



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, October 13, 2015; 7:30 PM

Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
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	A. CAST/MMC (MAYOR WARNER)	
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*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. 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.

- C. BRECKENRIDGE TOURISM OFFICE (MS. WOLFE)
- D. BRECKENRIDGE HERITAGE ALLIANCE (MS. LAWRENCE)
- E. WATER TASK FORCE (MR. GALLAGHER)
- F. BRECKENRIDGE CULTURAL ARTS (MR. BURKE)

X OTHER MATTERS

XI SCHEDULED MEETINGS

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XII ADJOURNMENT

*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. 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.

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CALL TO ORDER, ROLL CALL

Mayor Warner called the meeting of September 22, 2015 to order at 7:35 pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. Lawrence, Ms. Wolfe, Ms. Gigliello and Mayor Warner. Mr. Burke was absent.

APPROVAL OF MINUTES - SEPTEMBER 8, 2015

With no changes or corrections to the meeting minutes of September 8, 2015, Mayor Warner declared they would stand approved as submitted.

APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agenda.

COMMUNICATIONS TO COUNCIL

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

Mayor Warner opened Citizen's Comment.

Mr. Steve Lapinsohn, a Breckenridge resident and member of the BTO board, stated he had retailers approach him on a couple of items that he is concerned about. He proceeded to read a letter into record which included concerns about aggressive panhandling and sleeping in doorways, loitering and camping out. He stated he collected 44 signatures from residents and business owners who are concerned about this matter. He also stated the sign code has been aggressively enforced, and has gone from no enforcement to threats and warnings. Mr. Lapinsohn stated Real Estate offices continue to advertise on their windows, and he would like more considerations for other businesses and more leniency to the sign code. Mr. Berry clarified there was recent case law about first amendment rights and free speech in the matter of panhandling and loitering. Mayor Warner stated the Police need to be aware of the problem and the new camping ordinance should help. Mr. Holman recommended hosting a community meeting with the retailers on these matters. Ms. Lawrence stated this came up a couple of weeks ago and she understands it's a perception issue, and she also has noticed more police presence in downtown and maybe that can continue. Mayor Warner stated an open house to speak with the community would be a good option. Mr. Berry stated staff is looking at more revisions to the sign code right now, and hopefully we'll have something to the Council soon that people can react to.

There were no additional comments and Citizen's Comment was closed.

CONTINUED BUSINESS

A. Second Reading of Council Bills, Series 2015 - Public Hearings

1. COUNCIL BILL NO. 28, SERIES 2015 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 2A, Rittinger Subdivision)

Mayor Warner read the title into the minutes. Mr. Tim Berry stated there were no changes to this ordinance from the first reading.

Mayor Warner opened the public hearing on second reading. There were no comments and the hearing was closed.

Mr. Gallagher moved to approve COUNCIL BILL NO. 28, SERIES 2015 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 2A,

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Rittinger Subdivision) . Ms. Gigliello seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.

NEW BUSINESS

A. First Reading of Council Bills, Series 2015 - Public Hearings

1. COUNCIL BILL NO. 29, SERIES 2015 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE," CONCERNING TEMPORARY TENTS
Mayor Warner read the title into the minutes. Mr. Tim Berry stated one change to this ordinance is noted in the version handed to Council at the meeting, which changes the duration of tents to 150 days instead of 120 days.

Mayor Warner opened the public hearing on first reading. There were no comments and the hearing was closed.

Mr. Gallagher moved to approve COUNCIL BILL NO. 29, SERIES 2015 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE," CONCERNING TEMPORARY TENTS. Ms. Wolfe seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.

2. COUNCIL BILL NO. 30, SERIES 2015 - AN ORDINANCE APPROVING A LAND EXCHANGE AGREEMENT WITH COLORADO MOUNTAIN COLLEGE FOUNDATION, INC., A COLORADO NONPROFIT CORPORATION
Mayor Warner read the title into the minutes. Mr. Tim Berry stated this ordinance would approve a land exchange with CMC. He further stated this ordinance does involve the disposition of certain Town property which requires formal action by ordinance or election.

Mayor Warner opened the public hearing on first reading. There were no comments and the hearing was closed.

Mr. Brewer moved to approve COUNCIL BILL NO. 30, SERIES 2015 - AN ORDINANCE APPROVING A LAND EXCHANGE AGREEMENT WITH COLORADO MOUNTAIN COLLEGE FOUNDATION, INC., A COLORADO NONPROFIT CORPORATION. Ms. Lawrence seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.

B. Resolutions, Series 2015

1. RESOLUTION NO. 18, SERIES 2015 - A RESOLUTION APPROVING AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO CONCERNING THE PROPOSED HURON LANDING WORKFORCE HOUSING PROJECT
Mayor Warner read the title into the minutes. Mr. Tim Berry stated this resolution would approve an extension to the MOU with the BOCC so preliminary work can be continued while the project is in process.

Ms. Lawrence moved to approve RESOLUTION NO. 18, SERIES 2015 - A RESOLUTION APPROVING AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO CONCERNING THE PROPOSED HURON LANDING WORKFORCE HOUSING PROJECT. Mr. Gallagher seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.

2. RESOLUTION NO. 19, SERIES 2015 - A RESOLUTION IN SUPPORT OF BALLOT QUESTION 2A ON THE NOVEMBER 2015 BALLOT

Mayor Warner read the title into the minutes. Mr. Tim Berry stated the FCPA allows a local government to adopt a resolution in support of a ballot issue. He further stated this resolution is in support of Ballot Question 2A and this is the lawful way to support it in a formal setting.

Ms. Gigliello moved to approve RESOLUTION NO. 19, SERIES 2015 - A RESOLUTION IN SUPPORT OF BALLOT QUESTION 2A ON THE NOVEMBER 2015 BALLOT. Ms. Wolfe seconded the motion.

The motion passed 6 - 0. Mr. Burke was absent.

3. RESOLUTION NO. 20, SERIES 2015 - A RESOLUTION IN SUPPORT OF SUMMIT COMBINED HOUSING AUTHORITY'S BALLOT QUESTION 5A

Mayor Warner read the title into the minutes. Mr. Tim Berry stated the same explanation for the 2A resolution also applies to this resolution, as this resolution urges voters to vote yes on Ballot Question 5A.

Mr. Brewer moved to approve RESOLUTION NO. 20, SERIES 2015 - A RESOLUTION IN SUPPORT OF SUMMIT COMBINED HOUSING AUTHORITY'S BALLOT QUESTION 5A. Ms. Gigliello seconded the motion.

The motion passed 6 - 0. Mr. Burke was absent.

C. Other

PLANNING MATTERS

A. Planning Commission Decisions

With no request to call an item off the consent calendar, Mayor Warner declared the Planning Commission Decisions would stand approved as presented.

B. Planning Commission Report (Ms. Wolfe)

Ms. Wolfe stated she had no update from the notes of the meeting.

REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated he is in the process of creating the Budget Retreat Agenda, and he encouraged Council to contribute to the agenda.

REPORT OF MAYOR AND COUNCILMEMBERS

A. Cast/MMC (Mayor Warner)

Mayor Warner stated he had no report. Mr. Holman asked Council to reserve October 15 for the Whistler group visiting Breckenridge. Mayor Warner thanked Council for participating with the Park City group.

B. Breckenridge Open Space Advisory Committee (Ms. Gigliello)

Ms. Gigliello stated there was a meeting last night at which they discussed a trail volunteer opportunity on Saturday, the Vail Resorts summer activity update from the Forest Service decision, and other open space ideas, among other things. Mr. Brewer asked about which summer activities at Peak 8 were not approved by the Forest Service and Ms. Gigliello stated the Claimjumper canopy tour, the Ore Bucket trail, the 6 Chair and Imperial Express summer scenic lift rides above timberline, and the above-timberline four-wheel drive tours. Mayor Warner stated the new Town trails are amazing, and Ms. Wolfe stated she

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hiked Aspen Alley last weekend and the bikes were yielding to hikers, which was positive.

- C. Breckenridge Tourism Office (Ms. Wolfe)
Ms. Wolfe stated Camp 9600 started today and they have about 75 people registered and Council is invited to attend. She further stated there is a BTO Board Meeting tomorrow.
- D. Breckenridge Heritage Alliance (Ms. Lawrence)
Ms. Lawrence stated the Sawmill trailhead is experiencing parking problems. She further stated that on October 18 there will be an artifact installation at Prospector Park. Mr. Warner asked about ideas for the parking dilemma at Sawmill and Mr. Grosshuesch stated he believed people were there for the seasonal viewing of the aspens.
- E. Water Task Force (Mr. Gallagher)
Mr. Gallagher stated he had no report.
- F. Breckenridge Cultural Arts (Mr. Burke)
Mr. Holman stated he attended the BCA Board Meeting yesterday and they discussed budget.

OTHER MATTERS

Ms. Gigliello stated she wanted to thank the Police Department for being more visible in the downtown area.

Mr. Brewer stated he wanted to follow up on his concern about a recent heroin overdose, and stated there was an article in the Aspen newspaper about heroin risks. Chief Haynes stated the Police Department does not stock antidotes for heroin at this time as there is not the demand. Mayor Warner stated a lot of heroin use starts with prescription drug overdose and he would like us to keep our eyes on the problem here.

Ms. Wolfe stated someone mentioned to her concern over the lack of a sidewalk at the base of Boreas Pass Road, where pedestrians that are difficult to see on the North side.

Ms. Wolfe stated she had an idea for negotiation with Vail Resorts, which was to ask if the castle building can become the home of Team Breck, which currently doesn't have a team base area. She then handed Council members a letter and list of athletes from Team Breck. Mayor Warner stated he thinks it's a waste of resources to have multiple winter sports clubs in Breckenridge and stated Vail Resorts doesn't want to give up more of their terrain for racing teams. Ms. Wolfe further stated the team has one more year at the Riverwalk and then they don't have a place to go. Mayor Warner stated maybe the building could be used in another location.

Mayor Warner stated Mr. Hal Vatcher spoke to him about his concerns about Main Street safety and bike lanes. He stated Mr. Vatcher thinks the lanes push bikes against parked cars. Chief Haynes stated she hasn't noted a particular safety concern with the bike lanes. Mr. Daugherty stated the Town meets a width standard with the bike lanes and the car lanes. Mr. Grosshuesch recommended checking with other bike friendly communities about their opinion on the lanes.

Ms. Lawrence asked about the date for Coffee Talk in November, and others clarified it is scheduled for the 13th.

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Ms. Lawrence stated a conversation about the Horse and Carriage will take place at the next meeting in both the Work Session and the Regular Meeting. Mr. Berry clarified we will hold a public hearing for the renewal application on that day.

Mr. Gallagher stated he attended a 2A meeting and the item of campaign budget came up and the committee is asking that people contribute more.

Mr. Holman stated the RFP process for the parking and transit study is moving forward, and asked which Council members would have interest in helping with preliminary interviews on October 8? Ms. Wolfe and Mr. Gallagher stated they would both agree to do that if their schedules permitted.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:50pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

John Warner, Mayor

DRAFT

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 29 (Temporary Tent Ordinance)
DATE: October 5, 2015 (for October 13th meeting)

The second reading of the Temporary Tent Ordinance is scheduled for your meeting on October 13th. There are no changes proposed to ordinance from first reading.

You will recall that at the time of first reading a change was made to the ordinance concerning the duration of a temporary tent permit for larger properties. The original form of the ordinance allowed for a duration of only 120 consecutive days. The Council directed that the duration be changed to 150 consecutive days for these properties. This change is reflected in Section 2(c)(1) on Page 4 of the enclosed version of the ordinance.

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

1 ***FOR WORKSESSION/SECOND READING – OCT. 13***

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

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

7
8 COUNCIL BILL NO. 29

9
10 Series 2015

11
12 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE
13 TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE,”
14 CONCERNING TEMPORARY TENTS

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

18
19 Section 1. The definition of “Class C Development” in Section 9-1-5 of the Breckenridge
20 Town Code is amended by the addition of a new item J, which shall read as follows:

21
22 **J. Temporary tents meeting the special requirements set forth in Section 9-1-36F2.**

23
24 Section 2. The definition of “Class D-Minor Development” in Section 9-1-5 of the
25 Breckenridge Town Code is amended by the addition of a new item CC, which shall read as
26 follows:

27
28 **CC. Temporary tents to be used for five (5) days or less.**

29
30 Section 3. The definition of “Temporary Structure” in Section 9-1-5 of the Breckenridge
31 Town Code is amended to read as follows:

32
TEMPORARY STRUCTURE: A structure, other than a vendor cart, construction trailer,
temporary tent, or seasonal noncommercial greenhouse,
that is not designed as a permanent structure, but is instead
designed to be utilized only for a specified and limited
period of time of not more than two (2) years.

33
34 Section 4. Section 9-1-5 of the Breckenridge Town Code is amended by the addition of
35 the following definitions:

36
PRIVATE EVENT: **A non-commercial social event that is not open to the**
general public, including, but not limited to, a wedding.

wedding reception, or other purely private gathering.

TEMPORARY TENT:

A collapsible shelter of fabric (such as nylon or canvas) stretched and sustained by poles and used as a temporary building.

1
2 Section 5. Section 9-1-19-36A, “Policy 3 (Absolute) Temporary Structures,” of the
3 Breckenridge Town Code is amended to read as follows:

4
5 9-1-19-36A: POLICY 36 (ABSOLUTE) TEMPORARY STRUCTURES:

6
7 A. Prohibited In Conservation District: The placement of temporary structures within the
8 conservation district is prohibited, except when authorized **by subsection (F) of this**
9 **policy or** by a special event permit issued pursuant to title 4, chapter 13 of this code.

10 B. Discouraged Outside Conservation District: The placement of temporary structures
11 outside of the conservation district is strongly discouraged.

12 C. Temporary Structures Or Uses: Temporary structures as defined in section 9-1-5 of this
13 chapter are subject to the following conditions:

14 (1) Temporary structures shall only be utilized to replace an existing structure being
15 demolished on site while a new, permanent structure on the same site is being
16 constructed.

17 (2) The temporary structure shall have no greater floor area than the structure it is
18 temporarily replacing.

19 (3) The temporary structure shall not be placed on site until a building permit has been
20 issued for the new structure, and shall be removed once a certificate of occupancy for
21 the new structure has been issued.

22 (4) The holder of the development permit for a temporary structure shall provide a
23 monetary guarantee to the town, in a form acceptable to the town attorney, ensuring
24 the complete removal of the structure, site cleanup, and site revegetation, once a
25 certificate of occupancy for the new structure has been issued. In addition, the holder
26 of the development permit shall enter into an agreement with the town authorizing the
27 town to take possession of the temporary structure and to dispose of the structure,
28 without the town being accountable for any damages for the loss or destruction of the
29 structure, if the permit holder fails to remove the structure within a reasonable period
30 of time after a certificate of occupancy for the new structure has been issued.

31 D. Other Permitted Temporary Structures: ~~Subsection C of this section does not prohibit~~
32 ~~Temporary tents, air structures, or other similar temporary structures that are not~~
33 ~~designed and intended for office, retail, industrial or commercial uses, and such~~
34 ~~temporary structures~~ may be approved subject to all other relevant development code

1 policies.

2 E. Seasonal Noncommercial Greenhouses: Seasonal noncommercial greenhouses are not
3 temporary structures but may be allowed subject to the following conditions:

4 (1) A seasonal noncommercial greenhouse may be erected and operated only from May 1
5 to July 1 of the same year. Not later than July 2, the seasonal noncommercial
6 greenhouse (including frame) shall be completely removed from its location;

7 (2) A seasonal noncommercial greenhouse shall not exceed five hundred (500) square
8 feet in size;

9 (3) A seasonal noncommercial greenhouse shall be located in the rear or side yard insofar
10 as practical;

11 (4) A seasonal noncommercial greenhouse shall not be placed on a permanent
12 foundation;

13 (5) A seasonal noncommercial greenhouse shall be constructed of materials which, taken
14 as a whole, give the appearance of a unified and coordinated design;

15 (6) A seasonal noncommercial greenhouse shall be maintained at all times in a neat and
16 orderly condition;

17 (7) All materials related to the operation of a seasonal noncommercial greenhouse shall
18 be stored within the greenhouse. The outdoor storage of such materials is prohibited;
19 and

20 (8) If a seasonal noncommercial greenhouse is located on land normally used for required
21 off street parking, the greenhouse shall not occupy more than two (2) parking spaces.

22 A seasonal noncommercial greenhouse authorized by a permit issued under this policy
23 shall not count as density or mass.

24
25 The director shall not collect an application fee in connection with a class D minor
26 development permit application to construct a seasonal noncommercial greenhouse which
27 is submitted by the owner of a single-family residential structure.
28

29 **F. Temporary Tents for Private Events: Temporary tents may be allowed in the Town**
30 **subject to the following conditions. Unless exempted in Section F4, temporary tents**
31 **not authorized by a development permit issued pursuant to this Section F are**
32 **prohibited:**

33 **(1) Temporary Tent Requirements and Limitations. A temporary tent may be**
34 **erected and maintained if authorized by a Class D-Minor development permit,**
35 **subject to the following requirements:**

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- (a) A temporary tent shall be used solely in connection with the holding of a private event;
- (b) A temporary tent shall not be erected for more than five (5) consecutive days;
- (c) Not more than three (3) temporary tent permits may be issued for the same property within a calendar year;
- (d) At least thirty (30) consecutive days must elapse between the removal of one temporary tent and the erection of a new temporary tent; and
- (e) A temporary tent may not be placed in a location that will interfere with approved circulation on the subject property, or be located on required parking or landscaping.

(2) Special Rules For Temporary Tents Located Upon Certain Properties: Temporary tents may be allowed for the following properties if authorized by a Class C development permit, subject to the following terms and conditions. For properties that are subject to this subsection (2), the provisions of subsection F1 do not apply.

- (a) This subsection (2) applies only to temporary tents to be erected on the following categories of properties: hotel/lodging/inn and condominium properties. For this subsection (2) to apply a property must contain a minimum of four (4) acres, or have a minimum of fifty (50) residential single family equivalents of approved and developed density;
- (b) A temporary tent shall be used solely in connection with the holding of a private event;
- (c) At the option of the applicant, either:
 - 1. One (1) temporary tent permit per calendar year may be issued per property for a maximum duration of one hundred fifty (150) consecutive days; or
 - 2. Two (2) temporary tent permits per calendar year may be issued per property for a maximum duration of forty five (45) consecutive days each;
- (d) Temporary tents authorized under this subsection (2) may only be erected after the close of the ski season at the Breckenridge Ski Resort and before start of the next ski season at the Breckenridge Ski Resort;

1 (e) No temporary tent approved pursuant to this subsection (2) may
2 exceed 4,000 square feet in size; and

3
4 (f) A temporary tent may not be placed in a location that will interfere
5 with approved circulation on the subject property, or be located on
6 required parking or landscaping.

7
8 (3) Conditions Of Approval: Without limitation, the conditions of approval of a
9 development permit issued under this may include, if determined to be
10 appropriate by the Director or the Planning Commission:

- 11 1. Proper upkeep of the temporary tent; and
12 2. the requirement that the permittee provide a monetary guarantee
13 to the Town, in a form acceptable to the Town Attorney, ensuring
14 the complete removal of the temporary tent, site cleanup, and site
15 revegetation, when the permit expires without being renewed, or is
16 revoked.

17
18 (4) Exempt Temporary Tents: The following temporary tents do not require the
19 issuance of a development permit pursuant to this policy:

20 (a) A tent that is used for the sole purpose of providing shade for people
21 in a location that is accessible by general pedestrian traffic, if:

- 22
23 1. The tent is not larger than 400 square feet;
24 2. No commercial activity occurs within the tent; and
25 3. The tent is not placed in a location that will interfere with
26 approved circulation on the subject property, or be located on
27 required parking or landscaping.

28
29 (b) Temporary tents located on Town-owned property with Town
30 permission and used solely in connection with the holding of a private
31 event, subject to such terms and conditions as the Town may impose.
32 At least five (5) consecutive days must elapse between the removal of
33 one temporary tent and the erection of a new temporary tent on
34 Town-owned property; and

35
36 (c) Temporary tents located on the lawn of the Barney Ford Museum
37 with the permission of the owner of the Barney Ford Museum and
38 used in connection with the holding of a private event, subject to such
39 terms and conditions as the owner of the Barney Ford Museum may
40 impose. At least five (5) consecutive days must elapse between the
41 removal of one temporary tent and the erection of a new temporary
42 tent on lawn of the Barney Ford Museum; and
43

1 (d) A tent that is used for camping. Camping tents are subject to Section
2 6-3H-4 of this Code.

3
4 (e) Nothing in this policy prohibits the use of a temporary tent for use in
5 connection with the following public events:

- 6
7 1. A special event approved and authorized by the Town pursuant to
8 Chapter 13 of Title 4 of this Code;
9 2. An Outdoor Sales Day event established by the Town Manager
10 pursuant to Section 9-7-6I of this Code; or
11 3. Any other public event approved or authorized by the Town.
12

13 Section 6. Section A of Section 9-1-19-45A, Policy 45 (Absolute) Special Commercial
14 Evens,” of the Breckenridge Town Code is amended to read as follows:
15

- 16 A. A special commercial event permit issued pursuant to this policy may authorize the
17 holder of the permit to do one or more of the following in connection with the special
18 commercial event: erect temporary structures; temporary tents, display signs and
19 banners to promote or advertise the special commercial event or its participants; have live
20 or recorded, amplified music in connection with the special commercial event; conduct a
21 live, remote radio broadcast at the site of the special commercial event, and distribute
22 commercial handbills to promote and advertise the special commercial event and its
23 participants.

24 Section 7. Except as specifically amended by this ordinance, the Breckenridge Town
25 Code, and the various secondary codes adopted by reference therein, shall continue in full force
26 and effect.
27

28 Section 8. The Town Council finds, determines, and declares that this ordinance is
29 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
30 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
31 thereof.
32

33 Section 9. The Town Council finds, determines, and declares that it has the power to
34 adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
35 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
36 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
37 Section 31-15-401, C.R.S. (concerning municipal police powers); (v) the authority granted to
38 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
39 contained in the Breckenridge Town Charter.
40

41 Section 10. This ordinance shall be published and become effective as provided by
42 Section 5.9 of the Breckenridge Town Charter.
43

44 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
45 PUBLISHED IN FULL this ____ day of _____, 2015. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
2 ____, 2015, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
3 Town.
4

5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
7

8
9 By: _____
10 John G. Warner, Mayor
11

12 ATTEST:
13
14

15 _____
16 Helen Cospolich
17 Town Clerk
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MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 30 (Approving Land Exchange Agreement with CMC Foundation)

DATE: October 5, 2015 (for October 13th meeting)

The second reading of the ordinance approving the Land Exchange Agreement with Colorado Mountain College Foundation, Inc. is scheduled for your meeting on October 13th. There are no changes proposed to either the ordinance or the Land Exchange Agreement from first reading. However, the Exhibits to the Agreement which describe the parcels have been updated and are enclosed. The final legal description/subdivision will be completed prior to the closing of the land exchange.

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

1 ***FOR WORKSESSION/SECOND READING – OCT. 13***

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

4
5 COUNCIL BILL NO. 30

6
7 Series 2015

8
9 AN ORDINANCE APPROVING A LAND EXCHANGE AGREEMENT WITH COLORADO
10 MOUNTAIN COLLEGE FOUNDATION, INC., A COLORADO NONPROFIT
11 CORPORATION
12

13 WHEREAS, the Town of Breckenridge desires to enter into a Land Exchange Agreement
14 with Colorado Mountain College Foundation, Inc., a Colorado nonprofit corporation, a copy of
15 which is marked **Exhibit “A”**, attached hereto and incorporated herein by reference
16 (“**Agreement**”); and
17

18 WHEREAS, the Town Council has reviewed the Agreement, and finds and determines
19 that it would be in the best interests of the Town and its residents for the Town to enter into the
20 Agreement; and
21

22 WHEREAS, the Agreement requires the Town to convey to Colorado Mountain College
23 Foundation, Inc., a Colorado nonprofit corporation, certain Town-owned real property described
24 therein; and
25

26 WHEREAS, Section 15.3 of the Breckenridge Town Charter requires that the sale or
27 exchange of Town-owned real property be approved by ordinance or majority vote of electors at
28 the option of the Town Council; and
29

30 WHEREAS, the Town Council hereby finds and determines that the Agreement should
31 be approved by ordinance and not referred to the electors of the Town.
32

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

36 Section 1. The proposed Land Exchange Agreement between the Town of Breckenridge
37 and Colorado Mountain College Foundation, Inc., a Colorado nonprofit corporation, is approved
38 in substantially the form attached hereto as **Exhibit “A”**, and the Town Manager is hereby
39 authorized, empowered, and directed to execute such agreement for and on behalf of the Town of
40 Breckenridge.
41

42 Section 2. Prior to closing of the transaction described in the approved agreement minor
43 changes to or amendments of the approved agreement may be made by the Town Manager if the
44 Town Attorney certifies in writing that the proposed changes or amendments do not substantially

1 affect the consideration to be received or paid by the Town pursuant to the approved agreement,
2 or the essential elements of the approved agreement.

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

7
8 Section 4. This ordinance shall be published and become effective as provided by
9 Section 5.9 of the Breckenridge Town Charter.

10
11 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
12 PUBLISHED IN FULL this ____ day of _____, 2015. A Public Hearing shall be held at the
13 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
14 _____, 2015, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
15 Town.

16
17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation

19
20
21
22 By: _____
23 John G. Warner, Mayor

24
25 ATTEST:

26
27
28
29 _____
30 Helen Cospolich
31 Town Clerk

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the “Agreement”), dated as of _____, 2015, is between Colorado Mountain College Foundation, Inc. (“Foundation”), a Colorado nonprofit corporation, and the Town of Breckenridge, a Colorado municipal corporation (“Breckenridge”).

BACKGROUND

A. The Foundation and Breckenridge own adjoining properties, and each of them desires to acquire an unimproved parcel of land from the other as part of a swap transaction. The parcel of land to be acquired by Breckenridge from Foundation (the “Foundation Parcel”) is depicted in Exhibit A. The parcel of land to be acquired by Foundation from Breckenridge (the “Breckenridge Parcel”) is depicted in Exhibit B.

B. Foundation has leased the entire Breckenridge campus property, including the Foundation Parcel, to Colorado Mountain Junior College District (“CMC”), as lessee, pursuant to a Lease Purchase Agreement dated as of January 1, 2007.

B. Foundation (with the consent of CMC) and Breckenridge desire to exchange the Foundation Parcel and the Breckenridge Parcel, one for the other, without the payment of cash or other consideration, subject to the conditions set forth in this Agreement.

