



Town Council Regular Meeting
Tuesday, August 28, 2018, 7:00 PM
Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

*Report of the Town Manager, Report of the Mayor and Council Members, Scheduled Meetings, and Other Matters are topics listed on the 7:00 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - AUGUST 14, 2018

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

A. CITIZEN'S COMMENT

V. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2018 - PUBLIC HEARINGS

1. *COUNCIL BILL NO. 20, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE TOWN OF BRECKENRIDGE "BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE," CONCERNING ACCOMMODATION UNITS; REQUIRING A LOCAL AGENT FOR EACH ACCOMMODATION UNIT; IMPOSING AN ACCOMMODATION UNIT ADMINISTRATIVE FEE; MAKING CERTAIN REQUIRED FINDINGS WITH RESPECT TO SUCH FEE; AUTHORIZING INSPECTIONS OF ACCOMMODATION UNITS; AND MAKING OTHER AMENDMENTS TO THE BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2018

1. *COUNCIL BILL NO. 21, SERIES 2018 - AN ORDINANCE APPROVING A LEASE WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP, AND CUCUMBER CREEK ASSOCIATES, LLC, A COLORADO LIMITED LIABILITY COMPANY*
2. *COUNCIL BILL NO. 22, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF OBSTRUCTING A PEACE OFFICER, FIREFIGHTER, EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE SPECIALIST, OR VOLUNTEER BY USE OF*

AN UNMANNED AIRCRAFT SYSTEM (UAS)

B. RESOLUTIONS, SERIES 2018

1. *RESOLUTION NO. 15, SERIES 2018 - A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY 8 SUNSET COVENANT 9 (For the Denison Placer Apartments Housing Project)*

C. OTHER

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC (MAYOR MAMULA)
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BERGERON)
- C. BRECKENRIDGE TOURISM OFFICE (MS. WOLFE)
- D. BRECKENRIDGE HERITAGE ALLIANCE (MS. GIGLELLO)
- E. BRECKENRIDGE CREATIVE ARTS (MS. LAWRENCE)
- F. BRECKENRIDGE EVENTS COMMITTEE (MS. GIGLIELLO)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR SEPTEMBER AND OCTOBER

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Pro Tem Lawrence called the meeting of August 14, 2018 to order at 7:00 pm. The following members answered roll call: Mr. Carleton, Mr. Bergeron, Ms. Gigliello, Ms. Wolfe, Mr. Gallagher and Mayor Pro Tem Lawrence. Mayor Mamula was absent.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – JULY 24, 2018

With no changes or corrections to the meeting minutes of July 24, 2018, Mayor Pro Tem Lawrence declared they would stand approved as submitted.

III) APPROVAL OF AGENDA

With no changes to the agenda, Mayor Pro Tem Lawrence declared it would stand approved as presented.

IV) COMMUNICATIONS TO COUNCIL

A) CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

Mayor Pro Tem Lawrence opened Citizen's Comment.

Mr. Tim Casey, a Breckenridge resident, thanked the Town Council for the allocation of 2.8 TAPS for the new BOEC building, and further stated he appreciates the Town's support of that organization. Mr. Holman stated Mr. Casey was integral in this project, and it was a community effort.

Ms. Debbie Latcher, a Breckenridge property owner, stated she was coming to Council asking for additional street lights on South French Street, right past the curve in front of Atrium and before Powder Ridge. Mr. Holman stated staff has looked at that area and has determined it doesn't warrant additional lights. He further recommended the HOA for those properties look into the issue. Mr. Holman then stated staff will review this area again to confirm.

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

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Mr. Brett Howard, of the BTO, stated Jackrabbitt is the property booking engine they are now using, and so far it's been successful. He further stated the website has been performing well, and they are testing the speed on a new hosting platform that will increase the performance of the site. Also, they recently discussed the Tourism Management Plan, and the Council will be asked to participate in some one-on-ones and workshops offered about that. Mr. Howard stated July is up 3% over last year, August is up 11% so far, summer is up over last year in general, and winter looks positive as well. Mr. Howard stated the BTO will be using a visitation management tool, and Ms. Wolfe stated the way we can see the booking patterns now is pretty amazing.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2018 - PUBLIC HEARINGS

1) COUNCIL BILL NO. 19, SERIES 2018 - AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO B & D LIMITED PARTNERSHIP (Tract D, Stan Miller Subdivision)

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

Mayor Pro Tem Lawrence opened the public hearing.

Ms. Trish Holcroft, of Blue River Property Management, asked what B&D plans to do with that property? Mr. Holman stated it was just a trade for the alignment of the road, and he doesn't believe the parcel is large enough for any real use. Mr. Phelps further stated that parcel will become part of the B&D property.

There were no additional comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 19, SERIES 2018 - AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO B & D LIMITED PARTNERSHIP (Tract D, Stan Miller Subdivision). Ms. Gigliello seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2018

- 1) COUNCIL BILL NO. 20, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE TOWN OF BRECKENRIDGE "BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE," CONCERNING ACCOMMODATION UNITS; REQUIRING A LOCAL AGENT FOR EACH ACCOMMODATION UNIT; IMPOSING AN ACCOMMODATION UNIT ADMINISTRATIVE FEE; MAKING CERTAIN REQUIRED FINDINGS WITH RESPECT TO SUCH FEE; AUTHORIZING INSPECTIONS OF ACCOMMODATION UNITS; AND MAKING OTHER AMENDMENTS TO THE BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE

Mayor Pro Tem Lawrence read the title into the minutes. Mr. Waldes stated this ordinance would make changes to the existing Short Term Rentals (STR) ordinance and it would add special conditions to STRs, including an amended annual fee and a local manager requirement, among other things.

Mr. Bergeron asked about other communities enacting this type of ordinance, and Mr. Waldes explained that yes, other communities have already done this, and many on a much more restrictive basis.

Ms. Wolfe asked for clarification about the local agent requirement, and Mr. Waldes stated this ordinance would not require business licenses for those local agents, only that those people be able to respond to issues within 60 minutes of a call to the call center. Mr. Carleton clarified that Vail has a 30 minute response time after 10pm.

Mayor Pro Tem Lawrence opened the public hearing.

Ms. Colleen Stuzuh asked about agent requirements, and Mr. Waldes stated agents need to respond within 60 minutes. Mr. Waldes further stated most likely the response would be to resolve issues with parking, trash and noise within that time period. She then asked about the possibility to have a sub-agent assigned as a back-up. Mr. Waldes stated there is currently not a provision in the ordinance for that. Ms. Stuzuh asked about the fees. Mr. Waldes stated the fees are meant to administer the program. She then asked the Town to consider having the fees go to hiring a person that would be the responder for all properties.

Mr. Jim Bradley, a local resident, stated he's had problems with the renters next door and specifically with parking, noise and trash. He further stated he's dealt with issues around 15-23 people staying in the unit at one time. He stated he agrees with the regulations proposed, but worries they will continue to be a problem in a neighborhood that is more full-time residents than renters. Mr. Bradley stated he would like to restrict the number of renters per house similar to Boulder, or place a limit on people per bedroom. Mr. Holman clarified the Council hasn't been supportive of occupancy limits to this point.

Ms. Diane Stevens, a Breckenridge property owner, stated she is concerned about the local agent requirement. She stated she doesn't believe it shouldn't be the local agent's responsibility to confront guests about issues. In addition, she proposed a 24-hour response time between the hours of 9am and 5pm. Ms. Lawrence stated rental properties are local businesses and the owners are responsible for issues at their properties. Ms. Stevens asked about the inspections in the ordinance, and Mr. Waldes stated the inspections are set by appointments. He further stated one of the purposes of the ordinance is to give options so people don't have to call the police with renter issues.

Ms. Abby Epperson stated she believes an occupancy restriction could solve some of these issues. She further stated the local contact cannot leave the County, and a response time of 1 hour cannot be guaranteed. She also stated she believes this ordinance assigns no liability to the property management company, only to the owners. Ms. Epperson stated she believes the bigger issues to be with properties outside of the core of Town. She then asked the Council to extend the 1 hour response time in the ordinance.

Mr. Ralph Henderson stated he's not going to confront the guests causing the problems, and that he will call the police when something happens instead. Also, the VRBO business is valuable for the Town, and this ordinance might make people think twice about buying a home here, and a 1-hour response time is not realistic. Mr. Waldes clarified that the local agent doesn't have to be a resident of Breckenridge, but needs to respond to problems with the 1 hour response time. Mr. Henderson stated he doesn't see the need for additional regulations, and he doesn't mind calling the police to enforce ordinances. He then asked the Town to reconsider this ordinance because he doesn't believe it's good for business.

Ms. Bailey Epperson stated State Ballot Initiative 108 allows property owners to litigate about short term rental ordinances, as related to reduced property values, and the 1-hour timeframe (and other restrictions) for response could "antagonize" this issue. She further stated she believes this ordinance language is too vague, and the regulations are too strict. Ms. Epperson stated she works for Colorado Municipal League and she is aware of their stance on this Initiative. Mr. Bergeron stated Initiative 108 is a big issue, especially for neighborhoods that have been changed due to the problems of Short Term Rentals. He further stated that yes, you can all the police on violators, but he would be more inclined to contact the call center about issues first, and this ordinance is a first step in this process.

Mr. Leo McCarthy, an owner of a short-term rental, asked about the inspections for health and safety and compliance, and requested that the Town notify the homeowner and property management company about issues as well. He also requested the Town give the homeowners 24-hour notice on inspections, and that the police manage noise violations per the Town's ordinance. Mr. McCarthy stated the 1-hour timeframe to respond is unreasonable. He also asked Council the Town to consider putting the quiet hour times on the business license that is posted at the location.

Mr. Brian Chapp, a Breckenridge homeowner, stated he manages his own home for STR's and uses security cameras, and he limits rentals to people ages 25 and older and families. Mr. Chapp stated he never has issues with his renters, and he contracts for services for garbage, etc. He further stated he limits cars to the property as a good neighbor, and he is concerned about a local agent being able to respond within 1 hour. Mr. Chapp stated he would like calls about issues to come directly to him, and there are already ordinances to deal with bigger issues so he believes this ordinance is solving a problem that doesn't exist.

Ms. Sarah Valliard stated she short-term rents her home when she travels for work, and she has good contact with her renters and good neighbors who have never had issues. She further stated it's the responsibility of the owner to take care of the property, and the 1-hour response time shouldn't be an issue if you do the screening appropriately.

Ms. Megan Lawrence stated she owns three properties in Breckenridge and she wants to make sure her properties are safe. She further stated she agrees with others who have said to call the police on noise complaints, and she doesn't know how a local person would solve those problems.

Mr. Israel Girona stated he owns properties in many locations and stated he doesn't have problems with the ordinance, just with the local agent requirement. He stated he travels a lot and would like to see the local agent requirement be more flexible so others can respond when he is away. He further stated he saw how the city is trying to fight student housing in Fort Collins and it's not enforceable, and the same is happening in Glenwood Springs, where some HOAs don't allow short-term rentals. Mr. Girona asked the Council make the same rules for every other business owner, including restaurants, where the agent must respond within 1 hour.

Mr. Nathan Moorefield stated he lives across from a VRBO and asked what happens when a property management company has multiple violations, and would they have their license revoked? Staff stated yes, that property's license could be revoked. Mr. Moorefield thanked Council for staying out of occupancy limits, as he believes HOA's should be doing that.

Mr. Phil Mervis, a local realtor, asked about the term "respond" in the ordinance, and stated his only comment would be to give people clear definitions of "respond" and "resolve" as used in the ordinance.

Mr. Brett Steinberg stated he owns properties in Breckenridge, he responds when he is here, and otherwise it's sometimes difficult to manage the people in the properties, as they can be booked at any time. He further stated Initiative 108 could act against this ordinance, he has never had a problem with any of these issues, and enforcing this and putting it on the owner isn't the best solution.

Mr. Jeff Art stated he owns a condo in Breckenridge, and he short-terms rents to pay the mortgage. He stated he has problems with the definitions of "resolve" and "respond" and he believes it's unreasonable to require response within 1 hour. He further stated no other profession other than police can solve a problem within that time. Mr. Art also stated the definition of "local" is not clear. He stated the Police should be enforcing the ordinances, and these issues are often going to end up in Police hands anyway. Mr. Art stated the Town should track these problems through Police calls.

Mr. Mike Krueger, a Breckenridge resident, stated that if you put too many people in a small home, you get all of these issues, and perhaps the Town should reconsider occupancy restrictions since higher occupancy impacts traffic and guest experience as well.

Ms. Candace (no last name given) asked how the Town is going to validate complaints for the 3 strikes situation? Mr. Waldes stated it would be through a hearing, and it wouldn't be considered violation until the hearing was completed.

Mr. Bergeron explained an inspection is only as needed for health or safety reasons, such as gas leaks or unsafe conditions. And Mr. Holman clarified it's only part of the overall solution.

There were no additional comments and the public hearing was closed.

Mr. Bergeron stated this community has changed, and while we've always been a short term rental area, VRBO has changed the complexion of many neighborhoods. He further stated that when a resident or renter puts out the trash the night before it causes a mess, and when noise is an issue it should be put on the owner, and a normal person would respond in a good way to complaints. Mr. Bergeron stated there is such a thing as property rights, and there is such a thing as liveability rights as well. He further stated that communities all across the country are doing this, and there is a need for this ordinance. He stated we are following other communities and we have do this for the sake of the people who live here.

Ms. Wolfe stated short term rentals are operating a business in a neighborhood. She further stated we all moved here because we want to live this lifestyle, and if her business was doing something that impacted the neighbors at 3am, she would take care of it. She further stated that if you are running a business it is your responsibility as an owner to take care of issues, and all we are saying is that in order to have the Town continue to function, we need this ordinance because our sense of neighborhood is taking a hit. Ms. Wolfe further stated things have changed, and she doesn't think someone should have to call the police on vacationers who are here to enjoy it. She also stated that if we go down a different path with enforcement, we would need a bigger police force. Ms. Wolfe stated we are sensitive to the fact that we have STR's here, and it's at a point where we are managing a balancing act, and there has to be a way to strike the balance and to try something to help the situation so we don't lose our community character. Ms. Wolfe stated it's linked to accountability.

Mr. Carleton stated he has had numerous people come to him about the changing of neighborhoods and he has personally experienced it as well. He stated he hopes this ordinance can be preventative, and if we are screening our renters and educating them on the neighborhood requirements it won't be an issue. Mr. Carleton further stated he'd like to see the Town clean up the language in the ordinance and add a second local agent option. He also stated other businesses, such as restaurants, are required to have local agents and they also have no right to cure. He further stated short term rentals are a problem here, and he would like to see this ordinance as a motivator, and he suspects local agents will be out there for this purpose.

