



**BRECKENRIDGE TOWN COUNCIL WORK SESSION**

Tuesday, July 22, 2014; 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>	
		Town Ethics Ordinance	<b>16</b>
		Base 9 Development Agreement	<b>29</b>
		Amendment to Liquor Fine in Lieu of Suspension Ordinance	<b>43</b>
		Date Change Ordinance for Existing Marijuana Establishment in Downtown Overlay District	<b>48</b>
		Naming Policy Resolution	<b>51</b>
<b>3:45-4:45pm</b>	<b>III</b>	<b><u>MANAGERS REPORT</u></b>	
		Barnhart Communications Creative Presentation	
		Public Projects Update	<b>56</b>
		Housing/Childcare Update	
		Committee Reports	<b>59</b>
		Financials	<b>60</b>
<b>4:45-5:30pm</b>	<b>IV</b>	<b><u>PLANNING MATTERS</u></b>	
		Sign Code - Sandwich Boards	<b>71</b>
<b>5:30-7:00pm</b>	<b>V</b>	<b><u>OTHER</u></b>	
		Restrictions for Marijuana Businesses in Downtown Overlay District	<b>85</b>

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:** Peter Grosshuesch, Director of Community Development

**Date:** July 16, 2014

**Re:** Planning Commission Decisions of the July 15, 2014, Meeting.

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**DECISIONS FROM THE PLANNING COMMISSION AGENDA OF July 15, 2014:**

CLASS C APPLICATIONS:

None.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

1) Breckenridge Distillery Phase 3 (MGT) PC#2014036, 1925 Airport Road  
Construct an 8,333 sq. ft. addition to the existing commercial building, including space for storage, retail, bar, tasting room, catering kitchen and a courtyard for outdoor seating with a “steel barrel” burning top half of a gas fire pit, new restrooms, and an optional attached cigar shack. Approved.

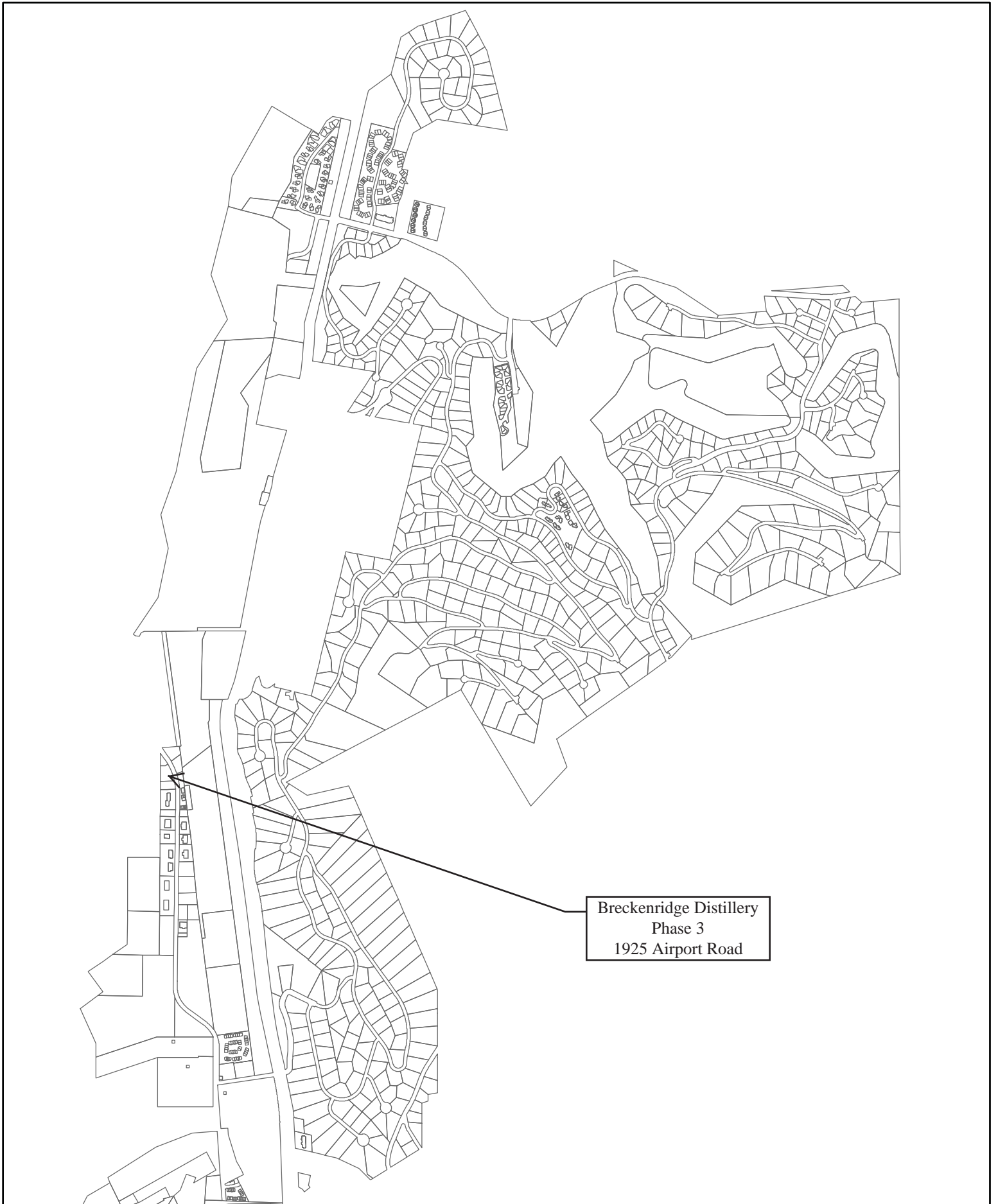
2) The Elk Permit Renewal (MM) PC#2014041, 103.5 North Main Street  
Renewal of an existing permit (PC#2011001) to construct a new, 1,552 sq. ft. mixed use building with commercial / retail and workforce housing uses and add an additional variance from Priority Policy 80A. Approved.

TOWN PROJECT HEARINGS:

None.

OTHER:

None.



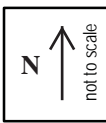
Breckenridge Distillery  
Phase 3  
1925 Airport Road



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

# Breckenridge North





# Breckenridge South

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.



## PLANNING COMMISSION MEETING

The meeting was called to order at 7:01pm

### ROLL CALL

Jim Lamb	Eric Mamula	Kate Christopher
Gretchen Dudney	Ron Schuman	Eric Mamula
Dan Schroder	Dave Pringle arrived at 7:04pm	
Ben Brewer, Town Council liaison		

### APPROVAL OF AGENDA

With no changes, the July 15, 2014, Planning Commission Agenda was approved as presented.

### APPROVAL OF MINUTES

With no changes, the July 1, 2014, Planning Commission Minutes were approved as presented.

### TOWN COUNCIL REPORT:

Mr. Brewer:

Marijuana is the most significant thing that occurred at our meeting. I would like to hear the Commission's opinions. There is no support on Town Council for anything that would make it in your face on Main Street or change the character on Main Street. There is also a sense that retail marijuana on the second floor would have to be within certain parameters. One shop has been working on Main Street; it has been there last few years and has not caused any public safety issue. Discussion we are currently having is pretty hot right now. I received more email on that issue than most. (Mr. Schroder: People are writing in Daily that they are not coming any more (to Breckenridge) because of marijuana but it is part of the national culture now.) People fear that people who spend \$10,000 on a ski vacation are going to have marijuana in their face. Council is split 4-3 on this issue. I would like to get your individual feedback on the issue to take to Council as well tonight. (Mr. Mamula: Council should wait and see; let the guy on Main Street extend for one year. Signage you can argue in your face or not. Concerned about driving up price of retail space; these vendors are willing to pay more than others, will misplace retail. I engaged the public daily and I have heard more since that TC meeting on a daily basis not one person for putting in more MJ retail spaces. Everyone dead set against it which surprised me. I don't think we have enough information. Is guy on Main Street doing that much better than those elsewhere, is that right? Is it that much better on Main Street? It hasn't caused any problems but there was no defining what that meant. There was no concrete proof other than we think it's a good idea because it's more fair. It is easy right now to say let's wait and do no damage but if we say ok, then we have done the damage and can't go back. Precarious situation to go into with no information.) Not just that these people are nice guys, they run a tight ship, they educate the public. For a regular tourist who comes here and heard it's legal; where do I go, what's legal? I have no idea how well they run their business. They are very good at educating their customers and that everything they are doing with their customers is legal. Point two: alcohol is a huge safety issue. Alcohol probably costs our town millions of dollars a year to deal with all the issues. The point about marijuana - it has not caused any problems; eventually we will have a marijuana entity that will go the legal route. It's much more complicated. (Mr. Schuman: My personal thought is I am against it; if I was king, we would have a dry town marijuana wise. There has to be some legislation as far as the tourist community. Less on Main Street is better. Is Airport Road the answer? Don't know. Like the idea of waiting and seeing. I didn't know we were going to discuss this tonight; I haven't given it a lot of thought, but less visibility on Main Street is better and Airport Road is better.) (Ms. Christopher: My experience is face to face at the Welcome Center; we get a lot of questions.) The nature of those questions? (Ms. Christopher: Responsible people asking where do we get it? I direct them to Main Street and Airport Road. Obviously if they are on foot to Main Street.) (Mr. Lamb: This is a social experiment; like Mr. Mamula, I like the wait and see. Some of letters Council is getting remind them that in other states it is legal. I didn't even know the Breckenridge Cannabis Club was there. I like idea of restriction to second floor; I think that is a better option.

It might be a concern of getting out of control, but it hasn't so far.) The landlord of that space said the space was vacant for 8 years. (Ms. Christopher: On that note, people who get directed to the BCC come back because they can't find it.) (Mr. Mamula: That was an odd comment; I have second floor space that has been leased all the time, maybe she didn't want to remodel it to office.) Are second floor spaces more difficult to rent? It would be good to talk to people like Turk Montepare to find out. (Mr. Schroder: As far as alcohol, we had prohibition and then that moved forward. We have four liquor stores in town, none are on Main Street. We have a brewery on Main Street. Let's not be hypocrites, let's open the whole thing up.) (Mr. Pringle: I'm conflicted on this. Would like to let the whole thing alone; without the headlines and hoopla it was going along just fine. I worry about as a policy maker the unintended consequences; these people are flush with cash. Park County is anticipating a significant number of grow operations over there. That inventory needs to go somewhere. At one time this town was nothing but t-shirts and trinkets. We wanted to diversify our businesses. I'm not sure if we open it up to anywhere on Main Street, will it start to grow and become the prominent industry? I hear there are a lot of people coming into the state because now they can use marijuana recreationally without any problem. I don't know; I kind of take the same track as Mr. Mamula; once we open it up it will be hard to turn off. I thought we did good to allow medical on the second floor. I just don't see that you can stop this thing once it gets going. My feeling is we don't know enough; maybe the other states won't approve and we will still be the novelty.) (Mr. Lamb: They'll see the novelty.) (Mr. Pringle: Maybe; maybe a different federal administration will see it differently.) (Ms. Dudney: I am going to go down the list. The alcohol is not a reason voting for it. You control where alcohol is located; you can do the same with marijuana; some people say they are free market people, everyone has a right to do what they want, to an extent but not at the cost of neighbors. They can pay more rent, you don't want them pushing out the retail. They put out information; we can do that at the welcome center. Not fair to let BCC stay on Main Street; not fair to close them down, but you did that to the others a year ago, not fair now to not close them down. Either you open it up or you close them down there. What I would do is allow it on Main Street to a greater extent but I would restrict it and enforce it. Not one half story up, not in basement, only on second floor. I went to Red Rocks and I will not go back, I've never been around anything like that. It was just a folk band, oh my god, it was really invasive, you were not supposed to smoke there but there was no enforcement. There were no police at all-pregnant woman and kids all over the smoke. I think really, really if you enforced it and limited it. You can't just let BCC stay and not let anyone else be there too.) (Mr. Lamb: Does that help you?) It really helps me a ton.

We also talked about Town Ethics Ordinance; we are adopting an improved ethics ordinance. Town Attorney Tim Berry wrote the criteria about when one should be recused more clearly.

We passed the Maggie Point deed restriction.

We got an update on public projects. We get one every meeting now because there are so many of them. (Ms. Christopher: What about the Highline Railroad Park?) That is almost done. (Ms. Christopher: That is the most frequently asked question by young guests.) (Ms. Dudney: What about the other park?) The contractor on that couldn't come in anywhere close to a reasonable price. I think the Town is going to take that over and save that money. (Mr. Pringle: The Town can do it cheaper than contractor?) Yes. (Mr. Grosshuesch: You can probably save 30% by general contracting yourself.)

(Mr. Mamula: Have you gotten an update on the disaster of Highway 9?) It has to be redone before the snow flies. This was a two year contract. They took liberties last summer to their detriment this year. They have made progress, but we are crossing fingers and toes. (Ms. Dudney: Tiger Road to Farmers Korner; it was a four lane road now they ripped that up?) It's going to be beautiful if you like highways. There will be a roundabout at Fairview. I have seen plenty of cars t-boned at that intersection. (Mr. Lamb: I heard they just got it done and now are fixing it for the final.) It's a CDOT project. We did try to get them to raise the bridge; it should be higher for the huge elk habitat on either side. We hope the underpass will be used by them. We have two seasons here Breckenridge ski season and summer road construction. (Mr. Mamula: Just before 4<sup>th</sup> of July it was taking 5 hours from Denver and most of that was Highway 9. We will lose customers because of that.)

The last thing is that we discussed was the library operating hours. When Harris Street is done, the Town is hoping library hours will be expanded. Hours weren't working so Scott Vargo, the Assistant County Manager,

came and talked us through it; sounds like we are going to be working together. Key card system so community rooms can be used even when library is closed.

**WORKSESSIONS:**

1) Condo-Hotels (JP)

Ms. Puester presented. This is the follow up to our last worksession on June 3. We are looking at the definitions and the ability of those existing to adhere to the definitions; those that got density bonuses and higher multipliers than a condo as incentives for short term lodging. A lot of the requirements are seen as no longer needed and outdated. Recreation amenity packages are more important than others (example of 24 hour front desk). Really difficult for smaller condo hotels to maintain those facilities currently required. At the June 3 meeting, the Planning Commission was in general agreement that the definition should be revised, simplified by combining condos and condo hotels into one simpler definition and providing for one density multiplier. Condo hotels and condos can both be rented out. Planning Commission asked what are we seeing for numbers? I talked to a lot of condo hotel operators, big and small, about 40% year round occupancy in small lodges; larger were 45 – 60% and are seeing their numbers go up again. You are not going to get the 100% in product because of the huge variability in our seasons. Staff would like to maintain hotels as a separate definition. We saw that a product of a hotel which has a single ownership is a different animal than condos or condo hotels that can be owned by many owners. Brings forward a different kind of clientele we are lacking, like those who are loyal to Hilton or Hyatt brand names.

Staff provided the current definitions and density conversion table for condo, condo-hotels and hotels, as well as the following questions below, to assist the Planning Commission in their discussion.

- Did the Commission support a combined definition of condo and condo-hotel that eliminates the requirements for a 24 hour front desk, a central phone system to individual rental units, meeting rooms or recreation and leisure amenities, and food services? Should recreation and leisure amenities continue to be required?
- Should the 1,200 square foot density multiplier apply to both condominiums and condo-hotels?
- Would the Planning Commission support keeping the hotel/lodging/inn with the current definition, which no kitchens of any kind in the units (means there could be microwave, refrigerator, sink, but no stovetop or range as currently defined), a twenty four (24) hour front desk check in operation, a central phone system to individual rental units, meeting rooms, food services, and recreational or leisure amenities?
- If a separate definition, should hotels maintain the 1,380 square foot multiplier?

With the Planning Commission's direction, staff would like to return with draft code language at another meeting.

*Commissioner Questions / Comments:*

Ms. Dudney: Why would you permit kitchens? (Ms. Puester: For hotels?) Yes. (Ms. Puester: That is definition we have now, asking that to the Commission, do you want to allow for more of a kitchen? Higher density multiplier for hotel. When it was originally drafted, the thought was that if you are not cooking in your room you are going out to eat.) You are forcing people to go out to eat.

Mr. Brewer: Having those units individually for sale. (Ms. Puester: If you think of Embassy Suites with a refrigerator, sink, microwave but no cook top or oven, it is different product.)

Ms. Dudney: But things change.

Mr. Pringle: Cannot be subdivided down the road. (Ms. Puester: Yes, there are also hotel products that have it; Residence Inn)

Ms. Dudney: 1. I am in favor of combining definition of condos and condo hotels and in favor of eliminating the 24 hour front desk and central phone. I am in favor of eliminating

requirement for leisure. It's a market thing. 2. I agree with 1,200 square foot density. 3. I am against requiring no kitchens. Just had presentation from BML that has kitchens. Wondering whether you should consider central reservation and one ownership. 4. I agree with 1,380 square feet for hotel.

Mr. Pringle: 1. If we combine condo and condo hotel together we will never see condo hotels because there is no impetus. This was a hotel that could be condominiumized not a condo operated as a hotel. If you combine condo and condo hotel as one and eliminate all amenities, that is fine. You should go back to 900 square foot SFEs for condo/condo hotel. 1,200 square feet was the incentive. Let's go back and look at mass bonus incentive that we gained. If we are going to combine condo and condo hotel call it what it is condo, 900 square feet. That answers 2 also. 3. I think the kitchen thing is not as important to me as maintaining single ownership. Still is under single ownership and operation. (Mr. Steve West: If you go through SEC registration, you can sell them off individually but not sure the town should be getting into that.)

Mr. Brewer: That would apply to Vail Resorts; they are a public company.

Mr. Pringle: My biggest concern is if you give someone amenity and square foot bonus, we need to make sure they can't subdivide.

Mr. Schroder: 1. 1,200 square feet seems amenable to me; ok to combine condo and condo hotel.

Mr. Pringle: We have to be thinking about the 1,200 square feet both ways; pushes up density we have to be considerate of. (Ms. Puester: Just want to note to all that the timeshares in town have been processed as condo hotels; 1,200 square foot multiplier with kitchens.)

Mr. Schroder: We want a little elbow room; I want to go somewhere a little nicer. Amenities don't have to be part of this; don't support front desk in the definition, simple.

Mr. Lamb: 1. I support eliminating the front desk; combining condo and condo hotel is a great idea. 2. If amenities go away, should go back to 900 square feet, maybe 1,000 square feet if we remove amenities we should go back down to 900. 3. I like keeping hotels at 1,380.

Ms. Dudney: Aren't amenities not included in density, just mass? (Mr. Grosshuesch: He's got a point if you choose not to build the amenities, why do you get the higher multiplier? The amenities are what sell these projects.) We are not prohibiting the amenities. (Mr. Grosshuesch: The amenities cause hot beds to be filled.) Then town is getting into business.

Ms. Christopher: 1. In agreement with all those lean more towards Mr. Lamb and Mr. Mamula; it seems like amenities equals incentivation. 900 or 1,000 square feet unless amenities are included. I have no opinion on the kitchens. Yes on the last one.

Mr. Schuman: 1. I do support combining. 2. If we do combine, we should limit density to 1,000 square feet. 3. I like current definition and all amenities mentioned there. I would like to see covenant go to hotel so not broken up. 4. I do support the 1,380 as a hotel multiplier.

Mr. Mamula: We can't combine condo and condo-hotel and then tell them they get a bigger multiplier. It leads to potential of filling in a swimming pool in 30 years. I say we call them condos and give them 1,200 square feet. You let the operator tell you what he needs to do to make that viable in today's economy. You have to put in a pool you have to have amenities or you are not going to rent your space. Unless you are building just 6 units, you are not building 150 units without amenities problem takes care of itself. I'm ok with hotel thing, but definition needs a lot of work. Jack Wolfe told us you can buy a room in a hotel. I know there is disagreement between Mr. Pringle and Mr. West. We need to next work on the hotel def because in five years we are going to have the same issues we have now with condos. Has to be something with whole ownership; I don't know how we do that. We probably say they have to buy TDRs if they change it. You call it an SFE per room or some penalty that makes it really restrictive. I think getting rid of this in 2014 is the right thing. The market will take care of things like pools and weight rooms. I say we call it condo get rid of everything else. I am good with 1,200 square feet; I say we work on definition of hotel. If we had all hotels that would be great; they get the kind of turnover that is the hot bed. Is 1,380 enough maybe



- 1,400.
- Mr. Pringle: One follow up question: how do we address the Grand Lodge on Peak 8?
- Mr. Mamula: They wouldn't be doing anything different right now. They take their 1,200 square feet; that is their model.
- Mr. Pringle: But I remain skeptical; I have seen the market do different things.
- Mr. Mamula: Then in 15 years we can do this again.
- Mr. Brewer: I think the 1,200 square foot multiplier has the ability of changing minds of guests. 900 square feet causes those developers to come to Town Council and get a development agreement.
- Ms. Dudney: That is not how big the units are; it is the multiplier, they can split all that square footage up into whatever size units they want-it's the density on the whole property.
- Mr. Lamb: Sounds like you are in agreement it should be one number.
- Mr. Brewer: I think it needs to be something agreeable. I have to say it may be the case today that the market demands those amenities but I really don't think that it is; I think that is something that is changing under our feet. I think that I can envision a developer building a project with no amenities because it's Breckenridge and there are plenty of college kids who will rent a small place to sleep.
- Mr. Mamula: What's wrong with that?
- Mr. Brewer: Don't really want to get into what's wrong with that.
- Mr. Mamula: Some build amenities some don't.
- Mr. Brewer: I am going with my vision for Breckenridge: higher amenities, longer stays. Really our future is in the quality of the experience for the guest. You can't cram all that many more people on an already busy day in Breckenridge; there are 30 of them a year now where you can't cram another person in here. At a certain point there won't be a lot of growth in volume. Need better product, higher quality.
- Mr. Pringle: One thought: if you separate the difference between 1,200 and 1,380, you really don't incentivize a hotel. Development of property is going to take path of least resistance. In right market you will never see a hotel. But if you keep square footage as part of the incentive, you have no true hotel in operation here. Developer will take path of least resistance. There is a bigger difference between 900 and 1,380.
- Ms. Dudney: Developers build hotels because they want a long lasting investment. They build condos because they want in and out. It's what the developer wants. It's expensive to build condos.
- Mr. Pringle: I draw on my experience.