AGREEMENT

In consideration of the promises and the respective undertakings of the parties set forth below, it is agreed as follows:

1. Exchange of Land; Consideration. At the Closing, Foundation will acquire the Breckenridge Parcel, and Breckenridge will acquire the Foundation Parcel, as a simultaneous exchange of land. No cash or other consideration will be paid by either party except for the payment of certain expenses as provided below.

2. Inspection; Title Insurance. During the sixty (60) days following execution of this Agreement (the “Inspection Period”), each party will be responsible for reviewing such matters pertaining to the physical condition, zoning and title status with respect to the land to be acquired by such party. Each party is responsible for acquiring such title insurance commitments as it may desire as soon as reasonably possible following the execution of this Agreement. The parties may object during the Inspection Period to any title matter, defect, zoning status, or any other defect or condition relating to the land being acquired. In the event of any objections by one party, the other party shall have thirty (30) days from the written objection date to cure any

matter to the satisfaction of the objecting party. If the objecting party is not satisfied with any attempts to cure such matters within such time period, this Agreement shall be terminated, and neither party shall have any obligation to the other party.

3. Conveyance. At the closing, (1) Foundation shall execute and deliver to Breckenridge a special warranty deed conveying fee simple title to the Foundation Parcel, and (2) Breckenridge shall execute and deliver to Foundation a special warranty deed conveying fee simple title to the Breckenridge. Both parcels shall be free of encumbrances or defects except those of record, as listed in the title insurance commitments, and reviewed without objection by the recipient party. Provided, however, that notwithstanding anything contained in this Agreement to the contrary, at the closing the Foundation Parcel shall be released from the Lease described in Section B of the "Background" section of this Agreement.

4. Prorations. Real property taxes and personal property taxes payable in the current year (if any), and water and other utilities shall be prorated as of the date of each closing. The parties shall cooperate in urging providers of utilities and services to bill the new owners for such utilities and services provided before the date of each closing and to bill such new owners directly for all such utilities and services furnished after such date. For purposes of proration, it shall be presumed that utility charges which cannot be determined on the date of closing were uniformly incurred during the billing period to which proration is applicable.

5. Warranties. Breckenridge shall acquire the Foundation Parcel in its present condition, and Foundation shall acquire the Breckenridge Parcel in its present condition, in both cases subject to the terms of this Agreement. Each party hereby warrants that it has good title to the parcel of land to be conveyed to the other party, free and clear of any claims, defects, or encumbrances except for those shown of record. Each party further warrants, to the best of its knowledge, that the property being conveyed and any improvements thereon do not violate the applicable environmental or other laws, regulations, building or zoning requirements as of the date of this Agreement. Except for the foregoing express warranties, each party is acquiring the land from the other party "as is," and neither party makes any other representations or warranties, express or implied. Each party acknowledges that it has made or will make prior to closing its own independent investigation respecting the land it is acquiring and will be relying thereon and on the advice of any experts it may retain.

6. Closing and Costs. The land exchange shall be closed at a location and on a date mutually acceptable to the parties, but in the absence of a mutually acceptable agreement as to the date and time of the closing the land exchange shall be closed at 10 o'clock A. M. on December 31, 2015 at the office of Land Title Guarantee Company in Breckenridge, Colorado ("Closing Agent"). Breckenridge and Foundation shall deposit with the Closing Agent all instruments, documents and moneys necessary to complete the transfers in accordance with this Agreement. Escrow costs related to the transfer of the land parcels shall be paid one-half each by Breckenridge and Foundation. Each party shall pay real estate excise tax, documentary stamps, title insurance premium and recording costs for the land parcel being acquired by such party. For purposes of this Agreement, "closing" and "date of closing" shall be construed as the date upon which all appropriate documents are recorded.

7. Closing Conditions. The obligations of each party under this Agreement are subject to satisfaction or waiver of the following conditions precedent:

- a. Prior to the expiration of the Inspection Period, there will be no objection by either party as a result of its review of the physical condition, legal status, title or any other matter relating to the land that such party will acquire under this Agreement.
- b. The Exhibits to this Agreement shall be updated to include a legal description or survey to accurately identify the land parcels being exchanged hereunder and to satisfy applicable title insurance commitment requirements.
- c. If either party elects to conduct a phase I environmental or any other engineering, soil, or other study at its own expense, each such study shall be completed and approved by such party at its discretion.
- d. The governing boards of both parties shall have approved the execution of this Agreement and the consummation of the transaction described.
- e. The Foundation and CMC will acquire the consent of the Trustee, together with a written release, pursuant to the Mortgage and Indenture dated as of January 1, 2007, between the CMC Academic Facilities Leasing Trust 2007 (the "Trust") and The Bank of New York Trust Company, N.A., as Trustee, and pursuant to the Ground Lease Agreement dated as of January 1, 2007, between the Foundation and the Trust, as ground lessee.
- f. CMC, as lessee, will consent to the revised description of the leased premises.
- g. All costs agreed to be paid by each party have been paid or provided for payment through escrow.
- h. The form of all deeds or other transfer instruments have been completed and approved.

8. Remedies. If any condition to this Agreement has not been satisfied or waived by December 31, 2015, either party may terminate this Agreement by written notice to the other party and the Closing Agent, and neither party shall have any further obligation to the other.

9. Possession. Possession and control of the respective land parcels shall be delivered as of the date of closing.

20. Notices. Any notice required or permitted under this Agreement may be given by delivering the same in writing or sending the same by registered or certified mail, with postage prepaid, to the addressee's mailing address set forth below or such other mailing address as either party may designate in writing to the other party:

Breckenridge:

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

With copies to: Timothy H. Berry
Timothy H. Berry, P.C.
P.O. Box 2
Leadville, Colorado 80461

Foundation: Pete Waller, CMC Director of Facilities
802 Grand Avenue
Glenwood Springs, Colorado 81601

With copies to: Richard Gonzales, CMC General Counsel
802 Grand Avenue
Glenwood Springs, Colorado 81601

11. Counterparts. This Agreement may be executed in any number of counterparts required by the convenience of the parties, each of which shall be of equal force and effect with any other but shall together constitute only one Agreement.

32. Assignment. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, provided that Breckenridge may assign its rights hereunder without the prior consent of Foundation.

43. Construction of Agreement. This Agreement and the exhibits hereto set forth the entire understanding and agreement between Foundation and Breckenridge with respect to the Property. There have been various negotiations and discussions between Breckenridge and Foundation, but this Agreement is intended to replace all prior understandings or representations between the parties. This Agreement may be amended or modified only in writing signed by both parties. Time is of the essence in this Agreement. In the event of litigation by either party for the enforcement or interpretation of the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and costs. This Agreement shall be construed under the laws of the State of Colorado. Paragraph headings are for convenience only and shall not affect the interpretation or construction of this Agreement. Neither Breckenridge nor Foundation shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

COLORADO MOUNTAIN COLLEGE
FOUNDATION, INC.

By:

TOWN OF BRECKENRIDGE

By: Timothy J. Gagen, Town Manager

ATTACHMENTS:

Ex. A – The Foundation Parcel

Ex. B – The Breckenridge Parcel

EXHIBIT A: Colorado Mountain College Foundation, Inc. Parcel (1.05 Acres)

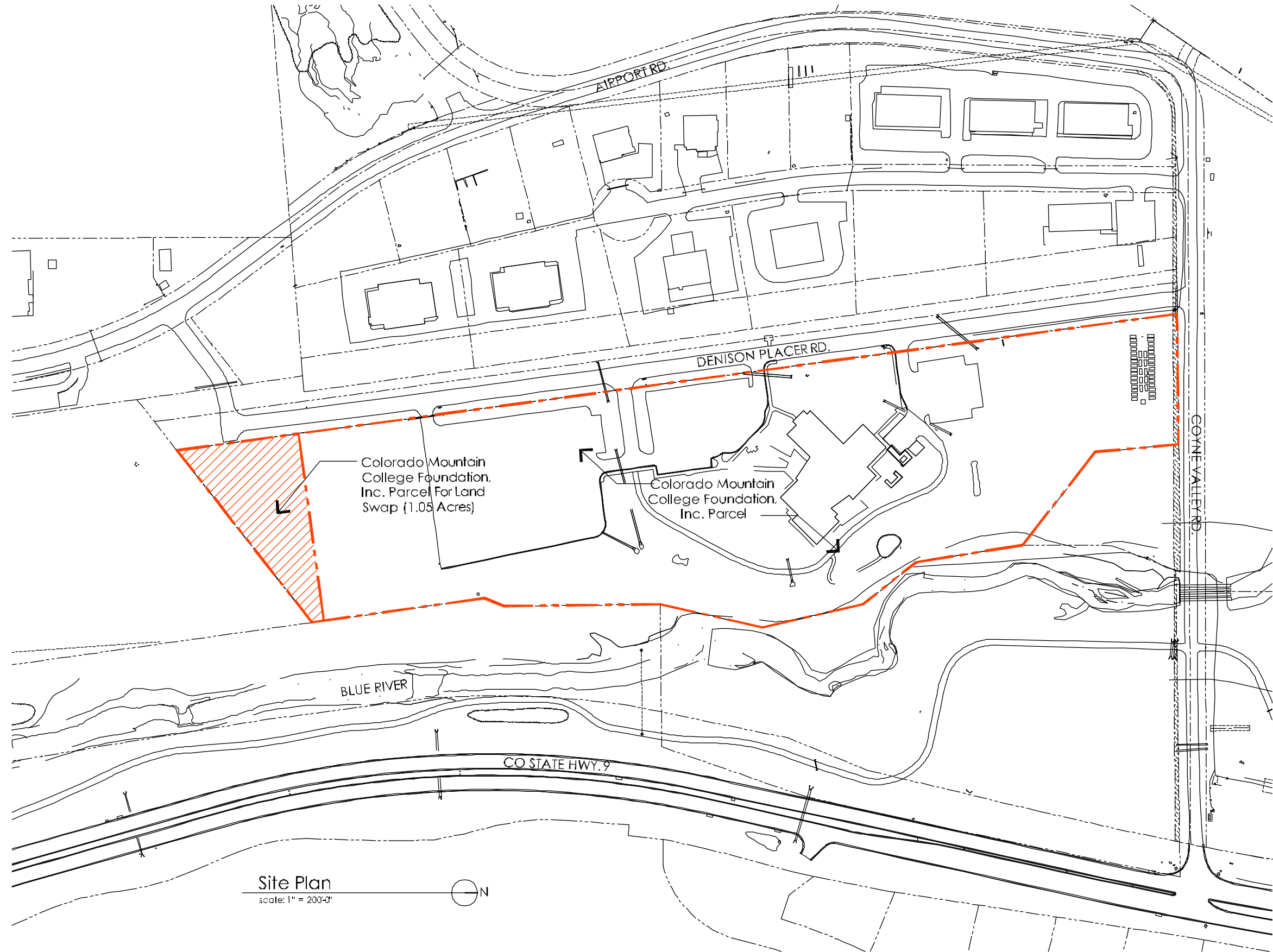
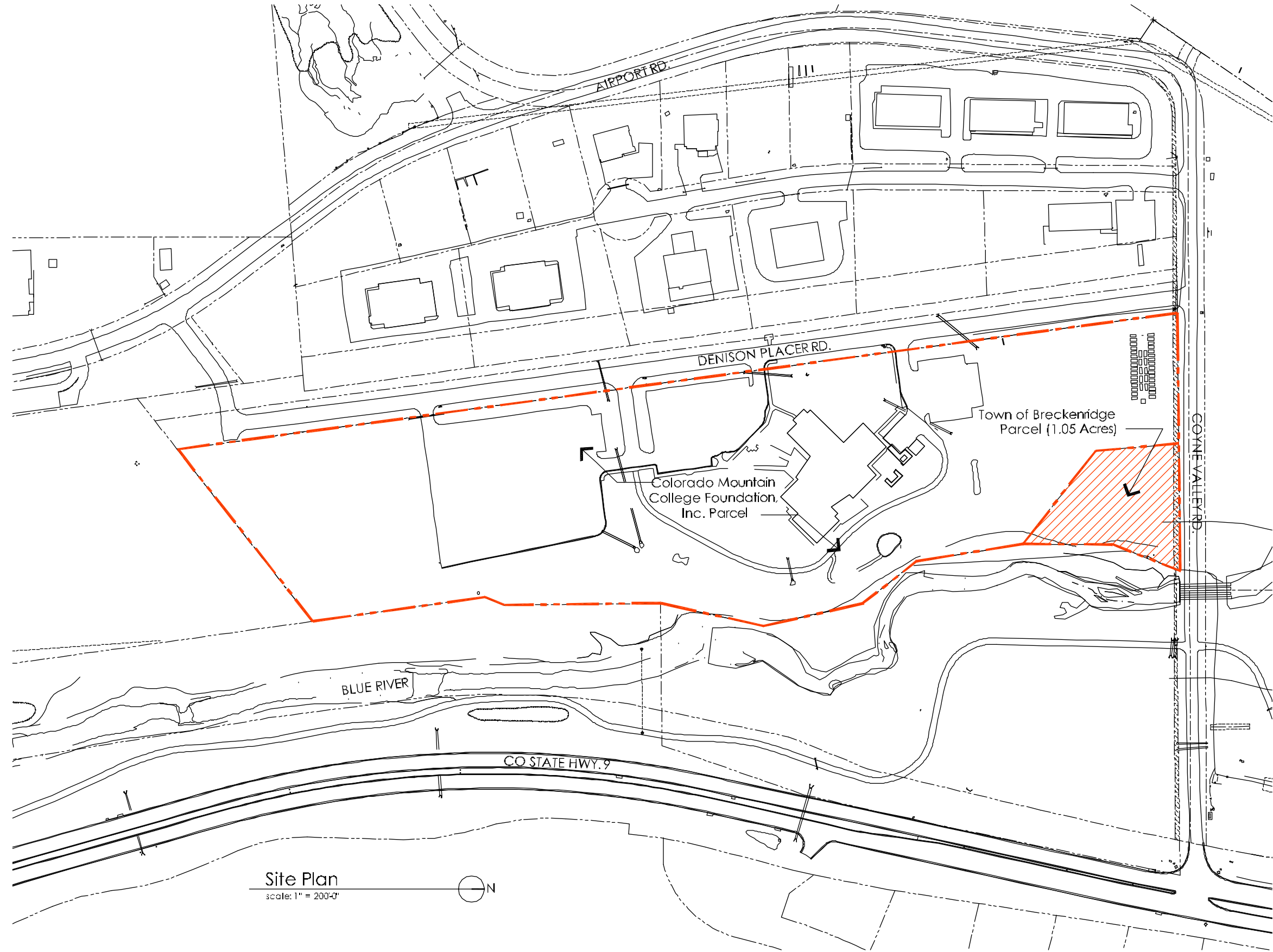


EXHIBIT B: Town of Breckenridge Parcel (1.05 Acres)



Site Plan
scale: 1" = 200'-0"

Memorandum

To: Town Council
From: Tom Daugherty, Public Works Director
Date: 9-30-2015
Subject: Easement for Blue River Cistern

The Town of Blue River has received a grant to install cisterns for firefighting purposes. These cisterns are located throughout the Town of Blue River and will allow increase fire fighting capacity for the RWB fire district if there is a fire.

The Town of Blue River would like to locate one of the cisterns adjacent to a Blue River road named Trapper Place. The road right of way does not have enough room to accommodate the cistern so Blue River is requesting an easement from the Town who owns the property next to the road. This property is owned by the Town of Breckenridge and is part of the Tarn water plant. The Tarn water plant is located at the bottom of the valley and this property has a steep slope that serves as a transition from the water plant to the Trapper Place Road. The Town will not likely need to use this property for any other reason.

The easement and ordinance authorizing the Town Manager to execute the easement are attached. The legal description is being provided by the Town of Blue River and will be completed before the second reading.

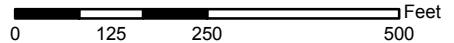


Cistern Location



Town of Blue River
Cistern Location

1 inch = 250 feet



1 ***FOR WORKSESSION/FIRST READING – OCT. 13***

2
3 COUNCIL BILL NO. ____

4
5 Series 2015

6
7 AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO
8 THE TOWN OF BLUE RIVER
9

10 WHEREAS, the Town of Blue River has requested the granting of an easement for the
11 installation and maintenance of a cistern over, across, and through certain property owned by the
12 Town of Breckenridge; and

13 WHEREAS, the Town Council has determined that it should grant the requested
14 easement; and

15 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,
16 Section 15.3 of the Breckenridge Town Charter requires that the granting of the easement be
17 authorized by ordinance.

18 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
19 BRECKENRIDGE, COLORADO:
20

21 Section 1. The Town Manager is authorized, empowered, and directed to execute,
22 acknowledge, and deliver to Town of Blue River an easement substantially in the form marked
23 Exhibit “A”, attached hereto, and incorporated herein by reference.
24

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

28 Section 3. This ordinance shall be published and become effective as provided by Section
29 5.9 of the Breckenridge Town Charter.

30 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
31 PUBLISHED IN FULL this ____ day of _____, 2015. A Public Hearing shall be held at the
32 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
33 _____, 2015, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
34 Town.
35

36 TOWN OF BRECKENRIDGE, a Colorado
37 municipal corporation
38

39
40 By: _____
41 John G. Warner, Mayor

1 ATTEST:

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5 _____
Helen Cospolich

6 Town Clerk

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46 2000-102\Ordinance (09-25-15)(First Reading)

47

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (“Grant”) is made and entered into at Breckenridge, Colorado this _____ day of October, 2015, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, whose address is P. O. Box 168, Breckenridge, CO 80424 (“Grantor”) and the TOWN OF BLUE RIVER, a Colorado municipal corporation, whose address is P. O. Box 1784, Breckenridge, CO 80424 (“Grantee”).

WITNESSETH THAT:

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant Of Easement. The Grantor hereby grants to the Grantee, its successors and assigns, an easement for the installation and maintenance of a cistern over, under, upon, in, across and through the following real property situate in the County of Summit and State of Colorado, to wit:

See the attached Exhibit “A” which is incorporated herein by reference (“Easement Premises”).

2. Use Of Easement Premises. The easement herein granted may be used by Grantee, its agents, licensees, employees and contractors. The easement herein granted may not extend the right to use such easement to other lands or property. The easement herein granted shall be used for the purposes described in Section 1, above. No other use of the Easement Premises shall be made or permitted by Grantee without Grantor’s prior permission.

3. Grantor’s Use Of Easement Premises. Grantor shall have the right to use and occupy the Easement Premises for any purpose not inconsistent with Grantee’s full and complete enjoyment of the rights hereby granted.

4. Improvements. Grantee shall construct upon the Easement Premises, at its sole cost, any and all improvements necessary or desirable in order to make the Easement Premises useable for the stated purpose. Grantee shall indemnify and hold Grantor harmless from all costs (including Grantor’s reasonable attorney’s fees) arising out of the construction of improvements to the Easement Premises.

5. Maintenance Of Easement Premises. Grantee shall, at its sole cost, provide such maintenance, repair, replacement or upkeep as shall be required with respect to the Easement Premises.

6. Non-Waiver Of Governmental Immunity. The parties hereto understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Grant, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act,

Section 24-10-101, etseq., C.R.S., as from time to time amended (“Act”), or any other law or limitation otherwise available to Grantor, its officers, or its employees.

7. Grantee’s Duty Of Care. Grantee shall exercise the rights herein granted to it with due care.

8. Indemnification. To the maximum extent allowed by law, Grantee shall indemnify and hold Grantor harmless from all claims, demands, judgments and causes of action (including Grantor’s reasonable attorney’s fees, court costs and expert witness fees) arising from the use of the Easement Premises by Grantee, its agents, licensees, employees, contractors, successors and assigns; provided, however, Grantee shall have no obligation under this Section to the extent any claim, demand, judgment or cause of action is caused by the negligence of Grantor, its agents, employees, officers, contractors, licensees, lessees, successors or assigns.

9. Insurance. Grantee shall obtain and maintain at all times, at Grantee’s sole cost, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than the limits of liability for Colorado municipalities established from time to time by the Act. The Town shall be named as an additional insured on all such policies. Grantee shall furnish the Grantor with a certificate of insurance evidencing compliance with the requirements of this Section, and an additional insured endorsement, prior to the execution of this Grant, and within (20) days of each policy renewal or replacement. The certificate of insurance shall be sent to the Town Clerk, Town of Breckenridge, P.O. Box 168, Breckenridge, Colorado. The certificate of insurance shall provide that Grantee’s insurance policy may not be terminated or cancelled without at least thirty (30) days’ prior written notice to Grantor, sent to the Town Clerk at the above address.

10. Default; Remedies.

10.1 In the event either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Grant, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within ten (10) days following receipt of such notice the defaulting party shall correct such default; or, in the event of a default not capable of being corrected within ten (10) days, the defaulting party shall commence correcting the default within ten (10) days of receipt of notification thereof and thereafter correct the default with due diligence. If the defaulting party fails to correct the default as provided above, the non-defaulting party, without further notice, shall have the rights provided in Subsections 10.2 and 10.3.

10.2 If the Grantee shall fail to correct a default as provided in Subsection 10.1, in addition to such rights and remedies as shall be provided by law, the Grantor shall have the right to declare that this Grant is terminated effective upon such date as the Grantor shall designate and Grantee shall execute such appropriate documentation as shall be required to terminate this Grant as requested by Grantor. The Grantee’s obligation to execute such appropriate documentation shall be specifically enforceable against Grantee. The rights and remedies provided for herein may be exercised singly or in combination.

10.3 If the Grantor shall fail to correct a default as provided in Subsection 10.1, the Grantee shall have such rights and remedies as shall be provided by law.

11. Termination Upon Cessation of Need. Should Grantee's cistern ever be relocated so that it no longer includes the Easement Premises, Grantee shall, upon the request of the Grantor, execute appropriate documentation to terminate this Grant as required by Subsection 10.2 of this Grant.

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

13. Notices. Except as otherwise provided, all notices provided for or required under this Grant shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received or three (3) days after being mailed, by certified mail, return receipt requested, addressed to the parties hereto at their addresses appearing on the signature page(s). Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications.

14. Modification. This Grant may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral amendments to this Grant shall not be permitted.

15. Applicable Law. This Grant shall be interpreted in all respects in accordance with the laws of the State of Colorado.

16. Waiver. The failure of either party to exercise any of its rights under this Grant shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

17. Binding Effect. The provisions of this Grant shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

GRANTOR:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

ATTEST:

By _____
Timothy J. Gagen, Town Manager

Helen Cospolich
Town Clerk

Grantor's Address:
P.O. Box 168, Breckenridge,
Colorado 80424

GRANTEE:

TOWN OF BLUE RIVER, a Colorado
municipal corporation

ATTEST:

By _____
Lindsay Backas, Mayor

Michelle Eddy
Deputy Town Clerk

Grantee's Address:
P.O. Box 1784, Breckenridge,
Colorado 80424

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of October, 2015,
by Timothy J. Gagen as Town Manager and Helen Cospolich as Town Clerk, of the Town of
Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledge before me this _____ day of October, 2015, by Lindsay Backas as Mayor and Michelle Eddy as Deputy Town Clerk of Town of Blue River, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

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Exhibit "A"
To Grant of Easement Between the Town of Breckenridge (as Grantor) and Town of Blue River
(as Grantee)

Legal Description of Easement Premises

See the attached Exhibit A-1

MEMO

TO: Breckenridge Town Council
FROM: Laurie Best-Community Development Department
RE: Huron Landing Affordable Housing Site Annexation

A RESOLUTION AMENDING RESOLUTION NO. 16, SERIES 2015 CONCERNING THE DATE OF THE PUBLIC HEARING ON AN ANNEXATION PETITION (HURON LANDING-1.48 ACRES, MORE OR LESS)

DATE: October 7, 2015 (for October 13th meeting)

On September 8th the Town Council determined that the Petition for Annexation was sufficient in that it met the applicable requirements. At that time the Council also set the Public Hearing for October 13th. However, due to an issue with the notice of the public hearing staff believes it is necessary to reschedule the public hearing and allow for proper notice to be performed. Therefore, a resolution has been prepared for your consideration on October 13th to set a new hearing date for November 24th.

It should be noted that Town and County staff are continuing to collaborate on this project pursuant to the Memorandum of Understanding, and the project design and entitlements are underway. There is an active development permit application under review and our schedule anticipates entitlements to be completed in January of 2016, final pricing in April of 2016, and construction start in the late spring. The project should be complete and ready for occupancy/lease up in the summer of 2017. Rescheduling the annexation public hearing to November 24th will not impact the overall schedule as most of the tasks are running concurrently. We intend to also schedule several related items at that same meeting including the Annexation Ordinance and the Land Use Designation Ordinance, as well as the Intergovernmental Agreement which will further define the roles and responsibilities and terms of development. Staff recommends approval of this resolution and will be available at your meeting for any comments and or questions.

TOWN OF BRECKENRIDGE

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney Date

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MEMORANDUM

TO: Town Council

FROM: Laurie Best-Community Development Department

DATE: October 6, 2015 (for October 13th meeting)

SUBJECT: Town Comprehensive Plan and LUGs Annual Reaffirmation Resolution

Attached is a resolution re-adopting the Town's Comprehensive Plan, along with the Town's Land Use Guidelines, as the Town's annexation plan. The Colorado Revised Statutes relating to annexations require that all annexations be planned in a manner consistent with an annexation plan for the three mile area surrounding the Town. The Town's Comprehensive Plan and Land Use Guidelines serves as the Town's annexation plan and must be current within one year of any annexation. Therefore, in order to satisfy the Statutes, the Town reaffirms the existing Comprehensive Plan and Land Use Guidelines by Resolution on an annual basis. The Resolution is attached and scheduled for your consideration at you meeting on October 13th.

This is largely a house-keeping matter, as no changes to the Plan or LUGs are proposed with this action. Staff will be available at your meeting if there are any questions.

1 **FOR ADOPTION – OCT. 13**

2
3 A RESOLUTION

4
5 SERIES 2015

6
7 A RESOLUTION ADOPTING THE TOWN OF BRECKENRIDGE COMPREHENSIVE
8 PLAN AND LAND USE GUIDELINES AS THE TOWN'S ANNEXATION PLAN
9 PURSUANT TO SECTION 31-12-105(1)(e), C.R.S.