Mr. Gallagher stated he agrees with Mr. Bergeron, Ms. Wolfe and Mr. Carleton. He further stated the bottom line is that we decided for the moment that we won't infringe on property rights, but this ordinance speaks to accountability and responsibility. He stated that those who properly screen their renters should not be effected much by this ordinance. For the others, if they aren't doing their job, this ordinance will create inconveniences. He stated this ordinance holds people accountable, and he wants the owner to answer the phone at 3am, because your neighbors have rights too. Mr. Gallagher stated that if you do your job well, you won't be impacted. If not, you should lose your right to short term rent in this community.

Ms. Gigliello thanked the audience for sharing their opinions, and stated the issue is about looking at different perspectives. She further stated that people like Breckenridge because it's a "Real Town". She stated managing trash is very important to the environment and having respect for these aspects of the community is important. She further stated that when one thinks about the experience for people staying in the rentals, calling the police isn't always the right answer.

Mayor Pro Tem Lawrence stated she lived in a condo complex for many years, and this is ordinance fair to your renters too. She further stated that you should want them to have a great experience, and we are doing this for their benefit as well.

Mr. Gallagher moved to approve COUNCIL BILL NO. 20, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE TOWN OF BRECKENRIDGE "BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE," CONCERNING ACCOMMODATION UNITS; REQUIRING A LOCAL AGENT FOR EACH ACCOMMODATION UNIT; IMPOSING AN ACCOMMODATION UNIT ADMINISTRATIVE FEE; MAKING CERTAIN REQUIRED FINDINGS WITH RESPECT TO SUCH FEE; AUTHORIZING INSPECTIONS OF ACCOMMODATION UNITS; AND MAKING OTHER AMENDMENTS TO THE BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE. Mr. Bergeron seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

B) RESOLUTIONS, SERIES 2018

1) RESOLUTION NO. 14, SERIES 2018 - A RESOLUTION CREATING A TEMPORARY ADVISORY COMMITTEE KNOWN AS THE "TOWN OF BRECKENRIDGE EVENTS COMMITTEE"

Mayor Pro Tem Lawrence read the title into the minutes. Ms. Haynes stated the events ordinance is important to the Town and this resolution would make this committee into a temporary advisory committee to Council. She also stated this resolution will ensure the representatives on this committee be from member organizations or individuals who are involved in events. She further stated Council should refer to the version of this resolution handed out at the meeting.

Mayor Pro Tem Lawrence opened the public hearing.

Mr. Robb Prescott stated he attends these meeting and Mr. Carleton held the committee together as its chair. He further stated he would like to see this committee vote on events, work on marketing and communication for events, and work with the BTO, Town and others for synergy in events.

There were no additional comments and the public hearing was closed.

Mr. Bergeron moved to approve RESOLUTION NO. 14, SERIES 2018 - A RESOLUTION CREATING A TEMPORARY ADVISORY COMMITTEE KNOWN AS THE "TOWN OF BRECKENRIDGE EVENTS COMMITTEE". Ms. Wolfe seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

C) OTHER

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

Mayor Pro Tem Lawrence declared the Planning Commission Decisions would stand approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated the Report of Town Manager and Staff was covered during the afternoon work session.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

The reports of Mayor and Council Members were covered during the afternoon work session.

X) OTHER MATTERS

Most other matters were covered during the afternoon work session.

Mayor Pro Tem Lawrence stated she would like Council to help spread the word about the broadband survey to get additional responses.

Mr. Bergeron thanked Mayor Pro Tem Lawrence for her work filling in for the Mayor during this meeting.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR AUGUST AND SEPTEMBER

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:08 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Elisabeth Lawrence, Mayor Pro Tem



Memo

To: Breckenridge Town Council
From: Brian Waldes, Finance Director
Date: 8/21/18
Subject: STR Regulations Second Reading

The purpose of this memo is to present the subject ordinance for second reading, and to explain the changes made to both the ordinance and administrative regulations after the first reading on August 14, 2018.

Proposed Revisions

As recommended by Council at the July 24th work session, summarized revisions include:

1. Exemption of condominiums, condominium-hotels, and hotels/lodgings/inns from the annual accommodation unit administrative fee and the special conditions of license, provided the properties meet all three requirements: a. 24 hour front desk, b. 24 hour telephone system, and c. 24 hour on site private security.
2. Amendment to the annual accommodation unit administrative fee to account for the exempted properties.
3. Removal of fire extinguishers to be installed in accommodation units in the health and safety standards per Red, White, and Blue Fire District recommendation.

The attached ordinance includes revisions from first reading on August 14th. They are blacklined and include;

1. The term "Local Agent" has been replaced with "Responsible Agent" to avoid any confusion.
2. A provision for an alternate responsible agent in the cases when the responsible agent cannot be reached.
3. A provision that states a license will not be issued if the proper fee is not paid has been added.
4. The meaning of an appropriate response to a complaint has been clarified.

The administrative regulations have also been revised to reflect the creation of the alternate responsible agent and to specify when the alternate agent is to be contacted.

The administrative regulations have also been modified to more specifically address what constitutes a proper response on the part of the responsible agent (or alternate responsible agent). The new language makes clear that physical presence at the property to resolve the issue may not be required. The requirement to notarize the self-compliance affidavit has been removed.

Conclusion

Staff and Council received a lot of community feedback at the August 14th first reading of the STR ordinance. Some of the changes listed above and incorporated into the ordinance for second reading were a result of that feedback. For example, the provision for an alternate responsible agent was based on feedback from the public.

Staff will be at both the work session and regular meeting on August 28th to answer any questions regarding the ordinance as revised.

1 ***FOR WORKSESSION/SECOND READING – AUG. 28***

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

5
6 COUNCIL BILL NO. 20

7
8 Series 2018

9
10 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 4 OF THE BRECKENRIDGE
11 TOWN CODE, KNOWN AS THE TOWN OF BRECKENRIDGE “BUSINESS AND
12 OCCUPATIONAL LICENSES AND TAX ORDINANCE,” CONCERNING
13 ACCOMMODATION UNITS; REQUIRING A ~~LOCAL~~**RESPONSIBLE** AGENT FOR EACH
14 ACCOMMODATION UNIT; IMPOSING AN ACCOMMODATION UNIT
15 ADMINISTRATIVE FEE; MAKING CERTAIN REQUIRED FINDINGS WITH RESPECT TO
16 SUCH FEE; AUTHORIZING INSPECTIONS OF ACCOMMODATION UNITS; AND
17 MAKING OTHER AMENDMENTS TO THE BUSINESS AND OCCUPATIONAL
18 LICENSES AND TAX ORDINANCE

19
20 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
21 COLORADO:

22
23 Section 1. The definition of “Accommodation Unit” in Section 4-1-2 of the Breckenridge
24 Town Code is amended to read as follows:

25
26
27 ACCOMMODATION UNIT: A separate and distinct living unit including
condominium, townhome, house, trailer, studio unit,
condominium unit, or any such other similar unit which is
rented to any person, who, for consideration, uses,
possesses or has the right to use or possess such
accommodation unit for a period of less than 30
consecutive days, regardless of the number of days during
a license year such unit is rented.

28
29 Section 2. Section 4-1-2 of the Breckenridge Town Code is amended by the addition of
the following definitions:

AUTHORIZED PUBLIC INSPECTOR: With respect to inspections to be conducted pursuant to
Section 4-1-8-1A9 of this Chapter, any employee or
representative of the Town’s Finance Department, except
the Finance Director.

~~LOCAL~~
RESPONSIBLE
AGENT: A management company, rental agent, or individual who
is identified by a licensee as the licensee’s
~~local~~**responsible** agent pursuant to Section 4-1-8-1A6. **A**
licensee may, at the licensee’s option, identify an

alternate responsible agent to act for the licensee if the responsible agent, for any reason, is not successfully contacted by the Town in response to a complaint, or the administrative regulations adopted by the Finance Director pursuant to Section 4-1-10A3.

RENTAL AGENT: A management company, rental agent, or other person employed or engaged by the licensee to advertise the accommodation unit for rent, or to remit any required tax to the Town.

Section 3. The definition of "Single-Family Accommodation Unit" in Section 4-1-2 of the Breckenridge Town Code is deleted.

Section 4. The Title of Section 4-1-4 of the Breckenridge Town Code is amended to read "Annual License Tax."

Section 5. Chapter 1 of Title 4 of the Breckenridge Town Code is amended by the addition of a new Section 4-1-4-1, to be entitled "Annual Accommodation Unit Compliance Fee," which shall read as follows:

4-1-4-1: ANNUAL ACCOMMODATION UNIT ADMINISTRATIVE FEE:

- A. Commencing with licenses for accommodation units issued for the January 2019 licensing period, and continuing each licensing year thereafter, there shall be added to each accommodation unit license issued by the Finance Director pursuant to this Chapter, and there shall be paid by the licensee of such license, an annual accommodation unit administrative fee. The amount of the annual accommodation unit administrative fee shall be:

Type Of Accommodation Unit	Annual Fee
Studio unit	\$25.00
1 bedroom unit	30.00
2 bedroom unit	35.00
3 bedroom unit	100.00
4 or more bedroom unit	150.00

No accommodation unit license shall be issued until the applicable accommodation unit administrative fee has been received by the Finance Director.

- B. Condominiums, condominium/hotels, and hotels/lodgings/inns as defined in Section 9-1-5 of this Code are exempt from the requirement to pay the annual accommodation

1 unit administrative fee if they have: (a) a twenty four (24) hour front desk; (b) a
2 twenty four (24) hour telephone system; and (c) twenty four (24) hour on site private
3 security; chalet houses as defined in Section 9-1-5 of this Code are exempt from the
4 requirement to pay the annual accommodation unit administrative fee.
5

6 C. The accommodation unit administrative fee shall be due and payable to the Town at
7 the same time the tax required by Section 4-1-4 is due.
8

9 D. Beginning with the Town's 2019 fiscal year, the amount of the accommodation unit
10 administrative fee described in this Section shall be fixed by the Town Council as part
11 of its annual budget process. If, for any reason, the amount of such fee is not fixed by
12 the Town Council as part of its annual budget process, the fee for the preceding year
13 shall continue in full force and effect until changed by the Town Council.
14

15 E. It is the purpose of this Section to protect the public health, safety, and welfare by
16 establishing a comprehensive regulatory scheme for the Town that attempts to
17 address some of the negative impacts associated with the existence of the numerous
18 accommodation units within the Town, and to relieve Town taxpayers of the costs
19 that would otherwise be incurred by the Town in providing those services directly and
20 indirectly related to accommodation units within the Town as set forth in Section F,
21 below. The identified negative impacts of the numerous accommodation units within
22 the Town include, but are not limited to a significant change in the character of the
23 neighborhoods within the Town in which accommodation units are located, including,
24 but not limited to, significant impacts on parking, noise, and trash in such
25 neighborhoods.
26

27 F. Funds collected by the Town from the accommodation unit administrative fee
28 established by this Section shall be used to defray the reasonable direct and indirect
29 costs of the following Town services that are related to the identified negative
30 impacts of accommodation units within the Town described in Section E, above:
31

- 32 1. Administrative and personnel costs associated with developing and
33 implementing the accommodation unit administrative fee;
- 34 2. Costs of acquiring, training staff to use, updating, and replacing software and
35 other computer programs necessary to monitor the accommodation units within
36 the Town; and
- 37 3. Costs of enforcing the requirements of this Chapter, including, but not limited
38 to inspecting accommodation units within the Town.
39

40 No portion of the accommodation unit administrative fees collected by the Town shall
41 be used for any purpose other than those purposes enumerated in this Section F.
42

43 G. The accommodation unit administrative fee established by this Section is not
44 designed to raise revenues to defray the general expenses of Town government, but
45 rather is a charge imposed for the purpose of defraying some of the costs of the
46 particular Town services and programs described in Section F.

1
2 H. The Finance Director shall establish a method for separately accounting for all of the
3 accommodation unit administrative fees collected by the Town pursuant to this Section,
4 and the expenditure of such fees.
5

6 I. Based on the information that has been provided to the Town Council by the Finance
7 Director, the accommodation unit administrative fee imposed by this Section bears a
8 reasonable relationship to the anticipated cost of providing the Town programs and
9 services described in this Section.
10

11 Section 6. Section 4-1-5A1 of the Breckenridge Town Code is amended to read as
12 follows:
13

14 1. The Finance Director shall issue a license for an accommodation unit under this
15 Chapter only to the owner of such accommodation unit.
16

17 Section 7. Section 4-1-8-1 of the Breckenridge Town Code is amended to read as
18 follows:
19

20 4-1-8-1: SPECIAL CONDITIONS OF LICENSE – ALL ACCOMMODATION
21 UNITS:
22

23 A. Special Conditions: Except as provided in Section G of this Section, in addition to
24 the other requirements of this Chapter, the owner of an accommodation unit
25 licensed pursuant to this Chapter shall, as a condition of such license, be subject
26 to the following requirements:

27 1. The motor vehicles of all occupants of the accommodation unit shall be parked
28 only on the site of the accommodation unit, or in a Town designated parking area
29 located off of the site of the accommodation unit. No motor vehicles shall be
30 parked on the lawn or landscaped areas of an accommodation unit, or in the
31 public street or right of way adjacent to the accommodation unit. No person shall
32 be permitted to stay overnight in any motor vehicle which is parked at an
33 accommodation unit. Further, all motor vehicles parked at an accommodation unit
34 shall comply with the requirements and be subject to the limitations of Section 9-
35 3-11 of this Code.

36 2. The storage and disposal of all trash and garbage from an accommodation unit
37 shall comply with the requirements of Title 5, Chapter 2 of this Code.

38 3. While occupying an accommodation unit, no person shall: a) make, cause or
39 control unreasonable noise upon the accommodation unit which is audible upon a
40 private premises that such occupant has no right to occupy in violation of
41 Subsection 6-3C-1A2 of this Code, or b) violate Title 5, Chapter 8 of this Code.

42 4. No accommodation unit shall be operated in such a manner as to constitute a
43 nuisance pursuant to Title 5, Chapter 1 of this Code.

