



**BRECKENRIDGE TOWN COUNCIL WORK SESSION**

Tuesday, December 11, 2012; 3:00 PM

Town Hall Auditorium

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

<b>3:00-3:15pm</b>	<b>I</b>	<b><u>PLANNING COMMISSION DECISIONS</u></b>	<b>2</b>
<b>3:15-3:45pm</b>	<b>II</b>	<b><u>LEGISLATIVE REVIEW*</u></b>	
		MBJ/Wedge LUGs	<b>21</b>
		Claimjumper LUGs	<b>26</b>
		Town Attorney Contract Resolution	<b>35</b>
		Prosecuting Attorney Contract Resolution	<b>42</b>
<b>3:45-4:00pm</b>	<b>III</b>	<b><u>MANAGERS REPORT</u></b>	
		Public Projects Update	<b>48</b>
		Housing/Childcare Update	
		Committee Reports	<b>49</b>
		Financials	<b>50</b>
<b>4:00-5:30pm</b>	<b>IV</b>	<b><u>OTHER</u></b>	
		BMAC Interviews	<b>63</b>
		Roundabout Landscape Design Plans	<b>71</b>
		Harris Street Community Center Application Proposal Review	<b>74</b>
	<b>V</b>	<b><u>PLANNING MATTERS</u></b>	
<b>5:30-6:30pm</b>	<b>VI</b>	<b><u>EXECUTIVE SESSION</u></b>	
		Negotiations	

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

**MEMORANDUM**

**To:** Town Council

**From:** Chris Neubecker, Current Planning Manager

**Date:** December 5, 2012

**Re:** Town Council Consent Calendar from the Planning Commission Decisions of the December 4, 2012, Meeting.

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***DECISIONS FROM THE PLANNING COMMISSION AGENDA OF December 4, 2012:***

**CLASS C APPLICATIONS:**

1) Schutt Residence (MGT) PC#2012097; 322 Gold Run Road  
New single family residence with 2 bedrooms, 3 bathrooms, 4,134 sq. ft. of density and 5,275 sq. ft. of mass for a F.A.R. of 1:13.85. Approved.

**CLASS B APPLICATIONS:**

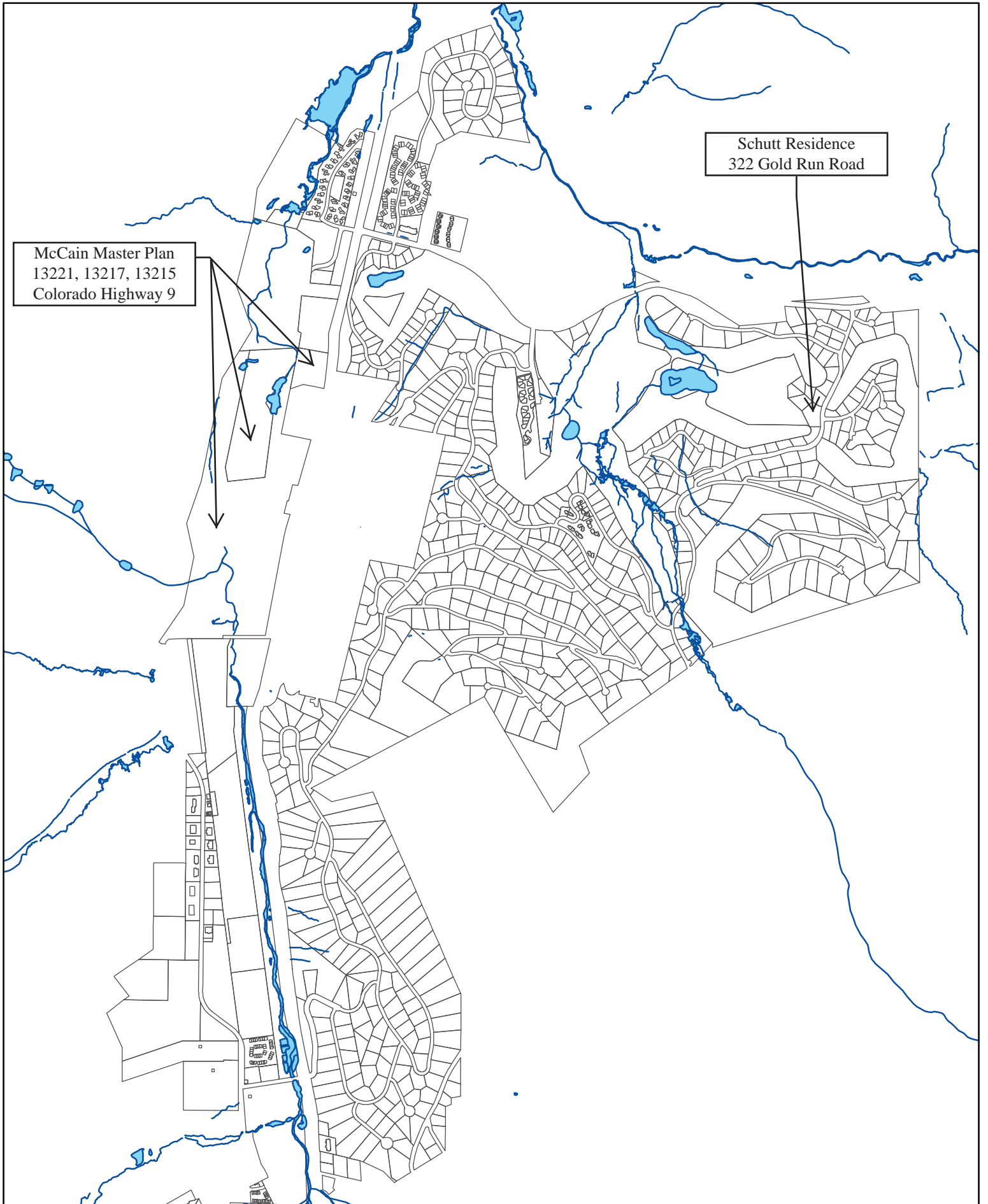
None

**CLASS A APPLICATIONS:**

1) McCain Master Plan (JP) PC#2012095; 13221, 13217, 13215 Colorado Highway 9  
Master plan for Town of Breckenridge property (identifying and distributing density and uses for service commercial and commercial (including retail), public open space, solar garden, existing gravel mining and processing operation, and governmental uses). Continued to the January 2, 2013, Planning Commission Meeting.

**PLANNING COMMISSION RECOMMENDATIONS:**

- 1) Motion to Approve Placing Recently Annexed Property in Land Use Districts 1 and 9.2 (Claimjumper Parcels). Approved.
- 2) Motion to change the first meeting in January, 2013, to Wednesday, January 2, 2013. Approved.

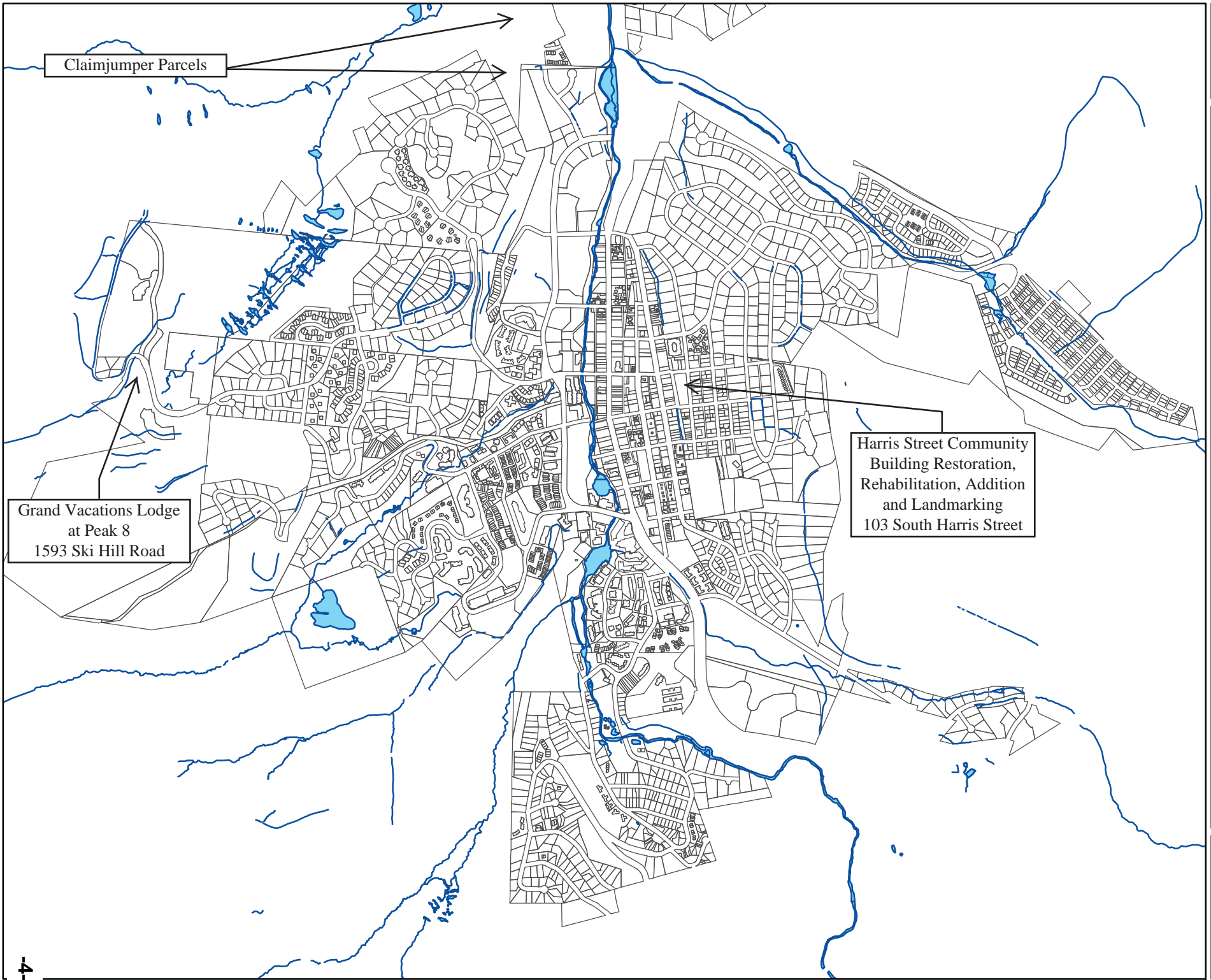


**Breckenridge North**

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

*printed 4/12/2011*





Claimjumper Parcels

Grand Vacations Lodge  
at Peak 8  
1593 Ski Hill Road

Harris Street Community  
Building Restoration,  
Rehabilitation, Addition  
and Landmarking  
103 South Harris Street



NOT TO SCALE

printed 4/12/2011

# Breckenridge South

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use of the product for any purpose is at user's sole risk.



## PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

### ROLL CALL

Kate Christopher	Trip Butler	Dan Schroder
Gretchen Dudney	Eric Mamula	David Pringle
Gary Gallagher, Town Council Liaison		
Jim Lamb was absent		

### APPROVAL OF AGENDA

Mr. Neubecker: Gary Gallagher, Town Council Liaison, is here and will present the Town Council Report immediately after Consent Calendar. Also, Staff is treating the McCain Master Plan as a continued hearing and will conduct the final hearing on the January 2, 2013 meeting. Will make sure it is presented earlier in the agenda and evening, Staff will suggest a motion to continue the hearing to that meeting, during which time we will also conduct public comment.

Staff received new information regarding tonight's applications from citizens and has placed copy before the Planning Commission. They are regarding The Breckenridge Vacation Grand Lodge at Peak 8 and a document and a copy of a letter regarding the McCain project by two members of the public.

With no other changes, the December 4, 2012 Planning Commission meeting agenda was approved unanimously (6-0).

### APPROVAL OF MINUTES

Ms. Dudney: On Page 7; 6 lines from the bottom: Please change my comments to "Define right-of-way", not "right away".

With no other changes, the November 20, 2012 Planning Commission meeting minutes were approved unanimously (6-0).

### CONSENT CALENDAR:

1. Schutt Residence (MGT) PC#2012097; 322 Gold Run Road

Mr. Mamula: No call up, but love the barrel roof. Would like to see more variety like this.

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

### TOWN COUNCIL REPORT:

Mr. Gallagher:

1. Council wanted me to share with you some feedback on solar panels in the historic district; members of the Council didn't know if it was clear how the Council sits, which is that we don't want to see solar panels in the historic district from any public right of way. Alley is deemed to be public right of way.
2. Council is going to be moving to e-minutes for both the work session as well as the evening meeting for accuracy and for the purpose of transparency. We know that many citizens are unable to attend the sessions and don't have an opportunity to attend. It saves Staff an incredible amount of time of preparation. E-minutes are digital, so anything that is said for those entire sessions will be available via internet. You'll be able to just listen to the conversation exactly, as opposed to reading through the minutes. It saves Council and Staff time. That is beginning immediately and this is also available to the Planning Commission.
3. Mr. Mamula: Are we planning on having a larger discussion about amenities increases at condo hotels? It

seems like a solid planning decision, and I would love to weigh in on it. (Mr. Gallagher: The majority on Council was that we haven't seen that many requests to date; let's leave it alone for the moment, to see if we see a stream of those coming in.) (Mr. Grosshuesch: We are planning to bring a work session to the Planning Commission on condo-hotels.) (Mr. Pringle: I would welcome that discussion. I'm not comfortable about the way the last two went down.) (Mr. Neubecker: The Planning Commission is asked to review these based on the fit test; if you can make it fit, fine, but if it doesn't pass the point analysis, it should not be approved.) (Mr. Mamula: We understand that; but it puts the Planning Commission in a difficult position. Does it fit or not? That's discussions in and of itself; I would rather have these discussions prior to another application.)

**WORKSESSIONS:**

1. Motion to Approve Placing Recently Annexed Property in Land Use Districts 1 and 9.2 (Claimjumper Parcels) (LB)

Ms. Best presented. The Town recently acquired and annexed the Claimjumper parcels which are located off Airport Road to the north and west of Pinewood Village Apartments. According to Colorado Statute (Section 31-12-115 (2)) the Town is required to formally zone the parcels by placing them in a Land Use District by January 14, 2013 which is 90 days after annexation. The bulk of the property is steep and appropriate for open space to provide visual backdrop, to preserve wetlands and habitat, and to provide trail use. The property also includes approximately 8 acres immediately adjacent to Airport Road which is level and more suitable for development. The Town's existing annexation map recommends Land Use District 1 for the steeper portion of the property and Land Use District 9.2 for the 8 acres along Airport Road. It should be noted that the 8 acres of Land Use District 9.2 includes four acres between Pinewood Village Apartments and Claimjumper Condominiums as well as four acres north of Claimjumper Condominiums.

An Ordinance has been drafted to place the Claimjumper parcels in Land Use District 1 and Land Use District 9.2 in accordance with the Town's annexation map. Land Use District 1 provides the most protection of the sensitive portions of the property and Land Use District 9.2 allows for residential development at ten units per acre. The zoning Ordinance is scheduled for Planning Commission this evening and for Town Council first reading on December 11<sup>th</sup>. Staff is requesting that the Planning Commission review this zoning and forward a recommendation to the Council.

Recommendation:

Staff is recommending that the Planning Commission adopt a motion recommending these parcels be placed in Land Use Districts 1 and 9.2.

*Commissioner Questions / Comments:*

Ms. Dudney: Section 3 of ordinance; "all or the portion may be transferred." Is it the intention to transfer the density? (Ms. Best: It's the Council's 'call'. Until we see the revised plan we are not sure of the density.) (Mr. Tim Casey, partner in Corum Real Estate Group: We did hear the Planning Commission as far as density and mass, so we are refining it to make sure that it fits within the context of 9.2 and we'll bring you a revised project with two alternatives that will fit.)

Mr. Pringle: It's everything that we thought that it would be.

Mr. Mamula made a motion to recommend placing the recently annexed Claimjumper parcels into Land Use Districts 1 and 9.2. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

**PRELIMINARY HEARINGS:**

1. Harris Street Community Building Restoration, Rehabilitation, Addition and Landmarking (MM)  
PC#2012096; 103 South Harris Street

Mr. Mosher presented a proposal to restore, repair, renovate and adaptively reuse the historic building. The

non-compliant additions (roof additions, handicapped ramp, windows, etc.) will be removed. The old non-compliant garage at the northwest corner will be removed and a new compliant addition will be created for entrance for a planned lower level theater and multi-purpose rooms. The property also will be locally landmarked.

On the original 1909 portion:

1. Foundation repair.
2. Cleaning /re-pointing masonry and stone.
3. Replacement of select stone sills.
4. Parge coating (like a smooth coating) repair over concrete.
5. Reconstruct the original rooftop mechanical louver (see elevations).
6. Removal of the non-historic posts supporting the small shed awnings at the east entries (installed in 1982). The historic shed awnings will be restored and reinforced along with the historic side brackets.
7. The small shed awning that flanked the northwest and southwest corners will be repaired (north) and recreated (south) over the historic openings. The southwest opening will now be used as a book-drop for the library. The northwest opening will be restored, but not used.
8. For handicap accessible ingress and egress, the existing door and window at the west facing southwest corner will be swapped respecting the existing opening locations. A new historically matching awning will cover the new entry.
  - a. For the window, the missing masonry will be replaced and repaired to match.
  - b. For the new door, the masonry will be removed below the existing window opening.
  - c. Historically, this area had only windows. With the Colorado Mountain College using the building in 1974, an accessible door and ramp were added to access the building in this corner. To do this, one window was removed and the bricks below were saw-cut to accommodate the needed entry. A shed roof addition was also built in the corners of the roof above to protect this opening below. This will also be removed.

For the 1921 addition:

1. Foundation repair.
2. Repair and replace all damaged windows to their original appearance.
3. Cleaning /re-pointing masonry and stone.
4. Repair wood windows.
5. Replacement of select stone sills.
6. New stucco @ boiler room exterior walls.
7. Parge coating (like a stucco) repair over concrete.
8. The flat roof of the south facing boiler room (added sometime in the 60's) will be used as exterior deck with new access stairs, railing, and west facing wind-screening.
9. Along the south wall, a new stairwell will be added to access the lower level.
10. Removal of existing non-historic garage.
11. New brick at new theater entry addition which had been removed when the garage was added.
12. As part of the adaptive re-uses, the existing Speakeasy Theater is being relocated internally such that a new entrance is being proposed at the northwest where the old garage is being removed.
13. Glazing (Safety, Low E, Mirrors, Projection Booth, Glass above railing along south and west side of outside deck for wind protection). The architect will be studying any glare issues and glazing choices at all Library area's new windows.
14. Wood Windows (Repair existing historic; at modern reconstruct new to match historic adjacent; new windows at Addition).

All associated Policies of the Handbooks of Design Standards for the Historic and Conservation Districts are being met with the restoration and renovation. The only planned loss of existing fabric occurs where the

assessable entrance is swapping the door and window location. Here, missing fabric is being replaced. (The Town intends to reuse all existing historic fabric throughout the project.)

**The Addition:**

A new addition is proposed to replace the existing non-historic garage. This addition will add required restrooms, ticketing, gallery, and concession areas for the theater and multi-purpose rooms.

At this preliminary review, Staff finds that the application meets all absolute policies and has not incurred any negative points in the Development Code. Staff will be suggesting positive nine (+9) points under Policy 24/R, Social Community.

Staff is very pleased with the planned restoration, rehabilitation and new uses for this historic structure. The community uses of the entire building maintain the legacy for this property. Staff believes all of the efforts presented here are of great public benefit. Staff asked the Commission if they have any comments on the proposed materials being used on the addition. Staff welcomed any other comments.

*Commissioner Questions / Comments:*

Mr. Butler: What is the Town's position on the access that St John's Church uses every Sunday morning? No sidewalk, dumpster view? (Mr. Mosher: It's not addressed in the Staff report because it is off the property. There is a gate there, right?) Yes. (Mr. Mosher - Staff can address this at the next hearing.)

Ms. Dudney: Are we trying to improve the appearance to the parish hall? (Mr. Mosher: No, also the north property line is so close there is no room for even a sidewalk on that edge; Staff can explore at the next hearing.)

Ms. Christopher: I think that you'd have people walking through the planned the landscaping to get to St. John's.

Mr. Mamula: Isn't there a flat roof on the new addition? (Mr. Mosher: Yes.) Terrible idea. (Mr. Mosher: My experience is that flat roof actually does quite well in this environment. They can last for a while with little maintenance if properly built.) I have a flat roof on my home, and it is terrible. (Mr. Mosher: Primary objective was to reduce the visual impact; it's a matter of how you design and build it.)

Ms. Elizabeth Hallas, Principle of Anderson, Hallas Architects PC:

We take our job of stewards of historic preservation very seriously. We have a specialty in high altitude preservation. We identified the standards regarding the four possible treatment approaches. We identified this project as "rehabilitation", partly due to the new use. Within that rehabilitation we have items that are being restored and preserved in historic character.