Mr. Lamb opened to public comment.

Mr. Steve West: I don't disagree with Mr. Pringle about the history. I represent a couple of people who own last development areas in town. For 30 years we have had a Town that has not enforced any of the condo hotels that they got their incentive, after building, the developer abandoned those requirements within weeks or months. If you use the 900 square feet, you will not get any development. If you get rid of it, you need to keep the multiplier at 1,200. It seems to me we ought to be a little more creative. Leave the 900, then give them a plate of amenities to get on a sliding scale to get up to 1,200. Why don't we do a definition of time share? Those guys call it a condo hotel to get it passed. Better quality better amenities; get rid of silly stuff that isn't working. Places that have hot tubs and workout rooms work; get rid of central phones. Meeting rooms once you get them are never used. I think the definition has worked out poorly; no one is building condos. Hotels are much more modern, little kitchenette units that are really cool. I think about what hotels are. I think like Mr. Mamula; the multiplier ought to be a little bigger. It's just a different model. We have a Double Tree. One building Vail owns in the Village is a pure hotel. Little place on north of town (Breck Inn) built by Luis Alonso is a hotel. They might not work well but they are.

There was no more public comment.

*Commissioner Questions / Comments (Continued):*

- Mr. Pringle: I agree with everything you said except 900 to 1,200; it's so easy to get 1,200 and we never enforced it after it was built.
- Mr. Mamula: My problem with amenities is you are still in the same position. We had a guy the other day who wanted to get rid of his hot tub to build a place for his manager. You have to enforce this. I am trying to get away from something you need to enforce. (Mr. Grosshuesch: You are enforcing with people who have no idea what they have bought into. Code enforcement officer knocks on the door and says you have to have phone system and front desk or give back your density.) You have to figure out a way to make them honor this in perpetuity and I don't think you can.
- Mr. Pringle: I don't want to run out the Grand Lodge on Peak 7 and Peak 8; their product is working.
- Mr. Mamula: Those guys are not going to become condo guys. They sell that thing 52 times; it makes way more money than selling it once.
- Mr. Pringle: A few years ago time shares were not what we wanted. What we design today is vastly different from then.
- Mr. Mamula: There is a difference between enforcing when they walk in the door and try to change something. I am saying it is challenging to stay up on this and we need to be careful about creating that again. (Mr. Grosshuesch: Our concern is we don't set up a new requirement that is unenforceable.) (Mr. West: I am perfectly happy with Mr. Mamula's solution, but I am not happy with you going back to the 900 square feet, which was never actually used and would create a major hardship for those with development rights left.)
- Mr. Lamb: I am hearing now that we're mostly in agreement there should be one number. We are going to clean up the condo hotel definition; any traction on sliding scale? (Ms. Puester: As Staff, we have concerns with a sliding scale based on amenities that people can get rid of later.)
- Mr. Pringle: How do we get a number? It has implications all the way down the development code. That's a problem when they come in.
- Mr. Lamb: Traction on sliding scale? (The Commission stated no, they did not agree with a sliding scale.)
- Mr. Pringle: Be careful about throwing more density in a project.
- Mr. Lamb: I think we are in agreement for eliminating amenities and combining condo with condo hotel.
- Mr. Pringle: Check mass bonus they got.
- Ms. Dudney: Question whether condo/condo hotel gets 1,200 square feet?
- Mr. Lamb: Moving amenities; 1,200 square feet has not done any damage which we said is what we have seen so far in town.
- Ms. Christopher: I agree now, I change my opinion to the 1,200 (rather than 1,000 previously stated).
- Mr. Pringle: Bump density. Trying to make sure we have a big enough difference between incentive for condo vs. for hotel.
- Mr. Mamula: Does hotel work in our Town? Hotel might just not work here. Needs greater occupancy to work. (Mr. Grosshuesch: Triumph says it will work. Prior to Triumph, I was skeptical but they walked in here and said they want to do it. It apparently does work. They want more density though; the operators, they achieve an operating efficiency over a certain number of units. Optimal level of staffing. Density bonus improves that entitlement to make that work.)
- Mr. Lamb: Hotel might help dead seasons. They just give rooms away or have a conference of oral surgeons up here. Go to some resort town and they are the only people here. (Mr. Grosshuesch: I got a call today from someone looking for a pure hotel site.)
- Mr. Pringle: We have all seen success of time shares. How many of those people are going to come back here year after year after year?
- Mr. Lamb: Ms. Puester, do you have what you need? (Ms. Puester: I think we have a majority to combine to 1,200, separate hotel, redo both definitions. Note that a large project will still

build amenities. Smaller projects you will not see those packages which they abandon now anyway, not much difference in end result. The Tyras at 1,200 square feet that abandon their amenities now.)

Mr. Pringle: We need to be careful of building condos that family never comes but twice a year. Need to be careful of that ghost project like in Telluride.

Mr. Mamula: The Highlands is an example of that, and that impact to Town is substantially greater at a low density.

Mr. Lee Edwards: What is the next step? (Mr. Grosshuesch: We will go to Town Council.) Will that be a work session too? (Mr. Grosshuesch: Yes.)

The Commission took a five minute break.

### **FINAL HEARINGS:**

1) Breckenridge Distillery Phase 3 (MGT) PC#2014036, 1925 Airport Road

Mr. Thompson presented a proposal to construct an 8,333 sq. ft. addition to the existing commercial building, including space for storage, retail, bar, tasting room, catering kitchen and courtyard for outdoor seating with a “steel barrel” burning top half of a gas fire pit, new restrooms, and an optional attached cigar shack. There would be a covered loading dock on the rear side of the building; the end of the loading dock will be open air for ease of trucks entering the area. A material and color sample board was also presented.

On May 20, 2014 the Planning Commission heard a preliminary hearing on this application. There were four questions the Staff asked the Planning Commission at that meeting.

1. *Did the Planning Commission agree with negative three points (-3) points under Policy 33R for outdoor heated delivery dock and gas fire pit?* The consensus of the Planning Commission was that while it is a safety issue with heating the loading dock, the Code, and precedent, dictates that negative two (-2) points are warranted for the heated outdoor space and negative one (-1) for the outdoor fire pit, for a total of negative three (-3) points.
2. *Did the Planning Commission agree that the chimney/cupola elements on the elevation do not break up the roofline that is over 50’ (designed at 125’ in length) per Policy 6R?* The Planning Commission consensus was the long unbroken roofline of over 50’ in length warrants negative one (-1) point.
3. *Did the Planning Commission find the placement of the northern driveway right on the property line acceptable?* The consensus of the Planning Commission was to try and work with the neighbor to the north to come to an across property line agreement; if no agreement could be reached, the Commission indicated they do not have a major issue with this driveway location. The applicant has contacted the property owner to the north, but at this time no agreement has been reached. Staff believed the existing location of the driveway is acceptable. The applicant has contacted that property owner, but at this time no agreement has been made.
4. *Did the Planning Commission agree with positive points for parking out of public view behind the addition?* The Commission was split on the positive points for screening all parking from public view. The Commission asked Staff to research whether other properties on Airport Road were awarded positive points for parking out of public view. Staff has done this research and has not found positive points awarded for parking out of public view on Airport Road. Furthermore, some of the parking will still be visible when driving south on Airport Road. Hence, Staff did not support positive points for placing all parking out of public view.

The density number has stayed the same from the previous meeting. Employee housing is staying the same. The architecture has stayed the same.

Staff believes the application warrants negative three (-3) points under Policy 33/R for excessive energy use; negative one (-1) point under Policy 6/R for a long unbroken ridgeline over 50’ in length; and positive four

(+4) points under Policy 24/R for providing at least 6.51% of the project density in employee housing, for a passing point analysis of zero (0).

Staff requested Planning Commission input on the point analysis as presented. Staff recommended the Planning Commission approve PC#2014036, Breckenridge Distillery Phase 3, located at 1925 Airport Road, Lot 1BC, Breckenridge Airport Subdivision, with the presented Findings and Conditions.

Mr. Thompson introduced Mr. Dan Farber, Architect and Mr. Daniel Teodoru, Attorney.

Mr. Daniel Teodoru, West Brown, Attorney for the Applicant: One thing we did submit a letter clarifying some of our positions. Our request would be in terms of the driveway and the safety of heating it. In terms of parking, we tried to make sure we have that parking properly screened. Want to thank staff for their cooperation and work on this project.

Mr. Lamb opened the hearing to public comment.

Mr. Lee Edwards, property owner across Airport Road: Could we have the Staff flip through the sheets so we can see what the Commission is looking at in terms of elevations? (Mr. Thompson showed the plans to Mr. Edwards.) Is there a picture that shows all the phases? (Mr. Thompson: Yes, here it is.) How does this structure relate to the addition that was just completed? (Mr. Thompson: Demonstrated on the plans that the new addition will be less tall than the second phase addition.) I will report back to my Board that the eave on the existing building is lower than the new addition. (Mr. Thompson: Yes it is lower). Was there any additional density transferred? (Mr. Thompson: They will transfer 376 square feet of density through the TDR program.) Thank you very much.

There was no further comment and the hearing was closed.

*Commissioner Questions / Comments:*

Mr. Pringle: I appreciate the effort; I wish you could have stepped down the roof line. You show us cupolas on this building. What we have here is a better solution. Dropping the corners is a better solution.

Mr. Lamb: Yes, but it passes the point analysis.

Mr. Pringle made a motion to approve the point analysis for the Breckenridge Distillery Phase 3, PC#2014036, 1925 Airport Road. Ms. Christopher seconded, and the motion was carried unanimously (7-0).

Mr. Pringle made a motion to approve the Breckenridge Distillery Phase 3, PC#2014036, 1925 Airport Road, with the presented findings and conditions. Ms. Christopher seconded, and the motion was carried unanimously (7-0).

**COMBINED HEARINGS:**

1) The Elk Permit Renewal (MM) PC#2014041, 103.5 North Main Street

Mr. Mosher presented a proposal to renew the existing Development Permit, PC#2011001, for an additional 3 years with the addition of a new request to include a second variance. PC#2011001 expired on July 12, 2014; however, the application for renewal was submitted on May 20, 2014, so the applicant did meet the deadline to request the renewal.

Mr. Craig Burson, Applicant, and Ms. Janet Sutterley, Architect for Applicant, were not present at the meeting.

The original request was to construct a 1,902 square foot mixed use building with commercial/retail and

workforce housing uses. A 495 square foot garage is located at the rear of the lot. The commercial/retail use occurs on the front portion of the site on three levels (one below grade). The residential, workforce housing, is below grade, beneath the garage, at the back portion of the site. A variance was also sought under Policy 24 of the Development Code, The Social Community, for non-compliance with Priority Policy 80A of the Handbook of Design Standards for the Historic and Conservation Districts: “Use connectors to link smaller modules and for new additions to historic structures”.

A second variance is also sought under Policy 24, Absolute, of the Development Code, The Social Community, for non-compliance with Priority Policy 80A of the Handbook of Design Standards for the Historic and Conservation Districts: “A connector shall be visible as a connector. It shall have a simple design with minimal features and a gable roof form”.

Priority Policy 80A, “Use connectors to link smaller modules and for new additions to historic structures” functions as an Absolute Policy under Policy 24. With the exception of the two separate issues regarding the connector that require variances, Staff had no concerns with the renewal application. Staff was supportive of the two variances as described in the Findings and Conditions.

The applicant and agent have been working with Staff and the Commission to create a building that should enhance the Historic District and provide a new structure that complements the historic character of Main Street. Staff had two questions for the Commission:

1. Did the Commission support the request for a variance from Priority Policy 80A, “Use connectors to link smaller modules and for new additions to historic structures”?
2. Did the Commission support the request for a variance from Priority Policy 80A, “A connector shall be visible as a connector. It shall have a simple design with minimal features and a gable roof form”?
3. Staff suggested the shed porch on the upper level deck be removed to allow a clearer interpretation of the partial gable roof form for the connector. Did the Commission concur?

Staff welcomed any additional Commission comment. Staff advertised this as a Combined Preliminary and Final hearing as the issues related to the proposed project are such that no useful purpose would be served by requiring two separate hearings. If the Commission believes this proposal needs additional discussion, Staff requested the proposal be continued to a future hearing date.

Staff recommended the Commission support The Elk, Mixed Use Building and Two Variance Requests, PC#2014041, 103.5 North Main Street, by endorsing the Point Analysis showing a passing score of zero along with the presented Findings and Conditions which include the variances requests.

*Commissioner Questions / Comments:*

Ms. Dudney: What could be the rationale for a variance to allow this railing (instead of the roof) as the applicant really wants...because of the language? (Mr. Mosher: Either would need the variance, however, making efforts to meet the policy with the roof design is also important.) You have to have a variance anyway. (Mr. Mosher: Staff felt pretty strongly that this design better met the intent. If you imagined it as you are walking by, what’s driving these impacts now is plan of the first variance.)

Mr. Pringle: The reason why it’s a bigger connector is we are protecting it. It made more sense to move the wall out to protect the Gold Pan. (Mr. Mosher: This connector is flat so all the water is not shedding to the historic property to the south.)

Mr. Dudney: With the fake gable, where will the water shed? (Mr. Mosher: To the north with gutters and downspouts if needed.)

Ms. Christopher: And the gable, did the applicant propose that? (Mr. Mosher: With staff direction.)

Ms. Dudney: Is the reason they don’t want it because they can’t put a deck there? (Mr. Mosher: The deck

- will still be there, just behind the false roof.)
- Mr. Mamula: So in the end, this is not a connector at all? (Mr. Mosher: The north side is; the south is not. They kept the module sizes to Code with two large portions connected with a smaller.) If module size is what it is, they would have small side yard, which is normal for this area. So we allowed them to do this odd connector to save the Gold Pan? (Mr. Mosher: Yes.) How does that meet the variance criteria? I don't have to support the variance. As far as I am concerned this fails the priority policy. (Mr. Mosher: This is why the variance was originally requested.)
- Mr. Pringle: You are right, but the feeling of the Commission at the time was that a lot of thought was to protecting the wall of the Gold Pan rather than having a small narrow walkway damaging the Gold Pan. (Mr. Mosher: This property is not in the Commercial Core Character Area and but is adjacent to it. The character of the site is residential, not commercial.)
- Mr. Mamula: I don't see that in the land use area that the Gold Pan is in that area. This is Main Street residential / commercial Character Area #5. Southern end was smaller buildings doesn't say anything about not allowing zero lot lines. With the way that we've gone with the connector, now we are going to have to grant yet another variance for our new policy?
- Mr. Mamula: 1. I don't agree with the original variance request. I don't agree with the second variance request either; I do believe what Staff is proposing, with the gable roof, is better than what the Applicant desired. (Mr. Mosher: What about the shed porch over the upper doorway to the deck?) No, do not support this.
- Mr. Schuman: 1. Yes. 2. Yes. 3. Yes.
- Ms. Christopher: Mr. Mamula brings up valid point. 1. Would support. 2. Would support. 3. Shed porch; I think it looks funky; I don't think it should be there.
- Mr. Schroder: 1. Yes. 2. Yes. 3. Yes, remove the porch.
- Mr. Pringle: Is there a building code requirement to protect the door? (Mr. Mosher: No.) 1. Yes. 2. Yes, reluctantly, a fake gable? I'm not going to stand in the way of it.
- Ms. Dudney: I agree with Staff on all three.
- Mr. Lamb: I agree with 1, 2 and 3. I wish we could make it zero lot line.
- Mr. Mamula: For positive three (+3) points for the lot connection, do we have something that will keep them from renting that to Oscars in the summer? (Ms. Puester: That has to be maintained as a pedestrian connection and will be a platted easement.) (Mr. Mosher: There will be a recorded plat.)
- Ms. Dudney: It's only for now (the summer patio) until the building is built.
- Mr. Mamula: I know how this is going to go; Oscar's is going to have two or three summers of having outdoor seating on this lot, then after a while, they are going to try to get it again on the walkway.

Mr. Pringle made a motion to approve the point analysis for the Elk Permit Renewal, PC#2014041, 103.5 North Main Street. Ms. Christopher seconded, and the motion was carried unanimously (7-0).

Mr. Pringle made a motion to approve the variance request showing the original variance that was in violation of Priority Policy 80A and a second variance for a gable roof form together with the variances stated in the findings. The motion was carried (6-1).

Mr. Pringle made a motion to approve the Elk Permit Renewal, PC#2014041, 103.5 North Main Street, with the presented findings and conditions. Ms. Christopher seconded, and the motion was carried (6-1).

#### **OTHER MATTERS:**

1) Class C Subdivisions Approved January 1, 2014 through June 30, 2014 (JP) (Memo Only)

Ms. Puester presented a memo detailing the three Class C Subdivisions approved between January 1, 2014 and June 30, 2014.

Ms. Puester: This Friday a few of the Planning Commission members RSVP'd for housing tour to Boulder; we are leaving Town Hall at 8am. Please RSVP by this Friday if you want to go to Board and Commission event July 23.

**ADJOURNMENT:**

The meeting was adjourned at 9:14 pm.

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Jim Lamb, Chair

**MEMO**

TO: Town Council  
FROM: Town Attorney  
RE: Council Bill No. 24 (New Ethics Ordinance)  
DATE: July 15, 2014 (for July 22<sup>nd</sup> meeting)

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The second reading of the new Ethics Ordinance is scheduled for your meeting on July 22<sup>nd</sup>.

There are two changes proposed to ordinance from first reading:

1. Section 1-16-8(G)(3) (on page 5) has been revised to require a Council member with a disqualifying conflict of interest to leave the Council Chambers (not just the Council table) until the matter is concluded.

2. A new Section 1-16-12(B) (on page 8) has been added prohibiting a former Council member from being appointed to serve on any Town board or commission for a period of one year after leaving office. The title of Section 1-16-12 has been revised to reflect this amendment.

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



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

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

5  
6 COUNCIL BILL NO. 24

7  
8 Series 2014

9  
10 AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 16 OF  
11 TITLE 1 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE  
12 TOWN CODE OF ETHICS”

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

16  
17 Section 1. Chapter 16 of Title 1 of the Breckenridge Town Code is repealed and  
18 readopted with changes so as to read in its entirety as follows:

19  
20 CHAPTER 16

21  
22 TOWN CODE OF ETHICS

- 23  
24 1-16-1: Citation  
25 1-16-2: Declaration of Policy  
26 1-16-3: Finding of Local Concern  
27 1-16-4: Finding Concerning Article XXIX of the Colorado Constitution; Statutory Gift-  
28 Reporting Form  
29 1-16-5: Authority  
30 1-16-6: Effect of Common Law  
31 1-16-7: Definitions  
32 1-16-8: Conflict of Interest - Town Officer  
33 1-16-9: Prohibited Conduct - Town Officers and Employees  
34 1-16-10: Exemptions - Town Officers and Employees  
35 1-16-11: Restrictions on Appearance Before Town Bodies; Exceptions  
36 1-16-12: Restriction~~on Representation~~ After Leaving Town Employment or Office  
37 1-16-13: Prohibited Conduct - Temporary Boards  
38 1-16-14: Prohibited Conduct - Town Contractors  
39 1-16-15: Town Contracts  
40 1-16-16: Enforcement  
41 1-16-17: Penalties and Remedies  
42 1-16-18: Authority of Town Attorney to Issue Opinions  
43 1-16-19: Distribution Of Code Of Ethics  
44

2014 ETHICS ORDINANCE

1 1-16-1: CITATION: This Chapter is to be known and may be cited as the “2014 TOWN OF  
2 BRECKENRIDGE CODE OF ETHICS.”