1 5. The licensee shall provide to the Finance Director the name, address and
2 telephone number of any current rental agent for the accommodation unit. The
3 rental agent may be changed by the licensee from time to time throughout the
4 term of the license. To effect such change, the licensee shall notify the Finance
5 Director of the change in writing and shall, at the same time, provide the Finance
6 Director with the name, address and telephone number of the licensee's
7 replacement rental agent.

8 6. At the time of the issuance of the license the licensee shall also provide to the
9 Finance Director the name, address and telephone number of a ~~local~~responsible
10 agent who is authorized by the licensee to receive communications from the Town
11 concerning the accommodation unit, and who agrees in writing to comply with
12 the requirements of Subsection A7. The ~~local~~responsible agent may be the same
13 person ~~designed~~ designated by licensee pursuant to Subsection A5. The
14 designated ~~local~~responsible agent may be changed by the licensee from time to
15 time throughout the term of the license. To effect such change, the licensee shall
16 notify the Finance Director of the change in writing and shall, at the same time,
17 provide the Finance Director with the name, address and telephone number of the
18 licensee's replacement ~~local~~responsible agent.

19 7. A licensee's ~~local~~responsible agent, or such person's employee or designee,
20 shall be available twenty four (24) hours per day, seven (7) days per week, to
21 respond (as defined in the administrative rules and regulations) to any complaint
22 filed with or through the Town, or a website provided by the Town for such
23 purpose, about the operation or condition of the licensee's accommodation unit.
24 Such ~~local~~responsible agent shall respond to a complaint within-a sixty (60)
25 minutes of receiving notice of such complaint. The ~~local~~responsible agent's
26 failure to respond to a complaint as required by this Section is chargeable to the
27 Owner pursuant to Subsection B of this Section.

28 8. Each accommodation unit shall comply with all of the following minimum
29 health and safety standards at all times while the property is being occupied:

- 30 a. The applicable requirements of the Town's building and technical
31 codes adopted by reference in Title 8, Chapter 1 of this Code;
- 32 b. The applicable requirements of any other ordinance, rule, or
33 administrative regulation of the Town;
- 34 c. The terms and conditions of any development permit issued to the
35 licensee with respect to the accommodation unit;
- 36 d. Smoke detectors and carbon monoxide detectors shall be installed in
37 the accommodation unit and shall be operable at all times; and
- 38 e. Wood-burning fireplaces and stoves in the accommodation unit shall
39 be cleaned on an annual basis.

1 9. Because accommodation units are, by their nature, intended to be occupied by
2 numerous guests for short periods of occupancy, it is determined that the Town's
3 ability to inspect accommodation units is in the interest of public safety.
4 Therefore, whenever it is necessary or desirable to make an inspection to enforce
5 the special requirements of this Subsection A, an authorized public inspector may
6 enter such accommodation unit at all reasonable times to inspect the same for the
7 purpose of enforcing such special conditions. Provided, that if such
8 accommodation unit is occupied, the authorized public inspector shall first present
9 proper credentials and request entry, and if such accommodation unit is
10 unoccupied, shall first make a reasonable effort to locate the owner, the
11 ~~local~~ **responsible** agent, or other person having charge or control of the
12 accommodation unit and request entry. If such entry is refused, or if the
13 accommodation unit is locked, the authorized public inspector shall have recourse
14 to every remedy provided by law to secure entry. When an authorized public
15 inspector has obtained a proper inspection warrant or other remedy provided by
16 law to secure entry, no owner, occupant, or any other persons having charge, care,
17 or control of any accommodation unit shall fail or refuse, after proper request is
18 made as herein provided, to promptly permit entry therein by the authorized
19 public inspector for the purpose of inspection of the accommodation unit. No
20 inspection warrant or permission shall be required for an authorized public
21 inspector to enter and inspect an accommodation unit in the case of an emergency
22 involving the potential loss of property or human life.

23 10. The municipal court judge may issue an inspection warrant authorizing the
24 inspection of an accommodation unit pursuant to this Section in accordance with
25 rule 241(b) of the Colorado municipal court rules of procedure. Any inspection
26 warrant issued pursuant to this Section shall fully comply with the applicable
27 provisions of rule 241 of the Colorado municipal court rules of procedure. The
28 municipal judge may impose such conditions on an inspection warrant as may be
29 necessary in the judge's opinion to protect the private property rights of the owner
30 of the accommodation unit to be inspected, or to otherwise make the warrant
31 comply with applicable law.

32 11. All property taxes that are lawfully assessed against an accommodation unit
33 shall be paid to the appropriate taxing authority.

34 B. Owner Liable: Compliance with the special conditions set forth in Subsection A
35 of this Section shall be the nondelegable responsibility of the owner of an
36 accommodation unit; and each owner of an accommodation unit shall be strictly
37 liable for complying with the conditions set forth in Subsection A of this Section.

38 C. Licensee To Receive Special Conditions: At the time of the issuance of a license,
39 the Finance Director shall provide the licensee with a copy of the special
40 conditions set forth in Subsection A of this Section.

41 D. Licensee To Post License And Special Conditions: The licensee shall post a copy
42 of the license and the special conditions set forth in Subsection A of this Section

1 within five (5) feet of the main entrance of the accommodation unit. The license
2 and the special conditions shall remain continuously posted in the accommodation
3 unit throughout the term of the license.

4 E. Licensee To Provide Rental Agent and ~~Local Agent~~Responsible Agent With
5 Special Conditions: The licensee shall provide any rental agent and the licensee's
6 ~~local~~responsible agent with a copy of the special conditions set forth in
7 Subsection A of this Section.

8 F. Revocation Or Suspension Of License: The failure of the licensee of an
9 accommodation unit to comply with the special conditions set forth in Subsection
10 A of this Section shall constitute grounds for the suspension or revocation of the
11 license. Any action to suspend or revoke the license shall be conducted by the
12 Finance Director in accordance with Section 4-1-10-1 of this Chapter.
13

14 Before an action is commenced to suspend or revoke a license for an
15 accommodation unit, the Finance Director shall first provide the licensee with a
16 written warning that an apparent violation of the special conditions of Subsection
17 A of this Section has occurred, and the licensee shall be given a reasonable
18 opportunity to cure such apparent violation. A copy of such warning notice shall
19 also be sent to any rental agent who has been properly identified by the licensee
20 pursuant to Subsection A5 of this Section and to the ~~local~~responsible agent
21 identified by the licensee pursuant to Subsection A6 of this Section. Not more
22 than one written warning shall be required to be sent during the term of each
23 license.

24 G. Condominiums, condominium/ hotels, and hotels/lodgings/inns as defined in
25 Section 9-1-5 of this Code are exempt from the provisions of this section if they
26 have: (a) a twenty four (24) hour front desk; (b) a twenty four (24) hour telephone
27 system; and (c) twenty four (24) hour on site private security; chalet houses as
28 defined in Section 9-1-5 of this Code are exempt from the provisions of this
29 section.

30 Section 8. Section 4-1-10A3 of the Breckenridge Town Code is amended to read as
31 follows:
32

33 3. Promulgate and enforce all reasonable rules and regulations necessary to the operations
34 and enforcement of this chapter. Such administrative rules and regulations shall be
35 adopted in accordance with the procedures established by title 1, chapter 18 of this Code.
36 A violation of the administrative rules and regulations issued by the Finance Director
37 pursuant to the authority granted by this Section shall be a misdemeanor municipal
38 offense and may be enforced by appropriate action in the Town's Municipal Court.
39

40 Section 9. Section 4-1-10-1A of the Breckenridge Town Code is amended to read as
41 follows:
42

43 A. A license issued pursuant to this chapter may be revoked by the Finance Director
after hearing for the following reasons:

1 1. Fraud, misrepresentation or a false statement of material fact contained in the
2 license application or any document submitted to the Finance Director pursuant to the
3 Finance Director's administrative rules and regulations;

4 2. The failure or refusal of an owner of an accommodation unit to permit inspection
5 of the owner's accommodation unit by an authorized public inspector as required by
6 Section 4-1-8-1;

7 3. Any violation of the provisions of this chapter; or

8 4. As to any person required to have a town sales tax license pursuant to title 3,
9 chapter 1 of this code, proof that such license has been revoked by the Finance
10 Director in accordance with Section 3-1-26 of this code.

11
12 In connection with the suspension of a license, the Finance Director may impose
13 reasonable conditions.

14 Section 10. The introductory portion of Section 4-1-10-1D of the Breckenridge Town
15 Code is amended to read as follows:

16
17 D. If the Finance Director determines after a hearing that cause exists for the
18 imposition of a sanction against a licensee of an accommodation unit pursuant to
19 Section 4-1-8-1 of this Chapter, the Finance Director shall impose the following
20 sanction against the licensee:

21 Section 11. Section 4-1-10-1B of the Breckenridge Town Code is amended to read as
22 follows:

23
24 B. Notice of a hearing to be held pursuant to this chapter shall be given by the
25 Finance Director in writing to the licensee at the address shown on the license
26 application, any rental agent identified by the licensee pursuant to subsection 4-1-
27 8-1A5 of this chapter, and to the ~~local~~ **responsible** agent identified by the licensee
28 pursuant to subsection 4-1-8-1A6 of this chapter. Such notice shall be mailed
29 postage prepaid, at least twenty (20) days prior to the date set for the hearing. At
30 the hearing the licensee may appear with or without counsel and present such
31 evidence as may be relevant.

32
33 Section 12. Section 4-1-10-1F of the Breckenridge Town Code is amended to read as
34 follows:

35
36 F. If the Finance Director suspends or revokes a business and occupational tax
37 license, the aggrieved licensee may appeal said suspension or revocation to the Town
38 Council by filing a letter of appeal with the Town Manager within twenty (20) days
39 after the date of mailing of the Finance Director's order of suspension or revocation.
40 The Finance Director's suspension or revocation of the license shall be stayed until
41 the appeal has been determined by the Town Council. The Town Council shall
42 conduct a de novo hearing on the appeal at a regular or special Town Council meeting

1 held within thirty (30) days of date of the filing of the letter of appeal, unless the
2 licensee agrees to a longer time. Notice of the de novo hearing shall be given to the
3 licensee by the Finance Director at least twenty (20) days before the hearing. The
4 burden of proof in the appeal shall be on the Town. At the appeal, the licensee may
5 appear with or without counsel and present such evidence as may be relevant. The
6 strict rules of evidence shall not apply to the de novo hearing. If the Town Council
7 finds by a preponderance of the evidence that grounds for suspension or revocation of
8 the license exist as specified in this Chapter, the Town Council may order the license
9 suspended or revoked; provided, however, that if the license is for an
10 accommodation unit the Town Council shall adhere to the provisions of Subsection D
11 of this Section. If the Town Council finds by a preponderance of the evidence that no
12 grounds exist for the suspension or revocation of the license, the appeal shall be
13 sustained, and the Finance Director's order of suspension or revocation shall be set
14 aside. The Town Council's decision shall be final, subject to the right of the licensee
15 to contest the matter in an appropriate court action commenced under rule 106(a)(4)
16 of the Colorado rules of civil procedure. For purposes of determining the time limit
17 for the commencement of an action under rule 106(a)(4) of the Colorado rules of civil
18 procedure, the Town Council's decision shall be deemed to be final upon the
19 Council's issuance of a written order of suspension or revocation of a license.

20 Section 13. Except as specifically amended by this ordinance, the Breckenridge Town
21 Code, and the various secondary codes adopted by reference therein, shall continue in full force
22 and effect.
23

24 Section 14. The Town Council finds, determines, and declares that it has the power to
25 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
26 of the Colorado Constitution, and, particularly, Section 12.1 of the Breckenridge Town Charter.
27

28 Section 15. This ordinance shall be published as required by Section 5.9 of the
29 Breckenridge Town Charter and shall become effective on January 1, 2019.
30

31 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
32 PUBLISHED IN FULL this ____ day of ____, 2018. A Public Hearing shall be held at the
33 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
34 ____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
35 Town.
36

37 TOWN OF BRECKENRIDGE, a Colorado
38 municipal corporation
39
40

41 By: _____
42 Eric S. Mamula, Mayor
43
44

1 ATTEST:

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4 _____
5 Helen Cospolich
6 Town Clerk
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DRAFT August 22, 2018 DRAFT

Additions To The Regulations As Reviewed by the Town Council on August 24, 2018
Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

ADMINISTRATIVE RULES AND REGULATIONS CONCERNING ACCOMMODATION UNIT LICENSING UNDER THE TOWN OF BRECKENRIDGE BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE

Part A - General

1. **Effective Date.** These regulations are effective January 1, 2019.
2. **Authority.** These regulations are issued by the Finance Director of the Town of Breckenridge pursuant to the authority granted by Section 4-1-10-A3 of the Breckenridge Town Code. The term “**Finance Director**” when used in these regulations means the Finance Director of the Town of Breckenridge, or his designee acting pursuant to Section 1-7-2 of the Breckenridge Town Code.
3. **Adoption Procedures.** The procedures set forth in Chapter 18 of Title 1 of the Breckenridge Town Code were followed in connection with the issuance of these regulations. Notice of the adoption of these regulations was given in accordance with the requirements set forth in Section 1-18-3 of the Breckenridge Town Code.
4. **BOLT Ordinance – Defined.** When used in these regulations, the term “**BOLT Ordinance**” means the Town of Breckenridge’s Business and Occupational Licenses and Tax Ordinance, codified at Chapter 1 of Title 4 of the Breckenridge Town Code.
5. **Conflict With BOLT Ordinance.** These regulations are intended to supplement, and not conflict with, the BOLT Ordinance. If there is a conflict between the these regulations and the BOLT Ordinance, the ordinance shall control.
6. **No Repeal of Other Finance Department Regulations.** These regulations do not repeal or replace any administrative rules or regulations, administrative guidelines, or any policies or procedures previously adopted or issued by the Finance Director pursuant to the BOLT Ordinance.
7. **Definitions.**
 - 7.1 All of the definitions in Section 4-1-2 of the BOLT Ordinance are incorporated into and made a part of these regulations.

1 7.2 As used in these regulations “**accommodation unit license**” or “**license**” means a
2 license for an accommodation unit issued by the Finance Director under the
3 BOLT Ordinance.

4 7.3 As used in these regulations “**licensee**” means the person to whom an
5 accommodation unit license has been issued by the Finance Director under the
6 BOLT Ordinance.