Snow melt is proposed on the handicap ramp if needed. We are trying to reduce snow melt for sustainability issues. We have a mix of historic windows and modern windows; we will be reconstructing modern windows and restoring historic windows. The option of storm windows is something we are discussing; there was a discussion with Council about needing more cooling so the operation of the windows is still under discussion. We will be removing some of the roofing, we will likely not introduce any gutters on the school; we will be investigating the guttering on other portions of the building. We've done some testing on the mortar replacement. We will replace the modern windows using historic photographs to guide the efforts on those windows. Parch-coat was original and over concrete and we will mix to match the old parch-coat. In all of this work, some guiding principals have come out. For the addition, we have a small narrow link proposed and it is falling within the existing pilasters, and attaching the addition between a set of pilasters that would be a low element that would align with that entry. People are coming from the north east corner to access the theater; the flat roof was keeping it low. We looked at gable roofs, but they didn't seem to be in the same ilk as the



public building that we have. We used the hip form and some shed elements and then the flat roof form is similar to the original shape to the south west corner. (Mr. Mamula: Is there any way to just leave the addition off? It's an enormous building, and we don't know what all the uses will be. Currently the Speakeasy Theater has a lot of charm. I hate to see us add a non sympathetic addition, rather than have a smaller use inside the building. In the end, no matter what you do with the roof, it will distract.) In terms of eliminating the addition, it isn't something that we've looked at for awhile; the Speakeasy, to get their first run movies, needs 155 seats, which is a large portion of the lower level of the building. The concept is to have separate entrances for liquor license reasons so that the business can operate independently. (Mr. Pringle: It seems to me like this addition is being forced on to accommodate a tenant.) (Ms. Christopher: What is the multipurpose room in the middle?) Came from the library needs; 80 to 100 people for story time, lectures, etc. It is first and foremost for the library. (Mr. Pringle: To deviate slightly; I'm looking at the Y main entrance; it feels like there is a suggestion that people will want to take the left concourse.) We are introducing a walk along the easterly side/zone. We are also looking at changing the pavement that would be a subtle grade level 'cue'. (Mr. Pringle: Circulation is my issue, really.) Signage is an issue that we have explored, but not something we've examined yet. (Mr. Neubecker: We will need a good signage plan, but it is a separate application.) (Ms. Dudney: You were given the scenario of 155 seats, and it's too tight to decrease the size of the addition.) It's quite the puzzle, but yes, it's a little tight in there.

Ms. Dudney opened the hearing to Public Comment:

Mr. Michael Gallagher, lives across the street from this project: Is this addition really needed? What's going to happen with parking on Harris Street? I understand that parking lots aren't really in this discussion. What is going to happen with the lighting? The Town hasn't been a very good neighbor regarding light pollution. When CMC owned this, they turned the lights off at 10pm; Breck leaves the lights on all night. I'm also curious about the mechanical addition on the southwest corner. What is the history of that and why is it being preserved? (Ms. Hallas: We are making the mechanical slightly smaller; this portion we do see in the 1921 building photo. It appears to be original. In terms of the lighting, that is a good point. The direction so far is to use the standard town light fixtures, but in terms of how long they are on, we can certainly research. Street parking; we are introducing a new sidewalk here (indicated on plan) and I'll have to speak with our landscape architect about parking.

Mr. Lee Edwards, lives near the project: Mr. Mosher, you looked at connecting that French Street parking, I strongly recommend that you do connect it. The French Street parking lot is not going to go away. Why not connect the two and be done with it? Your landscape shows filling up the front lawn with a bunch of vegetation. It was historically a lawn, leave it like that. Are these deciduous trees on the lots? I hope so. Roof material? (Ms. Hallas: The roof material has been a debate because the original was wood shingle, but we would go back to high-quality asphalt.) The new south stairwell; the deck could be extended over that? The structure/mechanical building was there in 1921? I was looking at where the flue was coming up. As opposed to adding another structure, did you ever look into making the mechanical area part of the needed space, because the entrance would work so much better on the south side? (Ms. Hallas: I have no problem with connecting to French Street; there is a grade difference, that would need to meet ADA standards.) Back to vegetation. The trees that are up against the building are damaging to the building and the idea was to reintroduce those farther away from the building.

There was no further public comment, and the hearing was closed.

*Commissioner Questions / Comments:*

Mr. Mamula: I think it's wonderful what the Town is taking on here; restoration will be fantastic. As a Town that plans and helps the community restore existing historic structures and the eye for detail that we look at, we should be very proud. I can't stand this addition. I would love to see something

programmatic. I just think that there has to be a way to get rid of that addition. If we were just a client in here, I would say the same thing. I feel that this is beyond spending taxpayer money and this has been a big discussion in the Town itself; I say this strictly as a steward of the community.

Ms. Christopher: I don't have any code issues; I just wish we could eliminate the addition.

Mr. Butler: Very pleased with this addition.

Ms. Dudney: It's the addition, so it's a design issue. I agree with Mr. Butler; very good project.

Mr. Schroder: Very pleased with the effort that you're putting in here.

Mr. Pringle: With respect to the restoration and preservation, you've done a wonderful job; I totally agree with Mr. Mamula. This is one time in history that we will be able to grab this building and put it in the shape that it was without an inappropriate addition on the back corner. I wonder if we can find a way and still accommodate a way to use this building. We should find a much more sympathetic place to put the dumpster.

Ms. Dudney stated that the upcoming agenda item, the McCain Master Plan will be continued to the January 2<sup>nd</sup> meeting if people were here for that item and do not want to stay through; they will have another opportunity to make public comments. No decision will be made on the McCain Master Plan tonight.

## 2. Breckenridge Grand Vacations Lodge at Peak 8 (MM) PC#2012075; 1593 Ski Hill Road

Mr. Mosher presented a proposal to construct a 75 (each a 2-bedroom lock-off) unit interval ownership resort condo-hotel at the base of Peak 8 ski area with associated amenities and underground parking. (A revision to the Amendment to the Peaks 7 and 8 Master Plan will be submitted in concurrence with the final review of this proposal.) With this review, Staff is looking at providing the Applicant with feedback for some key issues associated with the site plan, including view corridors, roof forms, site buffering, shadow projections, and building height and transit.

### Changes since the September 18, 2012 Preliminary Hearing (per submittal by Agent):

1. Split design into two distinct buildings, each significantly smaller than One Ski Hill Place and Future Building 804.
2. Replaced 'the link' between proposed buildings with a roof garden.
3. Eliminated (5) 2BR units to bring project total from 80 to 75 units (a 9.4% reduction).
4. Reduced total project density by 6,571 square feet (a 5.8% reduction).
5. Reduced total project mass by 9,410 sq. ft. (an 8.4% reduction).
6. Reduced total building area by 36,445 sq. ft. (a 12.7% reduction).
7. Eliminated basement parking level (due to fewer required parking spaces).
8. Parking now exceeds TOB requirements by 19% (141 spaces required, 168 provided)
9. Moved courtyard areas on plaza, terrace, first floor levels 15-feet from south property line to enlarge BSR skiway.
10. Moved south building 29 feet north to preserve Skiwatch views.
11. Moved south building 6 feet east, further from west property line and Skiwatch drive, to enhance buffer and neighborhood ski trail.
12. Dropped height of main roof by 12 feet, creating 'attic' units at top floor.
13. Added articulation to roof forms - all ridges now less than 50-feet long.
14. Relocated or eliminated end units at upper floors, so building forms step down at edges of project.
15. Lowered roof pitch from 10:12 to 7:12 at building ends, creating a varied look.
16. Added landscaping to soften edges at skiway, lower levels & roof garden between north and south buildings.
17. Decreased amount of stone and added natural wood at terrace level exteriors.
18. Located major mechanical areas within phase 2, with the intent of mitigating mechanical noise from neighbors.
19. Developed exterior materials palette of lighter colors which still meet intent of Master Plan

At this preliminary review, Staff has found the following:

Negative points may be incurred for:

- Policy 6/R, Building Height (-5) for exceeding the recommended height by less than one-half story.
- Policy 33/R, Energy Conservation (-3) for heating all outdoor drives and plazas.

Positive points may be awarded for:

- Policy 6/R, Building Height (+2) for showing broken, interesting roof forms that step down at the edges and for providing density within the roof forms.
- Policy 15/R, Refuse (+1) for having the refuse and recycling located inside the parking garage.
- Policy 18/R, Parking (+4) for locating 100% of the parking out of public view.
- Policy 24/R, Social Community (+3 or +6) for exceeding the required amenities by 7-times.
- Policy 25/R, Transit (+4) for providing a shuttle van service (with covenant) for the guests.

#### Staff Recommendation

Staff is appreciative of the changes shown on this submittal. The applicants and agent have made a good effort to listen to the concerns expressed by the Planning Commission and Town Staff, and they have met with and the adjacent property owners. This submittal shows a reduction in unit count (density and mass), building height, and a redesigned roof forms.

#### *Commissioner Questions / Comments:*

- Mr. Pringle: You've only received two policies that received negative points? (Mr. Mosher: Almost everything up there has gone over in height; we are not seeing encroachments.) It seems with the addition of 15,000 square feet of density, that there would be a few more policies that we'd be up against. (Mr. Mosher: A lot of the amenities are under ground and that helped.)
- Ms. Dudney: It doesn't appear that it's above the allowed density. The total allowed is 96.5 and they have 89.5. (Mr. Mosher: They transferred density in 15,000 by development code.) (Mr. Neubecker: Are you suggesting that there are negative points that we haven't assigned?)
- Mr. Pringle: I'm not sure.
- Mr. Schroder: Would you clarify what policy the glass would fall under? (Mr. Mosher: Architectural compatibility; this is a lot more glass spread out, something unusual.)
- Mr. Mamula: Do we have comparisons of the aerial views from the last presentations to see the differences?

Staff had the following questions for the Commission:

1. Did the Commission still support the interpretation of the illustrative View Corridors depicted in the Amendment to the Peaks 7 and 8 Master Plan?
2. Did the Commission believe the revised building forms are showing broken, interesting roof forms that step down at the edges?
3. Did the Commission have any concerns with the glass storefront on the southeast elevations?
4. Did the Commission support awarding positive six (+6) points for the added amenities?
5. Did the Commission believe the site buffering (Policy 7) has been adequately addressed?
6. Did the commission have any comment regarding the submitted shadow projection plans?
7. Did the Commission support the proposed point assignments? If not let, Staff know of any deviation.

Staff suggested this application return for another review, and welcomed any additional comment.

Mr. Matthew Stais, Architect: We have retained Mr. Don Ganser for hydro geological results to study the Peak 8 project preliminary as part of the Master Plan. We have provided a report to the Town and will

continue to work together to mitigate any affects to Cucumber Gulch. Regarding point #3, this future building called 804, in conjunction with the plaza, is set back and there will be a figural space and outdoor plaza. Our plazas will ‘step up’ the ski slope or ‘cradle effect’.

Regarding shadow studies: One of the neighbors had a concern that Ski Watch Drive would be in shade all winter long, which we don’t want. We did shadow studies and there is some shading from existing trees and Ski Watch shading. We have some shading from the north building but the idea that we won’t have any sun all winter long on Ski Watch Drive just isn’t the case.

Regarding our neighbors: from Ski Watch Drive, we look / appear like a 2-3 story structure to our neighbors. In fact, we are shorter than the house across the street. We created a scenario wherein we do not block the views of the slopes from the Ski Watch building, and from the Himmelstein home, you can still see Baldy Mountain between our two buildings and over the parking lot. The architecture needs to work with One Ski Hill Place, and we have that décor with a lot of wood siding where we are allowed, with muted colors and then a fire resistant product that will emulate the shape of what’s going on. There have been some concerns about pools and hot tub noise; we would have longer hours than the ski resort, but it is a family resort. We met with the Ski Watch HOA last weekend. They have concerns of proximity to their units and this is not a final product; we will continue to work with the neighbors.

Regarding the mechanical areas: We are going to locate the mechanical exhaust and block the parapets with a wall on the roof to block the noise. These are all behind the tree buffer and we feel that this is the best location. We are working with the ski resort on the trail width and location, and are hoping to make it a little wider than it is now. There will be a first aid area for the Breckenridge Ski Area right in the plaza area for easy traverse for ski patrol.

Rob Millisor, Breckenridge Grand Vacations, Applicant: There are certain things that we want to point out. We’ve taken a lot of time and energy to understand and respond to the input that you gave us and with our neighbors. We believe that we’ve made some dramatic changes to this plan. Our application meets the Master Plan. There are 7 pertinent guidelines for this development: Premium lodging units. Ours will be the premier resort; Cucumber Gulch is the crown jewel of this community. We are passionate about protecting the gulch. We had a few issues, but when Staff brought them to our attention, we responded immediately and will continue to steward to the Gulch. Compared to One Ski Hill, our buildings are lesser in height than One Ski Hill, which is 76’ and our bldg is 66.5’. One Ski Hill is 160,000 feet of mass; our south building is 95,000 feet of mass; One Ski Hill is 113 SFEs; our south building is 54% less SFEs. We took out a level and a connector because we heard that you wanted two buildings and basically, they are two buildings. Visual impacts from adjacent properties: we spent several meetings with Ski Watch people, and we listened; in the words of the Planning Commission, we “took the air out of the balloon” and cut five units out of the buildings. We want to be good neighbors and be a resort that works with the Town. The south building shrunk 29 feet from the other buildings and from the ski run; in addition, we lowered our buildings 12 feet. Last point of the Master Plan, larger buildings can comfortably be in scale, and these are comparable in size to Ski Watch and smaller than One Ski Hill and the hotel. Secondly, we’ve talked to our neighbors five times; we have an agreement for ski and sewer easements with the owners and which we will have to continue to work with and not limited to this hearing. We hope that we’ve addressed the majority of their concerns. Regarding the point analysis, we basically agree however, we don’t think that there is any question that we should get six points (+6) for amenities and the whole project will be Green Globe Certified. We believe that we have the point analysis to move this to final.

Randy May, Vail Resorts Development Corp: Regarding Building 804: originally there was a hotel planned there and as the market changed, we looked at it for our Rock Resorts brand. We would like the market to come back prior, but at one point we did have a development permit to proceed with that. We have worked

with Breckenridge Grand Vacations from day one to maintain that development site as you see it now in connection with their development. (Mr. Pringle: I'd like to look at the roof garden that separates the north and south buildings.)

Ms. Dudney opened the hearing to public comment.

Barbara Chamberlain, President of HOA at Ski Watch: This building has a major impact on our property; there is still a lot of mass and height in our front yard. It seems like amenities have been added and have taken away our view. The setbacks are an issue; there will be retaining wall and that will impact our views. People want to see the view corridors opened up. We are concerned about buffering and our access to the ski slope. We are still negotiating about the sewer line. Right now, our owners would like to see more scaling back of that uphill building.

Lindsey Shorthouse, small business owner: We are missing the opportunity to look at our base for small businesses. Some of the major events affect my small businesses. Our base has more potential to host more than the Dew Tour; we need to look not just at these projects as onsey twoseys. Look at how the skiers can access there; right now there is a cluster. Not just this project but also the 804 project. Let's look at this as a whole.

Deanna Herwig, Owner of Land Title: I'm here to voice my support; we've had a long and loyal history with Grand Lodge. The economic support of Breckenridge is dependent upon growth; the effects of this project are far reaching. Grand Lodge is invested in the future of Breckenridge; they are entirely local, created a lot of jobs, and have a 'magic touch' of successful projects. Their emotional attachment to Breckenridge speaks forth in the product that they build. It will prove that our economy is thriving and healthy and ensure the continued success of Breckenridge.

Mr. Richard Himmelstein, Owner in One Ski Hill Place and Peak Eight Place: Look at this building. I estimate it to be 2 ½ stories taller than One Ski Hill. The developer has deviated from the Master Plan. I strongly disagree with Mr. Mosher on this; my request is that because they have pushed the development against the western boundary it will cause the same problem to the 4 O'clock Subdivision on the other side. If we lowered the project it would decrease visual impacts and it would open up the view corridor. My request of the Planning Commission, is what you can control is the height of the building and the Master Plan calls for 3 ½ - 4 ½ stories; anything over that should be negative points on this project. I do support development, reasonable development. I also wanted to present a document and put it on the record. This document is a comparison of the Master Plan from 2003 and 2005 and the current proposed lodge. It's more than twice the size. There is too much program for the size of the lot. Fuzzy math; I don't understand the height of the building. I read District 39; I don't see it in there. I'm really confused and don't know what I'm missing. If we could look at the drawing that has some height, I have some questions. (Mr. Neubecker: The Master Plan specifically states how to measure building height and it overrides development code. We really don't know what the natural grade of the site is and height is measured to existing grade, as stated in the Master Plan.) Staff report states that this should start from 9,980'; I'm just really confused at how this is calculated at 5 ½ stories. (Mr. Neubecker: We are not going to banter back and forth. We can answer your questions when you get them all out.) My position is that it should be 9,956' and that this is two stories too tall. I also question only giving them negative five (-5) points. I also note that District 39 calls for that the building shall not exceed 5 stories above grade. Does the Master Plan override that? I'm surprised that there is another document that trumps the document in District 39. Focusing on point analysis, the Staff report was not objective, about stepping down and giving them a positive two points. My request is that they lose two points until the stairwell is addressed. If we could go to a drawing that shows an overlay of the building; the rear of the building should be on Ski Watch Drive and the rear setback should be what is in the code. Currently the north building has a 7 ½ setback, and if it were increased to 8 it would assist in the corridor view. I know Mr.

Mosher says that visual drawings in Master Plan don't count, I don't agree. I don't expect them to get to 60 feet, but if Vail Resorts were willing to give them 20 feet, that corridor view would be improved. It is the best view on Ski Hill Road. I do not think that there is a view between the two buildings. If they get the setback properly there, it would improve the corridor view.

Mr. Lou Cerillo, President of Peak Eight Place also a lot owner: Take a look at the mass, size and density and to the views corridor of Peak 8 Place. We bought those lots up there with the intention to be full time residents there. Maybe scaling it down a little bit.

Mr. Jeff Progar, Represent Lot 4 at Peak Eight Place: Represents my families and sisters life investments. Between 2005-2010 I've been building in Summit County and my impression was that Breckenridge building codes were stringent and inflexible. Over time I learned to respect the process. There was no haggling or negotiating. Because of my confidence in the Town Council and process, we sold our home in Warriors Mark and purchased Lot 4 at Peak Eight Place because of the approved Master Plan. Although economic times were difficult, we felt our investment was safe and secure. In October 2012 we learned that the lot had been sold to a new developer for fractional units. Too dense, too tall, unsafe for skiers, out of compliance with a number of Town regulations. It is offensive to its neighbors. Unacceptable shadowing over Ski Watch Drive. The project would never have made it to this Planning Commission in the good times. It's about money. You're throwing my investment out the window. Lot 4 is completely blocked by a massive 6 ½ story building. This is my life savings. Please do the right thing.

Mr. Todd Stewart, Owner at Peak 8: I agree with the Ski Watch people. Mr. Himmelstein; we bought our property which showed One Ski Hill to be dominant. These are monstrosities. It destroys investments that we've put into Breckenridge for years. Peak 8 is destroyed. We trusted in the Town of Breckenridge. This kills our dreams and our hopes. It's truly devastating. There is no question about it. It is crippling.

Mr. Eric Halpman, Ski Watch 102 owner since 1970: I do not represent the Board, just myself. It is one of the garden level units. It's the closest one to the south building of the lowest level. There is a red staircase in this picture, I've used that staircase since I was 5 or 6 years old. I spend a lot of time up here especially in the summer. What are you going to do to give me access to what I've always had? This is my access when I return skiing and hiking. On the north east side, I will be losing my views. From my perspective, I'm going to have a huge building right in front of my building. Going the other way, my primary view will be gone.

Mr. Jeff Campeau, 35 Byron Court, Breckenridge: With respect to the neighbors and their complaints, we have to keep on the overall economic impact. While the Commission is not here to measure economic impact, it is almost impossible to separate. What's different about this project is that they are creating more warm beds than any other type of project. It's hard to pass on the kind of economic impact in a positive way that this will have on Breckenridge. This makes the Town able to do financially what they need to do in this community. Keep this in the back of your minds when you start talking about squishing it down, have maximum flexibility with the developers. They have had a tremendous impact on economics in Breckenridge, and we have a golden goose here.

Mr. Dick Carlton: I believe in 2005 when we came to our agreements for the gondola, I believe that the community made a real investment and with it came a Master Plan that put a lot of density at Peak 8. It's going to be tough to build that out in perfect fashion. We should be clustering our density and this is probably where buildings like this belong. I've been involved in this process for many years and understand the relative nature of this and Mr. Mosher has done a good job.

Mr. Roman Nowakiwsky, Owner at Ski Watch: Work in progress, and I won't repeat everything but that it doesn't meet the Master Plan because of its height. Master Plan calls for a major view corridor, and should be

preserved with a larger setback. It won't be the 60 feet that was drawn, but could be 30 feet. Calls for preservation of views for neighbors, and that has to weigh heavily and the project has been pushed into the hill too much.

Mr. Dick Fahrney, Owner at Ski Watch: I bought into the idea of being a good neighbor with the developer; that's progress, until I got privy to the Master Plan and saw the Master Plan where the buildings were down the hill quite a bit. If they were down and separated it would alleviate our problem. I propose that you stick to the Master Plan. I would remind you that I have a bunch of acquaintances on the front range who won't come to Breckenridge because it is too dense already. I think that the developer has done a good job with Grand Timber, but in their efforts to go for broke, they have slung a cow patty at the wall to see how much it will stick.

Mr. Robert Tober: Regarding the Ski Watch Drive realignment, the existing Ski Watch road is scheduled to move to the north. The question is it reasonable to enlarge a property that isn't owned by the applicant or could it become open space? The second issue is the wetlands. Is this in the Cucumber Gulch protected district? How is the water going to be handled and are there any impacts on it? Any points negated for them being within 25 feet of the Gulch? Where are they putting these hoses? Does the Forest Service have to approve this before it happens?

Matt Stais (Applicant Response): I appreciate all of the comments. We are trying to do the best we can to respond. The setback at Ski Watch, while I understand how he walks down the stairs forever, I believe that the Ski Watch building is 7 feet away from their building. The deck is more like 3 feet off the property line. We are trying to keep our building 25 feet off of the property line. The re-alignment of Ski Watch Drive, the reason why Ski Watch was extended wasn't because of our project; it was scheduled to be extended northward and we inherited the project. When it gets rebuilt, it will be more like 8% and then down to 4%. We are familiar with Cucumber Gulch; our project does not affect that ditch and in terms of recharging the subsurface water, there would be run in pipes up and underground into an existing detention pond and operational in perpetuity.

Mr. Mosher: I appreciate everyone being a part of the public process. The Master Plan is what we are bound by; anything that would be binding with the Master Plan would be mentioned in the notes. The other items are illustrative. The intention was to maintain several view corridors; the binding parts of the Master Plan are the notes. As the Applicants have mentioned, they have been working diligently with the neighbors. Staff is bound by the Master Plan and the Development Code.

