



**BRECKENRIDGE TOWN COUNCIL
WORK SESSION
Tuesday, April 22, 2008
3:00 pm
Work Session**

ESTIMATED TIMES:

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

3:00 – 3:15 pm	<u>I. PLANNING COMMISSION DECISIONS</u>	Page 2
3:15 – 3:30 pm	<u>II. LEGISLATIVE REVIEW</u> *	
	• Town Projects Ordinance**	Page 104
	• Xcel Easement for Child Care Center**	Page 107
	• Liquor Offenses Ordinance	Page 114
	• Thompson Annexation (2 Ordinances)	Page 118
	• Van Pool Resolution**	Page 124
	• Right Start Grant Resolution**	Page 135
	• Federal Transit Administration TEAM designee	Page 143
3:30 – 3:50 pm	<u>III. MANAGERS REPORT</u>	
	• Public Projects Update	Page 12
	• Housing/Childcare Update	Verbal
	• Committee Reports	Page 13
	• Financials/Quarterly Investment Report	Page 14
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	• Entrada	
3:50 – 7:30 pm	<u>IV. OTHER MATTERS</u>	
	• Planning Commission Interviews (5)	Page 52
	• BOSAC Interviews (5)	Page 61
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	<i>Dinner will be served to Town Council, Town Council Applicants and Staff</i>	

***ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA** **Page 97**

**** FINAL ACTION ITEM**

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

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

MEMORANDUM

To: Town Council

From: Peter Grosshuesch

Date: April 16, 2008

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

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF April 15, 2008

CLASS C APPLICATIONS:

1. Salipante Residence (CK) PC#2008023; 154 Beavers Drive
Construct a new single-family residence with 5 bedrooms, 5 full bathrooms, 2 half bathrooms, 5,940 sq. ft. of density and 6,954 sq. ft. of mass for a F.A.R. of 1:3.28. Approved.
2. Lineaweaver Residence (CK) PC#2008035; 1228 Discovery Hill Drive
Construct a new single-family residence with 5 bedrooms, 3.5 bathrooms, 4,133 sq. ft. of density and 4,800 sq. ft. of mass for a F.A.R. of 1:14.39. Approved.
3. Gaylis Residence (MGT) PC#2008044; 436 Gold Run Road
Construct a new single-family residence with 4 bedrooms, 4.5 bathrooms, 4,400 sq. ft. of density and 5,123 sq. ft. of mass for a F.A.R. of 1:5.00. Approved
4. Klass Residence (CK) PC#2008036; 806 Gold Run Road
Construct a new single-family residence with 5 bedrooms, 5 baths, 4,415 sq. ft. of density and 5,385 sq. ft. of mass for a F.A.R. of 1:7.27. Approved.
5. Landis Residence (CK) PC#2008038; 215 Campion Trail
Construct a new single-family residence with 5 bedrooms, 4.5 bathrooms, 4,794 sq. ft. of density and 5,418 sq. ft. of mass for a F.A.R. of 1:5.24. Approved.
6. Schroeter/John Remodel (CK) PC#2008037; 120 Windwood Circle
Construct an addition consisting of 1 bedroom, 2 bathrooms, 1,430 sq. ft. of density and 2,006 sq. ft. of mass to the existing residence to create a total of 4 bedrooms, 5 bathrooms, 4,216 sq. ft. of density and 4,792 sq. ft. of mass for a F.A.R. of 1:3.38. Approved.
7. Willis Residence (CK) PC#2008039; 111 Cottonwood Circle
Construct a new single-family residence with 6 bedrooms, 8 bathrooms, 5,266 sq. ft. of density and 6,577 sq. ft. of mass for a F.A.R. of 1:4.50. Approved.
8. Weber Residence (MGT) PC#2008041; 203 Marksberry Way
Construct a new single-family residence with 3 bedrooms, 4 bathrooms, 4,099 sq. ft. of density and 4,853 sq. ft. of mass for a F.A.R. of 1:4.60. Approved.
9. Stais Residence (MGT) PC#2008042; 510 Wellington Road
Construct a new single-family residence with 4 bedrooms, 4 bathrooms, 3,424 sq. ft. of density and 4,445 sq. ft. of mass for a F.A.R. of 1:6.20. Approved.
10. Lot 83, Highlands Park (MGT) PC#2008043; 201 Lake Edge Drive
Construct a new single-family residence with 5 bedrooms, 4.5 bathrooms, 5,642 sq. ft. of density and 6,568 sq. ft. of mass for a F.A.R. of 1:6.10. Approved.

CLASS A APPLICATIONS:

1. Stan Miller Master Plan (MM) PC#2008006; 13541 Highway 9
Master Plan for the recently annexed Miller property and the adjacent Tract D-2, The Shores at The Highlands Subdivision, (formerly the West Braddock Subdivision), identifying and distributing density and uses for 6 development parcels (A, B, C, D, E and F), two public open space parcels (G and I) and a 60-foot right of way (ROW) for Stan Miller Drive. The Master Plan is for a phased, integrated, residential

neighborhood containing 100 deed restricted units and 55 market units. Subdivision of the development parcels will create 73 lots, three development Tracts and four pocket parks and connecting trails. Approved.

2. Stan Miller Subdivision (MM) PC#2008007; 13541 Highway 9

Subdivide 40.41 acres known as the Stan Miller property and 2.29 acre Tract D-2, The Shores at the Highlands (Previously known as West Braddock), into seventy three (73) lots, three (3) deed restricted development Parcels and associated Rights of Way (ROW) tracts. There are two Public Open Space Parcels (G, I) and three Private Open Space Parcels. Approved.

3. CMC Subdivision (JS) PC#2008034; 104 Denison Placer Road

Subdivide 46 acres known as Tract D, Block 11 Subdivision and the 11 acre property known as the Bifani property (metes and bounds description) into 5 tracts: two future development tracts (Tract D for the new Colorado Mountain College campus and Tract A for a future attainable housing site); 2 river parcels not to be developed, a proposed Denison Placer Road Right-of-Way, and one 2.7 acre tract adjacent to the ROW, not to be developed. Approved.

but we do not issue conditional use permits.) I don't want to deny this application, but want to discuss this more with the staff.

Mr. Khavari: Would this structure obstruct any views? (Mr. Stais, the Applicant, stated that no views should be obstructed.) Suggested the Applicant come back to seek approval for the turbine with proper notification to the public. Concerned about the sound the turbine would make.

Mr. Pringle moved to approve the point analysis for the Stais Residence, PC#2008042, 510 Wellington Road, with the following changes: Change policy 33/R-Renewable Energy to positive three (+3) points down from positive six (+6) points. Mr. McAllister seconded and the motion was approved (4-1). (Mr. Allen voted against).

Mr. Pringle moved to approve the Stais Residence, PC#2008042, 510 Wellington Road, removing any mention of the wind turbine from the application. (The Applicant was okay with the removal.) Mr. Bertaux seconded and the motion was approved unanimously (5-0).

With no other motions, the remainder of the consent calendar was approved unanimously (5-0).

FINAL HEARINGS:

Mr. Bertaux abstained from items 1 and 2 due to a conflict of interest resulting from his employment with the Miller Family.

1. Stan Miller Master Plan (MM) PC#2008006; 13541 Highway 9

Mr. Mosher presented a proposal to Master Plan for the recently annexed Miller property and the adjacent Tract D-2, The Shores at The Highlands Subdivision, (formerly the West Braddock Subdivision), identifying and distributing density and uses for 6 development parcels (A, B, C, D, E and F), two public open space parcels (G and I) and a 60-foot right of way (ROW) for Stan Miller Drive. The proposed Master Plan was for a phased, integrated, residential neighborhood containing 100 deed restricted units and 55 market units. Subdivision of the development parcels would create 73 lots, three development Tracts and four pocket parks and connecting trails. The Master Plan includes Tract D-2 of the Shores at The Highlands Subdivision.

Changes since the last Submittal

1. The Land Use Summary and overall map has been refined to accurately identify each parcel and uses associated with this Master Plan. Specifically, Tract D-2 was now included in the Master Plan.
2. Land Use District 33 – North was approved by the Town Council (effective March 26, 2008).
3. A plat note has been added identifying limited density for any platted lots that are to be less than 5,000 square feet.
4. The illustrative sheet of this Master Plan submittal shall be recorded as part of the Master Plan as guidelines for overall development patterns and subdivision patterns.

This Master Plan did not present any concerns to Staff. There would be further detailed review of the development on this property with each individual application for development. Any proposal would follow the density allocations and design standards established.

Staff welcomed any further comments from the Commission and suggested approval of the Stan Miller Master Plan (PC#2008006) by supporting the Point Analysis and with the attached Findings and Conditions.

Mr. Khavari opened the hearing for public comment. There was no public comment and the hearing was closed.

Commissioner Questions/Comments:

Mr. Allen: Final Comments: No comments. Supported the application.

Mr. McAllister: Was the reduced setback issue due to the small lot sizes? (Mr. Nilsson, Agent for Braddock Holdings, stated there were some specific designs on the deed restricted lots to reduce costs for the lower AMI units. Despite the reduced setbacks, which is allowed in the Code, several open spaces are being created to be shared for all homes in the subdivision. Also, all roads meet Town standards. Home size limits of 1,800 square feet placed on the smaller lots.) Would the Commission see more detailed landscape plans in the future? (Staff stated yes, with future re-subdivision and individual development permits.)

Mr. Pringle: Pointed out many deed restricted lots exceeded 5,000 square feet. Asked about not allowing a bike path on the west side of the Blue River. Was there potential to relocate the path to the west side in the future? (Staff pointed out it could be possible under a separate review; however, the Trails Master Plan and BOSAC have both strongly objected to any pedestrian interaction along the west edge of the river. Mr. Grosshuesch informed the Commission that cutting swaths through wildlife habitat and interrupting access to the river has been discouraged by the US Forest Service too.)
Final Comments: Thought it was fine.

Mr. Khavari: Final Comments: Agreed with comments made.

Mr. Pringle made a motion to approve the Point Analysis and the application for the Stan Miller Master Plan, PC#2008006, 13541 Highway 9, along with the Findings and Conditions. Mr. McAllister seconded, and the motion was carried unanimously (4-0). Mr. Bertaux abstained.

2. Stan Miller Subdivision (MM) PC#2008007; 13541 Highway 9

Mr. Mosher noted that Condition number 14 that stated *“The final plat shall include a statement specifying that with the exception of driveway and utility installations, no building, decks, grading, or construction disturbance may extend beyond the building envelope limits”* was not applicable to this review and has been struck from the Conditions of Approval. New Conditions of Approval were distributed to the Applicant and the Commission.

Mr. Mosher then presented a proposal to subdivide 40.41 acres known as the Stan Miller property and 2.29 acre Tract D-2, The Shores at the Highlands (Previously known as West Braddock) into seventy three (73) lots, three (3) deed restricted development Parcels and associated Rights of Way (ROW) tracts. There are two Public Open Space Parcels (G, I) and three Private Open Space Parcels. The proposal was to subdivide the property in Phases over time. The first subdivision would create the 6.12 acre Public Open Space and Blue River corridor, the parcel separating out the northerly 12 acres known as the “Sale Parcel”, which the owner intends to sell to “Braddock Holdings” (Breckenridge Lands LLC), a 60’ wide right of way for Stan Miller Drive, a deed restricted development Parcel in the location of the Stan Miller Inc. current office and the remaining property as one large Parcel. The property would then be re-subdivided over time. Changes included:

1. Rather than plat the individual future development lots, as in the previous meeting, the separate overall tracts were shown with the planned use and lot sizes. Each Tract would be re-subdivided in the future as each phase is developed.
2. Plat notes were to be added defining limitations on building sizes per assigned lot sizes.

This subdivision proposal was in general compliance with the Subdivision Standards with the exception of lot size and setbacks (discussed in the Master Plan). The final grading plan and Blue River relocation drawings will be reviewed as part of the subdivision improvement submittals to Engineering. Staff welcomed any Commissioner comment on this application in general.

Staff recommended approval of The Miller Subdivision (PC# 2008007) with the attached Findings and Conditions.

Don Nilsson (Owner/Applicant): Not much to add to Staff’s presentation. Explained the phasing of the project and the operation of the Miller Family parcel as development begins. The Annexation Agreement and the Extended Vesting documents track the relocation of the river and the trail construction. This is a little different than most subdivisions.

Mr. Khavari opened the hearing for public comment. There was no public comment and the hearing was closed.

Commissioner Questions/Comments:

Mr. Bertaux: Final Comments: Approved.

Mr. Allen: Final Comments: Approved.

Mr. McAllister: Was there a point analysis? (Staff stated subdivisions are not subject to point analyses.)
Final Comments: Approved.

Mr. Pringle: Did this project require that we recommend the 18-year vesting? (Mr. Mosher: The extended vesting was already approved in the Annexation Agreement.)
Final Comments: Approved.

Mr. Khavari: Final Comments: Approved.

Mr. McAllister made a motion to approve the Stan Miller Subdivision, PC#2008007, 13541 Highway 9, with the Findings and Conditions as proposed by the staff report. Mr. Allen seconded, and the motion was carried unanimously (4-0).

COMBINED HEARING:

1. CMC Subdivision (JS) PC#2008034; 107 Denison Placer Road

Ms. Skurski presented a proposal to subdivide 46 acres known as Tract D, Block 11 Subdivision and the 11 acre property known as the Bifani property (metes and bounds description) into five tracts. There were two future development tracts (one for the new Colorado Mountain College campus-Tract D, the other for a future attainable housing site-Tract A); two river parcels not to be developed, a proposed Denison Placer Road Right-of-Way, and one 2.7 acre tract adjacent to the ROW, not to be developed.

This subdivision proposal was in general compliance with the Subdivision Standards with the exception of landscaping which was exempted within the MOU process.

Staff handed out revised conditions which take into consideration that CMC is primarily under the state statute regulations and what was laid out in the MOU. Staff welcomed Commissioner comment on this application in general.

Staff recommended approval of the Runway Subdivision Plan (PC#2008034) as a combined hearing with the revised standard Class A subdivision findings and conditions (as handed out), with the addition of the following specific conditions:

1. Tract D will not be conveyed to Colorado Mountain College Foundation, Inc. until site plan changes made by CMC since the July 24, 2007 Council approved set of plans has been approved by the Town;
2. Tract D will not be conveyed to Colorado Mountain College Foundation, Inc. until the Town Council site plan approval modifications dated July 24, 2007, signed August 15, 2007 by CMC, are met (including a shared parking agreement with the ski area and including permissible parking for recreational users as well as a conceptual plan for a northern parking area and/or improvement expansion);
3. The addition of an additional 20' section on the south end of Tract D which connects the proposed (unpaved) parking lot to the 50' river and pedestrian easement to allow for public access from the parking lot; and
4. The changes suggested by the Town Attorney are incorporated onto the subdivision plat.

Mr. Khavari opened the hearing for public comment. There was no public comment and the hearing was closed.

Commissioner Questions/Comments:

Mr. Bertaux: Was there an agreement with the college to provide overflow parking with the town? (Ms. Skurski pointed out that a shared parking agreement required by the MOU as well as has been made a condition of approval for conveyance of the land.)

Mr. Allen: Regarding the phased landscaping and understanding that this is outside of the MOU, was there a requirement as to when this would happen? (Ms. Skurski stated that during the site plan process, the Commission and Council voiced support for keeping the quality building materials and phasing in the landscaping. There was not a set schedule given at that time.) (Mr. Guarino, CMC project manager, stated landscaping would be phased in three steps, depending on when the budget permits. CMC is fully committed and intends to landscape as funds become available sooner rather than later. They will be installing capping material on site per the site plan grading plan after rock is removed from the site.) (Mr. Alton Brown, CMC Dean, stated that CMC will be continuously requesting funding for the landscaping because they want their campus to look as attractive as the building will be. Assured the Commission that CMC will request funding for Phase 2 when they are installing Phase 1.) Suggested less expensive landscaping (saplings, willows etc.) now to at least have a start on landscaping. Was there a restriction in place preventing the college from selling the property and/or changing its use in the future? (Ms. Skurski pointed out yes there are restrictions in place per the MOU that a change of use or alteration of the site would require Town approval or could even revert ownership back to the Town if not used for higher education.)

- Mr. McAllister: When would the river relocation take place? (Ms. Skurski stated that this is an Army Corps of Engineers project in conjunction with the Town and depends on when funding becomes available.)
- Mr. Pringle: Would density be transferred to this sight? (Mr. Grosshuesch pointed out that as a state regulated entity, CMC is exempt from density requirements as density is a local regulation).
Final Comments: Glad an agreement exists to ensure that the high quality building materials will not be value engineered out in order to provide landscaping. Landscaping can be provided later but the building cannot. Was Tract E there basically to control access to the parcels to the west? (Ms. Skurski: Yes.)
- Mr. Khavari: Final Comments: Application looked good. Thanked the applicant for going through the Town process and hoped that it made it a better project.

Mr. McAllister made a motion to approve the CMC Subdivision, PC#2008007, 107 Denison Placer Road, with the amended findings and conditions as proposed by the staff. Mr. Pringle seconded, and the motion was carried unanimously (5-0).

WORKSESSIONS:

1. Solar Panels (JS)

Ms. Skurski presented the solar panel policy. The topic of solar panels is on the Planning Commission's Top Five list. With a greater emphasis on renewable energy, Staff foresees that applications for solar panels will increase in the future and should therefore, be addressed.

Staff has taken this as a worksession item to the Commission on February 12 and March 18. Staff has provided changes to the policy in strike and bold based on Commissioner comments. The following bullet points are a summary of direction given from the March 12 worksession:

- Alter the first paragraph to include tighter language that historic character is more important than placing solar panels in an inappropriate location.
- Create language to clarify that if the proposed panels are not appropriately located, the application would not be approved.
- The panels should be a compatible color on new construction and be complimentary on historic roofs.
- Limit the percentage of solar panels coverage on the roof to 50%.
- Include a non-primary elevation definition.

Staff would like to get Commissioner comments on the revised policy.

Commissioner Questions/Comments:

- Mr. Bertaux: Thought a maintenance requirement should be mandatory during winter months. (Staff pointed out reduced results in winter were calculated in the formulas predicting energy production, considering our climate.) (Mr. Grosshuesch suggested a covenant requiring the panels could be used in perpetuity or require panels to be replaced with "like or better" options in the future.)
- Mr. Allen: Sought clarification regarding "non primary" address definition. (Mr. Grosshuesch pointed out this would be the non primary façade opposite the entrance(s).) Pointed out clearing snow from panels would be a heavy burden. Recommended that if an applicant wants positive points, a covenant must be made; but if no positive points are warranted, then no covenant would be required.
- Mr. McAllister: Pointed out that all properties would be different when determining solar panel location.
- Mr. Pringle: Suggested adding requirement to maintain use and maintenance of solar panels during winter months. Pointed out solar panels were not always appropriate in all cases and the primary character should always take precedence.
- Mr. Khavari: Brought to Staff attention a couple of grammatical errors.

2. 2008 Workforce Housing Action Plan/Code Amendments (LB)

Ms. Best introduced two code amendments to the Planning Commission. The code amendments are a recommendation of the 2008 Housing Work Plan that was developed by the Housing/Childcare sub-committee and endorsed by the Council. No work has been done on these code amendments but staff was interested in Commission input before drafting the language.

The amendments were as follows:

- 1) *Modification to Relative Policy 24 to adjust the percent of project density for employee housing to be more proportional to the impact of the project.*

In evaluating the relative policy, the housing committee determined that the current formula created an inequity because there was an imbalance between the amounts of employee housing required for zero points and the employees generated by the specific development. The current formula didn't account for the different employee generation of different uses. For example:

10,000 square feet of office space= 22 FTEs (Full Time Equivalents)

10,000 square feet of restaurant = 60 FTEs

10,000 square feet of multi-family residential= 2 FTEs

10,000 square feet of lodging = 7 FTEs

Despite the wide range in job generation, the current relative policy required all of these uses to provide the same 451 square feet of housing for zero points. The sub-committee felt that it was important to modify the policy to incentivize new commercial development, multi-family development, and lodging development build more workforce housing, and to provide housing that would be more proportional to the number of jobs generated.

For some time there has been discussion about converting the relative policy to an absolute policy. After reviewing the buildout projections the committee determined that modification to the relative policy would be the preferable approach at this time.

- 2) *Include a new relative policy to encourage the construction of accessory dwelling units (ADUs) and/or discourage construction of units (especially large homes) without accessory dwelling units.*

The most recent needs assessment indicated that approximately 900 new affordable rental and for sale units would be required by the time the Town reaches buildout. Without these units, more employees would have to commute into Town in order to fill jobs that support the local economy. The goal of 900 units was an attempt to maintain the current level of in-commuting/traffic by maintaining 47% of the workforce living in Town. The Town has identified opportunities to achieve about 500 units on Town-owned land (Valley Brook, Block 11, Claimjumper) and through annexation agreements (Stan Miller, Maggie Placer, etc.) leaving the community far short of the goal. While the Town is doing its share to address some of the current deficit, the committee felt it was very important that new development also contribute and address more of the 'keep up' need associated with new development. The first amendment discussed above would increase production of local units by commercial, multi-family, and lodging development, and this ADU policy would increase production of local units within single family developments. Provided the impacts of ADUs can be address, the committee felt that ADUs offer many benefits including:

- ADUs are local units w/o new density
- ADUs provide rental units
- ADUs create hot beds within seasonal units that are often unoccupied
- ADUs can provide a source of revenue for locals who incorporate an ADU in their residence.

Unfortunately the 900 unit projection was a very conservative projection because it assumed all of the existing market units currently housing employees would continue to house employees. It was estimated that there are currently approximately 1,000 market units in Breckenridge that house employees. These units are at risk as current owners retire and/or relocate, and sell units for prices that are unaffordable to locals. The impact would be increased shortage of labor and/or increased number of in-commuting employees. The committee felt that both of these amendments were important pieces of the overall strategy to address housing needs.

Staff asked for input from the Planning Commission so any concerns or input can be accommodated.

Commissioner Questions/Comments:

Mr. Bertaux: Questioned whether accessory dwelling units would really help the housing shortage. Concerned about enforcement and compliance. Did not support mandatory ADUs. (Staff pointed out that if positive points were awarded, a covenant would be placed on the property restricting the use of the unit for local employees. The policy would be relative and not absolute.)

- Mr. Allen: Sought clarification regarding the formulas. (Staff pointed out RRC developed the employee generation estimates, but staff would confirm they are still accurate) Supportive of formula concept but concerned about un-intended consequences. Agreed with Mr. Khavari that positive points should be available for accessory dwellings units, but did not favor negative points for no accessory dwelling unit. Regarding size of units, keep some minor flexibility in the policy.
- Mr. McAllister: Agreed with Mr. Allen's un-intended consequences statement. Agreed with Mr. Khavari that positive points should be available for accessory dwellings. Oversight, enforcement, and compliance would be an issue.
- Mr. Pringle: What happens if the accessory unit can not be rented? (Staff pointed out this would be fine but if and when it rented, it would need to be rented to a party working in the community.) Apartment buildings might be the better solution to providing employee housing. Very concerned about increasing the intensity of use in neighborhoods, parking is a real issue. Suggested asking the individuals pushing for required accessory dwelling units if they would like to be mandated to build such units themselves especially if building their dream home. (Staff noted that the requirement is not mandatory, it would be a relative policy)
- Mr. Khavari: Suggested positive points should be available for accessory dwellings. ADUs should not be required. Wanted to ensure Council was aware of the concerns the Planning Commission had regarding negative points for not providing an accessory dwelling unit. OK with revising relative policy for commercial, multi-family, lodging, but be careful about the impacts on restaurants.

3. Top 5 Priorities List (CN)

Mr. Neubecker presented a memo updating the Commission on the Top Five Priority List. On November 14, 2007, the Planning Commission indicated their preferred Top 5 Priorities list for staff. The following list indicates the results, and has been used recently by staff as the new Top 5 list.

Most Recent Top 5 List:

1. Single-Family Home Size Limits (JS): Town Council discussed this topic as a work session on September 11, 2007. They indicated that FAR limits were the preferred method for regulating home size, but also indicated a possible absolute size limit. A work session on this topic was held with the Planning Commission on February 5, 2008.
2. Ground Floor Uses (MT): Town Council adopted a restriction against new residential uses on the ground floor within the Downtown Overlay District on August 14, 2007. Planning Commission held work sessions on October 16 and December 4, 2007 concerning prohibition of new offices on the ground floor within the Downtown Overlay District. The Town Council then discussed the office issue on January 8 and February 26, 2008. We anticipate working with the Town Council on this topic in May/June 2008, with possible work sessions with the Planning Commission at a later date.
3. Privacy Gates and Fences (CN): Town Council adopted the new fence policy on March 25, 2008.
4. Solar Panels on Roofs (JS): This issue has been moving along quickly with good progress. Work sessions on this topic were held with the Planning Commission on February 19 and March 18, 2008. Another work session is scheduled for April 15, 2008. We anticipate going to the Town Council for a work session on April 22, 2008.
5. TDR Receiving Zones (CK): A work session on this topic was held with the Planning Commission on February 5, 2008. It was decided during this meeting that the Town already has the tools to review proposed density transfers, and that additional regulations are probably not needed at this time. Staff will be working in upcoming months on two other TDR issues: sales price and TDRs for affordable housing projects.

Due to the number of items on the current Top 5 list that are almost complete, or which will not involve much Planning Commission input, staff suggested the following list for the next Top 5 list:

1. Landscaping / Weeds/ Wildfire Mitigation
2. Sunsetting Density for Positive Points
3. Accessory Dwelling Units
4. Affordable Housing Policy
5. Lot sizes and footprint lots

Following are the status of several items from previous Top 5 lists:

1. Ridgeline: Adopted October 24, 2006
2. Architectural Statement of Compliance: Adopted February 13, 2007

3. Certified Historic District Contractors: The Town Attorney and staff have some concerns with this topic, and have not found a good way to address this issue. We do not have a good grasp on how much time it would take to develop the certification program or how it would be administered and tested. We are uncertain when this issue will return to the Planning Commission.
4. Single-Family Lot Splits: Adopted October 24, 2006
5. Development Permits Expiring at C.O.: Adopted October 23, 2007
6. Dark Sky Lighting Policy: Adopted June 12, 2007
7. Wildfire Mitigation: This is being incorporated into a new landscaping policy, which is expected to be presented to the Planning Commission in January 2008. This topic will also discuss reforestation, which was identified as a priority by some Commissioners.
8. Green Building/LEED: Staff is working on this topic, but we are anticipating that it will be codified in the Building Code, and will not be a Planning issue. For this reason, staff would recommend taking this topic off the Next 5 list. Some form of this code will likely be adopted in 2008.

Other items for discussion or adding to the Top 5 list in the future:

Historic period of significance
Hardiplank outside historic district
Impact of short term rentals
Moving historic buildings without negative points
Employee Housing for projects that are less than 5,000 square feet
Discouraging conversions from commercial to residential density

Mr. Grosshuesch pointed out Green Code policies are forthcoming from various sources.

Commissioner Questions/Comments:

- Mr. Bertaux: Would like continue to be updated on previous top five topics. Sought clarification regarding moving historic buildings without negative points. (Mr. Neubecker: This relates to historic buildings along alleys, like sheds, that Staff wants to keep near the alley in historic context, but applicants are getting negative points since the historic location does not meet the setbacks, but buildings are still stabilized and improved.)
- Mr. Allen: Suggested looking at alternative/renewable energy. (Commission agreed to make this item #6 on the top 5 List.)
- Mr. McAllister: Too much to combine Landscaping / Weeds/ Wildfire Mitigation into one top five item.
- Mr. Khavari: Thought all top five topics were very important.

TOWN COUNCIL REPORT:

There was not a representative present from the Town Council; therefore, there was no Town Council report.

OTHER MATTERS:

Mr. Allen suggested all plans in the packet should be of better quality or sent via PDF. Some plans have been difficult to read. (Mr. Neubecker indicated that many plans are actual blueprints, which are sometimes difficult to reproduce. Staff will look for ways to improved reproductions in packets.)

Mr. Pringle asked about a Planning Commission annual trip. Mr. Grosshuesch suggested thinking outside of the box and not just focusing on ski resort communities but rather maybe beach front communities. These communities often share our capacity issues, like parking, peak visitor days, etc. Would need to find small communities that swell during the peak season.

ADJOURNMENT:

The meeting was adjourned at 9:55p.m.

Mike Khavari, Chair

Memorandum

TO: Town Council
FROM: Tom Daugherty, Town Engineer
DATE: April 17, 2008
RE: Public Projects Update

Main Street

The contract for the project has been executed with Columbine Hill Concrete. Columbine Hills has begun to mobilize on to the project this week. Columbine Hills will continue to work the week of April 21 on mobilizing equipment and materials, locating existing utilities, and demolition of existing curb & gutter at the new inlet locations. We are expecting detours for major construction items to begin the week of April 28, 2008. Town staff will be utilizing newspaper advertisements, the Town website and media notifications to alert the public of the road closures.

Riverwalk Center Roof

Work has been progressing well thanks in part to some pleasant seasonal weather. We continue to be tracking on schedule as the building starts to really take shape. Interior finishes have been started and siding, roofing and doors and glazing installation will be proceeding shortly.

Fuqua Livery Stable

Interior work has continued on this project and it continues to stay on schedule.

Quandary Antiques Cabin

The preparation for moving the cabin has continued. The move should be completed on 4/16. Public Works has been very instrumental in traffic control and helping with the move. Once the building is moved the current foundation will be demolished, and work will begin on the building in its new location to adapt it for public use in the Arts District.

Wellington Oro Water Treatment Plant

Despite more snow during early April the contractor for the new water treatment plant has continued to move forward to frame the new building structure for the plant. The roof structure was recently placed on the building and major plant equipment set inside. It is expected that the detailed plant plumbing installation will begin in May and continue through the summer of 2008. The plant is expected to be fully functional in the fall of 2008.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen
DATE: 4/16/2008
RE: Committee Reports

Public Art Commission

Jen Cram

May 7

Sculpture on the Blue Application Review -

- Six applications were received and accepted to fill 10 pedestals. The application deadline was extended to May 5th to fill the last 4 pedestals.

Artistic Fence at the Valley Brook Childcare Facility

- BPAC will focus on a mosaic mural within a section of the fence area. A Call to Artists will go out in May.

