



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, March 24, 2020, 7:00 PM
Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - MARCH 10, MARCH 12, MARCH 15, MARCH 16, 2020

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

- A. CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE) Please email questions and comments in advance of the meeting to Mayor@townofbreckenridge.com

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2020 - PUBLIC HEARINGS
1. COUNCIL BILL NO. 2, SERIES 2020 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO NONPROFIT CORPORATION (100 South French Street)
 2. COUNCIL BILL NO. 7, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE BY AMENDING THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, AND THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION
 3. COUNCIL BILL NO. 10, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (ABSOLUTE) AND POLICY 24 (RELATIVE) CONCERNING HOUSING
 4. COUNCIL BILL NO. 11, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (RELATIVE) CONCERNING THE SOCIAL COMMUNITY AND POLICY 25 CONCERNING TRANSIT
 5. COUNCIL BILL NO. 12, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE PUBLIC ACCOMMODATION TAX" ORDINANCE

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2020
- B. RESOLUTIONS, SERIES 2020
 - 1. RESOLUTION NO. 10, SERIES 2020 - A RESOLUTION AMENDING THE TOWN COUNCIL "PROCEDURES AND RULES OF ORDER" CONCERNING A COUNCILMEMBER'S ELECTRONIC PARTICIPATION AT TOWN COUNCIL MEETINGS
- C. OTHER
 - 1. APPOINTMENT OF MUNICIPAL COURT JUDGE

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. OWENS)
- E. WATER TASK FORCE (MR. GALLAGHER)
- F. BRECKENRIDGE CREATIVE ARTS (MR. GALLAGHER)
- G. BRECKENRIDGE EVENTS COMMITTEE (MS. GIGLIELLO)
- H. MT 2030 (MS. WOLFE)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR MARCH, APRIL AND MAY

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of March 10, 2020 to order at 7:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe and Mayor Mamula.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – FEBRUARY 25, 2020

With no changes or corrections to the meeting minutes of February 25, 2020, Mayor Mamula declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agendas. Mayor Mamula declared the agenda approved as presented.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Mamula opened Citizen's Comment.
There were no comments and Citizen's Comment was closed.

B) BRECKENRIDGE TOURISM OFFICE

The BTO update was covered in the afternoon work session.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2020 - PUBLIC HEARINGS

1) COUNCIL BILL NO. 7, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE BY AMENDING THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, AND THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION

Mayor Mamula read the title into the minutes. Mr. Berry stated the memo in the packet indicates there is need for staff to have additional time to work on this ordinance.

Mayor Mamula opened the public hearing.
There were no comments and the public hearing was closed.

Mr. Bergeron moved to continue COUNCIL BILL NO. 7, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE BY AMENDING THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, AND THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION to the March 24, 2020 Council meeting. Mr. Carleton seconded the motion.

The motion passed 7-0.

2) COUNCIL BILL NO. 8, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," CONCERNING ACCESSORY DWELLING UNITS

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

Mayor Mamula opened the public hearing.
There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 8, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," CONCERNING ACCESSORY DWELLING UNITS in the form handed out at the meeting. Ms. Gigliello seconded the motion.

The motion passed 7-0.

- 3) COUNCIL BILL NO. 9, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 9 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE CONCERNING DEVELOPMENT AGREEMENTS

Mayor Mamula read the title into the minutes. Mr. Truckey stated there were no changes to this ordinance from first reading. Council thanked the staff for their work on this ordinance.

Mayor Mamula opened the public hearing.
There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 9, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 9 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE CONCERNING DEVELOPMENT AGREEMENTS. Ms. Wolfe seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

- A) FIRST READING OF COUNCIL BILLS, SERIES 2020

- 1) COUNCIL BILL NO. 10, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (ABSOLUTE) AND POLICY 24 (RELATIVE) CONCERNING HOUSING

Mayor Mamula read the title into the minutes. Ms. Nichole Rex stated this ordinance would add an absolute policy and revise the current policy. She stated staff has made several revisions from the Work Session for second reading, including definitions, submittal requirements, removing land in lieu, changing the mitigation rate, and more, and she would also propose adding a commercial density bonus back in for second reading, with a potential cap for bigger projects. Mr. Carleton thanked staff for their work on this ordinance.

Mayor Mamula opened the public hearing.
There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 10, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (ABSOLUTE) AND POLICY 24 (RELATIVE) CONCERNING HOUSING. Mr. Gallagher seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 11, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (RELATIVE) CONCERNING THE SOCIAL COMMUNITY AND POLICY 25 CONCERNING TRANSIT

Mayor Mamula read the title into the minutes. Ms. Julia Puester stated this ordinance would remove the positive points for recreation and leisure amenities, while allowing meeting space to receive positive points with the addition of a covenant. She also stated that after the work session discussion staff will be leaving in the positive points for the lodging shuttle and inserting an additional 4 points for an electric shuttle.

Mayor Mamula opened the public hearing.
There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 11, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (RELATIVE) CONCERNING THE SOCIAL

COMMUNITY AND POLICY 25 CONCERNING TRANSIT. Mr. Carleton seconded the motion.

The motion passed 7-0.

- 3) COUNCIL BILL NO. 12, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE PUBLIC ACCOMMODATION TAX" ORDINANCE
Mayor Mamula read the title into the minutes. Mr. Berry stated this ordinance would amend the accommodations tax code to adopt preferred language as part of a recent court decision.

Mayor Mamula opened the public hearing.
There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 12, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE PUBLIC ACCOMMODATION TAX" ORDINANCE. Ms. Wolfe seconded the motion.

The motion passed 7-0.

- B) RESOLUTIONS, SERIES 2020

- 1) RESOLUTION NO. 8, SERIES 2020 - A RESOLUTION APPROVING A COLLECTION AGREEMENT WITH THE USDA, FOREST SERVICE, WHITE RIVER NATIONAL FOREST (Indiana Creek Aquatic Organism Passage and Restoration Project)

Mayor Mamula read the title into the minutes. Ms. Puester stated this resolution would set up a collection process for the town and the Forest Service to follow regarding the grant the Town received in 2019.

Mayor Mamula opened the public hearing.
There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve RESOLUTION NO. 8, SERIES 2020 - A RESOLUTION APPROVING A COLLECTION AGREEMENT WITH THE USDA, FOREST SERVICE, WHITE RIVER NATIONAL FOREST (Indiana Creek Aquatic Organism Passage and Restoration Project). Ms. Gigliello seconded the motion.

The motion passed 7-0.

- 2) RESOLUTION NO. 9, SERIES 2020 - A RESOLUTION CONCERNING THE ACQUISITION OF TWO HOUSING UNITS IN THE TRAILS AT BERLIN PLACER TOWNHOMES

Mayor Mamula read the title into the minutes. Mr. Berry stated this resolution would allow the Town to acquire two of the units at the Berlin Placer Townhomes when it is built.

Mayor Mamula opened the public hearing.
There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve RESOLUTION NO. 9, SERIES 2020 - A RESOLUTION CONCERNING THE ACQUISITION OF TWO HOUSING UNITS IN THE TRAILS AT BERLIN PLACER TOWNHOMES. Mr. Gallagher seconded the motion.

The motion passed 7-0.

- C) OTHER

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS

Planning Commission Decisions were approved as presented.

- B) EAST PEAK 8 HOTEL AND CUCUMBER GULCH PRESERVE PREVENTATIVE MAINTENANCE AREA (PMA) VARIANCE DE NOVO HEARING DECISION
Mayor Mamula read the title into the record. Mr. Berry stated he has prepared a decision document as a result of the last meeting's De Novo hearing on this project. He further stated that it needs to be formally approved in final form for the record.

Mr. Bergeron moved to approve EAST PEAK 8 HOTEL AND CUCUMBER GULCH PRESERVE PREVENTATIVE MAINTENANCE AREA (PMA) VARIANCE DE NOVO HEARING DECISION. Mr. Carleton seconded the motion.

The motion passed 7-0.

VIII) REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated he wanted to clarify the ask from Mr. Jeff Westcott for \$20K for a prize purse for the Firecracker 50 event. Council discussed the merits of this ask for the event. They decided to award him \$15K at this time.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

The reports of Mayor and Council Members were covered in the afternoon Work Session.

A. CAST/MMC

Mayor Mamula stated he went to CAST and had to leave early because of coronavirus. He also stated Mr. Dan Gibbs is working hard at the capitol.

B. Breckenridge Open Space Advisory Committee

C. Breckenridge Tourism Office

D. Breckenridge Heritage Alliance

E. Breckenridge Creative Arts

Mr. Gallagher stated Mr. Matt Neufeld is the new director, the standing committees are up and running. He further stated they are starting to put together a master event schedule for programming, and the Board is establishing a steering committee, which will require some additional research in the future. Mr. Gallagher stated they are beginning to figure out direct cost accounting for all programs and track the costs and revenues all in the same way.

F. Breckenridge Events Committee

G. MT 2030

Ms. Wolfe stated the save the date went out on Friday for this event, and there is a programming meeting tomorrow that will contingency dates and ideas for a coronavirus plan.

X) OTHER MATTERS

Ms. Gigliello asked about the Christmas decorations that are still up and when they would come down.

Ms. Wolfe asked Council to consider adding a provision to disallow clubs and paid parking for skiers for future developments. Council agreed to have a discussion about it at a later date.

Mr. Gallagher stated there was an article in SDN today about Red, White and Blue Fire Department and the designations they have received. He stated they deserve kudos for their accomplishments and we should be proud.

Ms. Owens stated she would like to discuss improving the Town's communications as one of our top-10 list items.

XI) SCHEDULED MEETINGS

- A) SCHEDULED MEETINGS FOR MARCH AND APRIL

XII) ADJOURNMENT

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, March 10 2020
PAGE 5**

5 of 5

With no further business to discuss, the meeting adjourned at 7:45pm. Submitted by
Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT

D) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of March 12, 2020 to order at 4:30pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe and Mayor Mamula.

II) APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agendas. Mayor Mamula declared the agenda approved as presented.

V) DISCUSSION ITEMS

A) COVID-19 PLANNING

Mayor Mamula stated we have started discussing limiting events, including in buildings we own, and events that we sponsor in response to COVID-19 concerns.

Mr. Holman explained that the concept of social distancing is important, and suggested we make changes to control our facilities, including those for the arts. Mr. Bergeron stated it's incumbent on us to message positively if possible. Mayor Mamula stated the message is preventative at this point, and we are following along with what the rest of the country is doing right now. Ms. Wolfe stated the message that keeps coming through is that we need to work together to slow this down so the medical facilities can catch up. Ms. Gigliello stated we need to also look at the size of the facility and if limiting gatherings to 50 people is an appropriate number. Mr. Holman stated he wants Council to be on the same page on how to move forward with all of our events and programs, including recreation programs, public transportation and childcare programs. He also stated Council will be asked to take official action later in this meeting to give the power to make those kinds of decisions to Mr. Holman in an emergency situation like this.

Ms. Owens stated the childcare centers are getting direction from Public Health and the direction is 72 hours closed for a positive test, and then re-evaluating. Mr. Carleton stated it's wise to listen to CDPHE, and Council needs to empower Mr. Holman to use his best judgement for this.

Mayor Mamula stated the Town can we say no to events or classes in any of our facilities. Mr. Gallagher asked about the Speakeasy Theatre, and Ms. Haynes stated in Eagle County the 50-person cap includes movie theaters and churches, and not just Town-owned facilities. Mr. Carleton stated he thinks we should be proactive and err on the side of caution with guidance to private facilities as well. Ms. Wolfe stated we should consider giving more separation in our facilities. Mr. Gallagher stated the tougher the precautions right now, the better we might be in the long run. Mayor Mamula stated the issue is that we can easily affect some things, but we can't control private businesses. Ms. Gigliello stated the more aggressive we can be we should.

Council discussed canceling events in Town facilities that have 50 or more people until May 1, and having the Rec Center cancel all organized group programs until May 1. They also spoke about the Speakeasy and Backstage Theater, and the small classrooms in the Arts District. They also discussed developing guidance on teleworking and essential staff, and talking to the Ski Resort again. Ms. Wolfe stated she feels the grocery store isn't doing enough and we need some guidance from them.

Mayor Mamula opened public comments.

Mr. Matt Neufeld, BCA President, stated they can't necessarily turn things back on when they are turned off. He noted that if they shut down for 6 weeks they are completely shut down, and they don't know what will happen with WAVE at this point, which starts at the end of May.

There were no additional comments and public comments was closed.

VI) NEW BUSINESS

A) COUNCIL BILL NO. 13, SERIES 2020 - CONSIDERATION OF LEGISLATION DEALING WITH EMERGENCY POWERS TO ADDRESS COVID-19

Mayor Mamula read the title into the minutes. Mr. Tim Berry stated we don't have an ordinance detailing how the Town Manager can go forth and address this health concern without a motion by Council. He also stated our disaster definition doesn't quite fit this

situation, which is a public health emergency. He further stated this ordinance provides a structure to allow Mr. Holman to have the power to address some things during this emergency, and page 3 of the ordinance states Mr. Holman has the power to limit the number of people in a building, and close or limit the use of any town facility for this purpose. Mr. Berry stated this is an emergency ordinance and under Charter rules this can be passed only with a super majority of affirmative votes.

Mayor Mamula opened the public hearing. There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 13, SERIES 2020 - CONSIDERATION OF LEGISLATION DEALING WITH EMERGENCY POWERS TO ADDRESS COVID-19. Mr. Gallagher seconded the motion.

The motion passed 7-0.

X) OTHER MATTERS

There were no other matters to discuss at this meeting.

XI) EXECUTIVE SESSION

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 5:10pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of March 15, 2020 to order at 5:05pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe (via computer) and Mayor Mamula.

II) APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agendas. Mayor Mamula declared the agenda approved as presented.

V) DISCUSSION ITEMS

A) COVID-19 UPDATE AND PLANNING

Mr. Holman gave an update about the Governor's press release regarding Summit County and other mountain communities. Council discussed testing and the testing capacity in Summit County. Ms. Haynes explained the mobile test model and the idea that there is now community spread happening here. Mr. Holman stated we are going to leave transit going for the moment because it is a critical mode of transportation. He further stated our facilities will be closed to the public but we will continue to staff phones and emails. Also, the Town may become a distribution point for supplies for the community, and we have moved into a local emergency operations center. Ms. Owens asked about our hospital being overwhelmed, and Ms. Haynes stated that by today they will have an isolation area in the hospital, and if we hit critical mass we would overwhelm the system. Mr. Bergeron asked about the messaging and if it is possible to put out something for local businesses who are concerned about the crisis. Mr. Holman stated we can commit to exploring options for local businesses and continue to look for small business opportunities for our community. Mayor Mamula asked about our plan to close businesses. Mr. Holman stated we need to talk about this as a group.

Mayor Mamula asked about letting businesses keep the sales tax they would normally remit if they close immediately. He noted there are a lot of people in town right now. Mr. Holman stated we know there is not enough food in the grocery store, and people have to eat. Ms. Gigliello stated she would recommend a 6pm or 7pm closure for all businesses. Mr. Carleton stated that kind of decision might come from the Governor soon anyway, and to make a move like that as a town is really difficult and some businesses won't survive. Mr. Gallagher stated he believes the message needs to be strong.

Ms. Wolfe stated she is concerned that people will be partying on Tuesday and through the week because they can't ski. She further stated she thinks it's time to take the lead with big decisions. Ms. Owens stated she is concerned about the amount of people staying here and being quarantined in our community and she would like to see countywide messaging. Ms. Gigliello stated a business curfew could help and we need to do something. Mr. Holman reiterated that we need to take extreme measures for extreme distancing. Mr. Gallagher stated our society isn't set up to do something like this. Mr. Bergeron stated Loveland Pass was busy today with people.

Mayor Mamula stated we can't do this in a bubble. Ms. Owens stated she thinks we can save lives if we shut down Breckenridge and we need to consider all options. Mr. Holman stated we will try to get Summit County on board and have a consistent message. Ms. Wolfe stated I am prepared to make this decision now.

Mr. Ken Nelson, a local restaurant owner, stated they are trying to offer takeout only at one of his restaurants, and the others are closing.

Mayor Mamula stated our message needs to be with the lodging community and asking people to head home. Mr. Holman stated we will reach out to the lodging group and the restaurant group, and we will be prepared to shut down the town.

Ms. Haynes then briefed the council on town staffing and facility closures.

Doc PJ, a local physician, stated every day we don't take action will cost lives. He further stated people need to go home and stay home.

VI) NEW BUSINESS

**TOWN OF BRECKENRIDGE
TOWN COUNCIL SPECIAL MEETING
Sunday, March 15, 2020
PAGE 2**

2 of 2

X) OTHER MATTERS

There were no other matters to discuss at this meeting.

XI) EXECUTIVE SESSION

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 6:49pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT

I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of March 16, 2020 to order at 2:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe (via computer) and Mayor Mamula.

II) APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agendas. Mayor Mamula declared the agenda approved as presented.

V) DISCUSSION ITEMS

A) COVID-19 UPDATE AND PLANNING

Mayor Mamula recapped the County's public health order to close all retail, bars and restaurants. He stated he was amazed that the business community came together in the way it did to fight COVID-19. He clarified that it was a Summit County ban, and not a Town ban. Council discussed the importance of the ban and how other communities have been successful with these kinds of orders. They also discussed transit options without public transit, and social distancing ideas.

Council discussed potentially assisting local businesses in the future, and what other communities are doing. They also discussed the specifics of the order.

VI) NEW BUSINESS

X) OTHER MATTERS

There were no other matters to discuss at this meeting.

XI) EXECUTIVE SESSION

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 2:52pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor



Memo

To: Town Council
From: Jeremy Lott, AICP, Planner II
Date: March 18, 2020 for meeting of March 24, 2020
Subject: Second Reading: Saint John the Baptist Episcopal Church Development Agreement

This item came before the Council as a First Reading on January 14, 2020. This item was originally scheduled for a Second Reading on January 28, 2020. At that time, the Applicant requested to continue the item. At the February 11, 2020 Second Reading, the Council continued the hearing at the request of Staff and Applicant after a discussion on points waivers and eligibility. At the February 25, 2020 meeting, Staff and the Applicant requested the item be continued until March 24, 2020 as the language of the Agreement was still being finalized.