3  
4 1-16-2: DECLARATION OF POLICY:

5  
6 A. The proper operation of democratic government requires that public officers and  
7 employees be independent, impartial, and responsible to the people; that government decisions  
8 and policy be made within the proper channels of the governmental structure; that public office  
9 not be used for personal gain; and that the public have confidence in the integrity of its  
10 government.

11 B. The purpose of this Chapter is to establish minimum ethical standards of conduct for  
12 the members of the Town Council, the members of all Town boards and commissions, the  
13 members of all temporary boards, all Town employees, and all Town contractors.

14 1-16-3: FINDING OF LOCAL CONCERN: The Town Council finds and determines that the  
15 subject of ethical municipal government is a matter of local concern upon which home rule  
16 municipalities in Colorado are fully empowered to legislate and to supersede conflicting state  
17 statutes. Accordingly, this Chapter supersedes all conflicting state statutes, including, but not  
18 limited to: (i) Article 18 of Title 24, C.R.S.; (ii) Section 24-6-203, C.R.S.; and (iii) Section 31-4-  
19 404, C.R.S.

20  
21 1-16-4: FINDING CONCERNING ARTICLE XXIX OF THE COLORADO CONSTITUTION;  
22 STATUTORY GIFT-REPORTING FORM:

23  
24 A. The Town Council finds, determines, and declares that this Chapter addresses the  
25 matters covered by Article XXIX of the Colorado Constitution. Therefore, the provisions of  
26 Article XXIX are inapplicable to the Town, the Town Council, all Town boards and  
27 commissions, all temporary boards, all Town employees, and all Town contractors. As such, the  
28 Independent Ethics Commission created by Section 5 of Article XXIX has no jurisdiction over  
29 any member of the Town Council, any member of a Town board or commission, any member of  
30 a temporary board, any Town employee, or any Town contractor.

31 B. Notwithstanding the inapplicability of Article XXIX of the Colorado Constitution  
32 and Section 24-6-203, C.R.S., members of the Town Council shall file the periodic reports  
33 required by Section 24-6-203(2), C.R.S.

34 1-16-5: AUTHORITY: The Town Council finds, determines, and declares that it has the power  
35 to adopt this Chapter pursuant to the authority granted to home rule municipalities by Article XX  
36 of the Colorado Constitution, and the powers contained in the Breckenridge Town Charter.

37  
38 1-16-6: EFFECT OF COMMON LAW: This Chapter supersedes and overrides the common law  
39 as to the subject matter of this Chapter.

40  
41 1-16-7: DEFINITIONS:  
42

1  
2  
3  
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5

A. As used in this Chapter, unless the context otherwise requires:

- BUSINESS:** Any corporation, limited liability company or entity, limited or general partnership, sole proprietorship, trust or foundation, or other organization operated for the purpose of attempting to make a profit. The term “business” includes any activity conducted primarily for the purpose of making a profit, including, but not limited to, any activity that substantially advances a person’s private monetary interest or position.
- CONFIDENTIAL INFORMATION:** All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge.
- EMPLOYEE (OR TOWN EMPLOYEE):** Any person in an employer-employee relationship with the Town. The term “Town Employee” includes, but is not limited to, the Town Manager, Town Attorney, Municipal Judge, and Associate Municipal Judge(s), but does not include a Town officer, a member of a temporary board, or a Town contractor.
- IMMEDIATE FAMILY:** A Town officer’s or a Town employee’s spouse, domestic partner, or dependent child under the age of eighteen years.
- OFFICIAL ACT (OR OFFICIAL ACTION):** Any vote, decision, recommendation, approval, disapproval, or other action, including inaction, that involves the use of discretionary authority.
- TEMPORARY BOARD:** Any temporary (non-permanent) board, commission, or advisory board created by the Town Council.
- TOWN BOARD OR COMMISSION:** The Town’s Planning Commission, Open Space Advisory Commission, and the Liquor Licensing Authority.
- TOWN CONTRACTOR:** An independent contractor as defined by state law who is under contract to perform work for the Town, or a person or business that has submitted a bid to do work for the Town as an independent contractor, which bid is still pending.
- TOWN OFFICER:** A member of the Town Council or the member of any Town board or commission.

B. Terms not defined in this Chapter or this Code are to be given their common meaning.

1-16-8: CONFLICT OF INTEREST – TOWN OFFICER:

1 A. A Town officer shall not vote on any question or participate in the discussion by the  
2 body of which the Town officer is a member with respect to any question as to which the  
3 member has a substantial personal or financial interest as determined by majority of the body.

4 B. For the purpose of this Section, and Section 5.7 of the Breckenridge Town Charter, a  
5 Town officer has a “substantial personal or financial interest” with respect to a particular  
6 question if a majority of the body determines that the body’s final decision on the question would  
7 have a:

8 (a) reasonably foreseeable;

9 (b) material; and

10 (c) beneficial financial effect,

11 distinguishable from its effect on the public generally, on:

12 1. The Town officer, or his or her immediate family;

13 2. Any business in which the Town officer, or a member of his or her immediate  
14 family, has an investment or owns a 10% or greater interest;

15 3. Any real property in which the Town officer, or a member of his or her immediate  
16 family, has an interest;

17 4. Any source of income of the Town officer, or a member of his or her immediate  
18 family; or

19 5. Any business of which the Town officer, or a member of his or her immediate  
20 family, is a director, officer, partner, trustee, employee, independent contractor, or holds any  
21 position of management.  
22

23 C. A Town officer does not have a conflict of interest with respect to any matter  
24 determined by the body to involve the common public interest. For members of the Town  
25 Council, examples include the adoption of the Town’s budget, adoption of general land use  
26 regulations, the formation of a special or local improvement district within which the Town  
27 officer owns real property, the imposition of taxes, the authorization of bonds, and similar  
28 actions.

29 D. A Town officer who may have a conflict of interest on a particular matter shall  
30 disclose the potential conflict of interest to the body before it begins its consideration of the  
31 matter. Any other member of the body who believes a Town officer may have a conflict of  
32 interest may bring the issue to the attention of the body before it begins its consideration of the  
33 matter.

34 E. A Town officer who may have a conflict of interest on a particular matter is entitled to  
35 be heard by the body on the issue before the body determines whether a conflict of interest

1 exists; however, the Town officer may not vote with respect to the question of whether he or she  
2 has a conflict of interest.

3 F. The body's determination of whether a conflict of interest exists is final and conclusive  
4 for all purposes, but the affected Town officer may request the body to reconsider its  
5 determination for the purpose of presenting additional relevant facts. Whether to reconsider its  
6 determination lies in the sound discretion of the body.

7 G. If a Town officer is determined to have a conflict of interest on a particular matter:

8 1. The Town officer may not attempt to influence other members of the body in  
9 connection with the matter;

10 2. Except as provided in Section 1-16-8(H), the Town officer may not vote upon the  
11 matter; and

12 3. The Town officer shall leave the ~~table~~ **Council Chambers** during the body's  
13 discussion and action on the matter, and may return only when the body has taken up  
14 the next agenda item.

15 H. Notwithstanding Section 1-16-8(G)(2), a Town officer may vote upon a matter as to  
16 which he or she has a conflict of interest if:

17 1. His or her participation is necessary to obtain a quorum or to otherwise enable the  
18 body to act; and

19 2. Not later than seventy two hours before voting the Town officer gives written notice  
20 to both the Colorado Secretary of State and the body. The notice shall clearly state the  
21 nature of his or her conflict of interest.

22 Exception: This subsection (H) shall not be applied to permit a Town Council member to vote to  
23 approve a contract in which he or she has a personal interest.

24

25 1-16-9: PROHIBITED CONDUCT – TOWN OFFICERS AND EMPLOYEES.

26

27 A. A Town officer or Town employee shall not:

28 1. Disclose or use confidential information acquired in the course of the officer's or  
29 employee's duties in order to further substantially his or her personal monetary  
30 interests.

31 2. Disclose any confidential information acquired in the course of the officer's or  
32 employee's duties to any person under circumstances where the officer or employee  
33 knows, or reasonably should know, that the person to whom the confidential  
34 information is disclosed will use the confidential information for a private business  
35 purpose.

- 1           3. Solicit or accept a present or future gift, favor, loan, service, or thing of value from a
- 2           person under circumstances that would lead a reasonably prudent person to believe
- 3           that the gift, favor, loan, service, or thing of value was made or given primarily for
- 4           the purpose of influencing or attempting to influence the officer or employee in
- 5           connection with an official act, or as a reward for official action he or she has
- 6           previously taken.
  
- 7           4. Perform an official act directly and substantially affecting to its economic benefit any
- 8           business when the officer or employee, or a member of the officer's or employee's
- 9           immediate family: (i) is an employee of the business; (ii) owns a 10% or greater
- 10          interest in the business; or (iii) is a director, officer, partner, trustee, or holds any
- 11          management position in the business.
  
- 12          5. Affirmatively act to obtain employment for a member of his or her immediate family,
- 13          a gift of substantial value, or an economic benefit tantamount to a gift of substantial
- 14          value, from a person whom the officer or employee is in a position to reward with
- 15          official action, or has rewarded with official action in the past.

16           B. A Town officer shall not make or accept an ex parte communication or contact  
 17          concerning a quasi-judicial matter pending before the Town body of which he or she is a member  
 18          without making the contents of the communication or contact a part of the record of the public  
 19          hearing. This Section does not apply to a legislative or administrative matter.

20           C. A Town employee shall not:

- 21           1. Engage in a substantial financial transaction for the employee's private business
- 22           purposes with a person whom the employee inspects or supervises in the course of his
- 23           or her employment with the Town.
  
- 24           2. Perform an official act that directly and substantially affects to its economic detriment
- 25           a business in which the employee, or a member of the officer's of employee's
- 26           immediate family: (i) is an employee of a competing business, (ii) owns a 10% or
- 27           greater ownership interest in a competing business; or (iii) is a director, officer,
- 28           partner, trustee, or holds any management position in a competing business.
  
- 29           3. Acquire or hold an interest in any business that the employee has reason to believe
- 30           may be directly and substantially affected to its economic benefit by official action to
- 31           be taken by the Town department over which he or she has substantive authority.

32   1-16-10: EXEMPTIONS – TOWN OFFICERS AND EMPLOYEES:

- 33           A. Section 1-16-9 does not prohibit a Town officer or Town employee from:
  
- 34           1. Accepting or receiving a benefit as an indirect consequence of the performance of an
- 35           official act.
- 36

- 1           2. Taking official action when the Town officer or employee is similarly situated with  
2           other Town residents, or generally acting when the matter involves the common  
3           public interest.
- 4           3. Accepting gifts or loans that are:
- 5               (a) an occasional nonpecuniary gift, insignificant in value;
- 6               (b) a gift publicly presented to all members of the body of which a Town officer is a  
7               member;
- 8               (c) a nonpecuniary award publicly presented by a nonprofit organization in  
9               recognition of public service;
- 10           (d) payment of or reimbursement for actual and necessary expenditures for travel and  
11           subsistence for attendance at a convention or other meeting at which the officer or  
12           employee is scheduled to participate as a speaker or other contributor in his or her  
13           official capacity if the paying or reimbursing party has no current or anticipated  
14           business with the Town. Any honorarium or other monetary compensation  
15           received by the officer or employee in connection with the convention or meeting  
16           shall be turned over to the Town;
- 17           (e) reimbursement for or acceptance of an opportunity to participate in a social  
18           function or meeting that is not extraordinary when viewed in light of the position  
19           held by the officer or employee;
- 20           (f) items of perishable or nonpermanent value, including, but not limited to, meals  
21           and tickets to sporting, recreational, educational, or cultural events, unless  
22           prohibited by the body of which the Town official is a member, or by an  
23           employee's departmental rules;
- 24           (g) payment for speeches, debates, or other public events, reported as honorariums to  
25           the Town Manager; or
- 26           (h) a loan at a rate of interest that is not substantially lower than the commercial rate  
27           then currently prevalent for similar loans within the Town.
- 28           4. Receiving compensation for his or her services to the Town as may be fixed by  
29           ordinance, pay plan, budget, or other similar official Town action.
- 30           5. Personally contracting with a Town contractor for the performance of work so long as  
31           the contract will not interfere with or delay the contractor's performance of any  
32           contract with the Town, and the contractor is paid by the officer or employee at  
33           substantially the generally prevailing market rate for the services within the Town.  
34           Before entering into the contract the officer or employee shall notify the Town  
35           Manager in writing.

1 B. Section 1-16-9 does not prohibit a Town Council member from accepting a campaign  
2 contribution reported as required by law, or any gift reported as required by Section 1-16-4(B).

3 1-16-11: RESTRICTIONS ON APPEARANCE BEFORE TOWN BODIES; EXCEPTIONS:  
4

5 A. Except as authorized by Section B of this Section, a Town officer shall not appear as  
6 an applicant, witness, or party in interest with respect to any matter that comes before the Town  
7 body of which he or she is a member, nor shall a Town officer appear before or address the body  
8 of which he or she is a member in his or her capacity as a citizen.

9 B. Nothing in Section A of this Section prohibits a Town officer from appearing before  
10 the Town Council or the Planning Commission in connection with a planning or development  
11 matter pertaining to the Town officer's primary residence; provided that a Town Council  
12 member appearing before the Town Council pursuant to this Section, or a Planning Commission  
13 member appearing before Planning Commission, pursuant to this Section, shall be deemed to  
14 have a conflict of interest with respect to such matter.

15 C. If a Town employee has a financial interest in an application that comes before the  
16 Town Council or any Town board or commission, he or she shall not be involved in the Town  
17 staff processing, analyzing, reporting, or presenting the application.

18 D. Except as provided in Section C of this Section, nothing in this Chapter prohibits a  
19 Town employee from:

- 20 1. Appearing before the Town Council, any Town board or commission, any temporary  
21 board, or the municipal court in the course of the performance of the employee's  
22 duties for the Town; or
- 23 2. Appearing with respect to any matter of public concern before the Town Council,  
24 Planning Commission, a Town board or commission, or any temporary board in his  
25 or her capacity as a citizen.

26 E. A Town officer or Town employee shall not appear before the Town Council,  
27 Planning Commission, a Town board or commission, or a temporary board, as counsel,  
28 consultant, representative, or agent for any person or business.

29 1-16-12: RESTRICTIONS ON REPRESENTATION AFTER LEAVING TOWN  
30 EMPLOYMENT OR OFFICE:  
31

32 A. For a period of one (1) year after leaving Town employment no former Town  
33 employee may personally represent a person ~~for compensation~~ before the Town Council, any  
34 Town board or commission, any temporary board, or any Town department, with respect to any  
35 matter that the former employee worked on while employed by the Town.

36 **B. No former member of the Town Council may be appointed to serve on any Town**  
37 **board or commission for a period of one (1) year after leaving office.**



1 1-16-13: PROHIBITED CONDUCT - TEMPORARY BOARDS: A member of a temporary  
2 board shall not perform an official act that would have a direct economic benefit on a business in  
3 which he or she has a financial interest. Except as provided in this Section, the provisions of this  
4 Chapter do not apply to the members of any temporary board.

5  
6 1-16-14: PROHIBITED CONDUCT - TOWN CONTRACTORS:  
7

8 A. A Town contractor may not offer or give to a Town officer or a Town employee a  
9 present or future gift, favor, loan, service, or thing of value under circumstances that would lead  
10 a reasonably prudent person to believe that the gift, favor, loan, service, or thing of value was  
11 offered or given primarily for the purpose of influencing or attempting to influence the member  
12 or employee in connection with an official act, or as a reward for official action the member or  
13 employee has previously taken.

14 B. Nothing in this Chapter prevents a Town contractor who provides instructional  
15 services to customers at a Town recreational facility from accepting tips or gratuities for services  
16 provided by the contractor if the acceptance of tips or gratuities is authorized by the Town  
17 contractor's contract, or by the Town Manager.

18 1-16-15: TOWN CONTRACTS:  
19

20 A. Except as provided in subsection C of this Section, no Town officer or employee  
21 may have an interest in any contract made by the Town.

22 B. Every contract made in violation of this Section is voidable at the request of any  
23 party to the contract, except the Town officer or employee interested in such contract.

24 C. Section A of this Section does not apply to:

25 1. Contracts awarded to the lowest responsible bidder based on competitive bidding  
26 procedures;

27 2. Merchandise sold to the highest bidder at public auction;

28 3. Investments or deposits in financial institutions that are in the business of loaning or  
29 receiving monies;

30 4. A contract between the Town and a Town officer or employee if, because of  
31 geographic restrictions, the Town could not otherwise reasonably afford itself of the  
32 subject of contract. It is presumed that the Town could not otherwise reasonably  
33 afford itself of the subject of a contract if the additional cost to the Town is greater  
34 than ten percent (10%) of a contract with a Town officer or Town employee, or if the  
35 contract is for services that will be performed within a limited time period and no  
36 other contractor can provide those services within that time period. If the contract  
37 involves a Town Council member, the member shall disclose his or her interest to the  
38 Town Council before the contract is signed; or

1 D. In addition to the restrictions set forth in subsections (C)(1) through (C)(4) of this  
2 section, before the Town enters into a contract with a member of the Town Council the Town  
3 Council member must disclose a personal interest in the proposed contract, and either:

- 4 1. The Town Council itself (and not the Town Manager or other Town employee)  
5 approves the contract at a public meeting; or
- 6 2. The Town Manager approves the contract; provided that prior to approving the  
7 contract the Town Manager must notify the Town Council of the proposed contract  
8 and explain how the proposed contract satisfies the requirements of subsections  
9 (C)(1) through (C)(4) of this section.

10 E. Notwithstanding Section 1-16-8(H), a Town Council member shall not vote to  
11 approve a contract in which he or she has a personal interest.

12 1-16-16: ENFORCEMENT:  
13

14 A. The Town Manager has the responsibility for the enforcement of this Chapter as to  
15 all Town employees, other than those Town employees appointed or hired by the Town Council.  
16 The Town Manager may investigate any complaint, and direct the filing of appropriate legal  
17 action against any person as to whom he or she has enforcement authority if the Town Manager  
18 believes such action is appropriate. The Town Manager may exempt from the provisions of this  
19 Chapter the conduct of any person as to whom he or she has enforcement authority upon the  
20 finding that the enforcement of this Chapter with respect to the employee's conduct would not be  
21 in the public interest.

22 B. The Town Council has the responsibility for the enforcement of this Chapter as to all  
23 other persons who are subject to the provisions of this Chapter. The Town Council may  
24 investigate any complaint, and direct the filing of appropriate legal action against any person as  
25 to whom it has enforcement authority if the Town Council believes such action is appropriate.  
26 The Town Council may exempt from the provisions of this Chapter the conduct of any person as  
27 to whom it has enforcement authority upon the finding that the enforcement of this Chapter with  
28 respect to such person's conduct would not be in the public interest.

29 C. The Town Manager or Town Council, as the case may be, may direct the Town  
30 Attorney to investigate or prosecute any apparent violation of this Chapter, or the Town Manager  
31 or Town Council may employ or appoint any qualified attorney to investigate or prosecute any  
32 violation of this Chapter.

33 D. Any person who believes that a violation of this Chapter has occurred may file a  
34 complaint with the Town Manager or Town Council, as the case may be, which complaint shall  
35 be promptly investigated and such action taken thereon as the Town Manager or Town Council  
36 determines to be appropriate.

37 1-16-17: PENALTIES AND REMEDIES:  
38

1 A. It is unlawful and a misdemeanor offense for any person to knowingly violate any  
2 provision of this Chapter. "Knowingly" has the meaning provided in Section 6-3-5 of this Code.

3 B. Any person convicted of violating any provision of this Chapter shall be punished as  
4 provided in Chapter 4 of this Title. Additionally, upon conviction such person is liable to the  
5 Town for such damages as may have been suffered or incurred as a result of the violation,  
6 together with any costs (including, but not limited to, attorneys' fees and expert witness fees)  
7 incurred by the Town in the investigation and prosecution of the violation.

8 1-16-18: AUTHORITY OF TOWN ATTORNEY TO ISSUE OPINIONS:  
9

10 A. Notwithstanding anything contained in this Chapter to the contrary, no person who is  
11 subject to the provisions of this Chapter may be convicted of violating this Chapter if, prior to  
12 engaging in the conduct that would otherwise have resulted in a violation of this Chapter, such  
13 person obtains a written opinion from the Town Attorney that the particular conduct in question  
14 would not violate this Chapter, and such person acts in accordance with the opinion of the Town  
15 Attorney.

16 B. The Town Attorney shall promptly render an opinion as to legality of proposed  
17 conduct or action under this Chapter upon request.

18 C. The Town Attorney has no authority to finally determine whether a conflict of  
19 interest exists with respect to any Town officer. Such determination may only be made by the  
20 Town body of which the officer is a member.