Please see the minutes from the March 26, 2008, meeting for more details.

Other Meetings

CML	Tim Gagen	No Meeting
Wildfire Council	Peter Grosshuesch	No Meeting
Summit Leadership Forum	Tim Gagen	No Meeting
I-70 Coalition	Tim Gagen	No Meeting
CAST	Tim Gagen	No Meeting
Police Advisory Committee	Rick Holman	No Meeting
BEDAC	Julia Skurski	No Meeting
Summit Stage	James Phelps	No Meeting
NWCCOG	Peter Grosshuesch	No Meeting
SCHA	Tim Gagen	No Meeting
LLA	MJ Loufek	No Meeting

INTEROFFICE MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: FINANCE DEPARTMENT
SUBJECT: MARCH FINANCIAL STATUS REPORT
DATE: 04/16/2008

This report summarizes the financial condition of the Town of Breckenridge for the period January 1, 2008 – March 31, 2008 (25.00% 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 slightly higher than 2007 due to overall program, ticket, and admission fees. Property Tax revenues are higher than 2007 due to property valuations, mill levy increases, and earlier collections by the County due to tax collection notices going out earlier than the preceding year. Investment Income for 2008 is higher than 2007 due to the timing of maturities. Miscellaneous Income is slightly higher than 2007 primarily due to the timing of rental income. Charges for Services are higher than 2007 primarily due to Plan Check Fees for a large developer and Class A Fees. Licenses and Permits are lower than 2007 due primarily to building, electrical, plumbing, and mechanical permits. Fines/Forfeitures are higher than 2007 due primarily to penal fines, traffic fines, and parking tickets. 2008 year-to-date General Fund revenue (net of transfers) is higher than 2007 by 31%.

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 the eight and one-half percent rate increase for Water Rents and Investment Income.

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 to sales tax, accommodations tax, timing of collections of business licenses and transfers from the Excise Tax Fund which is 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 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 higher than 2007 due to sales and accommodations taxes. 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 higher than 2007 primarily due to receipt of the State Grant for Cucumber Gulch.

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 received for this quarter 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. The 2008 Annual Budget includes supplemental appropriated funds as proposed during the February 26th Council meeting.

GENERAL FUND: 2008 General Government expenditures are higher than 2007 primarily due to events expenditures, personnel costs, and legal services. 2008 Community Development expenditures are higher than 2007 due to personnel costs. Parking and Transit expenditures are higher than 2007 primarily due to an increase in the Garage Fund Allocation and personnel costs. 2008 Police expenditures are higher than 2007 primarily due to capital expenditures for radio equipment and computer allocations. 2008 Public Works expenditures are higher primarily due to personnel costs. Recreation expenditures are higher than 2007 primarily due to personnel costs, building improvements, recreation equipment, and the timing of payments for certain utilities. 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.

CAPITAL FUND: 2008 expenditures are higher than 2007 due to capital expenditures for the Riverwalk Center Roof and the Childcare Facility. 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 slightly higher than 2007 primarily due to personnel costs.

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).

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, vehicle repair parts, and personnel costs. 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 for three buses budgeted for in this fund.

The All Funds Summary and the All Funds Net of Inter-Fund Transfers Summary report 2008 YTD revenues approximately 13% and 18% higher than 2007 respectively. The current YTD expenditures are approximately 16% higher than 2007 for All Funds Summary and approximately 23% higher than 2007 as shown in the All Funds Net of Inter-Fund Transfers Summary.



Town of Breckenridge

All Funds

Current Year to Prior Year Comparison

YTD Ending: MAR-08

	Prior Year			Actual/Actual Pct Variance	Current Year			25% of FY	
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	Annual Budget	Pct of Budget Rec'd/Spent
General Fund	5,850,564	23,337,879	25.07%	10.75%	6,479,683	6,088,825	106.42%	23,589,654	27.47%
Water Fund	451,323	4,287,025	10.53%	10.51%	498,757	688,947	72.39%	3,424,679	14.56%
Capital Fund	1,368,495	13,610,108	10.05%	-31.48%	937,668	707,599	132.51%	2,871,000	32.66%
Marketing Fund	339,483	1,343,453	25.27%	20.82%	410,168	398,691	102.88%	1,457,295	28.15%
Golf Fund	87,927	2,663,738	3.30%	-21.75%	68,804	477,684	14.40%	2,541,855	2.71%
Excise Tax Fund	4,252,183	21,783,177	19.52%	4.47%	4,442,406	4,789,103	92.76%	21,570,493	20.59%
Affordable Housing Fund	105,291	1,349,329	7.80%	615.05%	752,884	229,274	328.38%	3,506,041	21.47%
Open Space Fund	550,820	2,226,421	24.74%	9.63%	603,859	587,125	102.85%	1,969,000	30.67%
Conservation Trust Fund	7,735	35,043	22.07%	9.69%	8,484	6,770	125.32%	30,600	27.72%
Garage Services Fund	446,167	1,787,168	24.97%	14.95%	512,876	508,876	100.79%	2,035,504	25.20%
Information Services Fund	220,804	883,215	25.00%	8.45%	239,469	239,468	100.00%	957,874	25.00%
Facilities Maintenance Fund	107,602	430,408	25.00%	0.00%	107,602	107,603	100.00%	430,410	25.00%
Special Projects Fund	0	0	n/m	n/m	567,250	567,250	100.00%	2,269,000	25.00%
TOTAL REVENUE	13,788,393	73,736,962	18.70%	13.36%	15,629,909	15,397,216	101.51%	66,653,405	23.45%
General Fund	7,293,678	23,335,090	31.26%	-35.45%	4,708,308	5,349,795	88.01%	23,752,046	19.82%
Water Fund	471,038	2,395,438	19.66%	20.68%	568,436	735,648	77.27%	5,545,139	10.25%
Capital Fund	245,073	6,214,703	3.94%	372.01%	1,156,774	702,750	164.61%	2,811,000	41.15%
Marketing Fund	377,668	1,293,224	29.20%	22.04%	460,893	505,835	91.12%	1,689,514	27.28%
Golf Fund	190,504	2,188,889	8.70%	3.22%	196,639	239,220	82.20%	2,446,018	8.04%
Excise Tax Fund	4,560,756	23,882,767	19.10%	16.18%	5,298,630	5,298,755	100.00%	21,492,810	24.65%
Affordable Housing Fund	1,198	1,124,585	0.11%	n/m	1,201,144	815,057	147.37%	3,260,608	36.84%
Open Space Fund	456,074	2,387,617	19.10%	33.09%	607,010	563,304	107.76%	2,109,027	28.78%
Conservation Trust Fund	7,500	30,000	25.00%	50.00%	11,250	11,250	100.00%	45,000	25.00%
Garage Services Fund - Ops	233,159	1,131,051	20.61%	75.87%	410,059	289,037	141.87%	1,390,193	29.50%
Garage Services Fund - Capital	0	494,475	0.00%	n/m	1,028,593	0	n/m	747,440	137.62%
Information Services Fund	152,221	859,713	17.71%	42.60%	217,066	153,507	141.40%	1,015,757	21.37%
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	386,370	567,071	68.13%	2,268,286	17.03%
TOTAL EXPENDITURES	13,988,868	65,358,240	21.40%	16.17%	16,251,171	15,231,230	106.70%	68,709,560	23.65%



Town of Breckenridge

All Funds Net of Inter-Fund Transfers

Current Year to Prior Year Comparison

YTD Ending: MAR-08

	Prior Year			Actual/Actual Pct Variance	Current Year			25% of FY	
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	Annual Budget	Pct of Budget Rec'd/Spent
General Fund	2,342,521	9,305,707	25.17%	30.66%	3,060,647	2,669,789	114.64%	9,913,509	30.87%
Water Fund	451,323	4,287,025	10.53%	10.51%	498,757	688,947	72.39%	3,424,679	14.56%
Capital Fund	452,620	5,221,643	8.67%	-34.29%	297,418	67,349	441.60%	310,000	95.94%
Marketing Fund	306,983	1,213,453	25.30%	9.18%	335,168	323,691	103.55%	1,157,295	28.96%
Golf Fund	25,427	2,413,738	1.05%	-75.21%	6,304	415,184	1.52%	2,291,855	0.28%
Excise Tax Fund	4,252,183	21,783,177	19.52%	4.47%	4,442,406	4,789,103	92.76%	21,570,493	20.59%
Affordable Housing Fund	13,046	362,906	3.59%	1143.87%	162,273	8,351	1943.15%	1,143,600	14.19%
Open Space Fund	550,820	2,226,421	24.74%	9.63%	603,859	587,125	102.85%	1,969,000	30.67%
Conservation Trust Fund	7,735	35,043	22.07%	9.69%	8,484	6,770	125.32%	30,600	27.72%
Garage Services Fund	0	2,500	0.00%	n/m	4,750	750	633.28%	3,000	158.32%
Information Services Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Facilities Maintenance Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Special Projects Fund	0	0	n/m	n/m	567,250	567,250	100.00%	2,269,000	25.00%
TOTAL REVENUE	8,402,657	46,851,611	17.93%	18.86%	9,987,316	10,124,309	98.65%	44,083,031	22.66%
General Fund	6,615,171	20,616,797	32.09%	-40.35%	3,945,789	4,587,940	86.00%	20,701,979	19.06%
Water Fund	353,680	1,926,009	18.36%	28.35%	453,959	621,171	73.08%	5,087,229	8.92%
Capital Fund	245,073	6,214,703	3.94%	372.01%	1,156,774	702,750	164.61%	2,811,000	41.15%
Marketing Fund	377,668	1,293,224	29.20%	22.04%	460,893	505,835	91.12%	1,689,514	27.28%
Golf Fund	171,029	2,110,987	8.10%	2.41%	175,157	217,739	80.44%	2,360,091	7.42%
Excise Tax Fund	0	297,338	0.00%	n/m	567,250	567,375	99.98%	2,567,288	22.10%
Affordable Housing Fund	1,198	1,124,585	0.11%	n/m	1,201,144	815,057	147.37%	3,260,608	36.84%
Open Space Fund	454,784	2,382,459	19.09%	33.16%	605,586	561,879	107.78%	2,103,330	28.79%
Conservation Trust Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Garage Services Fund - Ops	233,159	1,131,051	20.61%	75.87%	410,059	289,037	141.87%	1,390,193	29.50%
Garage Services Fund - Capital	0	494,475	0.00%	n/m	1,028,593	0	n/m	747,440	137.62%
Information Services Fund	151,370	856,307	17.68%	43.36%	217,005	153,447	141.42%	1,015,515	21.37%
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	386,370	567,071	68.13%	2,268,286	17.03%
TOTAL EXPENDITURES	8,603,132	38,468,623	22.36%	23.31%	10,608,577	9,589,300	110.63%	46,139,195	22.99%



Town of Breckenridge

Excise Tax Fund

Current Year to Prior Year Comparison

YTD Ending: MAR-08

	<u>Prior Year</u>			<u>Actual/Actual Pct Variance</u>	<u>Current Year</u>			<u>25% of FY</u>	
	<u>YTD Actual</u>	<u>YE Total</u>	<u>Pct of YE Rec'd/Spent</u>		<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Actual/Budget Pct Variance</u>	<u>Annual Budget</u>	<u>Pct of Budget Rec'd/Spent</u>
Sales Tax	2,462,065	13,040,545	18.88%	7.10%	2,636,819	2,906,875	90.71%	12,955,270	20.35%
Accomodations Taxes	581,554	1,803,464	32.25%	11.65%	649,289	661,613	98.14%	1,713,223	37.90%
RETT	967,770	5,675,235	17.05%	-6.21%	907,701	971,993	93.39%	5,700,000	15.92%
Miscellaneous Taxes	78,489	602,106	13.04%	75.87%	138,037	87,572	157.63%	602,000	22.93%
Investment Income	162,305	661,827	24.52%	-31.88%	110,561	161,052	68.65%	600,000	18.43%
TOTAL REVENUE	4,252,183	21,783,177	19.52%	4.47%	4,442,406	4,789,103	92.76%	21,570,493	20.59%
Transfers	4,560,756	23,585,429	19.34%	16.18%	5,298,630	5,298,630	100.00%	21,194,522	25.00%
Debt Service	0	297,338	0.00%	n/m	0	125	0.00%	298,288	0.00%
TOTAL EXPENDITURES	4,560,756	23,882,767	19.10%	16.18%	5,298,630	5,298,755	100.00%	21,492,810	24.65%
YTD EXCESS/(DEFICIT)	(308,573)	(2,099,590)			(856,225)	(509,652)		77,683	
Jan. 1 2008 Fund Balance					10,008,355				
Reserved for Debt Service					(900,000)				
UNAUDITED BALANCE					8,252,130				



Town of Breckenridge

General Fund

Current Year to Prior Year Comparison

YTD Ending: MAR-08

	Prior Year			Actual/Actual Pct Variance	Current Year			25% of FY	
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	Annual Budget	Pct of Budget Rec'd/Spent
REVENUES									
Recreation Fees	733,743	2,618,575	28.02%	7.11%	785,903	746,595	105.27%	2,592,701	30.31%
Property Tax	632,971	2,187,999	28.93%	68.67%	1,067,614	979,968	108.94%	3,359,675	31.78%
Investment Income	164,158	722,558	22.72%	29.79%	213,062	177,461	120.06%	630,000	33.82%
Miscellaneous Income	81,682	232,213	35.18%	9.80%	89,685	50,539	177.46%	169,900	52.79%
Charges For Services	338,680	1,351,509	25.06%	67.35%	566,771	342,071	165.69%	1,077,450	52.60%
Licenses and Permits	135,131	1,144,615	11.81%	-52.19%	64,605	101,880	63.41%	842,150	7.67%
Intergovernmental	189,033	747,414	25.29%	0.42%	189,828	205,561	92.35%	982,933	19.31%
Fines/Forfeitures	67,122	300,824	22.31%	23.92%	83,179	65,714	126.58%	258,700	32.15%
Transfers In	3,508,043	14,032,172	25.00%	-2.54%	3,419,036	3,419,036	100.00%	13,676,145	25.00%
Revenues	5,850,564	23,337,879	25.07%	10.75%	6,479,683	6,088,825	106.42%	23,589,654	27.47%
EXPENDITURES									
General Government	353,583	1,834,152	19.28%	25.23%	442,800	574,446	77.08%	2,480,385	17.85%
Community Development	320,632	1,547,465	20.72%	8.60%	348,219	526,737	66.11%	1,919,988	18.14%
Engineering	101,071	446,638	22.63%	-3.06%	97,977	128,569	76.21%	512,760	19.11%
Finance	237,625	1,115,678	21.30%	-3.90%	228,353	280,560	81.39%	1,294,176	17.64%
Parking and Transit	489,253	2,060,580	23.74%	28.50%	628,677	760,465	82.67%	2,833,036	22.19%
Police	659,639	2,880,511	22.90%	7.94%	712,038	855,096	83.27%	3,593,689	19.81%
Public Works	946,378	5,042,458	18.77%	6.61%	1,008,897	1,127,101	89.51%	5,378,626	18.76%
Recreation	898,153	4,330,351	20.74%	13.51%	1,019,496	1,060,321	96.15%	5,048,781	20.19%
Miscellaneous	3,287,343	3,529,234	93.15%	-93.57%	211,450	36,500	579.31%	146,000	144.83%
Debt Service	0	545,252	0.00%	n/m	10,400	0	n/m	544,606	1.91%
Transfers Out	0	0	n/m	n/m	0	0	n/m	0	n/m
Expenditures	7,293,678	23,332,318	31.26%	-35.45%	4,708,308	5,349,795	88.01%	23,752,046	19.82%
Rev Over(Under) Exp	(1,443,114)	5,560			1,771,375	739,030		(162,392)	
Jan. 1 2008 Fund Balance					11,970,176				
Operating Reserve					(5,800,000)				
Tabor Reserve					(700,000)				
Debt Service Reserve					(1,200,000)				
Medical Reserve					(500,000)				
Unaudited Balance					5,541,551				

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	12.6%	\$ 1,632,087	\$ 1,632,087	12.6%	\$ 1,699,052	2.6%	104.1%	\$ 1,699,052	2.6%	13.1%
FEB	\$ 1,573,159	\$ 3,228,444	24.6%	\$ 1,551,111	\$ 3,183,198	24.6%	\$ 1,759,932	11.9%	113.5%	\$ 3,458,985	7.1%	26.7%
MAR	\$ 2,068,772	\$ 5,297,217	40.3%	\$ 2,039,778	\$ 5,222,976	40.3%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
APR	\$ 961,921	\$ 6,259,137	47.6%	\$ 948,439	\$ 6,171,415	47.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
MAY	\$ 468,712	\$ 6,727,849	51.2%	\$ 462,143	\$ 6,633,559	51.2%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUN	\$ 731,509	\$ 7,459,358	56.8%	\$ 721,257	\$ 7,354,815	56.8%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUL	\$ 977,334	\$ 8,436,692	64.2%	\$ 963,636	\$ 8,318,452	64.2%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
AUG	\$ 829,380	\$ 9,266,072	70.5%	\$ 817,756	\$ 9,136,208	70.5%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
SEP	\$ 779,729	\$ 10,045,801	76.5%	\$ 768,801	\$ 9,905,009	76.5%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
OCT	\$ 549,408	\$ 10,595,209	80.6%	\$ 541,708	\$ 10,446,717	80.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
NOV	\$ 682,786	\$ 11,277,995	85.8%	\$ 673,216	\$ 11,119,934	85.8%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
DEC	\$ 1,861,424	\$ 13,139,419	100.0%	\$ 1,835,336	\$ 12,955,270	100.0%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%

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%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
APR	\$ 121,571	\$ 1,092,831	60.6%	\$ 115,488	\$ 1,038,149	60.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
MAY	\$ 20,872	\$ 1,113,703	61.8%	\$ 19,827	\$ 1,057,976	61.8%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUN	\$ 63,384	\$ 1,177,086	65.3%	\$ 60,212	\$ 1,118,188	65.3%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUL	\$ 98,186	\$ 1,275,272	70.7%	\$ 93,273	\$ 1,211,461	70.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
AUG	\$ 82,172	\$ 1,357,445	75.3%	\$ 78,060	\$ 1,289,522	75.3%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
SEP	\$ 61,629	\$ 1,419,073	78.7%	\$ 58,545	\$ 1,348,067	78.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
OCT	\$ 30,799	\$ 1,449,873	80.4%	\$ 29,258	\$ 1,377,325	80.4%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
NOV	\$ 56,042	\$ 1,505,915	83.5%	\$ 53,238	\$ 1,430,563	83.5%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
DEC	\$ 297,549	\$ 1,803,464	100.0%	\$ 282,660	\$ 1,713,223	100.0%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%

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%	\$ 145,892	-74.2%	25.7%	\$ 1,053,592	-31.2%	18.5%
MAY	\$ 533,680	\$ 2,066,074	36.4%	\$ 536,009	\$ 2,075,090	36.4%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUN	\$ 522,999	\$ 2,589,073	45.6%	\$ 525,282	\$ 2,600,371	45.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUL	\$ 343,610	\$ 2,932,683	51.7%	\$ 345,109	\$ 2,945,481	51.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
AUG	\$ 594,349	\$ 3,527,032	62.1%	\$ 596,942	\$ 3,542,423	62.1%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
SEP	\$ 711,996	\$ 4,239,028	74.7%	\$ 715,103	\$ 4,257,526	74.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
OCT	\$ 392,752	\$ 4,631,779	81.6%	\$ 394,466	\$ 4,651,991	81.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
NOV	\$ 459,147	\$ 5,090,926	89.7%	\$ 461,150	\$ 5,113,142	89.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 586,858	\$ 5,700,000	100.0%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%

EFFECTIVE APR 15, 2008

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	0.0%	\$ 34,776	\$ 34,776	12.2%	\$ 41,210	-19.3%	118.5%	\$ 41,210	-19.3%	14.4%
FEB	\$ 38,682	\$ 89,768	0.0%	\$ 34,123	\$ 68,899	11.9%	\$ 44,745	15.7%	131.1%	\$ 85,955	-4.2%	30.1%
MAR	\$ 26,803	\$ 116,571	0.0%	\$ 44,438	\$ 113,337	15.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
APR	\$ 24,331	\$ 140,903	0.0%	\$ 20,714	\$ 134,051	7.3%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
MAY	\$ 10,950	\$ 151,853	0.0%	\$ 8,695	\$ 142,746	3.0%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUN	\$ 15,741	\$ 167,594	0.0%	\$ 15,281	\$ 158,027	5.4%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUL	\$ 26,125	\$ 193,719	0.0%	\$ 21,320	\$ 179,346	7.5%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
AUG	\$ 24,494	\$ 218,214	0.0%	\$ 18,738	\$ 198,085	6.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
SEP	\$ 13,502	\$ 231,715	0.0%	\$ 17,420	\$ 215,504	6.1%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
OCT	\$ 13,274	\$ 244,990	0.0%	\$ 11,580	\$ 227,085	4.1%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
NOV	\$ 17,712	\$ 262,701	0.0%	\$ 15,358	\$ 242,443	5.4%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
DEC	\$ 52,398	\$ 315,099	0.0%	\$ 43,157	\$ 285,600	15.1%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%

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

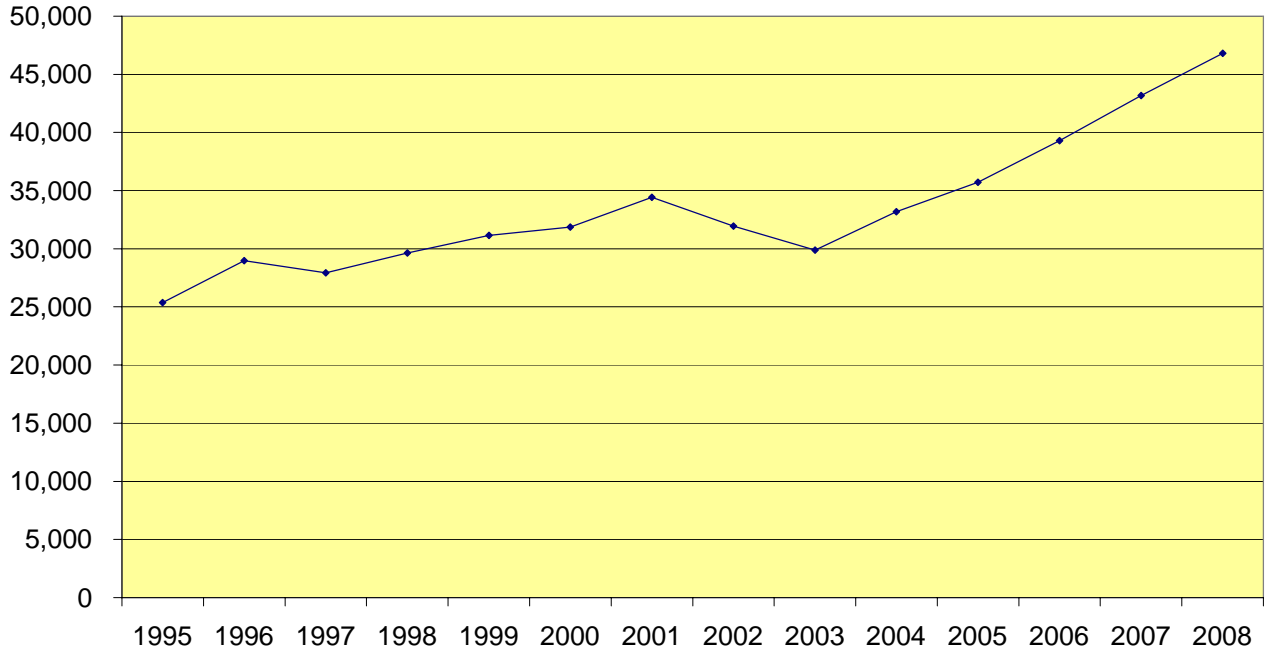
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Total - All Categories

	Monthly Totals															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	45,662	4.1%	43,866	45,662	4.1%	
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	46,812	8.4%	87,032	92,474	6.3%	
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	55,892	0	0.0%	142,924	0	0.0%	
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	0	0.0%	166,368	0	0.0%	
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	12,011	0	0.0%	178,379	0	0.0%	
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	20,222	0	0.0%	198,601	0	0.0%	
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	25,737	0	0.0%	224,338	0	0.0%	
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	23,724	0	0.0%	248,062	0	0.0%	
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	20,277	0	0.0%	268,339	0	0.0%	
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	14,532	0	0.0%	282,871	0	0.0%	
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	18,145	0	0.0%	301,016	0	0.0%	
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	50,157	0	0.0%	351,173	0	0.0%	

TAXABLE SALES - FEBRUARY



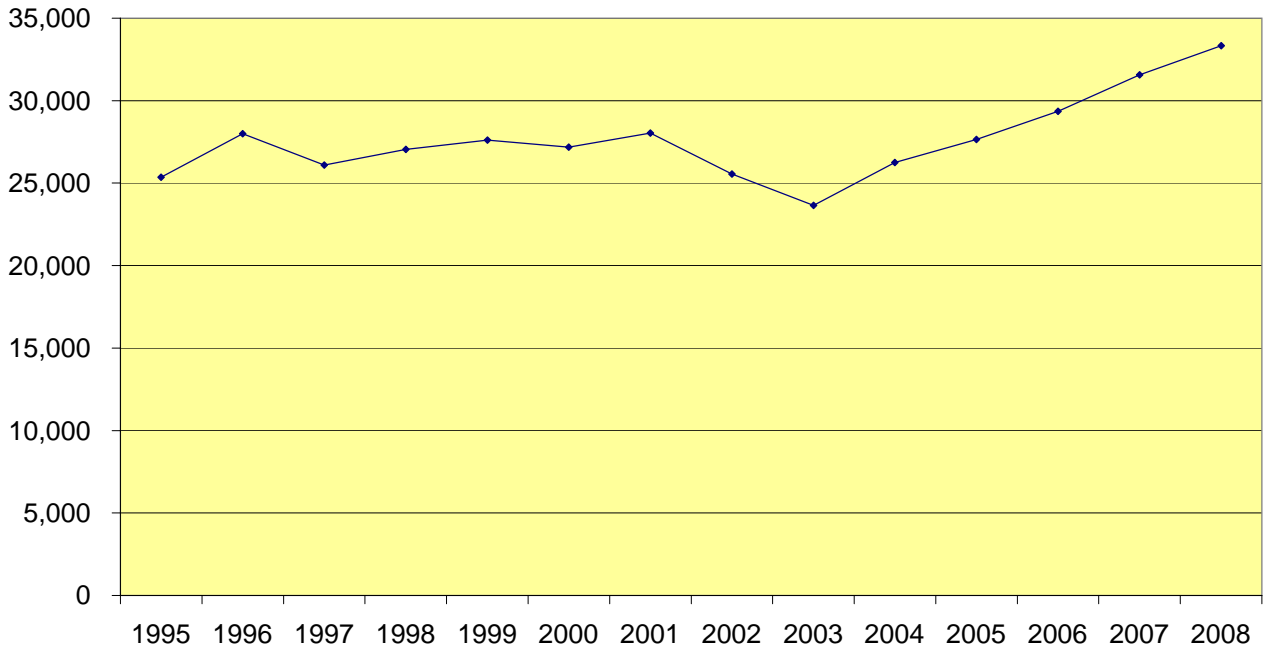
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Total - All Categories
ADJUSTED FOR INFLATION**

CPI	Monthly Totals															Monthly				YTD
	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	% Change 07-08		
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	32,514	1.4%	32,076	32,514	1.4%		
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	33,330	5.6%	63,636	65,844	3.5%		
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	40,867	0	0.0%	104,503	0	0.0%		
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	17,139	0	0.0%	121,642	0	0.0%		
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	0	0.0%	130,422	0	0.0%		
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	14,784	0	0.0%	145,206	0	0.0%		
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	18,819	0	0.0%	164,025	0	0.0%		
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	17,348	0	0.0%	181,373	0	0.0%		
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	14,826	0	0.0%	196,199	0	0.0%		
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	10,625	0	0.0%	206,824	0	0.0%		
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	13,266	0	0.0%	220,090	0	0.0%		
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	36,675	0	0.0%	256,765	0	0.0%		

TAXABLE SALES - FEBRUARY



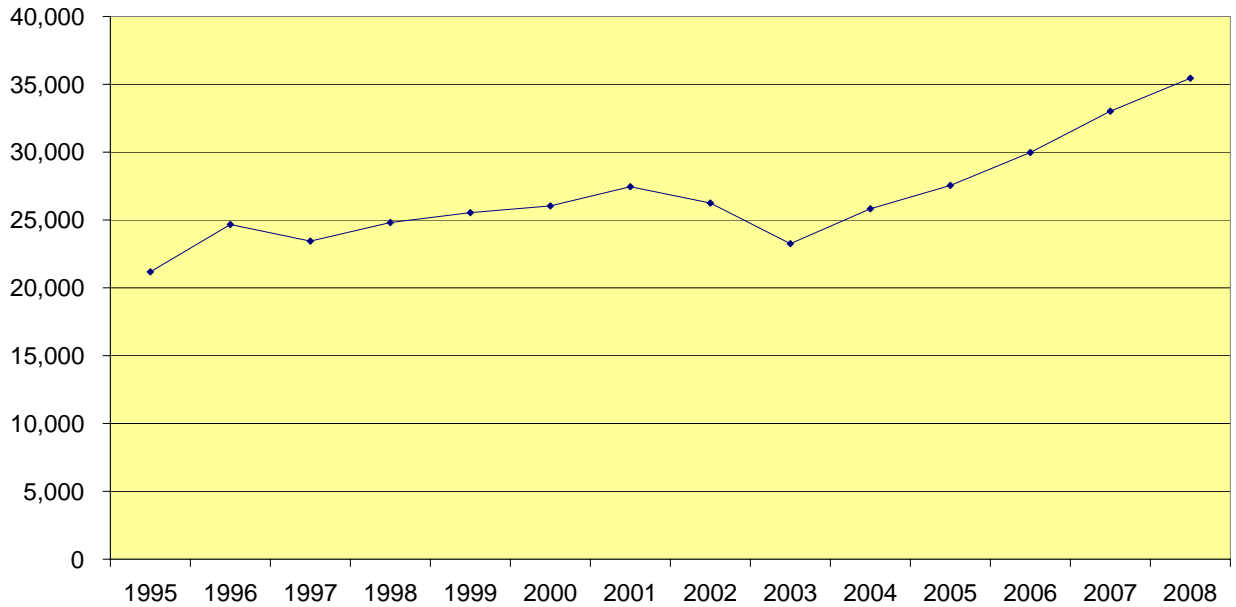
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(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	34,253	6.2%	32,250	34,253	6.2%
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	35,442	7.3%	65,272	69,695	6.8%
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	44,367	0	0.0%	109,639	0	0.0%
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	0	0.0%	125,656	0	0.0%
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	5,142	0	0.0%	130,798	0	0.0%
June	5,955	6,174	6,451	6,588	7,513	8,001	9,058	8,619	7,724	8,217	9,568	9,789	12,203	0	0.0%	143,001	0	0.0%
July	9,914	10,950	11,405	12,527	12,944	13,464	13,406	13,292	13,590	14,248	14,766	16,038	17,480	0	0.0%	160,481	0	0.0%
August	9,292	10,738	10,981	11,517	11,352	11,542	11,407	11,174	11,717	11,429	12,122	13,446	15,145	0	0.0%	175,626	0	0.0%
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	12,343	0	0.0%	187,969	0	0.0%
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	6,896	0	0.0%	194,865	0	0.0%
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	10,601	0	0.0%	205,466	0	0.0%
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	35,161	0	0.0%	240,627	0	0.0%