Feedback from Council meetings have been incorporated into the attached Development Agreement. An outline of all the key issues and how they have changed through the review process is included in the attached chart.

This is a Second Reading. Staff is available to answer any questions.

Development Agreement Process for St. John's Church

Topic of Conversation	Worksession	First Reading	Second Reading
Background	The worksession was held on September 10, 2019.	The first reading was held on January 14, 2020.	The second reading was tabled on January 28 and continued to February 11. No changes were proposed between the first reading on January 14 and the second reading on January 28. Requests from the February 11 discussion (points waivers, etc.) are below as well as if they've been included in the final agreement. This item was once again continued on February 25 to March 24.
Density	Council okay with additional density. Historic church would be landmarked and basement beneath would be finished. A connection of 195 sq. ft. would be required between the existing basement and the new landmarked basement. Council agreed to "gift" density to the church for the transfer. The total calculated density of the property would be 3,951, excluding the landmarked basement. The property is allowed up to 2,016 sq. ft.	No change	Waiver of negative points was requested as otherwise the project would be over-density and would incur many negative points. Since the property is already over the allowed density, the total points assessed for this project would be negative 100 for being 1,935 sq. ft. over density. This waiver is included in the final agreement.
Mass	No new mass was proposed at this worksession.	No change	The allowed Mass on this property is 2,016 and the existing is 2,598, which would total negative 100 points. A waiver of negative points was requested and is included in the final agreement. Additional mass was also requested for a dumpster enclosure (see below).
Stairwell	At the initial worksession, a stairwell was proposed in the front yard.	Stairwell was proposed at the rear of the building.	No change

Parking	Council okay with waiving parking requirements.	No change	No change
Setbacks (Placement of Structures)	A waiver of this policy was discussed if the stairwell was placed on the south side of the building.		A small addition was shown on the northeast corner of the non-historic addition. The addition has been modified with this final plan to be within relative setbacks resulting in no negative points. No change to final agreement.
Landscaping			A waiver of potential negative two points was requested in case the applicant is unable to meet screening requirements as some tree removal will be required. Not included in final agreement. Staff believes this application can meet screening requirements as the applicant will preserve as many trees as possible and plant additional as needed.
Public Benefits			
Historic Preservation	Proposed for public benefit	No change	Eligibility for positive points was requested for Preservation of the historic church. Not included in final agreement as is it part of the public benefit.
Sidewalk on south side	Proposed for public benefit	No change	Eligibility for positive points was requested. Not included in final agreement as is it part of the public benefit.
Social Services	Proposed for public benefit	No change	Eligibility for positive points under Policy 24R was requested for providing rooms for social services (meeting rooms, community dinners). Not included in final agreement as is it part of the public benefit.
Stairwell along Lincoln Avenue	Proposed to be removed from the right-of-way as a public benefit.	No change	No change

Other Items

<p>Construction Staging</p>		<p>Construction staging at the Community Center was requested and initially placed within the Development Agreement language. The language was removed at this meeting.</p>	<p>No change</p>
<p>First Right of Offer</p>			<p>Language for a first right of offer for the Town is included in the Agreement and will be finalized at a future date.</p>
<p>Dumpster Enclosure</p>			<p>A request for additional Mass was requested for a dumpster enclosure, which the Council was not supportive of. A statement has been added within the Agreement that the Town will work with the Church to utilize the existing dumpster enclosure at the Community Center.</p>

1 **FOR WORKSESSION/SECOND READING – MARCH 24**

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

4
5 Additions To The Development Agreement As Approved on First Reading Are
6 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

7
8 COUNCIL BILL NO. 2

9
10 Series 2020

11 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
12 SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO
13 NONPROFIT CORPORATION
14 (100 South French Street)

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

19
20 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
21 determines as follows:

22
23 A. Saint John the Baptist Episcopal Church of Breckenridge, a Colorado nonprofit
24 corporation ("**Church**"), owns the following described real property in the Town of
25 Breckenridge, Summit County, Colorado:

26
27 Lots 1 and 2, Block 4, Abbett Addition to the Town of Breckenridge

28
29 ("**Property**").

30
31 B. There is located on the Property a church that was originally constructed in 1881
32 ("**Historic Church**"), together with an addition to the Historic Church that was constructed in
33 1986 ("**1986 Addition**"). Both the Historic Church and the 1986 have basements, but the
34 Historic Church and the 1986 Addition are only connected above ground.

35
36 C. Church proposes to restore and rehabilitate the Historic Church, remodel the 1986
37 Addition, add a new foundations to both the Historic Church and the 1986 Addition, connect the
38 Historic Church and the 1986 Addition below ground by an addition not to exceed 300 square
39 feet size, and establish an exterior below grade entrance to the Historic Church including a
40 staircase and the 1986 Addition on the southerly side of the Property (the "**Project**"). The Project
41 is more fully described in the Application (as hereafter defined).

42
43 D. A development agreement is necessary in order to accommodate the Project proposed
44 by Church.

45

1 E. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
2 the authority to enter into a development agreement.
3

4 F. The Town Council has received a completed application and all required submittals
5 for a development agreement (“**Application**”); had a preliminary discussion of the Application
6 and a proposed development agreement with the Church; and determined that it should
7 commence proceedings for the approval of the proposed development agreement with the
8 Church without referring the proposed development agreement to the Planning Commission for
9 its review and recommendation.
10

11 G. A proposed development agreement between the Town and the Church has been
12 prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by
13 reference (“**Development Agreement**”).
14

15 H. The Town Council has reviewed the proposed Development Agreement.
16

17 I. The approval of the proposed Development Agreement is warranted in light of all
18 relevant circumstances.
19

20 J. The procedures to be used to review and approve a development agreement are
21 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
22 Chapter have substantially been met or waived in connection with the approval of the proposed
23 Development Agreement and the adoption of this ordinance.
24

25 Section 2. Approval of Development Agreement. The Development Agreement between
26 the Town and Saint John the Baptist Episcopal Church of Breckenridge, a Colorado nonprofit
27 corporation (**Exhibit “A”** hereto), is approved, and the Town Manager is authorized,
28 empowered, and directed to execute such agreement for and on behalf of the Town of
29 Breckenridge.
30

31 Section 3. Notice of Approval. The Development Agreement shall contain a notice in the
32 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
33 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be
34 published by the Town Clerk one time in a newspaper of general circulation in the Town within
35 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
36 Section 24-68-103, C.R.S.
37

38 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
39 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
40 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
41 the inhabitants thereof.
42

43 Section 5. Authority. The Town Council finds, determines, and declares that it has the
44 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
45 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
46 Charter.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of ____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

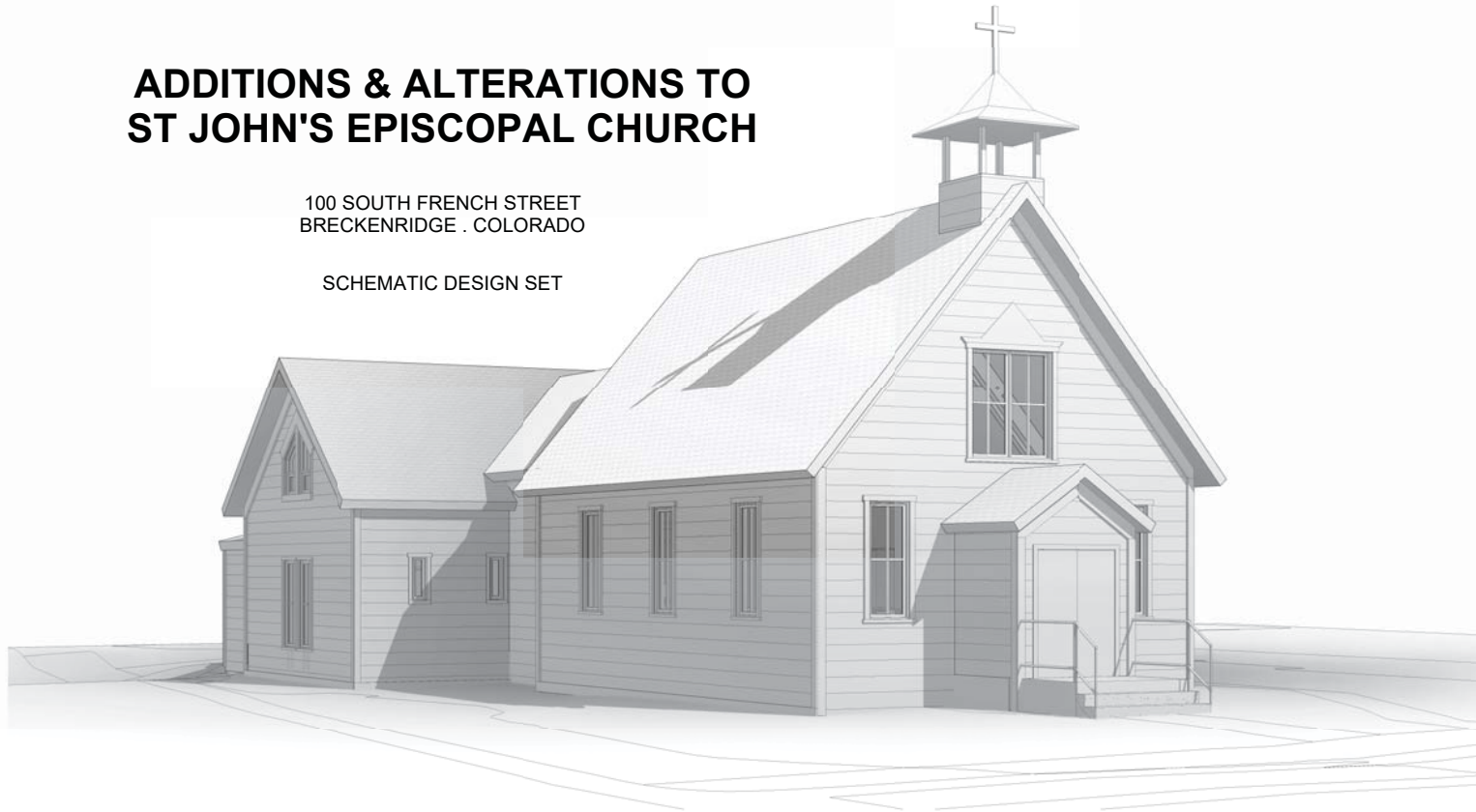
ATTEST:

Helen Cospolich, CMC,
Town Clerk

ADDITIONS & ALTERATIONS TO ST JOHN'S EPISCOPAL CHURCH

100 SOUTH FRENCH STREET
BRECKENRIDGE, COLORADO

SCHEMATIC DESIGN SET



additions & alterations
to st john's
episcopal church

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT OF
STAISS.

ISSUE:

schematic	27 dec 2019

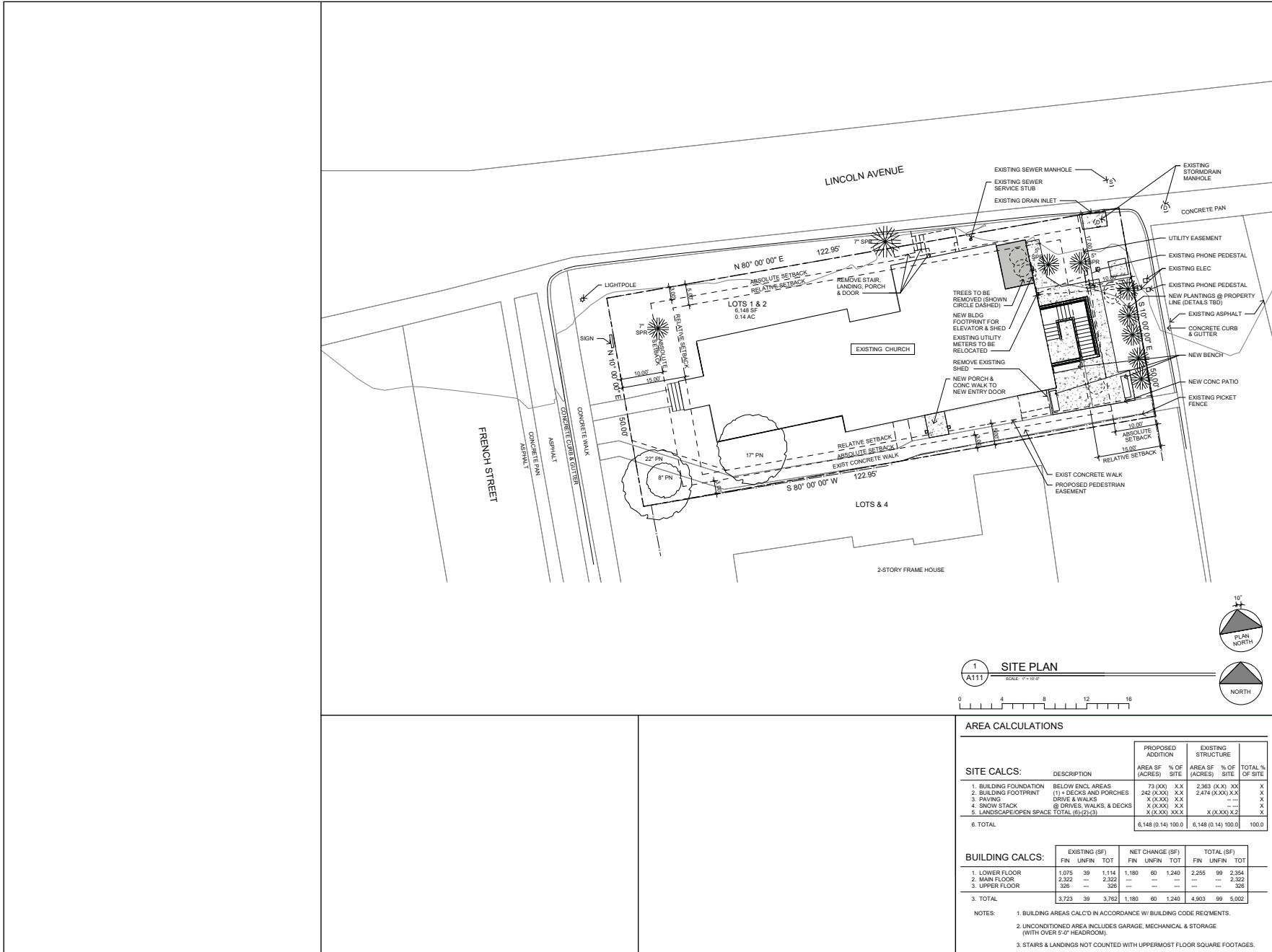
COVER SHEET

draft

CS

SHEET INDEX

CS	COVER SHEET	A111	SITE PLAN, AREA CALCS & NOTES	A210	LOWER FLOOR PLAN	A301	EXTERIOR ELEVATIONS
		A120	CONSTRUCTION STAGING PLAN	A211	MAIN FLOOR PLAN	A302	EXTERIOR ELEVATIONS
				A212	UPPER FLOOR PLAN	A303	EXTERIOR ELEVATIONS
						A311	EXTERIOR PERSPECTIVES



**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 abette addition
breckenridge, colorado

PROJECT # 1963

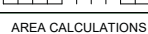
© COPYRIGHT
ALL INFORMATION HEREON, ANY REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT IS
PROHIBITED.

ISSUE:

review	21 nov 2019
review	13 dec 2019
schematic	27 dec 2019

1 SITE PLAN

SCALE: 1" = 10'-0"



AREA CALCULATIONS

SITE CALCS:	DESCRIPTION	PROPOSED ADDITION		EXISTING STRUCTURE		TOTAL % OF SITE
		AREA SF (ACRES)	% OF SITE	AREA SF (ACRES)	% OF SITE	
1.	BUILDING FOUNDATION BELOW ENCL AREAS	73 (0.00)	X X	2,363 (0.01)	XX	X
2.	BUILDING FOOTPRINT (1) + DECKS AND PORCHES	242 (X.00)	X X	2,474 (X.00)	XX	X
3.	PAVING DRIVE & WALKS	X (X.00)	X X	---	---	X
4.	SNOW STACK @ DRIVES, WALKS, & DECKS	X (X.00)	X X	---	---	X
5.	LANDSCAPE/OPEN SPACE TOTAL (6)+(2)+(3)	X (X.00)	XXX	---	---	X (X.00) X
6.	TOTAL	6,148 (0.14)	100.0	6,148 (0.14)	100.0	100.0

BUILDING CALCS:	EXISTING (SF)			NET CHANGE (SF)			TOTAL (SF)			
	FIN	UNFIN	TOT	FIN	UNFIN	TOT	FIN	UNFIN	TOT	
1.	LOWER FLOOR	1,075	39	1,114	1,180	60	1,240	2,255	99	2,354
2.	MAIN FLOOR	2,322	---	2,322	---	---	---	---	---	2,322
3.	UPPER FLOOR	326	---	326	---	---	---	---	---	326
3.	TOTAL	3,723	39	3,762	1,180	60	1,240	4,903	99	5,002

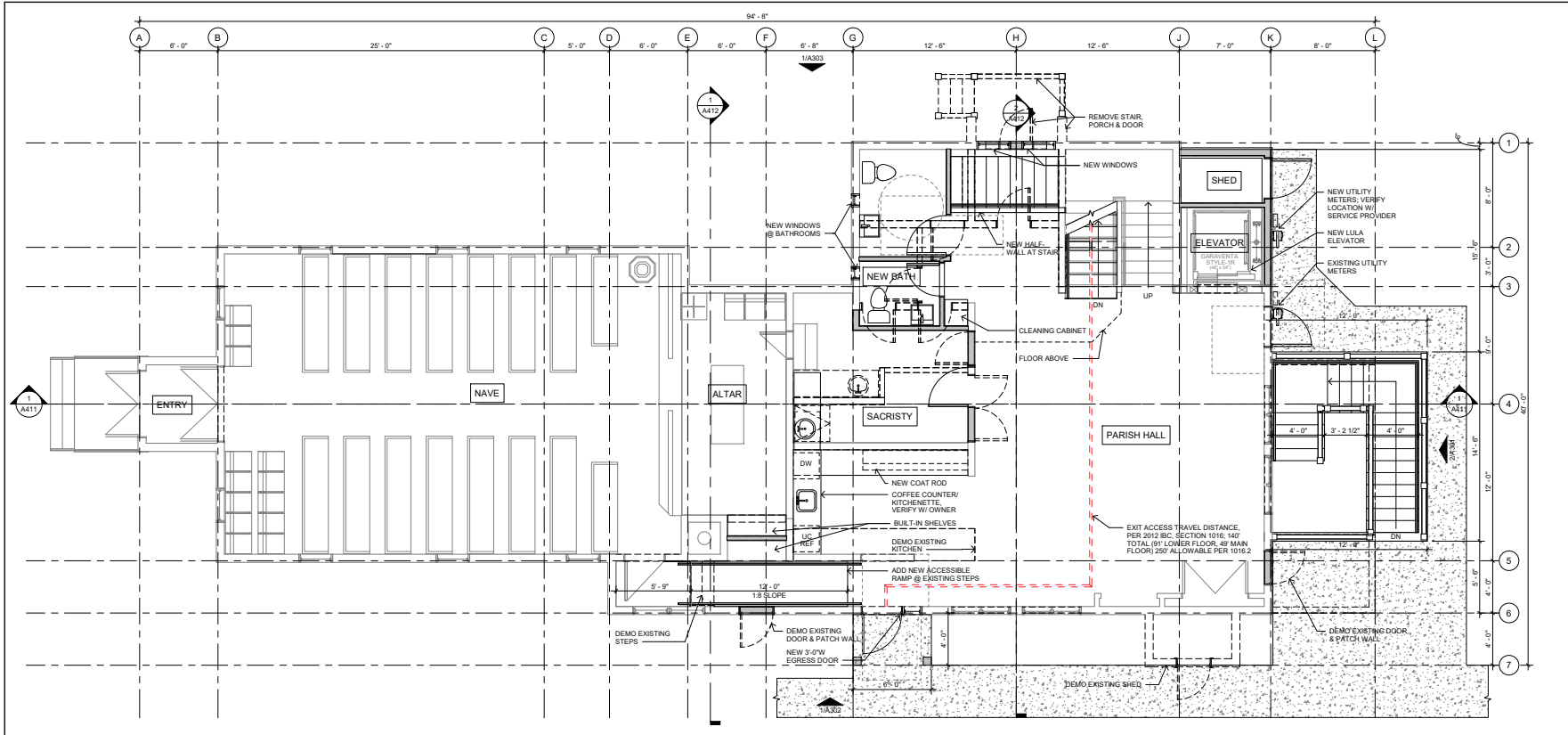
NOTES:

- BUILDING AREAS CALCD IN ACCORDANCE W/ BUILDING CODE REQMENTS.
- UNCONDITIONED AREA INCLUDES GARAGE, MECHANICAL & STORAGE (WITH OVER 5'-0" HEADROOM).
- STAIRS & LANDINGS NOT COUNTED WITH UPPERMOST FLOOR SQUARE FOOTAGES.