21 1-16-19: DISTRIBUTION OF CODE OF ETHICS:  
22

23 A. Within thirty days after the effective date of the ordinance adopting this Chapter, the  
24 Town Clerk shall notify the following persons of the adoption of the ordinance and provide such  
25 persons with a link to this Chapter on the Town's web site:

- 26 1. each current member of the Town Council;
- 27 2. each current member of all Town boards and commissions;
- 28 3. each current member of any temporary board; and
- 29 4. all current Town employees.

30 B. Within thirty days after they assume office the Town Clerk shall provide the  
31 following persons with a link to this Chapter on the Town's web site:

- 32 1. each new member of the Town Council;
- 33 2. each new member of all Town boards and commissions; and
- 34 3. each new member of any temporary board.

1 C. Within thirty days after their appointment or hiring the Town Clerk shall provide  
2 each newly hired Town employee with a link to this Chapter on the Town’s web site.

3 D. Not later than the date a contractor’s commences work for the Town, the Town Clerk  
4 shall provide the Town contractor with a link to this Chapter on the Town’s web site.

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

8  
9 Section 3. The Town Council finds, determines, and declares that this ordinance is  
10 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
11 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
12 thereof.

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

16  
17 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
18 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2014. A Public Hearing shall be held at the  
19 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
20 \_\_\_\_\_, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
21 Town.

22  
23 TOWN OF BRECKENRIDGE, a Colorado  
24 municipal corporation

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

29 ATTEST:

30  
31  
32 \_\_\_\_\_  
33 Helen Cospolich  
34 Town Clerk

35  
36  
37  
38  
39  
40 500-13\Revised Ethics Ordinance (07-09-14)(Second Reading)

**MEMO**

**TO: Breckenridge Town Council**  
**FROM: Laurie Best-Community Development Department**  
**RE: Base 9 Condo-Development Agreement First Reading**

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH THE BASE 9  
CONDOMINIUMS HOMEOWNERS ASSOCIATION, A COLORADO NONPROFIT  
CORPORATION**

**DATE: July 13, 2014 (for July 22nd Town Council Meeting)**

---

On April 8, 2014, the Town Council discussed a proposal from the Base 9 Condo Association regarding a Development Agreement that would allow the HOA to convert a portion of their common area into an employee housing unit. The Council was supportive of moving forward with the project, and the Development Agreement has now been drafted for your review/consideration. The Agreement and the Ordinance are attached and are scheduled for first reading on July 22<sup>nd</sup>. The project background and specifics of the Agreement are described below.

Background:

In this case a Development Agreement is required because the conversion of the common area, which is not considered density, into an employee housing unit will result in a net increase of 900 square feet of density. The existing complex is already over density by about 5,600 square feet due to code changes that occurred after Base 9 was developed in 1979. When Base 9 was constructed, the approved plans included 22 condominium units in two buildings, with a third building designated as a general common element. The general common element included an 800 square foot manager's apartment, a 600 square foot studio apartment, and approximately 670 square feet of hot tub, changing rooms, laundry and storage. At the time of construction, the project complied with the Development Code. However, in the 1980s the code was changed in regard to density allocations, and as a result Base 9 is now considered over density. Because the project was legal at the time of construction and became non-conforming as a result of a code change, it is considered legal non-conforming. Pursuant to the Development Code non-conforming structures may not be altered or expanded in any way that would increase the degree of non-conformance.

The HOA is proposing to move the hot tub outside, add an interior loft, and convert the hot tub area into a 900 square foot employee housing unit (apartment). The remodel will not impact the two existing apartments, and the small laundry room and storage area will also remain for common use. It should be noted that with the exception of moving the hot tub outside all of

the remodeling and conversion occurs within the existing building and there is no change to the building mass, footprint, shell or height. There is sufficient parking on site to accommodate an additional apartment and the relocated hot tub will comply with setback requirements.

Development Agreement:

Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town Council has the authority to consider requests for Development Agreements where there is no other provision to allow a particular request. In this case, the HOA has offered to deed restrict the apartment in return for a Development Agreement that authorizes the additional 900 square feet of density. The request was reviewed with the Housing/Childcare Committee, who supported the request because:

- the Town typically incentivizes the development of employee housing
- the new unit will be accommodated within the existing building and the remodel complies with all other elements of the code
- the existing structure became non-conforming because of a code change and not because of any action by the owners
- the Housing Needs Assessment, which was updated in 2013, indicates a significant need for rental units
- the unit will be constructed, managed, owned, and maintained by the HOA without any cash subsidy from the Town
- there is sufficient parking on site to accommodate the new apartment

The Agreement as presented includes the following terms:

- the HOA agrees to deed restrict the new apartment, as well as the two original apartments, in a form acceptable to the Town (employment and income)
- the Town agrees to transfer density to the project for the new apartment (1/4 of a TDR is required to comply with the affordable housing policies of the Joint Upper Blue Master Plan)
- the Town agrees to waive the Town's fees associated with the construction of the new unit
- a Class D Development Permit will be required

Summary:

Staff recommends approval of the Agreement as presented. The applicant will be available at your meeting to answer and questions and discuss this proposal.

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

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

4  
5   Series 2014

6  
7                                   AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH  
8                                   THE BASE 9 CONDOMINIUMS HOMEOWNERS ASSOCIATION, A COLORADO  
9                                   NONPROFIT CORPORATION

10  
11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,  
12 COLORADO:

13  
14                   Section 1. Findings. The Town Council of the Town of Breckenridge finds and  
15 determines as follows:

16  
17                   A. The Base 9 Condominiums Homeowners Association, a Colorado nonprofit  
18 corporation (“**Association**”), is the true and lawful attorney-in-fact for all of the owners of the  
19 units in The Base 9 Condominiums, located in Breckenridge, Summit County, Colorado (the  
20 “**Base 9 Condominiums**”), with the power to manage, control, and deal with the interests of  
21 such owners in the common elements of The Base 9 Condominiums so as to permit the  
22 Association to fulfill all of its duties and obligations and to exercise all of its rights under the  
23 Declaration of Condominiums For Base 9 Condominiums (“**Declaration**”).

24                   B. Pursuant to Article V, Section 1(o) of the Declaration the Association has the power to  
25 enter into contracts, and the Association has obtained all approvals necessary for it to lawfully  
26 enter into this Agreement and the Association is fully authorized to enter into the proposed  
27 development agreement between the Town and the Association.

28                   C. Article V, Section 1 (a) of the Declaration grants the Association the authority on its  
29 own, and without the need for the formal approval of the owners of the units in the Base 9  
30 Condominiums, or any other person (except the Town with respect all of its required  
31 governmental approvals), to improve, repair, and replace the general common elements of the  
32 Base 9 Condominiums (“**General Common Elements**”), and to make necessary or desirable  
33 additions, betterments or improvements to or on the General Common Elements.

34                   D. The Association wants to make certain improvements to the existing General  
35 Common Elements, including converting an existing common area space into a 900 square foot  
36 workforce housing unit.

37                   E. The improvements to the General Common Elements proposed by the Association will  
38 increase the density of the Base 9 Condominiums.

39                   F. The density of the Base 9 Condominiums currently exceeds the amount of density  
40 allowed by the Town’s “Development Code”, Chapter 1 of Title 9 of the Breckenridge Town

1 Code (“**Development Code**”). As a result, in order for the Association’s proposed project to be  
2 approved, density must be transferred to the site.

3 G. The Town has agreed to transfer up to one fourth (1/4) of a transferable development  
4 right of Town-owned density to the Base 9 Condominiums to allow for the construction of the  
5 proposed new workforce housing unit if the Association will execute a standard Town-approved  
6 housing covenant perpetually encumbering in favor of the Town the new workforce housing unit,  
7 as well as two existing units owned by the Association, all as more described in the proposed  
8 development agreement between the Town and the Association.

9 H. In addition, the Town is willing to waive the commitments encouraged to be made in  
10 connection with an application for a development agreement in accordance with Section 9-9-4 of  
11 the Breckenridge Town Code.

12 I. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has  
13 the authority to enter into a development agreement.

14 J. The Association has submitted to the Town a completed application for a development  
15 agreement.

16 K. A proposed development agreement between the Town and Association has been  
17 prepared, a copy of which is marked Exhibit “A”, attached hereto and incorporated herein by  
18 reference (“**Development Agreement**”).

19 L. The Association has requested that the Town waive the normal application fees for the  
20 Development Agreement. The Town Council finds and determines that Section 9-10-9 of the  
21 Breckenridge Town Code can properly be applied to the Association’s application for the  
22 Development Agreement, and that the waiver of the application fee for the Development  
23 Agreement: (i) is necessary to avoid payment of an excessive or duplicative application fee, and  
24 (ii) is justified and is consistent with the intent of Chapter 10 of Title 9 of the Breckenridge  
25 Town Code.

26 M. Chapter 9 of Title 9 of the BreckenridgeTownCode sets forth a procedure for the  
27 adoption and approval of a development agreement by the Town Council. All requirements of  
28 said Chapter have been met or waived in connection with the adoption of this ordinance.

29 N. The Town Council had a preliminary discussion of the Association’s application and  
30 the Development Agreement as required by Section 9-9-10(A) of the Breckenridge Town Code.

31 O. The Town Council determined that Association’s request for a development  
32 agreement need not be referred to the Breckenridge Planning Commission for its review and  
33 recommendation.

34 P. The Town Council has reviewed the Development Agreement, and finds and  
35 determines that it should be approved.

36 Q. The approval of the Development Agreement is warranted in light of all relevant  
37 circumstances.





APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED  
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED  
STATUTES, AS AMENDED

**DEVELOPMENT AGREEMENT**

This Development Agreement (“**Agreement**”) is dated \_\_\_\_\_, 2014 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”) and THE BASE 9 CONDOMINIUMS HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation (the “**Association**”). The Town and the Association are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually as a “**Party**.”

**Recitals**

A. The Association is the true and lawful attorney-in-fact for all of the owners of the units in The Base 9 Condominiums, located in Breckenridge, Summit County, Colorado (the “**Base 9 Condominiums**”), with the power to manage, control, and deal with the interests of such owners in the common elements of The Base 9 Condominiums so as to permit the Association to fulfill all of its duties and obligations and to exercise all of its rights under the Declaration of Condominiums For Base 9 Condominiums (“**Declaration**”).

B. Pursuant to Article V, Section 1(o) of the Declaration the Association has the power to enter into contracts, and the Association has obtained all approvals necessary for it to lawfully enter into this Agreement and the Association is fully authorized to enter into this Agreement.

C. Article V, Section 1 (a) of the Declaration grants the Association the authority on its own, and without the need for the formal approval of the owners of the units in the Base 9 Condominiums, or any other person (except the Town with respect all of its required governmental approvals), to improve, repair, and replace the general common elements of the Base 9 Condominiums (“**General Common Elements**”), and to make necessary or desirable additions, betterments or improvements to or on the General Common Elements.

D. The Association wants to make certain improvements to the existing General Common Elements, including converting an existing common area space into a 900 square foot workforce housing unit.

E. The improvements to the General Common Elements proposed by the Association will increase the density of the Base 9 Condominiums.

DEVELOPMENT AGREEMENT

F. The density of the Base 9 Condominiums currently exceeds the amount of density allowed by the Town's "Development Code", Chapter 1 of Title 9 of the Breckenridge Town Code ("**Development Code**"). As a result, in order for the Association's proposed project to be approved, density must be transferred to the site.

G. The Town has agreed to transfer up to one fourth (1/4) of a transferable development right of Town-owned density to the Base 9 Condominiums to allow for the construction of the proposed new workforce housing unit if the Association will execute Town-approved housing covenant(s) perpetually encumbering certain residential housing units owned by the Association, all as more fully set forth hereafter.

H. In addition, the Town is willing to waive the commitments encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, and certain fees and charges that would normally be required to be paid to the Town, all as more fully set forth in this Agreement.

I. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has the authority to enter into a development agreement.

J. Chapter 1 of Title 9 of the Breckenridge Town Code sets forth a procedure for the adoption and approval of a development agreement by the Town Council. All requirements of said Chapter have been met or waived in connection with the approval of this Agreement and the authorizing ordinance.

K. The Town Council has received a completed application and all required submittals for a development agreement; had a preliminary discussion of the application and this Agreement; determined that it should commence proceedings for the approval of this Agreement without referring the development agreement application to the Planning Commission; and, in accordance with the procedures set forth in Section 9-9-10(C) of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

### **Agreement**

**1. Development Permit.** The Town's Director of the Department of Community Development is hereby authorized to review and approve, subject to compliance with all other applicable development policies of the Town, a Class D development permit for the improvements to the General Common Elements of the Base 9 Condominiums as proposed by the Association and as contemplated by this Agreement ("**Development Permit**").

**2. Density.** As a required condition of the Development Permit the Town will agree to transfer to the Base 9 Condominiums a maximum of one fourth of a transferable development right to allow for the construction by the Association of the new workforce housing unit in the general Common Elements of the Base 9 Condominiums as proposed by the Association and as

### DEVELOPMENT AGREEMENT

contemplated by this Agreement. No other use may be made of the transferred density without the prior, written permission of the Town. The transferred density will come from the Town's existing inventory of density, and will be transferred at a ratio of one transferable development right for each four single family equivalents of deed restricted housing to be provided by the Association pursuant to this Agreement.

**3. Required Housing Covenant.** In addition to other conditions of approval, the Development Permit shall require the Association to execute and deliver to the Town, in a form acceptable to the Town Attorney, the Town's standard housing covenant perpetually restricting the occupancy and use of the following units at the Base 9 Condominiums owed by the Association to local workforce housing: (i) the new residential housing unit to be constructed by the Association pursuant to the Development Permit; (ii) the existing "Manager's Unit" in Building 3 (approximately 800 square feet in size); and (iii) the existing "Employee Unit" in Building 3 (approximately 600 square feet in size).

**4. Designation of Site Specific Development Plan.** The Town acknowledges and agrees that the Development Permit will constitute a site specific development plan or, in the alternative, the Town Council, by approving this Agreement, hereby designates the Development Permit as a site specific development plan.

**5. Waiver of Certain Fees; Limitation.**

A. Pursuant to Section 9-10-9 of the Breckenridge Town Code, and the findings made by the Town Council in the ordinance that approved this Agreement, the Town waives:

- (i) any fees that would normally be required to be paid to the Town in connection with the application for this Agreement;
- (ii) any fee that would normally be required to be paid to the Town in connection with the Development Permit application; and
- (iii) any fee that would normally be required to be paid to the Town in connection with the issuance of a building permit to construct the improvements to the Base 9 Condominiums to be described in the Development Permit.

The fee waivers provided for in this Section do not apply to future development of the Base 9 Condominiums not covered by the Development Permit.

B. The Town waives all water tap fees (called water "**Plant Investment Fees**" under the Town ordinances) for the new workforce housing unit to be constructed by the Association pursuant to the Development Permit. As required by Section 12-4-9(A) of the Breckenridge Town Code, the Town Council finds that:

DEVELOPMENT AGREEMENT

- (i) the Association's development of the Base 9 Condominiums pursuant to the Development Permit will provide a substantial public benefit as described in Recitals of this Agreement, and that such public benefit justifies the waiver of the Plant Investment Fees; and
- (ii) sufficient cause for the waiver of the Plant Investment Fees has been demonstrated, and the waiver of the Plant Investment Fees will be in the public interest.

The Association shall pay for water service delivered by the Town to the new workforce housing unit at the then-current in-Town water rates. Water use by at the new workforce housing unit is subject to all rules, regulations and ordinances pertaining to the Town's water utility system, including all future amendments.

**6. Application of Other Laws.** Except as provided in Section 24-68-105, C.R.S., and except as specifically provided for herein, the execution of this Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to the real property that is the subject of this Agreement (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering, electrical and mechanical codes, and the Town's Development Code, Subdivision Standards, Land Use Guidelines, and other land use laws, as the same may be in effect from time to time throughout the term of this Agreement. Any development of the real property that is the subject of this Agreement shall be done in compliance with the then current laws of the Town.

**7. Continuing Authority of Town.** Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to the Town's: (i) Development Code; (ii) Master Plan; (iii) Land Use Guidelines; and (iv) Subdivision Standards.

**8. Benefits and Burdens Run With Land.** This Agreement shall run with the title to the real property that is the subject of this Agreement and be binding upon and inure to the benefit of the Town and the Association, their successors and assigns.

**9. Notice of Default.** Prior to any action against the Town for breach of this Agreement, the Association shall give the Town a sixty (60) day written notice of any claim by the Association of a breach or default by the Town, and the Town shall have the opportunity to cure such alleged default within such time period.

**10. Non-Liability of Town.** The Town shall not be responsible for and the Association shall have no remedy against the Town if development of the real property which is the subject of this Agreement is prevented or delayed for reasons beyond the control of the Town.

**11. Further Permits Required.** Actual development of the real property which is the subject of this Agreement shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances.

## DEVELOPMENT AGREEMENT

**12. No Personal Liability.** No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

**13. Indemnification.** The Association agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of the Association; any subcontractor of the Association, or any officer, employee, representative, or agent of the Association or of any subcontractor of the Association, or which arise out of any worker's compensation claim of any employee of the Association, or of any employee of any subcontractor of the Association; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of the Town, its officers, employees, or agents. The Association agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Association. The Association also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees. The Association's indemnity obligation to the Town under this Agreement includes any claim challenging the authority of the Association to enter into this Agreement. The Association's indemnity obligations under this Agreement will survive the completion of the work to be done by the Development Permit or the termination of this Agreement for any reason, and will continue to be fully enforceable by the Town thereafter until such indemnity obligations are fully performed.

**14. Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality, or enforceability of the remaining provisions of the Agreement.

**15. Vested Right.** This Agreement constitutes a vested property right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

**16. Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Town and the Association; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Association, or the acceptance of any improvements.

**17. No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign immunity under any applicable state or federal law.

## DEVELOPMENT AGREEMENT

**18. Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either Party shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Association expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal. **BOTH PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY ACTION TO INTERPRET OR ENFORCE THIS AGREEMENT.**

**19. Notice.** Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To the Town: Timothy J. Gagen, Town Manager  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to: Timothy H. Berry, Esq.  
Town Attorney  
P.O. Box 2  
Leadville, CO 80461

If To the Association: President  
Base 9 Condominiums Homeowners Association  
P.O. Box [REDACTED]  
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this Section shall be deemed to have been given upon delivery. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

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

**21. Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Colorado without regard to its conflict of laws rules that might require it to be interpreted in accordance with the laws of any state other than the State of Colorado.

## DEVELOPMENT AGREEMENT

**22. Required Notice.** Within fourteen (14) days following the final adoption of the ordinance approving this Development Agreement, the Town Clerk shall cause to be published one time in a newspaper of general circulation within the Town a notice satisfying the requirements of Section 9-9-13 of the Development Code.

**23. Recording.** This Agreement **SHALL BE RECORDED** in the office of the Clerk and Recorder of Summit County, Colorado.

**24. Costs.** The costs of publication of the Notice as described in Section 23, above, and the cost of recording this Agreement as described in Section 24, above, shall be paid by the Association.

**25. Effective Date.** The effective date of this Agreement shall be the date that the Town Council ordinance approving this Agreement becomes effective as provided in the Breckenridge Town Charter.

[SIGNATURE PAGES FOLLOW}

DEVELOPMENT AGREEMENT



TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Timothy J. Gagen, Town Manager

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by Timothy J. Gagen, Town Manager, and Helen Cospolich, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Proposed Amendment To Town's "Fine In Lieu of Suspension" Ordinance

DATE: July 8, 2014 (for July 22<sup>nd</sup> meeting)

---

From time to time the Town's Liquor Licensing Authority suspends a liquor license as a result of the licensee's violation of the Colorado Liquor Code, the administrative rules of the Colorado Department of Revenue, or a Town ordinance.

The Colorado Liquor Code authorizes both the state licensing authority and local licensing authorities to allow a licensee to pay a fine instead of actually having the license suspended under certain circumstances. If payment of a fine is allowed, the fine is equal to 20% of the licensee's estimated gross revenues from the sale of alcoholic beverages during the period of the proposed suspension, with a minimum fine of \$200 and a maximum fine of \$5000. The rule does not require a local licensing authority to allow a fine to be paid in lieu of an actual suspension; it simply allows the local authority to permit a fine to be paid if the local authority determines that payment of a fine instead of actually having the licensed establishment closed for the period of suspension would not be detrimental to the public welfare and morals, and would achieve the desired disciplinary purpose.

The Liquor Code "fine in lieu of suspension" rule does not automatically apply to local licensing authorities. The municipal governing body must first affirmatively act to "opt in" to the state rule. In 1998 the Town Council adopted an ordinance authorizing the Town's Liquor Licensing Authority to use the state's fine in lieu of suspension rule.