TAXABLE SALES - FEBRUARY



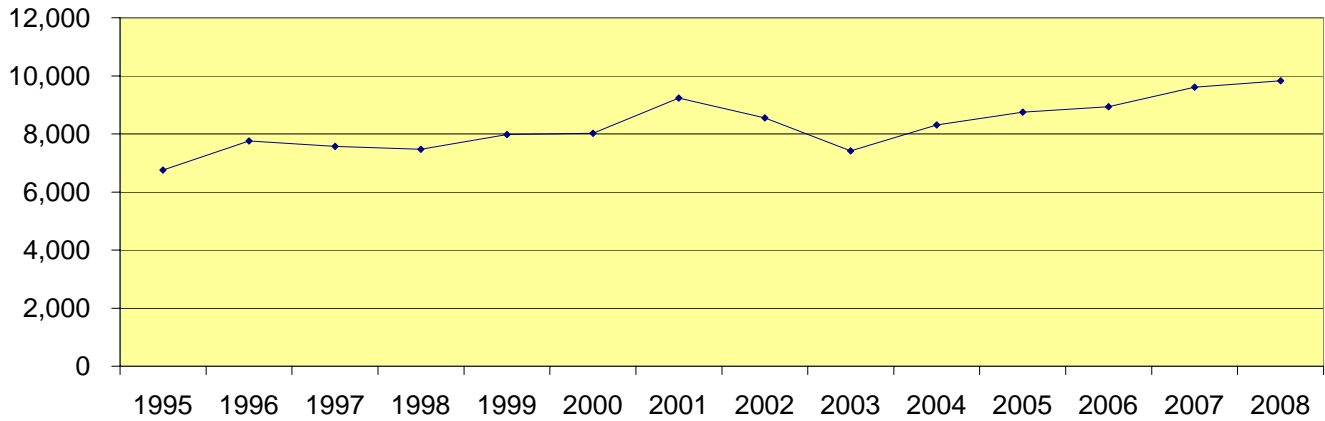
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail Sales

	Month To Date															Monthly % CHG	Actual 2007	Actual 2008	YTD % CHG
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual				
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008					
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	9,756	0.9%	9,665	9,756	0.9%	
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	9,834	2.4%	19,272	19,590	1.7%	
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	0	0.0%	32,645	0	0.0%	
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	0	0.0%	37,926	0	0.0%	
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	2,162	0	0.0%	40,088	0	0.0%	
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	4,589	0	0.0%	44,677	0	0.0%	
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	6,170	0	0.0%	50,847	0	0.0%	
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	5,104	0	0.0%	55,951	0	0.0%	
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	4,778	0	0.0%	60,729	0	0.0%	
October	1,961	1,563	1,759	1,815	2,024	1,908	2,374	2,132	2,127	2,298	2,404	2,591	2,853	0	0.0%	63,582	0	0.0%	
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	4,254	0	0.0%	67,836	0	0.0%	
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	11,977	0	0.0%	79,813	0	0.0%	

Taxable Retail Sales - FEBRUARY



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

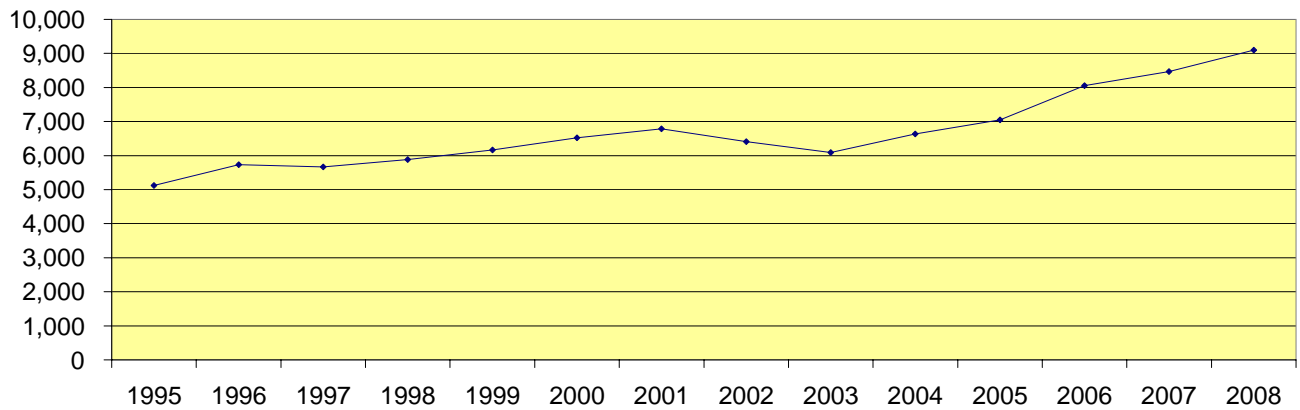
(in Thousands of Dollars)

Restaurants/Bars

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly % CHG	Actual 2007	Actual 2008	YTD % CHG
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008				
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	9,050	7.6%	8,414	9,050	7.6%
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	9,094	7.4%	16,881	18,144	7.5%
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	0	0.0%	26,896	0	0.0%
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	0	0.0%	31,572	0	0.0%
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	0	0.0%	33,629	0	0.0%
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	0.0%	37,997	0	0.0%
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	0.0%	44,233	0	0.0%
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	0.0%	50,150	0	0.0%
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	0.0%	54,720	0	0.0%
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	2,539	0	0.0%	57,259	0	0.0%
November	2,160	2,261	2,428	2,364	2,367	2,558	2,307	2,425	2,520	2,624	2,841	3,651	3,567	0	0.0%	60,826	0	0.0%
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	7,987	0	0.0%	68,813	0	0.0%

Taxable Restaurant Sales - FEBRUARY



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

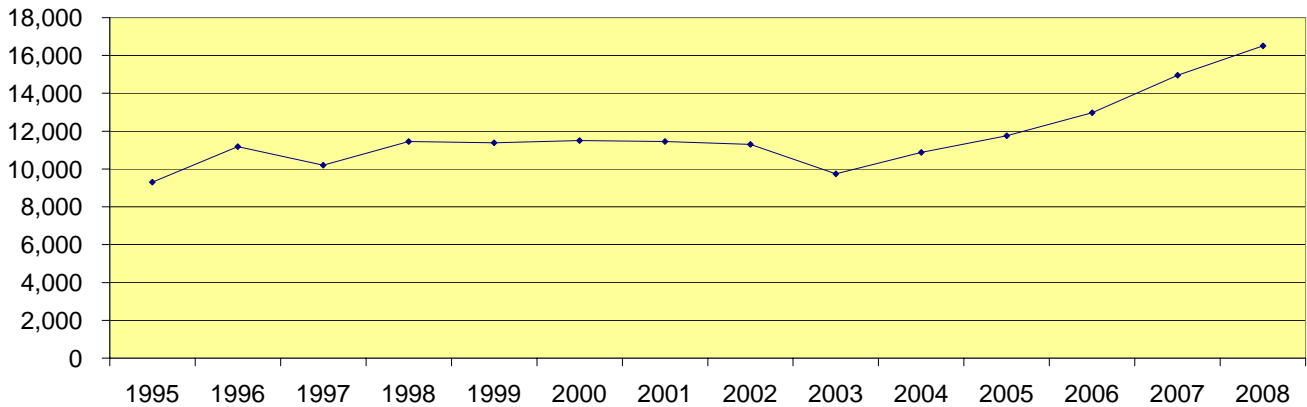
(In Thousands of Dollars)

Short-Term Lodging

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly % CHG	Actual 2007	Actual 2008	YTD % CHG
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008				
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	15,447	9.0%	14,171	15,447	9.0%
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	16,514	10.5%	29,119	31,961	9.8%
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	20,979	0	0.0%	50,098	0	0.0%
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	0	0.0%	56,158	0	0.0%
May	479	575	538	616	626	739	599	806	897	800	711	957	923	0	0.0%	57,081	0	0.0%
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	3,246	0	0.0%	60,327	0	0.0%
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	0.0%	65,401	0	0.0%
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	0.0%	69,525	0	0.0%
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	2,995	0	0.0%	72,520	0	0.0%
October	709	890	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	0	0.0%	74,024	0	0.0%
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	0.0%	76,804	0	0.0%
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	15,197	0	0.0%	92,001	0	0.0%

Taxable Short-Term Lodging Sales - FEBRUARY



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

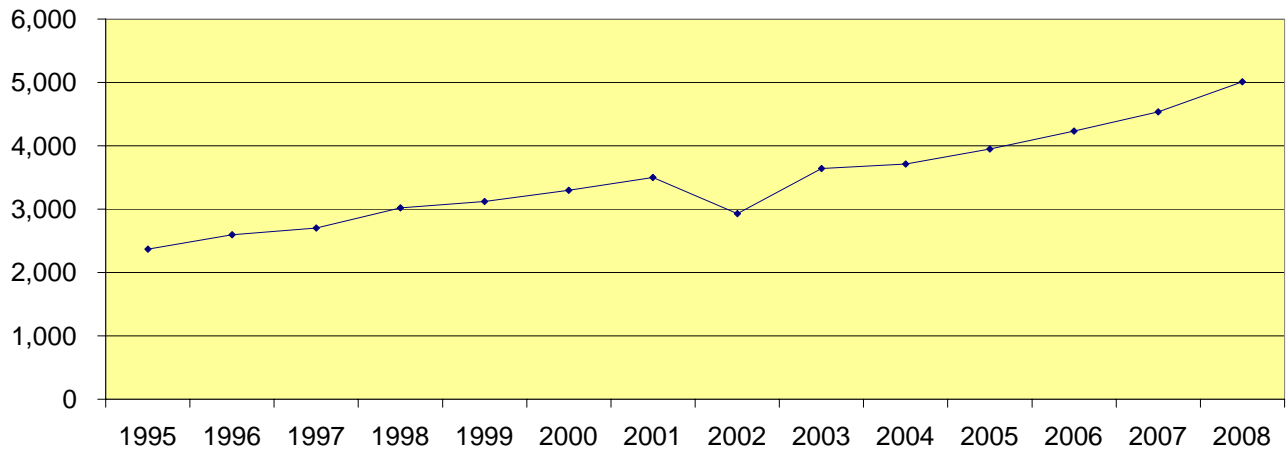
(in Thousands of Dollars)

Grocery/Liquor Stores

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	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	0	0.0%	14,529	0	0.0%	
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	0	0.0%	17,449	0	0.0%	
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	0	0.0%	19,618	0	0.0%	
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	0.0%	22,440	0	0.0%	
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	0.0%	26,339	0	0.0%	
August	1,993	2,266	2,364	2,559	2,587	2,861	3,404	3,117	3,216	3,103	3,292	3,529	3,771	0	0.0%	30,110	0	0.0%	
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	0.0%	33,018	0	0.0%	
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	0.0%	35,512	0	0.0%	
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	0.0%	38,112	0	0.0%	
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	0.0%	46,140	0	0.0%	

Taxable Grocery/Liquor Sales - FEBRUARY



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**

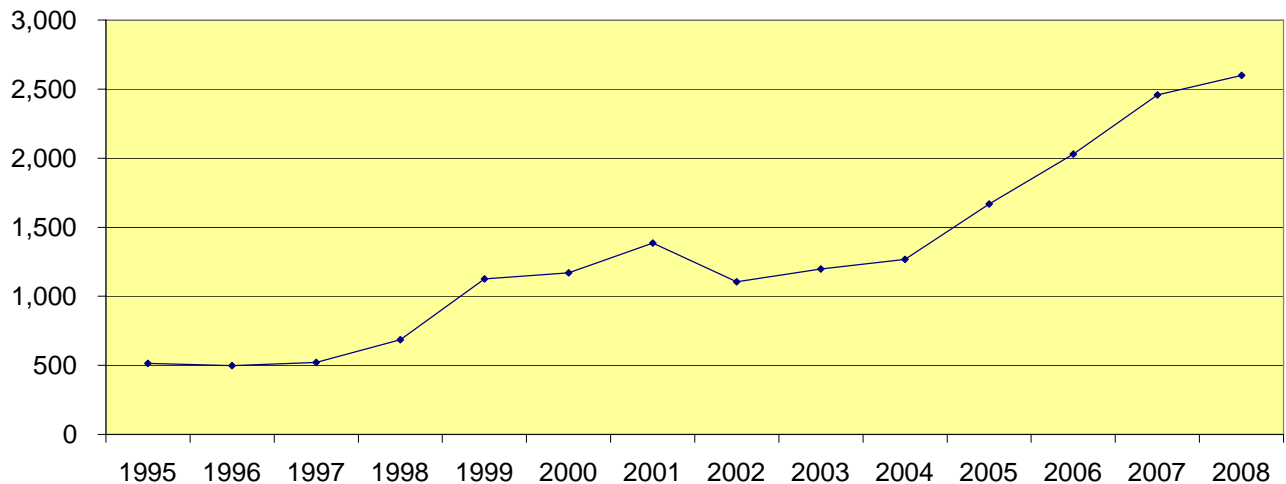
(in Thousands of Dollars)

Supplies

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	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	0	0.0%	8,491	0	0.0%	
April	363	509	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	0	0.0%	10,304	0	0.0%	
May	327	571	451	525	654	1,139	1,125	1,128	896	1,261	1,370	2,045	2,314	0	0.0%	12,618	0	0.0%	
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	0.0%	15,737	0	0.0%	
July	719	746	892	852	1,093	1,333	1,642	1,364	1,380	1,694	2,186	2,872	2,770	0	0.0%	18,507	0	0.0%	
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	0.0%	21,694	0	0.0%	
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	0.0%	24,928	0	0.0%	
October	778	959	976	910	1,083	1,853	1,899	1,342	1,390	1,980	2,107	2,924	3,259	0	0.0%	28,187	0	0.0%	
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	0.0%	30,880	0	0.0%	
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	0.0%	34,577	0	0.0%	

Taxable Supplies Sales - FEBRUARY



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

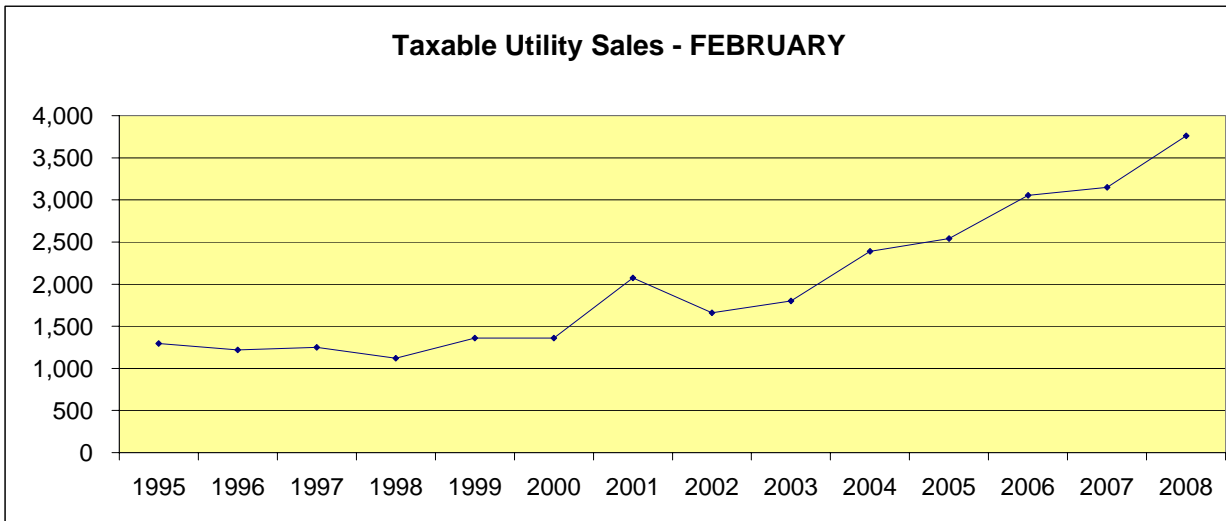
(in Thousands of Dollars)

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	0	0.0%	10,265	0	0.0%
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	0	0.0%	12,959	0	0.0%
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	0	0.0%	15,345	0	0.0%
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	0.0%	17,423	0	0.0%
July	778	796	830	913	907	880	1,289	1,147	1,427	1,394	1,663	1,529	1,588	0	0.0%	19,011	0	0.0%
August	821	844	844	910	913	994	1,336	1,198	1,393	1,408	1,629	1,854	1,621	0	0.0%	20,632	0	0.0%
September	923	1,059	1,103	1,249	1,494	1,752	1,354	1,271	1,381	1,435	1,843	1,949	1,792	0	0.0%	22,424	0	0.0%
October	809	866	804	854	917	1,039	1,353	1,227	1,429	1,348	2,127	1,987	1,883	0	0.0%	24,307	0	0.0%
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	0.0%	26,558	0	0.0%
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	0.0%	29,829	0	0.0%

Taxable Utility Sales - FEBRUARY



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



MEMORANDUM

TO: Town Council
FROM: Lynn Zwaagstra, Director of Recreation
James Phelps, Assistant Director of Public Works
DATE: April 8, 2008
SUBJECT: Summit County Athletics Fields Needs Assessment Presentation

In early 2007, the Towns of Breckenridge, Dillon, Frisco and Silverthorne, along with Summit County and the Summit School District, began a project to assess the current situation of all the athletic fields in Summit County and to create a long-term plan for management of these athletic fields. Norris Design was hired to conduct an assessment and produce a plan to assist the organizations in meeting the needs of the community. Information was gathered from each organization as well as athletic field user groups such as Summit County Youth Softball and Baseball, High Country Soccer, and the Optimist Club.

The resulting report will be presented to Town Council for comment. Attached is the executive summary of the report.

Highlights of the report include the following.

- **Field Inventory:** With the current number of ballfields in inventory, the combined organizations are meeting user demands for the foreseeable future. Removing ballfields from the current inventory would create a field deficit. For example, the Blue River Fields or some/all of the school district fields may be removed from the field inventory.
- **Field Conditions and Ratings:** The report yielded a field rating system that rated fields from very good (A) to poor (C). Town of Breckenridge fields were rated at the A level and were considered to be in much better shape than school district and other county fields. While TOB fields were rated high, it was noted that they face extremely heavy use.
- **Fees and Scheduling:** The report noted that all organizations are utilizing different fees, scheduling systems, and procedures. It was recommended that all entities work together to create unified fees and scheduling processes.
- **Recreation / Park District:** The report recommended that some type of recreation / park district be explored to organize the management and maintenance of all the fields.
- **Field Maintenance:** Each organization is maintaining their respective ballfields to different standards. The report recommended that unified maintenance standards as well as staffing levels be adopted.
- **New Fields / Turf Fields:** The report recommended that the organizations work together to assess future field needs, consider synthetic turf fields, and explore the best location for future fields. It should be noted, however, that no cost/benefit analysis was conducted with regard to synthetic turf.



EXECUTIVE SUMMARY

Summit County Fields



EXECUTIVE SUMMARY

A. Purpose:

Summit County athletic fields Needs Assessment

...is an ongoing process aimed at understanding and improving Summit County athletic fields and programs. The resulting information is used to document, explain, and improve performance.

This assessment is used to:

- **Evaluate your fields and management practices**
- **Plan improvements when necessary, and**
- **In the future, evaluate the effects of the changes.**

This Assessment helps affirm those things in the athletic fields system that are going well. It also helps identify what is not going well, and points to the specific changes that might be needed. An Assessment is not static; rather, it is an ongoing and continuous effort to improve the quality of fields, maintenance, fees and programs and overall effectiveness of the county athletic fields.

The need to serve all residents with athletic fields for common recreational activities is the focus of this assessment.

B. Overview:

Summit County, Summit School District, and the towns of Breckenridge, Dillon, Frisco, and Silverthorne have determined the need to assess the current inventory of the athletic fields in the County. This assessment evaluates the existing locations of the fields, their maintenance, the amount of play scheduled on the fields, and whether the existing composition of the fields is meeting the demands of the users. This report also gives general recommendation as to what types of maintenance and facility improvements could occur to improve play and give broad implementation goals that the agencies may want to have happen.

From the outset, the need to get information from various sources was necessary to create a report that was as accurate as possible. Data gathered included:

- Interviewing Town, County, and School District Staff
- Inspecting and assessing all fields located within the study area
- Hosting a public open house in Frisco to collect data from stakeholders and the general public
- Collecting schedules, usage data, and trends analysis from agency identified leagues located within Summit County

Community input was vital to the success of this assessment. Our method to get public and staff comment consisted of the following elements:

- Stakeholder Meetings
- Community Open House
- Community Comment Cards
- Staff discussions

The project team also utilized standard practicing resources, including the US Census Bureau, Summit County Planning, the State of Colorado for demographic trends, as well as future County trends and planning documents. The project team also referred to the National Recreation and Parks Association of documented guidelines for parks and recreation.

This gave the project team the information necessary to assess the existing inventory of fields.

C. Summit County Athletic Fields Comparison Chart

Jurisdiction	Field Name	Field Type	Field Level	Estimated Hours of Use*	Skinned Infield	Synthetic	Backstop
Breckenridge							
	Kingdom North	Baseball/Softball	A	470-500	X		X
	Kingdom South	Baseball/Softball	A	470-500	X		X
	Kingdom Pitch	Multi-Purpose	A	470-500			
	Carter Field	Multi-Purpose	B	470-500			
Dillon							
	Town Park	Baseball/Softball	B	260-280	X		X
Frisco							
	Peninsula Recreation Area	Baseball/Softball	A	480	X		X
		Multi-Purpose	A	120-150			
Silverthorne							
	Rainbow Park	Multi-Purpose	A	305			
	Trent Park	Baseball/Softball	A	90-100	X		X
Summit County							
	Blue River Complex	4 Baseball/Softball	B	180-200 per field (NW, NE, SW) SE field 240-260 ¹	X		X
Summit School District							
	Summit High School						
	Tiger Stadium	Football/Soccer	A	unknown ²			
		Multi-Purpose	B	unknown ²			
	Summit Middle School						
	Little League	Baseball/Softball	A	new		X	X
	Football Field	Football/Soccer	A	137			
		Multi-Purpose	B	unknown ²			
	Silverthorne Elementary	Multi-Purpose	B	183	X		X
	Summit Education Center	Multi-Purpose	C	223			X
	Summit Cove Elementary	Multi-Purpose	C	223			X
	Dillon Valley Elementary	Multi-Purpose	C	242			X
	Frisco Elementary	Multi-Purpose	C	490-400 (340 hours for Day camps)			X
	Breckenridge Elementary	Multi-Purpose	B	291	X		X
	Upper Blue Elementary	Multi-Purpose	B	210	X		X

* All figures are estimates based upon data provided from agencies and leagues

1 Hours of use on SE field is based upon assumption of HCSA use of this field

2 Tiger Stadium, SHS Multi-Purpose field and SMS Multi-Purpose field use could not be determined based upon data provided

Goals	Outfield Fence	Dugouts	Restroom	Port-a-let	Concession	Scoreboard	Bleachers	ADA Access	Parking
	X	X	X			X	X	X	X
	X	X	X			X	X	X	X
X			X						X
X			X						X
		X	X			X	X	X	X
X	X	X		X		X	X	X	X
X				X					X
X			X				X		X
	X	X	X	X			X	X	X
X	3 Fields			X		X	X		X
X			X		X	X	X	X	X
X									X
	X	X		X		X	X	X	
X				X		X		X	
X					X			X	
X		X						X	X
X				X			X	X	X
X							X	X	X
X				X				X	X
X		X					X		X
X		X		X			X	X	X

D. Field Assessment

The existing conditions of fields vary based upon the types of play and maintenance occurring on a field. School-based facilities have the poorest rated facilities in the County while the towns tend to maintain fields better. This Assessment has allowed us to determine a rating system for the field in the County based upon their condition and ability to host differing types of activities (tournaments, games, practice, casual play, etc.).

Level “A” fields have the best conditions in the County. These fields are:

- Kingdom Sports Complex (North, South, Pitch)
- Rainbow Park
- Trent Park
- High School Stadium
- Summit Middle School Youth Baseball Field
- Peninsula Recreation Area
- Summit Middle School Football Field

Level “B” fields can have league play but the focus of play should be for practice. These facilities include:

- Blue River Complex
- Town Park – Dillon
- Carter Park
- High School Practice Fields
- Summit Middle School Multi-Purpose
- Silverthorne Elementary School
- Upper Blue Elementary School
- Breckenridge Elementary School

Level “C” fields have been recommended to only have general recreation (physical education) classes due to facility conditions. These “School Use” fields are:

- Dillon Valley Elementary School
- Summit Cove Elementary School
- Summit Education Center (SEC)
- Frisco Elementary School

School officials indicate that their mission is to provide these “fields” as play areas for school and general community usage. The School District currently has a staffing ratio of approximately 30:1 (30 acres per person), based upon information gathered from school personnel. School officials indicate that this figure is the “norm” when looking at other school agencies in the state. While this may be the case, sports turf requires a more intense type of maintenance versus common area turf. The District needs to determine whether it fits their business model to permit these play areas for use if they are going to be used as sports fields.

Average maintenance ratios normally approach 20:1 with Best Management Practice (BMP) agencies having 12:1. The District needs to assess whether maintaining these fields with in-house resources will allow for fields to attain a community usage level.

Assessment Highlights

Overall Assessment Finding

The County is currently meeting the field demand at a county-wide level. While this is the case, changes in the system could impact whether this continues. Based upon the usage data, no baseball/softball permitted uses exceed 500 hours annually and multi-purpose does not exceed 400 hours. If a centralized scheduling system is implemented, use can be dispersed to “equalize” hours throughout the system. Most activities are not growing except for steady growth in soccer and other multi-use field sports. Still, with the population projections, it should not impact hours much in the short term. The project team is recommending development of fields in Silverthorne for local use (based on proposed population densities and buildouts) and Frisco should move forward with PRA field development in the future. The shift from BRF to another facility is needed because these “fields”, not necessarily where the fields are located, are needed to meet demand so a similar type facility should be considered in years 2-5.

Based upon an analysis of fields, league use, and local environment impacts use hours are adjusted to the correct range. The only two facilities with apparent over use (Rainbow and Pitch) have an appropriate number of permitted hours but has excess wear (possibly non-permitted use). To rectify this, the plan recommends that these surfaces be changed to extend the season as well as mitigate any signs of turf overuse.

Level A multi-use fields maintained to the standard should sustain the 400 hours of recommended use and 500+ hours if used for baseball/softball. Level B fields, if restricted to league and practice, should sustain the prescribed hours of use. Level C fields, relegated to un-organized community play, should sustain the recommended hours of use.

Summit County currently operates the Blue River Complex at the base of the Dillon Dam. The land is owned by Denver Water (DW) and the County has to lease the facility. Based upon the nature of the operations of the site, and restrictive guidelines regarding improvements, the project team recommends that the County secure a short-term lease, no more than five years, and begin working with partners to replace the fields once the lease sunsets. The project team believes this agreement does not serve the best interest of the County as a whole.

Breckenridge has good facilities that are well-respected in the County. Its fields host many league groups, from youth baseball to adult rugby, and have a good maintenance program. As the Kingdom fields continue to be used, staff will need to monitor usage to determine if non-permitted use is occurring. Further, the Town needs to consider the long-term future of Carter Park as a sports field. Dog use is prevalent and, if permitted league use continues, the Town will need to redevelop the field to ensure a better and level playing surface.

Dillon has one sports field located downtown at Town Park. The current configuration limits play to younger players. The Town’s parks and recreation master plan recommends that Town Park be reprogrammed. This project team concurs with this recommendation and the Town should master plan the park in 2008 and determine whether this field is right for this park or if a field should be developed in another part of Dillon or with assistance from others outside of the town limits.

Frisco has recently developed the County’s first synthetic turf field. This Little League field will allow for a longer playing season. Frisco has recently completed a master plan for the Peninsula Recreation Area (PRA). Recognizing that there are opportunities to do new types of facilities here due to the PRA Master Plan that has been adopted, the Town needs to consider developing another synthetic type field here or replace the existing 300’ field with sports turf.

Silverthorne has been proactive in planning for future growth in the Town and currently provides a good level of service relative to field condition and maintenance. Town officials have plans for fields at two sites, Cottonwood Park and Maryland Creek Ranch Park. The Town should move forward with the development of these fields for Town use and determine what type of field (multi-purpose or baseball/softball) should be developed based upon usage and demand at that time.

The Summit School District is faced with budget challenges that have affected its community level of service. The District does permit use of its campus “play areas” for use as fields. Some of these areas are sub-standard for organized play but do provide a valuable community resource as general play grounds. The District needs to determine the best way to provide for maintenance of its fields; is it internal, through contract with a private provider or by leveraging resources with towns and leagues?

Fields throughout the system are used by many independent sports groups. League data shows that there is an increase in participation in many multi-purpose field sports. Although rugby has had a steady number of participants for some time, soccer and lacrosse continue to grow in participation while baseball and softball leagues have had a slow growth or dramatic decrease in participation, like high school baseball. Frisco recently developed a synthetic surface in an effort to extend the season.