SITE PLAN, AREA CALCS & NOTES

draft

A111



**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT IS
PERMITTED.

ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

1 MAIN FLOOR PLAN
A211
0 4 8 12 16
PLAN NORTH

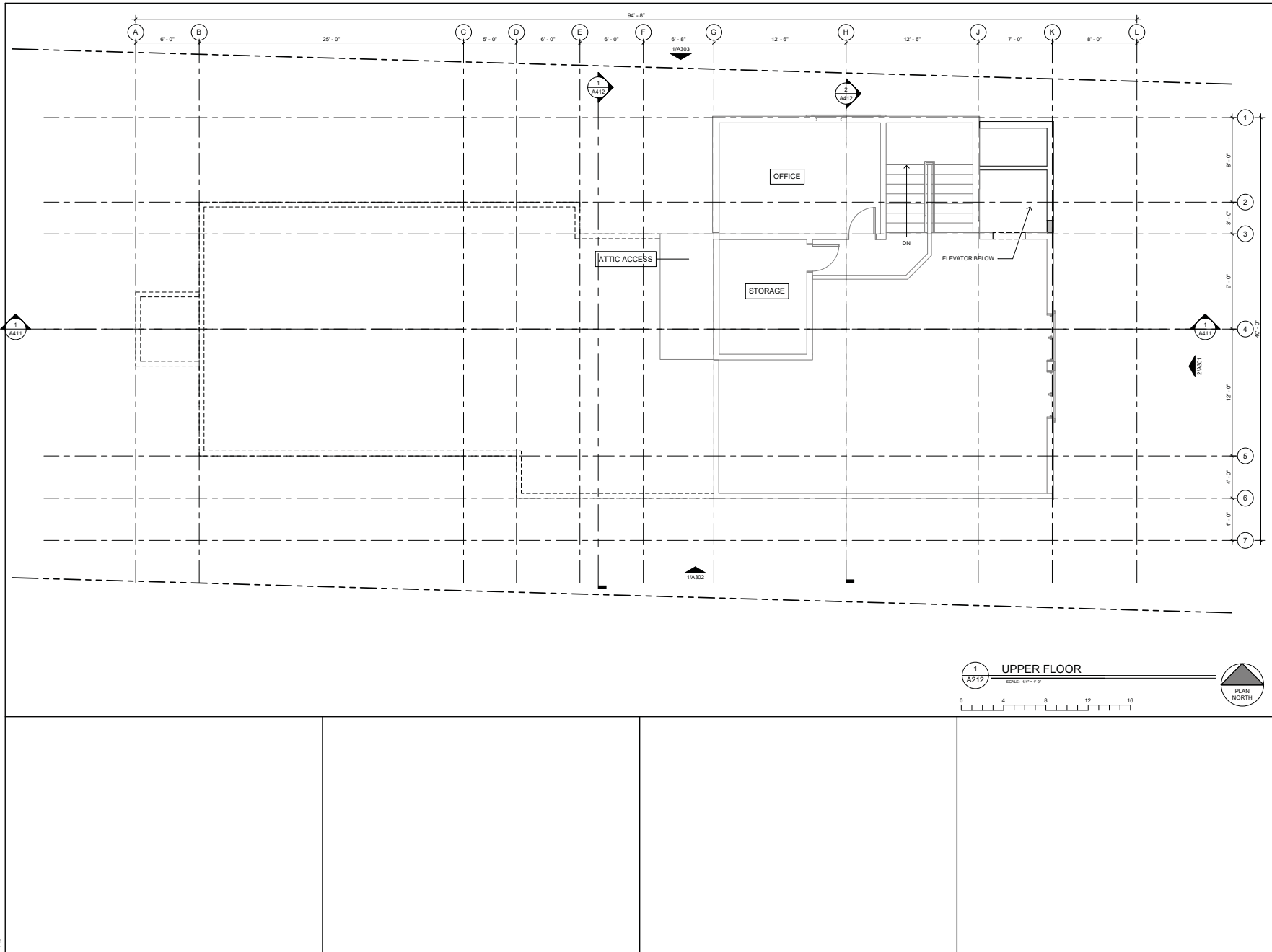
PLAN LEGEND

	EXISTING WALL TO REMAIN
	WALL TO BE REMOVED (SHOWN DASHED)
	NEW WALL (SHOWN SHADED)
	EXISTING DOOR
	NEW DOOR
	DOOR TO BE REMOVED (SHOWN DASHED)

MAIN FLOOR PLAN

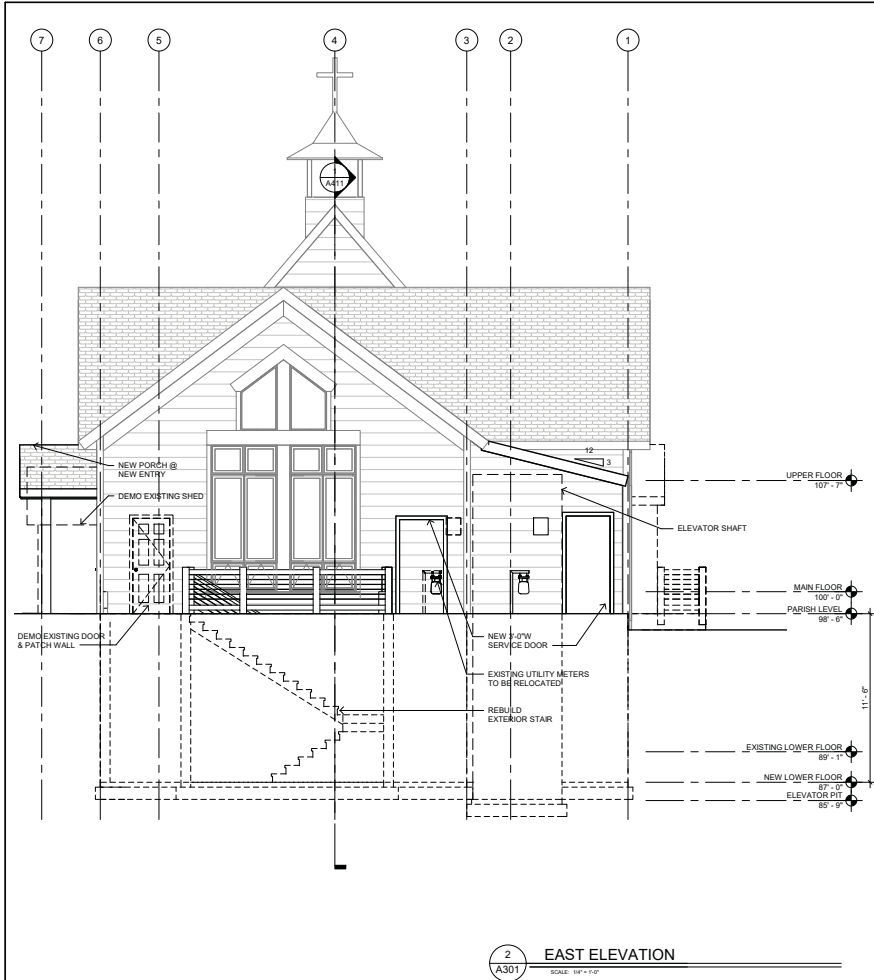
draft

A211

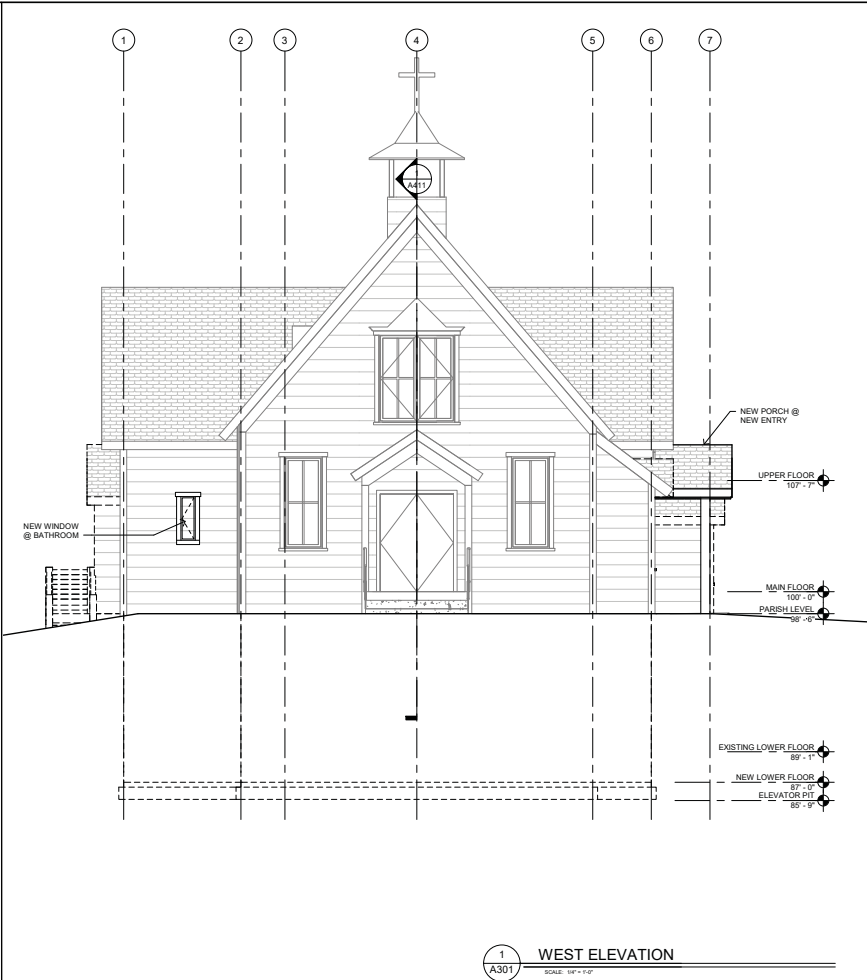


ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

**additions & alterations
to st john's
episcopal church**
lot 1, 2
block 4 abbots addition
breckenridge, colorado
PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT OF
STAISS ARCHITECTS.

ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

EXTERIOR ELEVATIONS
draft
A301

**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT IS
PERMITTED.

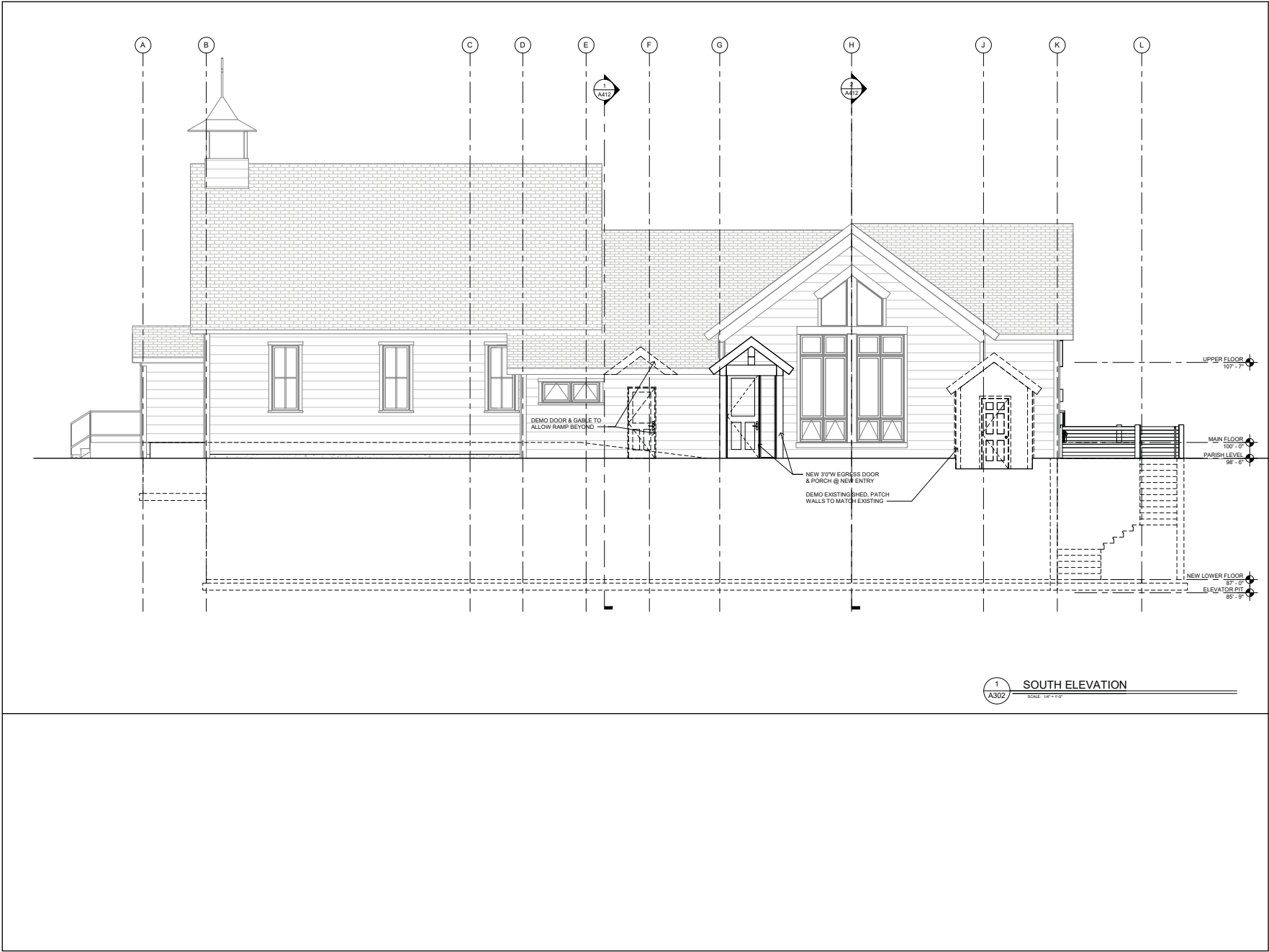
ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

EXTERIOR ELEVATIONS

draft

A302



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

I:\stais\projects\com\stjohns\user\stjohns\Documents\1963_SJES_3d\Model\spoint_2_dither.rvt 12/27/2019 11:20:24