7 7.4 As used in these regulations a “~~local~~**responsible agent**” is a management
8 company, rental agent, or individual who has been identified by the licensee as
9 the licensee’s ~~local~~**responsible agent** for purposes of the BOLT Ordinance. See
10 the definition of “~~local~~**responsible agent**” in Section 4-1-2 of the BOLT Ordinance. See
11 **An “alternate responsible agent” is a management**
12 **company, rental agent, or individual who has been identified by the licensee**
13 **as the licensee’s alternate responsible agent to act for the licensee if the**
14 **responsible agent, for any reason, is not successfully contacted (spoken to in**
15 **person by phone) by the Town in response to a complaint. See the definition**
of “responsible agent” in Section 4-1-2 of the BOLT Ordinance.

16 8. **Terminology.**

17 8.1 The pronouns in these regulations apply equally to all genders.

18 8.2 Wherever applicable within this Agreement, the singular includes the plural, and
19 the plural includes the singular.

20 **Part B – Self-Compliance Affidavit**

21 9. **Self-Compliance Affidavit.**

22 9.1 At the time of the application for an initial accommodation unit license the record
23 owner of the accommodation unit that is the subject of the application shall
24 complete and deliver to the Finance Director, along with the application, a Self-
25 Compliance Affidavit. The initial form of Self-Compliance Affidavit shall be that
26 which is attached to these regulations as **Exhibit “A”**. The Finance Director may
27 revise or replace the form of required Self-Compliance Affidavit by posting a new
28 form of Self-Compliance Affidavit on the Town’s website. No formal amendment
29 of these regulations shall be required for the Finance Director to revise or replace
30 the required form of Self-Compliance Affidavit.

31 9.2 If the holder of an accommodation unit license was not required to or did not for
32 any reason submit a Self-Compliance Affidavit to the Finance Director at the time
33 the license was originally issued, such person shall submit a Self-Compliance
34 Affidavit to the Finance Director at the next annual renewal of such license
35 following the issuance of these regulations.

- 1 9.3 When submitted to the Finance Director the Self-Compliance Affidavit shall be
2 complete and correct, and shall contain all information required by the form. No
3 accommodation unit license will be issued until a properly completed Self-
4 Compliance Affidavit has been received and approved by the Finance Director.
- 5 9.4 A Self-Compliance Affidavit that is submitted to the Finance Director shall be
6 ~~subscribed and sworn to before a notary public by the person signing such~~
7 ~~affidavit. The notary's signature block in the jurat shall contain all information~~
8 ~~required by applicable law in order to make the notarization valid under the law of~~
9 ~~the state where such notarization occurred.~~ **properly signed by the owner(s) of**
10 **the Accommodation Unit, and shall be submitted at the time of application**
11 **for a new license, or for renewal of the same.**
- 12 9.5 The record owner of the accommodation unit that is the subject of the application
13 may designate an agent to sign the Self-Compliance Affidavit for such owner.
14 Such designation shall be by a proper Power of Attorney or other form of
15 authorization acceptable to the Finance Director. Subject to Rule 9.6, a record
16 owner who has designated an agent to sign the Self-Compliance Affidavit for him
17 is bound by the representations made to the Finance Director by such agent in the
18 Self-Compliance Affidavit.
- 19 9.6 During the term of an accommodation unit license the licensee shall promptly
20 notify the Finance Director in writing of any information in the Self-Compliance
21 Affidavit filed with the Finance Director that the licensee determines is incorrect,
22 incomplete, or misleading in any material respect. The failure of a licensee to
23 correct a Self-Compliance as required by this Rule is a violation of the BOLT
24 Ordinance.
- 25 9.7 At the time a request to renew an accommodation unit license is filed with the
26 Finance Director the license holder shall review the Self-Compliance Affidavit
27 form to make certain that the licensee is aware of all of the requirements for the
28 licensed accommodation unit contained in the affidavit.
- 29 9.8 The Finance Director shall maintain a permanent record of all Self-Compliance
30 Affidavits, Powers of Attorneys, and other documents related to a license or an
31 application for a license submitted to him by an applicant for an accommodation
32 unit license.

33 **Part C – LocalResponsible Agent**

- 34 10. **LocalResponsible Agent – Purpose.** The purpose of having a ~~local~~**responsible** agent is
35 to have a person who will act as a local contact for the accommodation unit and who will
36 promptly ~~respond to~~**address** the needs of guests occupying the accommodation unit, and
37 who will also respond to ~~complaints~~**any complaint** concerning the use or occupancy of
38 the accommodation unit as required by these regulations.

11. **Designation of ~~Local~~Responsible Agent Required.** Each licensee shall designate a ~~local~~responsible agent for the licensee's licensed accommodation unit. The form of designation shall be established by the Finance Director. The failure of a licensee to designate a ~~local~~responsible agent as required by this Rule is a violation of the BOLT Ordinance. A licensee may, at the licensee's option, identify an alternate responsible agent to act for the licensee if the responsible agent, for any reason, is not successfully contacted (spoken to in person by phone) by the Town in response to a complaint.

12. **~~Local~~Responsible Agent's Acceptance of Designation.** At the time of designation a ~~local~~responsible agent shall accept such designation in writing. The form of designation shall be established by the Finance Director; provided, however, the form of acceptance shall contain an acknowledgment that the ~~local~~responsible agent has read and is familiar with the ~~local~~responsible agent's duties and obligations under these regulations, and the possible consequences of the ~~local~~responsible agent not complying with these regulations. The requirements of this Rule 12 shall apply equally to an alternate responsible agent designated by a licensee.

Part D - Complaints

13. Complaint Procedure.

13.1 Complaints concerning the use or occupancy of a licensed accommodation unit may be made to the Town by contacting the Town online or through the Town's call center. The subject of the complaint may include, without limitation, such things as parking, trash, noise, or other concerns related to the accommodation unit. The Town's call center will provide the complaining party with a reference number for the complaint; however, no anonymous complaints made through the call center will be processed.

13.2 ~~The local agent for an accommodation unit will be notified when~~When a complaint concerning an accommodation unit has been received by the Town the call center will attempt to contact the responsible agent for an accommodation unit using the telephone number on file with the Town for the responsible agent. If the responsible agent can be reached by telephone, the agent will be notified of the details of the complaint as filed with the call center. If the licensee's responsible agent cannot be reached by telephone, the call center will attempt to notify a licensee's alternate agent that a complaint concerning the ~~accommodating~~accommodation unit has been received by. The phone number used to attempt to contact an alternate responsible agent shall be the phone number for the alternate responsible agent on file with the Town. The time that the ~~local agent~~responsible agent (or the alternate responsible agent, if applicable) was notified shall be recorded by the call center.

1 13.3 The local agent responsible agent (or the alternate responsible agent, if
2 applicable) is required to respond to and attempt to resolve address in good faith
3 the issue that was subject of the complaint within sixty (60) minutes of having
4 been notified of the complaint, ~~including visiting the site if necessary. Site visits~~
5 ~~should be made at the discretion of the local agent. The local agent .~~ A
6 responsible agent (or alternate responsible agent, if applicable) may initially
7 respond to a complaint by contacting the renter of the accommodation unit,
8 by telephone, other electronic form of communication, or in person, and
9 requesting the renter to take such action as is required to eliminate the
10 problem that was the subject of the complaint. A proper response to a
11 complaint may also require the responsible agent (or alternate responsible
12 agent, if applicable) to visit the accommodation unit if such action is
13 necessary to attempt in good faith to eliminate the problem that was the
14 subject of the complaint.

15 13.4 A responsible agent (or an alternate responsible agent if applicable), is not
16 required to, and should not, place themselves in a situation that could cause
17 them physical harm in order to attempt to address a complaint.

18 13.5 The responsible agent (or the alternate responsible agent, if applicable) shall
19 promptly notify the Town's call center if the agent believes that complaint has
20 been successfully resolved eliminated by the agent. If the Town's call center
21 does not receive notification from the local responsible agent that the complaint
22 has been successfully resolved eliminated with sixty (60) minutes of the agent
23 having been notified of the complaint, it shall be presumed that the complaint has
24 not been successfully resolved eliminated, and the complaining party may follow
25 up with the call center with the reference number issued for the original
26 complaint.

27 13.6 13.4 If the complaint involves the immediate health and safety of any person or
28 property, the local agent or if, despite good faith efforts, the problem that was
29 the subject of the complaint cannot be eliminated, the responsible agent
30 responsible agent (or the alternate responsible agent, if applicable) shall
31 immediately contact the appropriate local authorities Breckenridge Police
32 Department, and follow any direction(s) given to the agent by such
33 authorities the Police Department.

34 13.7 13.5 If a complaint is not resolved eliminated to the satisfaction of the
35 complaining party, the complaining party may file a formal complaint with the
36 Town. If a complaint is filed, it will be investigated by the staff of the Finance
37 Department. If the staff determines that there are reasonable grounds to believe
38 that a violation of the BOLT Ordinance, or any of these regulations that is
39 described as a violations of the BOLT Ordinance, can be proven by a
40 preponderance of the evidence, then a hearing shall be held by the Finance
41 Director pursuant to Section 4-1-10-1 of the BOLT Ordinance. If at a hearing the

Finance Director determines that the licensee violated the BOLT Ordinance, or any of these regulations that is described as a violations of the BOLT Ordinance, the penalty for such a violation may include suspension or revocation of the licensee's accommodation unit license as provided in Section 4-1-0-10 of the BOLT Ordinance.

13.8 ~~13.6~~ If a ~~local~~responsible agent (or the alternate responsible agent, if applicable) fails to respond to a complaint within sixty (60) minutes as required by Rule 13.3, the staff of the Finance Department shall investigate the matter and if the staff determines that there are reasonable grounds to believe that a violation of Rule 13.3 by the ~~local agent~~responsible agent (or the alternate responsible agent, if applicable) can be proved by a preponderance of the evidence, then a hearing may be held by the Finance Director pursuant to Section 4-1-10-1 of the BOLT Ordinance.

13.9 ~~13.7~~ **Licensee Bound By Acts of ~~Local~~Responsible Agent.** A licensee is bound by the actions (and inactions) of the licensee's ~~local~~responsible agent and any alternate responsible agent. The failure of the licensee's ~~local agent~~responsible agent (or an alternate responsible agent, if applicable) to respond to a complaint as required by Rule 13.3 may properly be treated by the Finance Director as a violation of these regulations by the licensee, and may result in the Finance Director setting a formal hearing on the licensee's accommodation unit license pursuant to Section 4-1-10-1 of the BOLT Ordinance. If such a hearing is held and the licensee is found to have violated the BOLT Ordinance, the penalty for such a violation could include suspension or revocation of the licensee's accommodation unit license as provided in Section 4-1-0-10 of the BOLT Ordinance.

13.10 ~~13.8~~ **Failure of ~~Local~~Responsible Agent to Timely Respond to Complaints.** If a ~~local~~responsible agent fails two or more times within a period of twelve (12) consecutive months to respond to a complaint about the accommodation unit for which the agent has been designated within the sixty (60) minute time period described in Rule 13.3 the Finance Director may set a formal hearing on the possible suspension or revocation of the licensee's accommodation unit license for which the ~~local agent~~responsible agent (or the alternate responsible agent, if applicable) is the designated agent. In addition to other penalties provided in the BOLT Ordinance, if it demonstrated to the Finance Director that the ~~local~~ ~~agent~~responsible agent (or the alternate responsible agent, if applicable) has failed to timely respond to a complaint as required by these regulations two or more times within a period of twelve (12) consecutive months, the Finance Director may disqualify the ~~local agent~~responsible agent or the alternate responsible agent, if applicable, from being a ~~local~~responsible agent for any accommodation unit within the Town for a fixed period of time, not to exceed one (1) year.

1 **Part E – Unlawful Acts**

- 2 14. **Unlawful Act – Acting As ~~Local~~Responsible Agent When Disqualified.** It is a
3 misdemeanor municipal offense for any person to act as a ~~local~~responsible agent for an
4 accommodation unit pursuant to the BOLT Ordinance at any time when such person has
5 been disqualified from acting as a ~~local~~responsible agent by the Finance Director
6 pursuant to Section ~~43.9~~13.10 of these regulations. Such violation may be enforced in the
7 Town’s Municipal Court pursuant to Section 4-1-10A3 of the BOLT Ordinance.

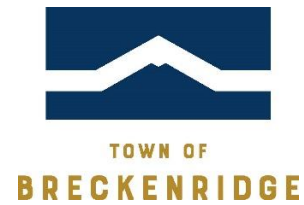
8 **Part F – Questions**

- 9
10 15. **Questions.** Questions concerning the Town’s Business and Occupational Licenses and
11 Tax Ordinance or these regulations should be directed to the Finance Director of the
12 Town of Breckenridge, 150 Ski Hill Road, PO Box 8629, Breckenridge, CO 80424, 970-
13 547-3193.

14 Dated: _____, 2018

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19 _____
20 Brian Waldes, Finance Director
21 Town of Breckenridge, Colorado
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400-3-9\Accommodation Units Administrative Regulations_4 (08-22-18)(blacklined vs. draft reviewed by TC on 08-14-18)



Memo

To: Breckenridge Town Council Members
From: Anne Murphy, Open Space & Trails Manager
Date: 8/22/2018
Subject: Ordinance to Approve Lease for Trail Use

This ordinance would allow the Town of Breckenridge to continue using the Christie Heights/Cucumber Creek Estates property adjacent to Breckenridge Nordic Center for summer and winter trail use. Because Cucumber Creek Estates is being developed in phases over a number of years, the developers wish to allow continued summer and winter trail use until each parcel is developed.

Staff supports the passage of this ordinance and will be in attendance to answer questions.

1 ***FOR WORKSESSION/FIRST READING – AUGUST 28***

2
3 COUNCIL BILL NO. ____

4
5 Series 2018

6
7 AN ORDINANCE APPROVING A LEASE WITH CHRISTIE HEIGHTS PARTNERSHIP, A
8 CALIFORNIA GENERAL PARTNERSHIP, AND CUCUMBER CREEK ASSOCIATES, LLC,
9 A COLORADO LIMITED LIABILITY COMPANY

10
11 WHEREAS, Christie Heights Partnership, a California general partnership, and
12 Cucumber Creek Associates, LLC, a Colorado limited liability company, own the following real
13 property located in the Town of Breckenridge, Summit County, Colorado:

14
15 Tracts A, B, C, D, E and F, Cucumber Creek Estates Subdivision, according to the
16 plat thereof recorded June 19, 2018 under Reception No. 1172546 of the real
17 property records of the Clerk and Recorder of Summit County, Colorado

18
19 (the “**Property**”)

20
21 ; and

22
23 WHEREAS, Christie Heights Partnership, a California general partnership, and
24 Cucumber Creek Associates, LLC, a Colorado limited liability company, have agreed to lease
25 the Property to the Town; and

26
27 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

28
29 The council may lease, for such time as council shall determine, any real or
30 personal property to or from any person, firm, corporation, public and private,
31 governmental or otherwise.