E. Summary of Findings and Recommended Actions

Finding 1:

Finding	Based upon available data, demand is being met Countywide using Level A and B fields. Silverthorne and Breckenridge fields appear to be in higher demand than others.
Recommendation	Upgrade Level C fields throughout the County so use can be dispersed from higher use fields.
Estimated Cost	Varies
Reasoning	Recommendation based upon data provided from agencies, leagues and other stakeholders. Data and field reservation information provided shows that no agency has reached the threshold of overuse. The preferred hours of use (400 hours annually for multi-purpose and 500 hours for baseball/softball) are based upon data from national park and recreation guidelines, and norms for the State of Colorado. These times have been adjusted to a preferred range due to climate, soil conditions and the concentrated season in Summit County.

Finding 2:

Finding	Coordination and conversation needs to continue between all agencies.
Recommendation	Consider continuing the SCafNA team coordination in order to achieve goals of the assessment and provide consistency in the future of Summit County's Athletic Fields
Estimated Cost	No cost; agency time to continue monthly meetings.
Reasoning	Recommendation is provided so that the goals and recommendations of this assessment can be achieved by all agencies involved. The continuation of this group will assist in coordinating the future of Summit County Parks.

Finding 3:

Finding	Maintenance costs vary amongst agencies in the County. School play areas are currently maintained at a level of approximately \$5,000 per acre. As a comparison, Silverthorne is spending nearly \$6,400 per acre on fields; Breckenridge spends over \$6,400 per acre on fields and Frisco maintains its fields at \$6,400 per acre, Summit County maintains BFR at \$5,000 per acre.
Recommendation	While SSD states that it estimates a spending of \$5,000 per acre, record keeping regarding how much is spent should be better tracked in order to determine spending for play areas, common areas and natural areas. Further, the SSD may wish to consider alternative methods of maintaining sports field areas if conditions do not improve with the adoption of attached maintenance standards. In general , maintenance costs should be standard based upon the Level of field. It is suggested that Level A fields be maintained at a level of \$7,000 to \$9,000 per acre, Level B fields should have an approximate cost of \$5,000 to \$6,000 per acre and Level C fields should have a spending of an estimated \$3,000 per acre. Synthetic surface annual costs are estimated at \$5,000 per site but may vary due to weather impacts. All costs should adjust as resource costs escalate over time.
Estimated Cost	Varies

Reasoning	The recommended spending levels are based upon State of Colorado agency spending for sports fields and adjusted for Summit County based upon the shorter season and its affects on operations budgets.
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Finding 4:

Finding	The SSD has indicated that it may close the four fields listed as “School-Use Only” facilities. These play areas contribute to meeting demand throughout the County.
Recommendation Option 1	Agencies should monitor if the SSD decides to close these facilities. If recommended, all agencies should partner through an IGA to fund for outsourced maintenance of these facilities at \$5,000 per acre.
Estimated Cost	Varies based on agency involvement
Recommendation Option 2	If fields are closed, use of the fields should be distributed amongst other agency fields. Since this dispersion would push multi-purpose field use slightly above the optimum use, SSD should suggest synthetic surfaces at Summit High School for community/district use and Rainbow Park and Kingdom Pitch should be considered for change to synthetic turf to allow for greater use.
Estimated Cost	Costs based upon estimates on page 123; size of turf area, and whether infield areas would be synthetic, to be determined by agencies.
Reasoning	The basis for this recommendation is to continue to provide fields for current and short-term demand. Stated differences in the system would cause a shortage of fields. Following these recommendations would allow demand to continue to be met.

Finding 5:

Finding	Agencies charge varying fees for use of sports fields.
Recommendation	All agencies should adopt recommended fee structure found on page 117.
Estimated Cost	No cost; agency time to review and adopt applicable fees
Reasoning	Recommended action would provide consistency throughout the agencies and enhance customer satisfaction amongst users. The fee proposed is based upon the market and could be adjusted based upon the cost recovery philosophies of partner agencies.

Finding 6:

Finding	Varying use policies have caused confusion amongst patrons.
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Recommendation Option 1	All agencies should consider having a centralized program management/scheduling system. For example, Breckenridge uses the Active.com network. This service could provide all agencies and patrons to utilize a centralized registration system, allow towns, the County and SSD to collect fees from users, and have the ability to prioritize usage of fields. Collected fees would then be contributed based upon how many times agency fields were utilized. It would be advantageous to utilize a system that is currently in use. This would save purchasing dollars. Agencies should contribute dollars to upgrade the system to allow for consistent registration and reservations. This investment would allow for a management and scheduling system and provide a payback to those agencies that contribute and participate.
Estimated Cost	Costs vary based upon type of system and whether other agencies would adopt Breckenridge's or Silverthorne's existing system.
Recommendation Option 2	Place an initiative on the November 2008 ballot that would recommend the formation of a recreation district in the County. Who would participate and scope of the district would be determined through discussion among all Towns, the County and SSD.
Estimated Cost	Costs to place initiative on ballot; to be determined.
Reasoning	Recommended action would create a coordinated program that allows for a central body, whether through registration or by authority, will provide for consistency in providing and scheduling fields throughout the County. Users would know of expectations, regardless of who operates/manages the field. This practice would also assist in creating standards that can be used system wide.

Finding 7:

Finding	The sport season in the County is abbreviated due to weather conditions. Local teams have to practice indoors until mid-May and schedule many games on the Front Range because of snow cover and frozen soils.
Recommendation	County agencies need to determine whether it is feasible (cost and benefit wise) to transform certain multi-purpose fields to synthetic surface. This action would lengthen the current abbreviated season. Fields that should be considered for modification include Silverthorne Rainbow Park, Breckenridge Kingdom Pitch and Summit County High School Tiger Stadium. Consideration should be given at the Peninsula Recreation Area as fields are developed or redesigned in the future.
Estimated Cost	Costs based upon estimates on page 123; size of turf area to be determined by agencies.
Reasoning	Recommendation is based upon information from SSD and agencies. Extending the season will provide a benefit to both users and agencies. Seasons may be lengthened and, if synthetic surfaces are developed more, maintenance practices will be minimized.

Finding 8:

Finding	The high school is without a baseball/softball field. Discussions with school officials indicate that the teams must practice indoors and hold many games away from home due to the fields being snow-covered or still frozen.
Recommendation	The SSD should work with the Town of Frisco and determine if it is cost effective to change the surfacing at the existing baseball/softball field at the PRA to synthetic or develop a synthetic turf facility at Summit High School.

Estimated Cost	Costs based upon estimates on page 123; size of turf area, and whether infield areas would be synthetic, to be determined by agencies.
Reasoning	This recommendation is based upon the need to provide a field that can be used during the high school baseball/softball season. Developing a site, whether at the high school or PRA, would provide teams the ability to play games at home versus practicing indoors and traveling to the Front Range for baseball games. Working with the town of Frisco as a partner is an option to differ costs for both entities, and take advantage of the PRA location for both the school and community.

Finding 9:

Finding	Silverthorne’s Cottonwood Park and South Maryland Creek Ranch Park are the next fields to be developed. Current proposed use includes baseball fields and multi-use fields. At the time of this assessment these uses are legitimate uses based on future population growth in the county.
Recommendation	If synthetic fields are developed that could sustain high-school age baseball and a tournament complex is developed, the Town of Silverthorne may wish to revisit the Cottonwood Park and the South Maryland Creek Ranch plans to determine if the proposed uses are still in demand.
Estimated Cost	Varies
Reasoning	Recommended action is based upon possible future changes to Summit County Park system. It is important for the Town of Silverthorne to revisit this assessment and updated information in order to determine the desired uses for these fields at time of development.

Finding 10:

Finding	The lease at Blue River Park causes concerns around making long-term improvements if the fields could revert to Denver Water. The fields are critical to service delivery and it is unfortunate that field conditions are not where they could be due to the need for infrastructure improvements and concession areas.
Recommendation	Work with partners to upgrade existing facilities to nominal playing conditions in the short term (years 1-3). In the immediate future, meet with other agencies to determine if a partnership should manage and operate the facility with financial backing from Summit County, its towns and other agencies/groups. During 2008, work with other agencies and leagues to find a site to develop a new sports field complex. Once located and capital funding is secured, develop this site and end sports field lease with Denver Water at the dam.
Estimated Cost	Initial upgrades are estimated at \$675,000 to \$825,000. Costs to acquire land to replace the facility vary based upon location and size of complex.
Reasoning	Recommended action is based upon the existing Denver Water lease and inability to develop lasting capital improvements at the site and the preference of the County to lessen its involvement in the maintenance and operation of active park sites. Working with partners would afford the County to team to find a new site, whether in unincorporated Summit or in one of the towns, and provide some incentive to be a part of a proposed sports complex.

Finding 11:

Finding	Summit County's location, access and proximity to the Front Range and all of Colorado make the area a popular tourist destination. Summer tourism could be increased and fill available hotel rooms and beds. Agencies have indicated some favor towards developing a regional sports venue for use by local leagues and larger tournaments. Private tournament providers have indicated interest in scheduling large events in the area if a facility is developed.
Recommendation	As the County looks to replace the fields at Blue River, all agencies should consider whether this new facility should be a large tournament type complex. Land needs (+/-80 acres) for a large complex appear to relegate the location to locations of undeveloped Summit County or Peninsula Recreation Area. Please find more information located on page 124.
Estimated Cost	Costs to acquire land vary based upon location. Average development of tournament complex is approximately \$6 million not including land cost. Please see page 124.
Reasoning	Recommendation is based upon the action of moving the Blue River fields and whether County agencies may wish to explore the viability of creating a tournament-type venue in Summit County.

Finding 12:

Finding	Maintenance practices throughout the systems vary. A more coordinated approach to systematic maintenance practices could prevent some fields from deteriorating as rapidly.
Recommendation	Accept maintenance standards in the appendix and adjust numbers and frequencies based upon resources that are at hand. Agencies should explore joint-use of resources and allow for leasing of equipment to those agencies that do not have resources on hand (ex: aerator, large deck mowers, etc.)
Estimated Cost	Costs will vary among agencies based upon how much they currently spend versus the standard.
Reasoning	Recommendation would provide for consistent maintenance of fields in the County, based upon field type (Level).

Finding 13:

Finding	While Towns have developed parks and recreation system master plans and joined forces for this field assessment, there has been no effort to provide a strategic document that addresses all Summit leisure service needs (ex: trails, open space, parks, recreation centers, etc.).
Recommendation	In 2008-2009, there should be funding (whether through a newly created recreation district or jointly funded by agencies) a Countywide parks and recreation strategic master plan. This master planning process should be revisited every five years.
Estimated Cost	Master plans vary in cost, but average around \$80,000 to \$100,000 based upon scope.
Reasoning	Recommendation based on the need to provide an overall system plan for the County and its agencies. Plan would be the overarching guiding document for the future of parks and recreation in Summit County which would include the provision and operation of athletic fields.

F. Summary of Recommended Action

Summit County, its Towns and Summit School District have taken the first step to satisfy the needs and desires of residents by assessing its current field inventory. This report has identified many issues and concerns that we recommend addressing in the short and long-term. The need to collaborate is essential to establish long-term successes that should benefit all of Summit County.

The following recommendations are organized in 1-year, 2-5 year, 5-10 year and 10-20 year actions. Actions that are deemed long-term (beyond 5-10 year window) necessitate further strategic planning due to the possible change in growth patterns, demographic outlook, and other issues that may impact growth and expenditures in Summit County.

Year	Objective	Action	Responsible Parties	Targeted Outcome	Cost
1	Review fees to have consistency through Towns, County and Schools	Review recommended fees between all parties	BR, FR, DI, SL, SSD, SC	Fee Policy that is formally adopted by governing bodies	Internal Agency Time
	Determine what amount a lodging tax would accrue annually	Perform an assessment of room stays in the County (annually) and determine the approximate dollars generated if a 1/2 cent or 1 cent tax was added to room stays	Summit County Tourist Development Council, Lodging Associations	Amount that would indicate the feasibility of using this taxing model for possible capital improvement or operational cost coverage	Internal Agency Time
	Determine if sports fields should be developed in new Breckenridge community along SR9	Breckenridge has proposed development located close to the existing Kingdom Complex and Upper Blue Elementary School. Town and school officials should discuss long-term options that may relate to the development of sports fields in the community.	BR, SSD	Amount that would indicate the feasibility of using this taxing model for possible capital improvement or operational cost coverage	Internal Agency Time
	Secure short-term agreement with Denver Water to allow the Blue River Complex to remain in inventory for the next 3-5 years. County officials need to begin looking at options to develop a new sports complex in the County. This complex would be funded through the County and its partners.	Negotiate a short-term agreement for the County to use Blue River Complex fields. Arrange for a partner to take over maintaining and programming the fields in the short term, preferably Silverthorne. Allow for partners to share in the cost of managing the facility.	SC, DW, SL, BR, DI, SSD, FR	Short term agreement would allow for continued use of this needed complex and allow for officials to look for better long-term opportunities	Costs will vary based upon location of new complex
	Option 1 – allow for all agencies in the County to operate under a single reservation system	The County and its agencies need to determine how to best serve its residents in a consistent fashion. This is Option 1. This option would allow for all field providers in the County to operate under one reservation and fee system. Each of the agencies would contribute to the creation of a system and realize revenue benefits based upon the number of reservations received	BR, FR, DI, SL, SSD, SC	Single reservation system in place to provide for consistency in registration, permitting and paying for fields	Contract costs will vary; revenue collections will vary based upon reserved time

Year	Objective	Action	Responsible Parties	Targeted Outcome	Cost
	Option 2 – put forth a referendum on the November 2008 ballot that would determine whether residents would favor having a recreation district	The County and its agencies need to begin discussions about whether a recreation district would benefit the County as a whole or limit the district in size and scope. If warranted, place on ballot in fall of 2008	BR, FR, DI, SL, SSD, SC	Ballot question that would define the size and scope of a recreation district in the County	Costs to be determined
	Start process to relocate Blue River Sports Complex.	Work with partner agencies and leagues to determine where the complex should relocate and if it should be merged with a possible tournament facility	FR, BR, DI, SL, SSD, SC	Find multiple sites to consider as a sports complex. Work with partners to finalize most optimum site	Costs to be determined
2 – 5	Determine if a tournament complex is feasible	Perform a feasibility study to see if a multi-field/multi-sport complex would be advantageous to the County	BR, FR, DI, SL, SC, SSD	Study that indicates where a facility could locate, the cost of such a facility, what the facility would house, annual operating dollars, and expected revenues	Study costs approximately \$20,000
	Determine staffing levels to adequately maintain facilities	As new facilities come online, develop staffing levels that allow for the adequate maintenance of all sports fields in the County	BR, FR, DI, SL, SSD, SC	Plan that establishes staffing ratios and resources needed to maintain new fields that are developed	Internal Agency Time
	Implement Silverthorne park master plans	Develop fields that have been planned for Silverthorne	SL, SSD	Fields will be developed in accordance with adopted master plans	\$150 K +/- per acre development cost
5 – 10	Determine park and recreation needs in the County	The County should initiate a parks and recreation master planning process for the entire County.	BR, FR, DI, SL, SSD, SC, Tourism Development Council	Create a master plan that assesses existing parks and recreation needs and determine future demand for services county wide	Plan Cost \$125 K
	Determine if more synthetic turf fields should be developed	Based upon recommendations from the master plan and if fields should be developed, determine which ones should be synthetic turf	BR, FR, DI, SL, SSD, SC	Document that details where field(s) should be developed, if they should be synthetic and the overall costs to develop and maintain the field(s)	Internal Agency Time
10 – 20	Implement Master Plan recommendations and update plan in year 15	The master plan should have implementable strategies. Each agency or oversight agency should implement action items.	BR, FR, DI, SL, SSD, SC	Carry out development of new facilities and/or maintenance strategies	Plan Costs to be determined

G. Summary of Jurisdiction Recommendations

Jurisdiction	Action Items
Breckenridge	<ul style="list-style-type: none"> · Consider continuing the SCafNA team coordination in order to achieve goals of the assessment and provide consistency in the future of Summit County's Athletic Fields · Improve infield mix on all baseball/softball fields. · Monitor use of Kingdom Pitch to determine whether un-permitted use occurs. If so, determine enforcement policy that mitigates this type of play. · Possible upgrade to synthetic turf at Kingdom Pitch · Improve conditions at Carter Park (if organized play is to continue) · Adopt fee policy that incorporates assisting local leagues to use fields while allowing the Town to collect needed revenues
Dillon	<ul style="list-style-type: none"> · Consider continuing the SCafNA team coordination in order to achieve goals of the assessment and provide consistency in the future of Summit County's Athletic Fields · Master plan Town Park in 2008. Consider reprogramming the use of the park (as mentioned in the Town's parks and recreation master plan completed in early 2007) · Consider finding additional Town land to plan for future field demand. Types of fields (multi-purpose of baseball/softball) should be evaluated as sports trends may change over time.
Frisco	<ul style="list-style-type: none"> · Consider continuing the SCafNA team coordination in order to achieve goals of the assessment and provide consistency in the future of Summit County's Athletic Fields · Move forward with redesign of PRA; types of fields to be constructed to be determined based upon use and demand. · Continue to maintain sports fields at \$8,000 per acre and adjust the budget as more acres of sports fields are added to the inventory. · Make further improvements to the baseball field to bring it up to high school baseball field standards. Turf infield (scheduled for 2008), restrooms and concessions. · Fees should be adjusted to a consistent level with other agencies based upon the type of field being reserved
Silverthorne	<ul style="list-style-type: none"> · Consider continuing the SCafNA team coordination in order to achieve goals of the assessment and provide consistency in the future of Summit County's Athletic Fields · Develop future fields at parks as defined in master planning documents. Town officials should determine the type of fields based upon use and demand of current facilities. When developed, the Town should maintain the fields internally or establish an IGA with SSD that ensures the fields will be maintained to prescribed standards. · Continue to maintain fields to their current levels. · Replace infield mix with a finer mix at Trent Park if the town would like to improve the texture. · Monitor use of Rainbow Park to ensure that permitted uses are occurring and no large groups are using the facility without a permit or paying applicable fees. · Possible upgrade to synthetic at Rainbow Park · Proceed with development of proposed fields at South Maryland Ranch Creek Park and Cottonwood Park. Types of fields should be determined based upon usage numbers and demand at the time of development · Establish fee policy that allows for Town-sponsored leagues to use certain facilities for free for a prescribed time then charged the fee schedule rate for hours over the allotment · The Town and Summit County should continue discussions regarding the management and operation of the Blue River Fields. Both the town and County should involve other jurisdictions in this discussion to help determine a strategy that will be coordinated with a short-term lease with Denver Water. Costs to manage and operate Blue River Fields should be shared by all jurisdictions involved.

Summit County	<ul style="list-style-type: none"> · Consider continuing the SCafNA team coordination in order to achieve goals of the assessment and provide consistency in the future of Summit County's Athletic Fields · Negotiate short-term lease with Denver Water (+/-3 years) for continued use of Blue River at its current conditions. · Upgrade existing facilities to ensure safe and quality play for local leagues and tournaments if a longer term lease is desired (+5 years) <ul style="list-style-type: none"> o Cost - \$675,000-\$825,000 · Work with partners to identify possible land that could accommodate a large sports complex (6-8 fields) with multiple uses (baseball, softball, soccer, lacrosse, rugby)
Summit School District	<ul style="list-style-type: none"> · Consider continuing the SCafNA team coordination in order to achieve goals of the assessment and provide consistency in the future of Summit County's Athletic Fields · Work to develop a maintenance program that would allow fields to be maintained by other towns in the County or by private contractor · Work with Town of Frisco to change surface of PRA baseball/softball field to a synthetic surface. Monitor if the Blue River fields will relocate in the short term and whether other tournament facilities are planned and constructed · Follow recommended actions to improve conditions at existing fields · Adopt recommended fee schedule · Set up a special revenue account to allow for a fund to be created to provide for play area improvements or capital purchases that are tied to these facilities · Staffing and resource levels need to be improved to a level of \$5,000 per developed acre by 2008-2009. In 2009-2010, levels need to increase to \$6,000 per maintained acre. If SSD determines it is more feasible to outsource maintenance, outside company should maintain to similar levels





MEMORANDUM

TO: Town Council

FROM: Joanie Brewster, Administrative Services Coordinator

DATE: April 2, 2008

SUBJECT: Planning Commission Vacancy

Attached please find five letters of application for the Planning Commission.

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

March 27, 2008

Breckenridge Planning Director
Town of Breckenridge
PO Box 168
Breckenridge, CO 80424



TOWN OF BRECKENRIDGE
PLANNING DEPT.

Dear Planning Director:

I am interested in serving on the Breckenridge Planning Commission.

I have served on the Upper Blue Planning Commission (1992-2002) as the appointee by the Town of Breckenridge, much of that time as vice-chair or chair. I also co-chaired the Joint Upper Blue Master Planning Committee (1996-1998).

Though the County's development code is very different from the Town's, I have a basic knowledge and understanding of the Town's development code and believe that I would come up to speed fairly quickly.

My historic preservation knowledge is based in part on observing changes to historic structures in Breckenridge over the past 36 years. I have also been involved in the reconstruction and preservation of several old cabins, including buildings on Boreas Pass.

Thank you for considering my application.

Yours truly,

A handwritten signature in black ink, appearing to read "Leigh Girvin". The signature is stylized and includes a long horizontal stroke extending to the right.

Leigh Girvin
205 S. Harris St. #C
PO Box 7462
Breckenridge, CO 80424
970-453-8319
Registered voter in Breckenridge since 1979

Michael Raitman
P.O. Box 1418
Breckenridge, CO 80424
240-215-5352
Email: foxhounds2@gmail.com

March 30, 2008

Breckenridge Planning Director
Town of Breckenridge

I saw an advertisement in the Summit Daily News indicating there were vacancies on the Town of Breckenridge Planning Commission. I would like to state my interest in filling one of those vacancies, as I would be pleased to contribute to the future planning and development of Breckenridge.

My wife and I are new to Breckenridge. We purchased a vacation property a year ago after visiting during the ski season and then spent late summer here as well. At that time we also decided to open our art gallery, Art on a Whim, here in Breckenridge at the Town Square Mall. We've been in business here since December 2007 and have since purchased another property up Ski Hill Rd. to use for our permanent residence here in Breckenridge. We love the town and all it has to offer and would like to help in any way we can to ensure that what attracted us here in the first place remains and continues to improve.

My background and education is in engineering. I had a long and successful career as an electrical and software engineer. My education includes both Bachelor's and Master's degrees in Electrical and Computer Engineering. In addition to running our art gallery business, I also ran a successful consulting business during part of my engineering career.

I served for three years on the Parks and Recreation Commission in Frederick, MD. We interacted frequently with the Planning Commission when determining required areas of open space and parks for new developments.

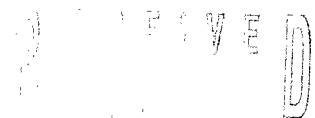
I believe that being a newcomer to the area I would add a fresh perspective to planning issues, from that of a resident, vacation rental property and business owner, each in three separate areas of the town. My business, government and technical expertise mix would be a great asset to the Planning Commission.

Please consider me for one of the open positions on the Town of Breckenridge Planning Commission.

Sincerely,



Michael Raitman



BRECKENRIDGE
DEPT

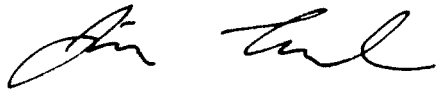
March 31, 2008

Dear Mayor and Council,

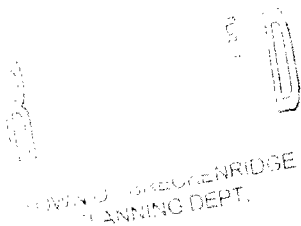
I would like to express interest in the upcoming Planning Commission opening. I feel that I would bring a strong background to the group and would really enjoy the chance to serve the community. My experience in the planning process includes considerable experience in historic renovation as well as sustainable building practices. In addition, I have a strong interest in the use of solar energy; both hot water systems as well as photovoltaic.

Designing, building and restoring structures has been a passion of mine for many years. I feel I would be an asset to the Planning Commission.

Thank you for your consideration.



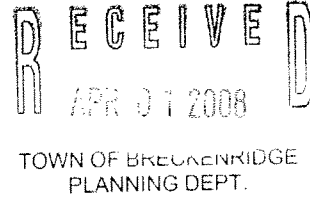
Jim Lamb
jlamb@coloradomtn.edu
453-9132



TOWN OF SILVERTON
PLANNING DEPT.

April 1, 2008

Town of Breckenridge
PO Box 1058
Breckenridge Colorado



Re: Breckenridge Planning Commission

Dear Mr, Grosshuesch

I would like to be considered for one of the open positions with the Breckenridge Planning Commission. I have a background in construction and the application process and I have an interest in serving in the development and historic preservation areas.

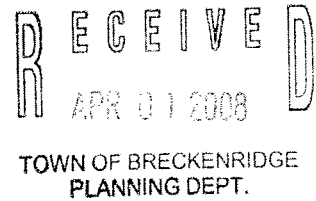
Sincerely,

Dennis G. Kuhn

John Rath

April 1, 2008

Breckenridge Planning Director
150 Ski Hill Road
PO Box 168
Breckenridge, CO 80424



Re: Planning Commission Position

To whom it may concern:

I have always been one to believe that the grass is greener on my side of the fence. It has always been important for me to take interest in, and cherish all that surrounds me. Never have I been happier then when I am home. My home is Breckenridge.

I have skied the hills, biked the trails, climbed the mountains and hiked with my friends and dog to the far reaches of all that is Breckenridge and beyond... While doing so, I have broken my neck, blown out my knee, injured my shoulder and lost my front teeth... with never a moment of regret. I love this place and feel that I have strong qualifications that will help the planning commission continue to make Breckenridge not only recognized as a world class resort but more importantly as a world class place to live.

I came to Breckenridge 10 years ago via New York City. In two months of experiencing an amazing Breckenridge summer, I went from a producer of movies to a producer of homes. Surprisingly, my work ethic, desire for challenge, financial background and management experience gained during my previous career translated quite well into my new chosen profession.

The company that I founded with my brother and sister, Trilogy Partners, has designed and built over 25 homes in many neighborhoods in Breckenridge as well as other areas in the county and state. From the first home we built, our interest and niche has been to build extremely comfortable, sustainable and energy efficient homes. As Managing Partner, I am responsible for running our company on a day to day basis. I manage our people running the projects and I work directly with our clients to help them achieve their dreams.

Over the past ten years, it has dawned on me that I have not only been a part of a growing Breckenridge but have also been a part of growing Breckenridge. As this understanding has taken shape, I have recognized the underlying responsibility that this entails. For this reason, I have become increasingly involved in organizations that will help our community to grow responsibly. My work with the SCBA and the independent task force to develop a sustainable building code are examples of this commitment to Breckenridge's and Summit County's future.

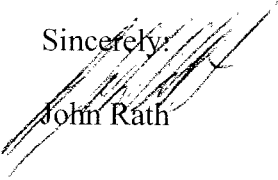
There are many challenges that face our community. A few of which follow:

- affordable housing and the growing shortage of developable land
- beetle kill
- balancing desired development by the few with the needs of the community
- the necessity to develop methods to implement sustainable building methods and alternative energy technologies...

The planning department is instrumental in addressing these issues. It is also instrumental in understanding that a part of solving these problems is finding unrecognized opportunities. It is my shared concern for these issues and my desire to address them in a fair, innovative and balanced way that drives my interest to be a member of the planning commission.

Thank you for your consideration.

Sincerely,



John Rath

John Rath

PO Box 3353, 265 Long Ridge Drive, Breckenridge, CO 80424

johnr@trilogybuilds.com

970-389-0763

Related Experience

Extensive experience in working with architects, landscape designers, engineers and town planners to develop site plans and architectural plans

Dedicated to the study, knowledge and implementation of energy efficient building methods and alternative energy options

Strong working relationship with building officials in the Town of Breckenridge and surrounding areas

Regularly manage several projects simultaneously in various stages of development

Extensive experience with the Breckenridge real estate market

Interests and Concerns:

Coming up with reasonable and equitable solutions to the affordable housing problem

Developing a comprehensive plan to address beetle kill

Balancing development with the needs of the community

Working with developers, architects, homeowners and builders to develop more responsible and sustainable building methods

Community Involvement:

Worked with architects, planners and building department officials to develop our first Sustainable Building Code

Active member of the Summit County Builders Association

Sponsor of Breckenridge Film Festival

Ran electrical installation for the Habitat for Humanity build in 2002

Participated as a volunteer in the BOEC – 2001-2002 – Volunteer of the Year

Awards in 2007

Summit County Builder of the Year as voted by the Summit County Home Builders Association

6 awards at the Summit County Parade of Homes – Including the Premier Award and The Builders Concept Award

Extracurricular Activities:

Skiing

Mountain Biking

Hiking and being in the back country

1989-1998 Freelance Film Producer – New York City

Line Producer, Production Manager, Location Manager, Location Scout – 23 Feature Films

Responsible for developing and maintaining budget and the hire of all crew and cast



MEMORANDUM

TO: Town Council

FROM: Heide Andersen, Open Space & Trails Planner III

DATE: April 2, 2008

SUBJECT: Open Space Advisory Commission Vacancy

Attached please find five letters of application for BOSAC. There are three vacancies for terms from April of 2008 through March of 2010. The terms that are up are Ellen Hollinshead, Dave November, and Scott Yule. All three are reapplying, and we also have applications from Dennis Kuhn and Erin Hunter.

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

From: ellen hollinshead [mailto:ellenonsnow@yahoo.com]
Sent: Monday, March 31, 2008 2:13 PM
To: Andersen, Heide
Subject: Letter to Mayor/Town Council

To Mayor and Town Council:

I'm asking you to please consider me for another term on Breckenridge Open Space and Trails. Over the last two years, I've felt much more comfortable on BOSAC mostly because of the knowledge I've gained after a few years of participation, something which I'm sure as public officials, you too can understand.