There was no further public comment, and the hearing was closed.

*Commissioner Questions / Comments:*

Mr. Pringle: The development of the Master Plan has been an ongoing process and I believe that we are as close as we are going to get. The developer listened to us, and I think that they made it a subordinate development to One Ski Hill Place and that is key. They have achieved that and are well within their density. The agreement that they made with Council extends their density and mass and I think that they are working in the best interests of the town that although will not be satisfactory to everyone, that in the long run everyone will be able to live with it. From day one I have always said that these were going to be big buildings. We are seeing that; I have great empathy for the people at Ski Watch and Peak 8; we tried to make sure that Ski Watch has views. I believe that the neighbors have views to the mountain and to Baldy. I don't know if we will ever make it so that all views will be not be interrupted. I think that the Applicant show view corridors that are commensurate with what the Master Plan depicted. The roof lines of the building more represent a broken roof line that is interesting to look at from many angles. It's no longer a blank

wall. The glass storefront; Mr. Stais is very good with providing what the Town wants; I think he'll do a great job to softening that look and it will be satisfactory. Do they deserve +6 points for amenities? I don't know; I'd like to wait and see on that. We need to discuss the appropriate amount of amenities; I would take a look at past precedent and if it matches history, then it might warrant +6 points. Do they adequately buffer the site? Yes, I think that they do. I'm sure if you're close to them, you'd like them set back farther, but they are exceed in some places required by the town. I don't know what to do about the shadows. I don't think that there is anything devious in the shadow projections. The Staff does an adequate and professional job of reviewing these projects and I hope everyone knows how lucky we are to have them. I think you take a look at the 'only negative 2 points' and say that the Applicant is doing a good job. I think that we can move forward with comfort knowing we are going to get a good project up there. I am so proud of the way that this base area has been developed up until this point; it just pops. It isn't cluttered up and garbage; it's very clean, majestic that has stood the test of time. I think that the developer can massage it a little to give people a better comfort level, but we are well on the road. Thank all of you for coming. Your input here is valuable.

Mr. Schroder: Everyone's input is taken down for the Staff and Applicant. We are preliminary; it is hard for some of the neighbors who were enjoying open space prior. View corridors; we gain a view corridor in this rendition from the last presentation. Also, I looked up the definition of Master Plan, and it is "a universally a guiding document" Our job is to use the development code; the code has been met, and there is a positive score. The building forms are broken and are interesting, step down at the edges, and that is what we were looking for. The glass door front; I'm sure we will see a nice product. The added amenities; I wonder, most of these are for the consumer of the product. Site buffering; the Applicant is buffering the property and setbacks are met. The shadow projection plans; there are a lot of shadowing from the current trees but I spent time looking around Breckenridge and where aren't there going to be shadows? Regarding point assessment, I am in support of the majority of the points as presented by Staff.

Ms. Dudney: I agree with Mr. Pringle and Mr. Schroder.

Mr. Butler: I think that it's worth saying, that this follows the intent of the Master Plan; I can see why some folks don't think that it does, because of the compact nature of the Master Plan. I do think that the developer has done a good job of adhering to the intent of the Master Plan. I do see 6 points for the amenities.

Ms. Christopher: It's nice to have community feedback to help us to create a better community; I agree with Mr. Schroder and Mr. Pringle. My biggest concern with the shadow on the road that it is a Town issue now, and we will have to take care of it more.

Mr. Mamula: I still don't think that it meets the intent of the Master Plan. I still think it is too large; it is too close to the buildings, the buffer isn't adequate at all. Now it's a piece of property that we are trying to put a couple of buildings on; I appreciate the differences between the original submittal and tonight's. The biggest difference right now is that the south building was labeled Phase one and Phase two. A 30 foot move of a building this size, I don't feel like it meets the intent of the Master Plan. I would like the buildings to step more on the edges, the roof is way more complex and the edges are not as square, but really, it doesn't live up to what I think. I think in the next presentation you have to do a very basic job of how you are measuring the building. It looks big to everyone in the audience and you need to explain it so that everyone explains. These are definitely bigger than what is in my recollection. We have 5 votes for going forward on the points, but I have an issue for giving positive points for an increase in amenities for the consumer. I would like to discuss that in the future. To me, it seems like double dipping, in particular because it is private amenity space. Everything else, if Mr. Mosher supports it, it will be difficult to undo anything in the point analysis. This is not about money for us; if there is one place that there is no money involved, this is it, her eat Planning Commission. This is based solely on code. On both sides, we can never think about this as if it is about money.



**COMBINED HEARINGS:**

1. McCain Master Plan (JP) PC#2012095; 13221, 13217, 13215 Colorado Highway 9  
Chairwoman Dudney announced that this hearing would be continued to the January 2<sup>nd</sup> meeting to allow for more public comment and that the Planning Commission will not be voting tonight.

Ms. Puester presented a Master Plan for the property known as the McCain property which is Town owned and includes 25 acres which the Town is in negotiations with to purchase and lease back 5 acres shown as Tract 1, Area B. This Plan identifies and distributes density and uses for service commercial and commercial (including retail) which is similar to the BBC retail use and future pad sites, public open space at 30% of the land area, solar garden, existing gravel mining and processing operation which would remain on Area B shown, and other governmental uses listed. Ms. Puester reviewed the chart in the staff report explaining all of the density allocation to Tract 1, including the existing density permitted by the LUD and the ability to go to a 1:4 Floor area ratios with TDRs in order to accommodate increased service commercial uses identified in the SustainableBreck Plan completed in 2011 and commercial uses. A note would be included in the Master Plan to exempt applications from Policy 3R if they came in within the 1:4 FAR. Tract 2 is shown as governmental uses which are exempt from density requirements per the Joint Upper Blue Master Plan.

Although this application is for the purpose of identifying general land uses for the property, per Policy 39/A Master Plan, potential amenities and potential public facilities are called out. The Town has planned for McCain to serve several community needs. Those needs include the following; however, they may change over time in conjunction with future needs of the community as they may arise:

1. The Town (as the applicant) plans to restore and/or enhance the Blue River (in accordance with the Town's Blue River Restoration Master Plan) along the westerly boundary of the property. The reclaimed river will be vegetated with natural landscaping and public access and trail created. The river and trail will be located within a 38-acre corridor to be designated as public open space. Timing of the river reclamation is anticipated to be scheduled per the Army Corps of Engineers project timeline, which is currently unknown and dependent on funding.
2. The Town plans for public trails through the property.
3. The Town plans to lease, a 5-10 acre parcel to Clean Energy Collective for the purpose of a 500 kilowatt community solar garden. The solar garden would be available to Town and County residents for the purchase of renewable electric energy.
4. Depending on community need, the Town may construct and operate a new water treatment facility to serve the community, may construct a water storage reservoir, if needed, may use a portion of the site for snow storage, and plan for a joint County/Town recycling facility (to replace the existing facility on County Road 450).
5. Service commercial and commercial uses at the north end of the property, consistent with uses to the north.

Staff Recommendation

This Master Plan has not presented any concerns to Staff. There will be further detailed review of the development on this property with each individual application for development. Any proposal will follow the density, uses and notes per the Master Plan and design standards per the Development Code.

Staff welcomed any comments from the Commission. Staff suggested approval of the McCain Master Plan, PC#2012095, with the presented Findings and Conditions.

*Commissioner Questions / Comments:*

Mr. Mamula: I have comments based on the Comp Plan that I will save under the comments section.

- Mr. Pringle: You don't show residential in the uses. However, there were no plans for residential in Airport Road either. I'm wondering whether or not we want to include that short of prohibiting, strongly urge that residential not be used in this area so there is more service commercial. And, can the town bestow density via TDRs that the town has in its various holdings around town to this property? I think we should take some additional assurance that there isn't any residential here. That would be my recommendation to the Council. Because the proposed uses seem to be large and industrial, maybe we should talk about adding language for increased screening and buffering to preserve views from offsite and beef up landscaping for larger structures. (Mr. Grosshuesch: We want to keep the option open to transfer Town owned density to the parcel. The property needs to follow the Town Code; we can write language into the Master Plan for residential or landscaping like we do in other Master Plans.)
- Ms. Dudney: If you can't purchase land from Alpine Rock, does that affect the Master Plan? (Ms. Puester: Yes, we would modify.) Are you thinking that it is 5 or 10 acres for the solar garden? (Ms. Puester: Right now 500 kilowatts on 5 acres are approved; there is the chance that Xcel would approve another 500 kilowatts down the road, just wanted to leave that door open if it there was a desire by the Council and community to increase the size of the garden.)
- Mr. Schroder: Is the intent to create a Master Plan to lead to some sort of development? (Ms. Puester: Yes, as uses would come in, they would be reviewed against the master plan.)

Ms. Dudney opened the hearing to public comment.

Mr. John Fullencamp, High Country Furniture: I tried to purchase this land many years ago and found out that the Town was trying to purchase the land too. I made an offer to Alta McCain but the Town condemned it instead and took over the property. We've been there 24 years and would like to thank the community. We are a manufacturer, we've built custom furniture and repairs, we've provided a valuable resource to what people need. The Town has been our landlord for 12 years and has been a great landlord. I pay them rent, they leave me alone. I had to call the Town once about dead pine beetle trees, and that was the only time I had to call. We've employed hundreds of people over the years; customers have told us that the bears are an iconic landmark. We provide a summer bike comfort station with water, tables and chairs and a retreat for bikers and hikers in Summit. We would like to clear up any misunderstanding that we want to close; rather we would like to stay as long as the community would like us to; information that we want to leave is just not true. We received a phone call on October 4th from Tom Daugherty that the Town was not renewing our lease in April. Our first quarter is always the worst time of year for the business; we are a summer business. As a result, we decided it would be in our best interest to sell our inventory at this time. We want to stay here and would manufacture aspen furniture and bears with the ability to operate that business on a year to year lease but prefer longer. Terry Perkins told me that we would be there for another 8-10 years before he retired. The events of the last 4 weeks, the overwhelming support of the citizens of Breckenridge has been amazing and I want to thank them. This has been my home for 24 years; I remember Alta McCain; she would walk into my office with a robe and slippers. She rented us that property; she wanted us to be there and the community has clearly demonstrated that they want us there. I would like to continue to sign leases with the town as long as they think that is a good idea. Sign says made in Breckenridge with pride.

Mr. Tom Vitalone, 2Vs Landscaping: We are currently leasing land from here for storage; just want to say that we've been there since 2002 and have done projects for the Town of Breckenridge. I employ 24 people; all but two live in Breckenridge. I would like to continue leasing land down there and if possible I would consider buying that land I am on now or an acre of Tract 1. I am assuming that when you say the use is a service commercial use that our business fits that. We are quiet, we have lots of pretty trees and are a great buffer for the solar garden. I think that we are a vital component to this community. If we get kicked off that property we might have to move the storage north of Silverthorne or Park County. It seems like there is plenty of room for the solar panel array and us; we contribute about \$50,000 of rent to the town annually in combination with another lease

tenant there. Please add service commercial use into that triangle on Tract 2 that I am currently on or let us move into Tract 1.

Mr. Dave Garrett: Ask for more time to review the plan than January 2<sup>nd</sup>, need more time. I expected a public Open House about the plan. I'd like you to continue it to January 2 and beyond that, is there a reason why we have to railroad this through?

Mr. Mitch Rehnquist, next to Area A, 13203 Highway 9: We have been there operating as a Bed and Breakfast and my residence which are on a well; my concerns are the possibility of gas storage or any other seepage into my well water system that could occur. Additionally, take into account lighting; there is direct impact into the bedrooms from my property north into Area A if it were to be developed into a commercial or retail zone and possibly shortening up the hours of operation.

Mr. Todd Taylor, Fairview Boulevard: Does the sign out on Highway 9 meet sign code? It shines into my house. I think that we have a piece of property that should be included in this and isn't; and for a positive note, I'm glad that this is being produced, there was nothing ever to fall back on prior so identifying uses is positive step. Like the solar garden move to the north. For most of the people in Silver Shekel the lighting is our main concern.

Mr. Derek Griner, 851 Fairview Boulevard: I look down directly at the bears, they've been great neighbors. The article in the paper said something about a gas station. Do we have any idea what the Town wants to do? Former Councils have looked at that view and said what a great view corridor to the mountains it would be when driving into town. Right now it looks like that roundabout may not happen because of lack of CDOT funding; take that into consideration.

Mr. Dell Anderson, 731 Fairview Boulevard: I'd like to see what happened to the reservoir, the open space, what happened to the original plan? Other than that, I think it should be open space and the businesses there are fine.

Mr. Arthur Alban, Silver Shekel: I have similar comments.

Mr. Chris O'Reilly

I am echoing what Mr. Pringle had to say about berming and landscaping this property. I appreciate the 150 foot setback, and I also echo Mr. Pringle's comment about pushing retail towards the core of Town as opposed to turning this into mini I-25. We put retail down here in this area, 15 years from now we are going to see retail up and down this corridor. This is a slippery slope. I would strongly go against nighttime retail in this residential area. If you've ever been to Hilton Head, it's a big place, big box stores, and a lot of places you can't even see it from the road because of great landscaping. If we start this kind of thing, it won't stop. I would like to avoid that in this Town. We always talk about darkening Breckenridge, and these kinds of things go against that.

Mr. Dell Bush: I am here to speak on behalf of High Country Furniture. I don't have a lot of detail, but sometime a few decades ago someone said to me to always do the right thing. I think to most people that putting these people out of business is not doing the right thing.

There was no further public comment, and the hearing was closed.

*Commissioner Questions / Comments:*

Mr. Mamula: Through numerous discussions over a lot of years now, we've talked about not extending retail; when Jon Brownson put the BBC in, the other two retail pads would have to be uses related to the BBC. If you look in the Comp Plan, it definitely states that we need more service commercial and Mr. Pringle is right, we blew it on Airport Road. The Comp Plan says that locations such as McCain property should be light industrial, service commercial; this is not the place for retail. If it

was just me, I would tell that to the Council. If we allow a little retail, there will soon be boutiques and restaurants. Before long we will have sprawl between Frisco and Breckenridge and you would drop people into places where it is difficult to do business. Eventually they will say they do not want to drive into town because it is too crowded. I am very dead set against any commercial retail in this area. I know we don't make the decision on the bear guy, but I think it's a great use. Our call is for what the uses contemplated will allow.

Mr. Butler: With a gas station, you also get these "welcome centers" where you have gas, then a ski rental and so on, it doesn't stop.

Ms. Christopher: I think that Mr. Mamula hit the nail on the head which was urban sprawl by introducing any retail. We have that in Breck core, why continue it? I like surrounding the BBC with industrial and service commercial. Would not want retail. I would look at Area A and B and draw a line around this triangle and if there is currently service commercial there, then the solar panels can but right up against it and lots of berming. As long as we make it clear that we grandfather in any retail that is out there already.

Mr. Schroder: Map clarification on Area B with material processing and batch plant. Do not like sprawl, if we would remove retail I'd be fine with that.

Mr. Pringle: I think that the BBC is a big retail store; I don't know how you make that distinction. (Mr. Grosshuesch: Retail is just a convenience store at this time.) I have long advocated for a West Vail Food and Deli that is absorbed into the neighborhood appearance with a post office and a little convenience store; I'm not saying that it belongs at this site but I think it could be incorporated. Maybe I'm so far out of the loop I don't know what is being talked about. Are we doing this to facilitate a gas station application? I'm not sure why we are doing this type of thing now anyway. The open space around Boulder is the only thing that separates Boulder from the rest of the world around it. I am a little bit fuzzy on Area A and B and Tract 1; it seems to be a deviation from the rest of the area; I don't have a great opposition to what is being shown here but I don't want to see a lot of density out there. Whatever does go there needs to be buffered by a high degree because those uses can be impactful. You're right; we've talked about this for 20 years.

Ms. Dudney: Landscaping and buffering needs to be suited for the use that goes there and the welcome center type retail would be awful. But it's a slippery slope; the bear store is also a retail store, and I don't have the solution.

Mr. Pringle made a motion to continue the McCain Master Plan, PC#2012095, 13221, 13217, 13215 Colorado Highway 9 to January 2, 2013. Mr. Mamula seconded, and the motion was carried unanimously (6-0).

**OTHER MATTERS:**

1. Change 1<sup>st</sup> Meeting in January of 2013 to Wednesday, January 2.

Mr. Neubecker reminded the Planning Commissioners of no second meeting in December and that the 1<sup>st</sup> meeting in January would be on Wednesday, January 2 at 7pm due to the New Year's Day holiday.

Ms. Christopher made a motion to change the date of the January 1<sup>st</sup>, 2013, meeting to January 2<sup>nd</sup>, 2013. Mr. Mamula seconded, and the motion was carried unanimously (6-0).

**ADJOURNMENT:**

The meeting was adjourned at 12:20 a.m.

---

Gretchen Dudney, Chair

**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 34 (Wedge & MBJ Parcels Initial Zoning Ordinance)

DATE: December 5, 2012 (for December 11<sup>th</sup> meeting)

---

The second reading of the ordinance establishing the initial land use designation for the Town's Wedge & MBJ Parcels is scheduled for your meeting on December 11<sup>th</sup>. There are no changes proposed to ordinance from first reading (note that the revised density language that was put into Section 2 of the ordinance at the time of first reading is also included in the second reading form of the ordinance).

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

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

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

4  
5 COUNCIL BILL NO. 34

6  
7 Series 2012

8  
9 AN ORDINANCE PLACING RECENTLY ANNEXED  
10 PROPERTY IN LAND USE DISTRICT 1  
11 (Wedge & MBJ Parcels - 34.026 acres)

12  
13 WHEREAS, the Town owns the real property described in Section 1 of this ordinance;  
14 and

15  
16 WHEREAS, by Ordinance No. 28, Series 2012, adopted August 28, 2012, the real  
17 property described in Section 1 of this ordinance was annexed into and made a part of the Town  
18 in accordance with the Municipal Annexation Act of 1965 (Part 1 of Article 12 of Title 31,  
19 C.R.S.); and

20  
21 WHEREAS, the Town is required by Section 31-12-115(2), C.R.S., to zone all newly  
22 annexed areas within ninety (90) days of the effective date of the annexation ordinance; and

23  
24 WHEREAS, the Town’s Planning Commission has recommended that the recently  
25 annexed parcel be placed within Land Use District 1; and

26  
27 WHEREAS, the Town’s Annexation Plan adopted pursuant to Section 31-12-105(1)(e),  
28 C.R.S., indicates that the property should be placed in Land Use District 1; and

29  
30 WHEREAS, to implement the Joint Upper Blue Master Plan the Town Council finds and  
31 determines that it is necessary and appropriate to place special restrictions on the density located  
32 on the real property described in Section 1 of this ordinance.

33  
34 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
35 BRECKENRIDGE, COLORADO:

36  
37 Section 1. The following described real property:

38 A TRACT OF LAND BEING PORTIONS OF THE NUGGET PLACER, U.S.  
39 MINERAL SURVEY NO. 20873, THE GROUND HOG NUMBERS 1, 2, AND  
40 3, U.S.M.S. 15733, AND THE WILDCAT NUMBERS 1, 2, 3, 4 AND 5,  
41 U.S.M.S. NO. 15733, LOCATED IN THE NORTHWEST ONE-QUARTER OF  
42 SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH

1 PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO,  
2 AND DESCRIBED AS FOLLOWS:  
3

4 BEGINNING AT A POINT ON THE 2-3 LINE OF SAID NUGGET PLACER,  
5 ALSO BEING ON THE 8-7 LINE OF THE CUCUMBER PLACER, M.S. 2630,  
6 WHENCE CORNER NO. 8 OF SAID CUCUMBER PLACER BEARS  
7 N84°36'58"W 181.01 FEET DISTANT, SAID POINT ALSO BEING ON THE  
8 EAST RIGHT-OF-WAY LINE OF SKI HILL ROAD; THENCE ALONG SAID  
9 EASTERLY RIGHT-OF-WAY LINE OF SKI HILL ROAD ACCORDING TO  
10 A LAND SURVEY PLAT DATED SEPTEMBER 23, 1998 BY DREXEL  
11 BARREL & CO. (LOREN K. SHANKS, P.L.S. NO. 28285) RECORDED AS  
12 LSP-243 IN THE COUNTY RECORDS FOR THE FOLLOWING TWENTY  
13 (20) COURSES:  
14

- 15 1.) N34°43'55"E A DISTANCE OF 50.26 FEET;
- 16 2.) 66.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A  
17 RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 29°31'26";
- 18 3.) N05°12'29"E A DISTANCE OF 305.90 FEET;
- 19 4.) 58.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A  
20 RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 47°40'31";
- 21 5.) N52°53'00"E A DISTANCE OF 206.18 FEET;
- 22 6.) 29.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A  
23 RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 24°25'05";
- 24 7.) N77°18'05"E A DISTANCE OF 196.67 FEET;
- 25 8.) 56.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A  
26 RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 45°55'41";
- 27 9.) S56°46'14"E A DISTANCE OF 137.57 FEET;
- 28 10.) 134.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A  
29 RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 59°11'05";
- 30 11.) N64°02'41"E A DISTANCE OF 4.85 FEET;
- 31 12.) 176.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A  
32 RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 63°06'25";
- 33 13.) N00°56'16"E A DISTANCE OF 299.33 FEET;
- 34 14.) 71.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A  
35 RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 136°16'40";
- 36 15.) S42°47'04"E A DISTANCE OF 334.12 FEET;
- 37 16.) 314.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A  
38 RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 180°00'00";
- 39 17.) N42°47'04"W A DISTANCE OF 277.08 FEET;
- 40 18.) 54.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A  
41 RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 155°38'17";
- 42 19.) S67°08'47"E A DISTANCE OF 89.50 FEET;
- 43 20.) 238.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A  
44 RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 105°06'08" TO A  
45 POINT BEING THE SOUTHWEST CORNER OF THE ZEPPELIN

1 SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 361076 IN  
2 THE COUNTY RECORDS;

3  
4 THENCE ALONG THE SOUTH LINE OF SAID ZEPPELIN SUBDIVISION  
5 S60°42'35``E A DISTANCE OF 662.72 FEET TO THE SOUTHEAST  
6 CORNER; THENCE S64°32'38``E A DISTANCE OF 24.56 FEET TO A POINT  
7 ON THE 5-4 LINE OF THE SNIDER MILL SITE, M.S. 3537-B; THENCE  
8 S29°12'00``W, ALONG THE 2-3 LINE OF SAID GROUND HOG NO. 1, A  
9 DISTANCE OF 254.61 FEET; THENCE S45°17'00``W A DISTANCE OF  
10 180.11 FEET; THENCE S41°21'55``E A DISTANCE OF 11.82 FEET; THENCE  
11 S45°33'10``E A DISTANCE OF 39.91 FEET TO A POINT ON SAID 2-3 LINE  
12 OF GROUND HOG NO. 1, ALSO BEING THE NORTHWEST CORNER OF  
13 TRACT R, SHOCK HILL SUBDIVISION, ACCORDING TO THE PLAT  
14 RECORDED AT RECEPTION NUMBER 598532 IN THE COUNTY  
15 RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT R FOR  
16 THE FOLLOWING TWO (2) COURSES:

- 17  
18 1.) S29°15'17``W A DISTANCE OF 488.91 FEET;  
19 2.) S10°52'26``E A DISTANCE OF 207.19 FEET TO THE SOUTHWEST  
20 CORNER, ALSO BEING A POINT ON SAID 2-3 LINE OF THE NUGGET  
21 PLACER, AND ALSO THE NORTH LINE OF TRACT A (PUBLIC OPEN  
22 SPACE), PEAKS 7 & 8 PERIMETER SUBDIVISION, ACCORDING TO THE  
23 PLAT RECORDED AT RECEPTION NUMBER 730218 IN THE COUNTY  
24 RECORDS;

25  
26 THENCE N84°36'58``W ALONG SAID LINE A DISTANCE OF 1,599.04  
27 FEET TO THE POINT OF BEGINNING, CONTAINING 34.026 ACRES,  
28 MORE OR LESS.