**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT IS
PERMITTED.

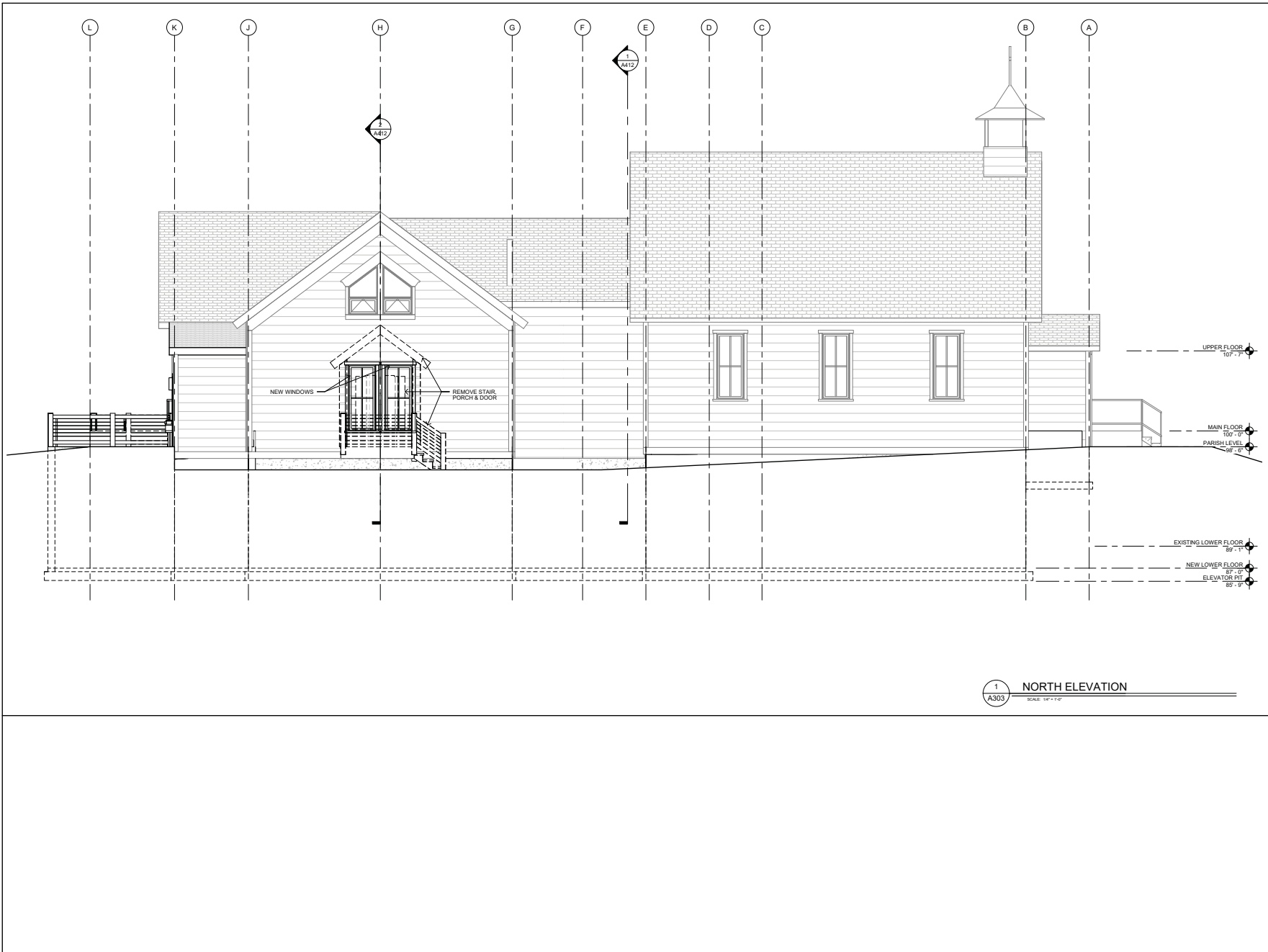
ISSUE:

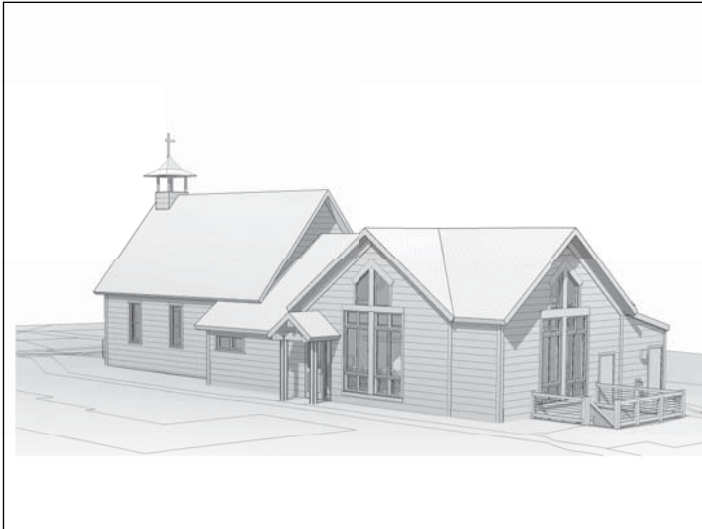
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

EXTERIOR ELEVATIONS

draft

A303





3
A311 VIEW FROM SOUTHEAST
SCALE



1
A311 VIEW FROM NORTHWEST
SCALE



4
A311 VIEW FROM NORTHEAST
SCALE



2
A311 VIEW FROM SOUTHWEST
SCALE

**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 abbette addition
breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT IS
PERMITTED.

ISSUE:

schematic	27 dec 2019

EXTERIOR
PERSPECTIVES
draft

A311

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

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

Additions To The Development Agreement As Approved on First Reading Are
Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is made as of the ____ day of _____, 2020 (“**Effective Date**”) between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”) and SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, a Colorado nonprofit corporation (“**Church**”). Town and Church are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually by name or as a “**Party**.”

Recitals

A. Church owns the following described real property in the Town of Breckenridge, Summit County, Colorado:

Lots 1 and 2, Block 4, Abbett Addition to the Town of Breckenridge

(“**Property**”).

B. There is located on the Property a church that was originally constructed in 1881 (“**Historic Church**”), together with an addition to the Historic Church that was constructed in 1986 (“**1986 Addition**”). Both the Historic Church and the 1986 have basements, but the Historic Church and the 1986 Addition are only connected above ground.

C. Church proposes to restore and rehabilitate the Historic Church, remodel the 1986 Addition, add a new foundations to both the Historic Church and the 1986 Addition, and connect the Historic Church and the 1986 Addition below ground by an addition not to exceed 300 square feet size (the “**Project**”). The Project is more fully described in the Application (as hereafter defined).

D. A development agreement is necessary in order to accommodate the project proposed by Church.

DEVELOPMENT AGREEMENT

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

3
4 F. The commitments proposed by the Church in connection with this Agreement are set
5 forth hereafter, and are found and determined by the Town Council to be adequate.

6
7 G. The Town Council has received a completed application and all required submittals
8 for a development agreement (“**Application**”); had a preliminary discussion of the Application
9 and this Agreement; determined that it should commence proceedings for the approval of this
10 Agreement; and, in accordance with the procedures set forth in Section 9-9-10(C) of the
11 Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

12
13 Agreement

14
15 1. Subject to the provisions of this Agreement, the Town’s Planning Commission¹ is
16 hereby authorized to review and approve the Application, subject to compliance with all other
17 applicable development policies of the Town.

18
19 2. So long as the Application is not materially amended prior to the Planning
20 Commission’s final decision, the Application shall not be found to fail the following absolute
21 policies of the Town’s Development Code²: (i) Section 9-1-19-3A, “Policy 3 (Absolute)
22 Compliance With Density/Intensity Guidelines;” (ii) Section 9-1-19-4A, “Policy 4 (Absolute)
23 Mass;” **and** (iii) ~~Section 9-1-19-5A, “Policy 9 (Absolute) Placement of Structures;”~~ and (iv)
24 Section 9-1-19-18R, “Policy 18 (Absolute) Parking.” All other relevant absolute ~~and relative~~
25 development policies of the Development Code shall be applied to the Application in accordance
26 with the Planning Commission’s normal process for evaluating an application for a development
27 permit.

28
29 **3. So long as the Application is not materially amended prior to the Planning**
30 **Commission’s final decision, no negative points shall be assessed against the Application**
31 **under the following relative policies of the Town’s Development Code: (i) Section 9-1-19-3R,**
32 **“Policy 3 (Relative) Compliance With Density/Intensity Guidelines;” and (ii) Section 9-1-**
33 **19-4R, “Policy 4 (Relative) Mass. All other relevant relative development policies of the**
34 **Development Code shall be applied to the Application in accordance with the Planning**
35 **Commission’s normal process for evaluating an application for a development permit.**
36

37 **4.** ~~3-~~ The Town will provide up to a maximum of 300 square feet of density for the
38 Project at no cost to the Church. Provided, however, if it is ever determined **by a court** that the

¹ The term “Planning Commission” as used in this Agreement includes the Town Council of the Town of Breckenridge, if the decision of the Planning Commission on the Application is “called up” by the Town Council pursuant to Section 9-1-18-5 of the Development Code. In the event of a call up, the Town Council shall make the final decision on the Application.

² Chapter 1 of Title 9 of the Breckenridge Town Code.

1 Town may not legally provide such density for any reason the Church the Town will not provide
2 such density, and the Church will purchase the required density and transfer the purchased
3 density to the Property. **The purchase price for the required density will not exceed the**
4 **amount in effect as of the date of this Agreement.**
5

6 5. During the period of the construction of the improvements described above, the
7 Church may use a portion of the Town's Community Center parking lot, and a portion of the
8 Lincoln Street right-of-way (as depicted on the attached **Exhibit "A"**, which is incorporated into
9 this Agreement by reference) for construction staging. Within five days following the issuance of
10 a certificate of occupancy for the improvements Church shall clean up and remove all
11 construction debris from the portions of the Town's Community Center parking lot and the
12 Lincoln Street right-of-way used by its contractors in connection with the construction of the
13 improvements
14

15 **5. In connection with an application for a development permit to develop the**
16 **Property in accordance with this Agreement, the application shall not receive an award of**
17 **positive points under the Development Code for: (i) any commitment offered to the Town**
18 **by the Applicant pursuant to this Agreement, or (ii) any other obligation or requirement of**
19 **the applicant under this Agreement.**
20

21 **6.** 4. As the commitments encouraged to be made in connection with an application for a
22 development agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, the Church
23 shall do the following: (i) agree to have the Town designate the Historic Church (which includes
24 the additional basement density allowed in connection with landmarking the building) as a
25 historic landmark under the Town's Historic Preservation Ordinance³; (ii) dedicate to the Town,
26 in a form and substance acceptable to the Town Attorney, a new public pedestrian easement four
27 feet in width running along the southerly property line of the Property; ~~and~~ (iii) remove the
28 stairwell on the Property that currently encroaches into the Town's Lincoln Avenue right-of-
29 way. These actions shall be taken as and when directed by the Town.; **(iv) execute a restrictive**
30 **covenant, in a form acceptable to the Town Attorney, restricting approximately 2,354 feet**
31 **of space in the Church to use for social services⁴ in perpetuity, in accordance with Church**
32 **policies then in force; and (v) grant to the Town a right of first offer to purchase the**
33 **Property in the event the use of the Property as a church is ever discontinued. The Right of**
34 **First Offer shall be set forth in a separate agreement to be recorded prior to the issuance of**
35 **a building permit for the improvements to be constructed to the Property pursuant to this**
36 **Agreement in a form acceptable to the Town attorney and the Church.**
37

³Chapter 11 of Title 9 of the Breckenridge Town Code.

⁴**"Social Services" means may include, but is not limited to, mental health programs, substance abuse programs, youth programs, and community meals.**

1 **7. Town will work with Church with respect to the Church’s use of the Town’s**
2 **trash dumpster enclosure located on the adjacent Lots 1-9, Block 2, Yingling and Mickles**
3 **Subdivision (Town’s Breckenridge Grand Vacation Community Center).**
4

5 **8.** ~~5-~~The term of this Agreement shall commence on the Effective Date and shall end,
6 subject to earlier termination in the event of a breach of this Agreement, five (5) years from the
7 Effective Date unless prior to such date the Application has finally been approved by the Town,
8 and the development permit for the work on the Property has been executed and signed by
9 Church.
10

11 **9.** ~~6-~~Except as provided in Section 24-68-105, C.R.S. and except as specifically
12 provided for herein, the execution of this Agreement shall not preclude the current or future
13 application of municipal, state or federal ordinances, laws, rules or regulations to the Property
14 (collectively, “laws”), including, but not limited to, building, fire, plumbing, engineering,
15 electrical, and mechanical codes, and the Town’s Development Code, Subdivision Standards⁴⁵,
16 and other land use laws, as the same may be in effect from time to time throughout the term of
17 this Agreement. Except to the extent the Town otherwise specifically agrees, any development
18 of the Property shall be done in compliance with the then-current laws of the Town.
19

20 **10.** ~~7-~~Nothing in this Agreement shall preclude or otherwise limit the lawful authority of
21 the Town to adopt or amend any Town law, including, but not limited to the Town’s: (i)
22 Development Code, (ii) Comprehensive Plan, (iii) Land Use Guidelines, and (iv) Subdivision
23 Standards.
24

25 **11.** ~~8-~~Prior to any action against Town for breach of this Agreement, Church shall give
26 the Town a sixty (60) day written notice of any claim of a breach or default by the Town, and the
27 Town shall have the opportunity to cure such alleged default within such time period.
28

29 **12.** ~~9-~~Town shall not be responsible for, and Church shall have any remedy against the
30 Town, if the Project is prevented or delayed for reasons beyond the control of the Town.
31

32 **13.** ~~10-~~Church not shall commence work on its Project until it obtains such other and
33 further Town permits and approvals as may be required from time to time by applicable Town
34 ordinances.
35

36 **14.** ~~11-~~No official or employee of the Town shall be personally responsible for any
37 actual or alleged breach of this Agreement by the Town.
38

39 **15.** ~~12-~~Church agrees to indemnify and hold the Town, its officers, employees, insurers,
40 and self-insurance pool, harmless from and against all liability, claims, and demands, on account
41 of injury, loss, or damage, including without limitation claims arising from bodily injury,
42 personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind

⁴⁵Chapter 2 of Title 9 of the Breckenridge Town Code.

1 whatsoever, which arise out of or are in any manner connected with this Agreement, if such
2 injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in
3 part by, the negligence or intentional act or omission of Church; any subcontractor of Church, or
4 any officer, employee, representative, or agent of Church or of any subcontractor of Church, or
5 which arise out of any worker's compensation claim of any employee of Church, or of any
6 employee of any subcontractor of Church; except to the extent such liability, claim or demand
7 arises through the negligence or intentional act or omission of Town, its officers, employees, or
8 agents. Church agrees to investigate, handle, respond to, and to provide defense for and defend
9 against, any such liability, claims, or demands at the sole expense of Church. Church also agrees
10 to bear all other costs and expenses related thereto, including court costs and attorney's fees.

11
12 16. ~~13.~~ If any provision of this Agreement shall be invalid, illegal, or unenforceable, it
13 shall not affect or impair the validity, legality or enforceability of the remaining provisions of the
14 Agreement.

15
16 17. ~~14.~~ This Agreement constitutes a vested property right pursuant to Article 68 of Title
17 24, Colorado Revised Statutes, as amended.

18
19 18. ~~15.~~ Section ~~11~~15 of this Agreement shall survive the expiration or termination of this
20 Agreement and shall be fully enforceable thereafter, subject to any applicable statute of
21 limitation.

22
23 19. ~~16.~~ No waiver of any provision of this Agreement shall be deemed or constitute a
24 waiver of any other provision, nor shall it be deemed to constitute a continuing waiver, unless
25 expressly provided for by a written amendment to this Agreement signed by the Parties; nor shall
26 the waiver of any default under this Agreement be deemed a waiver of any subsequent default or
27 defaults of the same type.

28
29 20. ~~17.~~ This Agreement shall be recorded in the office of the Clerk and Recorder of
30 Summit County, Colorado.

31
32 21. ~~18.~~ Nothing contained in this Agreement shall constitute a waiver of the Town's
33 sovereign immunity under any applicable state or federal law.

34
35 22. ~~19.~~ Personal jurisdiction and venue for any civil action commenced by any Party to
36 this Agreement shall be deemed to be proper only if such action is commenced in District Court
37 of Summit County, Colorado. Church each expressly waive any right to bring such action in or to
38 remove such action to any other court, whether state or federal. **BOTH PARTIES WAIVE ANY
39 RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION TO ENFORCE, INTERPRET OR
40 CONSTRUE THIS AGREEMENT.**

1 23. ~~20.~~ Any notice required or permitted hereunder shall be in writing and shall be
2 sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed
3 as follows:

4
5 If to the Town: Rick G. Holman, Town Manager
6 Town of Breckenridge
7 P.O. Box 168
8 Breckenridge, CO 80424
9

10 With a copy (which
11 shall not constitute
12 notice to the Town) to: Timothy H. Berry, Esq.
13 Town Attorney
14 P.O. Box 2
15 Leadville, CO 80461
16

17 If to Church: Reverend Charles F. Brumbaugh
18 Saint John the Baptist Episcopal Church
19 P.O. Box 2166
20 Breckenridge, CO 80424
21

22 Notices mailed in accordance with the provisions of this Section 21 shall be deemed to have been
23 given upon delivery. Notices personally delivered shall be deemed to have been given upon
24 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
25 Colorado Rules of Civil Procedure for service of civil process.
26

27 24. ~~21.~~ This Agreement shall be interpreted in accordance with the laws of the State of
28 Colorado without regard to principles of conflicts of laws.
29

30 25. ~~22.~~ This Agreement constitutes the entire agreement and understanding between the
31 Parties relating to the subject matter of this Agreement and supersedes any prior agreement or
32 understanding relating to such subject matter.
33

34 TOWN OF BRECKENRIDGE
35

36
37
38 By: _____
39 Rick G. Holman, Town Manager
40
41

1 ATTEST:

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

Helen Cospolich, CMC, Town
Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
2020 by Rick G. Holman, as Town Manager, and Helen Cospolich, CMC, as Town Clerk, of the
Town of Breckenridge, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

SAINT JOHN THE BAPTIST EPISCOPAL
CHURCH OF BRECKENRIDGE, a
Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

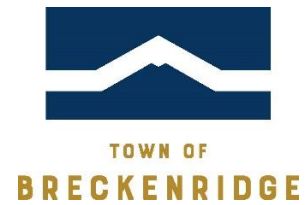
1 STATE OF COLORADO)
2) ss.
3 COUNTY OF SUMMIT)
4

5 The foregoing was acknowledged before me this _____ day of _____,
6 2020, by _____, as _____ of Saint
7 John The Baptist Episcopal Church of Breckenridge, a Colorado nonprofit corporation.
8

9 Witness my hand and official seal.

10
11 My commission expires: _____
12
13
14

15 _____
16 Notary Public
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58



Memo

To: Town Council
From: Eli Johnston, Chief Building Official
Date: 3/17/2020
Subject: Continuance of the Sustainable Energy Code

On February 25th Council considered an Ordinance adopting the Sustainable Energy Building Code. The Ordinance was continued from the March 10th meeting due to the Summit County Builders Association having several concerns. The Ordinance was then scheduled for second reading on March 24th. Unfortunately, due to the on-going COVID-19 issues, staff believes that it would be most prudent to continue this second reading to a future date.