10
11 WHEREAS, Section 31-12-105(1)(e), C.R.S., requires that prior to completion of any
12 annexation a municipality shall have in place a plan for the area proposed to be annexed
13 describing certain matters described in such statute; and

14
15 WHEREAS, Section 31-12-105(1)(e), C.R.S., further requires that the annexation plan be
16 updated at least once annually; and

17
18 WHEREAS, the Town Council finds and determines that the Town of Breckenridge
19 Comprehensive Plan and the Town’s Land Use Guidelines together satisfy the requirements of
20 an annexation plan under Section 31-12-105(1)(e), C.R.S., and should serve as the Town's
21 annexation plan required by such statute; and

22
23 WHEREAS, in *Town of Erie v. Town of Frederick*, 251 P.3d 500 (Colo. App. 2010) the
24 Colorado Court of Appeals held that a municipality’s comprehensive plan can serve as the
25 municipality’s annexation plan required by under Section 31-12-105(1)(e), C.R.S., so long as
26 the comprehensive plan (and related documents) contain all of the information required of an
27 annexation plan; and

28
29 WHEREAS, the Town Council finds and determines that the Town of Breckenridge
30 Comprehensive Plan and the Town’s Land Use Guidelines together contain all of the information
31 required of an annexation plan.

32
33 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
34 BRECKENRIDGE, COLORADO.

35
36 Section 1. The Town of Breckenridge Comprehensive Plan, with the accompanying
37 maps, plats, charts, and descriptive matter, as amended, together with the Town of Breckenridge
38 Land Use Guidelines, are adopted as the Town's Annexation Plan pursuant to Section 31-12-
39 105(1)(e), C.R.S.

40
41 Section 2. This resolution is effective upon adoption.

42
43 RESOLUTION APPROVED AND ADOPTED THIS _____ DAY OF _____ 2015.

Memorandum

To: Town Council
From: Tom Daugherty, Public Works Director
Date: 9-30-2015
Subject: Recycle Site PIF Waiver

As per the Town and County's agreement, Summit County is moving its recycle center to the property on Coyne Valley Road. As part of their development of that property into a suitable location for the recycle site, they need a water tap to irrigate their landscaping.

The County has requested to waive the Plant Investment Fees as per the Town code 12-4-9. This provision allows the Town Council to waive Plant Investment Fees to development by government entities. Since the Town and County are working together to move the recycle center to this location, waiving the fees is appropriate.

The attached resolution waives the fees. Staff will be available at the work session.

1 **FOR WORKSESSION/ADOPTION – OCT. 13**

2
3 RESOLUTION NO. ____

4
5 Series 2015

6
7 A RESOLUTION APPROVING THE WAIVER OF A WATER SYSTEM PLANT
8 INVESTMENT FEE
9 (New Recycling Center on Coyne Valley Road)

10
11 WHEREAS, Section 12-4-9 of the Breckenridge Town Code, which is part of the “Town
12 of Breckenridge Water Ordinance,” authorizes the Town Council upon request to waive the
13 payment of a water system plant investment fee for a development to be constructed by a
14 governmental entity; and

15
16 WHEREAS, the Board of County Commissioners of Summit County, Colorado has
17 requested that the Town Council waive the payment of the water system plant investment fee
18 that would normally be required to be paid to the Town in connection with construction of the
19 County’s new recycling center to be located on Coyne Valley Road; and

20
21 WHEREAS, the requested waiver has been made prior to the physical connection of the
22 new recycling center to the Town’s water system; and

23
24 WHEREAS, the Town Council finds and determines that sufficient cause for the
25 requested waiver of the water system plant investment fee for the County’s new recycling center
26 has been demonstrated, and that waiving the water system plant investment fee will be in the
27 public interest.

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

31
32 Section 1. Pursuant to the authority granted in Section 12-4-9 of the Breckenridge Town
33 Code, the Town Council approves the waiver of the required payment to the Town of the water
34 system plant investment fee for the new recycling center to be constructed by the Board of
35 County Commissions of Summit County, Colorado on Coyne Valley Road.

36
37 Section 2. The waiver approved by this resolution shall remain in effect for so long as the
38 new recycling center on Coyne Valley Road is owned and operated by the Board of County
39 Commissioners of Summit County, Colorado, or some other governmental entity. If the new
40 recycling center on Coyne Valley Road should ever be owned or operated by a non-
41 governmental entity, the water system plant investment fee waived by this resolution shall
42 immediately become due and payable to the Town.

43
44 Section 3. This resolution is effective upon adoption.

45
46 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2015.

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TOWN OF BRECKENRIDGE

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney Date

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: October 7, 2015

Re: Planning Commission Decisions of the October 6, 2015, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF October 6, 2015:

CLASS C APPLICATIONS:

1) Lot 7, Cedars at Breckenridge Townhomes Addition (CK) PL-2015-0417, 505 Village Road
238 sq. ft. addition to existing townhome to create a total of 1,417 sq. ft. density and 1,825 sq. ft. of mass.
Approved.

CLASS B APPLICATIONS: None.

CLASS A APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Marvel House
318 North Main Street

The Old Enyeart Place Renovation,
Addition and Landmarking
112 South Harris Street

Gallagher Residence
Renovation and Landmarking
114 South Harris Street

Cedars at Breckenridge Lot 7
Townhome Addition
505 Village 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 South

0
Not to Scale

PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Kate Christopher Ron Schuman Dan Schroder
Eric Mamula Jim Lamb Dave Pringle (arrived at 7:40pm)
Wendy Wolfe, Town Council Liaison
Gretchen Dudney was absent.

APPROVAL OF MINUTES

With no changes, the September 15, 2015, Planning Commission Minutes were approved as presented.

APPROVAL OF AGENDA

With no changes, the October 6, 2015, Planning Commission Agenda was approved as presented.

CONSENT CALENDAR:

1) Lot 7, Cedars at Breckenridge Townhomes Addition (CK) PL-2015-0417, 505 Village Road

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

TOWN COUNCIL REPORT:

Ms. Wolfe:

- We passed 2 resolutions 2A on parking and transit and 5A which is continuing the housing funding.
- James gave a report on transit, the Town was already planning on buying 2 more buses and the Town can wrap a standard bus and make it look like a trolley. This is an appealing idea because people like the look of the trolleys and it has wooden seats on the inside, and it doesn't have any of the safety concerns of the old trolleys. So the Council wants to go ahead and give the approval because the new busses wouldn't be here until next summer. The plan is to put this bus on the Orange Route maybe with some modifications.
- Had a discussion on golf, there is a lot of feedback from the community that they want to have a voice on suggestions and improvements. We discussed creating a separate committee for golf and we gave it back to staff to discuss and come up with a solution. The staff will send out a Survey Monkey survey and conduct a focus group to get some feedback on this issue.
- Mr. Steve Lapinsohn stood up in public comment to discuss concerns around homeless issues. This is a concern going on around our town and other neighboring towns. A lot of the pan handling and homeless issues, on where they may sit, sleep and access wifi. First amendment rights come into play and there are court cases nationwide right now. Our town needs to look at ordinances to find a direction. Ms. Shannon Haynes, Breckenridge Police Chief, held a session with local retailers to get some ideas and discuss the issues. A lot of the current laws are on the side on allowing people to hang out. The winter weather will take care of this in the winter but the summer is different.
- Sign code came up again from Mr. Lapinsohn. Our sign code will need to be revised because of some recent court cases. You can expect some more sign code discussion soon. This stems from staff getting out there and enforcing the ordinances. (Mr. Mamula said that he has only heard from Mr. Lapinsohn and some of the things he brings up are preposterous. There is not a unified response from the retailers. Some would like to see the sandwich boards and then there are others who think it was out of control.) (Mr. Lamb: I liked the citations about the trash that was published the other day; I'm sorry it had to come to that but it really helps with concerns around bears.) (Mr. Mamula: On the ballot initiative, why is the ballot listed at \$4 million dollars instead of \$3.5 million?) The reading of the ballot is unfortunate and is hard to read. I will need to look at this again and get back to you.
- Ms. Puester: The planning commission retreat date is October 22, so if you could please extend that to

Council members if they are interested in attending.

PRELIMINARY HEARINGS:

1) The Old Enyeart Place Renovation, Addition and Landmarking (MM) PL-2015-0361, 112 South Harris Street.

Mr. Mosher presented an application to renovate, restore and remodel the historic house, add a full basement beneath the historic portion of the house, build a new a connector and addition to the back of the lot and locally landmark the historic house.

Assessment of historic physical integrity related to significance:

This property displays a below-average standard of physical integrity, relative to the seven aspects of integrity as defined by the National Park Service and the Colorado Historical Society (setting, location, design, materials, workmanship, feeling and association). The following additions and alterations to the historic dwelling have significantly compromised the historic property's physical integrity: additions built onto the original east and north elevations in the early-to-mid-1970s; the application of square-cut shingle siding, over the original half-log siding in the 1960s; the alteration of some window openings, changed from multi-paned horizontal sliding windows to single-light fixed-pane windows. The original home's roof line has been altered, and little of the original exterior fabric remains visible.

The applicant is aware of the underlying cut log siding and intends to restore the original siding. Similar to other historic renovation and restorations, the condition of the underlying fabric is unknown. Additionally, the north addition and some later mechanical systems have compromised the exterior walls. If the fabric is too damaged for restoration, the exterior will be re-sided with 4 1/2-inch reveal cedar lap siding

Staff anticipates the applicant making revisions the plans to ensure that the project passes with a zero or greater point score. Staff will have more information at a future hearing.

Overall, staff is pleased to see the amount of restoration of historic structures along this block. Although this property does not fall within the Town's Period of Significance, it still represents part of the town's heritage for the "Interim Period" of the town's growth (1943-1960).

Section 4, Policy 80/A: The larger the masses to be connected are, the greater the separation created by the link should be; a standard connector link of at least half the length of the principal (original) mass is preferred, a minimum of six feet is required. (In addition, as the mass of the addition increases, the distance between the original building and the addition should also increase. In general, for every foot in height that the larger mass would exceed that of the original building, the connector length should be increase by two feet.) The verbiage states that these dimensions "should" be and "a minimum of six feet is required". The proposed connector is 17-feet long. Discussing this amongst Staff; we feel these are suggested tools to separate the masses, but do not need to be strictly adhered to. We would like feedback on that.

The rough point analysis does not currently show a passing score but staff anticipates changes to the drawings that would allow this project to pass a point analysis. Staff had these specific questions for the commission:

1. Would the Commission support allowing an encroachment no more than 12-inches into the absolute 5-foot rear yard setback?
2. With two historic log structures along this block, stained log finishes may be appropriate. Does the Commission concur?
3. Would the Commission support the option of re-sided the historic house with new 4 1/2-inch cedar lap siding if the logs and underlying fabric are too damaged?
4. Since the applicant is seeking to landmark the historic home, should the plans follow Priority Policy 77, "Maintain original window proportions"?

5. Staff is suggesting solid wood windows instead of wood clad windows for the historic structure. Did the Commission concur?
6. Did the Commission believe the visual impacts of this addition are back far enough on the lot to allow for the 23-foot 2-story height instead of the suggested 1-1/2 story?
7. With the height at 23-feet for the addition, does the Commission believe submitted connector sufficiently separates the addition from the historic house, or should the criteria of Priority Policy 80A-4 be strictly followed?
8. Did the Commission support awarding positive two (+2) points for screening the parking from public view?
9. Based on the criteria listed above, would the Commission support locally landmarking the structure?

Staff welcomed any additional comments. The Planning Department recommended this application return for a second review.

Applicant Presentation: Michael Gallagher, Applicant and Architect: I've lived in the house next door to this property since 1996 and I'm pleased to see all the planned improvements to this block. I was neighbors with the Enyarts and enjoyed hearing about the "old days". When they sold this house to me, they said they didn't care if I tore it down. But, I think that it is a good to preserve as it is worthwhile to celebrate who Bud and Martha were in our community. I also would like getting the landmarking density. It is a good property for a family home and the Town needs livable houses that can be functional for a large family to have room for themselves and their possessions. I want to go over a few issues.

The placement of the structure: I'm asking that the rear overhang be allowed to encroach no more than up to 12-inches into the alley setback. There are already a number of encroachments into the alley including the nonhistoric shed on this lot that will be torn down. As Mr. Mosher noted, we are going to move the cabin 5-feet. But, this will be reduced slightly to avoid the larger negative points.

The big question is what to do about the cut-log siding and the determination of what is historic for the original house. It is both able to be landmarked but, because it is not in the Town's Period of Significance, it is also able to be demolished. The cut log siding is milled log, not hand hewn as the Handbook suggests. We need to find a balance because it is not your typical historic structure. The log siding was never chinked there are no longer any corner boards. The log siding on the building is not really finished. It is not weatherproof. I know of a number of large gaps and holes but, there are other areas where we don't know what material is under the shake shingles. There may be sides that don't have any log siding at all. The proposed elevations were drawn with guidance from Mr. Mosher. Making the log siding a requirement was a surprise to me in the report. I understand the logs were there but I think new lap siding will look better. My request is that we go for the submitted elevations with new lap siding as they were drawn and later see what condition the log siding is in. If the log siding is good, then I would change the plans to keep it. The other staff idea was to use a stain on the proposed lap siding that makes it look more of a log color.

The existing window openings don't come up to Building Code. The existing horizontal orientated windows are original to the house but aren't appropriate for the character in the neighborhood. The module size for the new addition is within the suggested range but is relatively large at the high end of the range. The house in the front is relatively small and this is why the module size is relatively large. The idea of adding a second connector to break up the massing is not feasible. It seems to me that the staff has looked at the Policy and has come up with a new idea of a connector that could 31.5 feet long; I think it is a grammatical "and" not a mathematical addition. A 31.5' connector would push the project off the site. I think the connector I've drawn is completely proportional and is acceptable.

I think Mr. Mosher insinuated that this is not eligible for the positive six (+6) points for restoration historic structure as any points greater than positive three (+3) points require the building be within the Town's Period

of Significance. I read the Code completely differently and I think it is eligible for the positive six (+6) points. I don't think you can rule out positive six (+6) points because it isn't part of the period of significance. Under Policy 33(C), window well heating was for safety; this is strictly for safety of the inhabitants to keep window wells clear. If this is taken as a negative I will drop it.

Commissioner Questions / Comments:

Mr. Mamula: As this falls outside the Period of Significance, could he tear this thing down? (Mr. Mosher: Yes.) So this restoration and code compliance is really being driven by the desire to landmark the house for the basement density. That is a key issue tonight to discuss. Does the Handbook of Design Standards for the Historic and Conservation Districts come into play for a property like this? This is an important discussion for the Commission to have. If it is a Code change, obviously it does not affect this submittal.

Mr. Schroder: (To Mr. Gallagher) When you referred to the "particular moment of time" are you referring to the Interim Period? Could you clarify? (Mr. Gallagher: If you look at what is written it says "efforts which fall short" and this falls short of the Period of Significance which brings a structure to a point in time, not just the Period of Historic Significance. It says it can fall short of this period. The efforts I'm proposing aren't bringing it to a particular point of time.)

Mr. Mamula opened the hearing to public comment.

Ms. Janet Sutterley, 100 South Harris Street (Neighbor): I think this is a really good proposal. I like how it's coming together. The connector thing is an example of one size doesn't fit all. When I look at the proposed connector, it is the right height and length. I feel like we aren't going the right direction with the connector issues. I trust the Commission on making the right decision. I think it looks good and it's the right proportion.

With no further public comment the hearing was closed.

Commissioner Questions / Comments:

Mr. Mamula: There is an obvious clash in the Code between the 50 year old structures under Landmarking and the Period of Significance in the Historic Standards. What do we specifically want people to restore in the historic guidelines? We have a set of rules for properties that we don't want to have demolished, but after that period you can demo even if neighbors can't. Some of the things that Mr. Gallagher wants us to forgive are understandable but for historic guideline purposes you can't forgive them.

Mr. Lamb: I am a neighbor to this property. A while back, I had a small shed that I thought I would have to keep but, Staff didn't consider it historic because of the flat roof and the window shape, so I was able tear it down.

Mr. Mamula: If there is a house in town that is built in 1960 and the applicant comes in and says I want to landmark this and lift the house and put in a basement. This has less to do with this project but we are getting to a point that we need to have some clarity going forward. This is close, but are we going to say to other properties, bring it to historic point and you'll get the density? (Mr. Mosher: The information in the Handbook of Historic Standards is not addressing any guidelines for this period. They are silent to this period of time.)

Mr. Schroder: We keep referring to a Code that is not specifically applicable to this project. (Mr. Grosshuesch: We looked at this in that if the applicant wants additional density for landmarking, then the quid pro quo would be let's get this property back to the historic period as far as the applicant can. We didn't think that the strict handbook design guidelines interpretation for the windows proposed would be ok. We have a building that will be taken back close to a period in time, that was our hope but it is your call.) (Mr. Mosher: There are provisions in the Handbook for new construction that apply to the back addition.)

Mr. Mamula: You could apply these to the front too. (Mr. Grosshuesch: I think we owe it to the applicant to move this project along without having numerous work sessions on possible Code changes.) I agree completely, but I want staff to note that we do need to deal with this in the near future.

Mr. Schroder: What happens in 10 years, we are getting newer 50-year old buildings? What do the standards say? (Mr. Grosshuesch: Years ago, the Commission looked at possibly expanding the Period of Significance and we saw that there were only a handful of buildings that met the timeframe after 1942. They weren't really great examples of the Tyrolean ski period. We have the 50 years for the local landmarking which rolls along and the 1942 Period of Significance.) (Mr. Mosher: Thankfully, when we get to the 70's and 80's we have a lot of photographs and other documentation.)

Mr. Schuman:

1. Support the encroachment if it is just the eave.
2. I support keeping the stained log siding as discussed.
3. I support the re-siding or repairing the logs if are too damaged
4. I originally said no, but I'm waffling a little on this no, I think we might need to increase the window size to the double hung.
5. I would support the solid wood windows.
6. I believe the visual impacts of the addition are far enough back.
7. I think the connector is appropriate at 17-feet long.
8. I support positive 2 points.
9. I support the local landmarking.

I think we need to try to maintain these properties versus a scrape off.

Mr. Schroder: Do we have negative seventeen (-17) points total? (Mr. Mosher: Yes, but we are really addressing the points as they are going to change.)

1. I support the encroachment.
2. I support keeping the log siding.
3. I support allowing the new cedar siding if the original logs are decomposed.
4. I support putting in larger windows.
5. I don't know the difference but, a non-metal version is what I support.
6. The new addition does seem large compared to other buildings in the area, but I support as presented because the Code says it is allowed.
7. Connector, I'm in support of way it is shown.
8. Yes.
9. Yes.

Ms. Christopher: I concur with all other comments except number 4. Number 4, I think we should keep the original window proportions, is this to the cabin or to what is historic?

Mr. Lamb:

1. Yes.
2. I would support keeping the log.
3. If logs are damaged, I'm fine with the siding.
4. I'm waffling too on the window proportions; I'm going to have to think on this.
5. Solid wood windows I support.
6. This is another tricky one for me, I'm torn both ways.
7. The connector proposed looks fine to me.
8. Support the 2 positive points.
9. Support landmarking.

Mr. Pringle:

1. I support.
2. I support keeping the cut logs.
3. Lap siding ok if logs are too damaged.

4. We have a big discussion of applying historic standards to non-historic homes. Maybe we shouldn't be applying these standards. I think we should put in the original window proportions not just what is looking historic per the handbook. I don't know if we want to apply a lot of historical techniques, when we should make it look like what it was when it was originally built.
5. I don't have a big problem with the wood clad because this isn't a historic building.
6. I think one of the biggest challenges we have is maintaining the visual mass, I'm not sure going to the 23-foot height. I think the District Guidelines are a story and a half. Does this have negative points or is it absolute? I'm reluctant to endorse this at this point, but I don't think it is a fatal flaw. (Mr. Mosher: The mass the building and how the connector plays, the code talks about 1-1/2 story at a primary façade. It is up to the Commission to decide if it is far enough back.)
7. I like connectors that work for the building so I'm in favor of this one as presented. I don't like the one size fits all.
8. I support the parking points.
9. I support the landmarking.

Mr. Mamula:

1. I'm ok with the encroachment into the setback.
2. This is still difficult; either this is a product of its own time, or its not. I'm ok with the landmarking but the building has to be brought to 1940's not the 1880's. So, the siding and the windows you want gets it to the 1880's. I would rather see the 1957 logs if they are there. I would rather see a window style closer to the 1940's. I would rather see the house get landmarked because it was a function of its time rather than looking like a house trying to be in the 1880's. These are my comments for 2-5.
6. I would rather see a story and a half, but you have room to go more.
7. As far as connector goes, I think the one-story the simple structure is the root of the connector direction we wanted. We have the latitude to determine if this connector is the correct size for the proposed project. I agree with the connector you've drawn.
8. I'm ok with parking.
9. I'm ok with landmarking as long as the front principle building is a function of its time.

2) Gallagher Residence Renovation and Landmarking (MM) PL-2015-0362, 114 South Harris Street

Mr. Mosher presented an application to renovate, restore and remodel the historic house, add a full basement beneath the historic portion of the house, and locally landmark the historic house.

At this initial review, Staff showed the initial point analysis as:

Absolute Policies: All have being met.

Relative Policies: Relative Policy 33: Negative one (-1) point for heating the window wells.

Staff anticipated the applicant making revisions the plans to ensure that the project passes with a zero or greater point score. Staff will have more information regarding the restoration points at a future hearing.

The proposed modifications to the house are modest but will strengthen the historic integrity. Staff is pleased to see the parking on the property too. The rough point analysis shows a passing score and we are requesting minor modifications at the preliminary review. Staff had these specific questions for the Commission:

1. Based on the criteria listed above, would the Commission support locally land marking the structure?
2. Did the Commission believe the front porch should be redesigned to reduce the size and impacts to the historic roof.

Staff welcomed any additional comments. The Planning Department recommended this application return for a second review.

Commissioner Questions / Comments:

Mr. Pringle: Are those original shingles? (Mr. Mosher: Staff believes so but, that is what we are trying to determine exactly. They are true smaller cut-wood shingles. They aren't something that you would find in a hardware store.) It reminds me of old salt box houses around town.

Applicant Presentation: Michael Gallagher, Applicant and Architect:
I'm convinced the shingles are the original siding of the house. There has been a lot of discussion about when this house was built. There was a house here in the 1800's but it wasn't the house there now. Martha Enyeart said that her brother helped build the house in the 1930's. I would like to keep the shingles. This house was built in the 30's. The front porch is the same footprint of the stone porch that is there now. If it isn't covered it becomes a deck, covering it makes it more historically accurate. If I need to cut it back some I won't have a problem. The windows on the south side are historic which I worked on in 1997 and the storm windows have protected them since then.

Commissioner Questions / Comments:

Mr. Pringle: They are cedar shingles not asbestos? (Mr. Mosher: Yes.) (Mr. Gallagher: They are machine cut and they are covered with a lot of paint, I have a photo from Martha that shows them in the early 40's.)

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

Planning staff had the following questions for the Commission:

1. Based on the criteria listed above, would the Commission support locally land marking the structure?
2. Did the Commission believe the front porch should be redesigned to reduce the size and impacts to the historic roof.

Commissioner Questions / Comments:

Mr. Pringle: I think it is a wonderful proposal and an interesting house. It does have its own distinct character and I would endorse this. I would support local landmarking. But, I think the form is wrong on the front porch and should be redesigned.

Mr. Lamb: I totally support the local landmarking and I also think the porch looks a little disproportioned. The heated window wells are a new concept for me; I'm questioning if these are necessary. If so, I support.

Ms. Christopher: I support landmarking and reworking the porch.

Mr. Schroder: Yes and yes.

Mr. Schuman: Yes and yes.

Mr. Mamula: Yes and yes. This is a really cool house.

3) Marvel House (MGT) PL-2015-0328, 318 North Main Street

Mr. Thompson presented a proposal to build a new 3,034 sq. ft. residence (New House) with attached 624 sq. ft. garage (The Barn) in the rear behind the historic Marvel House. Move the historic Marvel House 10' to the west (towards the front of the lot). Remove the non-historic upper level roof (east of the original ridgeline), and remove the non-historic west porch. Restore the historic windows, doors, siding, and architectural details on Marvel House. A new foundation, and full basement density is planned under the historic Marvel House to be used for commercial uses, mechanical needs and an employee housing unit, and to provide new mechanical, plumbing and electrical upgrades on Marvel House. Also planned is the restoration of the front yard with removal of a composite play deck.

The attached preliminary point analysis shows a tentative total score of positive three (+3) point. Negative points have been assigned under Policy 9/R, Placement of Structures (-3) and Policy 24/R, Social Community

- Historic Preservation, Section F. (-10). Positive points are suggested under Policy 24/R, Social Community - Historic Preservation. There are positive ten (+10) for the Employee housing and positive six (+6) for the historic restoration.

The Planning Department has concerns with the plans as proposed and would like Planning Commissioner input on the following questions for direction:

1. Is *Priority Policy 37, Additions should be compatible in size and scale with the main building*, being met?
2. With the average module size at 1,200 sq. ft. and the drawings showing 1,600 sq. ft., is *Priority Policy 178, New buildings should be in scale with existing historic and supporting buildings*, being met?
3. Is *Policy 179, Divide site functions into separate structures to reduce the mass of individual buildings*, being met?
4. *Priority Policy 80 states, Respect the perceived building scale established by historic structures within the relevant character area.* The proposed 1,600 sq. ft. module is directly adjacent to the historic 840 sq. ft. Swisher Cabin on the lot to the north, and the 1,550 sq. ft. Marvel House. Does the Planning Commission believe this policy is being met? Additionally, does the Planning Commission believe it is possible to add more sq. ft. below grade to mitigate the effects of proposing such a large addition directly next to a much smaller historic structure?
5. Would the Commission support the Barn being located on the side (not the rear) of the New House? (*Priority Policy 80A- section 1*)
6. Should the connectors for each of the modules be lengthened to meet *Priority Policy 80A- section 4*?
7. The drawings are showing a gap in the connector between the Marvel House and the New House allowing access to the north yard. Staff does not believe this portion of Policy 80A is being met with this design. Does the Commission concur?
8. The Marvel House is one-story and 6' lower than the proposed residence and the Swisher Cabin directly north of the proposed addition is one-story tall. Is *Priority Policy 81, Build to heights that are similar to those found historically*, being met?
9. Is *Policy 82, The back side of the building may be taller than the established norm if the change in scale will not be perceived from major public view points*, being met?
10. *Priority Policy 86, Design new buildings to be similar in mass with the historic character area context.* Staff believes the perceived size of the new buildings is larger than the neighboring historic buildings in the character area context. Does the Commission concur?
11. Staff believes the new building is not in scale with the historic buildings in the immediate vicinity or other historic buildings on the block. Is *Priority Policy 88, Maintain the perceived width of nearby historic buildings in new construction*, being met?
12. *Priority Policy 174, Reinforce the typical historic setback of buildings and the resulting alignment of facades along the block.* Does the Planning Commission find that 28' from the front property line meets the intent of this policy?