29  
30 is placed in Breckenridge Land Use District 1. The Town staff is directed to change the Town's  
31 Land Use District Map to indicate that the abovedescribed property has been annexed and placed  
32 within Land Use District 1.

33  
34 Section 2. Under the Town's Land Use Guidelines, placement of the real property  
35 described in Section 1 of this ordinance in Land Use District 1 would normally require that 3.4  
36 SFEs of density be placed upon such property. However, there was only 1 SFE of density on  
37 such property prior to annexation, and to comply with the Joint Upper Blue Master Plan the  
38 Town Council finds and determines that only 1 SFE of density should be placed on the real  
39 property after annexation, and that such 1 SFE should immediately be transferred to the Town's  
40 density bank. Accordingly, 1 SFE of density is placed on the real property described in Section  
41 1 of this ordinance, and the additional 2.4 SFEs of density that would normally have been placed  
42 upon such property by virtue of being placed in LUD 1 is extinguished. Further, the 1 SFE that  
43 has been placed upon such property is transferred to the Town's density bank for such future use  
44 as the Town Council may determine, with the result being that there is no density associated with  
45 such property.





**MEMO**

**TO: Breckenridge Town Council**

**FROM: Laurie Best**

**RE: Land Use Districts for Recently Annexed Property (Claimjumper Parcels)**

**DATE: Dec 5, 2012 (for Dec 11th meeting)**

---

The Town recently acquired and annexed the Claimjumper Parcels which are located off Airport Road to the north and west of Pinewood Village Apartments. According to Colorado Statute (Section 31-12-115 (2)) the Town is required to formally zone the Parcels by placing them in a Land Use District by January 14, 2013, which is 90 days after annexation. The bulk of the property is steep and appropriate for open space to provide visual backdrop, to preserve wetlands and habitat, and to provide trail use. The Claimjumper Parcels also include approximately 8 acres that is immediately adjacent to Airport Road, which is level and more suitable for development. The Town's existing annexation map recommends Land Use District 1 for the steeper portion of the property and Land Use District 9.2 for the 8 acres along Airport Road. It should be noted that the 8 acres of Land Use District 9.2 includes four acres between Pinewood Village Apartments and Claimjumper Condominiums, as well as four acres north of Claimjumper Condominiums. A map is attached.

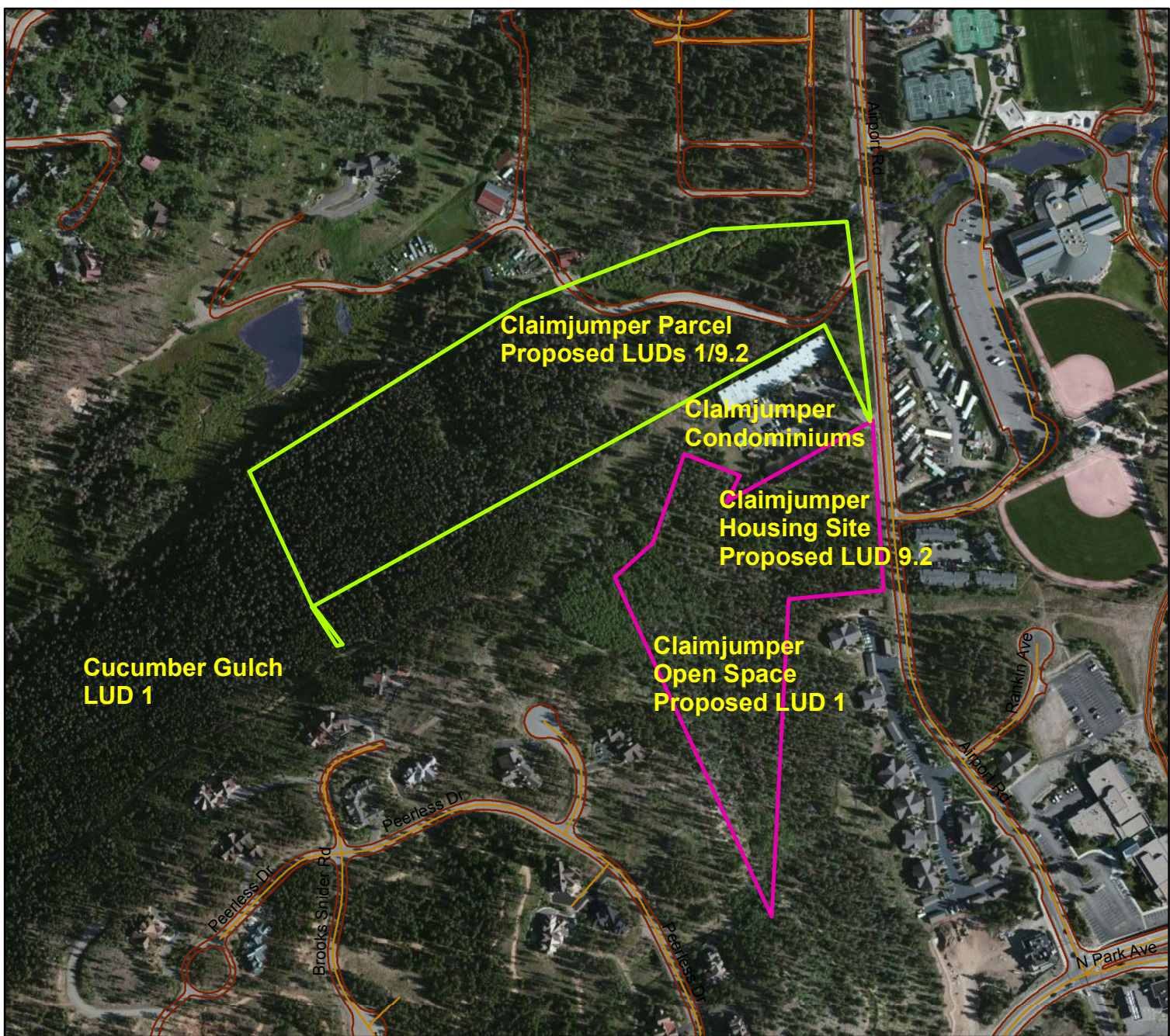
An Ordinance has been drafted to place the Claimjumper Parcels in Land Use District 1 and Land Use District 9.2 in accordance with the Town's annexation map. Land Use District 1 provides the most protection of the sensitive portions of the property and Land Use District 9.2 allows for residential development at ten units per acre. The Ordinance was presented to the Planning Commission on December 4<sup>th</sup> and the Planning Commission agreed that Land Use Districts 1 and 9.2 were appropriate. The Ordinance is now presented to the Council for adoption with first reading on December 11<sup>th</sup> and a second reading on January 8<sup>th</sup>.

It should also be noted that Corum Real Estate Group is aware of this Land Use District recommendation. They are in process of modifying their plans for a second phase of Pinewood Village and have indicated that they expect to comply with the requirements of the Town Code. At this time we have not seen a revised site plan, but staff expects that they may be seeking approval to use all of the Land Use District 9.2 density (8 acres @ 10 UPA) on their preferred building site, which is approximately four acres between Pinewood Village and Claimjumper Condominiums. The Town does have authority to allow that transfer but we cannot evaluate or consider that request until the site plan is submitted and evaluated for a fit test.

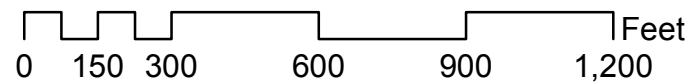
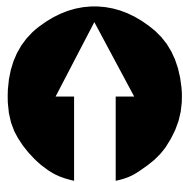
It should also be noted that all of the recently annexed property was zoned NR-2 (Natural Resource) in the County prior to annexation and there was no density allocated to the property under that zoning. The policies of the Joint Upper Blue Master Plan (1996/2011) discourage any upzonings, even those associated with an annexation. The goal of that plan was to cap development at the level permitted by the zoning in place in 1996, and to only allow additional development (upzonings) if the density already existed in the Upper Blue Basin (ie: Transfer of Development Rights (TDR)). Some uses, such as affordable housing, community facilities, and institutional are exempt or have specific TDR requirements. Since the property had no density under the County NR-2, when the Town places these

Parcels in Land Use Districts 1 and 9.2, that constitutes an upzoning. To satisfy the upzoning concern, a clause has been included in the zoning Ordinance to clarify that while the property is being placed into Land Use Districts 1 and 9.2 in order to define the permissible uses and development intensity, there is no density allocated to the property. Any development would require a transfer of density to the site. If the affordable housing development that is being contemplated comes to fruition, the Town will be required to transfer density at a ratio of one unit transferred for each four units developed on the site pursuant to the policies of the updated Joint Upper Blue Master Plan.

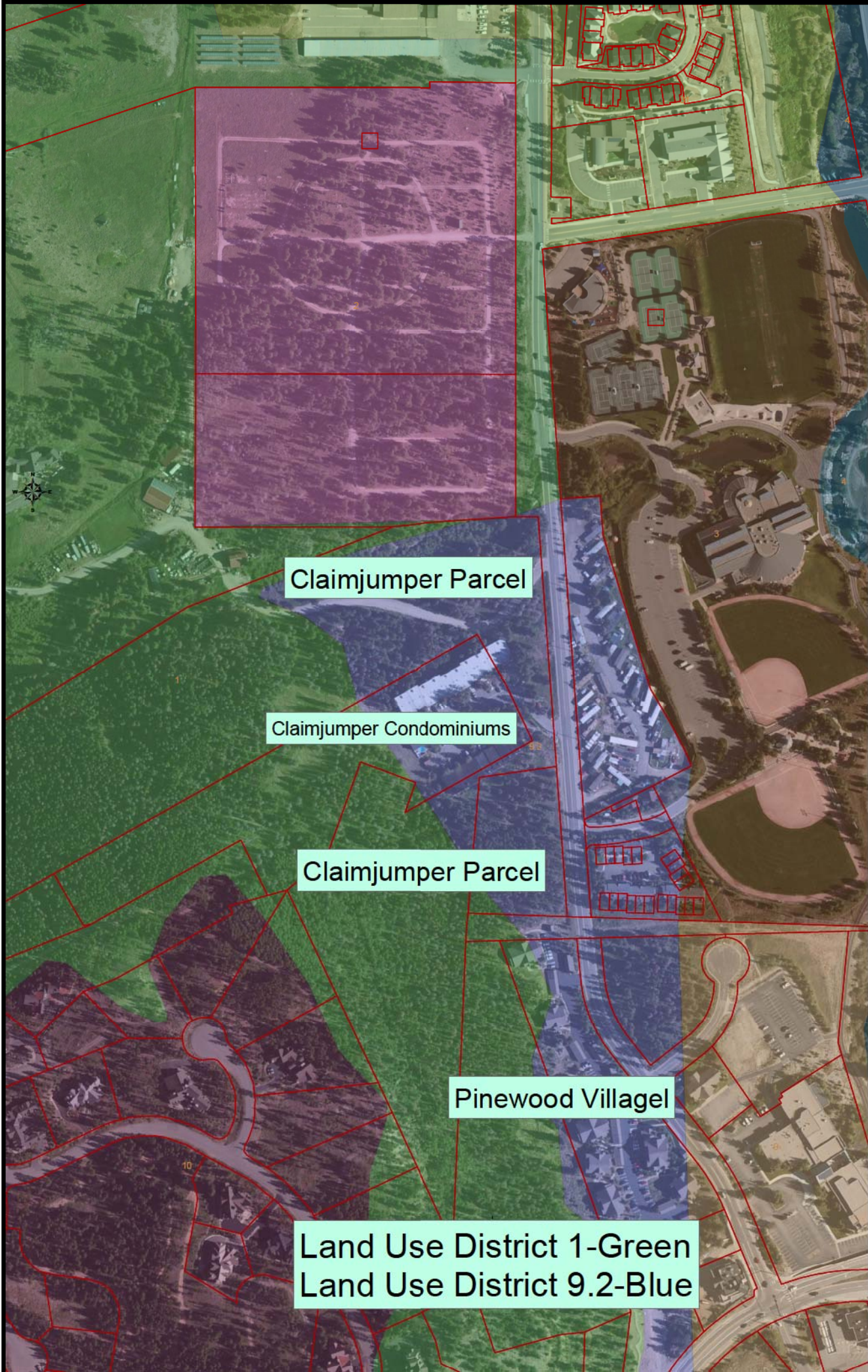
**Recommendation:** Staff is recommending that the Town Council approve the Ordinance as drafted on first reading on December 11, 2012. We will be available at the meeting on December 11<sup>th</sup> to review this recommendation.



# Claimjumper Parcels-Zoning







Claimjumper Parcel

Claimjumper Condominiums

Claimjumper Parcel

Pinewood Villagel

Land Use District 1-Green  
Land Use District 9.2-Blue

1 ***First Reading-December 11, 2012***

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

4  
5 Series 2012

6  
7 AN ORDINANCE PLACING RECENTLY ANNEXED  
8 PROPERTY IN LAND USE DISTRICT 1 AND  
9 LAND USE DISTRICT 9<sub>2</sub>  
10 (Claimjumper Parcels - 25.633 acres)

11  
12 WHEREAS, the Town owns the real property described in Section 1 of this ordinance;  
13 and

14  
15 WHEREAS, by Ordinance No. 31, Series 2012, adopted September 11, 2012, the real  
16 property described in Section 1 of this ordinance was annexed into and made a part of the Town  
17 in accordance with the Municipal Annexation Act of 1965 (Part 1 of Article 12 of Title 31,  
18 C.R.S.); and

19  
20 WHEREAS, the Town is required by Section 31-12-115(2), C.R.S., to zone all newly  
21 annexed areas within ninety (90) days after the effective date of the annexation ordinance; and

22  
23 WHEREAS, the Town's Planning Commission has recommended that the recently  
24 annexed parcel be placed within Land Use District 1 and Land Use District 9<sub>2</sub>; and

25  
26 WHEREAS, the Town's Annexation Plan adopted pursuant to Section 31-12-105(1)(e),  
27 C.R.S., indicates that the property should be placed in Land Use District 1 and Land Use District  
28 9<sub>2</sub>; and

29  
30 WHEREAS, to implement the Joint Upper Blue Master Plan the Town Council finds and  
31 determines that it is necessary and appropriate to place special restrictions on the density located  
32 on the real property described in Section 1 of this ordinance.

33  
34 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
35 BRECKENRIDGE, COLORADO:

36  
37 Section 1. The following described real property:

38  
39 PARCEL 1

40  
41 A TRACT OF LAND LOCATED IN THE NW ¼ OF SECTION 31 AND THE SW ¼ OF  
42 SECTION 30, TOWNSHIP 6 SOUTH , RANGE 77 WEST, AND ALSO THE NE ¼ OF  
43 SECTION 36 AND THE SE ¼ OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 78  
44 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF  
45 COLORADO, AND DESCRIBED AS FOLLOWS:



1  
2 BEGINNING AT CORNER NO. 3 OF THE RANKIN PLACER, M.S. 1364, ALSO BEING  
3 THE NORTHWEST CORNER OF LOT 5, BLOCK 1, THE AMENDED PLAT OF  
4 PARKWAY CENTER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 30  
5 BEARS S84°40'24"W 147.75 FEET DISTANT; THENCE S08°41'14"W A DISTANCE OF  
6 765.37 FEET TO A POINT ON THE EAST LINE OF SHOCK HILL SUBDIVISION, AS  
7 RECORDED UNDER RECEPTION NUMBER 598532 IN THE COUNTY RECORDS;  
8 THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID SHOCK  
9 HILL SUBDIVISION FOR THE FOLLOWING THREE (3) COURSES:

- 10  
11 1.) N24°56'32"W A DISTANCE OF 445.17 FEET;  
12 2.) N25°15'06"W A DISTANCE OF 473.96 FEET;  
13 3.) S74°46'54"W A DISTANCE OF 69.14 FEET TO A POINT BEING AN ANGLE  
14 POINT ON THE SOUTH LINE OF LOT 42, SHOCK HILL SUBDIVISION,  
15 FILING NO. 2, AS RECORDED AT RECEPTION NUMBER 647222;

16 THENCE N60°39'41"E A DISTANCE OF 17.55 FEET TO THE SOUTHEAST CORNER  
17 OF SAID LOT 42; THENCE ALONG THE SOUTHERLY LINE OF THE CLAIMJUMPER  
18 CONDOMINIUM, ACCORDING TO THE PLAT RECORDED AT RECEPTION  
19 NUMBER 159519 IN THE COUNTY RECORDS FOR THE FOLLOWING SIX (6)  
20 COURSES:

- 21  
22 1.) N61°08'28"E ALONG THE 3-2 LINE OF THE DORA L. LODE, M.S. 16068, A  
23 DISTANCE OF 226.15 FEET TO A POINT ON THE 2-3 LINE OF THE  
24 GERMANIA LODE, M.S. 12372;  
25 2.) N19°38'26"E ALONG SAID 2-3 LINE A DISTANCE OF 253.80 FEET TO  
26 CORNER NO. 2;  
27 3.) S69°45'18"E A DISTANCE OF 146.31 FEET TO CORNER NO. 1;  
28 4.) S18°55'14"W ALONG THE 1-4 LINE OF SAID GERMANIA LODE A DISTANCE  
29 OF 81.70 FEET TO A POINT ON SAID 2-3 LINE OF THE DORA L. LODE;  
30 5.) N67°42'46"E A DISTANCE OF 3.46 FEET TO A POINT ON THE LINE  
31 BETWEEN SAID SECTIONS 25 AND 30;  
32 6.) N60°56'12"E ALONG SAID 2-3 LINE OF THE DORA L. LODE A DISTANCE OF  
33 362.13 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE FOR  
34 AIRPORT ROAD;

35 THENCE S04°32'41"E ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 428.50  
36 FEET; THENCE S79°10'09"W A DISTANCE OF 194.36 FEET TO THE POINT OF  
37 BEGINNING, CONTAINING 391,119 SQUARE FEET OR 8.979 ACRES MORE OR  
38 LESS.