32
33 and;

34
35 WHEREAS, a proposed Lease between the Town, Christie Heights Partnership, a
36 California general partnership, and Cucumber Creek Associates, LLC, a Colorado limited
37 liability company, has been prepared, a copy of which is marked **Exhibit “A”**, attached hereto,
38 and incorporated herein by reference; and

39
40 WHEREAS, the Town Council has reviewed the proposed Lease, and finds and
41 determines that it should be approved; and

42
43 WHEREAS, the proposed Lease has a term longer than one year; and
44

1 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
2 lease entered into by the Town which exceeds one year in length must be approved by ordinance.

3
4 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
5 BRECKENRIDGE, COLORADO:

6 Section 1. The proposed Lease between the Town, Christie Heights Partnership, a
7 California general partnership, and Cucumber Creek Associates, LLC, a Colorado limited
8 liability company (**Exhibit "A"**) is approved, and the Town Manager is hereby authorized,
9 empowered, and directed to execute such Lease for and on behalf of the Town of Breckenridge.

10
11 Section 2. The Town Council hereby finds, determines and declares that it has the
12 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
13 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
14 Charter.

15
16 Section 3. This ordinance shall be published and become effective as provided by
17 Section 5.9 of the Breckenridge Town Charter.

18
19 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
20 PUBLISHED IN FULL this ____ day of ____, 2018. A Public Hearing shall be held at the
21 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
22 _____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal
23 Building of the Town.

24 TOWN OF BRECKENRIDGE, a Colorado
25 municipal corporation
26
27

28
29 By: _____
30 Eric S. Mamula, Mayor
31

32 ATTEST:
33
34
35

36 _____
37 Helen Cospolich, CMC,
38 Town Clerk
39
40
41
42
43
44

1 LEASE
2

3 THIS LEASE ("***Lease***") is dated _____, 2018 and is between
4 CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership, and Cucumber Creek
5 Associates, LLC a Colorado Limited Liability Company, collectively ("***Landlord***") and the
6 TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("***Tenant***").
7

8 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following
9 real property located in the Town of Breckenridge, Summit County, Colorado:
10

11 Tracts A, B, D, E and F, Cucumber Creek Estates Subdivision, according to the
12 plat thereof recorded June 19, 2018 under Reception No. 1172546 of the real
13 property records of the Clerk and Recorder of Summit County, Colorado
14

15 (the "***Property***")
16

17 upon the following terms and conditions:
18

19 1. Term. The term of this Lease began as of 12:01 A.M. on the date of this Lease, and
20 will continue from time to time until terminated as provided in Section 2.
21

22 2. Termination.
23

24 2.1 This Lease may be terminated by the owner of any of the Tracts that comprise the
25 Property, in such owner's sole and absolute discretion and without liability for breach of this
26 Lease, upon not less than sixty (60) days' prior written notice of termination to the Tenant given
27 in accordance with Section 23, with a copy to the Summit County, Colorado Assessor; provided,
28 however, that such notice may not be given between September 1 of any year and January 31 of
29 the next calendar year. Such notice of termination shall only apply to Tract(s) described in such
30 owner's notice; this Lease shall continue as to all other Tract(s) until terminated by the owner(s)
31 of such Tract(s) in accordance with this Section 2.1.
32

33 2.2 The Tenant may also terminate this Lease, in its sole and absolute discretion and
34 without liability for breach of this Lease, upon not less than thirty (30) days' prior written notice
35 of termination to the Landlord given in accordance with Section 23, with a copy to the Summit
36 County, Colorado Assessor.
37

38 3. Rent. The total rent to be paid by the Tenant for the full term of this Lease is One
39 Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by Landlord.
40

41 4. Quiet Enjoyment. Landlord covenants that upon Tenant's payment of the rent and
42 performance of the covenants herein contained Tenant will peacefully and quietly have, hold,
43 and enjoy the Property for the agreed term.
44

45 5. Use Of Property. The Property may be used by the Tenant only as follows: (a) for
46 hiking, non-motorized biking, and nature programs during the summer months (May through

1 October); and (b) for Nordic skiing, snowshoeing, and similar winter recreational activities
2 during the winter months (November through April), together with such other uses and programs
3 as may be agreed to by the parties. Except for: (a) trail grooming equipment used in connection
4 with Nordic skiing and (b) motorized vehicles used by Tenant for maintenance and management
5 of the Property, no motorized vehicles are permitted on the Property. No other use of the
6 Property will be made by Tenant without Landlord's prior written consent. Landlord will have
7 the right to use the Property for any purpose that does not unreasonably interfere with Tenant's
8 use rights provided in the Lease, with Landlord's uses to include, but not be limited to, activities
9 associated with maintenance of forest health and planning for development.

10
11 6. No Hazard or Nuisance. Tenant will not maintain, commit, or permit the maintenance
12 or commission of any hazard or nuisance on the Property.

13
14 7. Taxes. This Lease has been entered into by Landlord and Tenant based on the
15 understanding that the Property will be exempt from general property taxation during the term of
16 this Lease pursuant to §39-3-124(1)(b)(I), C.R.S. Tenant agrees to provide the Summit County,
17 Colorado Assessor (the "Assessor") with a copy of this Lease immediately following its signing,
18 and to provide such other information as may be requested by the Assessor with respect to the
19 Assessor's determination of the tax status of the Property. If the Assessor determines that the
20 Property is subject to general property taxation during the term of this Lease, this Lease may be
21 terminated by Landlord pursuant to Section 2.1.

22
23 8. Improvements. The Property is leased without any improvements on it. Tenant will
24 make no improvement to the Property without the prior written consent of Landlord, which
25 consent may be withheld in Landlord's sole and absolute discretion. Any improvement built,
26 constructed, or placed on the Property by Tenant will, unless otherwise provided by written
27 agreement between Landlord and Tenant, be removed from the Property at the expiration or
28 sooner termination of this Lease at Tenant's sole cost and expense.

29
30 9. Assignment And Sublease. Tenant will not sublet or license the Property or assign
31 this Lease without the prior written consent of the Landlord, which consent may be withheld in
32 Landlord's sole and absolute discretion; provided, however, Tenant may sublet or license the
33 Property to the operator of the Breckenridge Nordic Center for its wintertime use in connection
34 with the operation of the Breckenridge Nordic Center without Landlord's consent, provided that
35 such operator must be required to comply with all of the terms and conditions of this Lease and
36 must agree in writing to provide Landlord with the same indemnification as is provided for in
37 Section 8.1 of the License Agreement dated December 7, 2012, and with general liability
38 insurance as required by Section 8.2(a) of such License Agreement.

39
40 10. Condition of the Property. Tenant will, at Tenant's sole expense, keep and maintain
41 the Property in a good, clean, sanitary, and safe condition throughout the term of this Lease.

42
43 11. Surrender of Property. At the end of this Lease Tenant will surrender the Property to
44 the Landlord in as good a condition as existed at the time of the commencement of this Lease,
45 normal wear and tear excepted. At the end of this Lease Tenant will remove its property from the
46 Property at Tenant's sole cost and expense. Any of Tenant's property not removed from the

1 Property at the end of this Lease will be considered abandoned and Landlord will have the right
2 (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the property at the
3 expense of the Tenant and Landlord will not be accountable to the Tenant for any part of the
4 proceeds of such sale, if any.
5

6 12. Inspection Of Property. Tenant acknowledges that it has inspected the Property and
7 is aware of its geological and topographical condition. Tenant accepts the Property in "AS IS"
8 condition without recourse to Landlord for any dangerous conditions, known or unknown.
9 Tenant further agrees that the Property was at the time of the commencement of this Lease in a
10 safe, clean, and tenantable condition.
11

12 13. Liens. Tenant will not permit the creation of any lien upon the Property. The
13 indemnification provisions of this Lease apply to any such lien. If, because of any act or
14 omission of Tenant, and resulting from Tenant's work on the Property, any mechanic's or other
15 lien, charge or order for the payment of money is filed against the Property, Tenant will, at its
16 own cost and expense, cause the same to be discharged of record or bonded within ninety (90)
17 days from the filing of such lien.
18

19 14. Hazardous Materials. Tenant will not store or permitted the storage on the Property
20 of any type of hazardous or similar material which is regulated by federal, state or local
21 regulation.
22

23 15. Tenant Default. Tenant will be in default under this Lease if Tenant fails to comply
24 with any of the terms, provisions or covenants of this Lease within three (3) days following
25 services of a demand for compliance notice by Landlord in accordance with Colorado law.
26 However, if the default cannot be corrected within three (3) days, the Tenant will not be in
27 default if it begins to correct the default within three (3) days of receipt of the demand for
28 compliance notice thereafter corrects the default with due diligence. Service of a demand for
29 compliance notice by Landlord may be made in the manner provided in Section 23 for the giving
30 of notice under this Lease.
31

32 16. Landlord's Remedies Upon Default. If the Tenant is in default under this Lease,
33 Landlord has all of the remedies provided for in such circumstances by Colorado law, including
34 without limitation, the right to terminate this Lease by written notice to Tenant, in which event
35 Tenant will immediately surrender the Property to Landlord. If Tenant fails to surrender
36 possession Landlord may, without prejudice to any other remedy which it may have for
37 possession or arrearages in rent, enter upon and take possession of the Property and expel or
38 evict Tenant and any other person who may be occupying the Property or any part thereof, by
39 force if necessary, without being liable for any claim for damages therefor.
40

41 17. Holdover By Tenant. If Tenant remains in possession of the Property with the
42 consent of Landlord after the expiration of this Lease, then a new tenancy from month to month
43 will be created between Landlord and Tenant that will be subject to all the terms and conditions
44 of this Lease, but will be terminable upon ten (10) days' written notice served by either Landlord
45 or Tenant on the other party.
46

1 18. Insurance.

2
3 18.1 Throughout the term of this Lease Tenant will procure and maintain general
4 liability insurance with minimum combined single limits of not less than the limits of liability
5 established under the Colorado Governmental Immunity Act (§24-10-101, et seq., C.R.S.), as
6 amended from time to time (the "***Act***"), which limits are as of the commencement of this Lease
7 \$387,000 for injuries or damages sustained to one person in any single occurrence and
8 \$1,093,000 for injuries or damages sustained to two or more persons in any single occurrence.
9 Such coverages will be procured and maintained with forms and insurers reasonably acceptable
10 to the Landlord. All coverages will be continuously maintained to cover all liability, claims,
11 demands, and other obligations assumed by Tenant pursuant to Section 21. In the case of any
12 claims-made policy, the necessary retroactive damages and extended reporting periods will be
13 procured to maintain such continuous coverages.
14

15 18.2 The general liability insurance policy required by Section 18.1 will be endorsed to
16 include the Landlord as an additional insured. Every policy required above will be primary
17 insurance, and any insurance carried by Landlord is excess and not contributory insurance to that
18 provided by Tenant. Tenant is solely responsible for any deductible losses under any policy
19 required above.
20

21 18.3 A certificate of insurance will be completed by Tenant's insurance agent and
22 provided to the Landlord as evidence that policies providing the required coverages, conditions,
23 and minimum limits are in full force and effect. The certificate will identify this Lease and will
24 provide that the coverages afforded under the policies will not be canceled or terminated until at
25 least thirty (30) days' prior written notice has been given to Landlord. The completed certificate
26 of insurance will be sent to:
27

28 Christie Heights Partnership
29 P.O. Box 2340
30 Breckenridge, CO 80424
31

32 AND
33

34 Cucumber Creek Associates, LLC
35 P.O. Box 7
36 Breckenridge, CO 80424
37

38 18.4 Notwithstanding any other portion of this Lease, failure on the part of Tenant to
39 procure or maintain policies providing the required coverages, conditions, and minimum limits
40 throughout the term of this Lease will constitute a material breach of this Lease for which
41 Landlord may immediately terminate this Lease.
42

43 19. No Waiver Of Governmental Immunity. Landlord acknowledges that Tenant is
44 relying on, and does not waive or intend to waive by any provision of this Lease, the monetary
45 limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights,

1 immunities, and protections provided by the Act, or any other limitation or defense otherwise
2 available to Tenant, its officers, or its employees.

3
4 20. Lease Subject To State Law. This Lease is intended to be subject to the terms,
5 provisions and limitations of Article 41 of Title 33, C.R.S., including, but not limited to, the
6 limitations on landowner liability set forth in §33-41-103, C.R.S. This Lease constitutes
7 permission by Landlord for the use of the Property by Tenant, without charge, for recreational
8 purposes as defined by such law.

9
10 21. Indemnification. To the extent of the limits of liability for Colorado municipalities
11 established from time to time by the Act, Tenant will indemnify and defend Landlord against all
12 claims, demands, judgments and causes of action (including Landlord's reasonable attorney's
13 fees) arising from Tenant's or the general public's use of the Property pursuant to this Lease;
14 provided, however, Tenant has no obligation to Landlord under this Section 21 to the extent that
15 any such claim, demand, judgment or cause of action through the negligence or intentional
16 wrongful act of Landlord, its agents, employees, partners, officers, contractors, licensees, lessees,
17 successors or assigns, or Landlord's breach of this Lease; and, provided further, that Town's
18 obligations under this Section 21 will in no event exceed the monetary limitations established
19 from time to time by the Act.

20
21 22. Attorney's Fees. If a legal action is filed by either party to recover for breach of this
22 Lease, or to enforce a party's rights arising from or in connection with this Lease, the prevailing
23 party will be awarded its reasonable attorneys' fees and costs in such action. For purposes of this
24 section, "**Prevailing Party**" means a party that is awarded, by verdict, judgment, order or
25 award, at least 50% of the highest total damages disclosed or claimed in writing by said party at
26 any time in the action. Should neither party be a Prevailing Party, each party will pay its own
27 costs and fees incurred in connection with the legal action. Should both parties be a Prevailing
28 Party, both will be entitled to recover their reasonable attorneys' fees and costs respectively, as
29 proved by them and determined by the judge.