BOSAC has switched it's focus somewhat from acquisitions to management. This is where I feel like my personal expertise is useful. Two summers ago, I was part of the Golden Horseshoe Management Planning Process and I represented the voice of the non-motorized skier, both Nordic and backcountry and as a mountain biker. This was an arduous and emotional process, but what it did leave me with is a very extensive knowledge of all the issues that BOSAC is going to face in the future with the management and planning of the Golden Horseshoe. This is such an important issue for me, and I vested so much time and energy into being part of it that I really hope I can continue to be a part of this process. I spent much of my time biking, running and skiing in the Golden Horseshoe, because its so close to home, and I do feel like I have a finger on the pulse of what is happening in this area and what needs to be done.

We also just revised our Trails Master Plan, and this was an incredibly satisfying moment for me on BOSAC. We were asked to list all the trails that need improvement, protection, or even suggestions for where new trails could be built. I turned in pages of notes for this assignment, because this has been my life long passion. I love our trails, I love to explore, and finally I could see this silly obsession of mine actually doing some good! I look forward over the next few years of working with staff and BOSAC to prioritize these trail projects and help staff with much of the legwork this will take.

BOSAC wants to focus more on winter trails – signing, parking, management, developing new trails – and I would love to be a part of these decisions. I am blessed (and cursed!) with enough free time to ski daily on our town and county trails, and I have witnessed first hand what is working and what is not. As president of the Summit Chapter of the Backcountry Snowsports Alliance, I wrote lengthy comments (30 pages) on the Travel Management Plan for the White River National Forest, because there are so many unresolved winter issues out there, and I want to make sure that we begin to see changes. On behalf of the Summit Fat Tire Society, I also wrote comments on summer trails for the Travel Management Plan, and I also want to continue working with the WRNF and BOSAC on the final draft of this plan.

BOSAC is continuing to focus on protecting Cucumber Gulch, an area close to my heart, and what inspired me to first start Open Space. With the development of Peak 7 and 8, this is another project I would love to stay involved with. BOSAC also just completed a

lengthy process of re-designing our signs, and I know that my contribution with this will be more on the next phase, which is where the signs need to be placed.

Thanks for considering me to continue serving on BOSAC!
Ellen Hollinshead

**Erin Hunter
P.O. Box 2123
11 Midnight Sun Road
Breckenridge, CO 80424
(970) 485-4804**

March 29, 2008

VIA E-MAIL (heidea@townofbreckenridge.com)

Town Council
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424
c/o Heide Anderson

Dear Town Council,

Please consider this letter to be my application for Breckenridge Open Space Advisory Commission. I would very much appreciate the opportunity to volunteer and to be able to contribute to the Breckenridge community.

I am a Colorado native, and over the years I have seen the expansive growth across the Front Range. I believe open space and land grant programs are invaluable to preserving land and recreational opportunities in our state, and that acquisition and maintenance of open space lands are the most vital and important elements of BOSAC's program.

On a personal level, I use the Breckenridge and Summit County trail systems almost every day, and often my time on these trails is the best part of my day. I believe our open space and surrounding National Forest and Wilderness areas are invaluable to our experience as Summit County residents.

Although my present professional occupation is primarily in construction and real estate law, I also have a background in environmental law, and worked for the HAZMAT division of the National Park Service, as well as interning with Environmental Defense Fund, Land and Water Fund of the Rockies and the EPA. I was also a member of the Recreation Group during the Golden Horseshoe planning process in 2007.

Thank you for your consideration, and please feel free to call if you have any questions.

Yours truly,

Erin Hunter

March 31st, 2008

Heide Anderson
Town of Breckenridge
PO Box 1058
Breckenridge Colorado

RECEIVED
MAR 31 2008
TOWN OF BRECKENRIDGE
PLANNING DEPT.

Re: Breckenridge Open Space Advisory Commission

Dear Ms. Anderson,

I would like to be considered for one of the open positions with the Breckenridge Open Space Advisory Commission. I hope with my past experience and in keeping current with trail, and open space management issues I would be considered as a possible candidate.

Sincerely,


Dennis G. Kuhn

-----Original Message-----

From: David November [<mailto:dnovember@gmail.com>]

Sent: Monday, March 31, 2008 2:37 PM

To: Andersen, Heide

Subject: BOSAC interest letter

Heide:

I'm writing to let you know I'm interested in being considered for reappointment to the Breckenridge Open Space Advisory Commission. I've learned a lot about the issues related to open space in the last two years while serving on BOSAC and would like to continue serving to be involved in the stewardship of Cucumber Gulch, the potential planning for a Nature/Nordic Center, ongoing issues related to the Golden Horseshoe, and with ongoing open space management and acquisition. While some of my opinions have differed from those of other BOSAC members in the last two years, I think it is the diversity of opinions and ideas from BOSAC that help make a strong commission. I look forward to talking with the Town Council about their consideration of my interest in reappointment.

Thanks,
David November

March 27, 2008
Breckenridge Town Council
PO Box 168
Breckenridge, CO
80424

Dear Mayor Warner and Town Council Members,

I would like to express my continued interest in serving on the Breckenridge Open Space Advisory Commission. I have just completed my second appointment and look forward to working, first and foremost, to help establish the goals and objectives stated in the BOSAC mission statement.

During the past four years the long awaited purchase of the B&B property and Golden Horseshoe visioning project have become a reality. My priority is continued involvement in the management process for protection of natural resources, sustainable trail systems and mining heritage.

As you may know, I am especially enthusiastic and supportive of the Gold Run Nordic Expansion Proposal within the Golden Horseshoe.

I also feel strongly about the importance and uniqueness of the Cucumber Gulch Preserve property. My passion is the protection of the natural resources and management of recreational activities within this special Breckenridge resource.

BOSAC has the responsibility to act as the "Lead Entity" for this property and I hope to continue working toward those goals.

I look forward to discussing my interests in serving on BOSAC in the future.

Cordially,

Scott Yule
108 Goldflake
Breckenridge, CO
333-1573

Memorandum

To: Town Council
From: Jennifer Cram, Planner III
Date: 4/17/2008
Re: Public Art Commission Appointment

We have advertised to fill one vacant position on the Breckenridge Public Art Commission (BPAC), as Maya Barr resigned recently having accepted a position with the Town. The term is two years to complete Maya's original term.

We have received five letters of interest. All five letters of interest are included in your packet for review. We are also attaching some example questions to assist you with interviews on April 22nd.

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

JESSIE PAIGE

PO Box 4525 • Breckenridge, Colorado 80424
Studio: 970.453.6995 • Cell: 970.333.1343
jessiepaige@comcast.net

March 13, 2008

Jennifer Cram
Town of Breckenridge
PO Box 168
150 Ski Hill Road
Breckenridge, CO 80424

Dear Jennifer,

It was nice seeing you and attending the Public Arts Commission meeting last week. In attending the meeting, I learned that there is an open position for the PAC and I am writing to express my enthusiastic interest in applying.

I moved to Breckenridge a little over 4 years ago. During that time I have been working seasonally in Breck and spending my summers in San Francisco working on my MFA from the San Francisco Art Institute. I will be graduating in May when I have my MFA Exhibition in San Francisco. I am excited that my graduate work is coming to an end and I am looking forward to becoming an active and contributing artist in my own community, where I now live year round.

My passion is not only in creating art, but also for teaching art and helping to enrich my community through art programs. I have been an art professional working with my community for over 15 years. As you will see by my attached resumé, I am currently Adjunct Faculty at the Rocky Mountain of Art & Design in Denver in the Fine Arts Department as well as have experience teaching and chairing the workshop program for the Center of Photography at Madison in Madison, Wisconsin. Also during my time in Madison, WI, I was the Staff Photographer and Assistant Registrar at the Madison Museum of Contemporary Art. I was responsible for creating all condition reports that included both written and visual documentation, for all works of art in the museum's permanent collection as well as all work exhibited in the museum. I worked closely with the acquisition committee both in acquiring new works, de-accessioning works, maintaining current insurance values of all works, and maintaining the collection. I was also responsible for all slide archives of the museum and handled all rights and reproduction requests of works in the permanent collection.

I would truly embrace the opportunity to bring my experience and expertise to the Public Arts Commission and be actively involved in my own community by blending my passion for the arts with my passion for the town that I call home. I look forward to talking with you and the Town Council about this possibility on April 22nd. In the interim, if you would like more information, you can contact me by email, jessiepaige@comcast.net or by phone. My studio number is 970.453.6995 and my cell is 970.333.1343.

Thank you for considering me.

Sincerely,

Jessie Paige

JESSIE PAIGE

PO Box 4525 • Breckenridge, Colorado 80424
Studio: 970.453.6995 • Cell: 970.333.1343
jessiepaige@comcast.net

EDUCATION

M.F.A., Photography, San Francisco Art Institute, San Francisco, CA (May 2008)
B.F.A., Photography, Magna Cum Laude, Savannah College of Art & Design, Savannah, GA, 1996

TEACHING EXPERIENCE

2007-Current Adjunct Faculty, Department of Fine Arts, Rocky Mountain College of Art & Design, Denver, CO
2007 Graduate Assistant, San Francisco Art Institute, San Francisco, CA
2005 Visiting Artist Lecture, *Alternative Processes in Photography*, California College of the Arts, Oakland, CA
2002 Visiting Artist Lecture, University of Wisconsin-Madison, Madison, WI
2000-2002 Workshop Educator, Center for Photography at Madison, Madison, WI
1999-2001 Education Committee Chair, Center for Photography at Madison, Madison, WI

ART RELATED EXPERIENCE

2000-2003 Staff Photographer & Assistant Registrar, Madison Museum of Contemporary Art, Madison, WI
1999-2001 Strategic Planning Committee, Center for Photography at Madison, Madison, WI
1997-2000 Architectural Photographer, Howard Holtzman & Associates, Kildeer, IL

AWARDS & HONORS

2008 1st Place Award, *Toledo Friends of Photography International Exhibition*, Juror Todd Hido
2000 *Photography Scholarship*, Anderson Ranch Fine Arts Center, Snowmass Village, CO
1998 *Photographic Study Grant*, Maine Photographic Workshops, Rockport, ME
1996 *Outstanding Achievement in Photography*, Savannah College of Art & Design, Savannah, GA
1992 *Frances Larkin McCommon Scholarship*, Savannah College of Art & Design, Savannah, GA

SOLO EXHIBITIONS

2008 *Quietus*, Breckenridge Theater Gallery, Breckenridge, CO
2007 *Jessie Paige -- Recent Photographs*, Speakeasy Gallery, Breckenridge, CO
2004 *New Work*, Still Lights Gallery, San Francisco Art Institute, San Francisco, CA
2000 *Paysages de Provence*, Canterbury Booksellers Cafe, Madison, WI

JURIED EXHIBITIONS

- 2008 *TFOP 2008 National Juried Exhibition*, University of Toledo Center for the Arts
(1st Place Award, Juror, Todd Hido)
- 2007 *Introductions*, Gallery 3175 Root Division, San Francisco CA
(Juried by Gregory Lind, Jessica Hough, Dana Hemenway)
- 2000 *Convergence of Excellence*, Pinnacle Gallery, Savannah, GA
- 1999 *Lesser Works*, FotoCircle Gallery, Seattle, WA

GROUP EXHIBITIONS

- 2008 *Vernissage*, San Francisco Art Institute MFA Exhibition, Fort Mason, San Francisco, CA
- 2007 *Faculty Exhibition*, Phillip J. Steele Gallery, Rocky Mountain College of Art & Design, Denver, CO
I Often Shoot Myself, Diego Rivera Gallery, San Francisco Art Institute, San Francisco, CA
Continuing MFA Exhibition, Diego Rivera Gallery, San Francisco Art Institute, San Francisco, CA
Rituals, Swell Gallery, San Francisco Art Institute, San Francisco, CA
- 2006 *Continuing MFA Exhibition*, Diego Rivera Gallery, San Francisco Art Institute, San Francisco, CA
Chow-Fun Ho-Down, Swell Gallery, San Francisco Art Institute, San Francisco, CA
Habitations, Swell Gallery, San Francisco Art Institute, San Francisco, CA
- 2005 *9 Square Grid*, Diego Rivera Gallery, San Francisco Art Institute, San Francisco, CA
Continuing MFA Exhibition, Diego Rivera Gallery, San Francisco Art Institute, San Francisco, CA
Chow-Fun Ho-Down, Swell Gallery, San Francisco Art Institute, San Francisco, CA
- 2004 *Fortune Cookie Classic*, Swell Gallery, San Francisco Art Institute, San Francisco, CA
- 2002 *AAF Contemporary Art Fair*, Wendy Cooper Gallery, New York, NY
- 2000 *Center for Photography at Madison Group Show*, Madison Civic Center, Madison, WI
- 1999 *Recent Works*, 7th Floor Gallery, University of Wisconsin-Madison, Madison, WI
Center for Photography at Madison Group Show, Madison Civic Center, Madison, WI
- 1996 *BFA Exhibition*, Bergen Hall Gallery, Savannah, GA

BIBLIOGRAPHY

Jacob Stockinger, *Snapshots from Photofest 2000*. The Capital Times, Madison, WI, March, 2000, p1.

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TOWN OF BRECKENRIDGE
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Amy Evans
P.O. Box 3479 • Breckenridge, CO 80424 • (970)-453-1536
• email: amyart@comcast.net • www.amyevansart.com

April 7, 2008

Jennifer Cram
Community Development, Town of Breckenridge
PO Box 168
Breckenridge, CO 80424

Dear Jennifer,

I am interested in serving on the Arts Planning Commission to fill an unexpired term. Several members of the commission have discussed with me the Arts Commission's role in the community, and it definitely interests me.

I would be honored to be considered for this position.

Sincerely,


Amy Evans

Resume

Married to John W Evans, Jr. , three children, one grandson. Lived in Breckenridge, CO. since 2005. Owned property in Summit County since 2000.

Education:

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

Job History:

Art teacher, Jr. and Senior High School, Jackson Preparatory School, Jackson, MS.
1973-75.

Private Lessons art instructor. 1975-present.

Owner, 3rd Dimension Gallery, Jackson, MS., 1991-1995.

Currently Professional Artist, Art workshop instructor.

Affiliations:

Handweavers Guild of America, Inc.:

Board of Directors, Handweavers Guild of America, 1999-2005.

Vice President, Handweavers Guild of America, 2004-2005.

Chairman, Certificate of Excellence Program, 2003-2005.

Chairman, Small Expressions International Exhibition, 1999- 2003.

President, Rocky Mountain Weavers' Guild, 1997-1998.

Signature Member, Plein Air Artists of Colorado, 2006-present.

Juried Associate Member, Oil Painters of America, 2004-present.

Juried Associate Member: American Impressionist Society.

2nd Vice President, Show Chairman, Women Artists of the West.

Founding and Charter Member, Piedmont Outdoor Painting Society.

Secretary, Summit County Arts Council, 2007.

Vestry Member, Arts and Architecture Committee Member, St. John
the Baptist Episcopal Church, Breckenridge, CO. 2007-present.

Regional Editor, Fine Art Connoisseur Magazine, 2004- present.

Highlands Park Homeowners Board of Directors, Breckenridge, CO.: 2007.

Dena Raitman
P.O. Box 1418
Breckenridge, CO 80424
240-215-5354

Email: artonawhim.breck@gmail.com

RECEIVED
APR 11 2008

TOWN OF BRECKENRIDGE
PLANNING DEPT.

April 8, 2008

Breckenridge Public Art Commission
Town of Breckenridge

I saw an advertisement in the Summit Daily News indicating there is a vacancy on the Town of Breckenridge Public Art Commission. I would like to state my interest in filling the vacancy, as I would be pleased to contribute to the future planning and development of the art community of Breckenridge.

My husband and I are new to Breckenridge. We purchased a vacation property a year ago after visiting during the ski season and then spent late summer here as well. At that time we also decided to open our art gallery, Art on a Whim, here in Breckenridge at the Town Square Mall. We've been in business here since December 2007 and have since purchased another property up Ski Hill Rd. to use for our permanent residence here in Breckenridge. We love the town and all it has to offer especially the arts and would like to help in any way we can to ensure that what attracted us here in the first place remains and continues to improve.

My background and education is in the educational field. I had a long and successful career as a teacher and administrator. My education includes both Bachelor's and Master's degrees in the Educational and Psychology fields. In addition to running our art gallery business, I also ran a successful consulting business during my teaching profession.

I have implemented art programs in schools that I have worked in during my 30 plus years in the educational field brought in different artists to class. When living in the Philadelphia, Pennsylvania area I associated myself with an art gallery and helped run their art auctions throughout the community for different charitable organizations. I have always been interested in the arts and have gone around the country visiting art galleries and art museums. This past year I continued to travel to many states and continued my quest of my love of art.

I believe that being a newcomer to the area I would add a fresh perspective to planning issues, from that of a resident, vacation rental property and business owner, each in three separate areas of the town. Through my love of art and sharing this love with many people and my varied experiences, I feel that I am qualified for the position on the Art Commission.

Please consider me for the open position on the Town of Breckenridge Art Commission.

Sincerely,



Dena Raitman

March 31, 2008.

Application and resume for the position with the Public Arts Commission.

Per suggestion by Kate Hudnut, and supported by Janis Bunchman and Jennifer Cram.

I am writing to you to confirm my interest in joining the Public Art Commission board.

As you know, I am a professional photographer. I have been shooting weddings, events and families here in Summit for over twelve years. Prior to that I worked for the Summit Daily as a photographer along with Mark Fox. I shoot film exclusively, and have not swayed to using digital media, despite the enticing decrease in overhead and instant gratification it offers. My subject matter is mainly people, and film offers a clarity that is unsurpassed. I endeavor to capture every wrinkle, each twinkling eye and all the breathless moments that life has to offer in perfect detail.

I grew up in Breckenridge. I remember Alden Spilman driving the ice cream truck past the AR while I sat on the sunny deck with my parents. Now Alden's snapshots of town are selling for hundreds of dollars... who knew? Apparently he did.

Now I have a chance to help preserve the art and history of Breckenridge. Our town is experiencing a renaissance with the new resorts, chair lift, and artist district. We have a great responsibility to preserve and protect the unique creativity that expresses life amongst these peaks. Not only do we need to preserve the art that is inspired here, but we need to share it with the many visitors who strive to experience our valley through the creative souls of our artists.

I would be honored to be a part of the Public Arts commission so that I could actively contribute to the Breckenridge experience.

Resume:

-Attended private school in England and France to study Fine Art and Language from 1982 to 1989.

-Graduated *Summit County High* in 1990

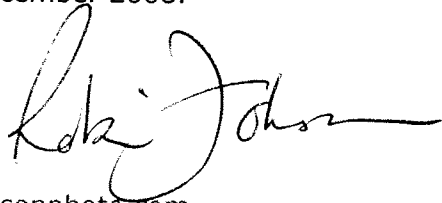
-Attended and graduated the *Colorado Institute of Art* after studying Graphics, Advertising and Photography.

-Photographed for the *Summit Daily News* during the late 1990's

-Was Department Manager and photographer for *Sharpshooter Photography* from 1996 to 2001.

-After the birth of our first child, I began photographing events, weddings and portraits in 2001 under the name *Robin Johnson Photography*. I am currently booked through the first weekend of December 2008.

Most sincerely,
Robin Johnson



www.robinjohnsonphoto.com

970-470-1391

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APR 10 2008
TOWN OF BRECKENRIDGE
PLANNING DEPT.

RECEIVED
APR 08 2008

TOWN OF BRECKENRIDGE
PLANNING DEPT.

April 08, 2008

Dear Jenn and Arts Commission,

I hope this letter finds you well.

I am writing regarding the Arts Commission Seat that is currently available. In writing this letter I am not exactly sure what type of information a member must present to be considered for the Commission Seat.

At this time I can give you a brief overview of myself and my interest in the Arts. Currently I am a Registered Nurse working in the Peak One Surgery Center in Frisco and have been a resident of Breckenridge since the fall of 2001. I was raised in Cincinnati, Ohio and came from a family of artists and have been involved in and interested in art since I can remember. My grandmother and aunt would "copy" the Masters and as a child I wondered why I would see these same pieces from my home in museums - -

As I grew up I personally dabbled in a variety of mediums from owning a flower store to taking numerous drawing classes and then found something I really enjoyed, body casting. While in Summit County I had a small exhibit in Clint's Bakery during the winter of 2004 and was then asked to teach a children's art class at the Middle School. I believe our project called Helping Hands is still hanging in the hallway leading to the auditorium.

Also during my tenure in the county I have worked in the interior design arena with Egolf and Markel Design Group as an assist designer helping clients select everything from hard and soft surfaces to furniture and paint colors. I truly enjoy the creativity involved in the many aspects of design, whether it is architecture or the interiors.

As you might imagine I have also attended the numerous art events in the county as well as my favorite, the Cherry Creek Arts Festival in Denver – buying pieces annually. Yes, I need more wall space!

For as long I can remember I have been drawn to the creativity that the arts provide and would be honored to be involved with a group that can speak for the community I love. When I moved to the county the Arts District did not exist and it has been very exciting to see how this area is ever evolving.

Please let me know if there is anything else I need to do to be considered for this seat. Thanks in advance and I look forward to hearing from you soon.

Take care,



Renee DePrie
970.389.4994

MEMO

TO: Mayor & Town Council

FROM: Tim Gagen

DATE: 4/17/2008

RE: Town Council Vacancy

Attached please find seven letters of application for the vacant 2 year term on Town Council.

Interviews will take place at the Work Session in the following order.

Geoffrey Gempeler
Jane Tarlow
Rob Millisor
John Ebright
Carol Rockne
Jim Lamb
Larry Willhite

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

P.O. Box 1218
118 S. Ridge St., #4
Breckenridge, CO 80424

999 18th St. Suite 3000
Denver, CO 80202



Breck(970) 547-0009
Fax(970) 547-0905
Den(303) 357-4661
Toll Free(866) 547-0009

April 12, 2008

Breckenridge Town Council
Attn: Alison Kellerman
Breckenridge Town Hall
PO Box 168
150 Ski Hill Road
Breckenridge, CO 80424

Re: Vacant Town Council Position

Dear Council Members:

Please consider this letter as my application for the vacated Town Council Position. As you know, I recently ran for Council, generated a respectable number of votes, but ultimately defeated by 2 well regarded incumbents, and another long standing community member. I remain interested in serving our community.

My interest in service arises from a long standing commitment to serving our system of government, serving individuals and families for 35 years, my love of this community, and my determination to see this community continue to thrive for my two children living and working in Breckenridge, and my future grandchildren. I have practiced law for 35 years, helped develop the Legal Services Offices throughout the north half of Minnesota, owned and ran a bank for 13 years, formed the John Simmonet Inn of Court in Minnesota to train young trial lawyers, and practice part time in Colorado.

Why Geoff Gempeler? My wife and I have lived in Summit County full time since 2001, own a home, and my families investment LLC is buying commercial property in Breckenridge. My daughter is a banker and owns her own home in Breckenridge, and my son is a realtor and owns a home in the Valley of the Blue. My son's wife is a teacher at Summit High School. All three graduated from Colorado Universities. Our roots, though young, run deep. I am grounded in this community and plan to stay.

Further, I bring extensive business management experience to the Council. The council has had talented lawyers involved for many of the recent years, and the fruits of their

Geoffrey J. Gempeler, J.D.
Geoff@GempelerLaw.com

leadership is obvious. I would appreciate the opportunity to pick up where they left off. How can legal experience help? I have spent decades negotiating difficult problems. The town's relationship with Vail requires delicate, yet firm, positioning. I have negotiated with big companies for years. The skills to negotiate are not intuitive or natural born, but honed by training and experience.

Some of the key issues I see the Town facing are as follows:

1. Encouraging a supporting Main Street business and the revenue it generates.
2. Development of the Gondola parking area to support Main Street.
3. Dealing with the effects of pine beetle kill, including reforestation, fire mitigation, risk to life, property, water quality from fire.
4. Continue creating attainable housing and child care.
5. Planning for continued growth, the infrastructure needs, the impact on the sense of community, and quality of life.
6. Dealing with Vail in a positive and mutually beneficial way, but also from a position of strength.

I look forward to hearing from you, and the opportunity to work with you.

Very truly,



Geoffrey J. Gempeler

Jane Tarlow
Box 8101
Breckenridge, CO
970-453-1252

To the Mayor and members of the Breckenridge Town Council:

Please accept this letter as an indication of my interest in filling the vacant seat on the Town Council. I've been a resident here since the winter of 1982, but until more recently, I spent my summers working out of state, and so had to keep an active interest in town from a distance. Now that I am here year-round and have the perspective of a fairly long time observer, I'd like to bring my participation from behind the scenes to a more active position as a contributor to the future of my community. I've been fortunate enough to both experience the benefits of living here and the sometimes struggle to remain here, and believe I have a well-rounded perspective on the many facets of managing a community's growing needs.

You'll see from my background that I am mostly a teacher, which means I have a vested interest in being a learner, and I believe it is time to take my practical experience as a resident and put it to use by more thoroughly educating myself and others about the issues confronting the community. It has always surprised me that, while many people seem to talk about what's great or not so great here, or have ideas or criticisms about current issues, they often miss the opportunity to express those thoughts with their votes or their time. The turnout at the recent election was a reminder to me that it's time to move myself out of that talk phase and into action. Being the daughter of a long ago Town Council member back in West Hartford, CT, I had a first hand look at the commitment it takes to work on behalf of fellow community members to help the town fulfill its potential.

While I suspect some of you may know me by face because we share the streets, the slopes, the grocery store, and the post office, I am certain I know more about you as a result of your more visible roles and efforts on behalf of Breckenridge. While I've had less visibly direct involvement in my residence here, my eyes and heart have always ^{kept} kept watch on the place. We all have moments when we are moved to act, and my time to put past considerations of seeking a council seat into action is now. The town faces many issues as it continually defines itself going forward, and I would welcome the opportunity to confront, discuss, and make decisions about them with you.

Thank you for your consideration,



JANE F. TARLOW

P.O. Box 8101, Breckenridge, CO 80424

970-453-1252

SIGNIFICANT SKILL AREAS

Managerial and Organizational Skills

- Able to analyze systems and improve efficiency
- Can train and build teams
- Conscientious worker with attention to detail
- Ability to define goals, tasks, and timetables
- Self-motivated, willing to use initiative
- Deadline oriented

Communication and Interpersonal Skills

- Can quickly build trust and rapport with people
- Comfortable delegating tasks and motivating staff
- Strong service orientation
- Ability to research and present information verbally to small or large groups
- Strong writing skills, computer literate
- Comfortable talking to people of all ages and backgrounds

EDUCATION

1980 - Ed.M Administration, Planning, and Social Policy, Harvard University Graduate School of Education

1979 - B.A. Individualized Major in Humanities, with Distinction, U. of Connecticut

PRESENT EMPLOYMENT

SUMMIT COUNTY SHERIFF'S OFFICE, Breckenridge, CO

Summers 04-present

Special Deputy, Boat Patrol, Dillon Reservoir Recreation Area

Responsible for public safety, education, and enforcement in the Dillon Reservoir Recreation Area. Work independently patrolling water and land, providing emergency response and assistance to boaters and other area users.

BRECKENRIDGE SKI RESORT Breckenridge, CO

Winters 1982 - Present

Professional Ski Instructor/Staff Trainer

Teach class and private lessons to all ages and abilities. Specialize in students requiring psychological or motivational support. Fully certified by PSIA. Past Coordinator of Women's Skiing Seminars (program development, staffing, and interdepartmental communication). Special recognition for contributions to training program. Recipient of Employee of the Month awards. 10 seasons additional experience, Butternut Basin, MA.

Training Specialist (part-time 99 - 01)

Present multi-media New Employee Orientations and programs for returning employees in multi-department groups. Program highlights: guest service, paperwork, safety, corporate purpose and values. Rated highly on employee feedback forms. Developed PowerPoint presentation for Fall 2000.

PROFESSIONAL EXPERIENCE

Educational Development, Administration, Evaluation, and Research

Assistant to the Director - Harvard/Danforth Center for Faculty Development Cambridge, MA

Observed, evaluated, and provided feedback to professors on teaching performance and student evaluations.

Project Evaluator/Advisor - U. of Connecticut Center for Educational Innovation Storrs, CT

Observed, evaluated, and provided feedback to professors on teaching performance. Administered and analyzed student evaluations, counseled prospective Individualized Major candidates.

Program Developer - Windham Alternative Learning Center, Willimantic, CT

Created and taught electives for Social Studies/English classes.

Program Planner - CO Mountain College Vail, CO

Course development for ski instructors' program.

Research Assistant - Stanford Neuropsychology Lab, Dr. Karl Pribram, Palo Alto, CA

Researcher - Harvard Graduate School of Design, Cambridge, MA

Corporate Education Centers' Programming and Design project.

Supervisory Park Ranger/Interpreter - Denali National Park, AK and Mesa Verde, CO

Trained and evaluated staff on visitor information, traffic data collection, and permit issuance. Reorganized the Denali Travel Permit system to more efficiently issue over 1000 permits. NPS Special Achievement Award for training on and evaluation of road access issues. At Mesa Verde, planned, researched, and

conducted interpretive programs including tours and evening slide programs. Led new employees' orientation tour. NPS Suggestion Award for creation of Junior Ranger Program and brochure.

Additional Supervisory, Administrative, and Outdoor Experience

Elections Assistant(04-06), Summit County Clerk and Recorder's Office, Breckenridge, CO
Assisted with preparation and distribution of absentee ballots, took over organizing the process in second season. Support service for all election preparations and served as election judge. Record keeping and election summaries, breakdown of election materials.

Trip Leader/Raft Guide Keystone Resort, Keystone, CO

Recreation Technician/Forest Protection Officer US Forest Service, Dillon, CO Educated forest visitors on resource protection to minimize enforcement issues. Patrolled and maintained Cataract Lake/Green Mountain Reservoir area in the north end of the Dillon District, White River National Forest. Monitored activity along a twenty mile route from the district office to the north boundary, including river rafting permittees, wilderness trailheads, hunting areas, seven campgrounds, and a high use day area. Worked on trail clearing projects with the wilderness ranger and provided support to on-site volunteer at Cataract Lake. Emphasis on educational contacts with forest visitors for resource protection, minimizing enforcement issues. Late summer - Fire supplies' driver, Rocky Mountain Area Coordination Center, Jeffco Airport, CO.