39  
40 PARCEL 2

41  
42 A TRACT OF LAND LOCATED IN THE SW ¼ OF SECTION 30, TOWNSHIP 6 SOUTH,

1 RANGE 77 WEST, AND IN THE SOUTH ½ OF SECTION 25, TOWNSHIP 6 SOUTH,  
2 RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT,  
3 STATE OF COLORADO, AND DESCRIBED AS FOLLOWS:  
4

5 BEGINNING AT CORNER NO. 6 OF THE MASONIC PLACER, M.S. 9616, A  
6 STANDARD B.L.M. BRASS CAP, WHENCE THE SOUTHWEST CORNER OF SAID  
7 SECTION 30 BEARS S10°49'38"W 1,066.72 FEET DISTANT; THENCE N89°34'21"E A  
8 DISTANCE OF 58.31 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE FOR  
9 AIRPORT ROAD; THENCE S04°32'41"E ALONG SAID RIGHT-OF-WAY LINE A  
10 DISTANCE OF 559.94 FEET TO A POINT ON THE 1-2 LINE OF THE DORA L. LODE,  
11 M.S. 16068; THENCE N24°59'52"W A DISTANCE OF 140.00 FEET TO CORNER NO. 1  
12 OF THE IRON MASK LODE, M.S. 16068; THENCE N29°08'37"W A DISTANCE OF  
13 150.16 FEET TO CORNER NO. 2 OF SAID IRON MASK LODE; THENCE ALONG THE  
14 NORTH LINE OF THE CLAIMJUMPER CONDOMINIUM, ACCORDING TO THE PLAT  
15 RECORDED AT RECEPTION NUMBER 159519 IN THE COUNTY RECORDS FOR THE  
16 FOLLOWING FIVE (5) COURSES:  
17

- 18 1.) S61°01'57"W A DISTANCE OF 175.95 FEET;
  - 19 2.) S19°07'01"E A DISTANCE OF 1.79 FEET;
  - 20 3.) S72°35'13"W A DISTANCE OF 8.90 FEET;
  - 21 4.) S60°55'29"W A DISTANCE OF 38.42 FEET;
  - 22 5.) S60°39'11"W A DISTANCE OF 1,002.35 FEET;
- 23

24 THENCE S58°23'15"W ALONG THE 2-3 LINE OF SAID IRON MASK LODE A  
25 DISTANCE OF 270.16 FEET TO CORNER NO. 3, OF SAID IRON MASK LODE;  
26 THENCE S29°25'20"E ALONG THE 3-4 LINE OF SAID IRON MASK LODE A  
27 DISTANCE OF 107.97 FEET TO A POINT ON THE NORTH LINE OF SHOCK HILL  
28 SUBDIVISION, FILING NO. 2; THENCE S68°03'02"W ALONG SAID LINE A  
29 DISTANCE OF 13.94 FEET TO A POINT ON THE 5-6 LINE OF THE HAROLD  
30 PLACER, M.S. 7924; THENCE ALONG THE BOUNDARY OF SAID HAROLD PLACER  
31 FOR THE FOLLOWING THREE (3) COURSES:  
32

- 33 1.) N25°43'45"W A DISTANCE OF 526.95 FEET TO CORNER NO. 6;
  - 34 2.) N55°10'32"E A DISTANCE OF 837.87 FEET TO CORNER NO. 7;
  - 35 3.) N71°19'18"E A DISTANCE OF 548.68 FEET TO CORNER NO. 8;
- 36

37 THENCE CONTINUING ALONG THE 7-8 LINE OF THE HAROLD PLACER  
38 EXTENDED N71°19'18"E A DISTANCE OF 28.28 FEET TO A POINT ON THE 6-7 LINE  
39 OF SAID MASONIC PLACER; THENCE N89°35'17"E ALONG SAID 6-7 LINE A  
40 DISTANCE OF 70.43 FEET TO A POINT ON THE SECTION LINE BETWEEN SAID  
41 SECTIONS 25 AND 30; THENCE N89°34'21"E CONTINUING ALONG SAID 6-7 LINE  
42 A DISTANCE OF 212.66 FEET TO THE POINT OF BEGINNING; CONTAINING 725,437  
43 SQUARE FEET OR 16.654 ACRES MORE OR LESS.  
44  
45



1 is placed in Breckenridge Land Use District 1 and Land Use District 9<sub>2</sub>. The Town staff is  
2 directed to change the Town’s Land Use District Map to indicate that the abovedescribed  
3 property has been annexed and placed within Land Use District 1 and Land Use District 9<sub>2</sub>.  
4

5 Section 2. The general boundaries of Land Use District 1 and Land Use District 9<sub>2</sub> within  
6 the real property described in Section 1 of this ordinance are shown on **Exhibit “A”**, which is  
7 attached to and incorporated into this ordinance. The exact boundaries Land Use District 1 and  
8 Land Use District 9<sub>2</sub> within the real property described in Section 1 of this ordinance shall be  
9 determined by the Town in connection with a site specific development permit application to  
10 develop such real property, or in connection with a public improvement project to be undertaken  
11 by the Town as described in Section 9-1-27 of the Breckenridge Town Code.

12 Section 3. All or a portion of the density on the real property described in Section 1 of  
13 this ordinance may be transferred between the two annexation parcels described in Section 1 in  
14 accordance with Section 9-1-17-12(A) of the Breckenridge Town Code.

15 Section 4. Unless a developer brings additional density to the property, the density on the  
16 real property described in Section 1 of this ordinance may only be used for those uses  
17 specifically described in Goal B – Policy/Action 1 of the Joint Upper Blue Master Plan as  
18 adopted by the Town, which uses include as of the date of the adoption of this ordinance  
19 community facilities, institutional uses, and affordable workforce housing. The Town Council  
20 finds and determines that the density restrictions imposed by this Section 4 comply with and  
21 implement the Joint Upper Blue Master Plan as adopted by the Town.

22 Section 5. The Town Council finds, determines, and declares that this ordinance is  
23 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
24 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
25 thereof.

26 Section 6. The Town Council finds, determines, and declares that it has the power to  
27 adopt this ordinance pursuant to: (i) Section 31-12-115(2), C.R.S.; (ii) the Local Government  
28 Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.; (iii) Part 3 of Article 23 of Title  
29 31, C.R.S. (concerning municipal zoning powers); (iv) Section 31-15-103, C.R.S. (concerning  
30 municipal police powers); (v) Section 31-15-401, C.R.S.(concerning municipal police powers);  
31 (vi) the authority granted to home rule municipalities by Article XX of the Colorado  
32 Constitution; and (vii) the powers contained in the Breckenridge Town Charter.

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

35 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
36 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2012. A Public Hearing shall be held at the  
37 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
38 \_\_\_\_\_, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
39 Town.  
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TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

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

ATTEST:

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

November 28, 2012

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

**RE: Proposed 2013 Legal Services Agreements**

Dear Mayor Warner and Councilmembers:

It is time for the Council to consider my agreement for fiscal 2013. Enclosed is a proposed agreement. It is identical in substance to the contracts that you approved last year. I look forward to continuing my relationship with the Town.

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

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

Very truly yours,

Timothy H. Berry

THB

RESOLUTION No. 27

SERIES 2012

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR LEGAL SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2013

WHEREAS, the Town of Breckenridge desires to enter into a Town Attorney Agreement with Timothy H. Berry, P.C. 2013;

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

Section 1. The Town Attorney Agreement with Timothy H. Berry, P.C. for 2013, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, is hereby approved by the Town Council.

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

RESOLUTION ADOPTED AND APPROVED this 11<sup>th</sup> day of December, 2013.

ATTEST:

TOWN OF BRECKENRIDGE

\_\_\_\_\_  
Linda A. Coxen, Town Clerk

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

APPROVED IN FORM

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

\_\_\_\_\_  
Date

## TOWN ATTORNEY AGREEMENT

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

### WITNESSETH:

1. The Town does hereby employ and retain the Attorneys as Town Attorney for the period commencing January 1, 2013 and ending December 31, 2013. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Town Attorney in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
  - A. Act as legal advisor to, and be the attorney and counsel for, the Town Council.
  - B. Advise any Town officer, department head or staff member in matters relating to his or her duties. To facilitate the performance of this duty, Timothy H. Berry, President of Attorneys, shall be available in the Town Hall offices from 9:00 a.m. to 4:30 p.m. each Tuesday, except on those Tuesdays when Timothy H. Berry is to attend a Town Council or Planning Commission meeting, in which event he shall be available until the conclusion of such meeting.
  - C. Prepare and review ordinances, contracts and other written instruments when requested by the Town Council, municipal officials or staff members and promptly give its opinion as to the legal consequences thereof.
  - D. Call to the attention of the Town Council, municipal officials and staff members all matters of law, and changes and developments therein, which affect the Town.
  - E. Have Timothy H. Berry attend all regular and special meetings of the Town Council.
  - F. Have Timothy H. Berry attend regular and special Town Planning Commission meetings when requested to do so by the Town staff or the Planning Commission.
  - G. Have Timothy H. Berry attend meetings of the Breckenridge Open Space Advisory Commission when requested to do so by the Town staff or the Open Space Advisory Commission.
  - H. Have Timothy H. Berry attend meetings of the Town’s Liquor Licensing Authority when requested to do so by the Town staff or the Liquor Licensing Authority.

2013 TOWN ATTORNEY AGREEMENT

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

2013 TOWN ATTORNEY AGREEMENT

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

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

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

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

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

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

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

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

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

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

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

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

ATTEST:

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



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

By: \_\_\_\_\_  
Timothy H. Berry, President

December 5, 2012

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

**RE: Proposed 2013 Municipal Court Prosecutor**

Dear Mayor Warner and Councilmembers:

It is time for the Council to consider the municipal court prosecution agreement for fiscal 2013. Enclosed is a proposed agreement. Our law firm looks forward to continuing our relationship with the Town.

We will be happy to discuss the proposed agreement with you on Tuesday.

Very truly yours,

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

LC

RESOLUTION No. 28

SERIES 2012

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH SPIERER, WOODWARD, CORBALIS & GOLDBERG FOR 2013

WHEREAS, the Town of Breckenridge desires to enter into a Municipal Court Prosecutor agreement with SPIERER, WOODWARD, CORBALIS & GOLDBERG for 2013;

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

Section 1. The Municipal Court Prosecutor agreement for 2013, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, is hereby approved by the Town Council.

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

RESOLUTION ADOPTED AND APPROVED this 11<sup>th</sup> day of December, 2012.

ATTEST:

TOWN OF BRECKENRIDGE

\_\_\_\_\_  
Linda A. Coxen, Town Clerk

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

APPROVED IN FORM

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

\_\_\_\_\_  
Date

MUNICIPAL COURT PROSECUTOR AGREEMENT

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

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys to act as the prosecutor in the Town's Municipal Court ("Prosecutor") for the period commencing January 1, 2013 and ending December 31, 2013. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Prosecutor in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
  - A. Prosecute all matters brought in the Town's Municipal Court ("Municipal Court"), including having Seth Murphy, or another competent prosecuting attorney, appear on behalf of the Town in each session of the Municipal Court, which sessions are generally scheduled on the second and fourth Wednesday of each month, with additional sessions scheduled as required by the Municipal Court's schedule.
  - B. Unless otherwise requested by the Town, represent the Town in any appeals of Municipal Court matters.
  - C. Advise any Town officer, department head or staff member in matters relating to Municipal Court.
  - D. Have Seth Murphy attend Town Council or other Town meetings when requested to do so by the Town Council or Town staff.
4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$105.00 per hour for each hour expended by Seth Murphy on matters related to the Municipal Court. Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with Municipal Court matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office, and in the event any of those expense are chargeable to any defendant, defense attorney, or other third party under the Colorado Municipal Court Rules of Procedure or through common custom, the Attorneys agree to charge such amount to such third party, rather than seeking reimbursement for such items from the Town. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorneys for such services, and the Town shall provide the Attorneys with a portable laptop computer and remote access to court software

(Justware). The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the Town on or before the fifth day of each month and shall be paid by the Town not later than the 15th day of each month.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

TOWN OF BRECKENRIDGE

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

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

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

\_\_\_\_\_  
By: Seth Murphy, Attorney

## Memorandum

**TO:** TOWN COUNCIL  
**FROM:** Dale Stein, Assistant Town Engineer  
**DATE:** December 5, 2012  
**RE:** Public Projects Update

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### **Arts District- Architectural Building Design**

Proposals will be received for architectural services on December 7. Staff plans to have an architect under contract in January to begin the design of the remaining Art's District buildings upon Master plan approval. The building design includes historic renovations of the Robert Whyte House, Mikolitis Barn, Burro Barn, the little Red Shed, and a possible addition to the Breckenridge Theater. New buildings include a ceramics studio, dance studio with catering kitchen, and a flexible use studio.

Work also continues on the Civil Site Master Plan. The plan will establish utility locations, grading, landscaping, parking lot and open space design, and walkways for the campus. Staff plans to bring the updated Master Plan to Planning Commission as a work session the first meeting in January, with a combined hearing to follow. The plan will be brought to the Council after Planning Commission approval.

### **Riverwalk Center & Tiger Dredge Master Plan**

Our consultant team continues to work on financial, programming, and operational models for the Riverwalk Center and Arts District. Staff plans to present this work along with refinements to the site plan options at a January work session.

### **Four O'clock Roundabout**

Project update is under separate cover.

### **Harris Street Community Building**

Schematic Design of the building was recently completed by Anderson Hall and distributed for comment to Town and Summit County library staff. Final comments were received on December 5<sup>th</sup> and will be incorporated into the Design Development phase of the project, which will begin immediately.

An RFP for a General Contractor has been advertised, with selection expected in early January.



**MEMO**

**TO:** Mayor & Town Council  
**FROM:** Tim Gagen, Town Manager  
**DATE:** December 5, 2012  
**SUBJECT:** Committee Reports for 12-11-2012 Council Packet

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

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<b>I-70 Coalition Meeting</b>	<b>November 30, 2012</b>	<b>Tim Gagen</b>
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- The Coalition Board of Directors met with CDOT Director Hunt last week. Highlights include: Coalition has received funding from CDOT for next 3 years to continue their TDM activities. The proposed change in regions has not been decided as Summit County has requested that they stay in Region 1, the Coalition took no position. Director Hunt is close to hiring an ops program manager which will provide additional focus on I-70 operations, CDOT has taken no position on possible legislation to increase penalties for passenger cars that have poor tires traction in the mountains. The Twin Tunnels project is ramping up their community communication of possible impacts knowing that the project will start in earnest early spring, and the Coalition and CDOT agreed to focus efforts on educating the newly elected State legislators on the issues related to I-70.

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<b>Committees</b>	<b>Representative</b>	<b>Report Status</b>
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	No Meeting/Report
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	Included
Mayors, Managers & Commissions Meeting	Mayor Warner	Verbal Report
Summit Leadership Forum	Tim Gagen	No Meeting/Report
Liquor Licensing Authority*	Linda Coxen	No Meeting/Report
Wildfire Council	Matt Thompson	No Meeting/Report
Public Art Commission*	Jenn Cram	No Meeting/Report
Summit Stage Advisory Board*	James Phelps	No Meeting/Report
Police Advisory Committee	Chief Haynes	No Meeting/Report
Housing/Childcare Committee	Laurie Best	Verbal Report
CMC Advisory Committee	Tim Gagen	No Meeting/Report

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

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

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**FINANCIAL MEMORANDUM**

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**TO:** TIM GAGEN, TOWN MANAGER; RICK HOLMAN, ASSISTANT TOWN MANAGER  
**FROM:** FINANCE AND MUNICIPAL SERVICES DIVISION  
**SUBJECT:** OCTOBER NET TAXABLE SALES & NOVEMBER RETT REPORTING  
**DATE:** 12/4/2012

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

**New Items of Note:**

**Net Taxable Sales**

- October net taxable sales are currently ahead of 2011 by 9.6%. However, we fell behind 2007 for monthly sales.
- YTD, we are still ahead of 2011 by 9.5% overall.
- Retail, Restaurant/Bars, and Grocery had the highest dollar volume October since we started tracking.
- Retail and Lodging fared better than average, as compared to prior year.

**Real Estate Transfer Tax**

- Revenue for the month of November surpassed prior year by 73.4% (yet, still below 2007 by 15.7%), and we reached 170.9% of monthly budget.
- YTD collections are still behind PY – currently by 6.4%. However, this is in line with our budget prediction; we are ahead of YTD budget – at 115.7% as well as the annual budget (103.8%).
- We continue to exceed the prior year monthly churn. Additionally, we are ahead of 2011 year-to-date churn.
- Vacant Land has tracked quite well for most of 2012.
- Single Family homes continue to account for the majority of the sales.

**Continuing Items of Note:**

- Net Taxable Sales are reported in the first Council meeting following the due date of the tax remittance to the Town of Breckenridge. Taxes collected from the customer by the vendor are remitted to the Town on the 20<sup>th</sup> of the following month.

- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are include on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- 2012 Real Estate Transfer Tax budget is based upon the monthly distribution for 2007. The reasoning is that we should compare to a year with a “normal distribution.”

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

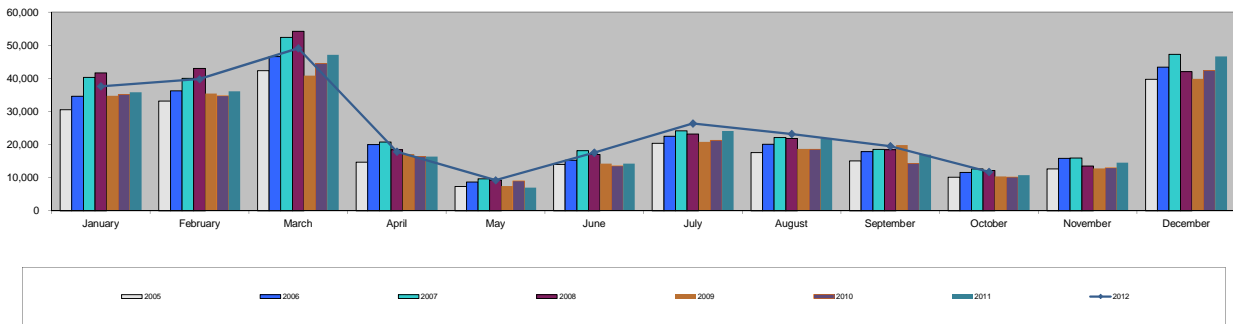
(in Thousands of Dollars)

**Total - All Categories\***

\* excluding Undefined and Utilities categories

	Actual 2005	YTD 2005	Actual 2006	YTD 2006	Actual 2007	YTD 2007	Actual 2008	YTD 2008	Actual 2009	YTD 2009	Actual 2010	YTD 2010	Actual 2011	YTD 2011	Actual 2012	YTD 2012	Monthly 11-12	YTD % Change 11-12	
January	30,549	30,549	34,589	34,589	40,283	40,283	41,665	41,665	34,783	34,783	35,105	35,105	35,805	35,805	37,642	37,642	5.1%	5.1%	
February	33,171	63,720	36,236	70,825	40,034	80,317	43,052	84,717	35,453	70,236	34,791	69,896	36,128	71,933	39,799	77,441	10.2%	7.7%	
March	42,370	106,090	46,603	117,428	52,390	132,707	54,237	138,954	40,810	111,046	44,485	114,381	47,101	119,034	49,134	126,575	4.3%	6.3%	
April	14,635	120,725	19,963	137,391	20,758	153,465	18,483	157,437	17,171	128,217	16,346	130,727	16,371	135,405	17,870	144,445	9.2%	6.7%	
May	7,355	128,080	8,661	146,052	9,629	163,094	9,251	166,688	7,475	135,692	8,999	139,726	6,976	142,381	9,248	153,693	32.6%	7.9%	
June	14,043	142,123	15,209	161,261	18,166	181,260	16,988	183,676	14,286	149,978	13,557	153,283	14,235	156,616	17,578	171,271	23.5%	9.4%	
July	20,366	162,489	22,498	183,759	24,168	205,428	23,160	206,836	20,788	170,766	21,346	174,629	24,134	180,750	26,385	197,656	9.3%	9.4%	
August	17,625	180,114	20,071	203,830	22,125	227,553	21,845	228,681	18,656	189,422	18,603	193,232	21,878	202,628	23,232	220,888	6.2%	9.0%	
September	15,020	195,134	17,912	221,742	18,560	246,113	18,481	247,162	19,806	209,228	14,320	207,552	16,969	219,597	19,538	240,426	15.1%	9.5%	
October	10,170	205,304	11,544	233,286	12,687	258,800	12,120	259,282	10,410	219,638	10,226	217,778	10,740	230,337	11,769	252,195	9.6%	9.5%	
November	12,647	217,951	15,877	249,163	15,943	274,743	13,483	272,765	12,809	232,447	12,985	230,763	14,549	244,886	0	252,195	n/a	n/a	
December	39,687	257,638	43,431	292,594	47,258	322,001	42,076	314,841	39,859	272,306	42,343	273,106	46,651	291,537	0	252,195	n/a	n/a	
<b>Totals</b>	<b>257,638</b>		<b>292,594</b>		<b>322,001</b>		<b>314,841</b>		<b>272,306</b>		<b>273,106</b>		<b>291,537</b>		<b>252,195</b>				

2012 Monthly Sales Tax Activity (in thousands of dollars)



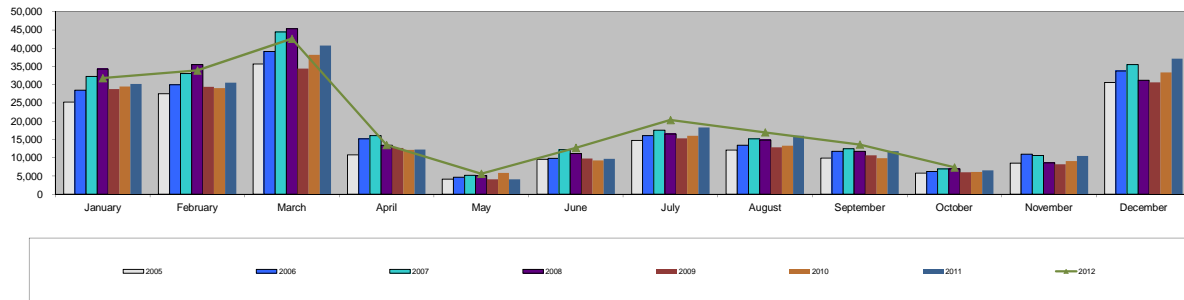
**TOWN OF BRECKENRIDGE  
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Retail-Restaurant-Lodging Summary**

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD % Change 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	25,240	25,240	28,528	28,528	32,258	32,258	34,290	34,290	28,802	28,802	29,538	29,538	30,174	30,174	31,808	31,808	5.4%	5.4%
February	27,553	52,793	29,972	58,500	33,039	65,297	35,511	69,801	29,401	58,203	29,090	58,628	30,504	60,678	33,927	65,735	11.2%	8.3%
March	35,705	88,498	39,051	97,551	44,390	109,687	45,338	115,139	34,428	92,631	38,136	96,764	40,676	101,354	42,611	108,346	4.8%	6.9%
April	10,773	99,271	15,134	112,685	16,025	125,712	13,410	128,549	12,653	105,284	12,154	108,918	12,281	113,635	13,522	121,868	10.1%	7.2%
May	4,179	103,450	4,647	117,332	5,146	130,858	5,111	133,660	4,125	109,409	5,836	114,754	4,082	117,717	5,660	127,528	38.7%	8.3%
June	9,568	113,018	9,789	127,121	12,225	143,083	11,112	144,772	9,829	119,238	9,302	124,056	9,713	127,430	12,748	140,276	31.2%	10.1%
July	14,766	127,784	16,038	143,159	17,499	160,582	16,446	161,218	15,305	134,543	15,993	140,049	18,296	145,726	20,373	160,649	11.4%	10.2%
August	12,122	139,906	13,446	156,605	15,167	175,749	14,815	176,033	12,859	147,402	13,261	153,310	16,010	161,736	16,970	177,619	6.0%	9.8%
September	9,897	149,803	11,761	168,366	12,418	188,167	11,794	187,827	10,705	158,107	9,894	163,204	11,834	173,570	13,640	191,259	15.3%	10.2%
October	5,824	155,627	6,248	174,614	6,934	195,101	6,977	194,804	5,986	164,093	6,143	169,347	6,517	180,087	7,361	198,620	13.0%	10.3%
November	8,557	164,184	10,963	185,577	10,650	205,751	8,637	203,441	8,234	172,327	9,068	178,415	10,513	190,600	0	198,620	n/a	n/a
December	30,619	194,803	33,736	219,313	35,517	241,268	31,211	234,652	30,667	202,994	33,363	211,778	37,081	227,681	0	198,620	n/a	n/a
<b>Totals</b>	<b>194,803</b>		<b>219,313</b>		<b>241,268</b>		<b>234,652</b>		<b>202,994</b>		<b>211,778</b>		<b>227,681</b>		<b>198,620</b>			