30
31 23. Notices. All notices required or permitted under this Lease will be given by
32 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
33 carrier delivery, or by telecopies, directed as follows:

34
35 If intended for Tenant, to:

36
37 Town of Breckenridge
38 P.O. Box 168
39 150 Ski Hill Road
40 Breckenridge, Colorado 80424
41 Attn: Town Manager
42 Telecopier number: (970)547-3104
43 Telephone number: (970)453-2251
44

45 with a copy in each case (which will not constitute notice) to:
46

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

9 If intended for Landlord, to:

10
11 Christie Heights Partnership
12 Timothy J. Casey, Managing Partner
13 P.O. Box 2340
14 Breckenridge, CO 80424
15

16 Telecopier number: (970) 453-5490
17 Telephone number: (970) 453-2571
18

19 with a copy in each case (which will not constitute notice) to:

20
21 Stephen C. West, Esq.
22 West Brown
23 P. O. Box 588
24 Breckenridge, Colorado 80424
25

26 Telecopier number: (970) 453-0192
27 Telephone number: (970) 453-2901
28

29 AND

30
31 Cucumber Creek Associates, LLC
32 Thomas Begley, Manager
33 P.O. Box 7
34 Breckenridge, CO 80424
35

36 Any notice delivered by mail in accordance with this Section 23 will have been duly given and
37 received on the third business day after the same is deposited in any post office or postal box
38 regularly maintained by the United States postal service. Any notice delivered by telecopier in
39 accordance with this Section 23 will have been duly given and received upon receipt if
40 concurrently with sending by telecopier receipt is confirmed orally by telephone. Any notice
41 delivered by hand or commercial carrier will be duly given and received upon actual receipt.
42 Either party, by notice given as provided above, may change the address to which future notices
43 may be sent. E-mail is not an acceptable method for giving notice under this Agreement.
44

45 24. Time Of Essence. Time is of the essence of this Lease.
46

1 25. No Partnership. Landlord is not a partner, associate or joint venturer of Tenant in the
2 conduct of its business.

3
4 26. Third Parties. This Lease does not grant to any third party (except a party to whom
5 the Tenant may sublease this Lease as provided in Section 9) any right to claim damages or to
6 bring suit, action or other proceeding against the Landlord because of any breach hereof or
7 because of any of the terms, covenants, agreements and conditions herein.

8
9 27. Complete Agreement. This Lease contains the complete and final expression of the
10 agreement between the parties as to the subject matter of this Lease, and that there are no
11 promises, representations, or inducements except as are herein set forth.

12
13 28. Modification. This Lease may be modified or amended only by a duly authorized
14 written instrument executed by the parties hereto. Oral amendments to this Lease are not
15 permitted.

16
17 29. Applicable Law. This Lease is to be interpreted in accordance with the laws of the
18 State of Colorado. The parties agree to the jurisdiction and venue of the courts of Summit
19 County, Colorado in connection with any dispute arising out of or in any matter connected with
20 this Lease.

21
22 30. Counterparts. This Lease may be execute simultaneously in two or more
23 counterparts, each of which will be considered an original for all purposes and all of which
24 together will constitute but one and the same instrument.

25
26 31. Section Headings. Section headings are inserted for convenience only and in no way
27 limit or define the interpretation to be placed upon this Lease.

28
29 32. Waiver. The failure of either party to exercise any of its rights under this Lease is not
30 a waiver of those rights. A party waives only those rights specified in writing and signed by the
31 party waiving its rights.

32
33 33. Terminology. wherever applicable within this Agreement, the singular shall include
34 the plural, and the plural shall include the singular.

35
36 34. No Adverse Construction. Both parties acknowledge having had the opportunity to
37 participate in the drafting of this Lease. This Lease is not to be construed against either party
38 based upon authorship.

39
40 35. No Recording. This Lease is **NOT** to be recorded in the real property records of the
41 Clerk and Recorder of Summit County, Colorado.

42
43 36. Binding Effect. This Lease is binding upon, and inures to the benefit of, the parties
44 and their respective successors and permitted assigns.

1 37. Copy of Agreement. Both parties hereby acknowledge receipt of a complete and
2 signed copy of this Lease.
3

4 TENANT:

5
6 TOWN OF BRECKENRIDGE, a
7 Colorado municipal corporation
8
9

10
11 By _____
12 Rick G. Holman, Town Manager
13

14 ATTEST:

15
16
17
18 _____
19 Helen Cospolich, CMC, Town Clerk
20
21

22 LANDLORD:

23
24 CHRISTIE HEIGHTS PARTNERSHIP, a
25 California general partnership
26
27

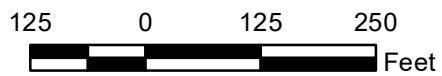
28
29 By: _____
30 Timothy J. Casey, Managing Partner
31
32

33 CUCUMBER CREEK ASSOCIATES, LLC
34 a Colorado Limited Liability Company
35
36
37




38 By: _____
39 Thomas Begley, Manager
40
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TOWN OF BRECKENRIDGE
OPEN SPACE & TRAILS



Cucumber Creek Estates

-  Cucumber Creek Estates
-  TOB Open Space
-  Trails





Memo

To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
Date: 8/22/2018
Subject: Unmanned Aircraft Systems (UAS) Ordinance Revision

Recently the Colorado legislature passed and the Governor signed a new law dealing with interference with police, fire, etc. by use of an unmanned aircraft system, or drone. After reviewing the previous state statute (CRS 18-8-104) and the new House Bill amending the previous statute, staff recommends updating the Town of Breckenridge ordinance to incorporate the revised state language.

The current Town ordinance clearly states it is unlawful to operate a drone in a way that interferes with "law enforcement, firefighting, or any other government emergency operations". The revised ordinance language provides a specific prohibition against obstruction "a peace officer, firefighter, emergency medical service provider, rescue specialist, or volunteer". Obstruction includes intentionally, knowingly, or recklessly operating a UAS in a way that obstructs, impairs or hinders the noted emergency service branches. The code revision does allow for the use of a drone by emergency services personnel.

This change would bring the Town code into agreement with State Statute.

Tim Berry and I will be present at the work session on Tuesday, August 28th to answer any questions.

1 ***DRAFT August 22nd, 2018 DRAFT***

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2018

9
10 AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE
11 TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF OBSTRUCTING A PEACE
12 OFFICER, FIREFIGHTER, EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE
13 SPECIALIST, OR VOLUNTEER BY USE OF AN UNMANNED AIRCRAFT SYSTEM
14 (UAS)
15

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

19 Section 1. Section 5-14-4 of the Breckenridge Town Code is amended to read as follows:

20 5-14-4: UNLAWFUL ACTS: It is unlawful to operate a UAS:

21
22 A. In a reckless or careless manner so as to endanger the life or property of
23 another. In any proceeding alleging a violation of this Section, the factfinder shall
24 consider the standards for safe operation of aircraft prescribed by federal statutes
25 or regulations governing UASs.
26

27 B. If the UAS is equipped with a firearm or other deadly weapon.
28

29 C. For the purpose of conducting surveillance, unless permitted by law.
30

31 ~~D. In a manner that interferes with law enforcement, firefighting, or any other~~
32 ~~government emergency operations.~~
33
34

35 Section 2. Chapter 14 of Title 5 of the Breckenridge Town Code is amended by the
36 addition of a new Section 5-14-4-1, to be entitled "Obstructing a Peace Officer, Firefighter,
37 Emergency Medical Services Provider, Rescue Specialist, or Volunteer By Use Of UAS," which
38 shall read in its entirety as follows:
39

40 **5-14-4-1: OBSTRUCTING A PEACE OFFICER, FIREFIGHTER,**
41 **EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE**
42 **SPECIALIST, OR VOLUNTEER BY USE OF UAS:**
43

1 A. Except as provided in Subsection C of this Section, it is unlawful for any
2 person to intentionally, knowingly, or recklessly operate a UAS in a manner
3 that obstructs, impairs, or hinders:

4
5 1. the enforcement of the penal law or the preservation of the peace by a
6 peace officer, acting under color of his or her official authority;

7
8 2. the prevention, control, or abatement of fire by a firefighter, acting under
9 color of his or her official authority;

10
11 3. the administration of medical treatment or emergency assistance by an
12 emergency medical service provider or rescue specialist, acting under color
13 of his or her official authority; or

14
15 4. the administration of emergency care or emergency assistance by a
16 volunteer, acting in good faith to render such care or assistance without
17 compensation at the place of an emergency or accident.

18
19 B. It is not a defense to a prosecution under this Section that the peace
20 officer was acting in an illegal manner, if he or she was acting under color of
21 his or her official authority. A peace officer “acts under color of his or her
22 official authority” if, in the regular course of assigned duties, he or she makes
23 a judgment in good faith based on surrounding facts and circumstances that
24 he or she must act to enforce the law or preserve the peace.

25
26 C. Subsection A of this Section does not apply if the person who operates the
27 UAS: (a) obtains permission to operate the UAS from a law enforcement
28 agency or other entity that is coordinating the response of peace officers,
29 firefighters, emergency medical service providers, rescue specialists, or
30 volunteers to an emergency or accident; (b) continues to communicate with
31 such entity during the operation of the UAS; and (c) complies immediately
32 with any instructions from the entity concerning the operation of the UAS.

33
34 D. As used in this Section, unless the context clearly requires otherwise:

35
36 “Peace Officer” has the meaning provided in Section 6-3-5 of this Code.

37
38 “Firefighter” means an officer or member of a fire department or fire
39 protection or fire-fighting agency of the state, or any municipal or quasi-
40 municipal corporation in this state, whether that person is a volunteer or
41 receives compensation for services rendered as such firefighter.

42
43 “Emergency Medical Service Provider” means a member of a public or
44 private emergency medical service agency, whether that person is a volunteer
45 or receives compensation for services rendered as such emergency serve
46 provider.

1
2 **“Rescue Specialist” means a member of a public or private rescue agency,**
3 **whether that person is a volunteer or receives compensation for services**
4 **rendered as such rescue specialist.**

5
6 **“Volunteer” means a person performing services to assist a peace officer,**
7 **firefighter, emergency service provider, or rescue specialist at the site of an**
8 **emergency or accident without compensation, other than reimbursement for**
9 **actual expenses incurred.**

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

13
14 Section 4. The Town Council hereby finds, determines and declares that this ordinance is
15 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
16 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
17 thereof.

18
19 Section 5. The Town Council hereby finds, determines and declares that it has the power
20 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
21 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

22
23 Section 6. This ordinance shall be published and become effective as provided by Section
24 5.9 of the Breckenridge Town Charter.

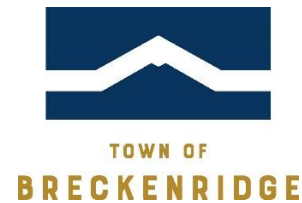
25
26 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
27 PUBLISHED IN FULL this ____ day of ____, 2018. A Public Hearing shall be held at the
28 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
29 ____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
30 Town.

31
32 TOWN OF BRECKENRIDGE, a Colorado
33 municipal corporation

34
35
36 By: _____
37 Eric S. Mamula, Mayor

38
39 ATTEST:

40
41
42 _____
43 Helen Cospolich, CMC,
44 Town Clerk



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Assistant Director of Community Development
Date: 8/22/2018
Subject: TDR Density Sunset Covenant for Carter Park/Denison Apartments

Per the recent Development Agreement approved by the Council with M.K. Development Corporation, the agreement specifies the number of TDRs that the Town agrees to transfer to the Denison Placer Apartments project for the deed-restricted housing in the project. Attached is a resolution and a density sunset covenant that will extinguish density to account for the deed-restricted housing. Background on the density transfer is included below.

JUBMP Policy Direction

The Joint Upper Blue Master Plan (JUBMP) provides policy direction on a number of land use issues in the Upper Blue Basin. The JUBMP has been adopted by the towns of Breckenridge and Blue River and Summit County. One of the major policy discussions that occurred in the 2011 update to the JUBMP was density for affordable housing. A policy related to this issue requires the Town of Breckenridge to extinguish density it owns to account for density in new affordable housing projects.

On July 10, 2018 the Council adopted an ordinance amending the Town's Development Code as follows:

E. Density For Attainable Workforce Housing Projects:

*(1) When new attainable workforce housing projects are developed within the corporate limits of the town, the town government shall transfer density it owns to the attainable workforce housing project at a **one to two (1:2)** ratio (i.e., transfer 1 development right for every 2 attainable workforce housing project units permitted to be built).*

Density at Denison Placer Apartments and Carter Park

The Denison Placer Apartments housing project is comprised of 32 apartment units, half of which have an employee housing deed restriction. Per the Development Agreement approved for the project site by Town Council, the Town agreed to transfer 5.27 units (SFEs) to the site to account for the density related to the deed restricted units that exceeded the natural density on the project site (at a 1:2 transfer ratio). Staff is thus proposing to extinguish 5.27 units of density off the Carter Park property. With the Council's action to approve the resolution for the density sunset covenant, 3.57 units of density will remain on the Carter Park property.

Council Action

The Council is asked to review the attached resolution and density sunset covenant, provide any additional direction or revisions regarding the wording in the documents, and then take action to adopt the attached resolution.

1 ***FOR WORKSESSION/ADOPTION – AUGUST 28, 2018***

2
3 RESOLUTION NO. _____

4
5 SERIES 2018

6
7 A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY
8 SUNSET COVENANT
9 (For the Denison Placer Apartments Housing Project)

10
11 WHEREAS, pursuant to policies set forth in the Joint Upper Blue Master Plan, and in
12 accordance with Section E of Policy 3(Absolute) (Density/Intensity) of Section 9-1-19 of the
13 Breckenridge Town Code, the Town is required to transfer density it owns to approved attainable
14 workforce housing projects at a 1:2 ratio (i.e., transfer one development right for every two
15 attainable workforce housing development rights permitted to be built); and

16
17 WHEREAS, M.K. Development Corporation, a Colorado corporation, is developing an
18 apartment project that includes attainable workforce housing units known as “Denison Placer
19 Apartments”; and

20
21 WHEREAS, the Town Council finds and determines it is therefore necessary and
22 appropriate to permanently extinguish five and twenty-seven one-hundredths (5.27) single family
23 equivalents of density from the Town’s “Carter Park” property in order to account for a portion
24 of the density being constructed at the “Denison Placer Apartments” housing project; and

25
26 WHEREAS, a proposed “Density Sunset Covenant” have been prepared by the Town
27 Attorney, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by
28 reference; and

29
30 WHEREAS, the proposed Density Sunset Covenant permanently extinguishes a total of
31 five and twenty-seven one-hundredths (5.27) single family equivalents of density previously
32 allocated to the Town’s Carter Park property in order to account for the density that is being used
33 to construct the “Denison Placer Apartments” housing project; and

34
35 WHEREAS, the Town Council has reviewed the proposed Density Sunset Covenants,
36 and finds and determines that they should be approved.