Staff suggested this application come back for a second review.

Applicant Presentation: Ms. Janet Sutterley, Architect:

I wanted to start by giving you background on this project. It is important to note that this property is 12,143 square feet; it is double most lot sizes. The owners initial objective is to be able to footprint these buildings with the plan that the front commercial building be sold. The second goal is to have a modest home and a garage built in the rear. It is worth noting that the owners intend to phase this project. First phase is to do the full restoration on the Marvel House and phase 2 would do development in the back.

I will discuss each question on the list: I feel that we can work through the siding questions with staff.

1. **Priority Policy 37 and Priority Policy 178:** I think the first issue is to determine whether or not that

we perceive the new development on back as a 60' structure or two structures with a connector in the back. I drew a rendering that shows the different levels. I feel that it has been designed as two separate structures.

2. **Character Area 4:** The Marvel house is 1,762 sq. ft. Part of our restoration proposal is to remove non-historic additions which will take the house down to 1,550 square feet. We will be removing the non-historic roof addition and moving the mechanical into the basement. We are taking mass away that is noncompliant. The modules: The average size is 1,200 square feet, no where do we say that we have to conform to average size. We are clearly in the range; 1,600 is the top of the range of module size.
3. **Priority Policy 178:** I do agree that we can use landscaping to screen larger masses. I'm showing the south elevation. It is the same proposal taking out the super connector and replacing with landscaping. I'm going to make a case for this. This is the connector between the Marvel house and the new residence. I think landscaping would be helpful between these buildings.
4. **Policy 179:** Divide site functions into separate structures to reduce the mass of the buildings. I think this is an area where the super connector shouldn't be there. Staff is trying to eliminate the smaller connector, yet we should be applying this to eliminate the super connector. I do not feel that the rear of this property is an addition to the structure. This is a new development, we aren't trying to put an addition on the historic structure, and it is completely separate. We shouldn't need the super connector. I also don't feel like the new development is a secondary structure, is the residence proposed back here secondary; I don't think so. Removing the middle connector that staff is suggesting, connector really blocks the view of the alley.
5. **Priority Policy 80:** There is a change in scale with the Swisher house, but I don't think that the Swisher house is of the historic structures that we are trying to be aware of; it is more of an anomaly. I want to show the abrupt change in scale. The Swisher house is more adjacent to the Marvel house. It's set back far enough.
6. **Connectors:** Larger masses should be broken into smaller modules. I believe we are doing this in the rear with the small connector and I believe it is appropriate in this location.
7. **Priority Policy 80A:** I don't feel that this is an addition to a historic structure and I don't believe the super connector should be there. I don't think that one size fits all with connectors. There was also a question that the connector is too short on the proposed new building, but if you see the elevation drawing I'm presenting, you can see the proportions, because both masses step back on the sides you can see that the 8' connector works.
8. **Priority Policy 81:** Build to heights that are similar to those found historically. We are clearly one and half stories; I believe that we are preserving the historic scale of the block. It is varied where we see this character. The Judge Silverthorne house is similar to the Marvel house in appearance and character, 6' behind it we have a 2 story house that is 9' taller than the historic. Ours is 6' taller and we are set back from front property line and 124' from property line to the Barn. Also, the Judge Silverthorne house picture I've presented tonight shows that there is a lot of landscaping on it, but you can see the visual results. I don't feel that we are overwhelming the front house. It is 9.5' from the Marvel house from of the proposed new residence and it is 6' taller in the Silverthorne house case.
9. **Policy 82:** Views through the alleys: (Ms. Sutterley showed a photo of the view that we are obstructing with the connector between the two new proposed buildings.) I think it is a good thing that the connector is blocking this unsightly view.
10. **Priority Policy 86:** Design new buildings to be similar in mass with the historic character area context. Draw the building to match the historic character area, the historic buildings are sprinkled in and the character area is all over the place.
11. **Priority Policy 88:** Maintain the perceived width of nearby historic buildings in new construction. Swisher is 28' (original historic cabin was 15') wide and Marvel is 30' wide and my main house is 28' wide; this is my widest piece of the building. The Looney house is 18' wide the plate height and we are really close to this. This is the closest example of an actual; the Silverthorne house is 50' wide (front façade is 18', and then it steps back).

12. **Priority Policy 174:** Street alignment: this shows that the street alignments are all over the place; Swisher house is different, everything is different as we move up and down the street.
13. **Siding and Restoration:** I'm happy to wait a while on these; and would be happy to eliminate 13, 14 and 15 points.

Ms. Puester: The handbook of designs standards was implemented in 1992; hence projects approved prior to 1992 didn't meet the design standards we have today. The Silverthorne house did have footprint lots; the subdivision code was changed in 2012 in regard to footprint lots as they relate to secondary structures. There were a lot of concerns with the new residential structures like massing and proximity behind the Silverthorne House, they did some good things like remove the driveway and parking in the front. There are different rules now than when the Silverthorne house was approved. The Handbook was rewritten since then to address these concerns from that project. Now with the revised Design Standards, you can connect to a historic structure with new taller structures, but not have taller secondary stand alone building in the rear. If there is not a connector then the new structure must be subordinate to the primary historic building façade. One of the drivers to this project was a small historic building in the front, and the desire for a taller building in the rear. You could connect this structure and have a taller structure in the back or separate the buildings with no connector but this building in the back must be subordinate to the building in the front. The footprint lot goes back to subdivision code. If the applicant goes this way, then subdivision wise they could get rid of the connector, but again, the new structures would then need to be subordinate to the historic structure in the front. (Ms. Christopher: What policies were changed?) Policy 80 was changed. 80A, 80C, and 81 were also changed. We added another bullet point to Priority Policy 81 when we had the footprint lot discussion; as it relates to the secondary structures.

Commissioner Questions / Comments:

- Mr. Mamula: What is the reason for moving the Marvel house? (Ms. Sutterley: We felt it would help the parking to be screened or hidden behind the commercial structure.) What is the age of the barn? (Mr. Thompson: The barn is not historic; it is really a new garage that is supposed to be sympathetic to looking like a historic barn building.)
- Mr. Pringle: If she built this as proposed and connected it, the building in the back could be higher. (Ms. Puester: Yes, but if she doesn't connect it then it has to be subordinate.) This is a recent change, is this is an unintended consequence? (Ms. Puester: This is like the Silverthorne house, and that is why the policies changed after the Silverthorne project. That is our interpretation. Also, there is a lot of program on the site. If you remember the Silverthorne house, also on a very large lot, that had a commercial space and then a house and duplex. If you connect the structures then it is functioning like one structure rather than a lot of buildings that have more parking considerations.)
- Mr. Mamula: Let's not argue about whether the Code is right or wrong. This is the Code we have to work with. (Mr. Mosher: When we add a connector it creates the mechanics to move the new addition further away from the historic building. What would stop an addition in the future to get closer to the Marvel house?)
- Mr. Pringle: Priority policies are absolute? (Ms. Puester: Yes.)
- Mr. Mamula: What's keeping you from doing a footprint lots? (Ms. Sutterley: If the super connector goes away, we can do footprint lots. If you have the connector then you can't do foot print lots; maybe a condo plat.)

Mr. Mamula opened the hearing to public comment.

Mr. Sam Riggs, Co-Owner of the Swisher House, 320 North Main Street:
We've been there 40 years, our concerns: the addition was added in the 80's and moved it very close to our house. What we have is an ice mess from what comes off the roof of 5-6' height; removing the non-historic addition from the 1980's would really help mitigate the problem. Moving it over will help, but moving it

further away from our property would help even more. We shovel our flat roof 20-25 times a winter to remove water going over to form ice. Drainage through this lot; I hope it gets taken care of. We've looked since this has been paved, the water disappearing under the deck and we don't understand it. Our shed door is on the side and we do need access to it but I don't have concerns.

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

Commissioner Questions / Comments:

Mr. Pringle:

1. I don't feel like this is an addition to a historic building but 2 buildings on a lot and the connector is there to satisfy something like an addition. I'm struggling why it is there. Maybe we should look at completely different design. We have 2 separate buildings that are connected by contrived connector. As far as the connector between the barn and the home; I would prefer to not see that connector. You might want to bisect the lot. You are asking a question that I don't know how to answer. (Ms. Puester: Maybe you could say if you agree with staff's interpretation to that policy. If you are doing a secondary structure it needs to be subordinate and it won't have to be connected, if the addition is proposed to be taller than the historic Marvel House then it needs a connector, per code.) I'm struggling why we would connect these two. We are being presented with 2 separate structures and it doesn't relate to the Marvel house as an addition. The connector satisfies the code but it looks contrived.
2. 179: Separate structures into separate functions to reduce the mass. It seems it would normally be that way except for the connectors.
3. If the Marvel House is ok, I wonder if the 1,600 is ok. I think it is still within the size of the scale in this character area, I think the size of the module is fine.
4. Barn being on the side? I don't know where else you would put it. I don't think it works behind in this case.
5. I don't think the connector should be lengthened to meet 80A.
6. Marvel house is 6' lower than the proposed addition, but I think the building heights are fine, it is below the recommended height.
7. 82: Is the major public view point the street or the alley? I think it is the street, so being proposed on the back of the lot is fine.
8. I don't think the size is in conflict with the historic area; I don't think you judge simply as next to the Swisher house.
9. The setback if you are going to judge what is there, the zero lot line is fine because the adjacent building is on the property line, I don't think you judge it on this basis.

Mr. Lamb: I understand that if we go by the code the house can be bigger, if there is a connector. I agree with all of the concerns that staff has raised related to the priority policies, I think it is too wide, too tall, too dense, and I think when you come here with 12 things that staff has problems with then you have too many issues. Maybe you should go to the foot print thing or back to the drawing board.

Ms. Christopher: I concur with Jim; I have the same concerns as staff. Without the connector I think it looks great but, then the proposal does not meet code. We need to follow the code.

Mr. Schroder:

1. The additions are not in compatible size and scale.
2. Module size is pushing the maximum. The new buildings are not in scale, this is not meeting the priority policies.
3. The barn should be separated from the proposed residence without a connector, as to meet Policy 179, dividing the site functions into separate structures to reduce the mass of the individual buildings.
4. 80 is a priority policy and this is failing.
5. It is a small primary house on a huge lot, and it is constrained by the priority policy. It is not in compliance with the policy.
6. Connectors: I support staff on their interpretation of the policy.

7. The proposed gap in the connector is confusing to me. Is this air? (Ms. Sutterley: That is what I proposed.) It looks like a false front of the building; it shouldn't be used. We need to follow the code.
8. Priority policy 86: The new building is so much bigger than the building that is adjacent to the lot to the north. This priority policy is not being met.
9. I do think that this policy is being met as it relates to the proposed setback. There isn't a consistent setback in this character area.

Mr. Schuman:

1. I don't think it is compatible in size and scale with the historic Marvel House.
2. 178: I don't believe that the policy is being met.
3. 179: I don't believe it is being met either.
4. No, I don't believe that the building scale priority policy 80 is being met.
5. No, I wouldn't support the side connector to the barn.
6. I don't think so.
7. I concur with the staff on the gap, not appropriate.
8. Priority Policy 81: I don't think this is being met.
9. Policy 82: I believe the scale will be perceived from North Main Street.
10. Priority Policy 86: I do believe the size of the addition will be perceived as larger in mass than other historic buildings in the character area.
11. I believe the width is much wider than nearby historic buildings.
12. 174: I believe a 28' set back would be appropriate for this particular site and character area.

One other thing: on the Judge Silverthorne property, I have constant conflicts with this property because all of the program and activity and it adversely effects the neighboring properties.

Mr. Mamula: I think the staff has done their job in interpreting the code. I think you have to do the connector if the proposed buildings in the back are taller than the historic Marvel House. The commercial building is proposed to be under parked which is forcing you to move the structure forward, when the back two buildings should be closer to the Marvel house that will make the connector look smaller and then allow you to park in the back. The parking is messing this whole thing up. The code is the code. Maybe you should examine a different way to address this project, subdivide it or footprint. As far as we are concerned as a Commission our job is to follow the code. Two completely different uses on site in two effectively different buildings with shared parking which doesn't really work. I'm ok with the setback. If you want to build this you need to go by the code and build the connector with a taller building in back. If you want to do this another way then you need to research this before you come back and meet the code. Thank you.

OTHER:

Mr. Thompson: I've accepted a job with the Boulder County Planning Department, as my fiancée lives down there, but I have enjoyed working here for the last 10 years. I have learned so much from all of you. I have a tremendous amount of respect for all of you. I am going to miss you, but it is time for me to move in with my fiancé, and new challenges on the Front Range.

Mr. Mamula: As the Chairman, I would like to thank you for your service to the Town and you've done a great job and you've grown a lot and helped to shape our Town.

Mr. Pringle: The Town is a better place because you were here.

Ms. Puester: October 22 is the Planning Commission retreat. We are meeting here at Town Hall in the morning. I'll be sending out an agenda. We'll be leaving around 8am.

ADJOURNMENT:

The meeting was adjourned at 10:30pm.

Eric Mamula, Chair

Town Council Staff Report

Subject: Breckenridge Stables Carriage Ride Street Use Permit
(Street Use Public Hearing; SUP-0002)

Proposal: This proposal is to renew the Street Use Permit to operate a horse drawn carriage on Town Streets.

Date: October 5, 2015 (for meeting of October 13, 2015)

Project Manager: Julia Puester, AICP

Applicant/Owner: Brad Bays, Applicant/Business Owner

Address: 201 S. Main Street (west side of S. Main in front of the Welcome Center)

Legal Description: Lot 1-3, Block 7, Stiles Addition Subdivision

Land Use District: 19: Commercial (1:1 FAR/20 UPA)

Adjacent Uses: North: Main Street, retail and office uses
East: Barney Ford Museum, retail uses
South: Main Street, retail and office uses
West: Welcome Center, Blue River Plaza

Item History

Horse drawn carriage ride businesses have received permits to run on Town streets in some form since 1988 (Parker Sleigh Rides, Village Hay Rides, Mountain Man Carriage Co, and Breckenridge Stables Horse and Carriage). Permits to operate a horse drawn carriage, owned by Brad Bays has permits dating back to 2005 (under Mountain Man Carriage Co. and Breckenridge Stables Carriage Co.).

In 2011, the Town Council denied an application for renewal due in part to issues with the location of the carriage stop which was in front of Creatures Great and Small storefront on the southeast side of the S. Main Street and Washington Avenue intersection. The permit was ultimately approved after a public hearing at Town Council with a change to the carriage stop location in front of the Welcome Center which is where it resides today.

The Town Council approved a new Town Code Section “*Permits Required to Conduct Certain Businesses on Town Streets*” which implemented a new review process for pedicabs, horse drawn carriages, and peddle buses. In 2013 and again in 2014, the Horse and Carriage Rides was issued an administrative permit renewal for one year durations with conditions.

Staff Review

Staff has reviewed this application in conformance with Title 4, Chapter 15 *Permits Required to Conduct Certain Businesses on Town Streets*. Because the Town Council has voiced concerns

with the horse drawn carriage operation, a new application has been processed and publicly noticed. The business is also in process of being sold although Mr. Bays has been designated the owner of this permit application and subsequent permit if approved. A letter from the prospective buyers has been included as an attachment to this memo.

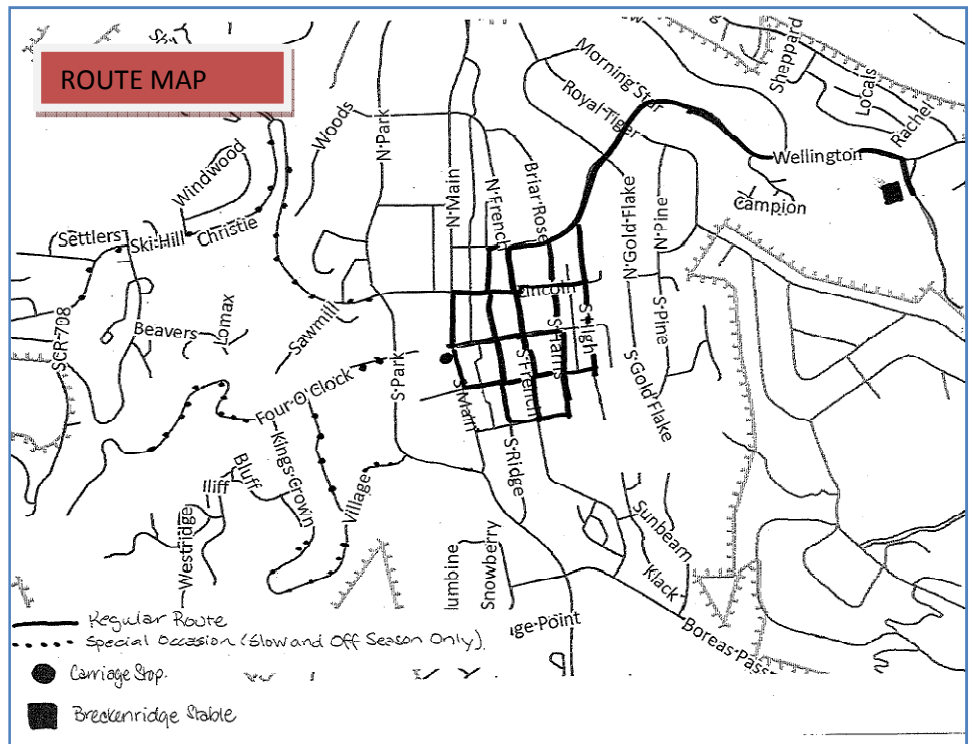


Hours of Operation

The hours of operation proposed are from noon-6 p.m. in the summer season and 1 p.m.-7 p.m. in the winter. Special events and weddings are by reservation only and times vary.

Horse Drawn Carriage Route

The horse drawn carriage starts and ends each day at the Breckenridge Stables off of Wellington Road. The route for guests starts at the designated carriage stop in front of the Welcome Center and is within the Historic District. The carriage route covers portions of



Main Street however, it operates so that it is on one block of Main Street at a time and then pulls off on streets to the east in between. During special occasions such as weddings, the carriage may include a route on Village Road, Four O’Clock Road or Ski Hill Road.

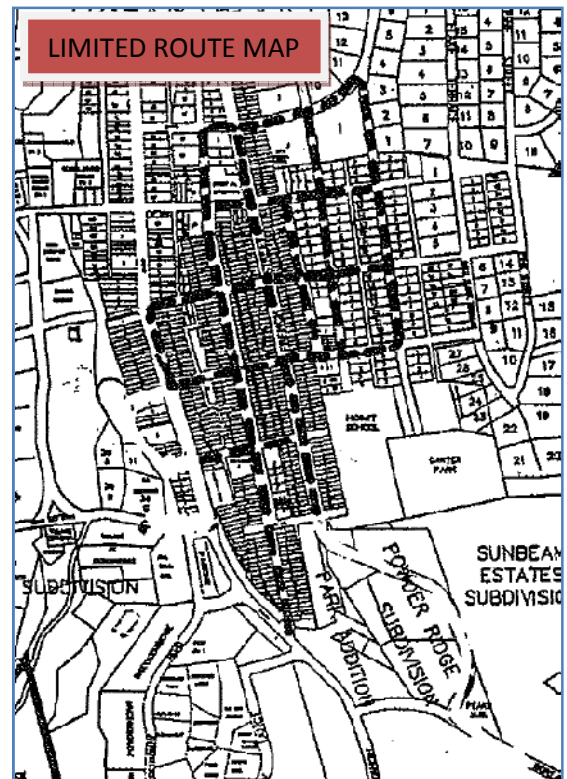
The route proposed remains unchanged from previous years. The language in the permit is as follows:

Only streets and waiting locations shown on the "Route Map" and/or "Limited Route Map" shall be used. Use of larger wagons, as opposed to the compact carriages, is not allowed. Applicant shall not use any Freeride bus stop turn out areas, unless to momentarily allow faster vehicles to pass. During the Breckenridge Ski Area ski season, carriage shall not operate on any Town street prior

to 9:00 a.m. nor between the hours of 3:00-6:00 p.m. except as shown on the Limited Route Map. Carriages shall not travel Main Street for more than one consecutive block at a time or to cross the street. Carriages shall not travel in front of the Ridge Street Post Office between 11 a.m. and 4 p.m., Monday through Friday. Applicant shall avoid Park Avenue as much as possible. When servicing Beaver Run, Grand Timber Lodge, and other properties generally west of Park Avenue, Applicant shall cross Park Avenue at Four O'clock Road, rather than operating on Park Avenue, and shall return to Main Street via Four O'clock Road, Park Avenue and Ski Hill Road. When servicing Mountain Thunder Lodge, Applicant shall access Park Avenue from Watson Avenue, and return to Main Street via Watson Avenue.

Staff Concerns

Staff routed the renewal application to the Police Department, Public Works, Transit, and the Community Development Department. The Police Department reported constant complaints from shuttle drivers that the carriage is not as far north as possible on the block and that it encroaches on the shuttle stop. The carriage drivers need to do a better job of staying north of the shuttle stop. The Transit Department commented that Mr. Bays does a good job of backing the horses up to leave room for the Town bus stop at the Blue River Plaza as well as having done a good job at waiting until the bus departs to not slow the bus down.



The Police Department also commented on members of the Transit Committee expressing the desire to have the operation off of Main Street completely and suggested looking at limiting the daytime hours of operation on Main Street such as not between the hours of 3 p.m.-6 p.m. on weekends.

Staff approached the applicant on the Transit Committee's suggestion. Mr. Bays provided the following response, "Not operating on Main Street between 3 and 6 would have a huge impact to my business. Those are the busiest times of the day. Most weekend days between 3 and 6 the carriage is stopped in traffic on Main Street. Meaning the traffic is slower than the carriage. We only go on main street 1 block and then pull off. If any cars do end up waiting on the carriage it wouldn't be for very long. On average it takes anywhere from 1 minute to 1 1/2 minutes for the carriage to move 1 block. I have tried for many years operating in different locations when Main Street is closed for special events and it doesn't work. The guests need to see the horses, pet them, take pictures with them. Now when Main Street is closed, the carriage does not operate due to lack of exposure. Please remember the carriage does not make a lot of money. We do it because we love the town, history, and horses." The applicant has also provided some supplemental information on the carriage ride operation attached to this memo.

Public Works and Community Development had no concerns to add.

Public Comment

A public comment was received from Mr. Feigenbutz referencing licensing and his experience on a trail ride which has been attached for review.

Staff Recommendation

The application has been routed through the Police Department, Public Works, Transit and the Community Development Department. With the permit conditions included as attached, the applicant has addressed the concerns from Town Departments. Over the past years, the owner has addressed issues regarding the on street operations as they arise from staff.

Should the Town Council approve the Breckenridge Stables Horse Drawn Carriage Street Use Permit (SUP# 2015-002) located near 201 S. Main Street, Staff recommends approving the attached permit and the Findings and Conditions attached which are unchanged from the previous permit.

Per the ordinance, a Street Use permit is valid for one year. If the application remains substantially the same as this permit, if approved, and there are no issues during the permit duration, it may be renewed administratively by the Town Manager's office unless otherwise directed by Town Council.

**IN THE MATTER OF THE APPLICATION OF BRENRIDGE STABLES, LLC FOR
THE RENEWAL OF A TOWN OF BRECKENRIDGE STREET USE PERMIT
(Issued Under Chapter 15 of Title 4 of the Breckenridge Town Code)**

Permit No. SUP-002

Name of Applicant: Brad Bays

Name of Applicant's Business: Breckenridge Stables, LLC

Type of Business: Horsedrawn Carriage

Address At Which Applicant Is Authorized to Operate Business:

South of Intersection of Washington Avenue and S. Main Street

The Breckenridge Town Council, acting pursuant to the authority granted in Section 4-15-16 of the Breckenridge Town Code, also known as the "Town of Breckenridge Street Use Licensing Ordinance," makes the following findings and renders the following decision with respect to the application of Brad Bays ("**Applicant**") to renew its Street Use Permit for the business known as Breckenridge Stables, LLC:

FINDINGS

1. On September 12, 2014 the Town issued to the Applicant a Street Use Permit under the "Town of Breckenridge Street Use Licensing Ordinance," codified at Chapter 15 of Title 4 of the Breckenridge Town Code. The Permit was neither suspended nor revoked during the term of the license.
2. On September 10, 2015 the Applicant filed an application to renew its current Street Use Permit. The filing of the renewal application was timely under the Town of Breckenridge Street Use Licensing Ordinance. Pursuant to Section 4-15-16(D) of the Breckenridge Town Code the timely filing of the Applicant's renewal application extended the current Permit until a final decision is made on the renewal application.
3. The renewal application is complete and signed by the Applicant, and the Applicant has provided any additional information concerning the application requested by the Town staff.
4. On October 13, 2015 the Town Council of the Town of Breckenridge reviewed the Applicant's renewal application at its worksession, and held a public hearing on the application.

5. The Applicant has paid the renewal application fee required by Section 4-15-16(E) of the Breckenridge Town Code.

6. The renewal application does not contain a material falsehood or misrepresentation.

7. The renewal application complies with all of the applicable requirements of the “Town of Breckenridge Street Use Licensing Ordinance.”

8. The primary location of the business will not substantially interfere with motor vehicle or pedestrian travel, or pose a threat to the public health, safety or welfare;

9. Having considered the factors set forth in Section 4-15-10(C)(4) of the Breckenridge Town Code, we find that the continued operation of the proposed business on the Town streets and alleys is not likely to:

a. Cause substantial disruption of traffic or pedestrian flow in the area of the town where the proposed business will operate;

b. Create a substantial inconvenience or annoyance to the public; or

c. Cause a public nuisance.

10. Pursuant to Section 4-15-10 (C)(5) we find that the granting of the application will not endanger public health or safety.

11. None of the factors requiring denial of the renewal application as set forth in Section 4-15-10(C) apply.

12. The Applicant is entitled to renewal of its Street Use Permit, subject to the conditions set forth below.

13. The conditions set forth below are necessary to protect the public health, safety, and welfare from the adverse or potentially adverse impacts of the Applicant’s business for which the renewed Permit is issued.