2012 Monthly Sales Tax Activity (in thousands of dollars)



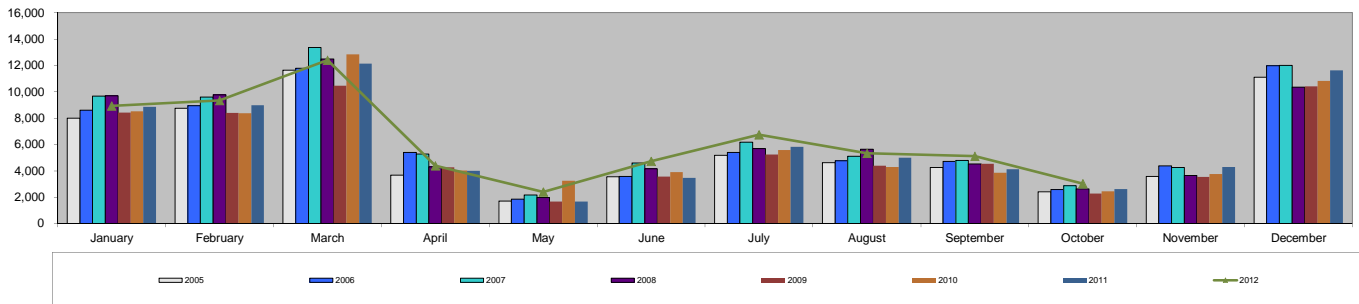
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Retail Sales**

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	8,001	8,001	8,607	8,607	9,665	9,665	9,684	9,684	8,430	8,430	8,530	8,530	8,862	8,862	8,925	8,925	0.7%	0.7%
February	8,744	16,745	8,942	17,549	9,607	19,272	9,763	19,447	8,401	16,831	8,378	16,908	8,982	17,844	9,332	18,257	3.9%	2.3%
March	11,632	28,377	11,774	29,323	13,373	32,645	12,479	31,926	10,449	27,280	12,851	29,759	12,125	29,969	12,402	30,659	2.3%	2.3%
April	3,678	32,055	5,406	34,729	5,287	37,932	4,301	36,227	4,274	31,554	4,032	33,791	4,006	33,975	4,393	35,052	9.7%	3.2%
May	1,708	33,763	1,858	36,587	2,165	40,097	1,965	38,192	1,675	33,229	3,251	37,042	1,679	35,654	2,402	37,454	43.1%	5.0%
June	3,565	37,328	3,589	40,176	4,597	44,694	4,153	42,345	3,558	36,787	3,895	40,937	3,477	39,131	4,720	42,174	35.7%	7.8%
July	5,174	42,502	5,403	45,579	6,176	50,870	5,700	48,045	5,240	42,027	5,582	46,519	5,834	44,965	6,736	48,910	15.5%	8.8%
August	4,620	47,122	4,757	50,336	5,110	55,980	5,631	53,676	4,384	46,411	4,302	50,821	5,003	49,968	5,333	54,243	6.6%	8.6%
September	4,249	51,371	4,726	55,062	4,783	60,763	4,527	58,203	4,536	50,947	3,848	54,669	4,132	54,100	5,120	59,363	23.9%	9.7%
October	2,404	53,775	2,591	57,653	2,866	63,629	2,635	60,838	2,277	53,224	2,453	57,122	2,609	56,709	3,027	62,390	16.0%	10.0%
November	3,586	57,361	4,376	62,029	4,267	67,896	3,641	64,479	3,540	56,764	3,764	60,886	4,301	61,010	0	62,390	n/a	n/a
December	11,099	68,460	11,971	74,000	12,000	79,896	10,358	74,837	10,403	67,167	10,824	71,710	11,629	72,639	0	62,390	n/a	n/a
<b>Totals</b>	<b>68,460</b>		<b>74,000</b>		<b>79,896</b>		<b>74,837</b>		<b>67,167</b>		<b>71,710</b>		<b>72,639</b>		<b>62,390</b>			

**2012 Monthly Sales Tax Activity (in thousands of dollars)**



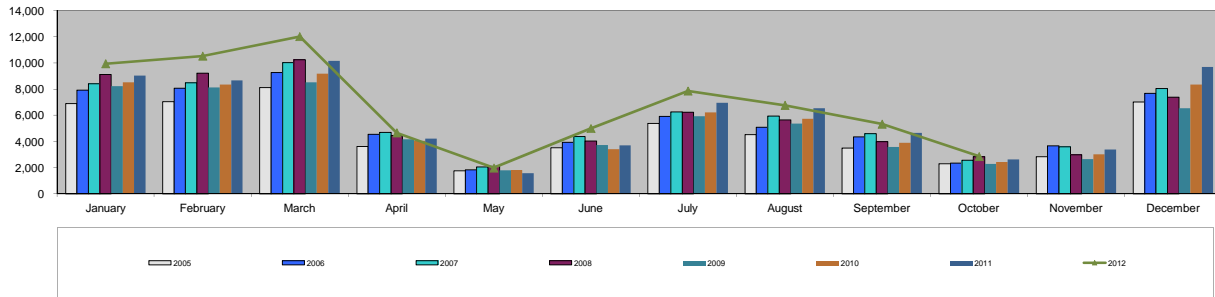
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Restaurants/Bars**

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	6,897	6,897	7,924	7,924	8,414	8,414	9,117	9,117	8,231	8,231	8,515	8,515	9,039	9,039	9,942	9,942	10.0%	10.0%
February	7,047	13,944	8,058	15,982	8,467	16,881	9,208	18,325	8,129	16,360	8,343	16,858	8,660	17,699	10,527	20,469	21.6%	15.7%
March	8,117	22,061	9,256	25,238	10,015	26,896	10,240	28,565	8,527	24,887	9,186	26,044	10,151	27,850	12,015	32,484	18.4%	16.6%
April	3,609	25,670	4,552	29,790	4,678	31,574	4,440	33,005	4,173	29,060	4,042	30,086	4,222	32,072	4,662	37,146	10.4%	15.8%
May	1,760	27,430	1,832	31,622	2,058	33,632	2,107	35,112	1,783	30,843	1,812	31,898	1,570	33,642	1,976	39,122	25.9%	16.3%
June	3,525	30,955	3,938	35,560	4,370	38,002	4,030	39,142	3,712	34,555	3,397	35,295	3,704	37,346	4,992	44,114	34.8%	18.1%
July	5,375	36,330	5,905	41,465	6,249	44,251	6,218	45,360	5,931	40,486	6,222	41,517	6,949	44,295	7,856	51,970	13.1%	17.3%
August	4,521	40,851	5,067	46,532	5,933	50,184	5,639	50,999	5,365	45,851	5,729	47,246	6,526	50,821	6,766	58,736	3.7%	15.6%
September	3,498	44,349	4,340	50,872	4,585	54,769	3,971	54,970	3,565	49,416	3,883	51,129	4,656	55,477	5,332	64,068	14.5%	15.5%
October	2,290	46,639	2,352	53,224	2,564	57,333	2,818	57,788	2,285	51,701	2,420	53,549	2,618	58,095	2,859	66,927	9.2%	15.2%
November	2,841	49,480	3,651	56,875	3,593	60,926	2,972	60,760	2,649	54,350	3,006	56,555	3,380	61,475	0	66,927	n/a	n/a
December	7,017	56,497	7,681	64,556	8,028	68,954	7,371	68,131	6,524	60,874	8,351	64,906	9,701	71,176	0	66,927	n/a	n/a
<b>Totals</b>	<b>56,497</b>		<b>64,556</b>		<b>68,954</b>		<b>68,131</b>		<b>60,874</b>		<b>64,906</b>		<b>71,176</b>		<b>66,927</b>			

**2012 Monthly Sales Tax Activity (in thousands of dollars)**



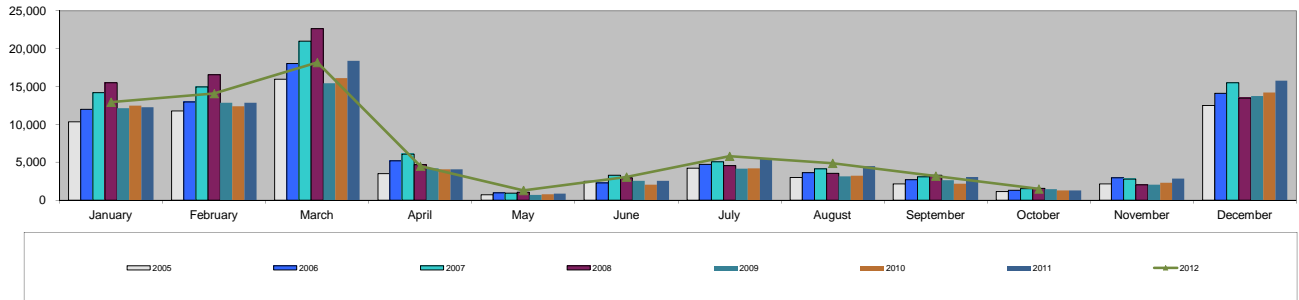
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Short-Term Lodging**

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	10,342	10,342	11,997	11,997	14,179	14,179	15,489	15,489	12,141	12,141	12,493	12,493	12,273	12,273	12,941	12,941	5.4%	5.4%
February	11,762	22,104	12,972	24,969	14,965	29,144	16,540	32,029	12,871	25,012	12,369	24,862	12,862	25,135	14,068	27,009	9.4%	7.5%
March	15,956	38,060	18,021	42,990	21,002	50,146	22,619	54,648	15,452	40,464	16,099	40,961	18,400	43,535	18,194	45,203	-1.1%	3.8%
April	3,486	41,546	5,176	48,166	6,060	56,206	4,669	59,317	4,206	44,670	4,080	45,041	4,053	47,588	4,467	49,670	10.2%	4.4%
May	711	42,257	957	49,123	923	57,129	1,039	60,356	667	45,337	773	45,814	833	48,421	1,282	50,952	53.9%	5.2%
June	2,478	44,735	2,262	51,385	3,258	60,387	2,929	63,285	2,559	47,896	2,010	47,824	2,532	50,953	3,036	53,988	19.9%	6.0%
July	4,217	48,952	4,730	56,115	5,074	65,461	4,528	67,813	4,134	52,030	4,189	52,013	5,513	56,466	5,781	59,769	4.9%	5.8%
August	2,981	51,933	3,622	59,737	4,124	69,585	3,545	71,358	3,110	55,140	3,230	55,243	4,481	60,947	4,871	64,640	8.7%	6.1%
September	2,150	54,083	2,695	62,432	3,050	72,635	3,296	74,654	2,604	57,744	2,163	57,406	3,046	63,993	3,188	67,828	4.7%	6.0%
October	1,130	55,213	1,305	63,737	1,504	74,139	1,524	76,178	1,424	59,168	1,270	58,676	1,290	65,283	1,475	69,303	14.3%	6.2%
November	2,130	57,343	2,936	66,673	2,790	76,929	2,024	78,202	2,045	61,213	2,298	60,974	2,832	68,115	0	69,303	n/a	n/a
December	12,503	69,846	14,084	80,757	15,489	92,418	13,482	91,684	13,740	74,953	14,188	75,162	15,751	83,866	0	69,303	n/a	n/a
<b>Totals</b>	<b>69,846</b>		<b>80,757</b>		<b>92,418</b>		<b>91,684</b>		<b>74,953</b>		<b>75,162</b>		<b>83,866</b>		<b>69,303</b>			

2012 Monthly Sales Tax Activity (in thousands of dollars)





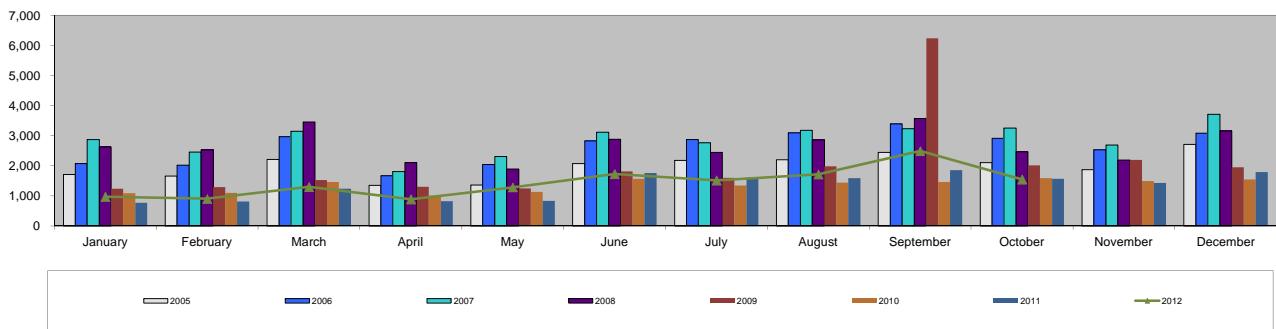
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Supplies**

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	1,720	1,720	2,084	2,084	2,876	2,876	2,631	2,631	1,240	1,240	1,095	1,095	777	777	977	977	25.7%	25.7%
February	1,669	3,389	2,031	4,115	2,459	5,335	2,532	5,163	1,297	2,537	1,111	2,206	821	1,598	910	1,887	10.8%	18.1%
March	2,216	5,605	2,967	7,082	3,156	8,491	3,463	8,626	1,530	4,067	1,472	3,678	1,245	2,843	1,303	3,190	4.7%	12.2%
April	1,359	6,964	1,680	8,762	1,813	10,304	2,114	10,740	1,305	5,372	1,006	4,684	829	3,672	894	4,084	7.8%	11.2%
May	1,370	8,334	2,045	10,807	2,314	12,618	1,894	12,634	1,250	6,622	1,139	5,823	841	4,513	1,292	5,376	53.6%	19.1%
June	2,083	10,417	2,836	13,643	3,119	15,737	2,886	15,520	1,814	8,436	1,573	7,396	1,765	6,278	1,732	7,108	-1.9%	13.2%
July	2,186	12,603	2,872	16,515	2,770	18,507	2,450	17,970	1,602	10,038	1,354	8,750	1,619	7,897	1,522	8,630	-6.0%	9.3%
August	2,211	14,814	3,096	19,611	3,187	21,694	2,869	20,839	1,990	12,028	1,446	10,196	1,597	9,494	1,721	10,351	7.8%	9.0%
September	2,452	17,266	3,394	23,005	3,234	24,928	3,574	24,413	6,237	18,265	1,471	11,667	1,857	11,351	2,494	12,845	34.3%	13.2%
October	2,107	19,373	2,924	25,929	3,259	28,187	2,470	26,883	2,016	20,281	1,595	13,262	1,575	12,926	1,553	14,398	-1.4%	11.4%
November	1,876	21,249	2,537	28,466	2,693	30,880	2,199	29,082	2,196	22,477	1,495	14,757	1,437	14,363	0	14,398	n/a	n/a
December	2,712	23,961	3,091	31,557	3,713	34,593	3,160	32,242	1,958	24,435	1,548	16,305	1,794	16,157	0	14,398	n/a	n/a
<b>Totals</b>	<b>23,961</b>		<b>31,557</b>		<b>34,593</b>		<b>32,242</b>		<b>24,435</b>		<b>16,305</b>		<b>16,157</b>		<b>14,398</b>			

**2012 Monthly Sales Tax Activity (in thousands of dollars)**



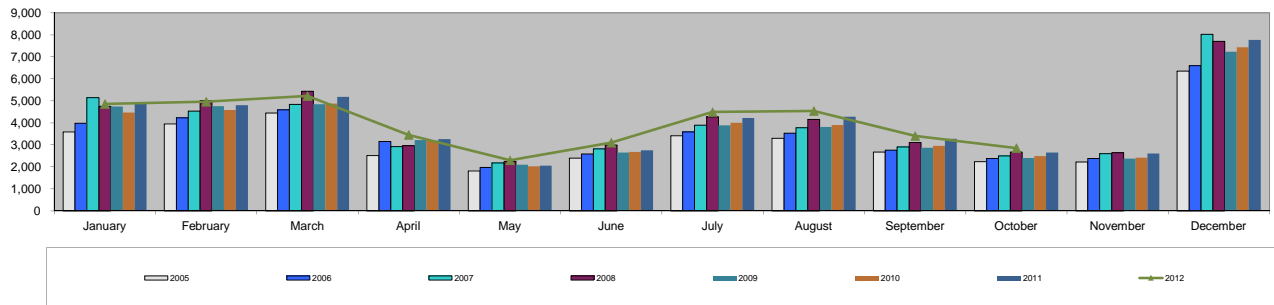
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Grocery/Liquor Stores**

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	3,589	3,589	3,977	3,977	5,149	5,149	4,744	4,744	4,741	4,741	4,472	4,472	4,854	4,854	4,857	4,857	0.1%	0.1%
February	3,949	7,538	4,233	8,210	4,536	9,685	5,009	9,753	4,755	9,496	4,590	9,062	4,803	9,657	4,962	9,819	3.3%	1.7%
March	4,449	11,987	4,585	12,795	4,844	14,529	5,436	15,189	4,852	14,348	4,877	13,939	5,180	14,837	5,220	15,039	0.8%	1.4%
April	2,503	14,490	3,149	15,944	2,920	17,449	2,959	18,148	3,213	17,561	3,186	17,125	3,261	18,098	3,454	18,493	5.9%	2.2%
May	1,806	16,296	1,969	17,913	2,169	19,618	2,246	20,394	2,100	19,661	2,024	19,149	2,053	20,151	2,296	20,789	11.8%	3.2%
June	2,392	18,688	2,584	20,497	2,822	22,440	2,990	23,384	2,643	22,304	2,682	21,831	2,757	22,908	3,098	23,887	12.4%	4.3%
July	3,414	22,102	3,588	24,085	3,899	26,339	4,264	27,648	3,881	26,185	3,999	25,830	4,219	27,127	4,490	28,377	6.4%	4.6%
August	3,292	25,394	3,529	27,614	3,771	30,110	4,161	31,809	3,807	29,992	3,896	29,726	4,271	31,398	4,541	32,918	6.3%	4.8%
September	2,671	28,065	2,757	30,371	2,908	33,018	3,113	34,922	2,864	32,856	2,955	32,681	3,278	34,676	3,404	36,322	3.8%	4.7%
October	2,239	30,304	2,372	32,743	2,494	35,512	2,673	37,595	2,408	35,264	2,488	35,169	2,648	37,324	2,855	39,177	7.8%	5.0%
November	2,214	32,518	2,377	35,120	2,600	38,112	2,647	40,242	2,379	37,643	2,422	37,591	2,599	39,923	0	39,177	n/a	n/a
December	6,356	38,874	6,604	41,724	8,028	46,140	7,705	47,947	7,234	44,877	7,432	45,023	7,776	47,699	0	39,177	n/a	n/a
<b>Totals</b>	<b>38,874</b>		<b>41,724</b>		<b>46,140</b>		<b>47,947</b>		<b>44,877</b>		<b>45,023</b>		<b>47,699</b>		<b>39,177</b>			

**2012 Monthly Sales Tax Activity (in thousands of dollars)**



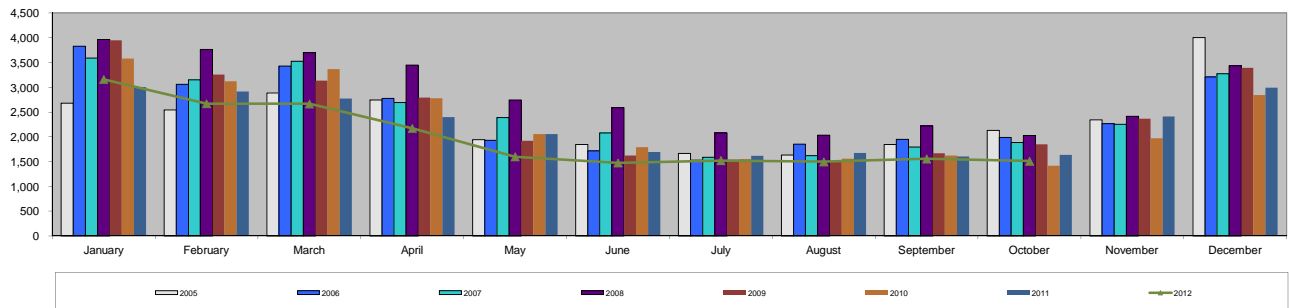
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Utilities**