Staff recommends that Council authorize a continuance of the second reading to April 28th

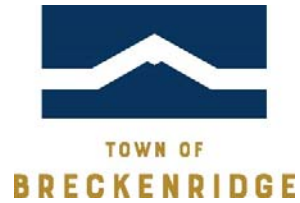


Memo

To: Town Council
From: Laurie Best-Community Development Department
Date: 3/17/2020 (for March 24, 2020 meeting)
Subject: CONTINUANCE-AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (ABSOLUTE) AND POLICY 24 (RELATIVE) CONCERNING HOUSING

On March 10, 2020 the Council considered an Ordinance amending Policy 24 (Housing). The Ordinance was scheduled for second reading/public hearing on March 28th. Unfortunately, due to the on-going COVID-19 issues, staff believes that it would be most prudent to continue this second reading to a future date.

Staff recommends that Council authorize a continuance of the second reading to April 28, 2020.



Memo

To: Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Date: 3/17/2020 (for March 28, 2020 meeting)
Subject: Second Reading- Policy 24A/R Social Community Regarding Amenities and Policy 25R Transit Positive Point Modifications

Background

Staff reviewed the proposed changes at first reading with Council on March 10th. This policy change was developed in reaction to concerns from the Town Council regarding the amount of positive points available in the Development Code for amenity space in Policy 24/R. Under the current business model for larger sized accommodations like hotels and condo/hotels, developers are likely to provide large amounts of amenity spaces regardless of positive points and therefore, the public benefit is negligible. Meeting rooms, per the existing policy, would continue to receive positive points under the policy which the Town has a shortage of. Applications with positive points for meeting rooms would be required to record a covenant that runs with the property to ensure that designated meeting space remains in perpetuity which has been added to the second reading.

Staff has also proposed changes to Policy 25/R Transit, which Council directed staff to modify at second reading to continue to award positive two (+2) points for lodging shuttles and add that electric shuttle systems would receive positive four (+4) points which has been included with this reading.

Staff Recommendation

Staff recommends that the Town Council approve the second reading to amend Policy 24/A Social Community regarding Amenities and Policy 24/R Transit as attached.

Staff will be available at the meeting to answer any questions that the Town Council may have.

1 **FOR WORKSESSION/SECOND READING – MARCH 24**

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. 11

7
8 Series 2020

9
10 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE
11 TOWN CODE, KNOWN AS THE “TOWN OF BRECKENRIDGE DEVELOPMENT CODE,”
12 BY AMENDING POLICY 24 (RELATIVE) CONCERNING THE SOCIAL COMMUNITY
13 AND POLICY 25 CONCERNING TRANSIT
14

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

17
18 Section 1. Subsection D of Section 9-1-19-24R, “Policy 24 (Relative) Social
19 Community,” of the Breckenridge Town Code is amended to read as follows:
20

3 x D. Meeting And Conference Rooms: The provision of meeting and
(0/+2) conference facilities over and above that required in section 9-1-19-24A,
"Policy 24 (Absolute) The Social Community", subsection A, of this
chapter is strongly encouraged. (These facilities, when provided over and
above that required in section 9-1-19-24A, "Policy 24 (Absolute) The
Social Community", subsection A, of this chapter, shall not be assessed
against the density and mass of a project when the meeting spaces are
~~legally~~ guaranteed to remain as meeting and conference facilities **by a**
restrictive covenant complying with the requirements of Section 9-1-
26, and they do not equal more than 200 percent of the area required under
section 9-1-19-24A, "Policy 24 (Absolute) The Social Community",
subsection A, of this chapter.)

21
22 Section 2. Section 9-1-19-25R, “Policy 25 (Relative) Transit,” of the Breckenridge
23 Town Code is amended to read as follows:
24

2 x (-/+4) Nonauto Transit System: The inclusion of or the contribution to a
permanent nonauto transit system, designed to facilitate the movement of
persons to and from Breckenridge or within the Town, is strongly
encouraged. Nonauto transit system elements include buses and bus stops,
both public and private, air service, trains, lifts, and lift access that have
the primary purpose of providing access from high density residential
areas or major parking lots of the Town to the mountain, etc. Any
development which interferes with the community's ability to provide

nonauto oriented transportation elements is discouraged. Positive points shall be awarded under this policy only for the inclusion of or the contribution to nonauto transit system elements which are located on the applicant's property. **Higher p**Point assignments will be considered only for transit systems available to the general public.

+2 points shall be assigned for a lodging shuttle system.

+4 points shall be assigned for an all electric shuttle system.

+6-or +8 points shall be assigned for Higher point assignments will be given to large scale solutions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

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

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

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

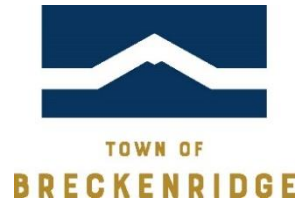
INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk
500-419\Policies 24R and 25R Ordinance_2 (03-17-20)(First Reading)



Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 3/16/20
Subject: Council Bill No. 12 (Amendment to Accommodation Tax Ordinance)

The second reading of the ordinance amending the Town's Accommodation Tax Ordinance is scheduled for your meeting on March 24th. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – MARCH 10**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 12

6
7 Series 2020

8
9 AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE BRECKENRIDGE
10 TOWN CODE KNOWN AS THE “BRECKENRIDGE PUBLIC ACCOMMODATION TAX”
11 ORDINANCE

12
13 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
14 COLORADO:

15
16 Section 1. The Town Council finds, determines, and declares as follows:

17 A. The Town of Breckenridge is a home rule municipal corporation organized existing
18 under Article XX of the Colorado Constitution.

19
20 B. The electors of the Town adopted the Breckenridge Town Charter on April 1, 1980.

21
22 C. Section 12.1 of the Breckenridge Town Charter provides that the Town Council of the
23 Town may, by ordinance, levy and collect excise taxes for municipal purposes.

24
25 D. The Town Council has heretofore enacted various municipal excise taxes, each of
26 which is currently codified in Title 3 of the Breckenridge Town Code.

27
28 E. In 1992 the electors of the state approved Article X, §20 of the Colorado Constitution,
29 commonly known as the “TABOR Amendment.”

30
31 F. The Town is a “district” as defined in TABOR.

32
33 G. Section 7(b) of TABOR establishes a formula for the calculation of a local district’s
34 (such as the Town’s) allowed annual fiscal year spending.

35
36 H. Section 7(d) of TABOR provides that local electors may approve a “voter-approved
37 revenue change” to the local district’s allowed annual fiscal year spending.

38
39 I. By Ordinance No. 28, Series 1995, the Town Council of the Town of Breckenridge
40 referred to the electors of the Town the following ballot question:

41
42 SHALL THE TOWN OF BRECKENRIDGE BE AUTHORIZED,
43 COMMENCING IN 1994 AND CONTINUING ANNUALLY THEREAFTER,
44 TO COLLECT AND RETAIN WHATEVER AMOUNTS ARE RAISED
45 ANNUALLY FROM ALL SOURCES, WITHOUT LIMITATION, AND THE

1 AUTHORITY TO EXPEND SUCH REVENUES FOR THE PURPOSES OF
2 PROVIDING FOR THE HEALTH, SAFETY AND WELFARE OF THE
3 PEOPLE OF THE TOWN OF BRECKENRIDGE, AS A VOTER-APPROVED
4 REVENUE CHANGE AND EXCEPTION TO THE LIMITS WHICH WOULD
5 OTHERWISE APPLY, PURSUANT TO ARTICLE X, SECTION 20 OF THE
6 COLORADO CONSTITUTION (ALSO KNOWN AS “TABOR” AND
7 ‘AMENDMENT ONE’); PROVIDED THAT NO TOWN TAX RATE OR MILL
8 LEVY SHALL BE INCREASED AND NO NEW TAX SHALL BE CREATED
9 WITHOUT FURTHER VOTER APPROVAL?
10

11 J. At a special municipal election held on November 7, 1995 the electors of the Town
12 approved the ballot question set forth in Section I, above.
13

14 K. In 2009 the Colorado Supreme Court issued its opinion in the case of Mesa County
15 Bd. of Comm’rs v State, 203 P.3d 519 (Colo. 2009). In its opinion the Supreme Court held that
16 when a municipality subject to TABOR has approved a broadly worded measure such as the
17 Town did in 1995, the municipality may thereafter amend its tax ordinance(s) without a new
18 election because, in the language of the Court’s opinion, “such a requirements would create
19 unnecessary redundancy.”
20

21 L. Pursuant to the Colorado Supreme Court’s holding in the case mentioned in Section K,
22 the adoption of this ordinance does not result in a “tax policy change” requiring approval of the
23 Town’s electors under TABOR.
24

25 M. The adoption of the ordinance does not create a new tax or tax rate.
26

27 Section 2. Chapter 4 of Title 3 of the Breckenridge Town Code is amended to read as
28 follows:

29 CHAPTER 4

30 BRECKENRIDGE PUBLIC ACCOMMODATION TAX

31 SECTION:

- 32
33
34
35 3-4-1: TITLE
36 3-4-2: LEGISLATIVE INTENT
37 3-4-3: DEFINITIONS
38 3-4-4: IMPOSITION OF TAX
39 3-4-5: EXEMPTIONS
40 3-4-6: COLLECTION OF TAX
41 3-4-7: VENDOR RESPONSIBLE FOR PAYMENT OF TAX
42 3-4-8: DUTY TO KEEP BOOKS AND RECORDS
43 3-4-9: CONSOLIDATION OF RETURNS
44 3-4-10: TRUST STATUS OF TAX IN POSSESSION OF VENDOR
45 3-4-11: COLLECTION AND REFUND OF DISPUTED TAX
46 3-4-12: REFUND PROCEDURE

- 1 3-4-13: EXAMINATION OF RETURNS; REFUNDS; CREDITS; AND
- 2 DEFICIENCIES
- 3 3-4-14: INTEREST ON LATE PAYMENTS; PENALTY
- 4 3-4-15: PENALTIES FOR DEFICIENCY CAUSED BY FRAUD
- 5 3-4-16: INVESTIGATION OF VENDOR’S BOOKS
- 6 3-4-17: AUDIT; ESTIMATED OF TAXES; PENALTY; INTEREST;
- 7 NOTICE; ASSESSMENT
- 8 3-4-18: REVIEW BY FINANCE DIRECTOR
- 9 3-4-19: REVIEW OF FINANCE DIRECTOR’S FINAL ORDER OR
- 10 DECISION
- 11 3-4-20: TAX LIEN
- 12 3-4-21: SALE UPON DISTRAINT
- 13 3-4-22: RELEASE OF LIEN
- 14 3-4-23: MANAGER MAY WAIVER PENALTY
- 15 3-4-24: LICENSE AND TAX IN ADDITION TO ALL OTHER TAXES
- 16 3-4-25: VIOLATIONS; EVASION OF COLLECTION OR PAYMENT OF
- 17 TAX

18
19 3-4-1: TITLE:

20
21 This Chapter shall be known as and referred to as the REVISED
22 BRECKENRIDGE PUBLIC ACCOMMODATION TAX.

23
24 3-4-2: LEGISLATIVE INTENT:

25
26 A. It is hereby declared to be the legislative intent of the Town Council that, for
27 the purposes of this Chapter, every person who purchases in the Town any
28 lodging is exercising a taxable privilege.

29
30 B. It is hereby declared to be the legislative intent of the Town Council that, for
31 the purposes of this Chapter, every vendor who shall make a sale of lodging to a
32 purchaser in the Town shall collect the tax imposed by this Chapter to the total
33 purchase price charged for such lodging furnished at any one (1) time by or to
34 every customer or buyer, in the manner set forth in this Chapter. It is the
35 legislative intent of the Town Council that the term “vendor” as used in this
36 Chapter shall include, without limitation, online travel companies to the
37 maximum extent permitted by law.

38
39 3-4-3: DEFINITIONS:

40
41 In addition to the definitions in Chapter 1 of this Title, when used in this Chapter
42 the following words shall have the following meanings unless the context requires
43 otherwise:

44

1 (1) Gross taxable sales means the total amount received in money, credits,
2 property or other consideration valued in money from sales and purchases of
3 lodging that is subject to the tax imposed in this Chapter.

4
5 (2) Lodging shall mean rooms or accommodations for overnight use furnished by
6 any person or the representative of any person to any person who for
7 consideration uses, possesses, occupies or has the right to use, possess or occupy
8 any such room or accommodation in a hotel, condominium hotel, apartment hotel,
9 condominium, lodging house, motel, motor hotel, guest house, guest ranch, resort,
10 mobile home, mobile home park, auto court, inn, trailer court, trailer park or
11 hotel, under any concession, permit, lease, contract, license to use or other similar
12 arrangement.

13
14 (3) Purchase or sale means the acquisition or furnishing for consideration by any
15 person of lodging within the Town.

16
17 (4) Purchaser means any person exercising the taxable privilege of purchasing
18 lodging.

19
20 (5) Tax means either the tax payable by the purchaser or the aggregate amount of
21 taxes due from a vendor during the period for which the vendor is required to
22 report collections under this Chapter.

23
24 (6) Vendor means a person making sales of or furnishing lodging to a purchaser in
25 the Town.

26
27 3-4-3: IMPOSITION OF TAX:

28
29 There is hereby levied and shall be collected and paid a tax by every person
30 exercising the taxable privilege of purchasing lodging as in this Chapter defined
31 an excise tax of three and four-tenths percent (3.4%) on the purchase price paid of
32 charged for such lodging.

33
34 3-4-4: EXEMPTIONS:

35
36 There shall be exempt from this Chapter the following:

37
38 (1) All lodging as defined in this Chapter furnished to any person who resides
39 continuously for a period of thirty (30) consecutive days or more in rooms or
40 accommodations or has the right to so reside pursuant to any written concession,
41 permit, contract, license to use or other written arrangement;

42 (2) All sales to the United States government; to the State of Colorado, its
43 departments or institutions, and the political subdivisions thereof, in their
44 governmental capacities only; and all sales to the Town and any department
45 thereof;

46 (3) All sales to charitable organizations that are:

- 1 a. Billed directly to the charitable organization;
- 2 b. Paid directly from funds of the charitable organization; and
- 3 c. Used exclusively for the charitable organization's organizational or operational
- 4 purposes.

5
6 3-4-5: COLLECTION OF TAX:

7
8 A. Every vendor making sales to a purchaser in the Town, which are taxable
9 under the provisions of this Chapter, at the time of making such sales is required
10 to collect the tax imposed by Section 3-4-3 from the purchaser.

11
12 B. The tax to be collected as provided by Section A of this Section shall be stated
13 and charged separately from the sale price and shown separately from the sale
14 price on any record thereof at the time when the sale is made or at the time when
15 evidence of the sale is made or at the time when evidence of the sale is issued or
16 employed by the vendor; provided, that when added such tax shall constitute a
17 part of such purchase price or charge and shall be a debt from the purchaser to the
18 vendor until paid and shall be recoverable at law in the same manner as other
19 debts. The tax shall be paid by the purchaser to the vendor, as trustee for and on
20 account of the Town, and the vendor shall be liable for the collection thereof and
21 on account of the Town.

22 C. Taxes paid on the amount of gross sales which are represented by accounts
23 which are found to be worthless and are actually and properly charged off as bad
24 debts for the purpose of the income tax imposed by the laws of the state may be
25 credited upon a subsequent payment of the tax herein provided; but if any such
26 accounts are thereafter collected by the taxpayer, a tax shall be paid upon the
27 amount so collected.

28
29 3-4-6: VENDOR RESPONSIBLE FOR PAYMENT OF TAX:

30
31 A. Amount. Every vendor shall add the tax imposed by Section 3-4-3 to the
32 purchase price or charge for lodging, and the vendor shall be liable and
33 responsible to the Town for the payment on a monthly basis of an amount
34 equivalent to such tax on all gross taxable sales, and also liable and responsible to
35 the Town for any collection in excess of that equivalent amount. Every vendor
36 shall on its return round each calculation, as directed on such form as the Finance
37 Director may require, to the nearest whole dollar and remit the rounded amount.
38 In rounding under this section, any amount of forty-nine cents (\$0.49) or less shall
39 be rounded down, and any amount of fifty cents (\$0.50) or higher shall be
40 rounded up.

41
42 B. Returns. Every vendor shall on or before the twentieth day of each month make
43 a return to the Finance Director for the preceding calendar month and remit to the
44 Finance Director simultaneously therewith the total amount due the Town as
45 provided by subsection (a). Returns of the vendor, or the Vendor's duly
46 authorized agent, shall contain such information and be made in such a manner

1 and upon such forms as the Finance Director may prescribe, and the Finance
2 Director may, by regulation duly adopted, extend the time up to one (1) year for
3 making returns and paying the tax due.
4

5 **3-4-7: DUTY TO KEEP BOOKS AND RECORDS**
6

7 It shall be the duty of every vendor hereunder to keep and preserve suitable
8 records of all sales made by the vendor and such other books or accounts as may
9 be necessary to determine the amount of the tax for the collection or payment of
10 which such vendor is liable under this Chapter. It shall be the duty of every
11 vendor to keep and preserve for a period of three (3) years following the due date
12 of the return or the payment of the tax all such books, invoices and other records
13 necessary to determine the tax and the same shall be open for examination by the
14 Finance Director. Upon demand by the Finance Director the vendor shall make
15 the books, invoices, accounts or other records it maintains available at the office
16 of the Finance Director or some other place designated by the Finance Director
17 for examination, inspection and audit by the Finance Director. The Finance
18 Director, in the Finance Director's discretion, may make, permit or cause to be
19 made the examination, inspection or audit of books, invoices, accounts and other
20 records so kept or maintained by the vendor. When the vendor shall have entered
21 into a binding agreement with the Town to reimburse it for all costs and expenses
22 incurred by the Town in order to have such examination, inspection or audit at a
23 place other than the place designated by the Finance Director, then such
24 examination, inspection or audit shall be made where such records are kept or
25 maintained by the vendor or as otherwise designated in the agreement.
26

27 **3-4-8: CONSOLIDATION OF RETURNS:**
28

29 A vendor doing business in two (2) or more places or locations, whether in or
30 without the Town, and collecting taxes under this Chapter may file one (1) return
31 covering all such places or locations, when accompanied by a supplemental report
32 showing the gross and net taxable sales and taxes collected thereon for each such
33 place or location.
34

35 **3-4-10: TRUST STATUS OF TAX IN POSSESSION OF VENDOR:**
36

37 All sums of money paid by the purchaser to the vendor as taxes imposed by this
38 Chapter shall be and remain public money, the property of the Town, in the hands
39 of such vendor, and the vendor shall hold the same in trust for the sole use and
40 benefit of the Town until paid to the Finance Director as herein provided, and for
41 failure so to pay to the Finance Director, such vendor shall be punished for a
42 violation hereof.
43

44 **3-4-11: COLLECTION AND REFUND OF DISPUTED TAX:**
45

1 Should a dispute arise between the purchaser and vendor as to whether or not the
2 sale of lodging is exempt from taxation under this Chapter, nevertheless, the
3 vendor shall collect and the purchaser shall pay such tax, and the vendor shall
4 thereupon issue to the purchaser a receipt or certificate, on forms prescribed by
5 the Finance Director, showing the names of the purchaser and vendor, the date,
6 price, amount of tax paid, and a brief statement of the claim of exemption. The
7 purchaser thereafter may apply to the Finance Director for a refund of such taxes,
8 and it shall be the duty of the Finance Director to determine the question of
9 exemption, subject to review by the courts.