DECISION

ACCORDINGLY, the Applicant’s renewal application is **GRANTED** and a one year Street Use Permit shall issued to the Applicant; subject, however to the following terms and conditions:

CONDITIONS OF APPROVAL:

The renewed Street Use Permit shall not become effective until the Permittee agrees in writing to be bound by and to continuously comply with all of these conditions. It is a condition of the renewed Permit that the Permittee shall at all times:

1. Comply with all of the terms and conditions of the Permit.

2. Comply with all of the requirements of Chapter 15 of Title 4 of the Breckenridge Town Code.

3. Comply with all other Town ordinances that are applicable to the business for which the Permit was issued.

4. Procure and continuously maintain throughout the term of the Permit a policy of comprehensive commercial general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) per claim, One Million Dollars (\$1,000,000) aggregate, and Fifty Thousand Dollars (\$50,000) for property damage. The Town shall be named as an additional insured under such insurance policy. An ACORD Form 27, or other certificate of insurance acceptable to Town Clerk, shall be completed by the Permittee's insurance agent and provided to the Town Clerk as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be reviewed and approved by Town prior to renewed Permit becoming effective, and on each renewal or replacement of the policy during the term of the Permit.

5. Indemnify and defend the Town, its officers, employees, insurers, and self-insurance pool (with counsel acceptable to the Town), 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, arising out of or in any manner connected with the operation of the business for which the Permit was issued. The Permittee shall investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Permittee, and bear all other costs and expenses related thereto, including court costs and attorney fees. The indemnity obligations of this condition shall survive the expiration or revocation of the Permit, and shall continue to be fully enforceable thereafter.

6. With respect to the Permittee's horse and carriage for which the renewed Permit is issued, the following special conditions shall apply:

A. The driver or operator of the horse drawn carriage must be at least 18 years of age, and have a valid Colorado driver's license.

B. The driver or operator of the horse drawn carriage must be qualified to safely operate the horse drawn carriage.

C. The driver or operator of the horse drawn carriage must register with the Police Chief by providing the Police Chief with a copy of the driver's or operator's current Colorado driver's license.

D. The Permittee shall:

(i) use new ropes or halters, not bridle ties, when stopped;

(ii) properly adjust all equipment;

- (iii) not leave horses unattended while hitched or untied; and
- (iv) never remove the bridle while hitched to a horse drawn carriage.

E. Each horse drawn carriage shall be equipped with the following:

- (i) buckles only on hold back and driving end lines; snaps allowed on other harness parts;
- (ii) throat latch;
- (iii) blinders;
- (iv) nose band;
- (v) brichen;
- (vi) buckle safes or keepers behind all buckles;
- (vii) round collar or breast collar style harness;
- (viii) kickstrap; and
- (ix) diapers/harness bags to trap manure.

F. The Permittee shall maintain the horse drawn carriage and related equipment in a clean and safe condition.

G. The Permittee shall not permit horse waste to accumulate and create an offensive odor.

H. The Permittee shall properly collect and dispose of all horse waste. Manure shall not be deposited in either Town refuse containers or the Blue River. Urine shall be collected by an absorbent material and disposed of properly.

I. The Permittee shall immediately clean up any manure or urine deposited onto a Town street, alley, or sidewalk.

J. At the end of its operations each day the Permittee shall wash down the area of the street where its horses stand.

K. The Permittee shall clean the storm sewer inlet structure nearest to the area of the street where its horses stand at least two times each year, once in June and again in September. The Permittee shall contact the Town's Public Works Department at least 24 hours prior to each cleaning, and again within 24 hours after each cleaning.

L. The Permittee shall operate the horse drawn carriage in accordance with all applicable state and local traffic laws.

M. This list is not intended to be exclusive, and the Permittee shall take such other and further action as may be needed to safely operate the horse drawn carriage.

N. Triangular "slow vehicle" reflectors shall be installed on the carriage pursuant to CRS 42-4-234. Carriages operating at night shall be lit with a minimum of one white light at the front and two red lights at the rear, with side reflectors, in accordance with CRS 42-4-211(7).

O. At no time shall the horses or carriage be left unattended, and a carriage operator shall remain with the horses and carriage and in control at all times. If the carriage operator needs to be away from the horses or carriage for any reason, the Applicant shall ensure that another trained horseman tends the horses while the carriage operator is away.

P. Only streets and waiting locations shown on the ""Route Map" and/or "Limited Route Map" shall be used. Use of larger wagons, as opposed to the compact carriages, is not allowed. Applicant shall not use any Freeride bus stop turn out areas, unless to momentarily allow faster vehicles to pass. During the Breckenridge Ski Area ski season, carriage shall not operate on any Town street prior to 9:00 a.m. nor between the hours of 3:00-6:00 p.m. except as shown on the Limited Route Map. Carriages shall not travel Main Street for more than one consecutive block at a time or to cross the street. Carriages shall not travel in front of the Ridge Street Post Office between 11 a.m. and 4 p.m., Monday through Friday. Applicant shall avoid Park Avenue as much as possible. When servicing Beaver Run, Grand Timber Lodge, and other properties generally west of Park Avenue, Applicant shall cross Park Avenue at Four O'clock Road, rather than operating on Park Avenue, and shall return to Main Street via Four O'clock Road, Park Avenue and Ski Hill Road. When servicing Mountain Thunder Lodge, Applicant shall access Park Avenue from Watson Avenue, and return to Main Street via Watson Avenue.

Q. One single Main Street waiting location is designated. The approved waiting location is on Main Street, just south of the intersection with Washington Avenue, on the west side of Main Street. This location is immediately in front of the Breckenridge Welcome Center. The Applicant shall keep the horses and carriage as far north as possible on this block, to ensure that sufficient space is provided for the Breckenridge Free Ride transit system, which will use the space immediately south of the designated waiting location. The Town of Breckenridge reserves the right to authorize other carriage operators to use the same waiting location. In such event, the designated waiting location is allowed on a first-come, first-served basis. There is no guaranteed right to use the designated waiting location.

R. No signs are authorized by this permit. Any signs shall require a separate Town of Breckenridge sign permit, including any signage proposed for display on the carriage.

S. Applicant shall pull over to the side of the road, should traffic back up behind the carriage. This applies while providing a tour or taxi service, as well as when bringing the horses and carriage to or from the stables along Wellington Road. Applicant and the carriage operator shall monitor traffic buildup behind the carriage, and determine a safe location to pull over to allow traffic to pass.

T. Applicant shall temporarily relocate the carriage when service vehicles need access to or through a waiting designated location.

U. Applicant's carriages shall not be operated in such a manner as to become a nuisance.

V. Applicant shall wash down the street each day at the end of daily operations between May 1 and October 31. At other times of the year, Applicant shall coordinate with the Streets Department Manager of the Town of Breckenridge Public Works Department on a schedule for street washing and general cleanup.

W. Applicant shall clean the storm sewer inlet structure immediately north of the designated waiting location at least two times per year. The storm sewer inlet structure shall be cleaned at least one time each year in June, and at least one time each year in September. Applicant shall contact the Streets Department Manager of the Town of Breckenridge Public Works Department at least 24 hours prior to each cleaning, and within 24 hours after each cleaning.

X. If at any time the Town of Breckenridge determines that the Applicant has violated a condition or this permit, if Applicant's operation of the horses and/or carriage create a threat to public health, safety of welfare, or if operation of the carriage is deemed to excessively impede free movement of traffic or public transit within the town, the Town of Breckenridge may alter or revoke this permit.

A copy of this decision document shall be mailed to the Applicant by regular mail, postage prepaid, at the address shown in the application.

Dated: _____, 2015

TOWN OF BRECKENRIDGE

By: _____
John Waner, Mayor

CERTIFICATE OF MAILING

I, Helen Cospolich, the duly appointed and acting Town Clerk of the Town of Breckenridge, do hereby certify that I have this day mailed a copy of this document with sufficient prepaid postage affixed thereon to assure delivery to:

Brad Bays
PO Box 6686
Breckenridge, CO 80424

DATED: _____, 2015.

Helen Cospolich
Town Clerk

**TOWN OF BRECKENRIDGE STREET USE PERMIT
(Issued Under Chapter 15 of Title 4 of the Breckenridge Town Code)**

Permit No. SUP 2015-002

Name of Permittee: Brad Bays
Name of Permittee's Business: Breckenridge Stables LLC
Type of Business: Horsedrawn Carriage
Address At Which Permittee Is Authorized to Operate Business:

**South of Intersection of Washington Avenue and S. Main Street (in front of
Welcome Center, 201 S. Main Street)**

Date of Issuance of Permit: October 13, 2015.

Date of Expiration of Permit: October 13, 2016.

**THIS PERMIT IS SUBJECT TO SUSPENSION OR REVOCATION IN ACCORDANCE
WITH THE TOWN OF BRECKENRIDGE "STREET USE LICENSING ORDINANCE",
CHAPTER 15 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE**

PERMIT CONDITIONS

It is a condition of this Permit that the Permittee shall at all times:

1. Comply with all of the terms and conditions of this Permit.
2. Comply with all of the requirements of Chapter 15 of Title 4 of the Breckenridge Town Code.
3. Comply with all other Town ordinances that are applicable to the business for which the Permit was issued.
4. Procure and continuously maintain throughout the term of the Permit a policy of comprehensive commercial general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) per claim, One Million Dollars (\$1,000,000) aggregate, and Fifty Thousand Dollars (\$50,000) for property damage. The Town of Breckenridge shall be named as

STREET USE PERMIT

an additional insured under such insurance policy. An ACORD Form 27, or other certificate of insurance acceptable to Town Clerk, shall be completed by the Permittee's insurance agent and provided to the Town Clerk as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be reviewed and approved by Town prior to commencement of the operations of the business pursuant to the Permit, and on each renewal or replacement of the policy during the term of the Permit.

5. Indemnify and defend the Town of Breckenridge, its officers, employees, insurers, and self-insurance pool (with counsel acceptable to the Town), 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, arising out of or in any manner connected with the operation of the business for which the Permit was issued. The Permittee shall investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Permittee, and bear all other costs and expenses related thereto, including court costs and attorney fees. The indemnity obligations of this condition shall survive the expiration or revocation of the Permit, and shall continue to be fully enforceable thereafter.

6. With respect to the Permittee's horse and carriage for which this Permit is issued, the following special conditions shall apply:

- A. The driver or operator of the horse drawn carriage must be at least 18 years of age, and have a valid Colorado driver's license.
- B. The driver or operator of the horse drawn carriage must be qualified to safely operate the horse drawn carriage.
- C. The driver or operator of the horse drawn carriage must register with the Police Chief by providing the Police Chief with a copy of the driver's or operator's current Colorado driver's license.
- D. The Permittee shall:
 - (i) use new ropes or halters, not bridle ties, when stopped;
 - (ii) properly adjust all equipment;
 - (iii) not leave horses unattended while hitched or untied; and
 - (iv) never remove the bridle while hitched to a horse drawn carriage.
- E. Each horse drawn carriage shall be equipped with the following:
 - (i) buckles only on hold back and driving end lines; snaps allowed on other harness parts;
 - (ii) throat latch;

STREET USE PERMIT

- (iii) blinders;
 - (iv) nose band;
 - (v) brichen;
 - (vi) buckle safes or keepers behind all buckles;
 - (vii) round collar or breast collar style harness;
 - (viii) kickstrap; and
 - (ix) diapers/harness bags to trap manure.
- F. The Permittee shall maintain the horse drawn carriage and related equipment in a clean and safe condition.
- G. The Permittee shall not Permit horse waste to accumulate and create an offensive odor.
- H. The Permittee shall properly collect and dispose of all horse waste. Manure shall not be deposited in either Town refuse containers or the Blue River. Urine shall be collected by an absorbent material and disposed of properly.
- I. The Permittee shall immediately clean up any manure or urine deposited onto a Town street, alley, or sidewalk.
- J. At the end of its operations each day the Permittee shall wash down the area of the street where its horses stand.
- K. The Permittee shall clean the storm sewer inlet structure nearest to the area of the street where its horses stand at least two times each year, once in June and again in September. The Permittee shall contact the Town's Public Works Department at least 24 hours prior to each cleaning, and again within 24 hours after each cleaning.
- L. The Permittee shall operate the horse drawn carriage in accordance with all applicable state and local traffic laws.
- M. This list is not intended to be exclusive, and the Permittee shall take such other and further action as may be needed to safely operate the horse drawn carriage.
- N. Triangular "slow vehicle" reflectors shall be installed on the carriage pursuant to CRS 42-4-234. Carriages operating at night shall be lit with a minimum of one white light at the front and two red lights at the rear, with side reflectors, in accordance with CRS 42-4-211(7).

STREET USE PERMIT

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- R. No signs are authorized by this permit. Any signs shall require a separate Town of Breckenridge sign permit, including any signage proposed for display on the carriage.
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STREET USE PERMIT

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- X. If at any time the Town of Breckenridge determines that the Applicant has violated a condition or this permit, if Applicant's operation of the horses and/or carriage create a threat to public health, safety of welfare, or if operation of the carriage is deemed to excessively impede free movement of traffic or public transit within the town, the Town of Breckenridge may alter or revoke this permit.

Dated: _____, 2015

TOWN OF BRECKENRIDGE

By: _____
 Timothy J. Gagen, Town Manager

ACCEPTANCE OF PERMIT AND CONDITIONS

The undersigned Permittee acknowledges receipt of this Permit, and agrees to be bound by all of the conditions of approval set forth in this Permit.

Dated: _____, 2015

Brad Bays

By: _____

Title: _____

STREET USE PERMIT

STREET USE PERMIT

Page 6

Town of Breckenridge,

It has been recently brought to my attention there are 4 issues the Town of Breckenridge would like me to address in regards to the horse and carriage business.

1. Manure on Streets-

The carriage horses wear diapers to catch the majority of the manure while on town streets. If manure falls on the street my staff is told to go down and clean it up after work. There has been a few times when my staff has not done so and I apologize for that. There is a new double diaper system we just installed and it seems to be working great. It has a second diaper to catch any manure the first diaper misses. I am also making sure that the drivers clean up any spills daily. We have washed our parking spot weekly on Main Street with a water truck throughout the summer. To my knowledge, there have been no odor issues on Main Street.

2. Inhumane treatment of horses-

We take pride in our horses and never treat them poorly. Our horses are our livelihood and receive excellent care. All horses are up to date on vaccines & wormer. The horses get grained on days they work. Hay is available at all times. They are groomed daily and even bathed if necessary.

Our horses are in the public eye daily and seen by thousands of different people. We have found that everyone has their own opinions and every once in a while we get a complaint. All complaints are forwarded to Summit County Animal Control so they can investigate the issue. It is very important that any complaints be directed to professionals who look at facts not individuals who seem to just have opinions. We take all complaints seriously. To my knowledge, there have been zero complaints filed recently. Attached is a letter from Summit County Animal Control. When reading this letter please remember between the riding stables and carriage there are over 100 horses in the public's eyes daily and we have received a total of 5 complaints since 2008. Since 2008, tens of thousands of guests have rode, pet, or just looked at our horses.

Breckenridge Stables also rescues horses. About 50% of our current herd has been rescued over the last 15 years. We buy horses at auctions that are going to meat buyers and also take on abandoned and neglected horses. We make sure that all the horses we use for our guests are safe and gentle for everyone. Most of the horses working daily with Breck Stables have at least 10 years of experience. This is required because the majority of our guests are beginners and inexperienced. We take pride in our safety record.

3. Traffic-

The carriage operates in the historic district and very limited on Main Street. Please see current permit and conditions attached. I do not notice any issues with traffic getting stuck behind the carriage except on Wellington as the carriage goes to and from work daily. Wellington does not have a lot of traffic so when anyone gets behind the carriage they just pass. If the carriage ever does have vehicles waiting, it wouldn't be for very long, maybe 1 or 2

minutes at the most. But in today's fast paced world it could seem like more. We are open to any suggestions on traffic issues.

4. Parking Location on Main Street-

Back in 2013, the carriage location was moved from the East side of Main Street to the West side just outside of the Welcome Center. This location works very well for us as well as the Welcome Center. The Welcome Center sells carriage rides and offers a location for guests to use restrooms, warm up, and get info on other activities. Attached is a letter from the Welcome Center. We have created a great relationship over the years.

I have owned the carriage rides in Breckenridge since 2002 and take pride in the business. Over the years we have provided carriage rides for hundreds of weddings, engagements, birthday parties, and historic tours. We have made the facilities at the Equestrian Center very comfortable for the Carriage Horses. I do have a person interested in purchasing the carriage. If we decide to do a deal I will make sure they have the proper training and follow all the conditions of the permit. I understand how high the standards are in Breckenridge and will continue to take pride in the carriage business as I have for the last 13 years.

Brad Bays
Breckenridge Stables – Carriage

Supplemental Information from Brad Bays, Owner (2015)

A statement of the nature of the applicant's proposed business

To provide horse and carriage rides for historic tours & weddings in Breckenridge's historic district.

The primary route(s) over town streets and alleys where the applicant proposes to operate the business;

Same as before. No new routes requested.

5. A statement of the applicant's qualifications and experience in operating the proposed business;

I have been involved with horses my entire life. Growing up on a public riding stable I am very familiar with trail rides, sleigh rides, & carriage rides. I am a fourth generation rancher. In Breckenridge, I have provided carriage rides since 2002. I have provided sleigh rides and trail rides since 2007. Herdsman would be my official title as I provide all health and feeding care for 120 head of horses. Everything from breeding, foaling, worming, vaccinations, shipping, feeding, driving teams and riding horses is all a part of my duties daily. About ½ of our horses have come to us as rescues and we take pride in all our animal health. I have been involved with the Breckenridge Equestrian Center since 2002 and my wife is the current treasurer. In the "off season", I rodeo with the Professional Rodeo Cowboys Association and provide safety for both livestock and cowboys. My full time manager John Scheffler has been involved with livestock his entire life as well. From being a herdsman for 1000 head dairy's to working ranches he has done it all for over 50 years. John is in charge when I am out of town and he does a great job. John has worked for me the last 7 years. There are also several employees that work for us full time that all have horse experience. Please let me know if you need any other specifics.

6. A list of the applicant's equipment/animals that will be used to operate the proposed business;

Same as previous years-

Vis-à-vis Limo Carriage

Team Harness

Draft Horses – We rotate through several different draft horses to pull the carriage. That way all are able to stay fat and happy. We require that each draft horse has a minimum of 7 years of experience to work on Main Street. That way we can guarantee safety. All the horses have hay available at all times unless they are in town working and they get grain daily. A 2000 pound horse can eat 100 pounds a day!

7. A statement of the training that will be provided to the applicant's employees or contractors to be involved in the operation of the proposed business;

All employees and contractors are trained one-on-one for a minimum of 1 week in order to work the carriage. They must also have 6 months previous horse experience with references.

Their duties would include-

Clean manure from pasture at BEC daily.

Water, Grain, & Feed

Brush/wash Horses

Harness Team and head down to Main Street to give carriage rides.

Unharness Team
Brush Horses

8. A list of any permit or license previously issued to the applicant authorizing the operation of a business similar to the proposed business, and a statement of any disciplinary action imposed by the issuing authority with respect to such permit or license; and

I have held permits and licenses in Breckenridge since 2002 to operate the carriage. I can get them from the Town upon request. No disciplinary action. I have had a few complaints in the past but once animal control contacted me and looked into them they have all check out to be fine. When you are in the public's eye daily you get a lot of people with different opinions. I have come to realize some people call in a complaint just due to not being knowledgeable on horses. If the town has received any complaints I am unaware of, I can address any issues.

I have had the carriage company for sale the last couple years and finally have it under contract, set to close October 1st. The new buyer has worked the carriage for me in years past and is very familiar with the operation and the TOB requirements. I will work alongside him to assure all rules and safety procedures are followed so we can have continued success with the carriage company in Breckenridge. The new buyer will transition to the owner over the next 50 months so I will make sure the process is completed the correct way.

As stated earlier I am out of town this Fall at rodeos. I am available by phone at 970-389-1767, email at brad@breckstables.com. If you need me, my manager John, or the new buyer to attend a Town Council Meeting, October 13th would work. This would require me to travel a couple days. Just let me know what you request. Thanks for your time and I do check emails daily.

Brad Bays

BRECKENRIDGE CARRIAGE COMPANY LLC

To the Town Council and whom it may concern, Shaun Dillon, Linda Dillon, and Everett DeLong are purchasing the carriage company in Breckenridge from Brad Bays to be renamed "Breckenridge Carriage Company LLC". First and foremost, we would like to detail our business plan for your assurance that we will conduct our business goals parallel to the wants/needs of the Town Council, Equestrian Center, and any potential stakeholders.

MISSION:

To provide a tourist service to the town of Breckenridge so travelers and locals alike will benefit from a highly polished carriage business that adds value and beauty to the iconic town of Breckenridge and provides a symbiotic relationship in which all parties involved will benefit.

PRIORITIES:

Our first priority is the well-being of our horses which are the backbone of our carriage business. These horses are not only thought of as business assets, but are the very reason our business is in operation. We are purchasing this business with three horses. Not one horse will be over-utilized. Within our first few months of operation we will make every attempt to acquire a fourth horse to ensure no horse is in ANY danger of being overworked. We will give the utmost care to our horses and have designed a new business plan for the purpose of keeping the horses' workload to a minimum.

Upon close, we will have acquired "Maynard", the white Percheron draft horse that has worked the Breckenridge Carriage since its existence. We intend to retire Maynard by establishing a retirement fund for him and putting him on pasture as soon as reasonably possible.

Carriage presentation and horse cleanliness are paramount to our business. We will hold ourselves to the highest standards of public respect and conduct.

BUSINESS RELEVANCE:

Everett, a partner, worked for Breckenridge Stables as their work-horse within the last year. He will be the day-to-day expert for business operations. Shaun, a partner, is a Journeyman Lineman in Colorado Springs for the last 16 years and has a heart for this business and is incredibly driven in all he pursues. Linda, his wife and business partner, has worked in law enforcement. She until now, managed the front office of a Christian family practice. She quit her job for the purpose of relocating to this town and has put it all on the line for this business. We are people of integrity and wish to start this business and establish the best relationship possible with the Town of Breckenridge, Equestrian Center, and any other relevant parties.

We have tremendous respect for Brad Bays and his current carriage business, but will utilize different methods of operation commencing our first day of ownership. Upon purchase, we commit to restructuring to fit the needs of the horses, the business, and the patrons. Not only will we adopt industry best practices but we will set the bar for doing so.

As new business owners, we appreciate the input from our new friends on the town council. Let's work together to add value to our town.

OPERATING PRINCIPLES:

- 1: Humane treatment of horses.
- 2: Horses will be clean and presentable for duty
- 3: Carriage will be well maintained and decorated for holidays
- 4: Employees will maintain professional appearance at all times
- 5: Employees will not be resting in carriage during operating hours
- 6: Employees are expected to proactively interact with the public and any potential patrons
- 7: Employees will avoid excessive use of cell phones
- 8: Company will remain in good standing with Equestrian Center, Town of Breckenridge and Welcome Center
- 9: Horses will have regular vet and farrier visits/check-ups
- 10: Guarantee reliable street presence with consistent hours of operation
- 11: Business structured to minimize horses' miles/workload by offering peripheral revenue such as sale of horse treats and pictures
- 12: Anticipate year round operation, including holidays, weekends, and special occasions

All facets of business operation will be considered best practices. Any future practices which supersede existing business blueprint are not only welcome but will be adopted.

Input from Town Council/Equestrian Center/Welcome Center is appreciated.

We recognize this to be a once in a lifetime opportunity made possible by the relationship forged between Breckenridge Carriage Co and the Town of Breckenridge; furthermore, the relationship between our carriage business and Brad Bays is paramount to ensure heightened success and future progress. Let's team up and Get this done. Breckenridge deserves the best carriage company, we provide it! Please respond to us ASAP as we need to know that we can move forward with this business. We have already invested time, money, and are bound to a housing lease. Until yesterday we were under the impression we were going to assume operation Oct 1 but found the permit to operate may be in jeopardy. Brads carriage, when he was operating it daily, was one of the highlighted businesses to watch in town! Lets bring it back, please give us a chance.

Sincerely,

Shaun & Linda Dillon, Everett DeLong (Breckenridge Carriage Co LLC)

Gary W. Feigenbutz
3008 Oakville Woods Ct.
St. Louis, Missouri 63129
314-541-1942
garyfeigen@aol.com

September 5, 2015

Members of GoBreck - Breckenridge Tourism Office

Richard Sosville, Chairman
Rob Neyland, Vice Chair
Jeff Cospolich, Vice President/General Manager
Ginny Vietti
Dick Carleton
Bruce Horii
Steve Lapinsohn
Phillip Metz

Members of Town Council, Town of Breckenridge:

John Warner, Mayor
Ben Brewer
Mark Burke
Elisabeth Lawrence
Wendy Wolfe
Gary Gallagher
Erin Gilgiello

SUBJECT: Practices at Breckenridge Stables, LLC

RECEIVED
SEP 22 2015

TOWN OF BRECKENRIDGE
PLANNING DEPT.

Quick Summary

Based upon my recent personal experience and review of public information, it is my opinion Breckenridge Stables LLC has a disregard for safety, engages in poor and possibly deceptive business practices and perhaps engages in mistreatment of the very animals that provide the basis for the business. My purpose in contacting you, an important member of the community and/or management of the Town of Breckenridge, is to bring this to your attention so that you can hopefully use any influence to cause this business to alter its practices. Failing that, I would encourage you to consider whether to extend the necessary business permits, licenses, etc. for this business to continue to operate in the Town of Breckenridge. Why communicate with you rather than attempt to resolve it with the owner? Given the pathetic response from the owner and his employees in this instance and the clear pattern of “stiff-arm” type reactions in the past, I think this may get his attention in a more meaningful manner.

Outline

The document below is organized as follows:

- Personal Introduction
- Summary of Online Comments
- Description of our personal experience
- Conclusion

Personal Introduction

My name is Gary W. Feigenbutz. My wife and I currently reside in St. Louis County, Missouri. We have been married 40 years. We have 4 children ranging from age 25 to 36 and 4 grandchildren, all of which were with us on our recent visit to Breckenridge. We have a connection to Breckenridge as we previously owned a 4 B/R Townhouse on Four O’Clock Road and still visit from time to time. It is truly a special place and we want it to always be a special place. The latter part of my business career, I was President & COO, a director and a shareholder of

the largest manufacturer of commercial play equipment in the world. These playground products will be found worldwide in parks, schools and restaurants and most likely found in the Town of Breckenridge today. From my beginnings as a CPA and ultimately in executive management positions, I have a great appreciation for the business community. I have encountered many small business operators and entrepreneurs during the course of my career and have a lot of respect for their drive, dedication and what they inject into our lives, economy and communities. I have never had any connection in the areas of animal rights, abuse, etc. My wife and I do not even own a pet. I have never personally sued any person or entity nor ever made a formal complaint such as this. I guess the key points from this introduction:






- I am pro-business and have no history of attacking a business
- I have no history or agenda in the area of animal rights or abuse
- I know bad business practices when I see them
- I have a sensitivity and awareness in the area of safety

SUMMARY OF ONLINE COMMENTS

After a recent terrible experience at Breckenridge Stables, I started to do a search of reviews on TripAdvisor, Yelp and Google. Naturally, we are all aware that some comments need to be taken with a grain of salt. There may be personal motives involved. Some comments may be inaccurate. Some may be vindictive. People are more likely to make negative complaints than positive ones. For those of us that have made careers in business, there are just some people that you just can't satisfy, no matter what. On the other hand, when you start seeing repetitive complaints across a number of different people over different periods of time, a picture starts to emerge about the way a business conducts itself.