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	2,675	2,675	3,829	3,829	3,591	3,591	3,961	3,961	3,950	3,950	3,577	3,577	3,004	3,004	3,159	3,159	5.2%	5.2%
February	2,540	5,215	3,056	6,885	3,149	6,740	3,765	7,726	3,253	7,203	3,118	6,695	2,913	5,917	2,668	5,827	-8.4%	-1.5%
March	2,883	8,098	3,428	10,313	3,525	10,265	3,699	11,425	3,134	10,337	3,365	10,060	2,772	8,689	2,667	8,494	-3.8%	-2.2%
April	2,741	10,839	2,778	13,091	2,694	12,959	3,448	14,873	2,792	13,129	2,779	12,839	2,400	11,089	2,170	10,664	-9.6%	-3.8%
May	1,939	12,778	1,926	15,017	2,386	15,345	2,742	17,615	1,917	15,046	2,057	14,896	2,057	13,146	1,597	12,261	-22.4%	-6.7%
June	1,846	14,624	1,713	16,730	2,078	17,423	2,588	20,203	1,620	16,666	1,793	16,689	1,693	14,839	1,473	13,734	-13.0%	-7.4%
July	1,663	16,287	1,529	18,259	1,588	19,011	2,075	22,278	1,539	18,205	1,548	18,237	1,614	16,453	1,521	15,255	-5.8%	-7.3%
August	1,629	17,916	1,854	20,113	1,621	20,632	2,031	24,309	1,497	19,702	1,558	19,795	1,673	18,126	1,497	16,752	-10.5%	-7.6%
September	1,843	19,759	1,949	22,062	1,792	22,424	2,219	26,528	1,667	21,369	1,625	21,420	1,604	19,730	1,555	18,307	-3.1%	-7.2%
October	2,127	21,886	1,987	24,049	1,883	24,307	2,026	28,554	1,845	23,214	1,412	22,832	1,632	21,362	1,510	19,817	-7.5%	-7.2%
November	2,340	24,226	2,264	26,313	2,251	26,558	2,411	30,965	2,364	25,578	1,972	24,804	2,409	23,771	0	19,817	n/a	n/a
December	4,005	28,231	3,206	29,519	3,271	29,829	3,435	34,400	3,389	28,967	2,845	27,649	2,991	26,762	0	19,817	n/a	n/a
<b>Totals</b>	<b>28,231</b>		<b>29,519</b>		<b>29,829</b>		<b>34,400</b>		<b>28,967</b>		<b>27,649</b>		<b>26,762</b>		<b>19,817</b>			

**2012 Monthly Sales Tax Activity (in thousands of dollars)**

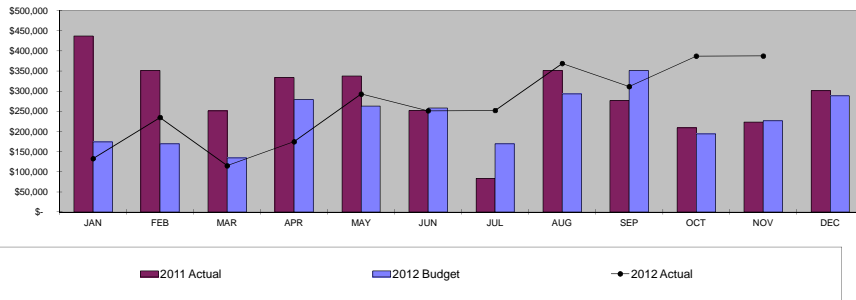


**TOWN OF BRECKENRIDGE  
REAL ESTATE TRANSFER TAX COLLECTIONS  
REPORTED IN THE PERIOD EARNED**

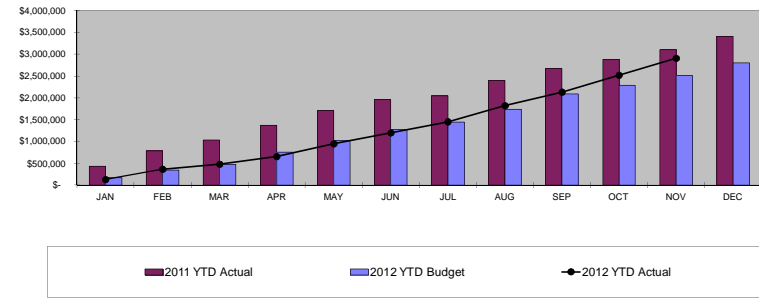
Sales Period	2007 Collections			2009 Percent of Total	2011 Collections			2012 Budget			2012 Monthly				2012 Year to Date			
	Tax Collected	Year To Date	Percent of Total		Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% of Budget	% Change from 2007	% Change from 2011	Actual	% of Budget	% Change from 2007	% Change from 2011
JAN	\$ 352,958	\$ 352,958	6.2%	4.3%	\$ 436,605	\$ 436,605	12.8%	\$ 174,140	\$ 174,140	6.2%	\$ 132,557	76.1%	-62.4%	-69.6%	\$ 132,557	76.1%	-62.4%	-69.6%
FEB	342,995	695,953	12.3%	7.6%	350,866	787,471	23.1%	169,224	343,364	12.3%	234,630	138.7%	-31.6%	-33.1%	367,186	106.9%	-47.2%	-53.4%
MAR	271,817	967,770	17.1%	14.1%	250,986	1,038,457	30.5%	134,107	477,470	17.1%	114,921	85.7%	-57.7%	-54.2%	482,107	101.0%	-50.2%	-53.6%
APR	564,624	1,532,394	27.0%	29.6%	333,424	1,371,881	40.3%	278,570	756,040	27.0%	174,514	62.6%	-69.1%	-47.7%	656,621	86.9%	-57.2%	-52.1%
MAY	533,680	2,066,074	36.4%	39.1%	337,577	1,709,458	50.2%	263,303	1,019,342	36.4%	292,708	111.2%	-45.2%	-13.3%	949,329	93.1%	-54.1%	-44.5%
JUN	522,999	2,589,073	45.6%	43.4%	251,806	1,961,263	57.6%	258,033	1,277,375	45.6%	251,400	97.4%	-51.9%	-0.2%	1,200,729	94.0%	-53.6%	-38.8%
JUL	343,610	2,932,683	51.7%	48.2%	83,522	2,044,785	60.0%	169,527	1,446,903	51.7%	252,104	148.7%	-26.6%	201.8%	1,452,833	100.4%	-50.5%	-28.9%
AUG	594,349	3,527,032	62.1%	56.2%	350,730	2,395,515	70.3%	293,235	1,740,138	62.1%	368,749	125.8%	-38.0%	5.1%	1,821,582	104.7%	-48.4%	-24.0%
SEP	711,996	4,239,028	74.7%	67.0%	276,774	2,672,289	78.5%	351,278	2,091,416	74.7%	311,285	88.6%	-56.3%	12.5%	2,132,867	102.0%	-49.7%	-20.2%
OCT	392,752	4,631,779	81.6%	78.7%	208,831	2,881,120	84.6%	193,773	2,285,189	81.6%	387,028	199.7%	-1.5%	85.3%	2,519,895	110.3%	-45.6%	-12.5%
NOV	459,147	5,090,926	89.7%	87.5%	223,271	3,104,391	91.2%	226,530	2,511,719	89.7%	387,225	170.9%	-15.7%	73.4%	2,907,120	115.7%	-42.9%	-6.4%
DEC	\$ 584,308	\$ 5,675,235	100.0%	100.0%	\$ 301,397	\$ 3,405,788	100.0%	\$ 288,281	\$ 2,800,000	100.0%	\$ -	0.0%	n/a	n/a	\$ 2,907,120	103.8%	-48.8%	-14.6%

2012 budget is based upon 2007 monthly distribution  
November #s are as of 11/26/12

2012 Monthly RETT Tax Collections



2012 Y.T.D. RETT Collections

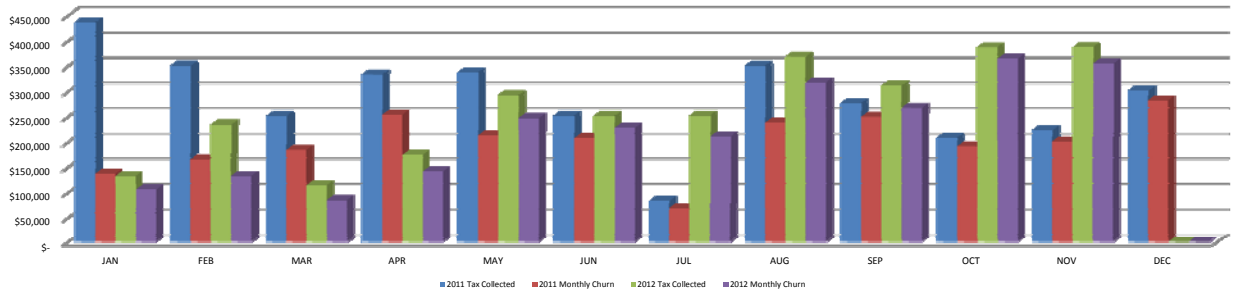


**TOWN OF BRECKENRIDGE  
REAL ESTATE TRANSFER TAX CHURN  
REPORTED IN THE PERIOD EARNED**

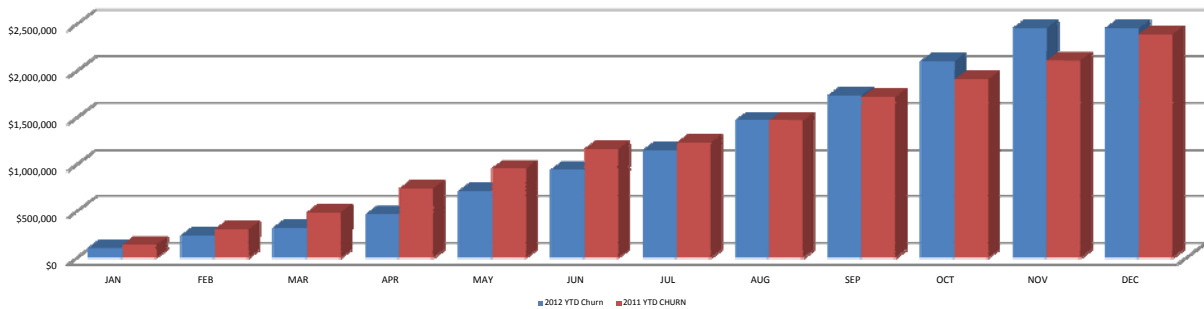
Sales Period	Tax Collected	Year To Date	2011 Collections				Monthly Churn	YTD Churn	% of YTD Total
			Grand Lodge	New Construction		Other			
				1 Ski Hill	Water House				
JAN	\$ 436,605	\$ 436,605	246,243	0	53,370	0	\$ 136,992	\$136,992	31.4%
FEB	\$ 350,866	\$ 787,471	147,234	26,482	11,550	0	\$ 165,599	\$302,592	38.4%
MAR	\$ 250,986	\$ 1,038,457	57,703	0	9,300	0	\$ 183,982	\$486,574	46.9%
APR	\$ 333,424	\$ 1,371,881	41,651	7,296	19,170	11,300	\$ 254,006	\$740,580	54.0%
MAY	\$ 337,577	\$ 1,709,458	87,830	36,403	0	0	\$ 213,344	\$953,925	55.8%
JUN	\$ 251,806	\$ 1,961,263	44,417	0	0	0	\$ 207,389	\$1,161,314	59.2%
JUL	\$ 83,522	\$ 2,044,785	14,277	0	0	0	\$ 69,244	\$1,230,558	60.2%
AUG	\$ 350,730	\$ 2,395,515	107,470	0	0	5,050	\$ 238,210	\$1,468,768	61.3%
SEP	\$ 276,774	\$ 2,672,289	27,114	0	0	0	\$ 249,660	\$1,718,428	64.3%
OCT	\$ 208,381	\$ 2,880,670	2,223	0	0	14,800	\$ 191,359	\$1,909,787	66.3%
NOV	\$ 223,271	\$ 3,103,941	5,083	17,212	0	0	\$ 200,975	\$2,110,762	68.0%
DEC	\$ 301,397	\$ 3,405,338	7,928	0	0	11,300	\$ 282,169	\$2,392,931	70.3%

Sales Period	Tax Collected	Year To Date	2012 Collections				Monthly Churn	YTD Budget	YTD Churn	% of YTD Total	% Change In Churn from Prior Year
			Grand Lodge	New Construction		Other					
				1 Ski Hill	Water House						
JAN	\$ 132,557	\$ 132,557	26,492	0	0	0	\$ 106,065	\$ 174,140	\$106,065	80.0%	-22.6%
FEB	\$ 234,630	\$ 367,186	69,718	0	0	32,250	\$ 132,661	\$ 343,364	\$238,726	65.0%	-21.1%
MAR	\$ 114,921	\$ 482,107	29,935	0	0	0	\$ 84,985	\$ 477,470	\$323,712	67.1%	-33.5%
APR	\$ 174,514	\$ 656,621	33,127	0	0	0	\$ 141,388	\$ 756,040	\$465,099	70.8%	-37.2%
MAY	\$ 292,708	\$ 949,329	45,605	0	0	0	\$ 247,103	\$ 1,019,342	\$712,203	75.0%	-25.3%
JUN	\$ 251,400	\$ 1,200,729	23,453	0	0	0	\$ 227,947	\$ 1,277,375	\$940,150	78.3%	-19.0%
JUL	\$ 252,104	\$ 1,452,833	40,804	0	0	0	\$ 211,300	\$ 1,446,903	\$1,151,450	79.3%	-6.4%
AUG	\$ 368,749	\$ 1,821,582	50,843	0	0	0	\$ 317,906	\$ 1,740,138	\$1,469,355	80.7%	0.0%
SEP	\$ 311,285	\$ 2,132,867	24,763	0	0	18,956	\$ 267,566	\$ 2,091,416	\$1,736,922	81.4%	1.1%
OCT	\$ 387,028	\$ 2,519,895	22,064	0	0	0	\$ 364,964	\$ 2,285,189	\$2,101,886	83.4%	10.1%
NOV	\$ 387,225	\$ 2,907,120	25,862	0	0	5,369	\$ 355,994	\$ 2,511,719	\$2,457,880	84.5%	16.4%
DEC	\$ -	\$ 2,907,120					\$ -	\$ 2,800,000	\$2,457,880	n/a	n/a

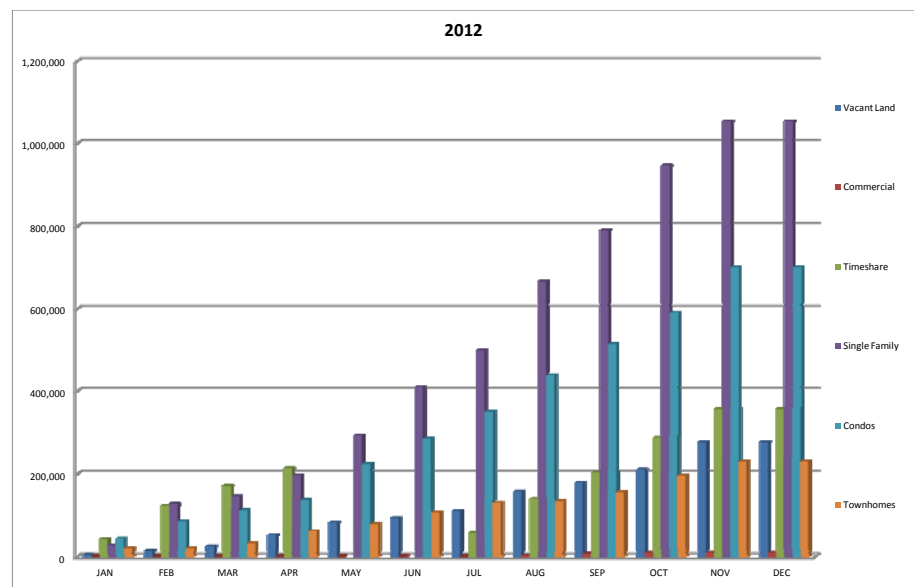
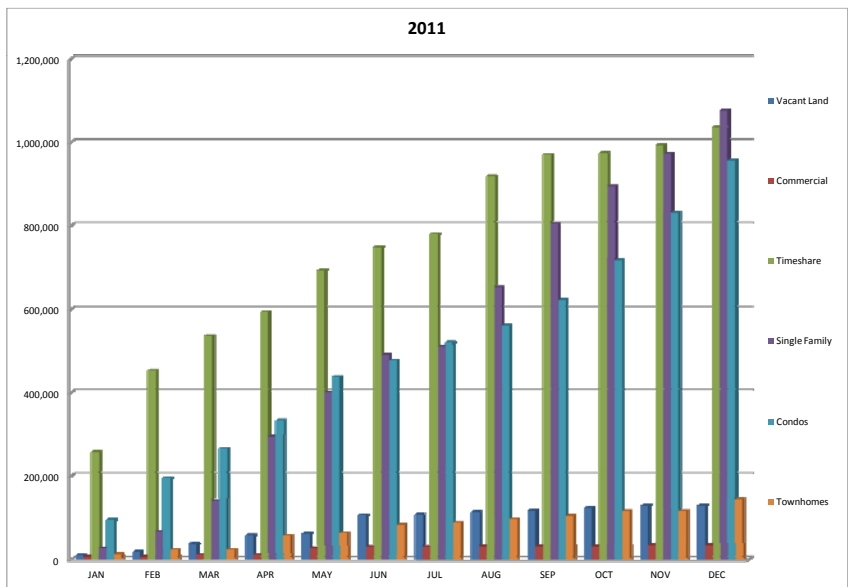
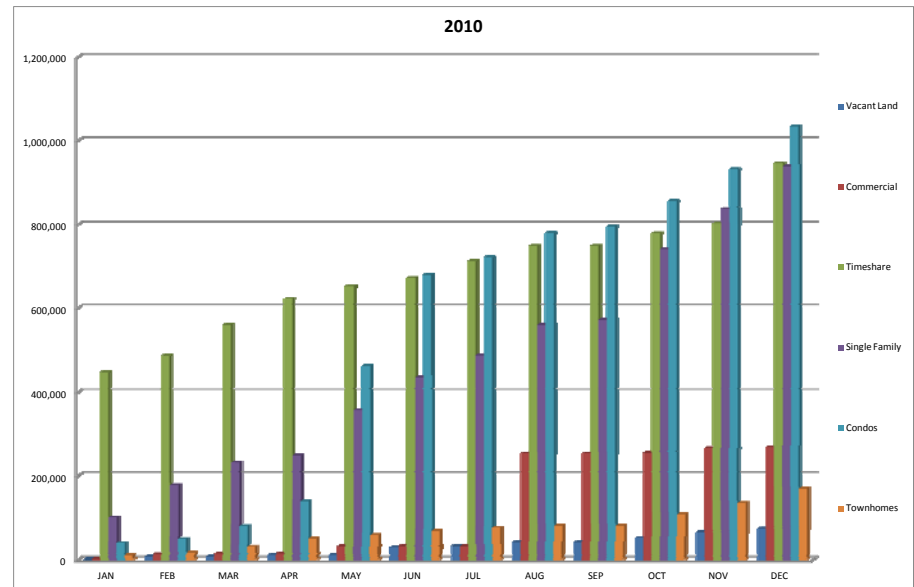
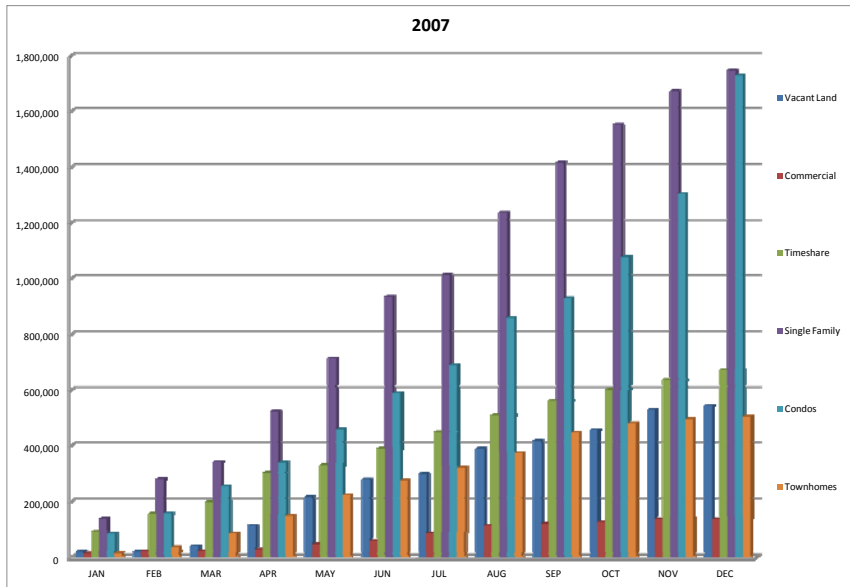
**RETT Monthly Collections vs. Churn**



**YTD Churn Analysis**



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





**To:** Mayor and Town Council Members  
**Cc:** Town Manager and Assistant Town Manager  
**From:** Director of Communications  
**Date:** December 5, 2012 (*for December 11 meeting*)  
**RE:** Breckenridge Marketing Advisory Committee Interviews

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Background

Town Council formed the Breckenridge Marketing Advisory Committee (BMAC) in 2010. There are three positions that have completed their two-year terms – two from the Lodging and one from the At-Large categories. The terms will run on a calendar year for two years through December 31, 2014.

A call for letters of interest was advertised in the Summit Daily News, as well as via the Town's website, Facebook pages and Twitter account. Following this memo are the letters of interest received by the deadline of Tues., December 4 at 5 p.m. for interviews during the Work Session. Appointments are scheduled to take place during your evening meeting.

As reminders:

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

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

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

Applicants:

David Abraham (Lodging)  
Bruce Horii (Lodging)  
Steve Lapinsohn (At-Large)  
Peyton Rogers (Lodging)  
Richard Sosville (At-Large)

FYI - current members whose terms run thru 12/31/13 are: Dick Carleton (Restaurant/Retail), John Cronin (At-Large), and John Hendryson (Lodging); Mike is the TC rep.

I will provide suggested questions for the interviews at the Work Session.



Nikki Arcieri  
Town Manager's Office  
PO Box 168  
Breckenridge, CO 80424  
[nikkia@townofbreckenridge.com](mailto:nikkia@townofbreckenridge.com)

Nikki,

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

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

Local affiliations are as follows:

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

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

Sincerely,

David G. Abraham, CHA  
Vice President  
Breckenridge Hospitality



Breckenridge Town Council  
Town of Breckenridge  
150 Ski Hill Road  
Breckenridge, Co. 80424

Dear Honorable Town Council:

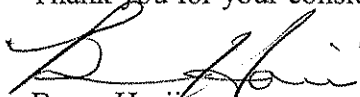
I appreciate your past support in selecting me to serve on the inaugural Breckenridge Marketing Advisory Committee (BMAC) and feel we have made great strides with that initial effort. I am excited about the future of Breckenridge and would like to continue to be part of the growth and helping shape the future direction of our marketing programs.