Public Works/Kingdom Park Crew

Responsible for daily grounds maintenance of softball/soccer/tennis facilities, flowerbeds, and park play structures. Prepped fields for play, assisted Riverwalk crew with riverbank restoration/tent takedown, and worked preventative maintenance projects as needed. Familiar with a range of tools, equipment, and safety procedures.

Ground Crew Chief - Balloon Colorado Dillon, CO

Staffing early am flights. Chase crew support.

Housekeeping Staff Supervisor - Grand Hotel Mackinac Island, MI

Travel Consultant/Tour Escort - White Travel West Hartford, CT

Educational bus trips for local schools.

Professional Skills Education/Experience: CO State Parks' Boat Ranger Academy, Breckenridge Ski Resort Potentials and Management Development Programs I and II, Situational Leadership 2, American Red Cross Certified First Aid/CPR Instructor, Supervisory Skills, Innovative Guest Relations, Small Group Communication, Collaborative Politics, Stress Management, Intern - Alaska Environmental Lobby, VIP Attendee - National Park Service 75th Anniversary Symposium, Intern - Design

Management Institute Conference (80), support staff- National Institute for the Clinical Applications of Behavioral Medicine Conference(95), and International Society for the Study of Subtle Energies and Energy Medicine Conference(00). Completed video course “Financial Management for Non-Accounting Professionals”.

REFERENCES: Available upon request

**Rob Millisor
P.O. Box 3301
Breckenridge, CO 80424**

April 11, 2008

Mayor John Warner and Town Council Members
Town Of Breckenridge

c/o Alison Kellermann
via email alisonk@townofbreckenridge.com

Dear John and Council:

Please accept this letter as my application for the vacant Council seat on the Breckenridge Town Council. After much soul searching and many discussions with Amy as well as my business partners, I have concluded that I really do have the time, energy, and passion necessary to effectively serve on Council for another two years.

I believe our council has accomplished much to improve the lives of the citizens of Breckenridge over the past several years, but I know that there is still much to be done. I believe that by serving for another two years I can assist you in moving forward, if not finishing, many of the initiatives we have begun.

I think you all know the perspective that I bring to the Council of someone who is deeply engaged in the economic well being of the business community, but who is also passionate for maintaining a sustainable community of local residents who can work and live here. While not always agreeing, I believe we all share a dedication to govern in accordance to the vision statement of our community.

It has been a pleasure working with all of you over the past couple of years and I would be honored to serve another two years if you so desire.

Respectfully,

Rob Millisor

JOHN E. EBRIGHT
871 GOLD RUN ROAD/PO 9316
BRECKENRIDGE, CO 80424

April 8, 2008

Alison Kellerman, Administrative Services Supervisor

Town of Breckenridge

Re: Letter of Interest to be appointed to fill Town Council Vacancy

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

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

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

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

Specifically, the key issues that I see in the future are the following:

Relationship and joint ventures with Vail Resorts. Several major programs are on the agenda which include the development of Peak 7 and 8, Gondola area and infrastructure issues for Peak 6.

Affordable housing. The Town has an active affordable housing program in place. I would like to be a participant and see if actual housing construction could move more quickly. In addition, affordable rental facilities should be addressed.

2009 Town budget. With a possible recession in the wind, making sure the next budget is balanced and reflects appropriate reviews of seeing where expenses can be reduced will be needed.

Main Street parking and pedestrian enhancement. Many of the merchants I talked to were concerned about parking and keeping a steady stream of walking traffic in the Town. The Town needs to focus on these issues and look at options to make changes that will help local merchants.

Open space activities. The Town gets high marks for its acquisition of additional acreage in the Golden Horseshoe and its environmental remediation activities. These programs should be continued and expanded.

Regards,

John E. Ebright

LETTER OF INTEREST

This is my letter of interest to fill the council seat vacated by the new mayor for Breckenridge as advertised April 9 and April 11, 2008.

CAROL ROCKNE

I moved to Breckenridge in 1964.

OCCUPATIONS...First as a school teacher... I taught Chemistry and Biology at East High in Denver, and then substituted here in Summit County. I operated The Mine Supper Club on Main Street Breckenridge along with my husband Sigurd Rockne (1964 to 1970). I also worked at Peak 8 Ski School selling ski school tickets and teaching on weekends (1963-1964). My husband and I operated Rockne Construction Co. (1964 to 2006). I operated (along with my daughter, Signe) Tigerrags Rags dress shop (1981 to 1985). I own and help operate (along with son, Steven) one of Breckenridge's most unique restaurants - The Dredge on Skelly Pond. I have been a Breckenridge full time Realtor for over 30 years.

COMMUNITY INVOLVEMENT...Staying current and involved on town issues has always been one of my passions. I have witnessed the transformation of Breckenridge from its modest beginning as a fledgling ski mountain in the early 60's to the World Class experience of today. During our growth I have contributed countless hours attending meetings for council, planning, county, homeowners, sanitation, water, economic, master planning and many others too numerous to list. I have decades of experience with a wide range of issues facing our town.

I served 12 years on the Blue River Water Board. The highlight for me was working with Gary Roberts and turning this water district over to the Town of Breckenridge in 1995. I was also instrumental in leading the campaign when I was on the Warrior's Mark Board to have Warrior's Mark and Warrior's Mark West annexed into the Town of Breckenridge in 2002. I wrote many articles at that time, went door to door to gather support and had the election in the garage of my home. Both of these events were controversial but very positive for the future of Breckenridge once accomplished. The first gave Breckenridge total control of all the water needed for development at this end of the County instead of competing with another district and the second increased Breckenridge's tax base, added the 1% transfer tax to all real estate transactions there, and increased the pool of Breckenridge citizens by roughly 40%.

Some of the past and present boards that I have also served on are: Kingdom Park Homeowners Assn., Four O'Clock Homeowners Assoc., Sunset HOA, River Mountain Lodge Homeowners Association and Upper Blue Homeowners Assn.

DEVELOPMENTS...My husband and I developed Kingdom Park Townhomes...a 22 unit development next to the recreation center that gave me a very valuable experience working with Town codes and inspections. Also, the recent addition to Starbucks that had the added twist of dealing with historic fabric was another educational experience. Both were successful projects that I am proud of and were win-win for us and for the Town.

COMMERCIAL MAIN STREET AND OTHER BRECKENRIDGE INVESTMENT PROPERTIES...during the 40 plus years of living and working in Breckenridge my family and I have invested in all types of properties and businesses throughout Breckenridge. Our successful ventures include: condominiums, vacant land home sites, The Dredge Restaurant, Kingdom Park Townhomes, 221 S. Main (Colorado West Real Estate Group) and 225 S. Main (Starbucks). My experiences gained with each of these ventures will allow me the unique ability to provide insight for a wide range of property and business issues that will come before the Council.

WHY I WOULD FIT WELL ON THE COUNCIL

I have immense, long-time experiences in the commercial aspect of Breckenridge. I have 50 plus employees, have to make payroll, pay taxes, Breckenridge's success is my success. I also have years of real estate experience and am known in my business for helping my employees find housing to buy and/or rent. I could help immensely with interfacing with Summit County Affordable Housing and the affordable housing issues. My real estate experiences, coupled with my 40 years of being directly involved with construction in Breckenridge gives me a very strong background. Recently, I gained experience with water rights and water storage which will be an ongoing challenge for the Town and Finally, because I office on Main Street and spend so much time there and at The Dredge, I am in contact with the public everyday, home owners, workers, sub-contractors, and nearby business owners. I hear their concerns and praises on what is happening in Breckenridge.

Most importantly, I have no special agenda for being on the Town Council at this time of my life other than loving challenges and the opportunity to give back my time and myself to a town that has given me so many opportunities to have such an incredible family and a wonderful life.

Thank you for considering me.



Carol Rockne
Box 263, Breckenridge, CO 80424
453-0848 (home)
547-1800 (office)
485-1951 (cell)

BAKER ♦ HOGAN ♦ HOUX

ARCHITECTURE & PLANNING / A.I.A. / P.C.

April 8, 2008

RE: Letter of Recommendation for Carol Rockne

To whom it may concern,

I am providing this letter of recommendation for your consideration of Carol Rockne to fill the vacant Breckenridge town council position.

In the past 20 years, I have had numerous personal and business dealings with Carol Rockne. I have always found Carol to be intelligent, trustworthy, and diligent in all of our undertakings. Her involvement with the real estate and business community in Breckenridge provides her with good perspective on small business needs and issues. I feel that she would be very valuable for the town council by bringing this perspective into the decision-making process. Clearly, Carol is very deliberate, fair minded, and thoughtful.

Please consider this positive letter of recommendation on Carol's behalf when you are making your decision related to the vacant town council seat.

Sincerely,

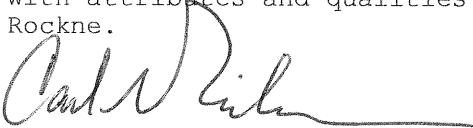


Marc P. Hogan, A.I.A.

Carl Nilsson

To: Carol Rockne
Subject: Endorsement

As a Breckenridge business owner, I am proud to endorse Carol Rockne for the Breckenridge Town Council. She and her husband Sigurd have resided in Breckenridge for almost 50 years. Carol has years of practical, diverse, successful business experience here in town. She has seen Breckenridge through many expansions along with the corresponding growing pains. I have been involved in several business transactions with Carol and have been quite impressed with her broad grasp of the situation while maintaining a fine eye to detail. Other qualities Carol will bring to council are high integrity, fiscal responsibility as well as great vision of Breckenridge, past and future. The Breckenridge Town Council not only needs a team player with attributes and qualities similar to Carol's, council needs Carol Rockne.



Carl G. Nilsson
Scandia Butik
215 S. Main Street
Breckenridge, CO 80424-5439
(970) 453-6620

April 12, 2008

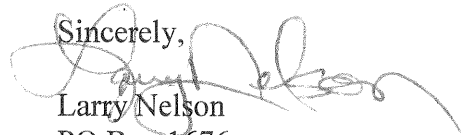
RE: Letter of Recommendation for Carol Rockne

To Whom It May Concern:

I would like to recommend Carol Rockne to fill the vacant Breckenridge Town Council Position.

I have lived in the area for 28 years and have had the pleasure of knowing Carol and her husband Sigurd for a number of those years. Carol has a well deserved reputation in this town as an intelligent, purposeful and trustworthy member of the community. She is as up to date on the issues effecting Breckenridge today as I'm sure she was approximately 50 years ago, when she moved to the area. Carol has the vision and integrity to lead Breckenridge forward and she deserves the Town Councils' vote of approval to fill the Council vacancy.

Sincerely,



Larry Nelson
PO Box 1676
Breckenridge, CO 80424
970-485-0277

April 8, 2008

RECEIVED
APR 11 2008
TOWN OF BRECKENRIDGE
PLANNING DEPT.

Dear Mayor Warner and Council,

I would like to express my interest in the open Breckenridge Town Council seat.

I served on the Breckenridge Town Council from 2000 until 2006. We accomplished much during that time span. The Peak 7/8 Master Plan, the implementation of Biodiesel, and the purchase of major open space parcels were just some of what was happening. It was an exciting period in my life and I looked forward to every meeting. While with the council, I served a year as the representative to the Breckenridge Planning Commission.

In addition, I was a representative on the Northwest Council of Government as well as serving on the Quality and Quantity board. I was on the board of the Breckenridge Resort Chamber, Summit Stage, BOSAC and the Liquor Board. I also served on a committee with the Red, White and Blue Fire Department that helped develop their mission statement. I also served on the Breckenridge Public Arts commission. I was considering running for council this year but felt that I couldn't commit to four years. A two year appointment, however, would fit very well for me. I would really enjoy the chance to serve the town again.

Thank you for your consideration.



Jim Lamb
jlamb@coloradomtn.edu
453-9132

Larry G. Willhite, M.D.
P.O. Box 8603
760 S. French Street
Breckenridge, Co 80424
970 547-0548

Breckenridge Town Council
c/o Alison Kellermann
P.O. Box 168, 150 Ski Hill Rd.
Breckenridge, CO 80424

I am submitting this letter of interest for the position of town council member. My family and I first came to Breckenridge to ski in 1978; I have been a home owner since 1996 and a permanent resident of Breckenridge since 2002.

I am a retired physician who was very active in my medical community. Although I follow and maintain a keen interest in town affairs, I have not been politically active in government.

My local community involvement includes Medallion level supporter of the Summit Foundation, past volunteer for the Summit County Animal Shelter, 5yr. Volunteer for Breckenridge Mountain Guest Services and a member of its advisory board for two years, and a member of the Summit Hut Association. I attend Father Dyer Methodist Church and serve on the church's Board of Trustees.

Professionally, I was a practicing physician with a specialty of anesthesiology for 31 years. I served as Chairman of the Board of Directors for the Evansville Surgery Centers for 14 years and, as such, interacted with a well-know national corporation in

negotiating contracts and policies. Our facilities served over 9000 patients per year. I was Director of Anesthesia for the Evansville Surgery Centers and for Deaconess Hospital, which included serving on the Executive Board of the hospital. I was on the Board of Directors for the Indiana Society of Anesthesiologists, and was the Medical Director for the Methodist Youth Home in Evansville, IN. I also was on the Evansville Day School Board of Trustees and served as president of the Father's Association for the school.

The immediate challenges that I see for the Breckenridge Town Council include a reasonable and meaningful balance between Vail Resort's real estate development and the preservation of the unique character of Breckenridge, along with the integration of the developments of Peak 7 and 8, possibly Peak 6, and the Gondola base area. It is important to preserve and develop our the small town environment. I also believe that we, as a community, need to continue to develop and protect our open space, provide sufficient affordable child care and encourage an active and healthy environment with facilities for our citizens and visitors. Without question, further availability of, and access to, affordable housing is a critical issue to assure a diverse community.

I feel I have the time, ability, commitment and enthusiasm to serve our town.

Respectfully,

A handwritten signature in cursive script that reads "Larry". The signature is written in black ink and has a long, sweeping horizontal line extending to the right.

Larry G. Willhite, M.D.

MEMO

TO: Mayor & Town Council

FROM: Tim Gagen

DATE: 4/17/2008

RE: Liquor Licensing Authority Appointment

Turk Montepare applied and was the only applicant for the LLA. He has been selected to fill the remainder of the term that will end September 2009. You will need to formally appoint him at the evening meeting.



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

- I CALL TO ORDER and ROLL CALL**
- II COMMUNICATIONS TO COUNCIL**
- A. Comments Related to Council Appointment (please limit to a couple of people per Council candidate; 2 minute limit)
 - B. Turf Field Group *Separate*
 - C. Citizens Comment - (Non-Agenda Items ONLY; 3 minute limit please)
 - D. BRC Director's Report
- III ELECTION OF COUNCIL MEMBER & OATH OF OFFICE** *Page 77*
- IV APPROVAL OF MINUTES** – April 11, 2008 Regular Meeting *Page 99*
- V APPROVAL OF AGENDA**
- VI REUSABLE BAG DAY PROCLAMATION** *Page 103*
- VII CONTINUED BUSINESS**
- A. **SECOND READING OF COUNCIL BILL, SERIES 2008 – PUBLIC HEARINGS****
 - 1. **Council Bill No. 17, Series 2008-** AN ORDINANCE AMENDING SECTION 9-1-27 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE” CONCERNING TOWN PROJECTS *Page 104*
 - 2. **Council Bill No. 18, Series 2008-** AN ORDINANCE AUTHORIZING THE GRANTING OF UTILITY EASEMENTS TO PUBLIC SERVICE COMPANY OF COLORADO *Page 107*
- VIII NEW BUSINESS**
- A. **FIRST READING OF COUNCIL BILL, SERIES 2008-**
 - 1. **Council Bill No. 19, Series 2008-** AN ORDINANCE AMENDING ARTICLE F OF CHAPTER 3 OF TITLE 6 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSES RELATED TO ALCOHOL *Page 114*
 - 2. **Council Bill No. 20, Series 2008-** AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE (Thompson Parcel) *Page 118*
 - 3. **Council Bill No. 21, Series 2008-** AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICT 43 (Thompson Parcel) *Page 118*
 - B. **RESOLUTIONS, SERIES 2008-**
 - 1. A RESOLUTION APPROVING A THREE-PARTY VOLUNTEER DRIVER AGREEMENT (VPSI, Inc.) *Page 124*
 - 2. A RESOLUTION APPROVING A “RIGHT START CAPACITY BUILDING IMPROVEMENT PROGRAM GRANT AGREEMENT FOR THE TIMBERLINE LEARNING CENTER” *Page 135*
 - 3. A RESOLUTION CONCERNING THE “TRANSPORTATION ELECTRONIC AWARD & MANAGEMENT PROCESS (TEAM)” DATABASE *Page 143*
 - C. **OTHER**
 - 1. **Planning Commission Appointment** *Page 52*
 - 2. **BOSAC Appointment** *Page 61*
 - 3. **PAC Appointment** *Page 68*
 - 4. **LLA Appointment** *Page 96*
 - 6. **Council Committee Appointments** *Verbal*
- IX PLANNING MATTERS**
- A. Planning Commission Decisions of April 15, 2008 *Page 2*
 - B. Town Council Representative Report (Mr. Mamula)
- X REPORT OF TOWN MANAGER AND STAFF***
- XI REPORT OF MAYOR AND COUNCILMEMBERS***
- A. CAST (Mayor Warner)
 - B. Breckenridge Open Space Advisory Commission (Mr. Rossi)

- C. BRC
- D. Multi-Jurisdictional Housing Authority
- E. Breckenridge Heritage Alliance
- F. Liquor Licensing Authority

XII OTHER MATTERS

XIII SCHEDULED MEETINGS

XIV 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

** Second Readings are Final Action Items. Public comment will be allowed during the public comment portion of the reading.

CALL TO ORDER AND ROLL CALL

Mayor Warner called the April 8, 2008 Town Council Meeting to order at 7:30 p.m. The following members answered roll call: Mr. Bergeron, Mr. Joyce, Mr. Mamula, Mr. Rossi, and Mayor Warner. Ms. McAtamney was absent.

APPROVAL OF MINUTES – March 25, 2008 Regular Meeting

With no changes to the minutes Mayor Warner declared they were approved.

APPROVAL OF AGENDA

Town Manager, Tim Gagen,

COMMUNICATIONS TO COUNCIL

A. Citizens Comment - (Non-Agenda Items ONLY; 3 minute limit please)

1. Bruce Camping- Lives in Warriors Mark. Have worked with the Town staff on some improvements in their neighborhood. There are some follow up actions that need to be addressed. Some of their neighbors are similarly interested and have signed a petition asking the staff to follow up on some community items. The petition is an attempt at showing that this is a community-wide concern. They would like the Town to consider a permanent Radar Traffic Sign.

2. Bill Cobb- President of the Backstage Theatre Board- Came to introduce himself and hoped the Town and Theatre will continue to communicate and have a close working relationship.

B. BRC Director's Report – Christine Mantage- Traffic through the Welcome Center was up 60% from last year. Hours for Welcome Center will be changing to 9am-6pm for the shoulder season. New York Trade Show event this weekend. They will be on the Today Show as well. USA weekend magazine will be here next weekend to do a story on cross country and snow shoe piece to be featured next year. She went through some Spring Massive details as well.

CONTINUED BUSINESS

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

NONE

B. FIRST READING OF COUNCIL BILLS, SERIES 2008-

1. Council Bill No. 17, Series 2008- AN ORDINANCE AMENDING SECTION 9-1-27 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE” CONCERNING TOWN PROJECTS

Tim Berry commented that this ordinance would amend Section 9-1-27 of the Breckenridge Town Code. The purpose of this amendment is to allow “Attainable Workforce Housing Projects” to be reviewed pursuant to Section 9-1-27 (Public Improvement Projects by Town) of the Breckenridge Town Code under circumstances when the Town owns, leases, or controls the land.

Mr. Bergeron moved to approve Council Bill No 17, Series 2008 on first reading. Mr. Mamula made the second. The motion passed 5-0.

2. Council Bill No. 18, Series 2008- AN ORDINANCE AUTHORIZING THE GRANTING OF UTILITY EASEMENTS TO PUBLIC SERVICE COMPANY OF COLORADO

Tim Berry commented that the ordinance would authorize 2 easements to Xcel Energy on the new child care property.

Mr. Mamula moved to approve Council Bill No 18, Series 2008 on first reading. Mr. Joyce made the second. The motion passed 6-0.

C. RESOLUTIONS, SERIES 2008

NONE

D. OTHER

1. Municipal Judge Appointment

Judge Buck Allen commented that he was looking forward to serving the Town of Breckenridge for the next 2 years.

Mr. Mamula moved to appoint Judge Buck Allen as the Municipal Judge for the next 2 years. Mr. Bergeron made the second. The motion passed 6-0.

2. Council Committee Appointments-

Mr. Bergeron moved to appoint Mr. Mamula to Mayor Pro Tem. Mr. Rossi made the second. There were no other nominations. All were in favor.

Mayor Warner explained to the public what the process would be for the 7th Council member Appointment. The Council has decided to open it up and allow citizens to submit a letter of interest which needs to be received by Monday, April 14 at noon. Interviews will take place on April 22 and the Council will appoint a new Council Member. The Citizen will be sworn in that night.

Mr. Mamula moved to appoint Mr. Rossi to BOSAC. Mr. Bergeron made the second. All were in favor.

Mr. Bergeron moved to appoint Mr. Mamula to Planning Commission. Mr. Rossi made the second. All were in favor.

PLANNING MATTERS

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

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

• **Town Council Representative Report.**

Dr. John Warner had nothing to report.

REPORT OF TOWN MANAGER AND STAFF

Tim Gagen, Town Manager, commented that we recommended to the County a denial for the Entrada Property. The County did deny it based on it not meeting County codes and the Town, Mayor Warner and Mr. Mamula have all been contacted by the Entrada Property owners and they will have something for the Council to look at on April 22 that is closer to what the Council is looking for with offices out front and some affordable housing.

REPORT OF MAYOR AND COUNCILMEMBERS

A. Report of Mayor (CAST/MMC)

Mayor Warner reported on the items from the MMC meeting. He talked about the synthetic turf. Tim Gagen had brought up a good point that there are 2 issues that need to be addressed, the turf and the ball field analysis and maintaining the existing fields. He commented that there are a lot of unanswered questions. Tim Gagen commented that there should be further reporting at the next meeting. Mr. Mamula commented that maybe we could put them on the agenda instead of ask them to come to Public Comment. School Board may not be able to get the answers to all the questions that have been coming up by the next meeting. Tim Gagen and Town Council continued to discuss the ball field and synthetic turf topic.

B. Breckenridge Open Space Advisory Commission (Mr. Bergeron)

Mr. Bergeron commented on the site visit to Peabody. There will need to be some work done.

C. BRC (Mr. Rossi)

Mr. Rossi commented that it is budget season at the BRC. They talked about the early Easter and the impacts to the lodging. There were lodging requests they

couldn't fulfill in Breckenridge. They would like to increase their hourly rate for the Welcome Center staff from \$9/hr. Does it make sense to take money from another BRC Department fund to pay for in increase or go to the Town to ask for additional funds. He believes the Board wants Corry to look at the BRC budget to make some changes.

D. Multi-Jurisdictional Housing Authority

Tim Gagen gave an update on what was discussed at the last meeting.

E. Breckenridge Heritage Alliance (Ms. McAtamney)

Ms. McAtamney was absent

F. Liquor Licensing Authority (Mr. Bergeron)

Mr. Bergeron had nothing to report.

OTHER MATTERS

Mr. Rossi commented on the letter to the Editor about business doors being left open in the winter. Hoping the Green Team can put something in the Breckenridge Gazette encouraging businesses to shut their doors. Wondering if we can get some more butt stations for cigarette butts at the bus stops and transit centers.

Mr. Bergeron commented that he has been contact by some people about the April Fools Celebration being cancelled and is there something else we can do for the Elite Athletes.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss the regular meeting was adjourned at 8:46 pm.

Submitted by Alison Kellermann, Administrative Services Coordinator

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

Ernie Blake, 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:

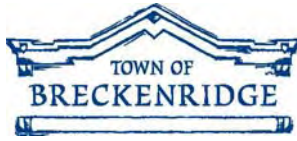
As part of the Town Council meeting on Tuesday, April 8, 2008 at 5:57 p.m., Mr. Mamula moved to convene in Executive Session pursuant to Paragraph 4(e) of Section 24-6-402, C.R.S., relating to determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators.

Mr. Bergeron 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 6:52 pm. Mr. Bergeron made the second. All were in favor of the motion.

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

Ernie Blake, Mayor



**REUSABLE BAG DAY IN BRECKENRIDGE
PROCLAMATION**

WHEREAS, A Plastic bag takes 450 years to biodegrade.

WHEREAS, When Plastic “photo degrades” it ends up in our oceans. Incidentally, it appears much like a plankton, and is then consumed by fish. Fish eat it, and it winds up on your dinner table; and

WHEREAS, The recycling of plastic emits heavy metals into the air causing additional air pollution; and

WHEREAS, The production of paper bags causes 70% more pollution than even Plastic bags; and

WHEREAS, In 1999 more than 14 million trees were cut down to produce 10 billion paper bags that were used by Americans that year; and

WHEREAS, An average person will use over 350 single use bags in one year; and

WHEREAS, In New York City alone, one less shopping bag per person would reduce waste by 5 million pounds and save \$250,000 in disposal costs; and

WHEREAS, Reusable bags save 700+ bags over the span of their lifetime; and

WHEREAS, if we spread the word about the importance of reusing our shopping bags, work together, and somehow this movement catches on, the end benefit to the Earth is going to be huge! Millions of gallons of fresh water will be saved, millions of gallons of fuel will be saved, and hundreds of thousands of acres of forestland will be saved every year; and

NOW, THEREFORE, BE IT RESOLVED in an effort to reduce the ecologic footprint of the Town by promoting and demonstrating commitment to responsible stewardship of our resources and encouraging a culture of sustainability within the community”, that this 22nd day of April, 2008 is hereby designated as “**Reusable Bag Day**” in the Town of Breckenridge.

Adopted this _____ Day of _____, 2008.

Mayor John Warner (SEAL)

Mary Jean Loufek

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 17 (Amendment to Town Projects Ordinance)

DATE: April 15, 2008 (for April 22nd meeting)

The second reading of the ordinance making the Town Projects Ordinance applicable to an “Attainable Workforce Housing Project” is scheduled for your meeting on April 22nd. 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 – APRIL 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. 17

9
10 Series 2008

11
12 AN ORDINANCE AMENDING SECTION 9-1-27 OF THE BRECKENRIDGE TOWN CODE,
13 KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE” CONCERNING TOWN
14 PROJECTS

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

18
19 Section 1. Section 9-1-5 of the Breckenridge Town Code is hereby amended by the
20 addition of the following additional definition:

21
**ATTAINABLE WORKFORCE
HOUSING PROJECT:**

A development project in which ownership, occupancy, and sale of the property to be developed is restricted in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied only by qualified persons meeting specific criteria that may include income test(s) and employment requirements as described in the project documents. The purpose of an affordable or attainable housing project is to help establish and preserve a supply of moderately priced housing to help meet the needs of locally employed residents of the Town by providing housing to persons who, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy suitable housing.

22
23 Section 2. Paragraph A of Section 9-1-27 of the Breckenridge Town Code, entitled
24 “Pubic Improvement Projects By Town”, is hereby amended so as to read in its entirety as
25 follows:

26
27 A. Except as provided hereafter in this section, the provisions of this chapter shall
28 not apply to any public improvement project of any type or nature undertaken by

1 **or for** the town. As used in this section the term "public improvement project"
2 means a project involving: **(i)** the construction, erection, repair, maintenance,
3 replacement, relocation or improvement of any building, structure, facility,
4 recreational field, road, path, public way, bridge, excavation or any other public
5 project or work by the town; **and (ii) the construction, erection, repair,**
6 **maintenance, replacement, relocation or improvement of attainable**
7 **workforce housing on Town-owned, leased, or controlled real property,**
8 **regardless of whether the attainable housing project will be operated by the**
9 **Town or some other person.**

10
11 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
12 various secondary codes adopted by reference therein, shall continue in full force and effect.
13

14 Section 4. The Town Council hereby finds, determines and declares that it has the power
15 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
16 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
17 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
18 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
19 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
20 contained in the Breckenridge Town Charter.
21

22 Section 5. This ordinance shall be published and become effective as provided by
23 Section 5.9 of the Breckenridge Town Charter.
24

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

31 TOWN OF BRECKENRIDGE, a Colorado
32 municipal corporation
33

34
35
36 By _____
37 John G. Warner, Mayor
38

39 ATTEST:
40
41
42

43 _____
44 Mary Jean Loufek, CMC,
45 Town Clerk
46

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 18 (PSCo Easements)
DATE: April 15, 2008 (for April 22nd meeting)

The second reading of the ordinance approving the granting of two easements to Public Service Company across Tracts A-1 and A-2 of Block 11, Breckenridge Airport Subdivision, is scheduled for your meeting on April 22nd. There are no changes proposed to either the ordinance or the easement documents from first reading.

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

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

2
3 **NO CHANGES FROM FIRST READING**

4
5 COUNCIL BILL NO. 18

6
7 Series 2008

8
9 AN ORDINANCE AUTHORIZING THE GRANTING OF UTILITY EASEMENTS TO
10 PUBLIC SERVICE COMPANY OF COLORADO
11 (Tracts A-1 and A-2, Block 11, Breckenridge Airport Subdivision)

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

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

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

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

25
26 Section 1. The Town Manager and the Town Clerk are authorized, empowered and
27 directed to execute, acknowledge and deliver to Public Service Company of Colorado two utility
28 easements, in substantially the form which is marked Exhibits "A" and "B", attached hereto and
29 incorporated herein by reference.

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

34
35 Section 3. This ordinance shall be published and become effective as provided by
36 Section 5.9 of the Breckenridge Town Charter.

37
38 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
39 PUBLISHED IN FULL this ____ day of _____, 2002. A Public Hearing shall be
40 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
41 ____ day of _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the
42 Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

DIVISION Mountain
LOCATION 170 Valley Brook St.,
Town of Breckenridge, CO

ROWAGENT Daniel L. Tekavec
DESCRIPTION AUTHOR P. McGulre
AUTHOR ADDRESS PO Box 1819,
Silverthorne, CO 80498

DOC. NO. 109665
PLAT/GRID NO. 30-6S-77W
WO/JO/CREG NO. 11075591

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1225-17th Street, Denver, Colorado, 80202-5533, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in **Tract A-1 and Tract A-2, Block 11, Breckenridge Airport Subdivision**, in the **Southwest Quarter** of Section 30, Township 6 South, Range 77 West of the 6th Principal Meridian in County of Summit, State of Colorado, the easement being described as follows:

See easement descriptions, Exhibits A and B, attached hereto and made part hereof.