My first stop was Trip Advisor. At first glance, a 3.5 out of a score of 5 doesn't look terrible and probably good enough for most people not to have a lot of concern about a trail ride, particularly when it is the only one in town.

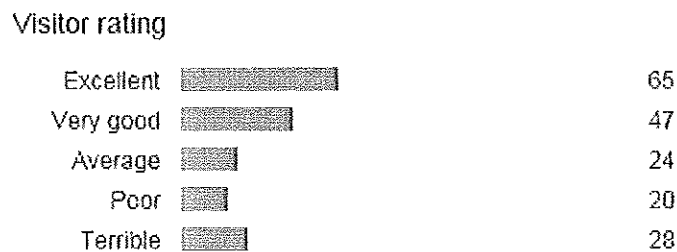
Breckenridge Stables

     184 Reviews #22 of 42 Outdoor Activities in Breckenridge

Horseback Riding Tours, Outdoor Activities

However, when I first looked at the distribution of the comments, something looked a little odd. While the large majority of reviewers had a very good or excellent experience, 25% had poor or terrible and 15.2 % rated their experience as terrible or about 1 in 7 comments. For most people to give a terrible review, they are clearly upset about something. Below is a distribution of those reviews;

TripAdvisor Reviewer Highlights



I then decided to check into the poor/terrible ones to see what was going on. Below I have copied some of them. The vast majority of reviews are from Trip Advisor and a few are from Yelp or Google. Of particular concern, are the comments regarding safety, accidents, deceptive Groupon practices, lack of customer service, poor customer relations and even former employees citing lack of training and lack of care to the animals. I have copied some of them on the following pages (a couple of them from former employees were very lengthy and I copied just a portion).



jplank2014
Denver, Colorado

"DO NOT RIDE HORSES HERE!"

@XXXXXX Reviewed August 1, 2014

We had family in town, went to Breck and chose to do a trail ride. 3 MINUTES into the trail ride my niece's horse went backwards, backed up against my daughters horse reared his head back and smacked my daughter in the face, giving her a black eye. Needless to say she and I turned around went 100 feet back to the barn and didn't ride.

The staff was not prepared for the emergency, no ice, no help.

I asked for my money back, since we have been on the horses for 3 minutes - the girls told me to call Brad the owner that she was not authorized to give me a refund.

After MONTHS of back and forth with Brad being unresponsive, he finally refunded us only \$65 for my daughter and was very snippy in all of his responses, it took me 3 months just to get that check from him and countless emails from me to him.

They are unprofessional and their staff is not trained properly, they put everyone on horses with no direction.

DO NOT GIVE HIM YOUR BUSINESS!!!!

Visited June 2014

Less ▲

Was this review helpful? Yes No 2

Report

Ask jplank2014 about Breckenridge Stables



RMay2012
Colorado

"DO NOT EVEN TRY THIS COMPANY, FALSE ADVERTISING AND STEALING!"

@XXXXXX Reviewed June 3, 2014

I made my reservation a month ago for the dinner trail ride. This was a birthday gift for my sister(who is from out of town). We had our whole day planned to show her around Breck and end out day with a fun horse back ride. The company calls the day before(when they require there guests to cancel 48 hrs ahead) to cancel there dinner. They say there are not enough people to do the dinner ride. Why do you offer that then?? and why is this my problem I still payed for a service? dont you try and keep business? anyways the company will not refund money, will not switch to a different ride, will not do anything to help. Brad is the owner and not even man enough to call and make this right. I have called and left messages all day and no one returns my call now I am out \$100 out of a trail ride and the gift that I said I had planned just got taken back. Brad, this was a very poor business decision.

Visited June 2014

Less ▲

Was this review helpful? Yes No 22

Report

Ask RMay2012 about Breckenridge Stables

This review is the exclusive opinion of the Tripkick user and not of Tripkick, Inc. LLC



Eshel
Nashville, Tennessee

"Scam of sleigh rides! BEWARE!"

ⓄⓄⓄⓄⓄ Reviewed March 16, 2014

We reserved our sleigh ride for a 7 pm twilight time. Noon of the day of the departure I received a call that we must move it to 5 pm because other groups had canceled there 7pm time. When pushed, Breckenridge Stables just said that just the way it is. Also, their ad on Groupon communicated a flank steak and chicken marsala dinner with cheesecake. Much to our surprise it was pot roast and baked chicken with Sam's Club style cookies. Don't be scammed like we were!

Visited March 2014

Less ▲

Was this review helpful? Yes No 11

Report

Ask Eshel about Breckenridge Stables

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC



Michel F
Glenwood Springs, Colorado

"Horrible customer service"

ⓄⓄⓄⓄⓄ Reviewed January 13, 2014

We couldn't make our reservation for the sleigh ride due to road closures and they told us that wasn't their problem and still charged our credit card. We were stuck on I-70 in bad weather and they refused to consider our circumstances and allow us to reschedule instead they charged our card for the full amount even though it was beyond our control. Bad business practices.

Visited January 2014

Less ▲

Was this review helpful? Yes No 8

Report

Ask Michel F about Breckenridge Stables

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC



Debbie C
Centennial, Colorado

"Horrible experience and terrible lack of customer service at Breck Stables!"

⊙○○○○○ Reviewed January 11, 2014

We had a terrible time with Breckenridge Stables! Save your money and don't buy the groupons! They were incredibly inflexible about their weather policies and would not offer to reschedule due to all day winter storm weather and dangerous driving conditions. So, in spite of our better judgement and not wanting to be charged FULL price (not justgroupon price) on a cancellation, we drove to the stables and barely made it on time. Indeed, it was terribly cold so they only went out for about a 10 minutes sleigh ride and had about 45 minutes at dinner. What a total rip off and waste of our time and safety! If you are going to be that inflexible with your policies, then you had better deliver on your end of the time agreement. As a Colorado native I will make sure to warn all of my friends and family never to go there again! I will try the Frisco sleigh rides next time. The customer service was terrible and Anna at Breckenridge Stables was the worst to deal with.

Visited January 2014

Less ▲

Was this review helpful? 3

Report



popcornblah
orlando

"Uncaring, rude, tourist trap!"

⊙○○○○○ Reviewed July 9, 2013

Expected a great time, but met with disappointment! A group of us arrived due to advertising on Groupon. Well, our Groupon had expired. That's ok, that's not my problem with this place. After all, that's our fault. What I do have a problem with is the smile and delight they had on their face gleefully informing us it was expired. When I asked nicely if we could have any discount at all because after all Groupon had brought them a lot of business (7 of us total @ \$65.00 each!) They had literally this robotic answer about they can't bend rules but that we could attempt a discount at an email address. Ok, fine, not that nice, but ok. Then when we were signing waivers and such, my brother realized he had mis-counted and we did not have 8 people, but only 7. We said "Oh, oops, we miscounted, we only have 7" now, can you believe this? Again, the fake robotic answer while staring off into space that "They cannot bend the rules and we could attempt a refund at an email address."!!! Then gleefully stated that, "The card will be charged for all 8 people no matter what"! Pretty nice customer service, huh? Now, I could understand if this was a small operation and there was 8 horses all saddled up just for us and that took a lot of time, but this was not the case! If you come to this place you will see they are big with tons of horses and tons of tourists all willing to pay a pretty penny to ride. Another example of being disrespectful to tourists because they will never see them again! Do they not realize what a bad taste this left in our mouth and completely ruined our ride? Also, why would we be inclined to tip our poor wrangler despite how nice she was? Like I said earlier, I live in Orlando...I get the tourist thing...yes, we can be irritating. However, good customer service, tourists or not, would benefit your business ten fold!! Go to Copper for a horse back ride...not here!

Visited July 2013



Rhl1611

"Mistreating animals"

⊙○○○○○ Reviewed June 15, 2013 via mobile

Took a ride at breckenridge stables today and was very disappointed in my experience. Being at high altitude, it is very dry and hot. The horses were given no shade all day long and did not have access to water. Multiple horses had open wounds and sores and the employees seemed oblivious to these problems. As an animal lover this is dry disappointing. I felt bad riding the horse because I could tell it was so tired and overheated.

Visited June 2013

Less ▲

Was this review helpful? 9

Report

See all 6 reviews by Rhl1611 for Breckenridge
Ask Rhl1611 about Breckenridge Stables

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC



Vtravel28
Leavenworth, Kansas,
United States

"Do not use this company"

⊙○○○○○ Reviewed January 17, 2013

I would give them 0 stars. We had to leave two days early due to sickness. I sent them an email the night before to cancel and called that morning. They are still charging me \$210 for nothing. I have never written a review in my life, but I had to on this. They would not even give me a discount. They told me to email the owner, Brad, I asked to speak with him, but they wouldn't let me. I even asked to speak with him over the phone in my email to him and he still wont call. It is completely unethical to take so much money for nothing. I understand cancellation policies, but i know their cheap dinner doesnt cost that much. We could have at least got a discount, especially since I did give them a days notice. Please take your money somewhere else!!!!

Visited January 2013

Less ▲

Was this review helpful? 2

Report

Ask Vtravel28 about Breckenridge Stables

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC



Carrie L
Golden, Colorado

"very sad and not impressed"

⊙○○○○○ Reviewed August 16, 2012

The horses were not groomed. it rained the day before and they had mud caked on their backs - under the wet the blankets and tack
I had to let the guide know that some of the horses leads were dragging and the horses were walking on them. thought he should have paid more attention to that.
a gal in front of us was falling off her horse, the saddle was leaning to the far left - he checked the synch but didn't correct her problem until I mentioned it.
they had kids in the front of the pack on horses that wouldn't move. we stopped every few min waiting for them to get the horse going. after the 3rd stop the guide should have put a rope to the horse and guided it. if we were not stopping for them, the guide was stopping for no reason, chatting or checking his own saddle. Without stops that ride would have been an easy 45 min to 1 hour. (was an 1.5 hour ride on the nose.
They put 2 horses in line that kept biting and kicking each other. I was behind them and although I knew to keep my horse a good distance, we still were in the middle of several arguments between the horses. very unprofessional.
on the groupon it says - weather permitting.. it's not. they are in this for the money. they will take the horses out during the pouring rain. I felt bad for all the horses there. Tempted to tell PITA. Very sad.

Just not impressed. Estes park rides were much more professional and enjoyed those rides. Try them if you want a good ride.

Visited August 2012



Kerryjmilller
Leawood, Kansas

"DO NOT go to Breck Stables"

⊙○○○○○ Reviewed July 14, 2011

Our car incurred \$700 damage on the dirt road to Breck Stables. My husband didn't ride because we had our car towed to Denver for repairs. They refused to refund his \$60 ride fee. DO NOT support a business that doesn't warn of hazard.

Visited June 2011

Was this review helpful? Yes No 8

[Report](#)

[Ask Kerryjmilller about Breckenridge Stables](#)

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC



JillKnows
Breckenridge, Colorado

"Choose another stable!"

⊙○○○○ Reviewed June 30, 2011

Whenever we travel to a destination we enjoy taking a horseback ride through the area. We have done this several times in Georgia and in Arizona and had wonderful experiences. So when we arrived in Breckenridge, this was on our list of things to do. While I had looked up other stables, I fell victim to convenience and opted to go to Breckenridge Stables. We had two guides -- double what we've had on other rides and even so, neither one was able to offer any insights about the area other than pointing out two mountains. It was a quiet hour and a half with my family and two other folks, plus the guides. AWKWARD and no fun. The staff was very young -- of the two guides we had I think the lead was probably 17 or so and the second guide maybe 13 if that.

One other thing that I really didn't care for is that the horses and tack seemed dirty. Granted, the area was very dusty because of the lack of rain but still. . . And when arrived, they had horses all saddled in the corral which is weird. (I mean every horse they had was already saddled and walking around in the corral not just the horses that we were going on.) At every other stable, the horse was pulled for us and then saddled and the adjusted the stirrups for us -- that was not the case here. Then when we returned, the horses were returned to the corral -- with saddles still in place. To me, that indicated that the owner (who was not on site) does not seem to care about the animals.

In hindsight I should have opted to drive out of town and go to a stable with better reviews. Hopefully you won't make the same mistake. This ended up being as expensive as any other excursion we did on our vacation - the difference was that I felt terrible about throwing away our money and time on it.

Visited June 2011



mark m
Denver, Colorado

"Horseback Riding"

⊙⊙○○○ Reviewed August 2, 2013

I can't say enough good things about our guides. The problem was that they were asked to do too much. We had very young riders who need a lot of help and they were spread too thin. Several times someone needed help and the guides couldn't get to them or were busy trying to help someone else.

As we were finishing up we crossed a group starting their ride. I heard their guide tell our guide she had just been thrown off of a horse. She said she felt like throwing up. When asked why she was still taking the tour she said her supervisor made her.

Overall, this feels like a poorly run tour. Money over safety or employee wellbeing. If you are an experienced rider you're probably ok. Otherwise, look for another venue.



Visited July 2013



Cora M.
Hopkinton, MA

1 friend

2 reviews



8/24/2015

Steep ascents and descents on very rocky, dusty paths kept us tense and unable to settle into the ride. As horse lovers with good riding experience, I was concerned that these horses' joints were being damaged for our recreational pleasure. Are there no other trails that are available that are not as punishing? One horse in our group was clearly having a very hard time struggling up the mountain. My husband wanted to get off and walk to avoid punishing the horse. We also noticed several of the horses' hooves were cracked and untreated in the dry Breckinridge environment. Just made us feel sad.

Don't think that your horse will be matched to your riding ability, they simply walk nose to tail the entire time with no response to any signals from the rider. The Wrangler told us not to move from our assigned place in line so we rode in silence for the entire time. Not my idea of an outdoor experience. Won't be back.

Was this review ...?



Beth B.
Castle Rock, CO

0 friends

2 reviews



6/11/2015

Ridiculous cancellation policy. Even though the weather forecasts is 100% chance of thunderstorms at the time of our ride, the owner wants to charge me the full amount of the ride I reserved.

What kind of business ethics are these? Rider safety is apparently not high on their list! Lightning is a serious danger, especially in the mountains!

Can hardly recommend this business to others.

Was this review ...?



Useful 1



Funny



Cool



Jody P.
 Dana Point, CA
 0 friends
 9 reviews

7/5/2015

On our ride, which had over 20 horses, a woman and small child were thrown from the horse when it and several other horses spooked from a standing position. It appeared 911 was never called; it seemed like they cared more about the horses than the woman and child on the ground. Although the stables have helmets, they were never verbally offered or recommended. No one on our ride had a helmet. The 7 year old girl in front of me had a horse that kept detouring thru trees. She got pretty scratched up. Those of us in the back of the line could not hear any instructions at all. I would not recommend young children ride with adults, without helmets, or alone without a very experienced rider nearby.

Was this review ...?



Matt T.
 Kennesaw, GA
 0 friends
 1 review

12/31/2014

The is the worst run business ever. The sleigh ride was decent but other than that, this was a horrible experience. We scheduled to use their shuttle service and they were 45 minutes late. They didn't call to notify us. We had to call when no one showed up at our scheduled time. Apparently, the normal shuttle driver couldn't be found. He was literally missing so someone else had to drive. When we got picked up, the driver was promising all types of comps for the inconvenience. When we got to the stables and mentioned this to the manager, she simply said no. When it was time to leave, all of the staff had left! There was no one to drive our group back!!! Are you kidding?! We were abandoned at the stables!!! Our group, the caterers, and the musician split up to scour the grounds for an hour trying to find anyone still working. There was one person working in the stables. He had to literally break into the managers office to get the shuttle keys and drive us back. So obviously, they forgot about us or the keys wouldn't be locked up.

You would think that all of this would warrant at least a refund for the shuttle service right? WRONG! I contacted the owner of the stables to tell him about my horrible experience, and what does he do? Says no to any refund because "there are costs involved with each pickup," and to top it off, HE BLAMES ME FOR NOT LOOKING HARD ENOUGH TO FIND SOMEONE TO DRIVE OUR GROUP BACK!!! Really?!?! WTF!!!

I'm still in shock at how horribly we were treated. Stay away! Stay far away unless you want to have to walk around in -6 degree weather to find someone to help.



Denise S.
Vista, San Diego, CA

23 friends
2 reviews

8/8/2013

I was given a Groupon for a dinner ride for two as a gift. When I went to make the reservation, I was told it was only good Monday through Friday. It does not state that anywhere on the voucher. I am not able to go during those days. Of course, I now have to either let this voucher expire or give it back to the person who gave it to me and see if she can get a refund. I think this is a very unfair and ridiculous business practice. I will not try to go back and I will not recommend this stable to anyone. There are many other great horse outfitters, and at a better price.

Was this review ...?

Useful 7 Funny Cool



Nicole S.
Aurora, CO

0 friends
2 reviews

12/29/2014

DO NOT USE THIS COMPANY!!!!!!!!!!!!!! I had booked a sleigh ride for the day after Christmas and needed to cancel because we were snowed in . I understood that I would still be charged because I fell short of the cancellation time. My contract was for 91.00 which was the groupon rate that they promised to charge me in the corresponding emails. The next day I was charged 190.75, not the agreed amount. I called and spoke to a woman named Judy who "couldn't " help me and guaranteed that if I emailed the owner Brad he would resolve the issue. Well after he responded to me once I never heard from him again. I waited till Monday and contacted them again. I was told by the girl who answered the phone in the morning that Brad would be in at 1:30pm. Once again no return call. I then called back at 2:15, Judy then lies to me and tells me Brad is there however he is on the other line. When I expressed that I wouldn't be patient any longer a man named Jeff gets on the phone and tells me that Brad is not even there and he is out on an emergency. It has been 4 days and I still have not gotten a response other than lies from them. I am still out \$100 that was charged without my consent. I run a business and would NEVER treat a customer this way !!!!!!!!!!!!! Completely unprofessional.



Ashley R.
Breckenridge, CO
0 friends
2 reviews

9/20/2010

The Owner of Breckenridge Stables, Mr. Brad Bays has little to no horse sense and doesn't care a thing for the hard working animals he exploits. Except of course the money that they make for him. He will force his employees to continually saddle and work horses with severe, open saddle sores, barb-wire wounds (from his cheap and lazy fencing) and even bad limps. These animals receive ZERO medical attention. I have witnessed this first hand having lost my job there after refusing to saddle a seriously lame horse. In the short period of time that I have worked for the company no less than ten horses have died. The horses have no shelter or protection from the wind or rain all summer and they work day-in and day-out with out break. The only animals that are well cared for are the show cattle, a hobby of Brad's wife, and the miniature horses, pets for his daughter. Please do not support this cruelty



tiffani w.
Breckenridge, CO
0 friends
1 review

9/16/2010

The Breckenridge Stables located in Breckenridge, Colorado, are open pens with no shelter available to any of the horses from the elements (i.e., wind, cold or sun) during their entire stay (i.e., five months - Spring to Fall) they are housed one mile up on Peak 9. NOTE: The "Show" cattle that are housed there are treated better and entirely different (i.e. proper feeding and veterinary care) then the "Working" horses.

The majority of the horses listed below are owned by the Breckenridge Stables, Mr. Brad Bayes. A few of the horses are owned by another Company, Sombbrero. During the horses five month stay at these temporary facilities, the horses receive NO medical attention for any of their injuries. As you read the below information, you will see that these are inhumane conditions for any animals and should be addressed.

Fancy:

A horrible saddle sore developed on her withers. The Staff were forced to saddle her daily at the instruction of the Owner. The Owner knew the condition of the sore had worsened. He insisted that it would get better citing the pressure of the saddle would help the sore. However, blood, serum, and puss started to ooze from the sore. One day when the horse was being un-tacked, the pad was removed, and puss and blood started pouring out of the sore, down her back. The actual sore itself had formed a volcano-like, mound of a sore that caused puss and blood to ooze when she would take a breath. As of today, she has received no medical attention.

Maggie:

A mule who has open girth sores that bleed. She was forced to work and be saddled daily even with the sores constantly opening up and bleeding from the daily saddling. When brought to the Owner's attention, he said and I quote. "She has to work, or be sold." To date, she has received



Leslie Gustafson

a year ago

★☆☆☆☆ The views were lovely and the guides were nice enough, but the horses are not well cared for. It is a nose to tail ride the whole way. Not too exciting for anyone who actually enjoys riding a horse. The poor horses were dirty with very matted tails and manes. The ponies who were on site looked even worse. I cannot imagine the last time they were actually groomed. One horse in the pen was really under weight. The horses are in open pens and have no shelter available. It is fall, but it has been raining a lot and the whole place is a mud/poop pit. I have been here before (a couple years ago) and the horses looked awful then as well. This is not acceptable; especially for the amount of money this place makes. There are so many other lovely stables in the region; go somewhere else.

4.1 ★★★★★ 11 reviews

Sort by: Most help



4 years ago

★☆☆☆☆ The Breckenridge Stables located in Breckenridge, Colorado, are open pens with no shelter available to any of the horses from the elements (i.e., wind, cold or sun) during their entire stay they are housed one mile up on Peak 9.

NOTE: The "Show" cattle that are housed there are treated better and entirely different (i.e. proper feeding and veterinary care) then the "Working" horses.

The horses listed below are owned by the Breckenridge Stables, Mr. Brad Bayes. During the horses five month stay at these temporary facilities, the horses receive NO medical attention for any of their injuries. As you read the below information, you will see that these are inhumane conditions for any animals and should be addressed.

Fancy: A horrible saddle sore developed on her withers. The Staff were forced to saddle her daily at the instruction of the Owner. The Owner knew the condition of the sore had worsened. He insisted that it would get better citing the pressure of the saddle would help the sore. However, blood, serum, and puss started to ooze from the sore. One day when the horse was being un-tacked, the pad was removed, and puss and blood started pouring out of the sore, down her back. The actual sore itself had formed a volcano-like, mound of a sore that caused puss and blood to ooze when she would take a breath. As of today, she has received no medical attention.

Maggie: A mule who has open girth sores that bleed. She was forced to work and be saddled daily even with the sores constantly opening up and bleeding from the daily saddling. When brought to the



Gary Feigenbutz

in the last week - Edit

★ ★ ★ ★ This place is UNSAFE and has TERRIBLE CUSTOMER SERVICE - DO NOT RISK YOUR LIFE

On a recent leisurely trail ride with family members including a 4 1/2 year old, my saddle slipped completely sideways with no warning I fell off the horse. The horse bolted down the steep grade with the saddle flapping sideways. Moments later, my son-in-law's (who has never been on a horse) horse turned around to follow the other horse on a gallop completely out of control and somehow came back to the group, was snared by the wrangler. After my son-in-law got off, the horse galloped away. Our options, walk back, no 4 wheeler available and we were not about to get back on a horse. This ordeal consumed about 10-15 minutes. With the 4 1/2 year upset that her grandpa had fallen, her dad having to walk back, witnessing two horses gallop away out of control, the group, the opted to discontinue the ride and head back after roughly 1/3 of the trip. I paid \$450 for this, two riders having to walk back and not so much as an offer of a bottle of water. How about a refund? NO - Can't do this, email the owner. He can't be reached by phone according to policies. Other than a bad contusion from likely a hoof, we were lucky not to be seriously hurt, but this place is a disaster waiting to happen. It is not worth the risk. Be assured if there is a problem, you will receive no resolution. Also, lost my glasses prescriptions during the fall. So I am out over \$1,000. Owner Brad Bays, asked me to give him a mailing address and he would send a partial refund for the ride. Hey Brad, how about a full refund., I'll eat the glasses.

After a 10 minute argument at the office with the response always, we can't do anything, send an email to Brad the owner. They can't call him because that is not the policy. Also, some idiot wrangler who we had no previous contact marched down to us like he was ready to fight us before being sent back by the apparent guy in charge John (with no last name, nobody there knows it apparently). The response has basically been that happens sometimes in horse riding. IF YOU DON'T FASTEN THE SADDLE properly, I guarantee this will happen.

The last comment, of course, is my own. It seems to me that far too many people are leaving angry and frustrated. I tried to rationalize how this business could ever get a good or excellent rating. It then occurred to me that had we not had our bad experience, everybody would have had a great time on a leisurely trail ride through the beautiful scenery of Breckenridge. I would have probably posted a review of 4 stars. However, it appears that all too frequently problems do occur and the business responds in inadequate, unfriendly and inappropriate ways.

DESCRIPTION OF OUR PERSONAL EXPERIENCE

The following narrative was accumulated mostly from notes made the evening directly after the incident and subsequent discussions with family members that were on the trail ride. I have taken great care and caution to ensure that this account is truthful and accurate as can be. In addition, we have quite a bit of photography and video that supports what is described herein. I apologize for its length, but I wanted to make sure we documented as much as possible while the details were fresh in our minds. As we weren't told the names of anybody there or didn't recall them, I have given them nick names just so we knew we were talking about the same people in our comments. If you want to speed up the reading, you can skip to the section entitled "Saddle and Rider Fall Off".

RESERVATION & ARRIVAL

On the morning of August 26, 2015, my son made reservations for our family to go horseback riding at 3:00 pm the same afternoon at Breckenridge Stables. This was to be a scenic trail ride lasting about 1 ½ hours. Our group consisted of my son-in-law, my oldest daughter, my granddaughter, my son and his fiancé, my youngest daughter and I. My wife came along to babysit our grandson. We arrived approximately between 2:30 & 2:45 p.m. I checked in at the office, identified our group to the lady behind the window indicating there would be six riders (not including me as didn't have enough cash on me for 7 riders and credit cards weren't accepted). I was given a waiver form to sign and asked to have the other riders sign it. The lady behind the window was a brunette, slender in build, appearing 30'ish. Let's call her "Money Lady." There was a spot on the form for minors where I listed our 4 ½ year old and I passed around the form (attached to a clipboard) for others to sign. The price was \$65 each and totaled \$390. My son said something like "Come on Dad, aren't you riding? You should ride, it will be fun". So I asked my son-in-law if he had any money, and he gave me \$50 and I added \$15. I went back up to the window and told the lady there would be an additional rider, total of 7 and she said OK. I paid the additional \$65. After a few minutes, Money Lady came out of the office, down the steps toward us and asked how old the minor was to which we replied 4 1/2. We asked if that was a problem and she said no, just needed to confirm that she was old enough to ride by herself and needed to put the information on the form.