The Colorado legislature recently passed Senate Bill 14-054 which amended the Colorado Liquor Code fine in lieu of suspension rule. The Governor signed the law on April 11, 2014, and the new law became effective on that date.

The most significant change to the state law resulting from the adoption of Senate Bill 14-054 is the elimination of language that allowed a licensee to request permission to pay a fine in lieu of suspension only for violations carrying a potential period of suspension of 14 days or less, and only if the licensee had no liquor violations in the preceding two years. Now, a local licensing authority may allow payment of a fine in lieu of suspension in an appropriate case without these two restrictions.

The Town's Fine In Lieu of Suspension Ordinance has worked well, and gives the Liquor Licensing Authority a useful tool in the event that a particular liquor violation is deemed by the Authority not to be so serious that the only acceptable disciplinary action is actual closure of the licensed premises during the period when the license is suspended. Amending the Town's

ordinance to reflect the changes to the state law contained in Senate Bill 14-054 would remove current limitations on the Authority's ability to accept a fine in lieu of suspension in an otherwise appropriate case, and would thereby create more flexibility for the Authority. As a result, I see no reason not to amend the Town's ordinance to take advantage of the changes to the state law

Enclosed with this memo is a proposed ordinance amending the Town's Fine In Lieu of Suspension Ordinance to incorporate the changes to the state law brought about by Senate Bill 14-054. The changes to the current Town ordinance are blacklined.

I look forward to discussing this ordinance with you on Tuesday.

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

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

5  
6 COUNCIL BILL NO. \_\_\_\_

7  
8 Series 2014

9  
10 AN ORDINANCE AMENDING SECTION 4-4-2 OF THE BRECKENRIDGE TOWN CODE  
11 CONCERNING THE PAYMENT OF A FINE IN LIEU OF THE SUSPENSION OF A  
12 LICENSE TO SELL ALCOHOLIC BEVERAGES

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

16  
17 Section 1. Section 4-4-2 of the Breckenridge Town Code is amended to read as  
18 follows:

19  
20 4-4-2: SUSPENSION OR REVOCATION; FINE:

21  
22 A. Whenever a decision of the liquor licensing authority, suspending a license ~~or permit~~  
23 ~~for fourteen (14) days or less~~ becomes final, whether by failure of the licensee to appeal the  
24 decision or by exhaustion of all appeals and judicial review, the licensee may, before the  
25 operative date of the suspension, petition the liquor licensing authority for permission to  
26 pay a fine in lieu of ~~having his~~ the license or permit license ~~suspension~~suspended for all  
27 or part of the suspension period. Upon the receipt of the petition, the liquor licensing  
28 authority may, in its sole discretion, stay the proposed suspension and cause any  
29 investigation to be made ~~which~~that it deems desirable and may, in its sole discretion,  
30 grant the petition if it is satisfied that:

31 1. public welfare and morals would not be impaired by permitting the licensee to  
32 operate during the period set for suspension and that the payment of the fine will  
33 achieve the desired disciplinary purposes; and

34 2. ~~That~~The books and records of the licensee are kept in such a manner that the loss of  
35 sales of alcoholic beverages which the licensee would have suffered had the  
36 suspension gone into effect can be determined with reasonable accuracy; ~~therefrom;~~  
37 and

38 3. ~~That the licensee has not had his license suspended or revoked, nor had any~~  
39 ~~suspension stayed by payment of a fine, during the two (2) years immediately~~  
40 ~~preceding the date of the motion or complaint which has resulted in a final decision to~~  
41 ~~suspend the license.~~

42 B. The fine accepted shall be equivalent to twenty percent (20%) of the retail licensee's

1 estimated gross revenues from sales of alcoholic beverages during the period of the  
2 proposed suspension; except that the fine shall be not less than two hundred dollars  
3 (\$200.00) nor more than five thousand dollars (\$5,000.00).

4 C. Payment of any fine pursuant to the provisions of this section shall be in the form of cash,  
5 certified check or cashier's check made payable to the town clerk and shall be deposited  
6 in the general fund of the town.

7 D. Upon payment of the fine pursuant to this section, the liquor licensing authority shall  
8 enter its further order permanently staying the imposition of the suspension.

9 E. In connection with any petition pursuant to this section, the authority of the liquor  
10 licensing authority is limited to the granting of such stays as are necessary for it to  
11 complete its investigation and make its findings and, if it makes such findings, to the  
12 granting of an order permanently staying the imposition of the entire suspension or that  
13 portion of the suspension not otherwise conditionally stayed.

14 F. If the liquor licensing authority does not make the findings required in subsection A of  
15 this section and does not order the suspension permanently stayed, the suspension shall  
16 go into effect on the operative date finally set by the liquor licensing authority.

17 Section 2. Except as specifically amended hereby, the BreckenridgeTownCode, and  
18 the various secondary codes adopted by reference therein, shall continue in full force and  
19 effect.  
20

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

26 Section 4. The Town Council hereby finds, determines and declares that it has the  
27 power to adopt this ordinance pursuant to the provisions of Section 12-47-601(7) C.R.S., and  
28 the powers possessed by home rule municipalities in Colorado.  
29

30 Section 5. This ordinance shall be published and become effective as provided by  
31 Section 5.9 of the Breckenridge Town Charter.  
32

33 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
34 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2014. A Public Hearing shall be held at the  
35 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_ day of  
36 \_\_\_\_\_, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
37 Town.  
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TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

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

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Rick Holman, Assistant Town Manager  
**Date:** July 16, 2014  
**Subject:** Ordinance to Amend the Code Concerning the Deadline for the Required Closure of Premises Licensed under the Town's Marijuana Licensing Ordinance

---

The current Town Code states that any marijuana business that is currently licensed to operate in the Downtown Overlay District may remain in such location until September 1, 2014. Attached to this memorandum is a draft of an ordinance that would allow the Town Council to amend the current ordinance and change the date requiring any marijuana business to relocate out of the Downtown Overlay District. This ordinance amending the code is scheduled for first reading at the July 22, 2014 Town Council meeting. Based on the feedback received from the Council during the work session discussion, staff will input a date into the ordinance prior to first reading in the regular meeting.



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

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

5  
6                   COUNCIL BILL NO. \_\_\_\_\_

7  
8                   Series 2014

9  
10                  AN ORDINANCE AMENDING SECTION 4-14-21 OF THE BRECKENRIDGE TOWN  
11                  CODE CONCERNING THE DEADLINE FOR THE REQUIRED CLOSURE OF PREMISES  
12                  LICENSED UNDER THE “TOWN OF BRECKENRIDGE 2013 MARIJUANA LICENSING  
13                  ORDINANCE” THAT ARE LOCATED WITHIN THE TOWN’S DOWNTOWN  
14                  OVERLAY DISTRICT

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

18  
19                  Section 1. Section 4-4-21(C) of the Breckenridge Town Code is amended to read as  
20                  follows:

21  
22                  C.       Notwithstanding subsection B of this section any licensed premises that are  
23                  lawfully located within the Downtown Overlay District as of the effective date of  
24                  this chapter may remain in such location until the first to occur of:

25  
26                          1.       the licensee loses legal right to possession of the licensed premises for any  
27                          reason; or

28                          2.       ~~September 1, 2014~~                     , 20    .

29                          Upon the first to occur of subsection C1 or C2 of this section, the licensed  
30                          premises shall be permanently closed, but may be relocated to a location outside  
31                          of the Downtown Overlay District in accordance with Section 4-14-19.

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

35                  Section 3. The Town Council hereby finds, determines and declares that it has the power  
36                  to adopt this ordinance pursuant to: (i) the Colorado Medical Marijuana Code, Article 43.3 of  
37                  Title 12, C.R.S.; (ii) Section 16 of Article XVIII to the Colorado Constitution; (iii) the Colorado  
38                  Retail Marijuana Code, Article 43.4 of Title 12, C.R.S.; (iv) the applicable administrative  
39                  regulations; (v) The Local Government Land Use Control Enabling Act, Part 1 of Article 20 of  
40                  Title 29, C.R.S.; (vi) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning  
41                  powers); (vii) Section 31-15-103, C.R.S. (concerning municipal police powers); (viii) Section  
42                  31-15-401, C.R.S. (concerning municipal police powers); (ix) Section 31-15-501, C.R.S.  
43                  (concerning municipal authority to regulate businesses); (x) the authority granted to home rule

1 municipalities by Article XX of the Colorado Constitution; and (xi) the powers contained in the  
2 Breckenridge Town Charter.

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

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

9 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
10 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2014. A Public Hearing shall be held at the  
11 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
12 \_\_\_\_\_, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
13 Town.

14  
15 TOWN OF BRECKENRIDGE, a Colorado  
16 municipal corporation  
17

18  
19  
20 By: \_\_\_\_\_  
21 John G. Warner, Mayor  
22

23 ATTEST:  
24  
25  
26  
27

28 \_\_\_\_\_  
29 Helen Cospolich  
30 Town Clerk  
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## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Rick Holman, Assistant Town Manager  
**Date:** July 16, 2014  
**Subject:** Resolution to Establish a Policy for Naming of Town-Owned Properties

---

At the July 8, 2014 Town Council meeting, staff presented the draft of a naming policy for Council's consideration. Attached to this memorandum is a resolution that if approved, would establish a policy for the naming of Town-owned properties.

Based on feedback received from the Council, the following changes were made to the policy:

- Consideration for the naming of property honoring a deceased individual should not occur until the person has been deceased for at least **one (1)** year
- A new Section 5 was added for "Naming in Connection With Fund-Raising Effort. This new section should address the concerns aired by the Council that allow for a fund-raising effort to be exempt from this policy.
- Some additional language was added to Section 6, "Right to Change Name" which better describes those circumstances that would allow the Town Council to change the name of a property.

I will be available at the July 22, 2014 work session to discuss this resolution.

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

2  
3                                   RESOLUTION NO. \_\_\_\_

4  
5                                   Series 2014

6  
7                                   A RESOLUTION ESTABLISHING A POLICY FOR THE NAMING OF  
8                                   TOWN-OWNED PROPERTIES

9  
10 BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,  
11 COLORADO:

12  
13                               Section 1. Purpose and Intent of Policy.

14  
15                               The Breckenridge Town Council believes that the naming of public property, such as  
16 buildings, structures, parks, or features within those properties, is a matter of great importance  
17 and deserves careful consideration. Special consideration should be given to names that help tell  
18 the story of Breckenridge and help preserve and honor the history, geographical location, and  
19 cultural background of our community. The Town Council, therefore, enacts this policy to  
20 establish a systematic and consistent methodology for the naming of Town-owned property.

21                               Section 2. Properties Included Within Policy.

22  
23                               The following categories of Town-owned property are included within the scope of this  
24 policy:

- 25                               1. Town-owned Buildings and structures;
- 26                               2. All Town-owned real property, including Town open space and parks, unless  
27 specifically excluded in Section 3, below;
- 28                               3. Major features of a Town-owned property (including, for example, a secondary  
29 component of a piece of Town-owned property, such as a tennis court located within  
30 a park or a ball field); and
- 31                               4. Amenities (examples include: park benches, small furnishings, tables).

32                               Section 3. Properties Excluded From Policy.

33  
34                               This policy does not apply to the naming of the following categories of Town-owned  
35 property:

NAMING POLICY RESOLUTION

- 1 1. Historically registered properties for which a name has been indicated on a  
2 nomination form and accepted for use on a historic register;
- 3 2. Public art, the naming of which will be approved and overseen through the Town's  
4 Cultural Arts partner organization;
- 5 3. Public trails owned and managed by the Town's Open Space and Trails Department.  
6 The naming of such trails will be approved and overseen by the Town's Open Space  
7 Advisory Commission, and must comply with the requirements of this policy; and
- 8 4. Public open space or trails in which the Town has an interest but is managed by the  
9 Summit County Open Space and Trails Department. The naming of such trails will be  
10 approved and overseen by the Town's Open Space Advisory Commission and the  
11 Summit County Open Space Advisory Commission.

12 **Section 4. Guidelines For Naming Town-Owned Property.**

13  
14 When considering naming any Town-owned property to which this policy applies, the  
15 Town Council may consider the following guidelines:

- 16 A. Priority should be given to names carrying geographical, historical, or cultural  
17 significance to the area in which the property is located, or to the Town as a whole.
- 18 B. Property may be named after an individual when the individual has a historical  
19 association with the property, or the area in which it is located within the Town of  
20 Breckenridge.
- 21 C. Property may be named after an individual, living or deceased, or a business entity or  
22 other organization that has either: (i) made significant financial or civic contributions to  
23 the Town, or (ii) made a significant financial contribution to the particular property being  
24 named.
- 25 D. Consideration for the naming of a property honoring a deceased individual should not  
26 occur until the person has been deceased for at least one (1) year, and the person's  
27 historical significance and good reputation have been secured in the history of the Town.
- 28 E. Names should be chosen in a manner that avoids duplication, confusing similarity, or  
29 inappropriateness.
- 30 F. Suggestions for names of property may be solicited from organizations, residents, and  
31 individuals. Suggestions shall be prioritized based on these guidelines and submitted to  
32 the Town Council for consideration.
- 33 G. The Town Council shall approve any naming of Town-owned property by resolution.

NAMING POLICY RESOLUTION

1            **Section 5. Naming In Connection With Fund-Raising Effort.**  
2

3            The naming of Town-owned property in connection with an effort to raise private funds  
4 for the construction or improvement of such property presents a unique situation. In such  
5 circumstance, the Town Council may develop a separate property naming strategy and  
6 procedure, and may agree to name the property, or any portion of the property, in a written  
7 agreement with a donor based upon the Council’s considered determination that such action is  
8 appropriate and in the best interests of the Town. When naming a Town-owned property, or any  
9 portion of such property, in connection with a fund-raising effort the provisions of this policy  
10 shall not apply unless the Town Council determines otherwise.

11           **Section 6. Right To Change Name.**  
12

13           If the Town Council determines, in its reasonable and good faith opinion, that the  
14 circumstances have changed since the naming of a Town-owned property such that continued  
15 association of the Town with the name would adversely impact the reputation, image, mission, or  
16 integrity of the Town, the Town Council may change the name of the Town-owned property.  
17 Examples of changed circumstances that might warrant changing the name of a Town-owned  
18 property included, without limitation, the person for whom a Town-owned property has been  
19 name has been convicted of a felony or other crime of moral turpitude under state or federal law.

20           **Section 7. Amenities.**  
21

22           The naming of small furnishings, such as tables or park benches, are reviewed and  
23 approved by the Town Manager, and do not fall within the guidelines previously listed in this  
24 policy. The decision to approve or disapprove an amenity item on Town-owned property will be  
25 made by the Town Manager after consideration of the following guidelines:

- 26           A. An agreement must be entered into between the Town and the contributor for the amenity  
27           property being requested.
- 28           B. The contributor must pay the full cost, or at the Town Manager’s discretion, a majority of  
29           the cost, of the item being requested.
- 30           C. Amenity items will only be placed in areas where it is deemed appropriate based on the  
31           use of the property and available space.

32           **Section 8. Policy Only a Guide.**  
33

34           This policy is only a guide. Nothing in this policy limits the Town Council’s ultimate  
35 authority to vary from the terms of this policy, and to use its discretion in naming a Town-owned  
36 property based on the unique facts of a particular circumstance.



## Memorandum

**TO:** TOWN COUNCIL  
**FROM:** Dale Stein, Assistant Town Engineer  
**DATE:** July 16, 2014  
**RE:** Public Projects Update

---

### Arts District Build Out

The Arts District project is progressing on schedule. Final paint and finishes are being completed in the interiors and siding and painting on the building exteriors have begun to show the colors and feel of the campus.



The “Throne” sculpture leads you to the Arts District campus.



Siding is nearly completed on the Mikolitis barn. The false front was replicated from historic photos.



Vibrant colors bring the Metal Smithing studio to life.

### Old Masonic Hall

The General Contractor, Base Building Solutions, continues to receive and analyze the bids from subcontractors for the project.



### **Concrete Replacement**

The concrete replacements at various locations in the core of town are complete. Work outside the core will continue through July.

### **SH 9 Median and Roundabout Improvements**

Staff recently opened bids for the Phase 1 infrastructure work on the North Park Avenue roundabout and median improvements to Valley Brook Street. While multiple contractors were solicited and showed interest in the project, only one bid was received. This single bid however was approximately 5% below the Town's construction estimate. Staff is reviewing the bid information, preparing contract documents and expects to award this Phase 1 project to the single bidder.

Staff is also working with CDOT Region 3 to obtain the permitting for the project. Upon receipt of the CDOT permit construction work is anticipated to begin later this summer on August 25<sup>th</sup>.

### **Skate Park**

Staff is currently meeting with the user groups of the proposed Skate Park, reviewing the recent minor deletions to the park. Staff will update Council on July 22nd with the results of the user groups meeting and details on moving forward with the construction.

### **Artificial Turf Field**

No new update information.

### **North Main Street Park**

Staff has completed the work to reconfigure the plans and specification for the project to allow for a re-bidding process. The Town is now planning to act as a general contractor for the pocket park project and is currently scheduling a field meeting with local contractors needed to develop a construction team.

### **Lincoln Heated Sidewalk**

The mechanical Contractor for the project has been working this past week installing the gas line and boilers required for the heated sidewalk on Lincoln Avenue. The gas meter is expected to be set by XCEL Energy soon, and the final work on the boilers will be completed later this month. The system will be ready for operation prior to the fall and winter seasons.

## **Breckenridge Grand Vacations Community Center**

The Community Center project is progressing well with a number of contractors working concurrently on the project on various trades. Recent work includes the removal of the south parking lot in preparation of new curb & gutter, ADA ramps, lighting, storm drainage and final asphalt. The south parking lot is still on schedule to be paved later this month. Once paved the site contractor will concentrate efforts on the north parking lot in August.

Work is also moving forward on the construction of the new north addition which will house the movie concessions and restrooms. The contractor has completed work on the concrete foundation and has worked this past week on the framing of the exterior walls and installation of the underground plumbing.

Interior work on the building currently is concentrated on the installation of drywall, final electrical, plumbing, HVAC, and fire suppression. Once the drywall is substantially completed, scheduled for mid-August, work can progress on the final finishes, millwork and furnishings.

Upcoming schedule items:

- Receipt of bids for building furnishings scheduled for July 23, 2014,
- Sneak Peak tours of the building scheduled for Sunday August 17, 2014.



Left: The site contractor works to remove and re-grade the south parking lot of the Breckenridge Grand Vacations Community Center.

Below: The new framing is being placed for the movie concessions addition.



**MEMO**

**TO:** Mayor & Town Council  
**FROM:** Tim Gagen, Town Manager  
**DATE:** July 17, 2014  
**SUBJECT:** Committee Reports for 7-22-2014 Council Packet

*No committee reports were submitted at this time.*

<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	No Meeting/Report
Mayors, Managers & Commissions Meeting	Mayor Warner	Verbal Report
Liquor Licensing Authority*	Taryn Power	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
CMC Advisory Committee	Tim Gagen	No Meeting/Report

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

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



## May 31, 2014 Financial Report



Finance & Municipal Services Division

# Executive Summary

May 31, 2014

This report covers the year to date as of 5-31-2014.

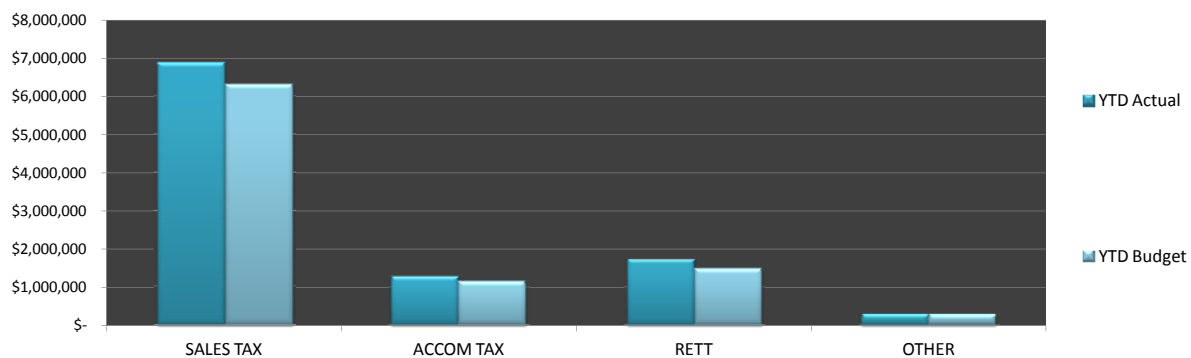
Revenues continue to be strong: Excise Fund revenue is ahead of budget by \$979k or 11% at \$10,162,968 vs. budget of \$9,183,788.