37
38 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
39 BRECKENRIDGE, COLORADO, as follows:

40
41 Section 1. The Density Sunset Covenant that is attached as **Exhibit “A”** to this
42 resolution is approved, and the Town Manager is authorized, empowered, and directed to sign
43 such documents for and on behalf of the Town. After they are signed, the approved Density
44 Sunset Covenant shall be recorded in the real property records of the Clerk and Recorder of
45 Summit County, Colorado in order to give record notice that the Town has accounted for the
46 density that was used to construct the “Denison Placer Apartments” housing project.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2018.

TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney _____ Date _____

1 EXHIBIT A

2
3 DENSITY SUNSET COVENANT

4
5 This Covenant (“**Covenant**”) is made _____, 2018 by the TOWN OF
6 BRECKENRIDGE, a Colorado municipal corporation (“**Town**”).
7

8 WHEREAS, Town owns the following described real property situate in the Town of
9 Breckenridge, Summit County, Colorado:

10
11 Those portions of the Klack Gulch Placer, U. S. Survey No. 1224, and of the
12 Hermit Placer, U.S. Survey No. 13661, jointly described as follows:

13
14 Beginning at a point on line 8-9 of said Hermit Placer, being line 6-7 of said
15 Klack Gulch Placer, which point lies 300 feet measured S. 10° E. from Klack
16 Gulch Placer corner No. 7, being Hermit Placer corner No. 9; thence S. 80° 58'
17 30" W. 94.8 feet; thence S. 10° E. 447.24 feet; thence N. 80° E. 100 feet to
18 Hermit Placer corner No. 8, being Klack Gulch Placer corner No. 6; thence N. 80°
19 10' 45" E. 491.39 feet; thence N. 10° 27' W. 362.38 feet; thence N. 81° 47' W.,
20 218.10 feet; and thence S. 83° 25' W., 281.86 feet to the point of beginning.

21
22 (“**Town’s Property**”)

23 ; and

24
25 WHEREAS, the Town’s Property is commonly known as the Town’s “Carter Park”
26 property; and
27

28 WHEREAS, pursuant to policies set forth in the Joint Upper Blue Master Plan, and in
29 accordance with Section E of Policy 3(Absolute) (Density/Intensity) of Section 9-1-19 of the
30 Breckenridge Town Code, the Town is required to transfer density it owns to attainable workforce
31 housing projects at a 1:2 ratio (i.e., transfer one development right for every two attainable
32 workforce housing development rights permitted to be built); and
33

34 WHEREAS, M.K. Development Corporation, a Colorado corporation, is developing an
35 apartment project that includes attainable workforce housing units known as “Denison Placer
36 Apartments”; and
37

38 WHEREAS, the Town Council finds and determines it is therefore necessary and
39 appropriate to transfer five and twenty-seven one-hundredths (5.27) single family equivalents of
40 density from the Town’s “Carter Park” property in order to account for a portion of the density
41 being constructed at the “Denison Placer Apartments” housing project.

42
43 NOW, THEREFORE, Town agrees as follows:
44

DENSITY SUNSET COVENANT

1. Extinguishment of Density. Five and twenty-seven one-hundredths (5.27) single family equivalents (“SFEs”) of density previously allocated to Town’s Property is forever extinguished. Following the execution of this Covenant, there will be three and fifty-seven one-hundredths (3.57) SFEs of density remaining on the Town’s Property.
2. Recording; Covenant to Run With Land. This Covenant shall be placed of record in the real property records of Summit County, Colorado, and the covenants contained herein shall run with the land and shall bind the Town and all subsequent owners of Town’s Property, or any interest therein.
3. Town’s Acknowledgment of Covenant Validity. Town agrees that any and all requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this Covenant to constitute a restrictive covenant running with the land shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or, in the alternative, that an equitable servitude has been created to insure that the covenant herein contained shall run with the land. This covenant shall survive and be effective as to successors and/or assigns of all or any portion of Town’s Property, regardless of whether such contract, deed or other instrument hereafter executed conveying Town’s Property or portion thereof provides that such conveyance is subject to this Covenant.
4. Authorization By Resolution. The execution and recording of this Covenant was authorized by Town of Breckenridge Resolution No. , Series 2018, adopted August 28, 2018.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich CMC,
Town Clerk

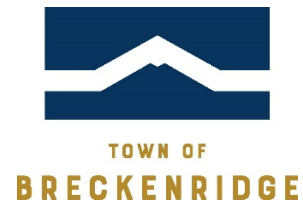
STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2018, by Rick G. Holman, Town Manager, and Helen Cospolich
CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public



Memo

To: Breckenridge Town Council Members
From: Peter Grosshuesch, Director of Community Development
Date: August 22, 2018
Subject: Planning Commission Decisions of the August 21, 2018 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, August 21, 2018:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Fowler Residence, 145 Penn Lode Drive, PL-2018-0306

A proposal to build a new single family residence with 8 bedrooms and 9 bathrooms, with a density of 8,018 sq. ft. and a mass of 9,130 sq. ft.; and a FAR of 1.4.94. *Approved.*

2. Breckenridge Market and Liquor Exterior Modifications, 311 S. Ridge Street, PL-2018-0320

A proposal to make minor modifications to the outside of the building, including raising the existing awning structures, installation of new corrugated metal roofing on existing awnings, installation of new corrugated metal band with exposed bolts and washer fasteners on the east and west elevation, barn wood siding, repainting of stucco walls, and replacement of cap flashing. *Called up and continued to a future meeting, date to be determined.*

TOWN PROJECT HEARINGS: None.

OTHER: None.

Fowler Residence,
145 Penn Lode Drive

Snider Building New Mixed
Use, 327 N. Main Street

Casey House, 112 N.
French Street

Breckenridge Market &
Liquor Exterior Modification,
311 S. Ridge Street



Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 p.m. by Chair Mathews-Leidal.

ROLL CALL

Christie Mathews-Leidal
Mike Giller
Dan Schroder

Jim Lamb
Steve Gerard
Gretchen Dudney

Ron Schuman

APPROVAL OF MINUTES

Mr. Gerard's comment on page 4/5 stating moving the house three feet should read five feet.

With the above changes, the August 7, 2018 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the August 21, 2018 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Public Comment

CONSENT CALENDAR:

1. Fowler Residence (CL) 145 Penn Lode Drive, PL-2018-0306

Motion to call up by Mr. Giller, seconded by Mr. Schuman. The motion passed unanimously and the item was called up.

Suzanne Allen-Sabo, Architect, Presented:

We originally worked with staff to get to zero points but were given two negative points late last week for excessive disturbance in the Cucumber Gulch PMA (Preventative Management Area). The PMA was created after plotting these lots and I feel it is unfair to give negative two points. Shock Hill roads and Shock Hill Overlook are in the PMA. We feel it is unjust to get negative two points. The HERS rating required would be tough to get to. I have never gotten that rating before. We are willing to install solar panels but feel we were unjustly targeted. The solar would be a 5 kilowatt system. There is a lot of tree screening so you wouldn't see them from the Gulch.

Tom Begley, property owner, presented:

They subdivided Shock Hill in 1999. These lots were exempt from the PMA at the time. I argue that the exemption should continue going forward. Homeowners are caught between a rock and hard place. Their garage door has to be screened and turned which puts the homeowner in a disadvantage because it requires more paving. I do not know what size is excessive but this doesn't seem excessive compared to other homes.

Commissioner Questions/Comments:

Mr. LaChance: There are two Development Code Policies affected for which staff is recommending negative points for the amount of paving. The first is Policy 7, for the length of the driveway which causes excessive site disturbance. The second is Policy 37 (Special Areas) which is the Policy under which staff is recommending the negative points for excessive paving within the Cucumber Gulch Overlay Protection District. We are recommending points under both of these Policies because we believe there could have

been an alternative site design which could have limited the driveway to within the Disturbance Envelope (Ms. Dudney: Would the garage location have complied with the HOA Guidelines if it wasn't proposed to be located on the side?) I don't know the Shock Hill HOA Guidelines.

Mr. Lamb: Is the lot unbuildable without going into the PMA? (Mr. LaChance: Yes. This lot, Lot 6 is one of three Lots, Lots 6,7, and 9, which are located within the PMA. The Town approved a Variance in 2013 to allow these lots to be built on, so that there was not a compensable taking, but the lots were subject to a Restrictive Covenant and Agreement which contained Development Standards and Best Management Practices. Staff finds that this proposal complies with all the Standards and Practices specified in that document. I believe the Restrictive Covenant and Agreement was recorded in 2013, and Policy 37/R was codified in 2010. Staff believes the negative points under Policy 37/R for the amount of impervious surfaces should apply.

Ms. Dudney: Are Lot 7 & 8 done? (Mr. LaChance: The Planning Commission approved a house on Lot 7 in 2016, I believe, which staff recently C.O.'d. Lot 8 is vacant.) I feel the Planning Commission is put in an unusual position since we don't have many details about it. We could discuss the issue or proceed with the solar panels, but I can't speak to the points without more detail. (Mr. Truckey: Staff feels comfortable with the negative four points for excessive site disturbance. The garage could have been placed elsewhere to reduce the disturbance and paving.)

Mr. Giller: I agree with staff and the negative points for the driveway. The HOA wants the garage door on the side, but the driveway and garage could have been designed to reduce the paving.

Ms. Leidal: Suzanne, how would you like to proceed? (Ms. Allen-Sabo: We would like to move forward tonight.)

Mr. Lamb motioned to put it back on the consent calendar, seconded by Mr. Schroder. The motion passed unanimously and the project was approved.

2. Breckenridge Market and Liquor Exterior Modifications (CL), 305-311 S. Ridge Street, PL-2018-0320

Commissioner Questions/Comments:

Mr. Giller: Is the lighting above the awning? It needs to come in to compliance. (Mr. Grosshuesch: There are several things we bring into compliance on projects but lighting isn't usually one of them.) If lighting isn't part of the project please note that. (Mr. LaChance: The lighting is not proposed with this project, but we can add a Condition of Approval for the lighting. The Town Code has a sunset provision which requires all lighting to come into compliance by 2020.) That would be great, thank you. Was there a discussion with the applicant about the galvanized strip being suitable for the building? (Mr. LaChance: No, if they applicant is in the audience, we can ask them to clarify that for you. It actually looks like the applicant is not in attendance tonight.)

Mr. Gerard: The plans call out new beams with metal accents and exposed bolts. Is that correct? (Mr. LaChance double checked the plans and mentioned that he believed the applicant is proposing corrugated metal, not metal beams. I believe the reference to beams is leftover from previously approved plans for which the Permit expired, and the applicant is re-using the same plans, and whiting out any labels for scope of work that is not proposed. This was originally submitted as a Class D Minor Development Permit application, but staff has referred it to you due to the issues involved. Staff can ask the applicant to correct any mislabeling for you.)

Mr. Giller: I think the beam is appropriate but the corrugated metal band is not appropriate. Also, the signage isn't clear on the plans.

Ms. Dudney: I have no problem with the metal band because this building is not representative of the historic district.
Mr. Schuman: I agree with Mr. Giller.
Mr. Gerard: I agree with Mr. Giller as well.
Mr. Schroder: I think we should have a continuance vote.

Staff clarified that the continuance date would depend on when the applicant could provide the additional submittal materials to clarify the building materials and lighting questions.

Mr. Gerard motioned for continuance, seconded by Mr. Giller. The motion passed 6-1, with Ms. Dudney dissenting.

PRELIMINARY HEARINGS:

1. Casey House (CK) 112 N. French Street, PL-2018-0262

Mr. Kulick presented a proposal to rehabilitate and add a connector and addition to the historic residence on North French Street.

Commissioner Questions/Comments:

Mr. Giller: Are there as built pictures of the historic building? (Mr. Kulick: I have them but they did not get in the packet. There is one picture in the staff report.)

Lee Edwards, Applicant, Presented:

Thanks Chris. This is a primary residence and is going to belong to the homeowner for some time. It won't be sold again in a few years. The original structure is 12 x 12 from what we can tell. Another addition was built around 1920. The historic home features a unique north/south ridge line that runs parallel to French St. The third addition to the house has an original vaulted ceiling. It is the only one I have seen in the Historic District. We will not change any walls on the interior. The windows will be opened back to the historic size. No current windows are historic. The current laundry room will be converted to a kitchen pantry. The connector will connect to the mechanical room in the garage. The historic structure is pretty pristine. The connector provides the stairways and is 10 feet wide. The foot print is 12 ft. wide. The ridge of the connector is not 2 feet lower but is offset from the historic structure's ridgeline. The connector could not accommodate a stairway if it is 2 feet lower than the primary structure. The length of the connector provides a good separation between the two buildings. The upstairs floor plan has a mechanical room. The upstairs is a big open space and a roofed porch. We have a north/south ridge line on the historic building so we want a north/south on the addition. Makes it practical and easy to build. The secondary ridge is on both sides. All of the shed roofs come up part way. We want to see what you think. Three adjacent properties are working with the applicant on the sheds. (Mr. Kulick: We are offering an encroachment license on the Town easement to keep the sheds in their historic location.) We can bring the addition's mean height down to 23 feet, we are working with staff on that. The porch detail on the southwest corner is at 8ft. as to not block view. Building materials will be shown at the next meeting, they are very simple materials. The historic structure will be preserved as required.

Commissioner Questions:

Ms. Leidal: What historic restoration is planned for the out buildings? (Mr. Edwards: The restoration will consist of a wood foundation wall, trusses and walls to meet code. New floor and floor joist. Reinforcing trusses. On the exterior, we will replace vertical siding. We are getting material from Rob Theobald's project that is historic.) Will they match what is there? (Mr. Edwards: Yes. Not much has been done to them over the years.) Do they count as mass and have lighting? (Mr. Kulick: It does count as mass.) (Mr. Edwards: They will be used, but not as housing. There were improvements on the roof but the sheds have received no improvements over the years.)

Ms. Dudney: Is the width of the connector an issue? (Mr. Kulick: No.) Could there be a flat roof?