SAFETY HELMETS

While waiting, we saw a rack filled with helmets and my daughter picked one out and put it on our granddaughter. Someone in our group asked if we needed to put helmets on. I replied that I assume they will tell us that before we get on the horses. However, there was never any mention or reference ever made by anyone about the helmets.

HORSE SELECTION

After a few minutes, another lady, brunette a little stockier, probably mid 30's, gathered us around her. Let's call her Wrangler Lady. She got our attention and gathered us around. I heard her say that with 7 riders (in our group) and 3 pony rides going on at the same time, she was going to need some help. One by one, she asked our riding experience. My son-in-law said zero, I said once, my oldest daughter said once or twice, my youngest daughter said a handful of times, my son's fiancé said she rode as a kid and my son said he had ridden a few times. Wrangler Lady had what appeared to be a torn piece of small paper on which she was jotting down information. She then said she was going to assign each rider to a horse and asked that we each please remember which horse she indicated. My 4 ½ year old granddaughter was on "Buck", youngest daughter on "Bud", my son on "Levi", my oldest daughter on "Gus" and my son's fiancé on "Checkers". Wrangler Lady then asked my son-in-law and I if we would mind riding on the two largest horses they had, Sundance and Cassidy to which we said OK. Once the horses were assigned, Wrangler Lady mentioned that there just a few of rules. We should have all cell phones in the silent position to not spook the horses with a phone ring or text, to secure all loose clothing and stay in the same order. She said she did encourage everyone to take photos along the way, which we did.

SADDLING UP

About this time, a fellow probably in his 50's (later to be identified as John) came up and offered to assist Wrangler Lady with getting riders onto the horses. The horses were already saddled and either in the corral or tied up along a fence post nearby. One by one, Wrangler Lady and/or John led a horse and assisted riders on

to the horses. The extent of the riding instructions from Wrangler Lady to my son's fiancé were "He's a very sweet horse but he is going to want to eat. Pull back and don't let him. He's started biting other horses' butts, pull back and don't let him. One hand on the reins at all times, pull left to go left, right to go right, stay in the order you've been placed in."

My oldest daughter had this comment "Wrangler Lady and John engaged in casual conversation, and I overheard John mention something to Wrangler Lady of having purchased "courage" earlier in the day."

John led Sundance and Cassidy toward me and my son-in-law. I said I'd take Sundance. John asked if I wanted to get on by using the stirrups or using a platform. Given how high off the ground the stirrup was, I said I will take the platform. I proceeded over to a platform that contained 2-3 steps and John led Sundance there. While he held the horse steady, I climbed onto the saddle. Since the stirrups were set several inches higher than my feet, John adjusted the stirrups to a point where I was comfortable and could put some weight on the stirrups if I raised up a little above the saddle. At this time, John indicated to me that Sundance and Cassidy were sisters and in the winter were "Team" horses (later, according to their website, I learned that Sundance and Cassidy were Belgians). As a result, John said the two horses always stick together and where one goes, the other goes. John did nothing else while I was on the horse (like checking the saddle straps). He gave me some quick riding instructions. He said, given the horse was a Team horse, I had to operate with both hands on the reigns rather than one. I needed to pull back to stop, move the reigns right or left to change directions. That was the extent of the instruction. He said that my horse would follow Cassidy anyway. So with me on the saddle, he then led Cassidy over to my son-in-law. I heard John ask him if he wanted to use the platform or stirrups to get on. I told my son-in-law that it would be a lot easier to use the platform but I heard him say something like, I'll give it a try (meaning to get up via the stirrups).

The following part I did not see and did not learn about until the following day when talking to family members. This was witnessed by my son-in-law, my son and his fiancé (who were already mounted) and also my youngest daughter, not yet mounted and holding on to the 4 ½ year old.

When my son-in-law put his foot into the stirrup, the saddle started to slide towards him rotating to the side of the horse. My son says "I saw that entire exchange, and all I heard him (John) say was something along the lines of, "Whoops, that's my

fault." John then re-set the saddle back on top of the horse and tightened the saddle strap after which he assisted my son-in-law on to the horse with no further problem according to my son-in-law. After my son-in-law was on Cassidy, my youngest daughter recalled as she was still standing nearby "As I watched Tom on the horse, I noticed Cassidy turn her head back to Tom a few times as if to nip at his right ankle".

After we were all mounted up, we got into a line with another lead wrangler at the front, let's call him Timid Wrangler. Before we set off, John told the group not to let the horses stop to eat something like grass or pines, otherwise, they would continue eating and would be difficult to move on. With that, John said to the Timid Wrangler, something like, "... try to bring most of them back on their horses...", for a little cowboy trail ride humor.

Timid Wrangler turned around and said something to the group. As I was last and he spoke not loud enough, I couldn't hear much of what he said. As we were about to leave, a photographer introduced himself as the trail ride photographer. We will call him "Photo Dude". With that, our group was led away at a leisurely pace which I was happy about. My granddaughter & "Buck" followed first, with her horse tethered to the Timid Wrangler's horse. She was followed by my youngest daughter & "Bud", my oldest daughter & "Gus", my son's fiancé & "Checkers", my son & "Levi", my son-in-law & "Cassidy" and lastly, me and "Sundance". Photo Dude took a couple of shots on our way out.

THE LEISURELY TRAIL RIDE

We went along for what seemed like 20 minutes or so. Timid Wrangler stopped a couple of times. Much of what he said, I couldn't hear but I did hear him say not to let the horses stop to eat or else they would stay eating just as John said a few minutes earlier. Prior to going down a fairly steep hill, I did hear the Timid Wrangler say we should sit tall and lean back in our saddles.

On a couple of occasions, I saw Cassidy in front of me reach around with neck extended and appeared to be trying take a bite of my son-in-law's left shoe. I jokingly said something to my son-in-law that Cassidy likes his feet and he said that the horse had kept doing that, like the horse was trying to bite him. I also remarked to my son-in-law that his right foot was a couple of inches from reaching the bottom of the stirrup. I said it was probably too late now but that foot should

be flat against the bottom (according to what John had told me when adjusting my stirrups).

SADDLE & RIDER FALL OFF

We went down/up a hill or two, through a small stream and ultimately up a fairly steep, narrow rocky path that had a steep fall off to the left of what appeared to be 30-40 feet. About 2/3 up this slope, with my horse several feet behind Cassidy, the horses moved to the left side of the path and Sundance and I followed, closing the gap between us and Cassidy. Just as we moved a little to the left side of the path, I had the sensation that I was starting to lean off-center of the horse to the right. I tried to shift my weight to the left but that didn't help. I suddenly realized my saddle was starting to slide to the right. At that point, Sundance then started to accelerate up the path and to the left of Cassidy (very near the edge of the steep ravine) while I trying to stay on Sundance and trying to pull pack the reigns to stop the horse while I was continuing to slide right. It then became clear that my saddle and I were in a free fall to my right. As Sundance quickly moved forward to a position nearly even with Cassidy, I reached out and tried to grab on the back end of Cassidy as there wasn't even room to fall between the horses and I thought I could maybe climb onto the back of the horse. As Cassidy was also moving and there wasn't anything to grab hold of, I went sliding down the back end of Cassidy. Seemingly in slow motion, I actually remember seeing Cassidy's tail on my way down and then hit the rocky ground hard. I just lay there for a few seconds, stunned & shaken. Others have said the horse was over me but I just remembered trying to clear the "cobwebs" and trying to slowly get back up. (Much later, I noticed a fairly deep bruise to the inside of my left arm just below my bicep and guessed that it must have been from a hoof while I was in a defensive posture. Given the location of the bruise, I don't think it could have been from the impact of the fall.) As I got to my knees, I looked to see my horse Sundance trotting at a good pace down the path with the saddle completely rotated to the right, making a turn left and disappearing from my view.

This comment from my son's fiancé, "I remember looking back and seeing Gary on the ground crouched down while Sundance was raised up over him. I was afraid Gary was going to be trampled."

My son recalled "I heard, "Woah, woah!" and turned around and saw Dad was sideways on the horse. I turned and looked at the trail guide and shouted to get his

attention. I then looked back to see Dad on the ground, attempting to shield himself, as the horse stood over him. For a moment I feared that the horse would trample him, but then it turned around and trotted away. I looked back at the trail guide and I was confused and surprised at how little he was doing. He seemed to be frozen in indecision. At some point, I remember him pulling out his cell phone and I remember that surprised me as well - we were in the woods and I assumed he would have had a walkie-talkie, something more reliable and immediate for situations such as these in locations such as these. Thank God he happened to have reception.”

ANOTHER HORSE OUT OF CONTROL

After I was slowly getting back to my feet, Cassidy, carrying my son-in-law, suddenly turned around and passed me going down the path at a medium gallop with my son-in-law screaming for help. Out of view, I heard Cassidy neighing loudly two or three times. Here is my son-in-law’s comment – “After Dad fell off and Sundance took off down the path, my horse (Cassidy) turned around and took me down the same path. I kept pulling back the reins but I couldn’t stop it while all the time screaming for help. I was totally helpless in what seemed to be forever but probably just a couple of minutes. I assumed Cassidy was searching for Sundance as she continued going back and forth, even coming close to slipping down a ravine. Then Cassidy turned around and ran back to the rest of our group. As we approached, I told the wrangler I wanted off. He finally grabbed the reins of Cassidy and held her until I got off. A couple of seconds later, Cassidy broke away from him and galloped very fast in a direction back towards to the stable.”

According to my son’s fiancé, “We looked at the trail guide who was completely nonplused. Several members of our group said to him, “Our group-member is yelling. He’s yelling, he needs help, and the horse is running away. The wrangler appeared to be very unnerved, not sure what to do. We had to repeat to him several times what was going on. He took a very long time to dismount and tie up his horse. He then called the office with his cell phone and then headed back towards Gary. Then, Tom (son-in-law) and his horse returned running back towards the group at a relatively fast speed. At this point, the wrangler was dismounted with our 4 1/2 year old group member now at the front of the group, and the other horses started to seem like they might also get spooked. At first, when Tom & his horse returned, the wrangler did not do anything and seemed to still be trying to tie

his own horse up. Tom kept saying *I want to get off; the horse is out of control, I can't get her under control. I'm pulling back and it's not working.* The horse came to the head of the group, stopped, appeared to be calm, and then started to be spooked again, whinnying. At that the point, the wrangler asked Tom if he wanted to get off, Tom said yes! The wrangler helped him off. Suddenly we heard the horse neigh loudly again, turned and saw the wrangler lose control of her and she bolted up a hill into the woods.”

My son recounted “I remember Tom asking multiple times if he should jump off. I don't remember the lead guide ever telling him not to. When the horse broke away from the Timid Wrangler and ran up the hill into the woods, he fell on the ground. He looked around, stunned. I had doubts as a result of prior exchanges, but it was at this point that I was convinced he was inexperienced. After Timid Wrangler got up off the ground and dusted himself off, he slowly walked back and got on his horse. He untied it from the tree and asked if we wanted to continue, just as we heard a few claps of thunder. Katie [oldest daughter] informed him that we didn't want to. After witnessing what just happened coupled with the seeming lack of response from Timid Wrangler, I was legitimately fearful for the safety of Sienna (granddaughter) and wasn't calm again until we finally got back and got her off the horse.

According to my youngest daughter “After tying up his horse as well as Sienna's horse (4 ½ yr old granddaughter) was connected to the Timid Wrangler's horse with a rope, he quietly said, “I'm going to call my manager.” At this time, he remained fixed and standing by the two tied horses, not moving toward the back of the trail line to assess or view the situation. He then called the office with his cell phone and said, “we had a rider fall off Sundance and Cassidy turned around to followed her”. My youngest daughter also said “... with the horses stationary and the Timid Wrangler by the front again — he wasn't making any moves or decisions as to whether or not we should continue. At this time, we heard thunder. A few of us riders looked at each other when the thunder sounded. I was concerned that this would spook the horses even further and the resulting general fear and unease from fall made it unappealing to continue the trail. The trail leader asked if we wanted to continue the ride to which I answered “no.” I looked behind me to confirm with the others that I had made the right decision, and everyone was comfortable with ending the trail. Timid Wrangler untied the horses from the tree and we were headed back to the stables.”

SHAKEN UP, NOT APPARENTLY NOT SERIOUSLY HURT

After the fall, I was definitely shaken up. I felt a bit banged up but nothing felt like it was broken. I didn't feel any sharp pains or see any signs of blood and I was able to start moving around. A few minutes later, after my son-in-law finally reappeared and was able to get off his horse, Timid Wrangler asked me if I was OK and whether we wanted someone to bring horses back to pick us up and/or continue the ride. Needless to say, I wasn't going to get on another horse (and never will the rest of my life) and said I would walk back. I then realized my prescription glasses were missing and started looking around for them. My son-in-law started to help me look also. We looked for a few minutes with no luck.

TRAIL SAFETY ISSUES NOTED

As we were looking around for my glasses, I pointed out to my son-in-law various baseball to grapefruit sized loose stones strewn along the trail (these are on photos/videos) and remarked I was lucky not to have landed on one of these. I looked down the steep slope on the left side and remarked that I was fortunate the saddle slipped off to the horse's right, otherwise I would have been rolling down the ravine and really hurt bad. Then as we walked a few feet further, I pointed out to my son-in-law directly on the outer edge of the path not too far from where I fell was a stump about 3 inches in diameter about 15 inches high with its top cut sharply at a 45 degree angle. If anyone fell from a horse on that stump they would be impaled. It's incomprehensible that you could have such a dangerous item on the edge of a trail ride. Anyone with any common sense would have cut it flush to the ground to start with. Anyone inspecting the trail ride for safety would have taken care of it. These are small illustrations of a total lack of concern or thought for basic safety.

WALK BACK TO THE STABLES

With the group still stationery, I told them I was heading back and told them to continue the ride if they wanted and I would meet up with them back at the stable. (in hindsight, I should have had all of the other saddles checked and ordered the group to return, but I was still shaken and not thinking at my best). My son-in-law

said he would walk back with me but wanted to go back up to the front and make sure my granddaughter (his 4 ½ year old daughter) was OK. I started walking back along the path towards the stable. Along the way, I found a heavy thick wool type cover blanket (fairly rigid and more or less in the shape of the top of the horse), then a soft blanket and then a small shaped leather piece with a metal clip attached to it. I picked them up to take back to the stable as I thought they would need these. After walking awhile, my son-in-law caught up with me and we continued the walk.

WRANGLER LADY COMES TO MEET US

Perhaps a couple of hundred yards or so from the dismount area, the Wrangler Lady approached us, asked if we were OK and seemed genuinely alarmed and concerned. She made the comment that when she got the call, she tried to find a four wheeler but none were available. So she said she started to run to meet us. (the following comments are after-thoughts - she must have been a real slow runner and if she wanted to get to us fast, wouldn't she just jump on a horse with a first aid kit? Or perhaps she has never ridden a horse before? Do they even have a first aid kit? Makes you wonder). Not too far before getting back to the "dismount" platform, the group caught up to us and passed us. .

When the group arrived at the dismount platform, my youngest daughter recounts "We pulled up to a dismounting platform and the Wrangler Lady helped us dismount. Timid Wrangler rode off with his horse into the stable. She tried to lighten the mood and asked the rest of us if we had OK rides, a question we didn't answer at which time she told Sienna [granddaughter] she did a good job."

"PUFFER FISH" EXPLANATION FOR SADDLE FALLING OFF

Along the way, Lady Wrangler kept asking if there was something she could do and then offered to carry the horse items I was carrying. When I handed her the small leather piece I found, I said I assumed this fell off the saddle to which she replied, "I wouldn't be surprised". I then asked her, "How does a saddle fall off a horse?" Her reply was "It's kind of like a Puffer Fish, sometimes when you tighten up a saddle the horse puffs out so you can't tighten it". As we approached the office/trailer, I said there is one thing that they could do. They could have somebody go back on the trail where I fell and try to find my glasses. She assured

me that would be done and they would call me if they found them. I also told her that I am going to need a refund and she said I needed to check with the office for that. She went to the dismount platform to assist there and I went on towards the office. Prior to reaching the office, I saw my wife and spoke to her briefly thinking she would be worried but she hadn't made the connection between the riderless horses and our group. I then walked up the steps to the office.

CUSTOMER SERVICE & REFUND POLICY

At the office I started to talk to the Money Lady. Seated to her right was Photo Dude. I asked her if she was aware of what happened and she acted as if she heard something but wasn't sure about the details. She may have apologized but didn't seem as sympathetic as I would have expected under the circumstances. I quickly walked her through the events and said I wanted a full refund. She handed me an email address for brad@breckstables.com and said I needed to contact him by email for any discounts or refunds, which I could not understand. She continued to say she couldn't give out any refunds. At one point, I said something like "sure you can, I just gave you \$450 about 45 minutes ago that you still have. Just give it back." She once again said they weren't authorized to do that and I said I wanted to talk to the supervisor and she said he wasn't there. I said, "get him on the phone" and she said they weren't allowed to do that. I probably used a couple of curse words like "this is horseshit", etc. to which she said, "Sir, please don't curse at me, there is no need to do that". My reply was, "if you take care of the situation properly, there is no need for me to curse." I demanded to speak to somebody else in charge and she came out of the office and walked down towards a trailer. In a minute or so, John came up to the steps of the office where I was standing and he said, "how can I help you?" I asked him if he was aware of what had just happened and he said "not in much detail, fill me in". Once again, I went through the events and his first response was along the lines of 'sometimes in horse riding these things happen'. I told him I wanted my money back to which he reiterated that their policy was to email Brad and he would take care of it. I asked for him to get Brad on the phone and he said that was not in accordance with their policies and that Brad usually checks his email each morning. A lot of other words were exchanged, some getting louder but no one was nearing any physical aggression. I asked that John give me Brad's phone number but he wasn't authorized to give out

that information. John just kept on smiling, politely re-affirming their policies and procedures.

A WRANGLER APPEARS AGGRESSIVE

At some point, I saw a guy to my right walking down towards us from a tent type structure, a sleeveless wrangler that I had not noticed before. Let's call him "Hothead Wrangler". Hothead Wrangler was walking in a fast pace, arms extended and gesturing and exclaiming loudly in an aggressive tone "Don't be pointing in my direction!!" At first, I wasn't even sure that he was talking to us. I said, "who in the hell are you?" My son-in-law told him "Nobody's talking to you" as the guy continues to march towards our direction. My son was nearby and approached us and recounted "I had never seen this guy before but he seemed to have had some sort of stake in this, so I said to him, "Well, next time secure the saddle properly." He responded, "I don't even know you!" Confused, I said, "Exactly, so what's your problem, dude?" Things seemed to be escalating in a bad direction.

At that point, John said very loudly and sternly, "Payne, turn around and get back up there!! Payne, turn around!!" At this point, Payne, did turn around and went back towards the tent. I was dumbfounded. I asked John, "so this is how you guys handle things around here?" Even reflecting afterwards, I can't figure out why this guy interjected himself into the argument. We were having a heated discussion for sure, but nobody was threatened in any way. Neither us nor John. Out nowhere, this guy acted like he was ready to fight somebody. Was he the guy that tied up the loose saddles? Who knows? I am still dumbfounded.

BEATING A DEAD HORSE – TIME TO GO

At one point, I told John I wasn't going anywhere until I got my money back, if I have to sleep here. My son-in-law suggested we call the police but I didn't think it was a police matter. Each time, John politely indicated that we were welcome to do whatever we wanted to do but that wasn't going to change anything. He re-affirmed that they have procedures on this type of thing and at one point said, "My job is more important, I am not going to lose my job". About this point, my wife

looked at me gave me the “wrap it up signal” and pointing to my bawling 4 ½ year old grand-daughter that was crying out hysterically not understanding what was happening. I then decided to get the group headed back to the cars. I told John that they could have gotten out cheap and it is going to get more expensive going forward. He politely said “I understand” and that was it.

After walking back towards the car, I realized I didn't even have the name of “John”, the guy I had just been talking to and saddled me up. I turned back towards the trailer and I saw Wrangler Lady walking nearby and asked her who the guy was and she said John. I asked what his last name was. She walked back up to the office to talk to Money Lady and came back to me and said, nobody knows his last name. I pleaded once again. She finally said in a soft voice he “goes by” Bees, or something like that.

The only person that showed one iota of concern was Wrangler Lady and Timid Wrangler. Timid Wrangler acted like a deer caught in headlights and I almost felt sorry for him as he was red faced and completely out of his element. Money Lady wasn't very nice but I wasn't very nice to her either after her lack of cooperation. John exhibited little or no concern. During my argument with John, I looked at Wrangler Lady a couple of times and she was shaking her head and looking totally embarrassed at the total lack of cooperation and understanding.

FINAL THOUGHTS ON INCIDENT

Yes, there are some inherent risks in this type of activity. I am sure that the waiver I signed has words to that effect. However, there are some minimal expectations and responsibilities on the part of the operator that clearly were not met.

Having ridden just one time previously on a horse and my son-in-law never, neither of us knew anything about riding horses. However, in retrospect, it seems to me that an absolute minimum requirement for someone providing rides on horses would be to make sure the saddle is secure. If not, guess what happens? When the horse was led to me to be mounted, I presumed everything was in working order. What is even more incredulous is that even after my son-in-law's saddle was loose as he attempted to mount, you would think that would have been a clue for John to walk over to my horse to double check my saddle as I had gotten on from the platform. What was he thinking or not thinking? Were they

understaffed? Was John under the influence? Just didn't care? Who knows? A very scary thought is that if my son-in-law had chosen to mount from the platform as I did, both of us would have ridden out with loose saddles and in all probability both would have been thrown from our horses. All other things being equal, my son-in-law likely would have been thrown at a higher speed and potentially causing very serious injury. It was miraculous that no one was seriously injured but doesn't excuse the negligence and the inevitable serious accident in the future if things are addressed.

Then to add insult is the totally callous manner in which we were dealt with in trying to get a refund. The owner's response via email

Gary

Very sorry to here you fell off at the stables. Please send me your mailing address and I will get you a refund for your part of the ride. This rarely happens but it is unfortunately part of riding horses. Glad to here everyone is ok.

Brad - Breck Stables

So basically, he is offering a refund of \$65 for this disaster. Unbelievable!!

In summary, two group members had to walk back (one with contusions), one pair of glasses were lost (I am out of pocket over \$1,000 with the ride and lost glasses) and the rest of the group had a nice trail ride for 20-30 minutes and witnessed a horrifying and chaotic scene that scared them out of their wits. What a nice ride!!! Any half-honest person would clearly conclude that all of is due to the incompetence and/or negligence of the staff. Yet, owner Brad Bays thinks this is worth a \$65 refund, even after I provided a lengthy email with the key points above.

CONCLUSION

Hopefully, something can be done to persuade the owner of this business to operate in a safe, humane and ethical manner for the benefit and safety of its guests, employees and as well as the reputation of the Town of Breckenridge as a family friendly and caring community. Failing that unlikely change of behavior, I would hope that those responsible for providing the legal permits and licensing for

this owner strongly consider their options when granting such permits and licenses in the future.

To be clear, this is no longer a refund issue nor is it a prelude to lawsuit. I don't care if get the money back and I have no intention of wasting my time and money attempting legal action. More importantly, I am truly concerned that some innocent child, adult or family (fortunately it won't be my family) will be changed negatively for life as a result of this business's disregard for safety. For the Town of Breckenridge, I am concerned that visitors will have an unfavorable opinion of the entire town due to one man's unethical practices. For the animals, those with no voice, I hope that someone takes a serious look based upon the repeated reports contained in some of the reviews.

Thank you for your time in reading this.

Gary W. Feigenbutz

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October 5th 2015

Members of GOBreck – Breckenridge Tourism Office

Richard Sosville, Chairman
Rob Neyland, Vice Chair
Jeff Cospolich, Vice President / General Manager
Ginny Vietti
Dick Carleton
Bruce Horii
Steve Lapinsohn
Phillip Metz

Members of Town Council, Town of Breckenridge

John Warner, Mayor
Ben Brewer
Mark Burke
Elisabeth Lawrence
Wendy Wolfe
Gary Gallagher
Erin Gilgiello

Subject: Mr. Feigenbutz's letter on "Practices at Breckenridge Stables, LLC"

I will address Mr. Feigenbutz letter in the same form it was written-

Summary

Mr. Feigenbutz took a trail ride with Breckenridge Stables and has written a letter with many false claims. This letter is intended to respectfully set things straight. It is also intended to inform you how Breckenridge Stables does business. I will also provide all communication between Mr. Feigenbutz and myself. Breckenridge Stables takes pride in its horses and offers safe trail rides for the entire family.

Personal Introduction

My Name is Brad Bays. My wife Jamie and I have been married 6 years. We have 2 children both born in Frisco. We moved to Breckenridge in 2002 from Michigan. My wife has worked for Summit School of Dance teaching ballet, tap, and Jazz. I have been full time self-employed operating the carriage rides, trail rides, and sleigh rides in Breckenridge. Sandy my mother-in-law works at summit count courts and John my father-in-law manages Breckenridge Stables. We are all members of Rocky Mountain Bible Church. I am a 3rd generation public riding stables operator. I also have my real estate license and have bought and sold many properties in Summit County but horses are my true passion.

My family and I love Breckenridge and enjoy skiing, hiking, biking, and fishing. We take pride in our community and love the life we are blessed to live in Breckenridge.

Online Comments

I agree with Mr. Feigenbutz comments that online comments need to be “taken with a grain of salt. There may be personal motives involved. Some comments may be inaccurate. Some may be vindictive. People are more likely to make negative complaints than positive ones. For those of us that have made careers in business, there are just some people that you just can’t satisfy, no matter what.” Breckenridge Stables takes pride in our customer service and has the same policies for every guest.

We offer trail rides, sleigh rides, and carriage rides to thousands of guests a year. The majority of our guests return each year to enjoy horse activities. Every year there are a few guests that come off a horse (due to uncontrollable circumstances) which in turn writes negative reviews stating false claims trying to hurt our business. I even have past employees that were fired written negative reviews trying to hurt us as well. Years ago, I learned a business will be successful if you are honest and true to your guests. A small business wouldn’t be around if guests were not treated with respect. I believe that is why Breckenridge Stables has been so successful and continues to be an industry leader year after year.