Sales Tax, Accommodations Tax and Real Estate Transfer Tax are ahead of budget (see table below for details)

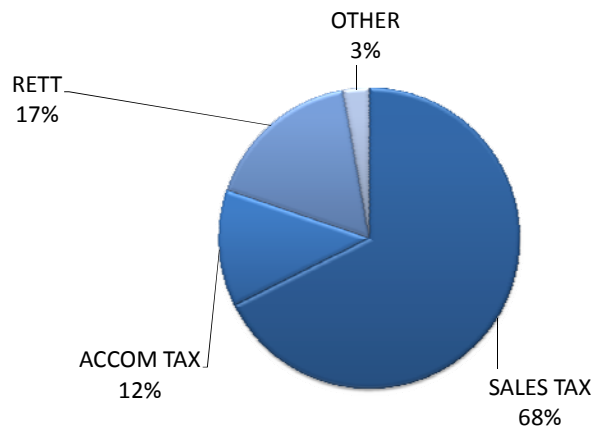
For more information on tax revenues (by month and business sector), please see the Tax Basics section of the Financials.

Staff will be available at the July 22 work session to answer any questions you may have.

## Excise YTD Actual vs. Budget - by Source



## YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 6,873,212	\$ 6,302,077	109%	\$ 15,198,907	\$ 6,262,592	\$ 14,839,044
ACCOMMODATIONS TAX	1,276,253	1,142,809	112%	2,018,536	1,130,859	2,006,571
REAL ESTATE TRANSFER	1,726,899	1,465,868	118%	3,800,001	1,701,625	4,462,232
OTHER*	286,605	273,034	105%	761,138	257,468	810,708
<b>TOTAL</b>	<b>\$ 10,162,968</b>	<b>\$ 9,183,788</b>	<b>111%</b>	<b>\$ 21,778,582</b>	<b>\$ 9,352,544</b>	<b>\$ 22,118,556</b>

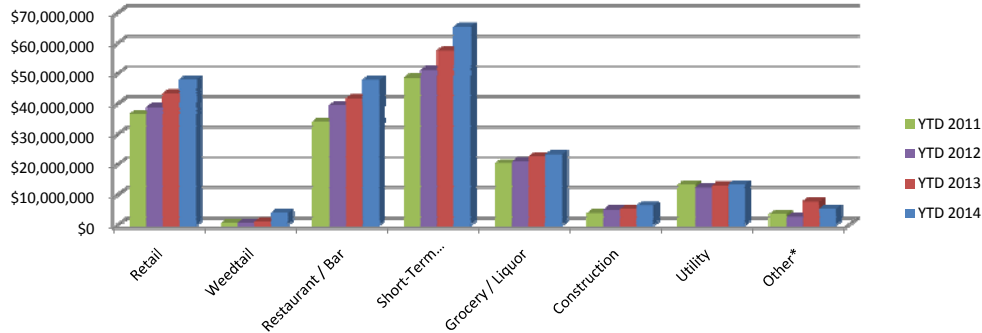
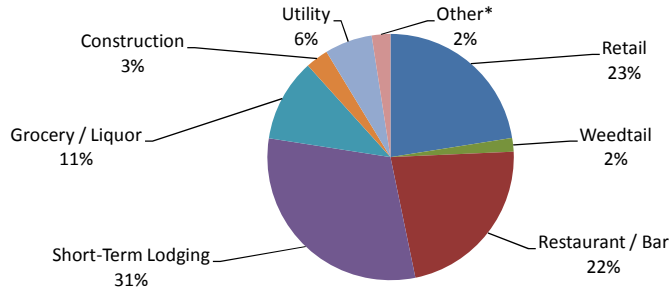
\* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

## The Tax Basics

### Net Taxable Sales by Industry-YTD

Description	YTD 2011	YTD 2012	YTD 2013	YTD 2014	2013/2014	2013/2014	2014
					\$ Change	% Change	% of Total
Retail	\$36,426,871	\$38,785,212	\$43,333,060	\$47,886,850	\$4,553,790	10.51%	22.53%
Weedtail	\$495,149	\$646,095	\$1,004,854	\$3,802,980	\$2,798,126	278.46%	1.79%
Restaurant / Bar	\$33,929,188	\$39,301,388	\$41,617,276	\$47,672,690	\$6,055,414	14.55%	22.43%
Short-Term Lodging	\$48,420,831	\$50,979,254	\$57,444,862	\$65,304,151	\$7,859,288	13.68%	30.72%
Grocery / Liquor	\$20,150,982	\$20,819,045	\$22,385,502	\$23,116,704	\$731,202	3.27%	10.87%
Construction	\$3,695,340	\$4,878,045	\$5,079,828	\$6,262,274	\$1,182,446	23.28%	2.95%
Utility	\$13,188,391	\$12,283,440	\$12,825,390	\$13,287,143	\$461,753	3.60%	6.25%
Other*	\$3,420,978	\$2,477,703	\$7,644,518	\$5,238,431	(\$2,406,087)	-31.47%	2.46%
<b>Total</b>	<b>\$159,727,728</b>	<b>\$170,170,182</b>	<b>\$191,335,290</b>	<b>\$212,571,223</b>	<b>\$21,235,933</b>	<b>11.10%</b>	<b>100.00%</b>

\* Other includes activities in Automobiles and Undefined Sales.



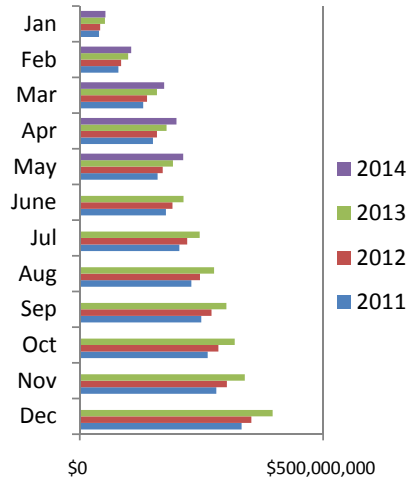
#### New Items of Note:

- May net taxable sales are currently ahead of 2013 by 6.87%.
- Year to date net taxable sales are currently ahead of 2013 by 11.1%.
- Retail, Lodging, & Weedtail had the best May on record. While Construction was up 73.74% over prior year, the sector was still down from 2006-2008.
- Retail, Construction, and Weedtail fared better than the aggregate of all sectors.
- Restaurant & Grocery/Liquor were both down from prior year.

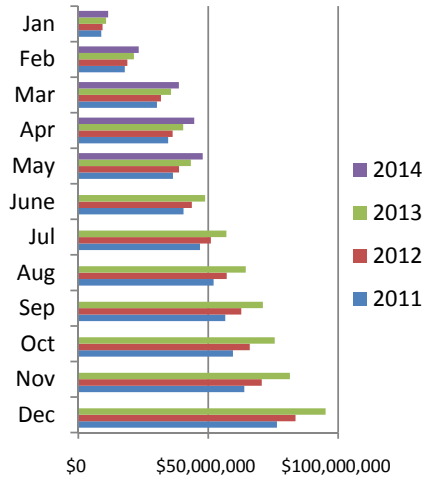
#### Continuing Items of Note:

- In 2014, a new category was added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation. The Retail sector has been adjusted to remove the sales previously reported in this category. The jump in sales from 2013 to 2014 can be attributed to the legalization of sales of recreational marijuana.
- A section on Disposable Bag Fees was added in 2014.
- 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.

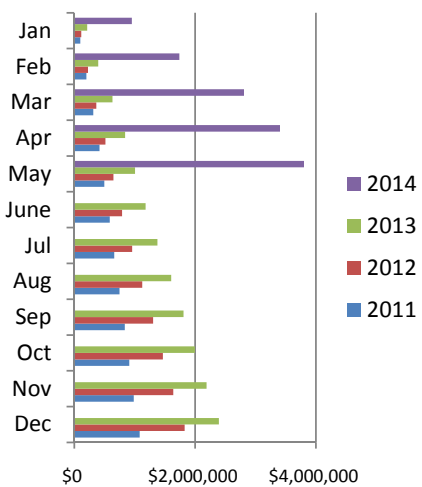
## Net Taxable Sales by Sector - Town of Breckenridge Tax Base



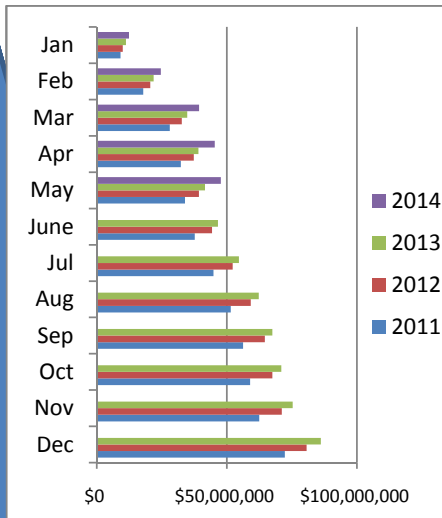
Total Net Taxable Sales					
	2011	2012	2013	2014 from PY	% change
Jan	\$39,457,505	\$41,718,482	\$51,515,786	\$52,659,931	2.22%
Feb	\$39,794,165	\$43,279,998	\$47,640,982	\$52,868,389	10.97%
Mar	\$51,127,532	\$53,068,463	\$59,291,948	\$67,663,298	14.12%
Apr	\$19,740,992	\$20,550,689	\$19,831,779	\$25,427,479	28.22%
May	\$9,607,534	\$11,552,549	\$13,054,797	\$13,952,126	6.87%
Jun	\$17,133,963	\$20,161,932	\$21,816,474	\$0	n/a
Jul	\$27,600,727	\$30,306,091	\$33,165,300	\$0	n/a
Aug	\$24,681,057	\$26,378,253	\$29,602,504	\$0	n/a
Sep	\$20,454,070	\$23,534,713	\$25,117,332	\$0	n/a
Oct	\$13,185,469	\$14,052,583	\$17,153,301	\$0	n/a
Nov	\$17,694,164	\$17,500,298	\$20,674,610	\$0	n/a
Dec	\$51,828,677	\$50,233,000	\$57,345,595	\$0	n/a
<b>Total</b>	<b>\$332,305,855</b>	<b>\$352,337,052</b>	<b>\$396,210,406</b>	<b>\$212,571,223</b>	



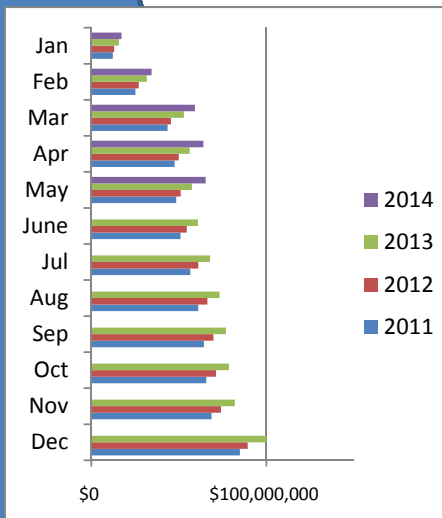
Retail					
	2011	2012	2013	2014 from PY	% change
Jan	\$8,873,745	\$9,332,951	\$10,697,178	\$11,490,642	7.42%
Feb	\$9,025,467	\$9,561,486	\$10,738,587	\$11,760,643	9.52%
Mar	\$12,371,926	\$12,894,030	\$14,239,977	\$15,472,499	8.66%
Apr	\$4,281,042	\$4,535,877	\$4,683,033	\$5,893,730	25.85%
May	\$1,874,691	\$2,460,868	\$2,974,285	\$3,269,336	9.92%
Jun	\$4,051,674	\$4,935,052	\$5,478,100	\$0	n/a
Jul	\$6,378,646	\$7,291,230	\$8,196,440	\$0	n/a
Aug	\$5,206,454	\$6,103,157	\$7,404,212	\$0	n/a
Sep	\$4,509,144	\$5,600,950	\$6,583,401	\$0	n/a
Oct	\$2,949,134	\$3,253,812	\$4,579,054	\$0	n/a
Nov	\$4,372,344	\$4,647,092	\$5,869,935	\$0	n/a
Dec	\$12,521,962	\$12,981,465	\$13,712,498	\$0	n/a
<b>Total</b>	<b>\$76,416,228</b>	<b>\$83,597,969</b>	<b>\$95,156,700</b>	<b>\$47,886,850</b>	



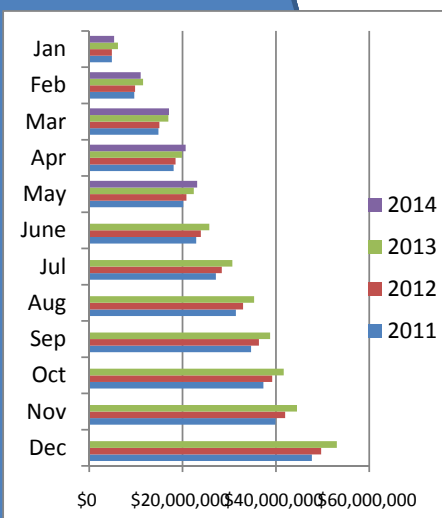
Weedtail					
	2011	2012	2013	2014 from PY	% change
Jan	\$98,400	\$112,836	\$213,016	\$951,609	346.73%
Feb	\$101,156	\$112,024	\$182,322	\$787,796	332.09%
Mar	\$114,141	\$138,857	\$236,589	\$1,068,198	351.50%
Apr	\$101,758	\$151,697	\$207,583	\$597,513	187.84%
May	\$79,694	\$130,681	\$165,344	\$397,864	140.63%
Jun	\$90,530	\$143,525	\$173,564	\$0	n/a
Jul	\$74,297	\$166,596	\$198,017	\$0	n/a
Aug	\$87,638	\$167,634	\$226,347	\$0	n/a
Sep	\$87,116	\$180,635	\$203,715	\$0	n/a
Oct	\$74,763	\$160,677	\$189,368	\$0	n/a
Nov	\$73,632	\$171,386	\$192,819	\$0	n/a
Dec	\$97,903	\$189,064	\$205,254	\$0	n/a
<b>Total</b>	<b>\$1,081,028</b>	<b>\$1,825,612</b>	<b>\$2,393,937</b>	<b>\$3,802,980</b>	



Restaurant / Bar					
	2011	2012	2013	2014	% change from PY
Jan	\$9,132,858	\$10,000,475	\$11,226,637	\$12,405,110	10.50%
Feb	\$8,708,081	\$10,576,852	\$10,663,258	\$12,240,942	14.80%
Mar	\$10,231,641	\$12,086,391	\$12,896,428	\$14,690,522	13.91%
Apr	\$4,227,322	\$4,662,012	\$4,291,147	\$6,011,972	40.10%
May	\$1,629,285	\$1,975,658	\$2,539,806	\$2,324,144	-8.49%
Jun	\$3,761,795	\$5,006,301	\$4,967,871	\$0	n/a
Jul	\$7,179,297	\$7,964,540	\$8,087,291	\$0	n/a
Aug	\$6,655,377	\$6,905,724	\$7,623,862	\$0	n/a
Sep	\$4,725,746	\$5,423,426	\$5,222,070	\$0	n/a
Oct	\$2,675,462	\$2,924,663	\$3,438,520	\$0	n/a
Nov	\$3,522,382	\$3,613,665	\$4,364,337	\$0	n/a
Dec	\$9,843,423	\$9,534,760	\$10,835,131	\$0	n/a
Total	\$72,292,669	\$80,674,467	\$86,156,358	\$47,672,690	

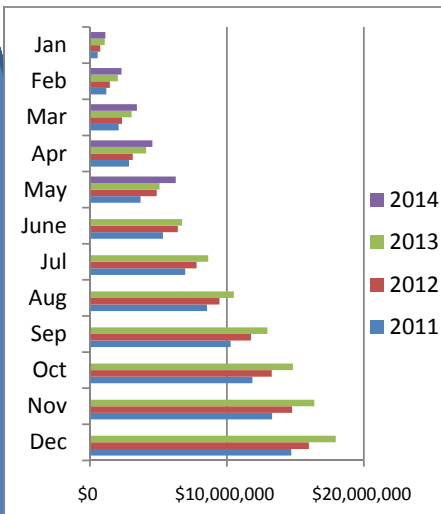


Short-Term Lodging					
	2011	2012	2013	2014	% change from PY
Jan	\$12,273,406	\$12,980,188	\$15,750,214	\$17,209,494	9.27%
Feb	\$12,861,701	\$14,098,863	\$15,918,238	\$17,213,750	8.14%
Mar	\$18,399,939	\$18,334,344	\$21,203,324	\$24,715,134	16.56%
Apr	\$4,053,070	\$4,477,551	\$3,299,059	\$4,886,799	48.13%
May	\$832,715	\$1,088,308	\$1,274,026	\$1,278,974	0.39%
Jun	\$2,532,271	\$3,498,126	\$3,481,386	\$0	n/a
Jul	\$5,513,083	\$6,619,464	\$6,891,430	\$0	n/a
Aug	\$4,617,400	\$5,172,991	\$5,399,014	\$0	n/a
Sep	\$3,209,320	\$3,501,612	\$3,679,077	\$0	n/a
Oct	\$1,353,845	\$1,495,331	\$1,778,689	\$0	n/a
Nov	\$2,982,078	\$2,764,095	\$3,275,376	\$0	n/a
Dec	\$16,181,397	\$15,265,907	\$18,071,603	\$0	n/a
Total	\$84,810,225	\$89,296,780	\$100,021,437	\$65,304,151	



Grocery / Liquor					
	2011	2012	2013	2014	% change from PY
Jan	\$4,853,813	\$4,857,276	\$6,142,115	\$5,320,739	-13.37%
Feb	\$4,803,009	\$4,962,402	\$5,407,026	\$5,684,344	5.13%
Mar	\$5,179,766	\$5,219,990	\$5,386,799	\$6,070,404	12.69%
Apr	\$3,261,348	\$3,469,430	\$2,938,151	\$3,566,709	21.39%
May	\$2,053,046	\$2,309,947	\$2,511,410	\$2,474,508	-1.47%
Jun	\$2,757,191	\$3,097,820	\$3,351,678	\$0	n/a
Jul	\$4,219,220	\$4,489,506	\$4,907,793	\$0	n/a
Aug	\$4,271,490	\$4,540,829	\$4,683,350	\$0	n/a
Sep	\$3,278,161	\$3,404,220	\$3,434,560	\$0	n/a
Oct	\$2,647,930	\$2,855,324	\$2,908,882	\$0	n/a
Nov	\$2,598,982	\$2,778,270	\$2,837,469	\$0	n/a
Dec	\$7,776,073	\$7,705,640	\$8,549,397	\$0	n/a
Total	\$47,700,028	\$49,690,652	\$53,058,631	\$23,116,704	



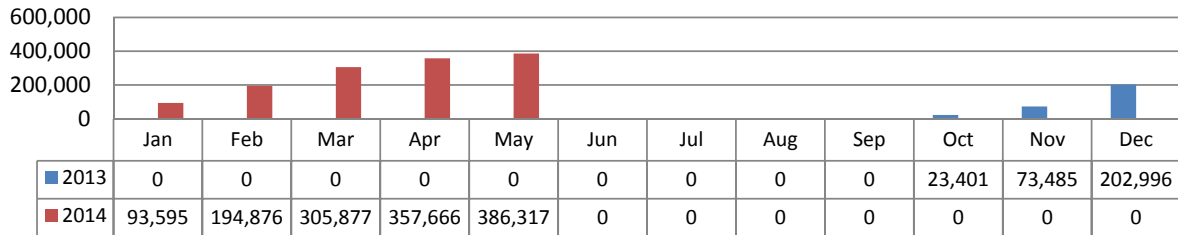


Construction					
	2011	2012	2013	2014	% change from PY
Jan	\$563,647	\$752,255	\$1,072,239	\$1,129,003	5.29%
Feb	\$633,474	\$703,811	\$964,673	\$1,171,370	21.43%
Mar	\$890,826	\$881,518	\$1,008,645	\$1,121,396	11.18%
Apr	\$770,474	\$779,206	\$1,055,938	\$1,140,743	8.03%
May	\$836,918	\$1,761,256	\$978,334	\$1,699,762	73.74%
Jun	\$1,630,112	\$1,540,822	\$1,653,588	\$0	n/a
Jul	\$1,625,460	\$1,366,520	\$1,903,161	\$0	n/a
Aug	\$1,594,166	\$1,670,785	\$1,870,078	\$0	n/a
Sep	\$1,722,226	\$2,297,356	\$2,454,362	\$0	n/a
Oct	\$1,595,351	\$1,521,388	\$1,858,158	\$0	n/a
Nov	\$1,437,391	\$1,482,393	\$1,555,679	\$0	n/a
Dec	\$1,392,964	\$1,226,412	\$1,568,060	\$0	n/a
Total	\$14,693,010	\$15,983,720	\$17,942,915	\$6,262,274	

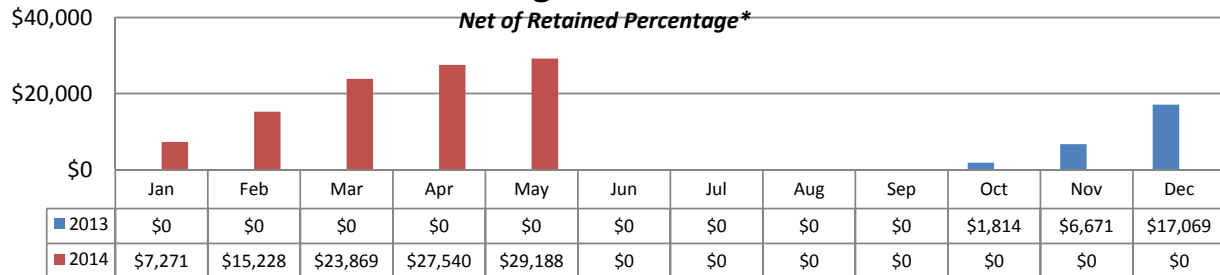
## Disposable Bag Fees

The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags and achieve a goal of the SustainableBreck Plan. The ten cent fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town's sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags. Retailers are permitted to retain 50% of the fee (up to \$1000/month through October 31, 2014; \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program.