10
11 3-4-12: REFUND PROCEDURE:
12

13 A. Generally. A refund shall be made or credit allowed for the tax paid under
14 dispute by any purchaser who has an exemption as provided in this Chapter.
15 Interest shall be paid on refunds, but not credits, for overpayments. Interest shall
16 accrue from the time the overpayment is made. The rate of interest shall be fixed,
17 and shall be the average monthly rate earned by the Town on the general fund for
18 the calendar year immediately preceding the year in which the refund is made.
19 Such refund shall be made by the Finance Director after compliance with the
20 conditions of this Chapter.
21

22 B. Application. Applications for a refund must be made within sixty (60) days
23 after the purchase of the lodging on which the exemption is claimed and must be
24 supported by the affidavit of the vendor accompanied by the original paid invoice
25 or sales receipt and a certificate issued by the vendor, and be made upon such
26 forms as shall be prescribed and furnished by the Finance Director, which forms
27 shall contain such information as the Finance Director shall prescribe.
28

29 C. Decisions. Upon receipt of such application, the Finance Director shall
30 examine the same with all due speed and shall give notice to the applicant by an
31 order in writing of the decision thereon.
32

33 D. Refunds not assignable. The right of any person to a refund under this Chapter
34 shall not be assignable, and application for refund must be made by the same
35 person who purchased the lodging and paid the tax thereon as shown in the
36 invoice of the sale thereof.
37

38 E. Penalty for violating refund provisions. Any applicant for refund under the
39 provisions hereinabove, or any other person, who shall make any false statement
40 in connection with an application for a refund of any tax shall be deemed guilty of
41 a violation of this Chapter.
42

43 F. Violations of refund provisions to be used as evidence of fraudulent intent. If
44 any person be convicted under the provisions of subsection (f), such conviction
45 shall be prima facie evidence that all refunds received by such person during the
46 current year were obtained unlawfully, and the Finance Director is hereby

1 empowered and directed to bring appropriate action for recovery of such refund.
2 A brief summary of the above mentioned penalties shall be printed on each form
3 application for refund.
4

5 G. Burden of proof. The burden of proof that sales of lodging on which tax
6 refunds are claimed are exempt from taxation under this Chapter shall be on the
7 one making such claim and such proof shall be by a preponderance of evidence.
8

9 3-4-13: EXAMINATION OF RETURNS; REFUNDS; CREDITS; AND
10 DEFICIENCIES.
11

12 As soon as practicable after the return is filed, the Finance Director shall examine
13 it and:
14

- 15 (1) If it then appears that the correct amount of tax to be remitted is greater or less
16 than that shown in the return, the tax shall be recomputed;
17 (2) If the amount paid exceeds that which is due, the excess shall be refunded with
18 interest pursuant to [insert interest section number], or credited, against any
19 subsequent remittance from the same person, provided, however, that a claim for
20 refund or credit is made within three (3) years of the date the return is filed or, if
21 the three-year period for assessment of tax has been extended as provide in this
22 Title, then a claim for refund or credit may be made within such extended period;
23 (3) If the amount paid is less than the amount due, the difference, together with
24 interest thereon at the rate of one (1) percent per month from the time the return
25 was due, shall be paid by the taxpayer within thirty (30) days after written notice
26 and demand to the taxpayer from the Finance Director.
27

28 3-4-14: INTEREST ON LATE PAYMENTS; PENALTY.
29

30 A. In any case in which a taxpayer fails to file a return or pay over the tax within
31 the time required by this Chapter, but without the intent to defraud, there shall be
32 added as a penalty fifteen (15) percent of the total amount of the deficiency, but
33 not less than twenty-five dollars (\$25.00), and interest in such cases shall be
34 collected at the rate of one (1) percent each month, or fraction thereof, on the
35 amount due on the deficiency from the time the return was due to the date the tax
36 is paid, which interest and addition shall become due and payable within thirty
37 (30) days after the written notice and demand by the Finance Director, and such
38 interest shall be assessed, collected and paid in the same manner as the tax itself.

39 B. Payments of part but less than all of a deficiency, including interest, or interest
40 and penalty, shall be first applied to penalty, if any, secondly to accrued interest
41 and, lastly, to the tax itself.
42

43 3-4-15: PENALTIES FOR DEFICIENCY CAUSED BY FRAUD:
44

45 If any part of the deficiency is due to fraud with the intent to evade the tax, then
46 there shall be added fifty (50) percent of the total amount of the deficiency, and in

1 such case the whole amount of the tax unpaid, including the additions, shall
2 become due and payable thirty (30) days after written notice and demand by the
3 Finance Director, and an additional one (1) percent per month on such amounts
4 shall be added from the date the return was due until paid.
5

6 3-4-16: INVESTIGATION OF VENDOR'S BOOKS.
7

8 For the purpose of ascertaining the correctness of a return or for the purpose of
9 determining the amount of tax due from any person, the Finance Director may
10 hold investigations and hearings concerning any matters covered by this Chapter
11 and may examine any relevant books, papers, records or memoranda of any such
12 person and may require the attendance of such person, or any officer or employee
13 of such person, or of any person having knowledge of such sales, and may take
14 testimony and require proof for their information. The Finance Director shall have
15 power to administer oaths to such persons.
16

17 3-4-17: AUDIT; ESTIMATE OF TAXES, PENALTY, AND INTEREST;
18 NOTICE; ASSESSMENT.
19

20 A. The Finance Director is authorized to examine, inspect and audit the books,
21 invoices, accounts and other records kept or maintained by the taxpayer for the
22 collection of the taxes imposed by this Chapter. If the Finance Director
23 determines that any taxpayer neglects or refuses to make a timely return in
24 payment of the taxes or to pay or to correctly account for any taxes as required by
25 this Chapter, the Finance Director shall make an estimate, based upon such
26 information as may be available, with or without employing investigative powers
27 vested in the Finance Director by this Chapter, of the amount of the taxes due for
28 the period or periods for which the taxpayer is delinquent; and upon the basis of
29 such estimated amount, compute and assess in addition thereto a penalty equal to
30 fifteen (15) percent thereof, together with the interest on such delinquent taxes at
31 the rate of one (1) percent each month, or a fraction thereof, from the date when
32 due until the date paid.
33

34 B. Promptly thereafter the Finance Director shall notify the delinquent taxpayer in
35 writing and demand payment thereof of such estimated taxes, penalty and interest.
36 (c) Such estimated amounts shall thereupon become an assessment, and such
37 assessment shall be final and due and payable from the taxpayer to the Town
38 thirty (30) days from the date of the notice and demand; provided, however, that
39 within said thirty-day period the delinquent taxpayer may petition the Finance
40 Director in writing for review of the assessment as provided in the applicable
41 provisions of this Title. The filing of a petition shall not toll the accrual of interest
42 on the amount of taxes due.
43

44 3-4-18: REVIEW BY FINANCE DIRECTOR:
45

1 A. Petitions. Petitions submitted to the Finance Director shall be in writing and
2 shall contain a statement of facts and reasons for and the amount of the requested
3 changes in the assessment or decision to deny or reduce a refund claim, and shall
4 otherwise comply with the applicable rules promulgated by the Finance Director
5 relating to petitions and hearings.
6

7 B. Time limit for filing petitions. Petitions shall be submitted to the Finance
8 Director within thirty (30) days from the date of the assessment or decision to
9 deny or reduce a refund claim. If a petition is not submitted within this time, the
10 assessment or decision is final and no further review is available.
11

12 C. Notice of hearing. The Finance Director shall notify the taxpayer in writing of
13 the time and place within the Town fixed for hearing.
14

15 D. Hearings. A hearing, if any, shall be conducted in accordance with applicable
16 rules promulgated by the Finance Director relating to petitions and hearings.
17

18 E. Finance Director may appoint designee. A hearing, if any, shall be before the
19 Finance Director or its designee, who is authorized to administer oaths, to take
20 testimony, to hear arguments, and to issue all necessary and appropriate orders
21 and decisions.
22

23 F. Burden of proof. The burden of proof that sales of lodging upon which refunds
24 of taxes are claimed, or for which modifications or cancellations of assessments
25 are sought, are exempt from or not subject to taxation under this Chapter shall be
26 on the taxpayer and such proof shall be by a preponderance of evidence.
27

28 G. Final order or decision. The final order or decision of the Finance Director or
29 its designee shall be in writing and notice thereof shall be mailed to the taxpayer
30 forthwith.
31

32 3-4-19: REVIEW OF FINANCE DIRECTOR'S FINAL ORDER OR DECISION. 33

34 A. Should the taxpayer be aggrieved by a final order or decision of the Finance
35 Director, the taxpayer may proceed to have same reviewed under Colorado Rules
36 of Civil Procedure 106(a)(4) by the district court for the fifth judicial district of
37 the state. The petition or complaint for review must be filed within thirty (30)
38 days from the date of the final order or decision. Any party, including the Town,
39 may appeal the final order or decision of the Finance Director and, also, the
40 decision of the district court (or such other tribunal having jurisdiction), using all
41 judicial, appellate, and extraordinary proceedings available.
42

43 B. Before filing a petition or complaint for review under Colorado Rules of Civil
44 Procedure 106(a)(4), the taxpayer shall file with the Finance Director a bond in
45 twice the amount of the taxes, interest and other charges audited and stated in the
46 final order or decision of the Finance Director, with surety as is provided in other

1 cases of appeal, or may deposit lawful money of the United States in the same
2 manner as herein provided.

3
4 3-4-20: TAX LIEN.

5
6 A. The tax imposed by this Chapter, together with the interest and penalties herein
7 provided and the costs of collection which may be incurred, shall be and, until
8 paid, remain a first and prior lien superior to all other liens upon the goods,
9 merchandise, furniture and fixtures, tools and equipment of any taxpayer, or used
10 by any taxpayer in conducting his business under lease, title retaining contract or
11 other contract arrangement, within the Town and shall take precedence on all such
12 property over other liens or claims of whatsoever kind or nature and may be
13 foreclosed by seizing under distraint warrant and selling so much of said goods,
14 merchandise, furniture and fixtures, tools and equipment as may be necessary to
15 discharge said lien.

16
17 B. The real or personal property of an owner who has made a bona fide lease to a
18 taxpayer shall be exempt from the lien created in this section (1) if such property
19 can reasonably be identified from the lease description and (2) if the lessee is
20 given no right to become the owner of the property leased. This exemption shall
21 be effective from the date of the execution of the lease until its termination if the
22 lease is filed or recorded, within ten (10) days after the execution of the lease,
23 with either the executive director of the state department of revenue or the clerk
24 and recorder of the Town. Where the lessor and lessee are blood relatives,
25 relatives by law, or have twenty-five (25) percent or more common ownership, a
26 lease between them shall not be considered bona fide for the purpose of this
27 section.

28
29 C. Any taxpayer who is in possession of property under the terms of a lease,
30 which property is exempt from lien as provided in this section, may be required
31 by the manager to make return of and pay over taxes collected at more frequent
32 intervals than monthly, or may be required to furnish security for the proper
33 payment of taxes whenever the collection of taxes appears to be in jeopardy.

34
35 3-4-21: SALE UPON DISTRAINT:

36
37 A. Causes. The Finance Director may issue a warrant directed to the Summit
38 County Sheriff, sometimes in this section referred to collectively as "agent,"
39 commanding the agent to distraint, seize and sell the goods, merchandise, furniture
40 and fixtures, tools and equipment of, or used by, the taxpayer, except such
41 personal property as is exempted from execution and sale by any statute of the
42 United States, for the payment of the tax due together with penalties and interest
43 accrued thereon and cost of execution, including thirty dollars (\$30.00) for every
44 warrant issued under this section, upon the happening of any one (1) of the
45 following:

1 (1) When any deficiency in tax is not paid within thirty (30) days from the
2 Finance Director's final decision thereon and no petition for review from such
3 determination has been filed with the district court for the fifth judicial district
4 within the period of time allowed by law for such review;
5 (2) When any amount of tax, penalty or interest is not paid within thirty (30) days
6 from the mailing or personal service of demand for payment thereof and no
7 protest thereof has been filed with the Finance Director within said period; or
8 (3) Immediately upon making of a jeopardy assessment or of the issuance of a
9 demand for payment, as provided in this section.

10
11 B. Notices. The agent charged with the collection shall make or cause to be made
12 an account of the property distrained, a copy of which, signed by the agent
13 making such distraint, shall be served, by leaving it with the owner or possessor
14 of the property or with some member of such person's family over the age of
15 eighteen (18) years, or at the person's usual place of abode or, if the person is a
16 business entity within the Town, with any officer, manager, accountant,
17 bookkeeper, general agent, registered agent, or agent for process, together with a
18 copy of said warrant stating the sum demanded. In lieu of the foregoing
19 provisions of this subsection for serving said account and warrant, if the owner or
20 possessor cannot be readily located, or has no dwelling or place of business within
21 the Town, the account and warrant may be served by mailing by certified mail to
22 the last known address of the owner or possessor. Said agent shall cause to be
23 published a notice of the time and place of sale, together with a description of the
24 property to be sold, in some newspaper of general circulation within the Town
25 and the agent shall cause such notice to be publicly posted at the location of the
26 property and place of sale, at the Denver courthouse, and in at least two (2) other
27 places within the Town. The taxpayer and those having possession of, or of public
28 record a security interest in, the property shall be notified of the time and place of
29 sale either in person or by certified mail, or, if that is impractical, by first class
30 mail. The time fixed for the sale shall not be less than ten (10) days nor more than
31 sixty (60) days from the date of such notification, and notification by mail shall be
32 presumed upon mailing.

33
34 C. Management of sale. Said sale may be adjourned from time to time by said
35 agent if he deems it advisable but not for a time to exceed in all ninety (90) days
36 from the date first fixed for the sale. When any property is advertised for sale
37 under distraint as aforesaid, the agent making the seizure shall proceed to sell
38 such property at public auction, offering the same at not less than a fair minimum
39 price, including the expenses of making the seizure, storing the property and of
40 advertising the sale, and if the amount bid for the property at the sale is not equal
41 to the fair minimum price so fixed, the agent conducting the sale may declare the
42 same to be purchased by him for the Town. The property so purchased may be
43 sold by the agent under such terms as the Finance Director may approve or
44 declared to be surplus property subject to disposition by the Finance Director of
45 general services. In any case of distraint for the payment of taxes, the property so
46 distrained shall be restored to the owner or possessor if, prior to the sale, the

1 amount due is paid together with the fees and other charges, or the property may
2 be so redeemed before sale by any person having a legal or equitable interest in
3 the property.
4

5 D. Certificate of title; return of surplus. In all cases of sale, the agent making the
6 sale shall issue a certificate of sale to each purchaser, and such certificate shall be
7 prima facie evidence of the right of the agent to make such sale and conclusive
8 evidence of the regularity of the proceedings in making the sale and shall transfer
9 to the purchaser all right, title and interest in and to the property sold. Any surplus
10 remaining above the taxes, interest, penalties, costs and expenses of making the
11 seizure and of advertising the sale shall be returned upon demand made within
12 one (1) year from the sale to the owner. Surplus remaining at the end of one (1)
13 year from the sale shall be deposited to the general fund.
14

15 E. Filing of notice of lien. Any agent to whom warrant has been issued may serve
16 a notice of lien in such form as the Finance Director may prescribe with the
17 person in possession of any personal property or rights to property, without regard
18 to its use in the business of the taxpayer, belonging to the taxpayer or file said
19 notice with the secretary of state and the clerk and recorder, and the service or
20 filing of such notice shall operate to perfect a lien upon such personal property or
21 rights to property from the date of such service or filing. The Finance Director
22 may release said lien as to any part or all of the property or rights to property
23 covered by any such lien upon such terms as he may deem proper.
24

25 F. Recurring distraint. If any taxpayer liable for the payment of any tax pursuant
26 to this Chapter repeatedly fails, neglects, or refuses to pay said tax within the time
27 required by this Chapter and the Finance Director has been required to issue
28 distraint warrants to enforce the collection of the tax due from such taxpayer, the
29 Finance Director is authorized to assess and collect the amount of the taxes due,
30 together with all interest and penalties thereon provided by law, and also an
31 additional penalty of one hundred dollars (\$100.00) each for the second and
32 following distraint warrant regarding the taxpayer that is issued by the Finance
33 Director pursuant to this Chapter.
34

35 G. When collection in jeopardy. If the Finance Director finds that collection of the
36 tax will be jeopardized by delay, in his discretion, he may declare the taxable
37 period immediately terminated, determine the tax, and issue notice and demand
38 for payment thereof; and having done so, the tax shall be due and payable
39 forthwith, and the Finance Director may proceed immediately to collect such tax
40 by distraint, levy and sale or as otherwise provided in this section. Collection by
41 seizure and sale may be stayed if the taxpayer gives such security for payment as
42 shall be satisfactory to the Finance Director. The taxpayer or other person entitled
43 to notice under this Title may request a hearing in writing before the Finance
44 Director regarding the jeopardy determination and the amount of the assessment.
45 A request for hearing must be made within seven (7) days after the notice and
46 demand for payment or distraint warrant is issued. The hearing shall be held

1 within fifteen (15) days of the request. The hearing shall be informal and need not
2 comply with the requirements of the applicable provisions of this Title, nor with
3 the applicable rules and regulations promulgated by the Finance Director relating
4 to hearings. The burden of proof shall be on the taxpayer or other person
5 requesting the hearing, and such proof shall be by a preponderance of evidence.
6 The Finance Director shall enter his decision within thirty (30) days after the
7 hearing and shall furnish a copy to the taxpayer or other person requesting the
8 hearing. If the taxpayer is aggrieved by the decision of the Finance Director, the
9 taxpayer may seek review pursuant to the applicable provisions of this Title. A
10 request for hearing under this section shall not stay collection proceedings unless
11 such request is accompanied by a bond or other security as shall be satisfactory to
12 the Finance Director.