Here are some current facts. (I noticed that Me Feigenbutz looked back to 2010 for negative reviews. I will stick with 2015 statistics.)

1. 86% of Groupon users rate Breckenridge Stables “Very Good”
2. Groupon awarded Breckenridge Stables “Best of Groupon” for sales and customer feedback.
3. Breckenridge Stables takes thousands of guests a year and have received –
 - a. TripAdvisor received 6 negative reviews and 37 positive reviews in 2015
 - b. Yelp received 3 negative reviews and 9 positive reviews in 2015
 - c. Google received 3 negative reviews and 2 positive reviews in 2015
 - d. Groupon received 4 negative reviews and 35 positive reviews dating back to March 28th 2015(Also please note - Mr. Feigenbutz wrote the same negative review on every site. Some of these bad reviews are based off of uncontrollable circumstances such as bad weather.)
4. Breckenridge Stables works regularly with Grand Lodge, Grand Timber, Mountain Thunder, River Mountain Lodge, Blue Sky, Beaver Run, Doubletree, Valdoro, Village, Main Street Station, Marriott, and many others providing horse activities for their guests. I guarantee if we did not do a great job they would not send their guests to us.
5. We work with many local charities – Mountain Mentors, DomusPacis Family Respite to name a few.
6. We receive many thank you’s in the mail daily.

Please see attached letter from Mountain Top Children’s Museum

Please see attached Thank You’s from Domus Pacis

Please see attached Letter Received in Mail

Reservations & Arrival

Guests can call us directly or fill out a form online to make reservations. Once we get all pertinent information we send every guest a confirmation email and ask the guest to “Agree” to the cancellation policy. Included in the email is directions, we spell out every detail of the guests reservation, give helpful hints, and anything the guests need to know. All email confirmations are sent out within 24 hours of receiving a reservation. Mr. Feigenbutz went through this process with no issues.

Safety Helmets

Breckenridge Stables does not require the use of helmets but does recommend it. We offer helmets at no charge to anyone that wants to use one. We require every guest to sign off on the statement below to ensure they have been advised of our helmet policy. Only about 10% of our guests choose to use helmets.

“Use of Helmet- If I am engaging in horseback riding activity, Breckenridge Stables has advised me and any Minors riding with me to wear a helmet to help protect myself from the inherent risks of this Equine Activity and that a helmet has been made available for my use. If I or any Minor riding with me fails to wear a helmet, I assume all risk of any resulting injury.”

Mr. Feigenbutz signed after reading this.

Horse Selection

Horse selection and the order you line up the horse is extremely important in the success of any public riding stable. All our horses offered for trail riding are for beginners but we ask how much each guest has ridden so guests with more experience can ride a more responsive horse. We match weight and height to the horses that would work best for each guest. We know all our horses well and each horse takes a specific type of person. Some horses only take children, some large adults, and some only take special needs guests. We also assign horses that all like each other for each group. That way you don't have to worry about the horses fighting with each other. There are only 4 people allowed to assign horses to guests at Breckenridge Stables and it requires a minimum of 5 years of experience with our herd of horses. Before we select horses for guests we go over safety rules and talk to guests about where they are from.

Saddling Up

After each guest is assigned a specific horse a wrangler assists the guest in getting on. We provide specific one on one instruction so everyone understands how to ride the horse. Remember the majority of our guests ride horses once a year at Breckenridge Stables and need a refresher. The wranglers tighten the saddles, adjust stirrups, and show guests how to steer and stop. Mr. Feigenbutz was assigned Sundance who is a Belgium Draft Horse usually used for heavy guests. Sundance has been with us for many years and just follows along in line. Sundance is also used at the winter sleigh rides. We provide mounting platforms to help guests get on and off any horse. Many of our guests can not pull themselves up onto a horse. It also makes it easier on the horse so guests aren't pulling on their withers constantly. Many times when guests pull themselves up onto a saddle the guest shifts the saddle out of place. Our wranglers are there to make sure everything is in the correct position and tightened. John (a manager) put Mr. Feigenbutz onto Sundance and I guarantee it was done correctly. Once all guests are on their horses, we line them up in a specific order and do another cinch check making sure all saddles are tight and everyone is comfortable before they leave.

Mr. Feigenbutz states he noticed a horse named Cassidy “nip at right ankle”. The horses sometimes reach back to get flies off their bellies. All horses are sprayed with fly spray on days flies are bad. Breckenridge Stables has no horses that would bit or kick at people. All our horses are around inexperienced guests all day every day and are the very best.

Jake was the wrangler that took Mr. Feigenbutz's group on the trail ride. Each wrangler takes a maximum of 8 guests at a time to ensure safety. Sometimes we send out 16 guests with 2 wranglers and so on. The wranglers introduce themselves and tell the guests riding rules.

Examples of what Jake would have told the guests are -

1. Keep you horse in the order we put you in
2. Try not to let your horse eat
3. If your legs get sore we can adjust stirrups
4. If saddle feels loose we can tighten the cinch
5. Lean forward going up hills and back going down hills
6. Let me know if anyone has any questions.

Trail Ride

In this section Mr. Feigenbutz again mentions Cassidy reaching at her belly to get flies off. He also states his saddle might not have been adjusted properly. Jake was with Mr. Feigenbutz's group the entire time for those specific reasons. Jake can easily make any adjustments and even does a saddle safety check ½ way through the trail ride. It sounds like Mr. Feigenbutz did not communicate with Jake at all. He was only 7 horses behind Jake. That is not very far and Jake has a loud voice. If for some reason Mr. Feigenbutz had trouble hearing all he had to do was inform Jake and Jake would have gone back and talked directly with Mr. Feigenbutz.

The Accident/Another Horse out of Control

About 30 minutes into the trail ride, Mr. Feigenbutz's saddle started to lean a little to the left (downhill). Mr. Feigenbutz tried to correct it himself. Jake should have been notified and would have taken care of the issue right away. Mr. Feigenbutz saddle was checked when he mounted and a second time when he was lined up for the trail ride. Mr. Feigenbutz fell off Sundance. Sundance is an old draft horse and is used on trial rides daily for beginners. Sundance would never try and hurt anyone. All the wranglers go through a 2 week training process before they can take out trail rides. Also, they must have prior horse experience. All wranglers are CPR/1st Aid certified. If an accident does occur the wranglers follows these steps-

1. Get control of the situation, horse and/or guest, so there isn't another accident.
2. Ask the guest if they are hurt. If guest is hurt we call an ambulance (if requested) or provide transportation back to the stables.
3. Call the stables manager on duty and they come out via jeep or ATV to assist or bring back guests and/or horses.
4. Ask guests if they want to continue the trail ride.

When Mr. Feigenbutz came off his horse the wrangler followed all the steps correctly. He gained control of Sundance, made sure Mr. Feigenbutz was not in need of an ambulance, called a manager (Aaron was on duty, she is a certified EMT), then asked if the rest of the guests wanted to continue. Mr. Feigenbutz stated he was not hurt. Aaron (manager) arrived with an ATV to assist. Mr. Feigenbutz and his son in law Tom wanted to head back to the stables while the rest of the group wanted to continue on the trail ride. Aaron left the ATV on the side of the trail and rode one horse back leading the other and Mr. Feigenbutz and his son in law walked back. They were offered an ATV or to be picked up by a jeep. We have both ATV's and a jeep available at all times in case of emergency. They chose to walk, due to only being about 100 yards from the stables. The statements about horses being out of control and Jake not responding properly are not correct.

Trail Safety

Breckenridge Stables trail system is provided by the USFS. They come out regularly and inspect our operation and trail system. We offer slow, walking only, trail rides on peak 9 and 10 of the 10 mile range. It is a high alpine environment. The entire trail system has ambulance access and has been mapped out. All emergency responders know exactly where to go if there is an emergency.

Walk Back to Stables

Mr. Feigenbutz and his son in law voluntarily walked back to the stables. Jake continued on with the rest of the group. Aaron brought back the 2 horses.

Wrangler Lady

The “wrangler lady” they are referring to was the manager Aaron. Aaron is a local of Breckenridge and has worked for me the last 5 years. Aaron is the one who responded to the accident by ATV. This section also mentions 1st Aid kits. There are 1st Aid Kits available in the office and at 2 locations on the trail. That is one of the many things the Forest Service inspects.

Puffer Fish

I have never heard this explanation before but it is impossible for a saddle to “fall off” a horse. Sometimes saddles slide a little and that is what happened to Mr. Feigenbutz. There is a big difference between a saddle slipping and a saddle falling off.

Customer Service and Refund Policy

Breckenridge Stables prides itself on its customer service. We accommodate thousands of guests yearly and rarely have a complaint. The way I look at it our business is customer service. All small businesses know that if guests aren't happy they will not return. About 80% of our guests are returning guests each year and only 20% are new guests. That speaks volumes for our customer service. Our refund policy is very simply. Anyone requesting a refund needs to email the owner. Once I receive any refund request I look into them within 24 hours. I ask for a mailing address and then mail out a refund. Mr. Feigenbutz harassed my office staff and managers for a while, then took my email address. He emailed asking for cash refund only. I replied that I would refund him but would need his mailing address. I will provide all these emails and explanation later in letter.

Wrangler Appears Aggressive

Breckenridge Stables is a family run business. We accommodate families hourly that range in age from 1 to 90. My wife and I are Christians and uphold those values at our business. There are always kids around and it is a family atmosphere. Mr. Feigenbutz was the only one doing the yelling. My managers were trying to calm him down. Tom, the son in law even stated “you have no idea how mad he gets”, seeming embarrassed by Mr. Feigenbutz. It turns out Mr. Feigenbutz was yelling at my staff so loudly a guest tried to step in and help. Unfortunately the guest made things worse. Mr. Feigenbutz's “hothead wrangler” was not a wrangler just a guest trying to help.

Time to Go

John and Aaron (managers) stayed calm and follow all the correct procedures. They told Mr. Feigenbutz to email for a refund and did not escalate the situation. My staff told me Mr. Feigenbutz was out of control at times and seemed unable to control himself. I have never met Mr. Feigenbutz in person.

Final Thoughts

Breckenridge Stables takes pride in its employees and horses. We are not understaffed and even had 2 managers on duty when this accident occurred. We have a proven track record and years of experience in the horse industry. A lot of Mr. Feigenbutz's claims are false and paint Breckenridge Stables in a false light. Breckenridge Stables has forged great relationships with everyone we work with throughout our community.

Below is one of my communications with Mr. Feigenbutz. The red **1** is the original message, **2** is my reply, and **3** is Mr. Feigenbutz' response. I offered Mr. Feigenbutz a refund for "his part of the ride". Meaning whatever he paid – his part. That I believe was the full amount. Mr. Feigenbutz would not provide his mailing address and demanded cash. Even though 5 of the 7 guests enjoyed their entire 1.5 hour trail ride, I offered a refund in full because Mr. Feigenbutz was so mad.

3Brad - as I mentioned, I either get a full cash refund for the entire group by tomorrow or we have nothing further to discuss.

Gary

Sent from my iPhone

2> On Aug 27, 2015, at 4:36 PM, brad@breckstables.com wrote:

>

> Gary

> Very sorry to here you fell off at the stables. Please send me your mailing address and I will get you a refund for your part of the ride. This rarely happens but it is unfortunately part of riding horses. Glad to here everyone is ok.

> Brad - Breck Stables

>

1> ----- Original Message -----

> Subject: Incident at your stable

> From: Gary <garyfeigen@aol.com>

> Date: Aug 26, 2015 12:22 PM

> To: "brad@breckstables.com" <brad@breckstables.com>

> CC:

>

> Brad,

>

> You may or may not be aware of the incident that occurred yesterday with a group of seven riders, all family members yesterday afternoon.

>

> My son-in-law and I had were mounted on Sundance and Cassidy, sister horses who evidently are team horses during the winter.

> About 30 minutes into our trail ride on an incline, my saddle started to slip and I started to go sideways. I attempted to stop the horse, but my weight was causing me to shift to my right. My horse became spooked, and accelerated

past Cassidy in front and I attempted to grab onto Cassidy's rear end simply to break my fall.

>

> I fell to the ground on the rocky trail from one of the largest hearses in the stable. Fortunately, although having a number of bruises it does appear that I have any serious injuries.

>

> After I fell to the ground, I was nearly trampled by Sundance as it turned around and bolted back down the incline with the saddle rotated fully on its side flapping along the way.

>

> After regaining my bearings, and getting myself to my feet, my son-in-law's horse Cassidy, turned around and bolted in a gallop down the incline evidently trying to find its sister.

>

> My son-in-law, who's never been on a horse before, was doing everything he could do just to hang on and not be thrown off the horse screaming for help all along the way. He made repeated efforts to pull the rains back to stop the horse with no success. At some point the horse turn around and galloped back up on its own to the group. Our wrangler was able to grab on to the reins and get my son off the horse at which time the horse immediately bolted in a full gallop back towards the stables.

>

> At that point I also discovered that my glasses were lost somewhere in the fall. We spent a few minutes trying to find them with no luck. They could've fallen down the ravine or off the trail. It will cost me approximately \$500 to replace these.

>

> As evidently there were no four wheelers available, the only solution from the wrangler was for someone to bring up other horses for our return. Naturally we were not in the mood for any further horse riding and therefore had to walk the trail back to the stable. Our group, which included my 4 1/2-year-old granddaughter of my son-in-law who was very shaken, was asked whether they wanted to continue the trip or return to the stable. After all the commotion and distress, they were in no mood for any more of a trail ride.

>

> Upon visiting the office I fully expected to have some cooperation in refunding the 400+ dollars that I had paid for our group. This seemed to be a very logical and easy thing to do, but according to personnel there they did not have the authority without your approval to refund the money. Naturally I was upset at this and ask them to call you which day again said they were not allowed to do. After 10 to 15 minutes of arguing, and my granddaughter crying in the background, we decided to leave.

>

> Fortunately, we were miraculously not injured seriously. This could have been a real disaster.

>

> As I am leaving first thing Saturday morning from Breckenridge, I fully expect that you will contact the personnel at the stable and authorized them to issue me a full cash refund. I fully expect that this shall occur no later than Friday.

>

> This is not a negotiation. Anything less than a full refund is not acceptable. If I do not leave Breckenridge with my full refund, I will pursue other remedies that will be far more expensive than the refund.

>

> Gary Feigenbutz

> 314-541-1942

>

>

>

>

> Sent from my iPhone

Below is the email I received from the Better Business Bureau:

CUSTOMER EXPERIENCE INFORMATION

Customer Information:

Gary W Feigenbutz
3008 Oakville Woods Ct.
Saint Louis , MO 63129

Daytime Phone: 314-541-1942
E-mail: garyfeigen@aol.com

The details of this matter are as follows:

Complaint Involves:

Refund Or Exchange Issues

Customer's Statement of the Problem:

This business operates trail rides - On a recent trail ride including 7 family members of non-experienced riders, one rider's saddle slid off with the rider causing a fall and the horse running away. A few moments later, another first time rider's horse bolted away and was out of control for several minutes, eventually returning to the pack (with no input from the rider). He managed to get off the horse before the horse went out of control again and ran away. Miraculously no one seriously injured. Saddles were not properly fastened. Two riders had to walk back (no four wheelers available), the others(including a 4 1/2 year old) scared out of their wits, terminated the ride after only about 30 minutes of riding and 15 minutes of chaos. The fallen rider (me) lost glasses during the fall and is out \$455 for the trail ride and \$500 for glasses. The owner has offered to send a non-specified partial ride refund by mail. The inattention to basic safety and callous behavior by personnel and lack of any level of customer service is inexcusable.

Complaint Background:

Product/Service: Trail Horse Ride

Purchase Date: 7/29/2015

Problem Occurred: 7/29/2015

Model: N/A

Account Number: N/A

Order Number:

Talked to Company: 7/30/2015

Name of Salesperson:

UNKNOWN

Purchase Price: \$455.00

Disputed Amount: \$455.00

Desired Settlement:

I want you to contact the business, and forward a copy of my complaint. I doubt that will do any thing. At this stage, I just want to share with the business community how uncaring and unethical this business is.

Additional Comments from Consumer:

Clarification - I have previously asked for a full refund in the amount of \$455 of the ride only and not the property damage. However, given the lack of cooperation I have received, I would request it be settled by making a verifiable charitable donation to the PETA organization in his name personally or in the name of the corporation.

Thank you

Below is my response to the BBB complaint:

Gary,

As previously stated I am very sorry to here you came off your horse while trail riding with us. We did offer a refund and asked for a mailing address to send it to. Our offer was declined. The comments regarding what happened have several discrepancies. All of our horses are for beginner riders and over half of our horses are taken in as rescues. We offer a place for unwanted horses as long as they are gentle and safe for beginners to ride. All the horses in your specific group have been with us for many years and are great horses. Please remember there is an inherent risk to riding horses. We support and donate to all our local horse rescues. You can't be in this business and not be an animal lover. Thanks you for your time once again on this matter.

Brad Bays
Breckenridge Stables

Conclusion

Breckenridge Stables operates a safe, humane, ethical business that benefits its guests, employees, and the Town of Breckenridge. I have operated horse businesses in Breckenridge for the last 13 years and my track record speaks for itself. I respectfully disagree with much of Mr. Feigenbutz's claims and hope this letter provides enough explanation of what occurred and how it was correctly handled. Thanking for taking the time to review this accident. I have no problem refunding Mr. Feigenbutz.

Brad Bays

Breckenridge Stables



SUMMIT COUNTY ANIMAL CONTROL AND SHELTER

970-668-3230 • Fax 970-668-4117

0058 Nancy's Place • Post Office Box 5225 • Frisco, Colorado 80443

Brad,

1 October 2015

Thank you for contacting me regarding Animal Control Calls on your stables. I have searched out database and found 5 calls for service since 2008 for your stables or the carriage horses.

Of the 5 calls 3 were complaints of horses having sores. In all 3 cases, the horse in question was being treated and rested so that it could heal. The 4th complaint was about the corrals and foals being dirty. The responding officer reported that the corrals and water were clean and that the foals were dirty because they were rolling in the dirt which is normal horse behavior.

The last complaint we received was in 2014. The reporting party said the carriage horses had sores and patches of hair missing due to improperly fitting harnesses, appeared very tired, and looked underweight. Our officer met with the stable manager, a Breckenridge Police Officer, the veterinarian, and the vet's friend who was an expert in properly fitting harnesses. A plan was established between the vet and the manager regarding floating the horses' teeth, changing the grain supplement to one with higher protein content, and distributing the work between the carriage horse teams. The expert harness fitter went through each horse with the manager and discussed how the harness could be changed to stop the rubbing. Our officer followed up twice in the next two months and found that the horses' condition had improved. The horses showed increased weight, hair growth on the previous rub marks, and no new rub marks.

We appreciate your cooperation in openly showing us all of your animals each time we have responded to a call. We also appreciate your cooperation in addressing the horses' needs when a problem had actually occurred.

Thank you for showing an interest in the feedback we have received about your business and for making efforts to correct any problems that arise.

Respectfully,

Lesley Hall
Director
Summit County Sheriff's Office/ Animal Control Division
970-668-4191

Aug. 2015

Dear Brad

Thank you so much for the discount on our horseback riding trip. We had a great time, I was on Tanka, my husband was on King my daughter rode Maynard and my son rode Lawhide. We loved seeing the mountains on horseback. Our wrangler, John, was so friendly and helpful. We will definitely come back.

My sincere thanks, Lila Ferraro

Breckenridge Stables -

Thank you so much
for the 1/2 price rides at the stables.
We had a truly phenomenal time.
Autumn was an incredible
guide and Blondie, (J & Kay)
were great rides. Such a
beautiful place! Thank you!
Courtney, Neil, & Nash Ogden

Dear Brad at Breck Stables,

8-11-15

Thank you for providing such a memorable experience for my family during our stay in Summit County through Domus Paris.

My 2-yr-old niece rode "Tonka" with my brother and her excitement and sweetness were memories I'll never forget!

This wouldn't have been possible without your donation and we wanted to make

sure you know of our gratitude!

The trail was perfect, as was the weather, & a wonderful guide! We had an excellent time!

Thank you,

Sarah Emelse
in
Family



Thank You Brad!

We had an amazing time at Breckenridge Stables. Your horses were beautiful and so smart. Rob our wrangler was so helpful and wonderful. And Kay was so amazing for me!

Thank You

ELZA
ALYAH

Brad (Breckenridge Stables),
Thank you so much for the generous discount you provided to allow me + my family to enjoy a dinner + sleigh ride.

We had so much fun.
Beautiful views, gorgeous horses + the amazing sounds of sleigh bells!
Plus, we loved the live music during dinner. How fun. Thank you so much!
Alisa
Liz
Curt

October 4, 2015

To Whom It May Concern:

I am the Executive Director of the Mountain Top Children's Museum Inc.(MTCM). In the summer months, we run a day camp program for school aged children (Ages 5-14) to both our local community and visiting families to our area. Having grown up a "horse" girl myself, I wanted to be able to provide that introduction and experience to riding to my campers in a safe and trusting environment. We're so fortunate to have the Breckenridge Stables in our community to offer this opportunity to our camp and its participants. The MTCM has been bringing campers up to the stables for rides for over 7 years now. It is a great and safe first time experience for children who haven't ridden before. The wranglers are great with the kids and attentive to making the overall event fun and enjoyable. Everyone leaves with smiles on their faces.

I have participated in most of these rides over the years myself personally. As the Director of the camp, I always want to make sure we getting the best for our kids and the staff at Breck Stables over the years has been consistently reliable, friendly and attentive even when we've brought some bigger groups. They are well organized and have a wonderful group of horses. I would recommend Breckenridge Stables to anyone of any age to go out with them, enjoy the ride, the scenery and the great company of the wranglers there! (and of course - most importantly your horse!)

Sincerely-

Laura Horvath
Executive Director
Mountain Top Children's Museum Inc
970-333-7353

We Thank You

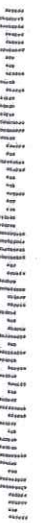


Yvonne Carroll
3852 Pine Ridge Rd.
Galavange, W.
78945



Brockmidge Stables
P.O. Box 6686
Brockmidge, Colorado
80424

804246686



Dear Management,

Just a note to say Thank-You
to all of the Staff at Breckenridge
Stables. There was a small group
of us (3) that went on one of
your trail rides ~~at~~ on 9-3-15.

From the time I made the call
to reserve our ride to the time
we stepped off our horses Everyone
was so nice, pleasant, polite, kind,
and we had the best time with
our wrangler Courtney, I believe
was her name! She was very
informative about the plants, the
trees, she was so sweet. We
just loved her! We honestly had
the best time.



...bunches and bunches!



I pray God will bless each
and everyone of you in a
special way for all your
kindness! I hope that
some day we can come back
to visit beautiful Colorado!

Sincerely,
Zinda Carroll
Galvaston, TX.

October 1, 2015

To whom it may concern,

This letter is meant to be a testament for the popularity of the downtown carriage rides operated by Breckenridge Stables.

Main Street carriage rides are immensely popular with guests of Breckenridge. When the carriage is operating and parked outside the Welcome Center, guests inquire about it in the Welcome Center, get their photos taken with the horses, and purchase their tickets in the Welcome Center, which makes cash or credit card payments a breeze. It's an arrangement that works very well. On busy days, we have a waiting list for carriage rides – which speaks to the popularity of the activity.

The carriage is an image that's iconic to Breckenridge. It has appeared in movies, television broadcasts, and is even featured in paintings that we sell in the Welcome Center. During off season times when it's not operating, the Welcome Center gets questions about it and phone inquiries about when it will be available next.

I feel, from a guest's perspective, that a horse drawn carriage adds to and enhances the charm of the historic district. Additionally; it's an easy, fairly inexpensive activity that can be done in a half hour or less and does not have physical requirements. Guests are frequently seeking out this type of activity. If the carriage were relocated outside of the downtown core, only a fraction of the guests would see it and know it's there. Payment collection could not be made through the Welcome Center POS System, which would be less convenient. I can imagine, based on the popularity, that there would be quite an outcry.

In the interest of guest service, we would love to see the Breckenridge Stables Carriage remain in its current location on Main Street.

If you have further questions, I would be happy to answer them. I can be reached at the Welcome Center at (970) 453-5579 or via email at jjones@gobreck.com.

Sincerely,

Jessie Jones
Welcome Center Manager
Breckenridge Tourism Office



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge, unless otherwise noted.

OCTOBER 2015

Friday, October 9, 2015; 8:00-9:00 am; Cabin Coffee Coffee Talk

Tuesday, October 13, 2015; 3:00/7:30 pm First Meeting of the Month

Tuesday, October 27, 2015; 3:00/7:30 pm Town Council Budget Retreat

NOVEMBER 2015

Tuesday, November 3, 2015; 7am-7pm Town of Breckenridge Coordinated Election

Tuesday, November 10, 2015; 3:00/7:30 pm First Meeting of the Month

Friday, November 13, 2015; 8-9am; TBD Coffee Talk

Tuesday, November 24, 2015; 3:00/7:30 pm Second Meeting of the Month

DECEMBER 2015

Tuesday, December 8, 2015; 3:00/7:30 pm First Meeting of the Month

Friday, December 11, 2015; 8-9am; TBD Coffee Talk

Tuesday, December 22, 2015; 3:00/7:30 pm CANCELED - Second Meeting of the Month

OTHER MEETINGS

4 th Monday of the Month; 4:00 p.m.	Cultural Arts Advisory Committee; Riverwalk Center
1 st & 3 rd Tuesday of the Month; 7:00 p.m.	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00 p.m.	Public Art Commission; 3 rd floor Conf Room
2 nd & 4 th Tuesday of the Month; 1:30 p.m.	Board of County Commissioners; County
2 nd Wednesday of the Month; 12:00 noon	Breckenridge Heritage Alliance
2 nd & 4 th Tuesday of the month; 2:00 p.m.	Housing/Childcare Committee
2 nd Thursday of the Month; 5:30 p.m.	Sanitation District
3 rd Monday of the Month; 5:30 p.m.	BOSAC; 3 rd floor Conf Room
3 rd Tuesday of the Month; 9:00 a.m.	Liquor Licensing Authority; Council Chambers
4 th Wednesday of the Month; 9:00 a.m.	Summit Combined Housing Authority
4 th Wednesday of the Month; 8:30 a.m.	Breckenridge Tourism Office; BTO Offices
4 th Thursday of the Month; 7:00 a.m.	Red White and Blue; Main Fire Station
4 th Monday of the Month; 3:00 p.m.	Childcare Advisory Committee; Town Hall

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