## YTD # of Disposable Bags Reported



## YTD Bag Fees Remitted



\*Retailers are permitted to retain 50% of the fee (up to \$1000/month through October 31, 2014; \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational information to customers; provide required signage; train staff; alter infrastructure; fee administration; develop/display informational signage; encourage the use of reusable bags or promote recycling of disposable bags; and improve infrastructure to increase disposable bag recycling.

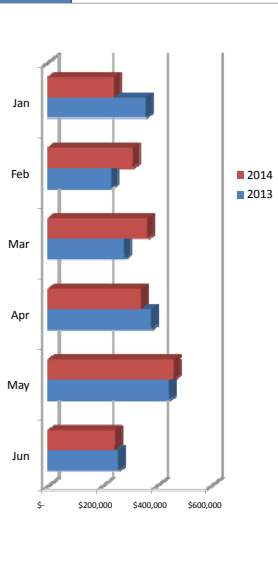
## Real Estate Transfer Tax

### New Items of Note:

- Revenue for the month of June fell short of prior year by 5.04%, yet surpassed the monthly budget by \$25,435.
- YTD Collections are up 0.9% from prior year, and ahead of budget by \$303,211 (through 6/30).
- We fell short of the prior year churn by 11.33% year to date (through 6/30).
- Condominium sales surpassed timeshare sales and now account for the majority of the sales (30.7%), with timeshares coming in second (27.65%).
- In 2013, single family homes held the majority share. YTD in 2014, single family homes rank in third place with 25.81% of the total.

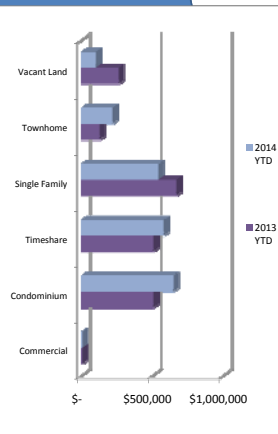
### Continuing Items of Note:

- 2014 Real Estate Transfer Tax budget is based upon the monthly distribution for 2013.



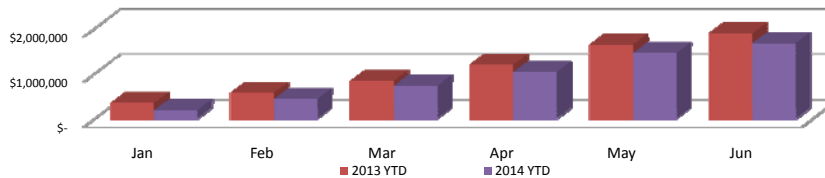
Total RETT						
	2012	2013	2014	% change	2014 Budget	+/- Budget
Jan	\$132,557	\$358,948	\$242,770	-32.37%	\$305,684	-\$62,914
Feb	\$234,630	\$234,357	\$311,353	32.85%	\$199,581	\$111,772
Mar	\$114,921	\$281,202	\$367,107	30.55%	\$239,475	\$127,632
Apr	\$174,514	\$380,279	\$343,886	-9.57%	\$323,850	\$20,036
May	\$292,708	\$446,840	\$461,783	3.34%	\$380,534	\$81,249
Jun	\$251,397	\$259,659	\$246,563	-5.04%	\$221,128	\$25,435
Jul	\$252,104	\$373,510	\$138,386	-62.95%	\$318,085	-\$179,699
Aug	\$388,749	\$393,194	\$0	n/a	\$334,848	n/a
Sep	\$311,285	\$496,379	\$0	n/a	\$422,722	n/a
Oct	\$387,028	\$506,334	\$0	n/a	\$431,199	n/a
Nov	\$389,275	\$403,015	\$0	n/a	\$343,212	n/a
Dec	\$761,919	\$328,416	\$0	n/a	\$279,683	n/a
<b>Total</b>	<b>\$3,691,087</b>	<b>\$4,462,133</b>	<b>\$2,111,848</b>		<b>\$3,800,000</b>	<b>\$123,512</b>

\*July #s are as of 07/11/2014



by Category					
Description	2013 YTD	2014 YTD	\$ change	% change	% of Total
Commercial	\$ 8,700	\$ 9,755	1,055	12.13%	0.46%
Condominium	507,702	648,309	140,607	27.69%	30.70%
Timeshare	507,524	583,928	76,405	15.05%	27.65%
Single Family	672,233	544,995	(127,238)	-18.93%	25.81%
Townhome	130,263	220,873	90,610	69.56%	10.46%
Vacant Land	266,494	103,988	(162,506)	-60.98%	4.92%
<b>Total</b>	<b>\$ 2,092,916</b>	<b>\$ 2,111,848</b>	<b>18,932</b>	<b>0.90%</b>	<b>100.00%</b>

### YTD Churn Analysis



# General Fund Revenues Summary

May 31, 2014

These next two pages report on results in our General Fund. This area contains most "Government Services," such as public works, police, planning, recreation facilities, and administrative function.

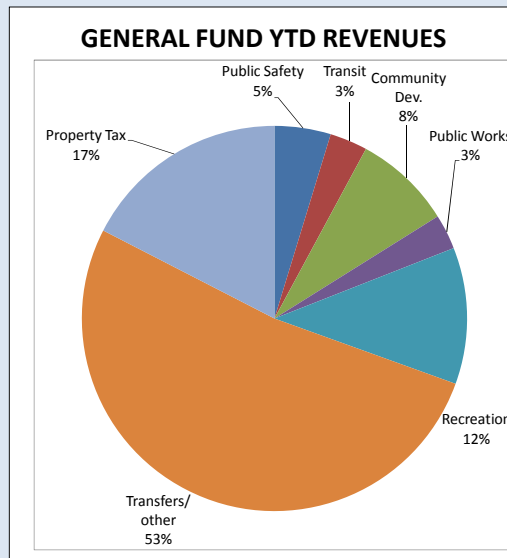
**General Fund Revenue:** At this date, the Town's General Fund is at 104% of YTD budget (\$10.0 million actual vs. \$9.57 million budgeted). The variances described below are all fairly minor.

**Variance Explanations:**

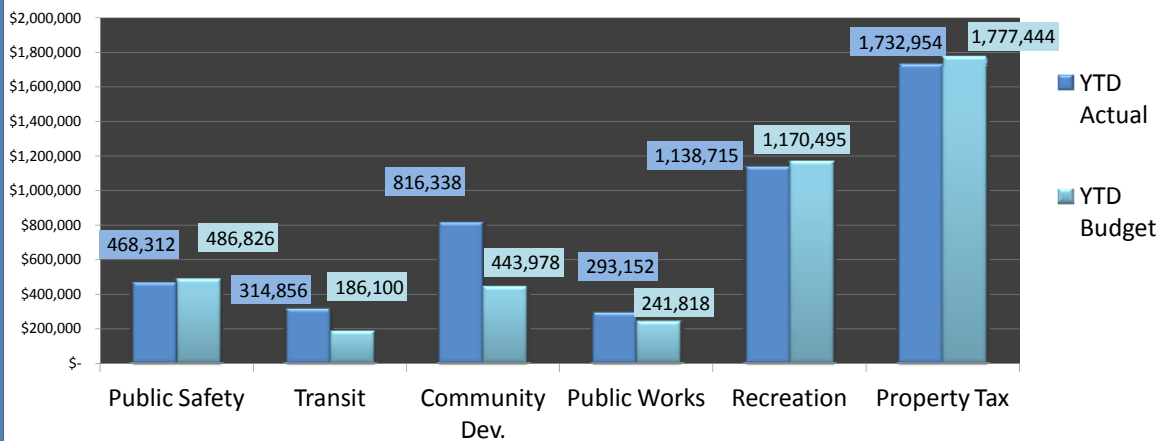
Transit over budget due to grants received.

Community Development over budget primarily due to building permits and plan check fees.

Property tax-timing. Payments generally received from the County February through July.



Gen. Fund YTD Revenue Act vs. Bud - by Program



## General Fund Expenditures Summary

May 31, 2014

This page details the expense side of the General Fund. These figures represent the cost of providing the services contained in this fund (Public Safety, Transit, Recreation, Public Works, Community Development, and Administration).

The General Fund actual expenditures through May 31, 2014 were under budget by 7% at \$8,251,880 vs. budget of \$8,895,631 .

### **Variance Explanations:**

Public Safety under budget due to wages (open positions) .

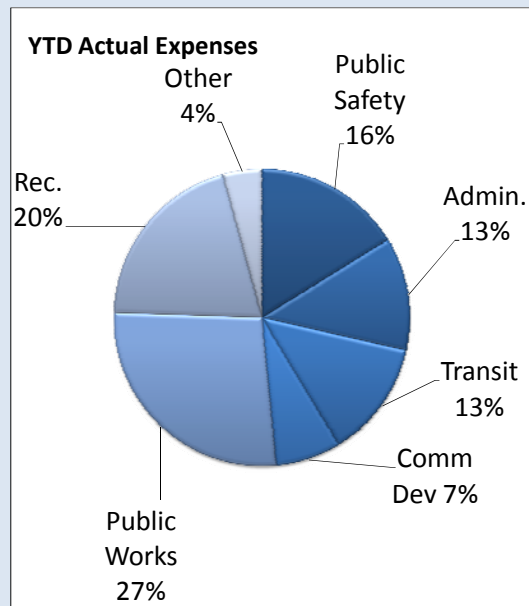
Transit under budget due to wages (open positions) .

Recreation under budget due to a number of operational items (wages, utilities and pro shop purchases at the ice rink, janitorial services, etc.).

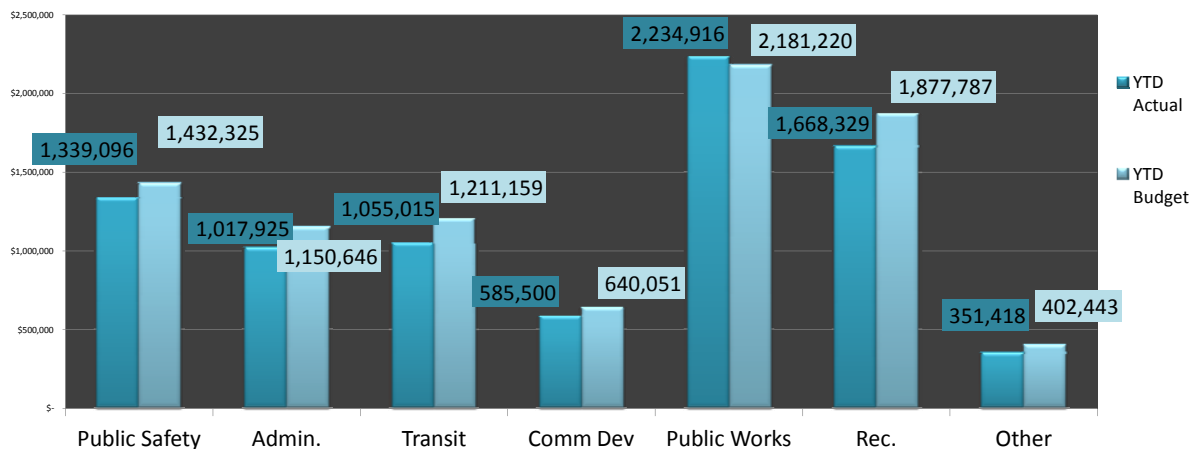
Public works over budget primarily due winter season snow hauling and bus barn remodel.

"Other" category is related to items rolled over from 2013:

- Nordic Center financing-did not draw as much as anticipated
- Green Team: purchases of reuseable bags yet spent)



### Gen. Fund YTD Expenditures Act. vs. Bud. - by Program



## ALL FUNDS REPORT

May 31, 2014

As stated in the Executive Summary section of this month's report, tax revenues are ahead of budget.

Most other revenue variances are due to timing.

**Capital Fund:**

- Revenue: over budget due to County contribution of \$500k for Harris Street building (timing-was budgeted in 2013) as well as other contributions for Harris Street Bldg. construction.
- Expense: under budget due to timing of capital expenditures
- The Capital Fund is the primary cause of the gap in YTD budget vs. actual expenses in the graph at right

**Special Revenue Funds:**

- Revenue:
  - Marketing Fund ahead of budget due to accommodation tax and business licenses
  - Affordable Housing over budget due to impact fees
- Expense: under budget due to timing of capital expenditures

**Utility:**

- Revenue: ahead of budget due to water rents, bulk water (ice castle) and PIF's.
- Expense: under budget due to capital expenditures budgeted but not spent-timing

**Internal Service Funds:**

- Revenue: ahead of budget due to insurance recoveries
- Expense: under budget due to timing of capital expenditures

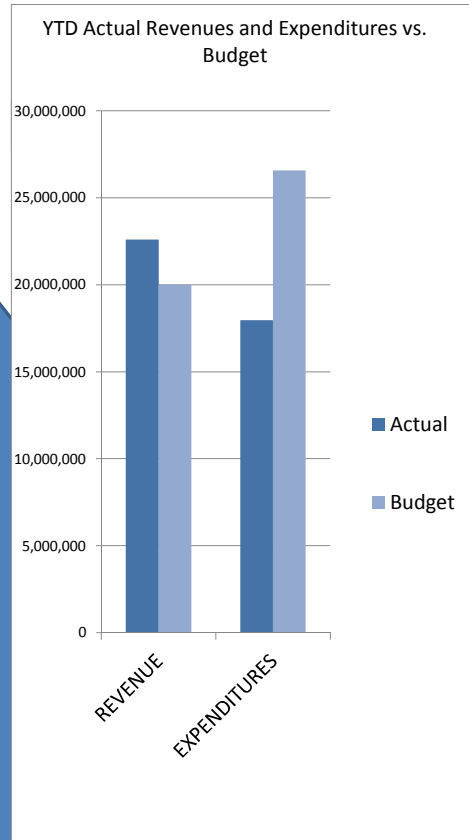
**Fund Descriptions:**

General Governmental - General, Excise, Capital, Special Projects, Child Care, Marijuana

Special Revenue Funds - Marketing, Affordable Housing, Open Space, and Conservation Trust

Enterprise Funds: Golf, Utility, Cemetery

Internal Service Funds - Garage, Information Technology (IT), and



## Combined Statement of Revenues and Expenditures

### All Funds May 31, 2014

REVENUE	YTD Actual	YTD Budget	% of YTD Bud.	Annual Bud.
<b>General Governmental</b>				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 15,320,064	\$ 14,044,828	109%	\$ 31,489,818
2 Special Revenue	2,832,153	2,499,065	113%	6,014,918
3 Internal Service	1,483,877	1,434,352	103%	3,461,464
<b>4 Subtotal General Governmental</b>	<b>\$ 19,636,093</b>	<b>\$ 17,978,245</b>	<b>109%</b>	<b>\$ 40,966,200</b>
5 Capital Projects	1,294,996	545,750	237%	593,000
<b>Enterprise Funds</b>				
6 Utility Fund	1,470,145	1,221,720	120%	4,284,789
7 Golf	181,967	241,925	75%	2,137,530
8 Cemetery	15,925	10,262	155%	22,518
<b>9 Subtotal Enterprise Funds</b>	<b>\$ 1,668,037</b>	<b>\$ 1,473,907</b>	<b>113%</b>	<b>\$ 6,444,837</b>
<b>10 TOTAL REVENUE</b>	<b>22,599,126</b>	<b>19,997,902</b>	<b>113%</b>	<b>48,004,037</b>
11 Internal Transfers	16,341,022	16,388,571	100%	26,088,374
<b>12 TOTAL REVENUE incl. x-fers</b>	<b>\$ 38,940,148</b>	<b>\$ 36,386,473</b>	<b>107%</b>	<b>\$ 74,092,411</b>
<b>EXPENDITURES</b>				
	YTD Actual	YTD Budget	% of Bud.	Annual Bud.
<b>General Governmental</b>				
1 General and Excise Fund	\$ 9,385,972	\$ 10,863,806	86%	\$ 24,957,706
2 Special Revenue	2,307,672	3,608,662	64%	8,234,682
3 Internal Service	1,116,179	1,615,133	69%	3,514,128
<b>4 Subtotal General Governmental</b>	<b>\$ 12,809,823</b>	<b>\$ 16,087,601</b>	<b>80%</b>	<b>\$ 36,706,516</b>
5 Capital Projects	3,984,176	8,877,683	45%	8,877,683
<b>Enterprise Funds</b>				
6 Utility Fund	773,163	1,085,577	71%	3,005,074
7 Golf	392,921	517,144	76%	1,757,661
8 Cemetery	0	5,655	0%	13,572
<b>9 Subtotal Enterprise Funds</b>	<b>\$ 1,166,084</b>	<b>\$ 1,608,376</b>	<b>73%</b>	<b>\$ 4,776,307</b>
<b>10 TOTAL EXPENDITURES</b>	<b>17,960,083</b>	<b>26,573,660</b>	<b>68%</b>	<b>50,360,506</b>
11 Internal Transfers	16,341,022	16,388,566	100%	26,088,374
<b>12 TOTAL EXPENDITURES incl. x-fers</b>	<b>\$ 34,301,105</b>	<b>\$ 42,962,226</b>	<b>80%</b>	<b>\$ 76,448,880</b>
<b>13 TOTAL REVENUE less EXPEND.</b>	<b>\$ 4,639,043</b>	<b>\$ (6,575,753)</b>	<b>N/A</b>	<b>\$ (2,356,469)</b>

\*The full 2014 budget amount is shown in the YTD Budget column as the timing of capital expenditures does not follow a predictable trend.

**General Governmental Funds** - General, Excise, Child Care, Marijuana and Special Projects  
**Special Revenue Funds** - Marketing, Affordable Housing, Open Space, and Conservation Trust  
**Internal Service Funds** - Garage, Information Technology (IT), and Facilities



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## MEMORANDUM

To: Town Council  
From: Peter Grosshuesch, Director of Community Development  
Subject: Sandwich Board Signs  
Date: July 15, 2014 for July 22 Council Meeting

Several weeks ago, in response to a business owner's request, the Town Council asked for a work session on the regulation of sandwich board signs. The relevant Town Code section for these signs is Title 8 Section 8-2-15. This memo serves as a primer for your discussion at the July 22<sup>nd</sup> worksession.

The problem we have been experiencing with these signs is pretty straight forward. They're simply not allowed for businesses, and the Code makes no distinction whether they are placed on public or private property. The only exception to the prohibition is for direction finding on temporary occasions associated with special events.

Sandwich Board sign violations have accounted for thirty six of the seventy logged contacts with merchants over Sign Code and Outdoor Display of Merchandise so far this year. As a percentage of the categories of violations we've observed, this is significantly up from the previous years (in 2013, eight percent of the violations were for sandwich board signs, and in 2012, it was sixteen percent). Further, the total number of contacts we have made with businesses regarding all Sign Code related violations is up significantly this year compared to previous years, reflecting a general trend with businesses that choose to violate the Sign Code.

We have discussed sandwich board sign issues internally with the affected departments. Issues we would have with a potential relaxation of the rules include:

- Seasonality – conflicts with snow removal would cause the Public Works Department problems
- Narrowness of the downtown sidewalks – during busy times the sandwich board signs could potentially take up valuable room needed to accommodate high volumes of pedestrians
- Visual Clutter – recent survey results on both Engage Breckenridge, and the Go Breck survey of businesses, repeatedly identified visual clutter as a concern of the respondents
- Off Site Sign Placement – businesses located "off the beaten path" have been known to place sandwich boards on public property in off-site, high pedestrian locations
- Size Limitations – absent any size limits, we could potentially see some very large signs as businesses attempt to "one up" each other to attract more customers
- "Build To" lines – on the 100 South block of Main St. for example, we have a built condition where the store fronts have been constructed right up to the edge of the sidewalk. Where that condition exists, merchants have no private property for the placement of sandwich board signs

Survey Results from Go Breck and Engage Breckenridge are enclosed for your review.