13
14 3-4-22: RELEASE OF LIEN:

15
16 Any lien for taxes as shown on the records of the county clerks and recorders as
17 herein provided in this Chapter shall, upon the payment of all taxes, penalties and
18 interest covered thereby, be released by the manager of finance in the same
19 manner as mortgages or judgments are released.

20
21 3-4-23: MANAGER MAY WAIVE PENALTY:

22
23 The Finance Director is hereby authorized to waive, for good cause shown, any
24 penalty assessed as in this Chapter provided, and interest imposed in excess of
25 one (1) percent each month or fraction thereof of the tax deficiency, from the date
26 the tax is due until the date paid.

27
28 3-4-24: LICENSE AND TAX IN ADDITION TO ALL OTHER TAXES:

29
30 The tax imposed by this Chapter shall be in addition to all other taxes imposed by
31 law, except as otherwise provided in this Chapter.

32
33 3-4-25: VIOLATIONS; EVASION OF COLLECTION OR PAYMENT OF
34 TAX:

35
36 It shall be a violation of this Chapter for any vendor to refuse to make any return
37 provided to be made in this Chapter, or to make any false or fraudulent return, or
38 any false statement in any return, or to fail or refuse to make payment to the
39 Finance Director of any taxes collected or due the Town, or in any manner to
40 evade the collection and payment of the tax, or any part thereof, imposed by this
41 Chapter, or for any person or purchaser to fail or refuse to pay such tax or evade
42 the payment thereof, or to aid or abet another in any attempt to evade the payment
43 of the tax imposed by this Chapter. Any corporation making a false return or a
44 return containing a false statement shall be guilty of a violation of this Chapter.
45 Any person convicted of a violation of any provision of this Chapter shall be
46 punished as provided in Section 1-4-1 of this Code.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

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

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2020, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Town Council
From: Rick G. Holman, Town Manager
Date: March 18, 2020 (for March 24, 2020 meeting)
Subject: Resolution Amending Town Council "Procedures and Rules of Order"

At the March 10, 2020 Town Council meeting, staff presented the Council with a proposed Town Council Rule change that would allow members of the Town Council to participate in a Town Council meeting by telephone or other electronic means. This rule change allows for electronic participation due to a Pandemic or personal health reason. Staff is asking Council to approve the attached Resolution outlining the proposed rule change. Thank you.

1 ***FOR WORKSESSION/ADOPTION – MARCH 24***

2
3 Additions To The Current Town Council Procedures and Rules of Order Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 RESOLUTION NO. ____

7
8 SERIES 2020

9
10 A RESOLUTION AMENDING THE TOWN COUNCIL “PROCEDURES AND RULES OF
11 ORDER” CONCERNING A COUNCILMEMBER’S ELECTRONIC PARTICIPATION AT
12 TOWN COUNCIL MEETINGS

13
14 WHEREAS, Section 5.1 of the Breckenridge Town Charter provides that the Town
15 Council shall determine the rules of procedures governing its meetings; and

16
17 WHEREAS, the Town Council has previously adopted the “Council Procedures and
18 Rules of Order” (“**Rules**”) to establish written procedures for conducting Town Council
19 meetings; and

20
21 WHEREAS, Section 12.1 of the Rules provides that the Rules may be amended by the
22 vote of two thirds of the Town Council; and

23
24 WHEREAS, Section 12.1 of the Rules further provides that all amendments to the Rules
25 shall be made by resolution; and

26
27 WHEREAS, this resolution was submitted to each member of the Council at least two
28 weeks in advance of the Council meeting at which the adoption of this resolution was to be
29 considered.

30
31 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
32 BRECKENRIDGE, COLORADO, as follows:

33
34 Section 1. Rule 4.15 of the Council Procedures and Rules of Order is amended so as to
35 read in its entirety as follows:

36
37 4.15 Attendance at ~~Special or Emergency~~ **Town Council** Meeting By
38 Telephone or Other Electronic Means.

39
40 ~~A. A Councilmember may attend a special or emergency meeting of the Town~~
41 ~~Council by telephone or other electronic means, including, but not limited to,~~
42 ~~audio or video conferencing, if:~~

43
44 ~~_____ a. _____ during the meeting all members of the Council may hear each~~
45 ~~other and the public who desire to address the Council;~~

1 b. the Councilmember attending the meeting by telephone or other
2 electronic means has received the agenda packet for the meeting; and

3
4 c. the matter being considered by the Council is not legislative or
5 quasi-judicial.

6
7 d. A Councilmember participating in a special or emergency meeting
8 pursuant to this Section is deemed to be present in person at the meeting. This
9 Section does not apply to attendance at a regular Town Council meeting.

10
11 e. No Councilmember may participate in a special or emergency
12 meeting pursuant to this Section more than three times in a calendar year.

13
14 **A. Purpose. The purpose of this Rule is to specify the circumstances under which a**
15 **member of the Town Council may participate in regular, special, or emergency**
16 **meetings of the Town Council by telephone or other electronic means of**
17 **participation, such as video-conferencing (“Electronic Participation”).**
18 **Electronic Participation has inherent limitations because Electronic**
19 **Participation effectively precludes a member of the Town Council from**
20 **contemporaneously observing documentary information presented during**
21 **meetings; from fully evaluating a speaker’s non-verbal language in assessing**
22 **veracity or credibility; and from observing non verbal explanations (e.g.,**
23 **pointing at graphs and charts) during a speaker’s presentation or testimony.**
24 **The Town Council finds that these limitations, inherent in Electronic**
25 **Participation, may produce inefficiencies in meetings, cause delays, and interfere**
26 **with the decision-making process. When used in this Rule, the term “Council**
27 **member includes both the Mayor and all other members of the Town Council**

28 **B. Statement of General Policy. A member of the Town Council may participate in**
29 **a meeting of the Town Council by electronic means only in accordance with this**
30 **Rule.**

31 **1. Pandemic or Personal Health Reason.**

32
33 **a. If a Town Council member reasonably determines that his or her personal**
34 **attendance at a Town Council meeting would not be prudent due to: (i) a**
35 **pandemic affecting the whole Town, or (ii) as a result of the member’s personal**
36 **health, such Council member may listen by telephone or other electronic means**
37 **to any Council meeting. Such Council member listening via telephone or other**
38 **electronic means shall be deemed present for purposes of determining a quorum.**
39 **The member of Town Council may not participate nor vote in a quasi-judicial**
40 **public hearing; however, the Council member may maintain the electronic**
41 **connection and monitor and listen to the hearing. The member of Town Council**
42 **may participate and vote in legislative matters.**

43
44 **b. Electronic Participation may also be made available to a Town Council**
45 **member during an executive session.**

1
2 **c. There is no limit on the number of Town Council meetings at which a Council**
3 **member may participate by telephone or other electronic means under this**
4 **Section 1.**
5

6 **d. The Town Council may discontinue the use of Electronic Participation by one**
7 **or more members during a meeting where the participation results in delays or**
8 **interference in the meeting process; e.g., where the telephone connection or**
9 **connection by other electronic means is repeatedly lost, the quality of the**
10 **connection is unduly noisy or otherwise problematic to the conduct of the**
11 **meeting, or the listening member is unable to hear speakers using a normal**
12 **speaking voice amplified to a level suitable for the meeting audience in**
13 **attendance.**
14

15 **2. Additional Rules When Electronic Participation Is Allowed. Whenever a**
16 **Town Council member is allowed to participate in a Town Council meeting by**
17 **telephone or other electronic means pursuant to this Rule, the following**
18 **additional rules shall be observed:**
19

20 **a. All members of the Town Council must be able to hear one another or**
21 **otherwise communicate with one another, and be able to hear all discussion and**
22 **testimony in a manner designed to provide maximum notice and participation;**
23

24 **b. Members of the public present at the meeting location must be able hear all**
25 **discussion, testimony, and votes;**
26

27 **c. All votes held at the meeting shall be conducted by roll call.**
28

29 **3. Public Notice. To the extent possible, full and timely notice shall be given to**
30 **the public setting advising that one or more members of the Town Council may**
31 **participate in the meeting electronically.**
32

33 **4. Attendance By Electronic Means Does Not Create Vacancy. Participation in a**
34 **regular Town Council meeting by telephone or other electronic means in**
35 **accordance with this Rule shall not be considered to be a “failure to attend” a**
36 **regular Council meeting for determining whether a vacancy in the office of the**
37 **Mayor or a Council member has occurred under Section 4.8(b) of the Town**
38 **Charter.**
39

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

42 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2020.
43
44
45
46

TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

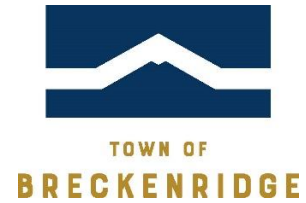
ATTEST:

Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney Date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Municipal Clerk
Date: 3/18/2020
Subject: Municipal Judge Appointment

Per the Breckenridge Town Charter (Article 8, Section 2), Council must appoint a Presiding Municipal Judge every two years. Current Judge Buck Allen has written a letter expressing his interest in being reappointed for the next two-year term, which is attached.

Judge Allen has served as the Town's Municipal Court Judge for the past eleven two-year terms (22 years), beginning in 1998. Staff has enjoyed an excellent working relationship with Judge Allen and recommends his reappointment by Council.

Staff will be available to answer any questions Council may have about this reappointment.

2725 Bald Mountain Rd.

Vail, CO 81657

March 3, 2020

Honorable Mayor Mamula and Members of the Breckenridge Town Council

Town of Breckenridge

150 Ski Hill Road

P.O. Box 168

Breckenridge, CO 80424

RE: Municipal Judge

Honorable Mayor Mamula and Council Members:

I would like to express my strong desire to continue as Municipal Judge for the Town of Breckenridge. I thoroughly enjoy working for the town and I look forward to continuing as Judge for years to come. I appreciate the first-class staff of Breckenridge and I value our working relationship.

I would be happy to answer any questions you may have. My office phone is 970-479-2131 and my cell phone is 970-376-4103. Thank you for your consideration.

Yours truly,

Buck Allen



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: March 18, 2020
Subject: Planning Commission Decisions of the March 17, 2020 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, March 17, 2020:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Beaver Run Summer Conference Tents, 620 Village Rd, PL-2020-0036
A proposal to install a 4,000 sq. ft. main tent, an 800 sq. ft. kitchen tent, a 100 sq. ft. entry tent, and a walkway/connector tent for use during the summer only. The tent has been approved previously with the same design and location. *Approved.*

TOWN PROJECT HEARINGS:

1. Milne/McNamara House and Eberlein House Restoration, Relocation and Site Modifications Town Project, 102 N. Harris Street, PL-2020-0037
A proposal to restore the historic Milne House which includes a new foundation and installation of a basement, relocation and restoration of the historic Eberlein House which includes a new foundation, outhouse relocation and restoration, installation of parking along the rear alley, new concrete steps and walkways, ADA accessibility, tree removal, landscaping, drainage modifications, and utility installations. *Continued to the April 7, 2020 Planning Commission Meeting.*

OTHER: None.



Placer Flats Master Plan
 Amendment & New West
 Plaza (AKA Breck Central
 Market), 190 Stan Miller
 Drive





Breckenridge South



Beaver Run Summer
Conference Tents,
620 Village Rd.

Milne/McNamara House and Eberlein
House Restoration, Relocation, and Site
Modifications, 102 N. Harris Street

PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 p.m. by Chair Gerard.

ROLL CALL

Christie Mathews-Leidal
Mike Giller
Dan Schroder

Jim Lamb - Absent
Steve Gerard
Lowell Moore

Ron Schuman

APPROVAL OF MINUTES

With no changes, the March 3, 2020 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the March 17, 2020 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments.

WORK SESSIONS:

1. Housing Policy 24R

Ms. Rex presented an overview of proposed revisions to Policy 24A/R regarding Social Community. The Commissioners were asked for their feedback. The following specific questions were asked of the Commission:

1. Does the Planning Commission support allowing a 10% density bonus for commercial and residential projects that mitigate 25% of their housing requirement on-site? Currently, this is allowed for residential projects for employee housing, but not for commercial projects (with a recent code change).
2. Does the Commission have any additional comments or concerns?

Commissioner Questions / Comments:

Mr. Schroder: It seems to make sense and is important to mitigate employee generation. 35% is a great number to use. I support onsite at 25%. I support positive points beyond 35%. The strikethrough was a little confusing. I support as presented. (Ms. Rex: Were you supportive of the 10% for commercial and residential bonus?) Yes, I support the bonus.

Mr. Schuman: I like the 35%, better than 65% or 25%. Support onsite 25%. This is really challenging but what you propose is really good. I support the onsite bonus.

Mr. Giller: Good analysis. Is it comparable with other ski towns? Support 10% bonus for onsite, 25% and 35%. How do we address short-term rentals? (Ms. Rex: Since short-term rental is not a use per the Development Code we cannot tie it to that.)

Mr. Gerard: I support 10% density bonus for commercial. On page 14. Fig. 1. Speak to kinds of units, should be clarified to rooms of units. On page 16. Second paragraph, definition of employee unit, should be descriptive of depth (Ms. Rex: We will clarify that definition.) Page 20. Employee generation? I agree with 35% for mitigation. I think the points for increased mitigation are good, will incentivize mitigation.

Ms. Leidal: I agree we need more workforce housing. I support 10% bonus for commercial onsite. How will this policy work in relation to Policy 2 Land Use? such as in a land use district like Airport Road (where residential would receive negative points). We should not assess negative points for residential land use when it is required for mitigation. What is counted for floor area? You will need to clarify that. Page 20. Is the 350 sq. ft. only living area or is it garage and storage. Page 26, section A.3. This section is no longer applicable because we are getting rid of that table. Policy 24R. Section A. I don't believe they should count

accessory units for points offsite. We should require all materials to be submitted electronically.

Mr. Gerard opened the work session for public comment. There were none and comments were closed.

CONSENT CALENDAR:

1. Beaver Run Summer Conference Tents (LS), 620 Village Rd, PL-2020-0036

With no call-ups, the Consent Calendar was approved as presented.

PRELIMINARY HEARINGS:

1. New West Plaza (AKA Breck Central Market) (JL), 190 Stan Miller Drive, PL-2020-0044

Mr. Lott presented a proposal to construct a 12,595 sq. ft. commercial building containing 2,554 sq. ft. of office and 9,419 sq. ft. of commercial. The proposal includes 41 new parking spaces and an easement for a future connection to the Blue River Rec Path.

2. Placer Flats Master Plan Amendment (JL), 190 Stan Miller Drive, PL-2020-0045

Mr. Lott presented a proposal to modify the existing Placer Flats Master Plan to change language to increase the number of separate businesses allowed in one building.

Staff has the following questions for the Commission:

1. Does the Commission support positive six (+6) points for the construction of the trail and associated improvements?
2. Does the Commission agree with allowing the parking to encroach slightly into the open space setback?
3. Does the Commission support the proposed architecture as required by the Master Plan? If not, does the Commission support a modification to the Master Plan?
4. Does the Commission agree with the preliminary points analysis?

The two items were combined into one presentation because the projects are related to each other.

Commissioner Questions:

Mr. Leidal: I have four questions. 1. How much total SFEs will we have on lots 1 & 2? (Mr. Lott: 40.5 SFEs) We should modify language of the Master Plan so there is no conflict with the 40 SFE maximum. 2. What is the head height in the crawl space? (Mr. Lott: I am not sure of that, but that could be a question for the architect.) 3. Do the other properties along highway 9 have buried power lines? (Mr. Lott: The town is planning to bury the lines at the Water Treatment Plant, to the south and along the McCain property. In some parts of town there are lines that go in and out of the ground between properties.) 3. Are the applicants asking for a parking reduction and using offsite parking? (Mr. Lott: A plat note exists that allows additional parking to be dedicated for Lot 2 within Lot 1. We are working with the applicant on this. They are not requesting to reduce parking.)

Mr. Schroder: Under Architectural Compatibility in the Master Plan, it encourages American West architecture, what was the intent of this note? (Mr. Lott: We can research this but staff is unsure at this time.)

Mr. Moore: My main concern is architecture because the proposal is modern. I checked out the site today and noticed the water plant and BBC have a more western architectural theme.

Mr. Giller: Please bring up the Pg. 59 concept rendering. Can you speak to the amount of glass on this elevation? (Mr. Lott: American West architecture does not typically have this much glass.) (Ms. Puester: We do not have a definition for western architecture, it is up to interpretation of the Planning Commission.) I have concerns with the curtain glass that goes to the ground.

- It could be raised a couple feet off the ground.
- Mr. Schuman: I have concerns with the architecture. Did staff recommend to change the Master Plan, are you comfortable with this change? (Mr. Lott: We are asking for feedback from the Commission on this since there are no definitions of these items in the code or existing master plan.) (Ms. Puester: Since they are already making changes to the Master Plan, if the Commission supports the design, you can suggest modifying the Master Plan note to better fit this.)
- Mr. Gerard: I like the concept of the rec path and can support +6 points but will it dump users on Stan Miller Drive? (Ms. Puester explained the future rec path alignment.)

Lindsay Newman, Norris Design presented:

This project includes food and beverage market and office space. It will be unique in Breckenridge. Ideally situated to future development sites, McCain and Stan Miller subs. Design transitions from the water plant to the BBC. The project will be inviting from the rec path. An elevator provides ADA access to the roof deck for all guests.

Mark Provino, Provino Architecture:

Project will serve as a central meeting point. I tried to design a building with a strong sense of place with a human scale. We have focused on the western and southern exposure with an inside/outside design. I have taken a non-literal approach to the architectural notes by blending traditional materials and forms in a modern building. We wanted to have a lot of transparency in the project. Pertaining to Christie's question the crawl space is 4' 11", the basement is 8'0" in height. I looked at other similar projects in larger buildings in Denver and tried to utilize similar designs, including the amount of glass at the Denver Central Market.

- Ms. Leidal: Thanks for the clarification on crawl space height.
- Mr. Giller: The Denver central market has nice glass but it does not go down to ground as there is a brick base at the bottom.