The easement is 15 feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

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

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

Signed this _____ day of _____, 20____.

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

GRANTOR:

X _____
Town of Breckenridge, Colorado

X _____

STATE OF COLORADO,)
)ss.
COUNTY OF _____)

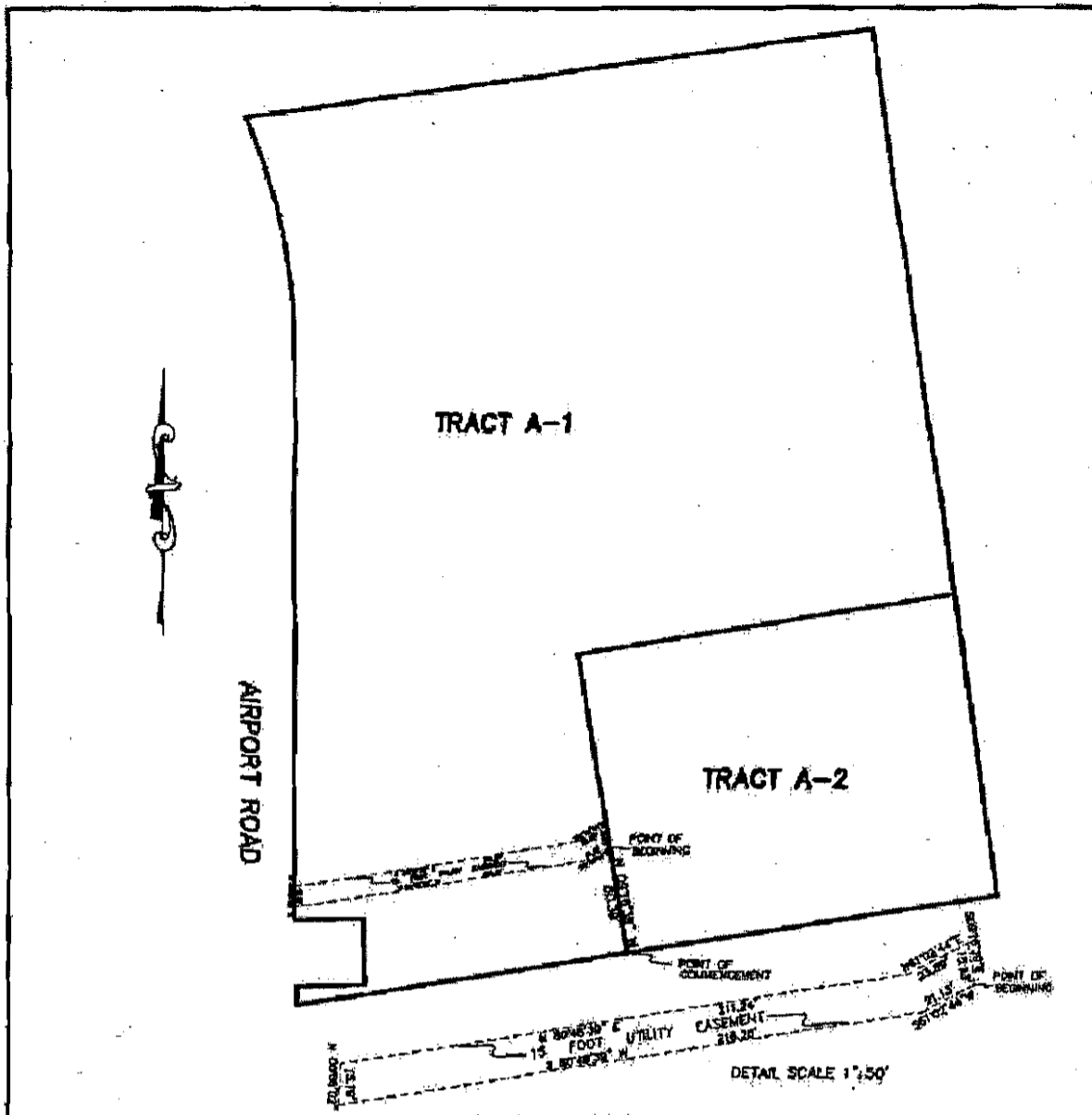
The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by [Grantor name(s) from above]:

Town of Breckenridge by _____

Witness my hand and official seal.

My commission Expires _____ Notary Public

EXHIBIT A



LEGAL DESCRIPTION

A 15 FOOT WIDE UTILITY EASEMENT ACROSS A PORTION OF LOT A-1, BLOCK 11, BRECKENRIDGE AIRPORT SUBDIVISION AS DEPICTED ON "A FINAL PLAT, A REPLAT OF BLOCK 11, AN AMENDED REPLAT OF BRECKENRIDGE AIRPORT SUBDIVISION" ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2005 UNDER RECEPTION NUMBER 797050, SUMMIT COUNTY COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT ON THE SOUTHERLY LINE OF TRACT A-1, WHICH POINT IS ALSO THE SOUTHWEST CORNER OF TRACT A-2 OF SAID REPLAT OF BLOCK 11, BRECKENRIDGE AIRPORT SUBDIVISION;
 THENCE N 09°16'39" W, 80.39 FEET ALONG THE EASTERLY BOUNDARY OF TRACT A-1, COMMON WITH THE WESTERLY BOUNDARY OF SAID TRACT A-2 OF BRECKENRIDGE AIRPORT SUBDIVISION, TO THE POINT OF BEGINNING;
 THENCE S 61°02'44" W, 21.13 FEET;
 THENCE S 80°48'39" W, 216.28 FEET TO A POINT ON THE WESTERLY BOUNDARY OF TRACT A-1, BEING ALSO THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 60 FOOT WIDE PUBLIC RIGHT OF WAY;
 THENCE N 00°06'02" W, 15.19 FEET ALONG THE WESTERLY BOUNDARY OF TRACT A-1;
 THENCE N 80°48'39" E, 211.24 FEET;
 THENCE N 81°02' 44" E, 23.89 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TRACT A-1, COMMON WITH THE WESTERLY BOUNDARY OF SAID TRACT A-2;
 THENCE S 09°16'39" E, 15.93 FEET ALONG THE EASTERLY BOUNDARY OF TRACT A-1 TO THE POINT OF BEGINNING.
 CONTAINING 3,544 SQUARE FEET OR 0.081 acre more or less

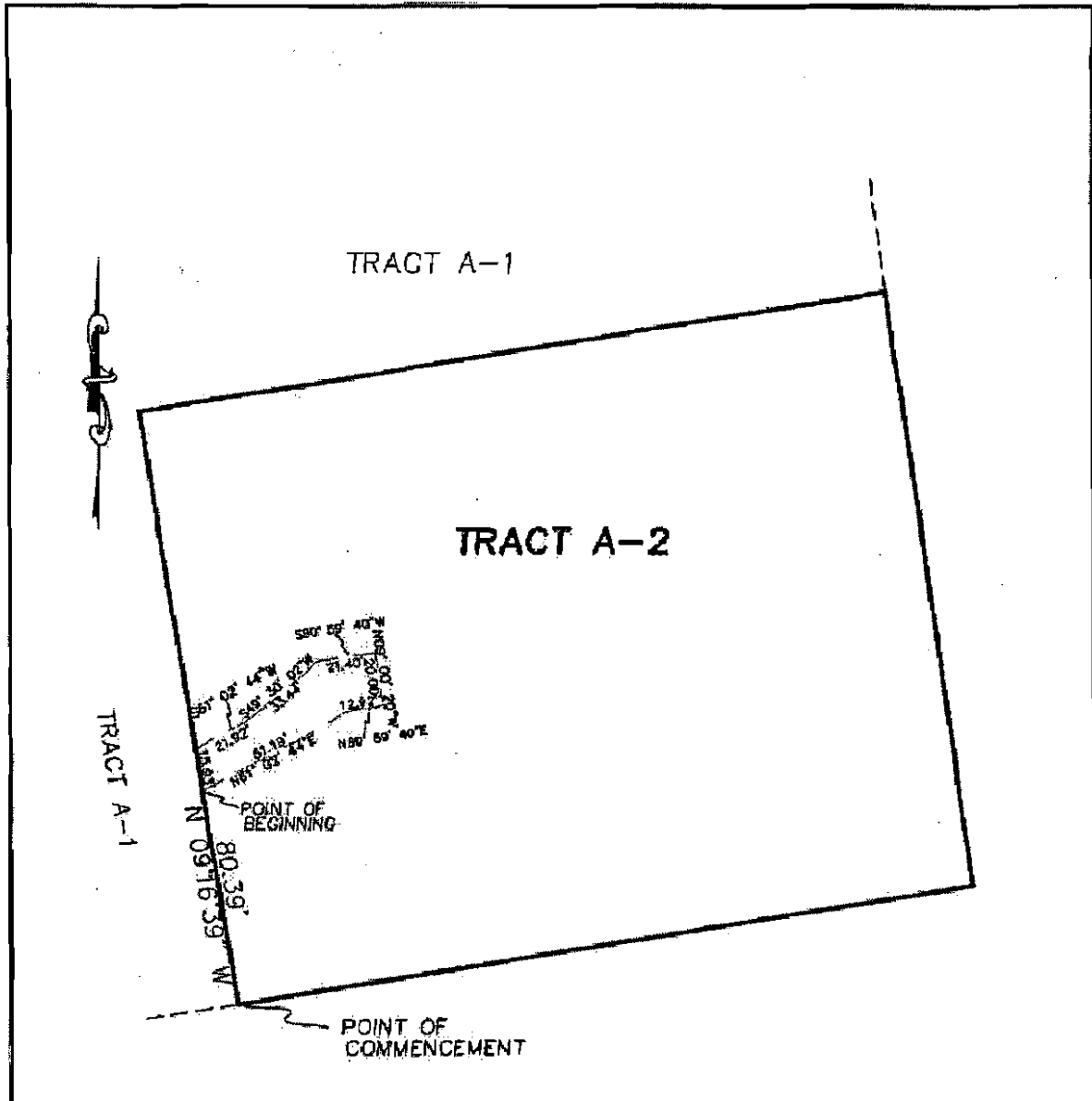
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND EXHIBIT DRAWING WAS PREPARED BY ME, THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



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

ROB ANDREWS LAND SURVEYING P. O. BOX 1331, BRECKENRIDGE, CO 80424 (970) 433-1840	
LEGAL DESCRIPTION AND EXHIBIT DRAWING	
UTILITY EASEMENT TRACT A-1 BLOCK 11 BRECKENRIDGE AIRPORT SUBDIVISION TOWN OF BRECKENRIDGE SUMMIT COUNTY, COLORADO	
DRAWN BY: REA	PROJECT NUMBER: 075828
SCALE: 1"=100'	DATE: 2-11-2008

EXHIBIT B



LEGAL DESCRIPTION

A UTILITY EASEMENT ACROSS A PORTION OF LOT A-2, BLOCK 11, BRECKENRIDGE AIRPORT SUBDIVISION AS DEPICTED ON "A FINAL PLAT, A REPLAT OF BLOCK 11, AN AMENDED REPLAT OF BRECKENRIDGE AIRPORT SUBDIVISION" ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2005 UNDER RECEPTION NUMBER 797050, SUMMIT COUNTY COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT A-2, WHICH POINT IS ALSO AN ANGLE POINT ON THE SOUTHERLY LINE OF TRACT A-1 OF SAID REPLAT OF BLOCK 11, BRECKENRIDGE AIRPORT SUBDIVISION;
 THENCE N 08°16'39" W, 80.39 FEET ALONG THE WESTERLY BOUNDARY OF TRACT A-2, COMMON WITH THE EASTERLY BOUNDARY OF SAID TRACT A-1 OF BRECKENRIDGE AIRPORT SUBDIVISION, TO THE POINT OF BEGINNING;
 THENCE N 61°02'44" E, 61.19 FEET;
 THENCE N 80°59'40"E, 12.82 FEET;
 THENCE N 08°00'20" W, 20.00 FEET;
 THENCE S 80°59'40"E, 21.40 FEET;
 THENCE S 49°30'02" E, 33.44 FEET;
 THENCE S 61°02'44" W, TO A POINT ON THE WESTERLY BOUNDARY OF TRACT A-2, COMMON WITH THE EASTERLY BOUNDARY OF SAID TRACT A-1;
 THENCE S 09°16'39" E, 15.93 FEET ALONG THE WESTERLY BOUNDARY OF TRACT A-2 TO THE POINT OF BEGINNING.

CONTAINING 1,326 SQUARE FEET OR 0.030 acre more or less

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



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

ROB ANDREWS LAND SURVEYING
 P. O. BOX 1581, BRECKENRIDGE, CO 80424
 (377) 458-1880

LEGAL DESCRIPTION AND EXHIBIT DRAWING

UTILITY EASEMENT
 TRACT A-2 BLOCK 11
 BRECKENRIDGE AIRPORT SUBDIVISION
 TOWN OF BRECKENRIDGE
 SUMMIT COUNTY, COLORADO

DRAWN BY REA PROJECT NUMBER: 072628

SCALE 1"=50' DATE: 3-10-2008

DIVISION Mountain
LOCATION 170 Valley Brook St.,
Town of Breckenridge, CO

ROW AGENT
DESCRIPTION AUTHOR P. McGuire
AUTHOR ADDRESS PO Box 1819,
Silverthorne, CO 80498

DOC. NO. 109666
PLAT/GRID NO. 30-6S-77W
WO/JO/CREG NO. 11075591

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1225-17th Street, Denver, Colorado, 80202-5533, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in Tract A-2, Block 11, Breckenridge Airport Subdivision, in the Southwest Quarter of Section 30, Township 6 South, Range 77 West of the 6th Principal Meridian in County of Summit, State of Colorado, the easement being described as follows:

The westerly 15 feet of Tract A-2, Block 11, Breckenridge Airport Subdivision, Town of Breckenridge

The easement is 15 feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

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

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

Signed this _____ day of _____, 20____.

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

GRANTOR:

X _____
Town of Breckenridge, Colorado

X _____

STATE OF COLORADO,)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by [Grantor name(s) from above]:

Town of Breckenridge by _____

Witness my hand and official seal.

My commission Expires _____
Notary Public

MEMO

TO: Town Council

FROM: Town Attorney

RE: New Liquor Offenses Ordinance

DATE: April 15, 2008

Enclosed with this memo is an ordinance that has been prepared at the request of the Police Department. If adopted, the ordinance will amend the Town Code to create three new Town Code violations related to the operation of liquor-licensed establishments. All three new regulations apply only to activities occurring at an establishment that holds a license to sell alcoholic beverages issued by the Town.

The first new violation prohibits the sale of an alcoholic beverage to a visibly intoxicated person (§1 of the ordinance). There is an existing state law regulating this same subject matter (in fact, the proposed ordinance mirrors the language from the existing state law). However, the Police Department believes that it would be beneficial to have a Town ordinance in place so that violations could be prosecuted in the Town's Municipal Court, instead of having to be filed in the County Court.

The second new violation is a prohibition against an employee of a liquor-licensed establishment being visibly intoxicated while on duty (§2 of the ordinance). There is no state law or current Town ordinance prohibiting this kind of conduct. There have been several instances recently where it appears that employees of liquor-licensed establishments have been intoxicated while at work. An employee who is intoxicated while at work may not be in a position to assure compliance with applicable liquor-related laws, such as checking IDs, watching out for visibly intoxicated patrons or reporting disturbances. The Police Chief has indicated that he thinks the adoption of this proposed ordinance will help the Department's efforts to combat the problems that have recently developed at some of the liquor-licensed establishments within the Town. Note that the rule does not absolutely prohibit an employee from consuming alcoholic beverages while on duty; it simply prohibits an employee from consuming so much alcohol that they become visibly intoxicated.

The third and final regulation deals with several issues related to the conduct of the liquor-licensed establishment (§3 of the ordinance). The broad wording of the proposed new regulation is taken from the current "Conduct of Establishment" administrative regulation promulgated by the Colorado Department of Revenue, Liquor Enforcement Division, and currently enforced throughout the state by the state and local licensing authorities. The adoption of the proposed ordinance, however, would make noncompliance with the "Conduct of Establishment" rule a municipal offense that can be prosecuted and punished in the Town's Municipal Court. The Police Chief has indicated that he believes the adoption of this regulation

will also help address some of the problems that have cropped up at several of the Town's liquor-licensed establishments.

As with the other Town Code liquor offenses, a violation of any of the three new offenses would be a misdemeanor offense punishable by a fine of up to \$999; imprisonment in the county jail for up to one day less than one year; or both such fine and imprisonment. The actual punishment in a particular case would be determined by the Municipal Judge based upon the facts of the case; the defendant's criminal history; any mitigating or aggravating factors brought to the attention of the judge; and other factors that the judge felt was relevant to the issue of punishment.

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

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

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2008

9
10 AN ORDINANCE AMENDING ARTICLE F OF CHAPTER 3 OF TITLE 6 OF THE
11 BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSES RELATED
12 TO ALCOHOL

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

16
17 Section 1. Article F of Chapter 3 of Title 6 of the Breckenridge Town Code is hereby
18 amended by the addition of a new Section 6-3F-17, entitled “Unlawful Sale to Visibly
19 Intoxicated Person”, which shall read in its entirety as follows:

20
21 **6-3F-17: ILLEGAL SALE TO VISIBLY INTOXICATED PERSON: It**
22 **shall be unlawful for a licensee or an employee of a licensee to sell or serve an**
23 **alcoholic beverage to a visibly intoxicated person.**

24
25 Section 2. Article F of Chapter 3 of Title 6 of the Breckenridge Town Code is hereby
26 amended by the addition of a new Section 6-3F-18, entitled “Licensee’s Employees Not to Be
27 Visibly Intoxicated While Working”, which shall read in its entirety as follows:

28
29 **6-3F-18: LICENSEE’S EMPLOYEES NOT BE VISIBLY INTOXICATED**
30 **WHILE WORKING: It shall be unlawful for any employee, including but**
31 **not limited to, a waiter, waitress, drink server, host, hostess, bartender, or**
32 **manager of a licensee to be visibly intoxicated while engaged in the**
33 **performance of his or her employment duties at a licensed premises.**

34
35 Section 3. Article F of Chapter 3 of Title 6 of the Breckenridge Town Code is hereby
36 amended by the addition of a new Section 6-3F-19, entitled “Conduct of Establishment”, which
37 shall read in its entirety as follows:

38
39 **6-3F-19: CONDUCT OF ESTABLISHMENT: Each licensee and each**
40 **employee shall conduct the licensed premises in a decent, orderly, and**
41 **respectable manner, and shall not permit on the licensed premises the**
42 **servng or loitering of a visibly intoxicated person or habitual drunkard, nor**
43 **shall the licensee or the employee or agent permit profanity, rowdiness,**
44 **undue noise, or other disturbances or activity offensive to the senses of the**

1 average citizen, or to the residents of the neighborhood in which the licensed
2 establishment is located.
3

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

7 Section 5. The Town Council hereby finds, determines and declares that this ordinance is
8 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
9 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
10 thereof.
11

12 Section 6. The Town Council hereby finds, determines and declares that it has the power
13 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
14 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.
15

16 Section 7.5. This ordinance shall be published and become effective as provided by
17 Section 5.9 of the Breckenridge Town Charter.
18

19 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
20 PUBLISHED IN FULL this ____ day of _____, 2008. A Public Hearing shall be held at the
21 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
22 _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
23 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
40
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MEMO

TO: Town Council
FROM: Laurie Best-Community Development Department
DATE: April 15, 2008 (for April 22nd meeting)
RE: Thompson Annexation Ordinance/Land Use District 43 Ordinance

Enclosed in your packets are two ordinances related to the annexation of a small tract of land that was recently acquired by the Town. The property is located near the intersection of Fairview Blvd. and Highway 9, and it consists of approximately .3 acres. The property is located in unincorporated Summit County and staff believes that it should be annexed since it is now owned by the Town. Staff has reviewed the eligibility requirements for an annexation and believes this parcel is eligible. A resolution to effect the annexation has been included in your packet and is scheduled for first reading on April 22nd. Colorado law requires that annexed land be zoned within 90 days of annexation. This means that the property must be placed in a Land Use District within 90 days of annexation. An ordinance to place the property in Land Use District 43 has also been included in your packet and is also scheduled for first reading on April 22nd.

Both ordinances are scheduled for first reading on April 22. Provided the Council approves these ordinances they will be scheduled for second reading and public hearing on May 13th. Staff will be available during the work session on April 22nd to answer any questions regarding these ordinances.

1 **FOR WORKSESSION/FIRST READING – April 22, 2008**

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 (Thompson 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 parcel of land lying wholly within the Bryan Placer, M.S. 14025, Section 18,
11 Township 6 South, Range 77 West of the 6th Principal Meridian, situate in the
12 County of Summit, State of Colorado and more particularly described as follows:
13

14 Beginning at Corner No. 5 of the Braddock Placer, M.S. 13465 and running
15 N. 80°35'30" W. 1203.00 feet along line 5-6 of said Braddock Placer to Corner
16 No. 6, thence S. 12°10'W. 285.00 feet to the true point of beginning;,
17 thence S. 12°10'00" W. 70.00 feet;
18 thence N. 87°45'45" W. 160.40 feet;
19 thence N. 12°10'00" E. 97.66 feet;
20 thence S. 77°50'00" E. 158.00 feet to the true point of beginning
21

22 Section 4. Within thirty (30) days after the effective date of this ordinance, the Town
23 Clerk is hereby authorized and directed to:
24

- 25 A. File one copy of the annexation map with the original of the annexation
26 ordinance in the office of the Town Clerk of the Town of Breckenridge,
27 Colorado; and
28
29 B. File for recording three certified copies of the annexation ordinance and
30 map of the area annexed containing a legal description of such area with
31 the Summit County Clerk and Recorder.
32

33 Section 5. This ordinance shall be published and become effective as provided in Section
34 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
38 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
39 ____ day of _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the
40 Municipal Building of the Town.
41

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

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1 **FOR WORKSESSION/FIRST READING –April 22, 2008**

2
3 COUNCIL BILL NO. _____

4
5 Series 2008

6
7 AN ORDINANCE PLACING RECENTLY ANNEXED
8 PROPERTY IN LAND USE DISTRICT 43
9 (Thompson 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 43; 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 43; and

23
24 WHEREAS, the Town Council finds and determines that the property should properly be
25 placed in Land Use District 43.

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 parcel of land lying wholly within the Bryan Placer, M.S. 14025, Section 18,
33 Township 6 South, Range 77 West of the 6th Principal Meridian, situate in the
34 County of Summit, State of Colorado and more particularly described as follows:

35
36 Beginning at Corner No. 5 of the Braddock Placer, M.S. 13465 and running
37 N. 80°35'30" W. 1203.00 feet along line 5-6 of said Braddock Placer to Corner
38 No. 6, thence S. 12°10'W. 285.00 feet to the true point of beginning;,
39 thence S. 12°10'00" W. 70.00 feet;
40 thence N. 87°45'45" W. 160.40 feet;
41 thence N. 12°10'00" E. 97.66 feet;
42 thence S. 77°50'00" E. 158.00 feet to the true point of beginning

43
44 is hereby placed in Breckenridge Land Use District 43.
45

Memorandum

To: Town Council
From: Heide Andersen
Re: Van Pooling Agreement
Date: April 16th (for April 22nd meeting)

The attached resolution addresses the lease arrangement between the Town of Breckenridge and VPSI, Inc. The Town has been working with VPSI, a van pooling company, to provide alternative transportation options at a reasonable cost to employees commuting in from outlying communities. The Town plans to enter into a three-way agreement in which we will be the financial support provider together with a volunteer driver (a Town employee who is one of the people commuting) and VPSI. There is also the ability for an alternate driver to be approved.

As the provider, the Town agrees to take the responsibility for paying VPSI for the expenses, service, and other fees that relate to the vanpooling program. The driver will take on the responsibility of fueling and making sure that the van gets maintained, cleaned, and repaired when necessary. The driver will operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations. VPSI represents in the agreement that it will provide the vehicle, as well as its licensing, registration, insurance and maintenance. VPSI will also assume the risk of loss of or damage to the vehicle. Staff will fill in the appropriate details, such as monthly fees, mileage allowance, etc. prior to the Town Manager signing the agreements. Some of these figures will depend on the actual vehicle and the number of riders that will be participating.

At the present time, there is one van that is set up and ready to go, pending the approval of the attached resolution. This van will be travelling from Fairplay to Breckenridge with mainly public works employees. This vanpool will likely begin operating at the beginning of May. Our hopes are that this will be a model vanpool that will encourage expansion of the program in numbers and geographic extent. Through the Green Team budget, the Town has committed to pay 50% of the costs of each program participant. We may be discussing the expansion of the program to include other employers, but it is currently limited to Town employees only.

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

2
3 A RESOLUTION

4
5 SERIES 2008

6
7 A RESOLUTION APPROVING A THREE-PARTY VOLUNTEER DRIVER AGREEMENT
8 (VPSI, Inc.)
9

10 WHEREAS, the Town of Breckenridge desires to enter into a Three-Party Volunteer
11 Driver Agreement with VPSI, Inc., a Delaware corporation, and an approved volunteer driver, a
12 copy of which is marked Exhibit "A", attached hereto and incorporated herein by reference
13 ("Agreement"); and
14

15 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed
16 Agreement, and finds and determines that it would be in the best interests of the Town and its
17 residents for the Town to enter into the proposed Agreement; and
18

19 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
20 resolution may be used to approve a contract; and
21

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

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

28 ; and
29

30 WHEREAS, to the extent that the Agreement constitutes a lease by the Town of motor
31 vehicles from VPSI, Inc., a Delaware corporation, the adoption of this ordinance satisfies the
32 requirements of Section 15.4 of the Breckenridge Town Charter.
33

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

37 Section 1. The proposed Three-Party Volunteer Driver Agreement between the Town,
38 VPSI, Inc., a Delaware corporation, and an approved volunteer driver (substantially in the form
39 of Exhibit "A" hereto) is approved, and the Town Manager is hereby authorized, empowered and
40 directed to execute such agreement for and on behalf of the Town of Breckenridge.
41

42 Section 2. Prior to signing the agreement the Town Manager shall assure that the correct,
43 agreed amounts are inserted in Section (ii)(A)(8) of the Agreement.
44

45 Section 3. Minor changes to or amendments of the approved agreement may be made by
46 the 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 Section 4. This resolution shall become effective upon its adoption.

5
6 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2008.

7
8 TOWN OF BRECKENRIDGE

9
10 By _____
11 John G. Warner, Mayor

12
13 ATTEST:

14
15
16 _____
17 Mary Jean Loufek,
18 CMC, Town Clerk

19
20 APPROVED IN FORM

21
22
23
24 _____
25 Town Attorney Date



Three-Party Provider Application

To be completed by a Provider Representative authorized to commit the Provider financially.

Corporation	Partnership	Other (please describe)			
Please check one of the above.					
Company Info	Name of Company			Employer Tax I.D. Number	
	Web Site Address			Dun & Bradstreet Number	
	Street Address		Years At This Address		
	City		State	Zip	Phone
	Email				Fax
Billing Info	Billing Name (if different than above)		P.O. Number		Attention
	Billing Address (if different than above)				Department
	City		State	Zip	Phone
	Email				Fax
Business References	1. Bank/Business Name	Account #	Complete Street and PO Address		Phone
					Fax
	2.				Phone
					Fax
	3.				Phone
					Fax
VPSI Local and Home Office Use Only					
Submitted By			Approval / Decision Number		
Submission Date			Approval / Decision Date		

Disclosure Statement and Signature

Everything I have stated in this application is true to the best of my knowledge. I understand that VPSI relies on this information in deciding whether or not to grant or continue credit to the company listed above. I also understand that VPSI will retain this information whether or not the application is approved. VPSI is authorized to check our company's credit and to answer questions about VPSI's credit experience with our company. I further certify that I have the requisite authority to commit the sponsor financially.

Provider Representative Signature: X _____ **Date:** _____

Provider Representative Printed Name _____



Three-Party Volunteer Driver Agreement

Van Number _____ VIN _____

This Agreement is between (1) the financial support provider, (hereinafter called **Provider**), as evidenced by the signature of its authorized representative, (2) the approved volunteer driver, (hereinafter called "**Driver**"), whose signature appears below; and (3) VPSI, Inc., (hereinafter called "**VPSI**"). This agreement shall become effective on the date it is accepted by **VPSI**, as evidenced by the signature of its authorized representative.

I. DEFINITION OF TERMS

As used in this Agreement, the following terms are defined as indicated below:

- A. The **Provider** is the employer of the **Driver**; and is a company, agency or organization which has been approved as a **Provider** by **VPSI**. An authorized representative of the **Provider** has signed this Agreement.
- B. The **Driver** is a person who has been approved, in writing, by **VPSI** as the **Driver** and has signed this Agreement.
- C. An **Alternate Driver** is a person who been approved, in writing, by **VPSI** as an **Alternate Driver** and has signed an Alternate Volunteer Driver Agreement.
- D. The **Driver** and an **Alternate Driver** are vanpool participants who volunteered to be the approved **Driver** or an **Alternate Driver** and each: 1) has and maintains a valid driver's license, 2) has a minimum of five years current and uninterrupted licensed driving experience, 3) is twenty-five years of age or older, 4) has and maintains a driving record acceptable to **VPSI** and, 5) **has been issued written approval by VPSI to operate vehicles provided by VPSI.**
- E. The **Driver** and an **Alternate Driver** volunteered to be a vanpool driver and have not been designated by a group or company as a driver and each receives no compensation from a group or company for driving. The **Driver** or an **Alternate Driver** is not an agent, servant or employee of **VPSI**. The **Driver** or an **Alternate Driver** is an independent party participating, with others, in a voluntary, not for profit, ridesharing arrangement.
- F. Any vehicle assigned by **VPSI** under this Agreement is the property of **VPSI** and this Agreement is a contract to permit use of the vehicle only by the **Driver** or an **Alternate Driver** who are each in possession of written approval issued by **VPSI** to operate a vehicle provided by **VPSI**, and only to be used as provided herein.