- Would it drive the height? (Mr. Giller: Yes.) Could you address the size of the addition and the height? (Mr. Edwards: I assume you are all familiar with the neighborhood. The garage makes sense and it dictates structure on the first floor. The second floor is about livability. Being able to stand up and the allowing the sun to come in the room.)
- Mr. Schuman: Can you go with a lower pitch? (Mr. Edwards: I'll let you discuss that. I am not a fan of that, we want it to match the existing home's 9:12 pitch.)
- Ms. Dudney: In regards to height and the difference between the mean. Is the historic structure 11 feet to the mean? (Mr. Kulick: Yes.) The other examples are significantly taller buildings. Does that sound right? This building is low? (Mr. Kulick: Yes. It is a low building. We researched to get a range in the difference in heights. The height of the addition vs. the historic structure on this project is the biggest difference we found. In the analysis we used language from the guidelines to determine it is too high as is.)
- Ms. Leidal: Are you higher than the neighbors? (Ms. Monaghan: They are slightly higher.)
- Mr. Giller: There are two metrics at way and that is a challenge with design. It is too tall and you have options to change that.
- Ms. Leidal: Are you running 220 in the great room? Is it a lock off? (Mr. Edwards: It is not a lock off. It will not be on VBRO. There will not be 220 in the great room.)
- Mr. Schuman: Are you confident the windows will work? (Mr. Edwards: Yes. We are almost in agreement with staff now.)
- Ms. Dudney: How about the length of the connector needing to be longer? (Mr. Edwards: We will refer to staff on that solution. I don't need it longer functionally.) Will one foot make the difference? (Mr. Edwards: I like the standard of 24 ft. deep garage, so that it can accommodate a large truck or SUV.)
- Mr. Giller: You should have tilt blocks on your drawings. (Mr. Edwards: Yes.)

Public Comments:

Lynn Hoffman, President, Longbranch Condo Association:

There are five concerns we would like the staff to address. We do not have an agreement with Lee for the sheds. We are concerned about the historic preservation of the sheds. We proposed an encroachment agreement. Our initial proposal was to use the sheds but if they are restored, they should be moved to their property. We request to disallow the three points for preservation. The code states outbuildings need to be moved onto the owner's property to receive positive points. They are not going to have room to move them onto their property because of the connector issues. We object to the height. It will affect every homeowner and the first floor will be totally obstructed, the second and third level will be partially obstructed. The proposal will have a negative impact on every unit's property value. Their setback does not meet requirements. We are concerned about a kitchen on the second floor. (Ms. Dudney: To clarify, if they improve the shed they need to move them back on their property and if you leave them alone they can stay?) Yes. Mr. Schuman: If you don't put in a foundation on the sheds they will be gone some day.) Yes but they have been there a long time. (Mr. Giller: A foundation under a historic structure is the right thing to do.)

Deb Edwards, introduces herself as estranged wife of Lee Edwards, owner at 103 N. High Street and 108 N French Street:

I have restored two properties in town. We restored 108 S High Street. We managed to live in there without any trouble standing up in that building. The second structure we restored to be a commercial structure which has now been returned to residential. When I walk on that street, there are three beautiful little buildings. I think this proposal is massive and will crowd the three buildings. I appreciate Ms. Leidal's question about the back and the potential for it to be a lock off. I think it is being designed and built so it could be a lock off. To say it will never be a lock off is a promise that cannot be kept. I am concerned about that large of a mass in that neighborhood.

Commissioner Comments:

- Mr. Kulick: I can further research awarding positive points for shed restoration where the shed is not fully on the applicant's property.
- Mr. Giller: What is the roof pitch of the buildings? (Mr. Edwards - They are at 9:12.)
- Mr. Schroder: You need to compare the proposed mass of this project against similar houses on the block, Longbranch and the Bank of the West building are not good comparisons. I support the historic preservation points. I am interested in what you will be coming back with based on the Commission's feedback. The addition seems to overpower and is not reflective of the other buildings. The connector fits given how low the primary structure is. I like that we are looking at connector as site specific. I do support the connector. Thank you to Chris and Lee for your thoroughness.
- Mr. Lamb: It doesn't look like a connector--it needs the two feet of separation. I would like more research on moving the shed for positive points. If you put the shed on a foundation it will be used at some point. That is what happens. When I see so many failing policies I believe it should be sent back to the drawing board. That is a lot of negative points. Sight buffering is cheap and easy. The proposal has way too many issues.
- Mr. Schuman: I like the 6 points for preservation. There is too much program here. The connector looks good now but I am assuming it is going to change to address other issues. Landscaping is needed. Just too much programming. Lots of work to do here.
- Ms. Dudney: I agree with the staff report as written. I am not giving any specifics because there will be so many changes. I encourage you to restore the historic property but this is hard to approve because there is so much mass. I am concerned about the neighbors.
- Mr. Giller: I agree with fellow commissioner and with the staff report.
- Mr. Gerard: Chris went above and beyond analyzing similar projects for the report. The problem is the unfortunate height of the historic building. Anything behind it will look huge. I think that is the real issue, the size of the new vs. the old. I encourage the home owners to resolve the problem with the shed. You can say in a recorded covenant what the use will be or not be. The sheds need to be restored and they should be put on foundations. Let's improve the sheds, keep them in place, and protect the use of the buildings. It is unfortunate that the views will be obstructed but you can never guarantee your view. However, some owners will be affected by a legal conforming plan as well. Keep talking with Mr. Edwards. He appreciates historic preservation and I hope we will find a middle ground.
- Ms. Leidal: I agree with the Commissioners. There is a lot of program here. I need more information to give the positive three points for the shed restoration. We need more information about the foundations. I think the roof and height is just way too big. I like staff's recommendations for landscape and buffering. I don't want building materials and colors to slip through the cracks. Thanks you Chris and Lee for your thoroughness. And thank you to the public for their comments.

2. Snider Mixed Use Building (CL), 327 N. Main Street, PL-2018-0222

Mr. LaChance presented a proposal to construct a new mixed use building with commercial space on the main floor in the basement, and a residential apartment in the upper level and in the basement.

Commissioner Questions/Comments:

- Mr. Dudney: Did they propose more trees but were turned down? (Mr. LaChance: Yes. The applicant proposed an additional tree, but it was removed at the request of the Town's Engineering Division due to sight distance requirements for ingress and egress to Main St.) Is the building set back 8 feet? (Mr. LaChance: The foundation wall is shown at 9'6", as I have scaled it, and the building roof eaves are at 8 feet.) If this building was proposed as exclusively commercial, there would be no set back requirement, correct? (Mr. LaChance:

- Yes. The Town Code does not have a setback provision for mixed use buildings, it only lists separate requirements for residential and commercial.
- Mr. Giller: It is not in the local district but it is in the Conservation District? It is in the National district. (Mr. LaChance: Correct, the site is located outside of the Local Historic District but within the National Register Historic District. The Town Code prohibits the transfer of density into the Local Historic District.) Please clarify that in the report. (Mr. LaChance: I will, thank you.)
- Ms. Leidal: Are those 7 parking spaces used for other lots? (Mr. LaChance: No, they are specific to these lots. It is a unique situation in that the parking spaces are actually dedicated to each lot within the subdivision on the recorded plat. I have looked at the property files for the other lots, and the parking requirements for those lots are being met on those lots.)
- Mr. Lamb: What is the applicant's preference on Development Agreement vs. TDR approach? If they do the TDR will the -30 go away? (Mr. LaChance: It is my understanding that they are actually both needed on this project for it to be approved. In other words, the TDR's are necessary for the applicant to exceed the recommended density, and the Development Agreement would be necessary to waive the -35 points under Policy 3 for exceeding the recommended density. If the applicant proposes a method to make up the -35 points under the Development Code, they would not need the Development Agreement, but they would still need the TDRs.)

Mark Provino, Architect, Presented:

We are excited to bring an attractive building to this space. It will fill in some dirt at the front door of Breckenridge. We feel the setback can be moved if needed. We tried to match the street edge and other buildings when we surveyed but it can be adjusted. The street trees can be added without problem. The density issue is below ground and will provide an apartment, storage, and office space. We would like to come up with a Development Agreement with Council. There are other examples with precedent.

- Ms. Leidal: If the apartments were deed restricted, would the density be counted? (Mr. LaChance: It would count in that Land Use District.)
(Mr. Grosshuesch: A Development Agreement allows for a plan out of compliance with the Town Code, and it could potentially exempt the negative points for being over the recommended density.) (Mr. Truckey: Under Policy 3/R, you get negative points for exceeding density, and it is then calculated with a multiplier. For this application, you can weigh in on the rest of the project, essentially a fit test, so the Town Council can decide on the below ground density.)
- Mr. Lamb: It fits the site. Plenty of parking. I like the vertical barnwood siding. There is lots of precedence for it. Good project. Front set back should line up with the Ready Paint Fire [Jenni Exchange Condo] building.
- Mr. Schuman: I agree with the vertical barn wood siding. It fits. Good looking building. Setback needs to meet the code, and then it is not an issue we need to discuss. I appreciate the Cottonwood trees.
- Ms. Dudney: I agree with the other Commissioners. I'll await staff's analysis on the setback. I like the vertical barn wood siding.
- Mr. Giller: The vertical barn wood siding is good. I support basement density. Could use more glazing on the front.
- Mr. Schroder: I agree with the other Commissioner comments. I like the vertical barn wood siding and that it is different sizes. The design speaks to the modern building.
- Mr. Gerard: I agree with the Commission as well. It fits the setting. If we can come up with a way to look at the residential set back and commercial setback separately and apply both, I would support that. They should line up with the Ready Paint Fire building. I like the material choices. It mimics what would happen on a historic house.

Ms. Leidal: Great design. Fits on the site. I support vertical barnwood siding because we are in a transition character area. I support staff analysis and would like to see research on the setbacks.

WORK SESSIONS:

1. Comprehensive Code Amendments

Mr. Truckey presented proposed code amendments, which have been worked on and reviewed by the Comprehensive Code Amendments Steering Group.

Mr. Truckey: Went over a few of the highlights of the proposed code changes:

- Encouragement for attractive detention facilities.
- Policy 33R will have significant changes. When the HERS index was first developed around 2008, a base home built to code had a 100 HERS score. Now the typical home built to today's energy code comes in at 70 or 75 HERS, so most projects would qualify for positive points. We propose to resolve that by requiring a percentage increase in energy efficiency attained over the typical home built to code. A table has been added for clarify precedence for points on heated outdoor spaces and water features. An additional point will be available for projects built solar and electric vehicle ready.
- Temporary structure change so that renewals of permits are only allowed if they comply with the Code's architectural standards.
- Changed Riverwalk improvement incentives (e.g., waived parking) so they only apply south of Ski Hill Road.
- A new section is added under Policy 43 Public Art outlining requirements for murals outside the Conservation District.
- Parking Requirement Changes: Broke out industrial into manufacturing vs. warehouse. Altered gas and convenience stores. Added requirement for grocery stores outside of historic district (there previously was no standard).

Commissioner Questions/Comments:

Mr. Schuman: If the temporary structure changes and the sprung structure comes back for renewal will they will have to make changes to comply with architecture? (Mr. Truckey: Yes if they come back)

Mr. Schroder: The Beaver Run summer tent is forever? (Mr. Kulick: It is a seasonal tent and is exempt.)

Ms Dudney: On Golden Age Dr. there was a snow fence went up to block windrifts from a hot tub and it has never come down. Can you include a discussion about snow fences for the future—perhaps we could allow in certain situations? I think the parking ratios are good.

Mr. Schroder: Policy 43, can it be crafted as less of the eye of the beholder. Technical proficiency of the artist doesn't seem sound. It seems wide open. (Mr. Truckey: That is why we included the Art Commission approval. They are the experts on this.)

Mr. Giller: 33R energy conservation should also address and apply to a complete rehab.

Ms. Leidal: 34B Erosion, we should add that sediment should not flow off properties onto right of ways also. I see landscape walls and fences on residential land but the changes do not speak to commercial. For example, screening and fencing of outside storage, etc. at Airport Road commercial uses should be allowed. Parking for accessory apartment should be include in conservation district as well (Mr. Kulick: This gets a little tricky because it is based on a ratio to square feet in the district).

OTHER MATTERS:

1. Town Council Summary (Memo Only)

ADJOURNMENT:

The meeting was adjourned at 8:40 pm.

Christie Mathews-Leidal, Chair



TOWN OF BRECKENRIDGE TOWN COUNCIL

Scheduled Meetings

Shading indicates Council required 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.

August 2018

Tuesday, August 28, 2018	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month
August 30th, 2018	4:30pm - 5:30pm	Golf Course Clubhouse	Coffee Talk / Happy Hour
Aug. 31st - Sept. 3rd, 2018	All Day	Main Street	Labor Day Sidewalk Sales

September 2018

September 1st, 2018	All Day	Throughout Town	Great Rubber Duck Race
Sept. 7th - 9th, 2018	All Day	Main Street	24th Annual Oktoberfest
Tuesday, Sept. 11, 2018	3:00pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
Sept. 13th - 16th, 2018	All Day	Throughout Town	Breckenridge Wine Classic
Sept. 20th - 23rd, 2018	All Day	Throughout Town	Breckenridge Film Festival
Tuesday, Sept. 25, 2018	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

Other Meetings

August 23rd, 2018	CAST	7:45am
	RW&B Board Meeting	3:00pm
August 27th, 2018	Open Space & Trails Meeting	5:30pm
August 28th, 2018	Board of County Commissioners Meeting	9:00am / 1:30pm
August 29th, 2018	Summit Stage Transit Board Meeting	8:15am
August 30th, 2018	QQ - Quality and Quantity - Water District	10:00am
September 4th, 2018	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
September 5th, 2018	Breckenridge Events Committee	9:00am
	I-70 Coalition	10:00am
	Childcare Advisory Committee	3:00pm
September 11th, 2018	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm
September 12th, 2018	Breckenridge Heritage Alliance	Noon
September 13th, 2018	Upper Blue Sanitation District	5:30pm
September 17th, 2018	Breckenridge Creative Arts	4:00pm
September 18th, 2018	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
September 24th, 2018	Open Space & Trails Meeting	5:30pm



Scheduled Meetings

Shading indicates Council required 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.

September 25th, 2018	Board of County Commissioners Meeting	9:00am / 1:30pm
September 26th, 2018	Summit Stage Transit Board Meeting	8:15am
	Summit Combined Housing Authority	9:00am
September 27th, 2018	Transit Advisory Council Meeting	8:00am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
October 2nd, 2018	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
October 3rd, 2018	Childcare Advisory Committee	3:00pm
October 15th, 2018	Breckenridge Creative Arts	4:00pm
October 16th, 2018	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
October 24th, 2018	Summit Combined Housing Authority	9:00am
October 25th, 2018	Northwest CO Council of Governments	10:00am
	CAST	7:45am
December 5th, 2018	QQ - Quality and Quantity - Water District	9:00am