The Town has recently conducted two surveys to gather public and business owner opinions regarding sandwich board regulations. Respondents in both surveys were generally evenly split on the issue of allowing sandwich board signs to be placed outside of businesses. Visual clutter was a frequent reason cited by those who opposed relaxing the rules, and the lack of room on our narrow sidewalks was another. Many of those who were in favor conditioned their support with concerns that there should be proper guidelines established for the responsible placement of these types of signs.

Staff will be present at the worksession to answer any questions you may have regarding this issue.



## **Survey: Sandwich Board Signs**

**Question: Which best describes your relationship to Breckenridge?**

**Full-time resident of Breckenridge : 77**

**Seasonal resident or second homeowner of Breckenridge : 18**

**Business owner or manager in Breckenridge : 29**

**Question: If you are a business owner or manager, what type of business?**

**Restaurant : 5**

**Retail : 12**

**Lodging : 6**

**Professional Service : 14**

**Other (please specify) : 11**

**Question: Is your business located within the downtown core?**

**Yes : 35**

**No : 15**

**Question: Do you support allowing businesses to place sandwich board signs in front of their buildings?**

**Yes : 46**

**No : 49**

**Need more information : 10**

**Question: Do you have other observations on this matter that you would like to share with the Town Council?**





no(12)

**No, I do not want to become an Estes Park**

**No, it looks tacky....let's keep Breck as classy as possible and say no to these tacky signs. There are plenty of ways to reach our customers without resorting to sandwich boards**

**None at this time.**

**only for special events, sales or promotion**

**Our sidewalks are crowded enough. Boards would make it even more so.**

**Permitting such signs will add to the clutter and disrupt sidewalk traffic.**

**Please don't clutter up our Town with advertisements of this type. Let's try to keep a somewhat dignified atmosphere in town**

**please just limit the size of them.**

**require the size and the need to put them in at night.**

**Restrict the size and placement and support your retailers with a program that allows them to succeed.**

**Sandwich boards, when done nicely (black board w/ chalk writing) can be very charming. If they do not block pedestrian flow, I believe they would be a nice addition.**

**Should be on private property, not public right of ways and easements. Tastefully done although some of the "art work" around town looks like graffiti. One per entrance.**

**Should be some limitations but could be a positive, even for tourists to see specials offered by the businesses.**

**Should not restrict pedestrian traffic**

**sidewalk space is at a premium. Window and blade signage should be enough.**



Everyone is equal then.

Sidewalks are already too small.

Sidewalks are cluttered enough

Sidewalks are narrow enough and hard enough to pass during peak seasons.

Sidewalks are too narrow already. Foreign visitors don't know how to give way and walk in single file on crowded sidewalks. There is already too much confusion on the sidewalks especially between Lincoln and Washington on Main Street.

Sidewalks currently fill with traffic. Any obstacles will inhibit traffic flow and brings pedestrians, bikes, and dogs into greater conflict.

Sidewalks too narrow.

Signs will need to be limited in size and placed in a location that does not obstruct pedestrian traffic

Signs, displays, etc all ok i not on sidewalk and affecting walking traffic. The "clutter" to me is the endless real estate magazine holders. The boxes are ugly as fuck (usually canary yellow or mcdonald red)and you see blown around advertisements constantly.

size of signs should have a cap

Temporary advertising boards help attract customers and benefit business owners. So long as the signage doesn't block or substantially restrict the sidewalks, they should be permitted.

The clutter would definitely detract from our town's character

The number per building or business needs restriction and no walking sandwich boards.

The sidewalks are already too crowded on peak days, the wind is unpredictable and can blow them over. They are an eyesore.



The sidewalks are crowded enough without them taking up room. Maybe if they hung above the sidewalk so they are out of the way, that could look cool and would keep the path clear.

The sign code maintains a nice look in Breckenridge. Sandwich boards look cheap and will detract from the character of the town.

The signs look like signs, and regardless of one's opinion, buying or selling something is a fundamental American value. What's good for commerce is good for the USA.

However, strolling side-by-side down Main Street on any given weekend day, winter, spring, summer, or fall, is a challenge for the fleet-footed, let alone for children, dogs, and those of us who use a cane.

For safety's sake, keep these high hurdles comfortably above foot traffic.

The town looks good with out signage which makes our district look like a town in mid America.

Sidewalks are packed already with guests wanting to spend and they need a clear path to do so.

There is enough clutter on the sidewalks during the winter with the snow accumulation. We should not add to an already crowded situation.

There's not enough sidewalk space for sandwich signs

These merchants are the lifeblood of our downtown and must be supported to be successful. Reducing even one regulatory burden from them will be helpful. Government never shrinks it's influence so this will be a welcome and useful change.

These signs should have been allowed long ago.

They should be allowed, but on the parkway, not the sidewalk so that they do not trouble waking traffic

Think about the reason these signs were prohibited in the first place....clutter! Is that what the Town wants to see? Sandwich board signs are just the beginning. Next it will be more window signs, then neon signs. Why not inflatables? It's going to get out of hand. That's why this rule was adopted in the first place.



**Think these signs will clutter the sidewalk and detract from the atmosphere of the town**

**Town could dictate the type/style of sign. It helps send a message about your business to the Looky Lu's who don't want to open the front door. Also can help fill open appts!**

**Walking space is already at a premium. We don't need sandwich boards taking up that valuable space.**

**We are residents of Breckenridge all year round, we own Mountain Sun Tanning Salon and feel that sandwich board signs will clutter up the look of beautiful Breckenridge. Please don't do it.**

**We have seen various shops "push the envelope" with there displays. I think that this will cause crowding of an already overcrowded Main St. . Breckenridge is a different town experience through the preservation of certain core values, which continue to provide a unique experience to our GUESTS!!!!**

**We should all be able to tell people walking by, what we have to offer. One sandwich board, in a neat orderly fashion, is not going to clutter anything!!**

**Well done and classy signage is critical to the success of small businesses in Breckenridge.**

**While the sign restrictions are often very harsh, it has continued to keep the town more authentic and less cluttered. I think the issue of the sandwich board signs should be addressed by location/area. For example the Main Street Historic Downtown area should not be allowed sandwich boards due to the pedestrian traffic. However, some areas such as Citimarket Plaza or Post office or Main Street Station could be able to have sandwich boards due to the amount of pedestrian walkway present.**

**Why is it some businesses disregard the sign codes and dont have any repercussions and others do. Seems the bigger the company the less they have to follow the rules.**

**xx**



yes breck is windy and the side walks are narrow as long as this is a town wide ruling then competition is equal

allow in the summer, but once there is snow on the sidewalk their use should be discontinued

Any decision requires some reasonable guidelines.

As the introduction to the survey says, it will encourage clutter and many sandwich boards are far from classy. Therefore, it detracts from providing an appealing look for Breckenridge. As a business owner and someone who spends several days a week on Main St. I can attest to the fact that businesses use sandwich boards as it is and the code is rarely enforced.

At the height of tourist season both winter and summer it is very hard to walk down main street, these signs would just get in the way. Some store put clothes racks outside their doors which impact movement

The other side is that you get to Main Street Stations where there is room on the sidewalks you find these signs are place there. Why them and not main street.

Businesses need to advertise, maybe the use of flat signs that can fit up against the buildings might be the solution

Because of the layout of Breck, many businesses do not have an "obvious" storefront to promote their products and services. Many are tucked downstairs or hidden corners in small complexes. Visitors miss some amazing outlets because they don' see them or can't find them! Some examples are Ridge Street Wines (tucked down a small alley) or La Parisienne (sp) tucked downstairs in a corner; likely the best bakery in town! We have lots of great shops. Allow them to be more visible! .

Businesses have the opportunity to post menus, sales, etc. on their windows and outside on their doors, etc. They do not need sandwich boards which will crowd the sidewalks which are already filled with visitors.

Could see allowing this with restrictions that are enforceable.

Enough other places for signage without taking up sidewalk space.



**Especially if it is on the privately owned deck, walkway or other property of the business owner.**

**Good to get public input on this issue, but more important to develop a consistent and well reasoned policy that applies to all businesses equally. Trust the Council to hold a pro/con discussion, make a well considered decision and then enforce it.**

**I agree that sidewalk space is limited & I often avoid main street altogether because of crowded sidewalks; however posted menus make a huge difference in whether people enter a restaurant or not. Sometimes you can't even tell that there is a restaurant inside a building because there is nothing on the outside to announce their business. I think allowing menus to be posted is a great idea but there need to be guidelines on how big the signs are- maybe only allow hanging signs off the building**

**I agree that there is too little sidewalk as it stands. I really don't want to trip over signs.**

**I agree with retail marijuana, but it needs to be easily avoidable. We have an amazingly child friendly downtown and I'd love it to stay that way.**

**I am absolutely opposed to having "pot shops" in our downtown area.. and if I were a tourist I would certainly not choose to stroll through areas where these businesses were located. I thought we were trying to be a "family friendly" town so why put sleazy businesses where families with children would like to stroll? We already have tarnished our previously wonderful Colorado image and are now the butt of late-night comedians...**

**I am against the sandwich boards for the simple fact that the narrow sidewalks in Breckenridge do not have enough space for pedestrians and sandwich boards. Please eliminate the sidewalk clutter by not allowing sandwich boards. Thanks.**

**I believe the current view that sandwich boards will lead to unattractive street clutter is correct. Businesses are permitted adequate signage and should rely on other formal marketing avenues, e.g. paper, TV and online, to further advertise their businesses.**

**I can understand why businesses would make this request. I am concerned every busy would put out a sign and the streets would indeed become**



cluttered and there could be some safety issues during the crowded visitor times. I am more inclined to support menu signs on the fronts of building. I also think the signs should be uniform in size, color, etc. .

I feel it will make it nearly impossible to walk down the sidewalk in summer and winter both. As it is, there is little room for the many pedestrians...especially when they have dogs on leashes, etc.

I know I have seen sandwich boards around town, which I assume are in breach of our existing ordinance, but they have seemed out of place to me. However, I accept the arguments in the existing ordinance that clutter would not be good for the appearance of the town and that sidewalk space is limited. Overall I think the ordinance should not change and that it should be better enforced.

I personally like the sandwich boards as it adds some old time advertising feeling to the street. I would like to see them be allowed.

I see no problem with it as long as they are tasteful and possibly have a size restriction so as not to be huge.

I support the addition of sidewalk signs with the restriction that they be located within a reasonable distance from the business and that they do not impede walking traffic.

I think a "one size fits all" sign code is not good. French & Ridge streets are different from Main Street but the current sign code seems to have been written for Main Street. The sign code should be reviewed with an eye toward different (looser) regulations for businesses on streets other than Main.

I think if every business owner had one out, it would detract from the look of Main Street.

I think the sandwich boards are fine as long as they are only out during the hours that the establishment is open.

I think the town needs to do a better job of picking up the dog poop in public places.

I think they should be allowed but not directly on Main Street sidewalk.



**I think we must consider this carefully. Our sidewalks are already pretty crowded during busy times and with every store having a board out front I think it could add to the congestion. We have been to several tourist towns lately that allow boards and it really does get a little cluttered looking. I think window signage or "menu boards" might be a little more appropriate.**

**I would like to support our businesses. I would not want the size or number of sandwich boards to be such that sidewalk traffic is slowed or pedestrians are routed into the street. Likely these are bigger issues Nov - April when part of the sidewalk is covered in snow. In no case should the signs be allowed to stay out beyond the business normal operating hours.**

**I'd like to qualify my support of these signs: the signs should be placed in such a way as not to obstruct the sidewalk. For example - next to the door of the business would be fine, however in the middle of the sidewalk would be a nuisance.**

**If is well place and announcing an event, then yes a sandwich board is necessary as for example Second Saturday. To just advertise on a sandwich board is snot necessary. There are other means to advertise. Also, my question is: what is Town Council trying to do with Breckenridge. I see our town taking a downward slide with all the type of surveys they have. Most of the time, the Town Council does not listen to the public since they have their minds made up anyway ie: selling marijuana downtown.**

**It cheapens the look and feel of town. Good businesses don't need sandwich boards to succeed in such a well visited town.**

**It just adds clutter.**

**Its accents a business who is motivated to get folks in the door**

**It's already difficult to navigate the narrow sidewalks. If every other business in town put out sandwich boards, it would become an obstacle race and detract from the beauty of Main St.**

**It's in the towns best interest to help all businesses be successful and help within reason by allowing reasonable signage to be displayed. One example of this would be to allow business to display inside their window one of this red neon signs that simply says OPEN as do many other towns such as Frisco but now to allow a flashing neon sign. Many business don't appear to be open from a distance and pedestrians therefore turn around and walk the**





other way.

It's info that a shopper would like. Unless it's too big or a bad color, can't see the problem.

Keep it limited and professional looking

Let's leave the walking "Sandwich Board" promotions to Frisco and Dillon... I see nothing wrong with a small sandwich sign at the entrance to an establishment on their property advertising the special of the day... I don't want to see walking talking sandwich signs on the sidewalks.

looks tacky. What if every merchant put out one?

**MAKE MAIN STREET FUN!!!**

Let our businesses show their personalities, put so much fun stuff out that visitors can't resist getting out of their cars to walk through town to shop and dine.

Most businesses on Main St. only have a sign on their building facing Main St. which cannot be seen while walking on the sidewalk. Board signs on the sidewalk would help people know what they are walking past. As long as they don't interfere with pedestrian traffic, I don't think they would take away from any historical charm. In fact, a well designed hand written sign can add charm and be aesthetically pleasing.

My response is a "yes, but" -- not too many. Maybe only so many per block so businesses would have to request having a board or they can have only so many per month or year allowing all or many businesses the same advertising opportunity.

n/a

## Comments

Number of Comments 8

Comment 1: My concerns: visual clutter, obstruct pedestrian flow (especially in winter when snow and ice narrow pathways.) | By Jerry D

Comment 2: The sidewalks are crowded enough without them taking up room. Maybe if they



hung above the sidewalk so they are out of the way, that could look cool and would keep the path clear. | By Rebecca K

Comment 3: Sidewalks are narrow enough as is, no need for sandwich boards getting in the way. I'm fine if the board is leaned up against a building though. Then at least its out of the way and still visible. | By Michael B

Comment 4: Sandwich boards seem unnecessary and will create clutter | By Joe Y

Comment 5: no | By John E

Comment 6: They should be allowed, but only on the parkway areas, NOT on sidewalks, where they would inhibit walking traffic | By robin D

Comment 7: Our sidewalks are narrow enough. It's hard to get up and down the street as it is. Put them in the window. | By Ken W

Comment 8: Town of Breckenridge spent April, May and June widening the sidewalks | By Patty T

Title	Business Category	Change to Sign Code
Employee	Restaurant	No
Owner	Retail	No
Owner	Professional	No
Employee	Lodging	No
Employee	Professional	No Keep as is
Owner	Professional	No Keep as is
Owner	Retail	No Keep as is
Owner	Retail	No Keep as is
Employee	Professional	No Keep as is
Manager	Retail	No Keep as is
Owner	Retail	No Keep as is
Manager	Professional	No Keep as is
Employee	Professional	No Keep as is
Employee	Retail	No Keep as is
Employee	Restaurant	No Keep as is
Owner	Restaurant	No Keep as is
Employee	Retail	No Keep as is
Employee	Retail	No Keep as is
Owner	Professional	No Keep as is
Manager	Retail	No Keep as is
Owner	Retail	No Keep as is
Employee	Retail	No Keep as is
Owner	Retail	No Keep as is
Manager	Retail	No Keep as is
Employee	Retail	No Keep as is
Employee	Retail	No Keep as is
Employee	Retail	No Keep as is
Manager	Retail	No Keep as is
Employee	Professional	No Keep as is
Manager	Restaurant	No Keep as is
Employee	Retail	No Keep as is
Employee	Retail	No Keep as is
Manager	Retail	No Keep as is
Owner	Professional	No Keep as is
Employee	Retail	No Keep as is
Owner	Retail	No Keep as is
Owner	Professional	No Keep as is
Owner	Restaurant	No Keep as is

Owner	Retail	No Keep as is
Employee	Retail	Not sure
Owner	Retail	Not sure
Manager	Retail	Not sure
Employee	Professional	Not sure
Owner	Retail	Not sure
Employee	Retail	Not sure
Manager	Retail	Not sure
Manager	Retail	Not sure
Owner	Professional	Not sure
Manager	Lodging	Not sure
Owner	Retail	Not sure
Manager	Retail	Not sure
Owner	Lodging	Not sure
Manager	Professional	See Comments
Manager	Retail	See Comments
Employee	Retail	Yes

You NEED to give Main St. businesses as many opportunities as possible to compete with the art festivals. If you are going to allow 100+ out of town businesses (artists are all self-employed, non-local entities) to come to our town on our busiest weekends you absolutely need to do everything possible to level the playing field for brick and mortar stores. We are the life of our town and the art fairs are destroying our town's sustainability and vitality, as every time they take place so much money is being spent at non-local businesses.

Sale signs attached to private property should be allowed

Ridge Street Yes/Main Street No  
Ok Only For Restaurants

Title	Business Category	Change to Sign Code
Manager	Restaurant	Yes
Employee	Retail	Yes
Owner	Retail	Yes
Owner	Restaurant	Yes
Employee	Restaurant	Yes
Owner	Restaurant	Yes
Owner	Retail	Yes
Owner	Retail	Yes
Employee	Retail	Yes
Owner	Retail	Yes
Employee	Restaurant	Yes
Employee	Restaurant	Yes
Owner	Retail	Yes
Manager	Restaurant	Yes
Employee	Restaurant	Yes
Owner	Retail	Yes
Employee	Retail	Yes
Manager	Retail	Yes
Employee	Retail	Yes
Employee	Professional	Yes
Manager	Restaurant	Yes

We have a downstairs location and don't wish to put it on the sidewalk but on our staircase to help w poor visability.

Owner	Restaurant	Yes
Owner	Retail	Yes
Owner	Retail	Yes
Manager	Retail	Yes
Employee	Retail	Yes
Owner	Restaurant	Yes
Employee	Retail	Yes
Owner	Professional	Yes
Employee	Professional	Yes
Owner	Professional	Yes
Owner	Lodging	Yes
Owner	Professional	Yes
Employee	Lodging	Yes
Owner	Professional	Yes

TOTAL: 90

No Keep as is: 39

Not sure: 13

Yes: 36

Comments: 2



## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Shannon Haynes, Chief of Police  
**Date:** July 15, 2014  
**Subject:** Restrictions for Marijuana Establishments in the Downtown Overlay District

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At Council's request staff has developed a list of potential restrictions for marijuana businesses operating in the Downtown Overlay District.

The Town of Breckenridge has the ability under the Colorado medical marijuana code to adopt and enforce our own rules and regulations. Similarly, the Colorado retail marijuana code allows municipalities to enact regulations governing the time, place, manner and number of retail establishments.

Given our ability to regulate marijuana sales within the Town, Council previously approved a number of regulations that restrict the sale of marijuana. Our current restrictions state no marijuana business shall be located:

- Within 500' of a licensed childcare facility;
- Within 500' of any educational institution or school, college or university, either public or private;
- Within 500' of any half way house;
- Adjacent to property being used for a residential use; provided the restriction does not apply to an adjacent mixed use building containing both residential and commercial units;
- Within any building or structure that contains a residential unit;
- On the ground floor, if located within the downtown core; or on any floor immediately above and below the sidewalk fronting at street level of any split level structure within the downtown overlay district.

### Restriction Considerations

Staff requests Council provide feedback on the restrictions they would like to see in the Downtown Overlay District. The following comprehensive list of possible restrictions has been provided for discussion:

Would Council prefer a cap on the number of marijuana establishments in the Downtown Overlay District? If so, what is that number?

Does Council want to restrict the physical location of marijuana establishments in the Downtown Overlay District in any of the following ways?

- On the ground floor
- Within any building or structure that contains a residential unit
- Within 500' of a licensed childcare facility;

- Within 500' of any educational institution or school, college or university, either public or private;
- Within 500' of any half way house;
- Adjacent to property being used for a residential use; provided the restriction does not apply to an adjacent mixed use building containing both residential and commercial units;
- On any floor immediately above and below the sidewalk fronting at street level of any split level structure within the downtown overlay district;

A review of restrictions from other municipalities revealed a variety of distances required between establishments (i.e. 1,000 feet, 700 feet, 200 feet). Would Council like to limit the proximity of establishments to one another?

Does Council want to keep current signage and entryway requirements?

Does Council want to prohibit the displacement of residential in the Downtown Overlay district by retail or medical marijuana establishments?

Does Council want to specifically prohibit cultivation and/or product manufacturing within the Downtown Overlay District?

What other policy direction does the Council want to address regarding retail and medical marijuana operations in the Downtown Overlay District?

Maps of the Downtown Overlay District will be provided to Council, and available for public viewing, at the work session on July 22<sup>nd</sup>. I will be present at the work session on July 22<sup>nd</sup> to answer questions and discuss options.