Mr. Gerard opened the New West Plaza (AKA Breck Central Market) (JL), 190 Stan Miller Drive, PL-2020-0044 for public comment.

Mr. Lee Edwards, 180 Airport Road:

Lot 2 was intended to support the Breckenridge Building Center (BBC) and the trade community. This concept is a 180 from that concept. There are two examples of New Western architecture directly adjacent to the project. Sharing a driveway is good but the BBC is already busy and the dumpster location will back up traffic on Stan Miller Drive. The driveway design will not be conducive to truck deliveries to the BBC. Do not over park the site. Most likely the BBC and the project will have opposite peak hours. What happens if the market concept does not work? Could it be a grocery store or some other use? Will it be condominimized?

Mr. Gerard closed public comment the New West Plaza (AKA Breck Central Market) (JL), 190 Stan Miller Drive, PL-2020-0044; and opened Public Comment Placer Flats Master Plan Amendment (JL), 190 Stan Miller Drive, PL-2020-0045.

Mr. Lee Edwards, 180 Airport Road:

We should put in other potential uses in the Master Plan to make sure its what we want to see.

With no additional public comment, the public comment on Placer Flats Master Plan Amendment (JL), 190 Stan Miller Drive, PL-2020-0045 was closed.

Commissioner Comments:

- Ms. Leidal: 1. A lot of the rec path is offsite and precedent from Huron Landing was only +3 points.

Paving should be included based on that project. 2. Yes. 3. Does not meet architectural language. Does not meet gable provisions. Does not feature thick shingles. Does not meet Policy 5/R as it is too dissimilar. 4. Agree with points with exception of Policy 3 due to Master Plan that stipulates max of 40 SFEs and that should be modified. I am concerned with Policy 18 due to offsite parking and we would need a finding for this project. We would also need a parking study to justify a reduction in parking. If we amend the master plan, we should amend everything that is not compliant.

Mr. Schroder: 1. Support +3 points and am open to +6 if path improvements are constructed. A new trail alignment would improve safety at the roundabout. 2. Okay with encroachment of parking. 3. I do not believe it meets language. Master Plan language would need to be amended but I feel that the architecture is different from adjacent buildings. 4. Agree with point analysis. I support getting rid of four business limitation within the Master Plan.

Mr. Moore: 1. I support +3 or more. 2. Okay with the parking encroachment. 3. Does not meet mountain west architecture. There should be gables. 4. I agree with the preliminary point analysis. I'm okay with the amount of uses. There should be some notation of use within the Master Plan language. Will this project be condominiumized?

Mr. Giller: 1. I support +3, potentially +6 if path is constructed. 2. Okay 3. Too much glass and shed roofs are tall at the end the building. Support modifying the architectural language but not to the extent of what is proposed in the current architecture. 4. I agree. I support removing language limiting buildings to four businesses. Good start, need to see again.

Mr. Schuman: 1. +3 not sure how valuable the connection is. 2. Not in favor of parking encroaching into open space 3. Too much glass on the project and I think it does not comply with the Master Plan language. The SFEs being transferred to the site is a problem. 4. Agree with preliminary point analysis. Disappointed with the amount of energy use proposed with heated space and this path connects to a net zero residential project, ironic. Lee's comments about dumpster are valid. This site has too much programming. On the Master Plan Modification, I support getting rid of the four business maximum. It frustrates me we are changing the Master Plan to accommodate a development that overwhelms the site. This needs a second preliminary before going to Final.

Mr. Gerard: 1. Support +3 points, the trail is an incredible public asset. 2. I am okay with the slight encroachment. We should have a recorded agreement pertaining to parking and access. 3. I like the building but it does not meet with what was contemplated onsite. Does not fit between the Building Center and Water plant. We need to look at all existing and proposed architecture, including what the McCain Master Plan states. 4. This is ready for needs another review before final. I agree with prelim point analysis. I agree with eliminating 4 business maximum in the Master Plan. We need to modify several sections of the Master Plan not just the limitations on the number of businesses.

TOWN PROJECTS:

1. Milne/McNamara House and Eberlein House Restoration, Relocation, and Site Modifications (CL), 102 N. Harris Street, PL-2020-0037

Mr. LaChance presented a proposal by the Breckenridge Heritage Alliance (BHA) to restore the historic Milne House which includes a new foundation and installation of a basement, relocation and restoration of the historic Eberlein House which includes a new foundation, outhouse relocation and restoration, installation of parking along the rear alley, new concrete steps and walkways, ADA accessibility, tree removal, landscaping, drainage modifications, and utility installations.

Commissioner Questions:

Ms. Leidal: I have four questions. 1. Previously I thought we counted enclosed secondary buildings in density. The outhouse square footage is not included, so please include that in the staff report for the Town Council. 2. The staff report mentions an arborist letter is required for tree

removal. (Mr. LaChance: Thanks for pointing that out. We have not received that yet but we are going to get an arborist evaluation. We tend toward not imposing conditions on ourselves for Town Projects, but I will make sure it happens before any trees are removed.) 3. Sheet A-3 shows heated outdoor sidewalk. Should we include a discussion of Policy 33R in the staff report? (Mr. LaChance: Heated sidewalks were removed from the scope of work and the site plan, so the note references heated sidewalks in small print on the elevations must have been accidentally not removed but it should be. I just missed that note in fine print.) 4. I understand SHPO recommendation is not binding but we should consult them. Similar to a traffic study.

Mr. Schroder: No questions.

Mr. Moore: I don't have any questions. All issues have been resolved.

Mr. Giller: I wanted to go through the drawings. Is the front door of the Eberline being lost? (Mr. LaChance: It is being replaced.) It is a loss of historic fabric. Are we losing 3 of the 5 historic windows? (Mr. LaChance: Yes, windows are proposed to be replaced, but the window openings are proposed to remain the same.) Windows and doors are character defining features. In regards to the interior, are we losing the floor? (Mr. LaChance: The plans specify it is being replaced with concrete.) Is the interior ceiling being lost? (Mr. LaChance: Yes, regarding interior work, I will defer to the architect to answer questions regarding interior work. As I mentioned in the staff report, staff does not review interior modifications.) Are we losing the interior wall and wall paper? (Mr. LaChance: To be consistent, I will defer to the architect to answer that because it is interior and our code does not apply.) Are we losing the interior millwork? (Mr. LaChance: Again, I will defer to architect because it is interior.) I support the BHA's interpretation of the home, but I find it odd we are losing so much to interpret it.

Mr. Schuman: No questions.

Mr. Gerard: No questions at this time.

Janet Sutterley, Architect:

I do not have a presentation but will answer questions. To address Christie's questions. Anywhere we have concrete sidewalks we have labeled them for future heated use, because that has not been approved by Council for phase 1. But we do have to put the tubing in now which is why it's called out on the plans. We did not count the outhouse in any of the square footage calculations. Addressing Mr. Giller's questions, the front door is not original, so it's not losing historic fabric. The two south side windows on Eberlein, we are replacing with wood windows. Neither window is original. You can tell this by the glass. The two windows we are planning to restore are on the west side. They are both single pane glass. We are not losing any historic fabric on the outside of this building. In regards to interior, anyone who was on the site visit knows the building is already gutted down to the framing. My interpretation of the SOI standards is that you give an old structure new life. There's no millwork in there currently. We are talking about saving some wallpaper. The ceiling is coming out, but we are reusing that fabric as interior finish throughout. We are removing one interior wall but no other structure. We are not doing demolition work. I want to address some of the comments from the work session regarding SHPO and losing ratings. I personally went through all eight of the projects that got pulled, and none of them were downgraded due to interior work. One project that got downgraded for being moved was the Judge Silverthorn House, but Eberlein has already been moved to this site in 1989 so that is not an issue. We are not changing the character of the Milne House, there are very little changes proposed. I don't think there's any concern with SHPO. The site plan went through a very thorough review by Town of Breckenridge Engineering since the work session to conform with their rules and regulations, including the parking spaces and setbacks from the alley. Thanks Chapin for a thorough and concise staff report.

Larissa O'Neil, Breckenridge Heritage Alliance:

We are satisfied with the point analysis and the changes to the project. Preserving these homes is our top priority. We've worked with Janet to be sure the project meets the SOI standards for historic preservation. Sadly, we don't have much historic fabric from the interior of either of the buildings. The Milne house went through a

remodel in 1992 and all of the historic wall coverings were taken down. We do have the historic newspaper in two of the rooms. Eberlein does not have much left of the interior, before it came to the park it was a TV repair shop on Main Street. What you see in there is representative of what was left from its time as a TV repair shop in the 1980s. We are really trying to enhance the interpretation of the park. We want to honor the families that lived there and the park's history. We're not talking about a traditional house-museum restoration for either of these buildings. We talked with our board about whether or not we should try to bring Eberlein back to how it looked in the late 1870s but again we don't have anything that represents the families. But there will be interpretive signs throughout the park. We feel it is important to have a presence in the park. We are talking about bringing 3 full time staff members to the park and one part time to support the park. In the last couple years we had water damage to buildings because we were not there for several weeks. Having a presence helps support maintenance and programs that we have in the park.

Mr. LaChance: We will either need to remove the heated sidewalk notation or change the point analysis, need to have the applicant weigh in on that.

The hearing was opened for public comments.

Mr. Lee Edwards, 103 North High Street:

Who is not in attendance? (Mr. Gerard: Mr. Lamb is not in attendance.) Please note my comments are directed to the Town Council. LUD 17 has no mention of institutional uses. It was never stated there would be a use other than residential in this area. Tim Berry saying this is an institutional use is a pure smokescreen. This is a residential area, not an office park. When the property was deeded to the Town it was to be used as a park. I understand things change. There are 7 SFRs that come in off this alley. This is not a commercial area or an office area. I appreciate how we're trying to use the buildings and make them part of the community. There are children that use that alley all that time to play. We have to consider what happens in a neighborhood. This is changing the use, it is not a park anymore. I totally disagree that building does not have any interior fabric, it certainly does. Town should contact SHPO on the interior. I know for a fact that historic preservation tax credits have been denied in town elsewhere because the interiors have been gutted, I was specifically told by SHPO. Doma 1898 and the Tony Harris House no longer qualify regardless of the exterior because of the interior. Using Eberlein for a public restroom and flex space makes no sense when the Community Center is across the street. Why introduce another competing use in a residential neighborhood? My suggestion is minimize parking, create two spaces. Leave the interior. Use cabin as additional storage. And use parking and bathrooms at the community center across the street.

With no additional comments, the public comment was closed.

Commissioner Comments / Questions:

Ms. Leidal: I appreciate the presentations, comments and reports. I'm excited about most of the improvements but I'm worried we could be unintentionally causing harm to the buildings and their historic ratings. I'm disappointed we didn't speak to SHPO about the interior. I walked away from the previous meeting thinking they have the expertise and we have an opportunity to get more information and possibly modify if we need to. In some cases interior can be more important than the exterior. I know our historic design standards don't regulate the interior, but I had hoped for more information even though we don't regulate it.

Mr. Schroder: I support the passing point analysis and recommend it go to Town Council for their review.

Mr. Moore: I agree with Christie. I agree with Tim Berry's interpretation for institutional use. Support referring to Town Council as presented.

Mr. Giller: Thank you Chapin, Larissa, and Janet. I take issue with much of what was said. The Secretary of the Interior states most properties change over time but those changes should be preserved. So the changes over time to the windows and doors should be saved. The floor, ceiling, and

- finishes should be included. I know the BHA issued an RFP for the interpretive planner, and that picture shows significant interior fabric. The project demolishes the interior fabric of the house. I'm disappointed. Cannot support the project.
- Mr. Schuman: I'm disappointed SHPO wasn't consulted. Christie and Mike pointed out significant issues with the project. I don't support as presented.
- Mr. Gerard: I agree with Christie and Mike. SHPO should be consulted because we want guidance, not approval. We have a duty to protect what we have. I agree with the Town Attorney that it is an institutional use. If this was a private project we wouldn't be pushing our noses into the interior of the project. We should be making a greater effort to preserve the interiors.
- Mr. LaChance: We will need to hear from the applicant what they want to do in regards to the heated concrete note on the elevations. They could take up to -3 points of outdoor heated space, or remove the note on the elevations. I also want to be sure the Commission is aware that if we do apply Priority Design Standard 20 to the interior, it would be setting a precedent that would apply to future projects and private single family projects, for example. That precedent would not differentiate between Town Project or private use.
- Mr. Grosshuesch: On BHA Board, with regard to the heated sidewalks there is a provision in Policy 33R for heating high traffic areas. (Mr. Gerard: There is precedent for that when it's safety for the public in a high traffic area.) In regard to reviewing interior modifications, the Planning Commission does not have the authority to review interiors, we have never held other applicants to this standard, and I'm very concerned about the precedent this sets. (Mr. Gerard: In making my comments, we are not in the business of reviewing interiors or denying a project based on that. I was hoping the input from SHPO would help us make recommendations, and do not intend to set precedent.)
- Ms. Leidal: Can we continue the project to get more information? (Mr. LaChance: The Commission can make that motion if they so choose.) (Ms. Puester: I have concerns with setting precedent with reviewing the interiors, applying Priority Policy 20 to it. That was not the intent when we wrote it. Staff would recommend against the Commission going beyond our Code perview. I understand you want the opinion, but if you apply interiors to this project, it will set a precedent that we would need to apply to future projects whether they are public or private. Staff is very concerned with this interior review direction.)
- Mr. Schroder: Nothing further to add.
- Mr. Moore: Nothing further to add.
- Mr. Schuman: To Mr. Grosshuesch's point on Policy 33R, this is not a high traffic area. In regards to the interior does it matter that it is public or private? I don't have any desire to set precedent but it is public land so I think it's valid info for Council to consider.
- Mr. Gerard: Mr. Edwards comment in regards to tax credits is non-applicable because no one is seeking a tax credit. Everyone is on the record with his or her previous comments, no need to continue.
- Mr. LaChance: I have one final comment on the heated walkway note. Considering we've already opened and closed the public comment period, I would suggest we proceed with a condition that the note on the plans regarding heated sidewalk be removed prior to issuance of a Building Permit.

Mr. Schroder made a motion to recommend the Town Council approve the project along with a condition to remove the heated outdoor space note. Mr. Schuman seconded the motion. The motion received 3 votes for and 2 against (Mr. Giller, Mr. Schuman and Mr. Moore no, Mr. Schroeder and Mr. Gerard yes, Ms. Leidal-no vote). Mr. Schroder withdrew his motion for the purpose of additional discussion, prior to the final Commissioner's vote.

- Ms. Leidal: Can we have more discussion? Town Projects do not need our approval it is only a recommendation. (Ms. Puester: You are looking at a potential precedent here. Although the

Council has the ability to waive code sections, if not, public and private properties precedent cases are the same for review purposes.)

Mr. Schroder: Nothing to add.

Mr. Moore: Nothing to add.

Mr. Giller: One option to look at design that is in keeping with the Secretary's standards.

Mr. Gerard: If a project has a passing point analysis it should be passed. We can't fail it because we don't like it. (Ms. Puester: Trying to figure out. Are some Commissioners believing that it fails Priority Design Standard 20, so that could be a reason for a denial? Are you thinking its because of the interior?)

Mr. Schuman: I think the passing point analysis is incorrect because plans show a heated sidewalk and it fails Priority Design Standard 20, which is why I'm voting no.

Mr. Giller: If you demolish the character defining front door and 3 of the 5 windows, then that is quite a bit and might be reason to fail due to Priority Design Standard 20. Was there a historic structure report on this house? (Mr. LaChance: There is a cultural resource survey on file from 10 years ago.) (Ms. O'Neil: Yes, we have an assessment for Eberlein.) Those are helpful in projects like these.

Mr. Grosshuesch: I'm wondering if we should continue this. (Ms. Puester: I would like a continuance as well to get the Town Attorney's interpretation.)

Mr. Schroder: I withdraw my motion.

Ms. Puester: Are the applicants okay with a continuance? (Ms. O'Neil: It is not ideal but it's our best option.)

Mr. Moore made a motion to continue the hearing until April 7th, seconded by Ms. Leidal. The motion passed 6-0.

OTHER MATTERS:

1. Town Council Summary (Memo Only)

ADJOURNMENT:

The meeting was adjourned at 9:48 pm.

Steve Gerard, Chair



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.

March 2020

Tuesday, March 24, 2020 3:00 pm / 7:00 pm Town Hall Chambers Second Meeting of the Month

April 2020

April 7th, 2020 All Day Town of Breckenridge Election Day

Tuesday, April 14, 2020 Canceled - First Meeting of the Month

Tuesday, April 28, 2020 3:00 pm / 7:00 pm Town Hall Chambers Second Meeting of the Month

Other Meetings

March 24th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
March 25th, 2020	Summit Stage Transit Board Meeting	8:15am
	Summit Combined Housing Authority	9:00am
March 26th, 2020	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest CO Council of Governments	10:00am
	RW&B Board Meeting	3:00pm
April 1st, 2020	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
April 6th, 2020	Breckenridge Creative Arts	4:00pm
April 7th, 2020	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
April 8th, 2020	Breckenridge Heritage Alliance	Noon
April 9th, 2020	Upper Blue Sanitation District	5:30pm
April 11th, 2020	I-70 Coalition	10:00am
April 14th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm
April 16th, 2020	Transit Advisory Council Meeting	8:00am
April 21st, 2020	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
April 22nd, 2020	Summit Stage Transit Board Meeting	8:15am
	Summit Combined Housing Authority	9:00am
April 23rd, 2020	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest CO Council of Governments	10:00am
	RW&B Board Meeting	3:00pm
April 27th, 2020	Open Space & Trails Meeting	5:30pm
April 28th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm



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.

April 29th, 2020	Summit Stage Transit Board Meeting	8:15am
May 5th, 2020	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
May 6th, 2020	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
May 12th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm
May 13th, 2020	Breckenridge Heritage Alliance	Noon
May 14th, 2020	Upper Blue Sanitation District	5:30pm
May 19th, 2020	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
May 21st, 2020	Transit Advisory Council Meeting	8:00am
May 25th, 2020	Open Space & Trails Meeting	5:30pm
May 28th, 2020	QQ - Quality and Quantity - Water District	10:00am
TBD	Water Task Force Meeting	8:00am
	Art Installation Meeting	2:00pm
	MT2030 Meeting	2:00pm