II. REPRESENTATIONS AND AGREEMENTS BY THE PARTIES

Each of the parties makes certain representations and agrees to terms, conditions, actions and requirements as specified below:

A. **Provider** represents and agrees:

1. To pay **VPSI**, for vehicle expenses, related services, and other fees in accordance with the terms of this agreement.
2. To pay other charges which may be due **VPSI**, including but not limited to applicable sales tax, excess mileage charge as described below or non-sufficient funds charge of \$40 for any payment returned for non-sufficient funds.
3. To forward payments to **VPSI**, for the full amount due. Payments must be received by **VPSI** by the fifth calendar day of the month covered by the invoice from **VPSI** to avoid a late charge.
4. Late fees will be assessed to the unpaid balance at a periodic (monthly) late fee rate of 2% when the payment is received after the fifth calendar day of the month covered by the invoice from **VPSI**.
5. Payments shall be applied first to late fees and then to the unpaid balances of each product or service purchased, in the order in which it was purchased.
6. All charges will be deemed final and binding unless disputed in writing within forty-five (45) days of the invoice date. All disputed charges must be paid pending dispute resolution.
7. If **Provider** defaults on this Agreement, or any other lending agreement between **Provider** and **VPSI**, by not paying any balance when due, or breaching any other term of this Agreement, then **VPSI** may terminate this account, demand immediate payment of the entire balance, and start collection proceedings, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, **Provider** agrees to pay all collection costs, including reasonable attorney's fees.
8. The amount due **VPSI** may be changed at any time by **VPSI** upon 30 days advance written notice from **VPSI**.

Initials of Driver / and Provider / Date

- a. Monthly Fee \$ _____ / _____ / _____
- b. Monthly Mileage Allowance _____ miles / _____ / _____
- c. Excess Mileage Charge \$ _____ / _____ / _____
(Applies to miles used in excess of Monthly Mileage Allowance)
- d. Collision Deductible Per Occurrence \$ _____ / _____ / _____

B. **Driver** represents and agrees that he/she:

1. Will participate in a **VPSI** commuter vanpool as a volunteer driver and will use the vehicle to pick up, transport and deliver other vanpool participants to and from their residences (or other locations agreed to by **Driver** and the passengers) and their places of employment (or other locations agreed to by **Driver** and the passengers), and further agrees use of the vehicle for the purposes permitted under this Agreement will not be construed as "driving for hire or being engaged in transportation as a business."
2. Has an appropriate, valid driver's license to operate the vehicle and further, will comply with any restrictions to such license.
3. Will immediately advise **VPSI** in the event of:
 - a. Cancellation, lapse or change of the license of **Driver**.
 - b. Termination of **Driver's** principal employment.
4. Has viewed the **VPSI** safety video, "The Vanpool Difference" and will, when requested by **VPSI**, be available to participate in a basic driver training or safety awareness orientation offered by **VPSI** or a designated agent, and will cooperate at any time with respect to obtaining the motor vehicle driving record of **Driver**.
5. Shall not consent to or allow the use of the vehicle by anyone other than an **Alternate Driver** in possession of written approval from **VPSI**.
6. Will return the vehicle to **VPSI** in the same condition, and with all the equipment and documents, as when delivered. Upon delivery and return of the vehicle, **Driver** and **VPSI**, or their respective agents, shall inspect the vehicle and execute a jointly-signed report on its condition. Damage, that is not attributable to a reported accident or collision/comprehensive claim supported by appropriate written reports, will be the sole responsibility of **Driver**. **Driver** is not responsible for ordinary wear and tear or damage which is the subject of a pending collision or comprehensive insurance claim.
7. Is responsible for obtaining maintenance service and will:
 - a. Maintain a clean vehicle - exterior and interior.
 - b. Purchase gasoline for the vehicle at major name-brand service stations.
 - c. Comply with recommended or required maintenance service in accordance with **VPSI** instructions, including those contained in the **VPSI** Preventive Maintenance Coupon Book.
 - d. Check and adjust all tire pressures to conform to manufacturer's specifications particular to the vehicle (as found on the placard or sticker attached to the driver door post, driver door edge, fuel door or glove box).
 - e. Obtain **VPSI** authorization prior to having any other maintenance or repair performed, **except** for individual items of less than \$25 such as engine oil, anti-freeze, transmission fluid, wiper blades, fuses, bulbs or headlights which are necessary for the safe operation of the vehicle; and **except** for the use of the Preventive, Emergency or State Inspection Coupons in the **VPSI** Preventive Maintenance Coupon Book.
8. Will not drive outside of a 200 mile radius of **Driver's** home without specific written approval, in advance, from **VPSI**.
9. Will operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations.
10. Will be solely responsible for any violation, fee or any other cost related to a violation resulting from the use or operation of the vehicle.
11. Will notify **VPSI** within 24 hours of any moving violation by **Driver** involving the operation of any vehicle and will send to **VPSI**, proof of the resolution of any violation involving a vehicle provided by **VPSI**, within thirty (30) days of such resolution.
12. Will, in the case of any incident or accident or any other loss or damage to or involving the vehicle:
 - a. Immediately notify and provide information to **VPSI** or the designated agent of **VPSI**, regarding any incident or accident involving bodily injury or property damage or, in the event **VPSI** cannot be notified, report to the Insurance Company in accordance with published accident reporting instructions.
 - b. Provide a written accident report to **VPSI** within 24 hours of the incident or accident.
 - c. Cooperate fully with **VPSI**, its insurer and other agents or representatives of **VPSI** in all incident or accident investigations and/or settlements.

C. **VPSI** represents and agrees it:

1. Will provide a vehicle for the purpose of operating a vanpool and will render such other reasonable assistance as may be required for the functioning of the vanpool.
2. Will, at its expense, provide vehicle licensing, vehicle registration and vehicle maintenance.
3. Will, upon review and approval of original paid receipts, reimburse **Provider** or **Driver** for maintenance or repair expenses incurred, as provided for in this Agreement

4. Will allow only the **Driver** or an **Alternate Driver** limited personal use of the vehicle outside of normal commuting periods as described in Section II. B. 8. of this Agreement.
5. Will credit **Provider** on a prorated basis, based upon a 30-day month, for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, until such time as a back-up vehicle is made available by **VPSI** or its agent.
6. Will be responsible, up to a reasonable amount, for the cost of arranging to have the vehicle towed to the nearest authorized service facility when the vehicle is inoperable.
7. Will, at its expense, provide automobile liability insurance, state authorized self-insurance, excess liability insurance, or a combination thereof, equal to a combined single limit (CSL) of \$1,000,000.00 to protect **Driver** and **Alternate Driver**, while operating a vehicle provided by **VPSI**, from claims made by others for bodily injury (including death) and property damage.

This insurance will not apply to: 1) any obligation for which **Provider, Driver, Alternate Driver** or any insurance carrier may be held liable under any workers' compensation law or any similar law, rule or regulation, 2) any obligation assumed by **Provider, Driver** or **Alternate Driver** under any expressed or implied contract, 3) uninsured motorist protection, underinsured motorist protection, no-fault benefits, personal injury protection, or medical payments, except where required by law, and then only to the minimum financial responsibility required by applicable law, or 4) any liability of **Provider, Driver** or **Alternate Driver** arising while the vehicle is being operated or used during **UNAUTHORIZED USE** as defined in Section II. D. 1.
8. Will assume the risk of loss of or damage to a vehicle provided by **VPSI** under this Agreement in excess of the deductible, except if such loss or damage occurs while the vehicle is being used or operated during **UNAUTHORIZED USE** as defined in Section II. D. 1.
9. Will indemnify, hold harmless and defend **Provider, Driver, and Alternate Driver** against insured claims resulting from the operation of a vehicle provided by **VPSI**, except during **UNAUTHORIZED USE** as defined in Section II. D. 1. and equal to an amount as described in Section II. C. 7.
10. Will maintain and provide to **Driver** (and upon request furnish to **Provider**) evidence of automobile liability insurance, state authorized self-insurance, excess liability insurance, or a combination thereof, equal to an amount as described in Section II. C. 7.

D. The Parties further agree:

1. The operation of a vehicle by any person with the knowledge or consent of **Provider, Driver** or **Alternate Driver** under any of the following conditions, hereinafter called **UNAUTHORIZED USE**, constitutes a material breach of this Agreement, and **VPSI** insurance will not apply to any liability arising from such use. **UNAUTHORIZED USE** includes but is not limited to:
 - a. **USE OF THE VEHICLE BY ANYONE OTHER THAN THE DRIVER OR AN ALTERNATE DRIVER IN POSSESSION OF WRITTEN APPROVAL FROM VPSI.**
 - b. Use or evidence of use, of the vehicle by any person under the influence of narcotics or intoxicants, including any person who knowingly is adversely affected by medicines or prescriptions.
 - c. Driving in any race or speed test or contest.
 - d. Use of the vehicle to propel or tow any trailer or other vehicle.
 - e. Driving upon other than paved or suitably graded public highways, private roads, and driveways; or under or upon tunnels and bridges posted with insufficient clearance or weight capacity.
 - f. Carrying passengers for hire, or any business or commercial use of the vehicle.
 - g. Driving outside the borders of the United States.
 - h. Parking the vehicle overnight other than at the residence of **Driver, Alternate Driver** or a vanpool participant without prior written approval from **VPSI**.
 - i. Use of the vehicle 1) without making a reasonable effort to ensure all occupants, including the **Driver** or **Alternate Driver**, are wearing their seat belts, 2) by more passengers than there are seat belts, and 3) without requiring occupants to comply with applicable seat belt laws and child restraint laws.
 - j. Transporting formal groups, such as church groups, scout troops, athletic teams, etc.
 - k. Transportation of any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive; or any contraband material.
 - l. Loading the vehicle beyond the manufacturer's stated passenger and/or weight capacity.
 - m. Leaving the vehicle and failing to remove all keys; failing to close and lock all doors and windows; and otherwise contributing to the vandalism or theft of the vehicle.
 - n. Use of the vehicle in the commission of a crime or illegal activity.
 - o. Use or abuse of the vehicle by **Driver, Alternate Driver** or vanpool participant who, as a result of reckless misconduct or gross negligence, damages the vehicle or causes injury or property damage to others.
 - p. Use of any cell phone device (including a hands free cell phone) or personal audio or video equipment by the **Driver** or **Alternate Driver** while operating the vehicle.

2. This Agreement shall be terminated by:
 - a. **Provider** or **Driver** giving **VPSI** thirty (30) days notice, in writing, unless waived, in writing, by **VPSI**.
 - b. **VPSI** giving thirty (30) days notice, in writing, to **Provider** and **Driver**, without cause.
 - c. **VPSI** giving twenty-four (24) hours notice, in writing, to **Provider** and **Driver** for cause.
3. Upon the termination of this Agreement, the **Provider** and/or **Driver** will arrange for and/or pay the cost of the return of the vehicle, any accessories and all documents pertaining to it, to the **VPSI** Customer Service Center location shown below or another location designated by **VPSI** and agreed to by **Provider** and/or **Driver**.
4. This Agreement may not be assigned without prior written consent by **VPSI**.
5. **VPSI** insurance applies only to vehicles supplied by **VPSI** under this Agreement.
6. **VPSI** shall not be responsible to **Provider**, **Driver**, **Alternate Driver** or others for any loss of income, inconvenience or other damages sustained as a result of an interruption of services to be furnished by **VPSI**.
7. It is expressly understood neither **VPSI** nor its insurance company will be responsible for any person's property lost, stolen, or damaged in or from the vehicle.
8. This Agreement embodies the entire Agreement between the parties with respect to the transactions contemplated. Any prior agreements, representations or warranties between the parties other than those set forth in this Agreement are rescinded. This Agreement may not be modified or altered except in writing by Addendum attached hereto and signed by **Provider**, **Driver** and **VPSI**.
9. Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.
10. All notices and/or correspondence shall be addressed to:

Provider (Company or Organization)
Please print name and address

VPSI, Inc. World Headquarters
 1220 Rankin Drive
 Troy, MI 48083-6004

VPSI, Inc. Customer Service Center (at below address)

Driver
Please print name and home address

Agreed to this ____ day of _____, 20 ____ by:

Provider's Authorized Representative Signature Title

Driver's Signature

VPSI, Inc. Title

Certificate of Resolution

Date: _____

Entity's Legal Name: _____

Date of Adoption: _____
(Date of meeting or written consent)

In connection with a Lease relating to a vanpool(s) with VPSI, Inc. (Lessor), the undersigned , certifies as its authorized representative the following facts:

1. The _____ is organized and operating under the laws of _____, is
(Type of entity) (State of Incorporation)
qualified to do business in the State of _____, and is in good standing.

2. The name of the entity, as stated in its articles is:

(Legal name of entity)

3. Neither the articles nor the bylaws of the entity limit the power of the board of directors / members / partners to pass the following resolution.

BE IT RESOLVED, that _____
(Legal name of entity)

is authorized to lease certain personal property from VPSI, Incorporated ("Lessor") as described in the document entitled "Three Party Volunteer Driver Agreement" ("Lease") and to execute such Agreement and any other documents or instruments that may be necessary, appropriate or required by Lessor in connection with the Lease.

BE IT FURTHER RESOLVED, that

_____ <small>(Name of Individual)</small>	_____ <small>(Signature)</small>	_____ <small>(Title)</small>
_____ <small>(Name of Individual)</small>	_____ <small>(Signature)</small>	_____ <small>(Title)</small>
_____ <small>(Name of Individual)</small>	_____ <small>(Signature)</small>	_____ <small>(Title)</small>

(the "Authorized Representative(s)") is/are authorized to execute the Lease, and any other documents or instruments necessary, appropriate or required by Lessor, as the Authorized Representative(s) may deem proper. Each Authorized Representative shall either sign alone or together with any other Authorized Representative. The Entity confirms and ratifies all actions of the Authorized Representative(s) to date with respect to the lease of property evidenced by the Lease and all documents executed in connection therewith. The undersigned keeps the records and minutes of the proceedings and actions of the entity, and this resolution is an accurate reproduction of the ones made in those proceeding or actions. They have not been amended, modified, or rescinded and are now in full force and effect.

Signature and Title

Printed Name

This instrument was acknowledged before me on _____ by
(Date)

_____, _____, of
(Name) (Title)

_____, a
(Legal Name of Entity) (State of Incorporation)

, on behalf of said entity.

Notary Public, State of _____

1 **Addendum To Three-Party Volunteer Driver Agreement**

2
3 It is agreed that the Three-Party Volunteer Driver Agreement (“**Agreement**”) between
4 VPSI, Inc., a Delaware corporation authorized to do business in the State of Colorado (“**VPSI**”),
5 the Town of Breckenridge, Colorado (“**Provider**”), and the undersigned approved volunteer
6 driver (“**Driver**”), of even date herewith, is hereby amended in the following particulars. In the
7 event of any conflict between this Addendum and the terms of the Agreement, the terms of this
8 Addendum shall govern.

9
10 Article/Section Amendment

11 II(A) Amend the last sentence of subsection (II)(A)(7) so as to read in its entirety as follows:

“If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney’s fees, as well as costs, including expert witness’ fees, incurred in the prosecution or defense of such action.”

II(C)(7) Add the following additional provision at the end of subsection (II)(C)7):

“VPSI will provide Provider with a certificate of insurance evidencing compliance with the insurance requirements of this Agreement concurrently with the signing of this Agreement by the Provider, and on each insurance policy renewal throughout the term of this Agreement. Further, Provider will named as an additional insured under VPSI’s liability insurance policies required by this Agreement.”

II(D)(1) Amend subsection (II)(D)(1) by deleting the words “but is not limited to” in the third line of the subsection, so that the sentence that begins on the third line commences ” UNAUTHORIZED USE includes:”.

II(D) Add the following additional provision:

“11. Financial obligations of the Provider under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. In the event sufficient funds shall not be made available, this Agreement may be terminated by either party without penalty; provided, however, that in the event of termination of this Agreement pursuant to this section Town will pay VPSI all sums due for services performed prior to the date of termination. The Town’s obligations hereunder shall not constitute a

general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.”

APPROVED AS PART OF THE AGREEMENT BETWEEN THE PARTIES:

VPSI, INC.

By _____

Title: _____

Date: _____

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____

Title: _____

Date: _____

DRIVER:

Date: _____

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MEMO

TO: Town Council
FROM: Laurie Best-Community Development Department
DATE: April 15, 2008 (for April 22nd meeting)
RE: Right Start Grant Agreement-Childcare Center

Enclosed in your packets is an agreement between the Town and the County concerning a \$200,000 grant for the new childcare center. Also enclosed is a resolution approving the agreement and authorizing the Town Manager to execute the agreement. The resolution is scheduled for formal action during your meeting on April 22nd.

As you may recall the County awarded the Town a grant to help defray the cost of construction of the center. This agreement outlines the terms and conditions for the grant. Staff has reviewed the conditions and is satisfied that the expectations of the County are consistent with the Town's plans for the facility. Therefore, staff recommends approval of the agreement and adoption of the resolution. Staff will be available during the work session on April 22nd to answer any questions regarding this agreement.

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

2
3 A RESOLUTION

4
5 SERIES 2008

6
7 A RESOLUTION APPROVING A “RIGHT START CAPACITY BUILDING
8 IMPROVEMENT PROGRAM GRANT AGREEMENT FOR THE TIMBERLINE LEARNING
9 CENTER”

10
11 WHEREAS, the Town of Breckenridge desires to enter into a “Right Start Capacity
12 Building Improvement Program Grant Agreement For the Timberline Learning Center” with the
13 Board of County Commissioners of Summit County, Colorado, a copy of which is marked
14 Exhibit "A", attached hereto and incorporated herein by reference ("Agreement"); and
15

16 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed
17 Agreement, and finds and determines that it would be in the best interests of the Town and its
18 residents for the Town to enter into the proposed Agreement; and
19

20 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
21 resolution may be used to approve a contract.
22

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

26 Section 1. The proposed “Right Start Capacity Building Improvement Program Grant
27 Agreement For the Timberline Learning Center” with the Board of County Commissioners of
28 Summit County, Colorado (substantially in the form of Exhibit “A” hereto) is approved, and the
29 Town Manager is hereby authorized, empowered and directed to execute such agreement for and
30 on behalf of the Town of Breckenridge.
31

32 Section 2. Minor changes to or amendments of the approved agreement may be made by
33 the Town Manager if the Town Attorney certifies in writing that the proposed changes or
34 amendments do not substantially affect the consideration to be received or paid by the Town
35 pursuant to the approved agreement, or the essential elements of the approved agreement.
36

37 Section 3. This resolution shall become effective upon its adoption.
38

39 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2008.
40

41 TOWN OF BRECKENRIDGE
42

43
44 By _____
45 John G. Warner, Mayor
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ATTEST:

Mary Jean Loufek,
CMC, Town Clerk

APPROVED IN FORM

Town Attorney Date

RIGHT START CAPACITY BUILDING IMPROVEMENT PROGRAM
GRANT AGREEMENT FOR THE TIMBERLINE LEARNING CENTER

THIS RIGHT START CAPACITY BUILDING IMPROVEMENT PROGRAM GRANT AGREEMENT FOR THE TIMBERLINE LEARNING CENTER (the "Agreement") is entered into this ___ day of _____ 2008, by and between the Board of County Commissioners of Summit County Colorado, 208 Lincoln Avenue, P.O. Box 68, Breckenridge, Colorado 80424 ("County"), and the Town of Breckenridge, a Colorado municipal corporation, whose address is P. O. Box 168, Breckenridge, CO 80424 ("Grantee").

WHEREAS, the Right Start Capacity Building Improvement Program is a grant program utilizing funding derived from a county-wide early care and learning tax that is administered by the County for the purpose of increasing the capacity of quality early care and learning programs for children and families residing in Summit County; and

WHEREAS, Grantee is in the process of developing a new childcare facility in the Town of Breckenridge (the "Timberline Learning Center"), which will create approximately 60 new childcare slots for infants, toddlers, and preschool children of local working families including Breckenridge, Upper Blue residents and in-commuters to the Town of Breckenridge; and

WHEREAS, Grantee has submitted an application for Right Start Capacity Building Improvement Program grant funding to County for the purposes of defraying a portion of the costs of developing the Timberline Learning Center; and

WHEREAS, County has awarded a Grantee Right Start Capacity Building Improvement Program grant to defray a portion of Grantee's costs in developing the Timberline Learning Center; and

WHEREAS, the parties desire to enter this Agreement for the purpose of setting forth the terms and conditions of County's award of Right Start Capacity Building Improvement Program grant funding to Grantee for reimbursement of a portion of Grantee's costs in developing the Timberline Learning Center.

NOW, THEREFORE, in consideration for the mutual promises made herein, and such other consideration the receipt and sufficiency of which is hereby acknowledged, County and Grantee agree as follows:

1. Grant Award. A Right Start Capacity Building Improvement Program grant award was made by County to the Grantee in an amount not-to-exceed Two Hundred Thousand Dollars (\$200,000.00) (Grant Funds) for the sole purpose of reimbursing Grantee for a portion of Grantee's cost of developing the Timberline Learning Center [See attached and hereby incorporated Exhibit A, grant award letter dated May 24, 2007].
2. Scope of Work. In consideration of the Grant Funds awarded hereunder, Grantee shall develop and operate the Timberline Learning Center (located at 170 Valley Brook Street, Breckenridge, Colorado) in accordance with the applicable provisions hereof and the other below

defined Contract Documents (the “Work”). Timberline Learning Center shall provide a minimum monthly average of 50 full-time early childcare and education equivalent slots at the Timberline Learning Center during each month commencing upon the opening of the center. For purposes of this Agreement, a full-time early child care and education slot is defined as paid enrollment of one child, or a combination of children using the same slot, aged 0-5 years old in Grantee’s early care and learning program for five days per week and between four and eight hours per day (“Full-Time Slot”). For purposes of this Agreement, a part-time early child care and education slot is defined as paid enrollment of one child aged 0-5 years old in Grantee’s early care and learning program for less than four hours per day and/or for less than five days per week (“Part-Time Slot”).

3. Contract Documents. This Agreement shall be governed by the terms and conditions of the following documents, which together comprise the Contract Documents:
 - A. This Agreement;
 - B. Right Start: Capacity Building Improvement Program Overview, Policies and Procedures, which are attached as Exhibit B hereto and hereby incorporated by this reference (Policies), and;
 - C. Grantee’s Completed Application for Right Start: Capacity Building Improvement Program (Proposal), which is attached hereto as Exhibit C and hereby incorporated herein by this reference.

In the event of any conflicts among the above listed Contract Documents, the order of priority to resolve such conflicts is the order in which the documents are listed immediately above.

4. Invoices. Grantee will submit one invoice for the Grant Funds, which invoice will reasonably describe the expenses for which Grantee is seeking reimbursement pursuant to this Agreement. The invoice will be reviewed by the Summit County Youth and Family Services Director, or her authorized designee, who will submit it to the Summit County Finance Department for payment upon his/her approval. Grantee’s invoice shall provide detail of Grantee’s reimbursable expenses sufficient to the County’s requirements, including but not limited to copies of the invoices received by Grantee for which Grantee seeks reimbursement from the County pursuant to this Agreement. Upon request, Grantee shall provide reasonable additional documentation of its claimed reimbursable expenses. Payment of Grantee’s invoice will be due within twenty-five (25) days of the receipt thereof.

5. Financial and Program Records: Grantee shall maintain financial records that are related to this grant award. Copies of all such financial records shall be provided to County on or before December 31, 2008, or within 30 days of the effective date of an earlier termination of this Agreement, whichever is earlier. Grantee shall retain all such financial records for at least five years from the date first written above. Grantee shall permit County reasonable access to Grantee’s files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as deemed necessary or appropriate by County concerning this award.

6. Reporting. Grantee shall provide County with a written report summarizing the use of all Grant Funds on or before January 31, 2009. For a ten year term commencing in the quarter

following when the Timberline Learning Center first opens for business, Grantee shall provide quarterly reports (January 1, April 1, July 1 and October 1) in writing to County, which reports shall include the then current:

- A. Total number of Full-Time Slots Grantee has filled;
- B. Number of children currently enrolled in Grantee's program (both full and part time);
- C. Total number of CCCAP eligible children currently enrolled in Grantee's program;
- D. Total number of children currently on a wait list for enrollment in Grantee's program.
- E. Number of children currently on a wait list for enrollment in Grantee's program that are CCCAP eligible.
- F. Grantee shall provide such other reports as County may reasonably require;
- G. Grantee shall report on the loss or destruction of any property purchased using Grant Funds; and
- H. Grantee shall include in each of these quarterly report any comments, questions, information or suggestions Grantee may have of County regarding the County's Right Start Program generally and Grantee's participation in the Right Start program specifically.

7. Required Notification: Grantee is required to immediately notify County of any change in Grantee's: licensing status, ability to expend the Grant Funds for the purpose described in the Contract Documents, or any expenditure of Grant Funds made for any purpose other than that which the grant was awarded.

8. Condition of Grant:

- A. This Grant is conditioned upon Grantee's acceptance of and compliance with the terms set forth herein.
- B. Grantee is prohibited from selling, assigning, donating or otherwise transferring ownership or possession of any property purchased or developed by Grantee using Grant Funds without prior written agreement of the County. Any such sale constitutes a default hereunder and shall trigger the repayment obligation discussed below in Section 9.
- C. Grantee shall post informational signage or other advertising materials regarding the Right Start Program and Grantee's receipt of a grant award thereunder on Grantee's facility site in a location and manner as to make such signage reasonably visible to persons visiting the facility.
- D. Grantee shall comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements, licenses and codes which are applicable to the performance of the Work hereunder, the provision of child care in Summit County Colorado or to Grantee as an employer.

9. Reimbursement of Grant Funds in the Event of Default: Grantee shall repay the Grant Funds to County in the event that Grantee fails to comply with the terms and conditions of the Contract Documents, which repayment shall include County's costs of collection (including any court costs and attorneys' fees and interest accruing at 12% per annum from the date of the award). Prior to any repayment obligation accruing hereunder, County shall provide Grantee notice and a reasonable opportunity to cure a default. For purposes of this Agreement, written notice and thirty days to cure are deemed reasonable opportunity for Grantee to cure any default.

In the event of a default by Grantee, County shall have all remedies available at law, including but not limited to the remedies specifically described herein.

10. **Work Product.** Copies of any data, reports, deliverables, drawings documents or other things or information gathered or created by Grantee for performance of the Work shall be submitted to County as specifically provided in the Contract Documents, or if not specified in the Contract Documents then upon Grantee's completion of the Work.

11. **Indemnification.** To the fullest extent of the law, Grantee shall indemnify and hold harmless County and Summit County Government from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Grantee or otherwise arising out of the performance of the Work by Grantee.

12. **Notice.** Any notice to be given hereunder by either party to the other, shall be in writing and shall be deemed given when sent by certified mail.

A. Notices to the County shall be addressed to:

Jann Engleman, Youth and Family Services Director
Summit County Government
P.O. Box 4326
Breckenridge, CO 80424

B. Notices to the Grantee shall be addressed to:

Timothy J. Gagen, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

13. **Third Parties.** This Agreement does not and shall not be deemed to confer upon any third party, except Summit County Government, any right to claim damages to bring suit, or other proceeding against either County or Grantee because of any term contained in this Agreement.

14. **Assignment.** Grantee shall not assign this Agreement or the property purchased hereunder in whole or in part without prior written consent of County.

15. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

16. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

17. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, they are, to that extent deemed omitted. The rest of this Agreement shall remain in full force and effect.

18. Law and Venue. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement is with the District Court of Summit County, Colorado.

19. Authorization. Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and perform the duties and obligations herein.

20. Attorneys Fees. If an action is brought to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.

21. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

22. Fund Availability/Annual Appropriation. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of County funds for purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. Financial obligations of the Grantee under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Town Council of the Town of Breckenridge, Colorado.

23. Multi-Year Contracts. The obligations of the County or Grantee hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

24. Governmental Immunity. The parties do not intend to waive by any provision of this Agreement, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

Entered and Agreed effective the date first written above.

Board of County Commissioners
Summit County, Colorado

Town of Breckenridge, a Colorado
municipal corporation

Gary Martinez, County Manager

Timothy J. Gagen, Town Manager

Memorandum

To: Town Council

From: Tom Daugherty

Date: 4/17/2008

Re: Federal Transit Administration TEAM designee

Attached is the resolution designating the staff positions that have signatory authority for Transportation Electronic Award & Management Process (TEAM). This is the grant management program on the web for the FTA. With the absence of the Transit Division Manager the Town is unable to initiate current grants for the hybrid buses. This will allow us to apply for the FTA money for those buses.

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

2
3 A RESOLUTION

4
5 SERIES 2008

6
7 A RESOLUTION CONCERNING THE “TRANSPORTATION ELECTRONIC AWARD &
8 MANAGEMENT PROCESS (TEAM)” DATABASE
9

10 WHEREAS, it is necessary and appropriate for the Town Council of the Town of
11 Breckenridge to designate certain Town employees as having signature authority on behalf of the
12 Town for the “Transportation Electronic Award & Management Process (TEAM)” database.

13
14 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
15 BRECKENRIDGE, COLORADO, as follows:

16
17 Section 1. The following employees of the Town of Breckenridge are hereby designated
18 as having signature authority on behalf of the Town with respect to the “Transportation
19 Electronic Award & Management Process (TEAM)” database:

- 20
- 21 Public Works Director
- 22 Assistant Public Works Director
- 23 Transit and Parking Manager
- 24

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

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

28
29 TOWN OF BRECKENRIDGE

30
31
32
33 By _____
34 John G. Warner, Mayor
35

36 ATTEST:

37
38
39
40 _____
41 Mary Jean Loufek,
42 CMC, Town Clerk
43



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.

APRIL 2008

Tuesday, April 22	Reusable Bag Day
Tuesday, April 22	Second Meeting of the Month

MAY 2008

Tuesday, May 8	Town Council Retreat
Tuesday, May 13	First Meeting of the Month
Saturday, May 17	Town Clean Up
Monday, May 26	Memorial Day- Offices Closed
Tuesday, May 27	Second Meeting of the Month