My experiences and current involvements assist in bringing added assets to the programs and direction of Breckenridge promotion and marketing. I list some of the pertinent examples of what apply to the "big picture" direction of BMAC:

1. Director of Sales and Marketing for Beaver Run Resort and Conference Center and am involved in direction of all advertising, promotional and sales efforts at Beaver Run, including group sales, individual reservations, promotional activities, special events and food and beverage efforts.
2. Current Board of Directors and Past President of Destination Colorado an association focused on the promotion of Colorado as a location for group meetings and incentive markets. This organization works to generate interest in Colorado through trade shows, print media, electronic marketing and relationship marketing.
3. Involved with State Wide marketing efforts having served with the Colorado Tourism Office on the Tourism Promotion Committee, Travel Resources Committee and the International Promotions Committee trying to keep Breckenridge on the forefront of the State's efforts and making sure we understand their initiatives to help us shape our direction. I am also involved with TIAC, Travel Industry Association of Colorado keeping Breckenridge travel related industry initiatives on our radar.
4. Locally I have served or currently am serving on the Boards of the BRC, BCR, BMAC and the BLA. My involvement has always been to be a representative for all of the local lodging community as well as involving the other members of our community such as retail, restaurant and activities.

I look forward to speaking more to my experiences and how I might assist in shaping the direction of the Breckenridge marketing direction. Through my many industry relations I feel I will bring advise on how we may drive more business to Breckenridge and really enhancing the "Breckenridge Experience"

Thank you for your consideration!

  
Bruce Horii

About twenty years ago my wife and I started retail businesses here in Breckenridge. Ten years prior to that, I was a vice-president in public finance with the investment banking firm of Donaldson Lufkin and Jenrette in Dallas, Texas. Five years prior to that, I was a real estate broker and mortgage broker.

Over the twenty years since we came to Breckenridge, we've opened and nurtured the growth of the following stores: The Main Street Outlet, The North Face Breckenridge, and The Columbia Breckenridge retail stores. Our North Face store finished a major expansion about seven years ago that created new Main Street rental space that encompasses approx. 3,670 square feet of retail, office and storage space. Around eight years back we lost three of our original five stores. Two were lost to the retail division of Vail Development. Those stores were Wintersport Ltd. Clothing at Beaver Run Resort and The Board Store also at Beaver Run. The other location was absorbed as office space needed by Beaver Run Resort.

I know that my corporate experience, my owning and running everything from a snowboard rental shop, three full price retail clothing stores, a web store and an outlet clothing store, gives me a unique perspective as to the affect that changes in the economy, the ski area, and the town can have on different types of businesses. Losing two of these stores to corporate expansion gives me an even more unique perspective as to why the independent retailer needs to be involved and aware of what's taking place in our community, and how to adapt and deal with future changes. Small business needs to keep informed, be proactive and speak up. I believe that I offer you an experienced voice through me! I do an extensive amount of advertising for all of my stores and also was on the board of directors of the Chamber for the past 10 years until the summer before last. I also was chairman of the board for the last five of those years.

Over this past 20 years, I've seen this town change dramatically. Some for the good and some not so good. We need to find ways to continue to constructively work together in the business community with those in town government and with Vail Development, to continue to allow our town to retain its place as the bench mark for other ski and tourist towns. We need to be as creative and aggressive as we can in terms of our marketing, to stay as competitive as possible in this difficult economic environment.

With the above thoughts in mind, and hopefully taking my experience and personal concern for our community into consideration, I'd like to be positively considered for the open seat as a member of BMAC.

Most Sincerely,

Steve Lapinsohn  
PO Box 5590  
Breckenridge, Colorado  
80424  
Cell 970-485-0749



November 29, 2012

Dear Breckenridge Town Council:

My name is Peyton Rogers and I am very interested in retaining my seat on the Town of Breckenridge's Marketing Advisory Committee (BMAC).

Since BMAC came together in the Fall of 2010, I have been an active member of the committee and would like to continue my efforts. The committee has really come together in these last six months and is working very well with the Resort Chamber, as well as the Town. I would like to see these relationships continue to grow.

Some accomplishments I feel that BMAC has had are as follows:

- Working with the BRC in the renewal of their BRC Marketing Committee, which looks at marketing spend based on each campaign, as well as the results and the return on investment.
- Working with the Ski Resort in bringing the Dew Tour back to Breckenridge by supporting the lodging community to assist with the complimentary accommodations required.
- Supporting the BRC in the Brand Awareness Research
- Working with the Events Teams from the Town and the BRC as possible events are presented and vetted.
- Development of communication protocol and roles/responsibilities with BRC

With the season off to a very slow start, as well as with the CDOT construction concerns starting in April and continuing through the summer, I believe BMAC is a great support for making sure Breckenridge is marketing itself correctly and able to overcome these potential issues for our visitors.

Thank you for your time and consideration. I look forward to speaking with you all on December 11<sup>th</sup>, 2012.

Sincerely,

*V. Peyton Rogers*

V. Peyton Rogers

Ms. Kim Dykstra-DiLallo  
Director of Communications  
Town of Breckenridge  
PO Box 168  
Breckenridge, CO 80424

Dear Kim:

Please accept this letter as notification of my continued interest in serving as an at large member of the Breckenridge Marketing Advisory Committee. I have enjoyed my term as a member and in 2012 as chairman of BMAC. Over the past 2 years we have made significant progress in assisting the Breckenridge Resort Chamber in their marketing efforts. For the Town of Breckenridge this results in a stronger brand and more effective use of town dollars.

I have attached my resume outlining most of my marketing experience and as you will see, I have spent most of my career in that area. In addition, I'd like to point out some of my direct marketing roles which will enhance my ability to drive marketing efforts for the town of Breckenridge.

- Created and established the global plastics industry e-commerce business. This led to internet leadership for the founding companies: Dow Chemical, DuPont, BASF, Bayer. This e-commerce business included all aspects of supply, pricing and delivery of plastics globally.
- Established an in-house Master of Marketing at The Dow Chemical Co. This was accomplished utilizing the resources of Harvard University, Northwestern University and University of Michigan Master of Business Administration staff to develop and deliver the curriculum.
- Founding Director of the Marketing Science Institute. Its purpose was to share best practices in marketing among companies from all industry sectors.
- Founder and CEO of Scalable Technologies. Developed and marketed a low cost scalable IT process for small and medium size companies to establish internet presence and an internet order system.
- Breckenridge Economic Development Advisory Committee member until the group was dissolved.
- Member of Breckenridge Music Festival Board, serving on Marketing, Fundraising and Board development committees.
- Member and Chairman of Breckenridge Marketing Advisory Committee

Please let me know if I can assist you with any further information or references. I have lived in Breckenridge since 2001 and would love the opportunity to help market our great town.

Sincerely submitted

Richard Sosville  
PO Box 3700  
36 Iron Mask Road  
Breckenridge, CO 80424

## RICHARD E. SOSVILLE

PO Box 3700 • Breckenridge, CO 80424 • 970.547.1740 • [resos@yahoo.com](mailto:resos@yahoo.com)

### EXPERIENCE

---

#### **Dow Chemical Company** **1996-2001**

##### ***Global Business Vice President, Engineering Plastics and Polypropylene Businesses***

- Responsible for total global performance of this multi-billion dollar portfolio of businesses.
- Directed global activities for over 4,000 employees, 35 plant facilities, and 7 research and development centers.
- Served on the Dow's: Corporate Leadership Board, Diversity Steering Council, and I.T. Leadership Board
- Led the formation and was a Board Director for the Global Plastic Industry's e-commerce business, Omnexus.
- Director for The Society of the Plastics Industry.
- Director for LG/Dow, a joint venture between LG and Dow.

#### ***Global Vice President of Sales and Marketing (CMO)*** **1992-1996**

- Responsible for sales and marketing globally for Dow Chemical's portfolio of businesses.
- Direct responsibility for all advertising/communications, customer service, marketing, marketing research, sales, sales service, and information systems for the global function.
- Established Dow's Global Marketing and Sales Technology Center.
- Director of the Marketing Sciences Institute
- Managing Director Dexco Polymers a Dow and Exxon JV
- Director of the Conference Board

#### ***Vice President Sales and Marketing Dow Chemical North America*** **1989-1992**

- Provided functional leadership for sales, marketing, commercial research and communications for Dow's core businesses.
- Member of the Dow North American Operating Board.

#### ***Director Sales and Marketing Dow Plastics*** **1987-1989**

- Responsible for sales and marketing for all Dow Chemical's plastics businesses.

#### ***Director of Sales and Marketing Polystyrene*** **1984-1987**

- Responsible for all sales and marketing for all Dow Polystyrene businesses.

#### ***Prior Experience*** **1968-1984**

- Regional Sales Manager – Plastics
- Product Marketing Manager – Chemicals
- Account Executive – Chemicals

### EDUCATION

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#### **University of Dayton** **1963-1967**

- Bachelor of Science in Chemical Engineering

## **RICHARD E. SOSVILLE**

**PO Box 3700, Breckenridge, CO 80424**

### **Additional Experience:**

#### **Scalable Technologies, Founder and CEO 2001-2002**

Company developed a low cost scalable IT process for small to medium organization to establish an internet presence and an internet order handling system.

#### **SFIC, CEO 2003-2005**

Company established to insure seller financed loans that are commonly generated during sale of smaller businesses.

### **Non Business Experience:**

**United Way 1994- 1996:** Loaned Executive

**Michigan Premier Soccer: 1984- 1995:** Coached premier Boys soccer teams. Obtained level C license

**National Ski Patrol: 1981- 1995:** active member in Ohio and Michigan, ski area training leader

**Breckenridge Ski Area: 2002- 2007:** volunteer in Guest services 2001-2004, Part time ski Instructor current

**Christie Heights Homeowners Assn: 2003-2007:** served as vice president and president

**Breckenridge Economic Development Council:** served for 2 years

**Breckenridge Music Festival Board:** 2009 to current, Chairman of the Marketing Committee

**Breckenridge Marketing Advisory Committee 2010 to 2012:** chairman in 2012

**Breckenridge Resort Chamber Marketing Committee 2012**

# Memorandum

**TO:** TOWN COUNCIL

**FROM:** Dale Stein, Engineering Department

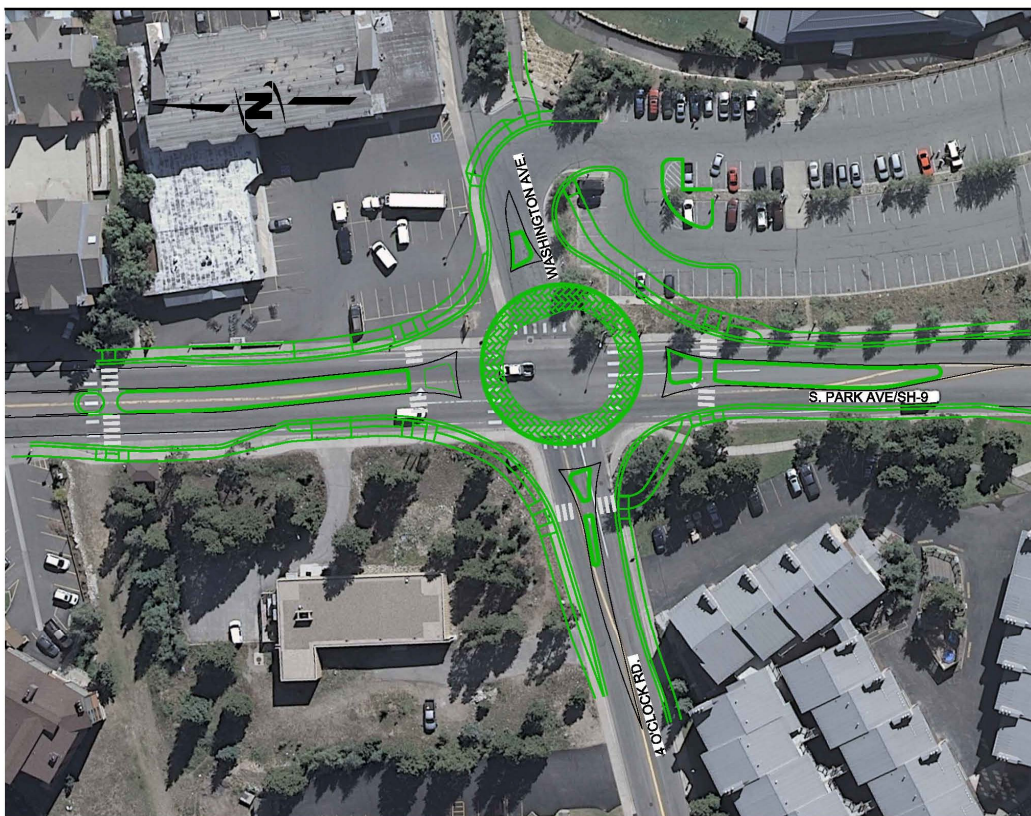
**DATE:** December 5, 2012

**RE:** Four O'clock Rd. and Park Avenue Roundabout  
Design Update & Landscape Discussion

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## Roundabout Design Update

The conceptual design of the proposed roundabout at the intersection of Four O'clock Road and Park Avenue (SH 9) has been recently completed by JUB Engineers. Several parameters were considered in the initial layout of the roundabout including existing right-of-way constraints, existing landscape features, traffic volume, existing street geometry, truck traffic, car traffic, bus traffic (including Summit Stage, Free Ride and Vail Resorts), pedestrians and bicycle traffic. The conceptual design effort resulted in a single lane roundabout with an approximate diameter of 130 feet.



The proposed roundabout concept offsets the roundabout to the southeast corner of the intersection to make use of the existing Town right-of way on that corner. With this proposed layout of the roundabout, the existing parking spaces in the Tiger Dredge lot will be reduced by fifteen spaces at the northwest corner of the lot. The proposed roundabout will encroach onto the Blazing Saddles property on the northeast corner of the intersection where possibly 2-3



private parking spaces will be lost. Staff will analyze the parking on the Blazing Saddles site to evaluate alternative parking layouts in an effort to minimize the loss of parking. The proposed roundabout does encroach onto the Park Place Condos property on the south west corner of the intersection but does not impact any parking on that site. An effort was made on the southwest corner to minimize the impact to the existing landscaping, specifically the mature aspens. The proposed roundabout also encroaches onto the Mountain Bell (Century Link) property on the northwest corner of the intersection but does not appear to have any significant impacts.

With the proposed roundabout project staff anticipates constructing a median north and south of the intersection to properly channelize traffic, help calm speeds and give opportunities for landscaping. In addition a refuge island is proposed to be installed at the current crosswalk near the Four O'clock ski run and bus stop in an effort to improve safety at the crosswalk.

### **Renaming of W. Washington**

In an effort to provide better way finding to the Riverwalk Center, Staff is proposing that with construction of the roundabout the name of W. Washington Avenue be changed to Riverwalk Lane. Staff has researched the adjacent properties and found that there are no addresses on W. Washington Avenue. Staff is asking for Town Council comments on the proposed name change.

### **Roundabout Landscaping**

With the conceptual layout of the roundabout complete, Staff and the design team have begun to look at landscaping options for the proposed roundabout. In developing landscaping options for the new roundabout Staff will consider many design parameters in the selection of the landscape features. These considerations include items such as the relative location in Town, relation to the Riverwalk Center, relation to adjacent properties and landscaping, possible locations for art, maintenance of the roundabout and sustainability of the landscaping at a reasonable level of service.





Staff will present to the Town Council at the work session a pallet of landscape materials and finishes proposed to be used at the roundabout and will be asking for feedback from the Town Council members. The included artist perspective of the roundabout is a very conceptual view and is expected to be refined from comments received from Town Council and Staff. The view does however show the relative size and configuration roundabout.

### **Estimated Project Schedule**

Conceptual Design: Completed December 2012

Design Development, CDOT Approval and Final Design: Winter & Spring 2013

Phase 1 Construction (Relocation of utilities): Summer & Fall 2013

Phase 2 Construction (Roundabout): Spring 2014

## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Rick Holman, Assistant Town Manager  
**Date:** December 5, 2012  
**Subject:** Summary of Applications for Use of Non-programmed Space in Harris St. Community Center

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In October, the Town Council directed staff to prepare and release an application for use of the non-programmed spaces in the Harris Street Community Center. At that time the Council identified the following as priorities for consideration of use of the space:

- Type of work being performed; is the applicant providing a service to an underserved population in Summit County?
- Applicant's ability to generate foot traffic through the door; how many people utilize this service provided by the applicant?
- Is the type of work/service being proposed compatible with this "historic" center that is being developed?
- What is the applicant's ability to pay a monthly fee for use of the space?

The application period closed on December 1<sup>st</sup> and the Town received a total of 8 applications for consideration. Attached to this memo are two summary sheets outlining the applications and their ranking based on a review of the established criteria. The applicant with the highest ranking is listed on the top of the first attachment followed by the others in descending order. The ranking is somewhat subjective based upon perceived use of the space and hopefully will serve as a starting point for discussion with the Council.

Staff is not looking for a final decision on the tenants at this time from the Council, but we are seeking direction to narrow down the list. Obviously we do not have enough space to meet everyone's needs and some applicants meet the established criteria more than others. At the work session on December 11<sup>th</sup> we would like to have some discussion on identifying those top organizations so staff can perform a fit test. Staff will then meet with the architects to conduct a programming analysis for the proposed use and see how we might maximize the use of available space and tenants (this is part of the scope of work built into the architect's contract). The outcome of that analysis will be brought back to the Council at a later date for a final review.

**Harris Street Building Applications for Available Spaces**

Organization	Space Desired	Proposed Use	Criteria Ranking			
			1 - Low	2 - Medium	3 - High	
			Meets Service Need	Generates Foot Traffic	Compatible To Use	Ability To Pay
<b>Summit Combined Housing Authority</b>	2,000 square feet. Four full-time office staff; one part time contractor. They currently occupy 858 sq ft at Schoonover	Public reception area; Open work area (space for two desks and customer chairs); Conference room; One private office for administration; One private office for bookkeeping and secured file storage; One private office - Executive Director space; organization currently serves over 1000 local homeowners in the County. Buyer classes along with Lunch-n-Learn classes could be held in community room	3	2	3	3
<b>Breckenridge Heritage Alliance</b>	750 square feet. First choice is the middle room on the top floor; second choice is the north room on the top floor.	One room on third floor for a Summit County Archive and Meeting/Reading Room. Will house original archival materials (including maps, photographs, historic newspapers, glass plate negatives, rare books and videos). Clear display cases featuring S.C. artifacts and memorabilia. In the center of the room, a large table will provide space for a staff member to catalog materials, for the public to conduct archival research (under supervision of a staff member) and for small meetings and gatherings.	2	3	3	2
<b>The Summit Foundation</b>	1,400 square feet. Five full-time office staff.	Office space for five full-time office staff. Provides grants to more than 85 non-profit organizations and scholarships to more than 60 students to attend college. Premier philanthropic organization in Summit County. Primary use will be office space, may not generate a lot of foot traffic into the community center. They are willing to look at some shared copy/work space with another group.	3	1	3	3
<b>Summit Community Care Clinic</b>	Flexible on space requirement - ranging from one office to multiple rooms. Space would dictate programs offered and use of space.	Depending on amount, space could be used as an eligibility and patient navigation office with two employees. More space could offer eligibility, health coaching, patient navigation and additional behavioral health/mental health appointments. Optimum usage (2-4 small rooms) could have one medical exam room, one dental exam room and one room for patient navigation/health coaching.	3	2	2	2
<b>Breckenridge Public Art Commission</b>	750 square feet. Used as gallery space. If they don't get dedicated gallery space in a room, applicant would like to work with interior design and BHA to coordinate art displays throughout hallways, common space in building.	Would like to create a community gallery that showcases local artists and artwork made in the Arts District. On the second Saturday of each month the gallery would host artists receptions. The space would utilize a flexible and secure wall mounted hanging system along with pedestals and/or glass display cabinets to allow visitors to enjoy the artwork without the gallery having to be manned all the time. In addition, the BPAC would like to coordinate some displays throughout the building.	1	3	2	1

**Harris Street Building Applications for Available Spaces**

Organization	Space Desired	Proposed Use	Criteria Ranking			
			1 - Low	2 - Medium	3 - High	
			Meets Service Need	Generates Foot Traffic	Compatible To Use	Ability To Pay
<b>Breckenridge Festival of Film</b>	Minimum 175 Square feet. Can share with another organization. 4 regular volunteers and/or paid staff (possible in the future). Some administrative work performed year-round but most busy during fall film festival time	This space would serve as the primary administrative office for the organization - a place to work and plan together; conduct general operations; receive visitors; meet with volunteers and donors; coordinate programming, marketing, and fundraising activities; and provide storage and access to films for volunteer reviewers and filmmakers. The Festival has not had an office presence in Breck for years and this work is currently done out of their homes.	1	1	2	1
<b>Backstage Theatre</b>	2 storage rooms (currently renting) and 1 office, 750 sq ft each. Space for three staff members and assorted Board members.	This would serve as an off-site office to the Backstage Theatre and the two additional rooms requested would be used to store costumes, props, set furniture, etc. The Backstage is currently pay \$150/month to rent 2 rooms in the building and they will lose that storage space in July when construction starts. The office space would be used for day to day business and artistic operations of the Theatre.	1	1	2	1
<b>Cooke Yoga</b>	690 sq. ft is the current size of the yoga/dance studio space - Any of the four rooms would work although rooms with natural light and passive solar is preferred.	This organization offers yoga through the Center for Life Long Learning to the community every summer, fall, and spring semester. Applicant is proposing approx. 6 hours of yoga each week, classes usually have 10-20 students. Wants the use of this space to be considered as part of the Town's agreement with CMC to provide dance space for a 10 year period. This applicant use to rent space in this building from the Town for yoga but no longer does that.	1	2	1	1