



TOWN OF
BRECKENRIDGE

Town Council Regular Meeting
Tuesday, August 25, 2020, 7:00 PM
VIRTUAL Council Chambers

This meeting will be broadcast live, but the public will NOT be permitted to attend the meeting in person due to COVID-19 concerns. If you are interested, please monitor the meeting by joining the live broadcast available online. Log-in information is available in the calendar section of our website: www.townofbreckenridge.com.

Questions and comments can be submitted prior to the meeting to Mayor@townofbreckenridge.com or during the meeting using the Q&A feature in the Online Webinar.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - AUGUST 11 AND AUGUST 19, 2020

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

A. CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; PLEASE SUBMIT COMMENTS IN ADVANCE TO MAYOR@TOWNOFBRECKENRIDGE.COM, OR USE THE Q&A FEATURE OF THE WEBINAR)

V. CONTINUED BUSINESS

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

1. *COUNCIL BILL NO. 28, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 13 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING SPECIAL EVENTS*

2. *COUNCIL BILL NO. 29, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE," CONCERNING EXTERIOR LIGHTING*

3. *COUNCIL BILL NO. 30, SERIES 2020 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Town Open Space Parcel)*

4. *COUNCIL BILL NO. 31, SERIES 2020 - AN ORDINANCE AMENDING SECTION 9-1-21 OF THE BRECKENRIDGE TOWN CODE CONCERNING CORRELATIVE DOCUMENTS TO THE BRECKENRIDGE DEVELOPMENT CODE*

5. *COUNCIL BILL NO. 32, SERIES 2020 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Tiger Road)*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2020

1. *COUNCIL BILL NO. 33, SERIES 2020 - AN ORDINANCE APPROVING A LEASE WITH NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (Town of Breckenridge Welcome Center; 203 South Main Street)*

B. RESOLUTIONS, SERIES 2020

1. *RESOLUTION NO. 20, SERIES 2020 - A RESOLUTION AMENDING THE TOWN OF BRECKENRIDGE MASTER PLAN TO INCLUDE THE "BRECKENRIDGE FREE RIDE TRANSIT PLAN (JULY 2020)" AS A PART THEREOF*
2. *RESOLUTION NO. 21, SERIES 2020 - A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE COLORADO DIVISION OF HOUSING*

C. OTHER

1. *TOWN COUNCIL MEMBER VACANCY APPOINTMENT*

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 (MS. GIGLIELLO)

C. BRECKENRIDGE TOURISM OFFICE (MR. KUHN)

D. BRECKENRIDGE HERITAGE ALLIANCE (MR. KUHN)

E. WATER TASK FORCE (MAYOR MAMULA)

F. BRECKENRIDGE CREATIVE ARTS

G. BRECKENRIDGE EVENTS COMMITTEE (MR. CARLETON)

H. CHILD CARE ADVISORY COMMITTEE (MS. OWENS)

I. WORKFORCE HOUSING COMMITTEE (MR. CARLETON)

J. SOCIAL EQUITY ADVISORY COMMISSION

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR AUGUST, SEPTEMBER AND OCTOBER

XII. ADJOURNMENT

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I) CALL TO ORDER, ROLL CALL

Mayor Pro Tem Bergeron called the meeting of August 11, 2020 to order at 7:00pm. The following members answered roll call: Ms. Gigliello, Mr. Carleton, Mr. Kuhn and Mayor Pro Tem Bergeron. Mayor Mamula and Ms. Owens were absent.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – JULY 28 AND AUGUST 4, 2020

With no changes or corrections to the meeting minutes of July 28 and August 4, 2020, Mayor Pro Tem Bergeron declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agenda. Mayor Pro Tem Bergeron declared the agenda approved as presented.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Pro Tem Bergeron opened Citizen's Comment. Citizens were encouraged to email their comments in advance of the meeting or use the Q&A section of the webinar.

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

B) BRECKENRIDGE TOURISM OFFICE

Ms. Lucy Kay, Director of the BTO, stated they just received the occupancy numbers for summer and we are down 17% overall, with August looking about the same as last year. She also stated September is down about 8% and it's probably due to events being canceled. She further stated we expect numbers to change for the fall with schools going virtual and more travel. Ms. Kay stated we are looking to see what we can do to build the month of October, and we are being selective about media coming with long lead times, including Forbes and Artful Living. She also stated we are spending time on research, and the focus groups are coming along. Ms. Kay stated the school impact survey is getting ready to be sent out to employers but we are waiting until after the next school district meeting to see what they might be planning to do. Ms. Kay stated this morning the BTO team went through the business assumptions for the 2021 plan and we will be submitting our budget request at the end of this month to the Town. She further stated the BTO is getting ready to launch Oktober FEAST with restaurant pairings, the Wine Classic is not happening, and we are looking at December events to see what we can do to scale them up or down depending on the situation. Ms. Kay stated the Governor's Conference on Tourism will be virtual this year. Mr. Carleton asked about group business in the future, and Ms. Kay stated it is the least likely to return anytime soon and most people are back-filling occupancy with recreational travel. Mr. Bergeron asked about lodging properties adjusting rates for the expense of disinfecting, and Ms. Kay stated we are not seeing that yet in the rates.

V) CONTINUED BUSINESS

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2020

1. COUNCIL BILL NO. 28, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 13 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING SPECIAL EVENTS

Mayor Pro Tem Bergeron read the title into the minutes. Ms. Shannon Haynes, Assistant Town Manager, stated this ordinance amends the Special Events part of Town Code to include virtual events and street art (under murals) in the permitting process. She further stated the potential for impact on the community will be considered as a defining factor for permitting.

Mayor Pro Tem Bergeron opened the public hearing. There were no comments and the public hearing was closed.

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Mr. Carleton moved to approve COUNCIL BILL NO. 28, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 13 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING SPECIAL EVENTS. Mr. Kuhn seconded the motion.

The motion passed 5-0. Mayor Mamula and Ms. Owens were absent.

2. COUNCIL BILL NO. 29, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE," CONCERNING EXTERIOR LIGHTING

Mayor Pro Tem Bergeron read the title into the minutes. Mr. Mark Truckey, Community Development Director, stated this ordinance makes changes to Town Code including pushing back the deadline for coming into compliance with lighting standards and clarifying an option to retrofit features for downward illumination, among other things.

Mayor Pro Tem Bergeron opened the public hearing. There were no comments and the public hearing was closed.

Ms. Gigliello moved to approve COUNCIL BILL NO. 29, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE," CONCERNING EXTERIOR LIGHTING. Mr. Kuhn seconded the motion.

The motion passed 5-0. Mayor Mamula and Ms. Owens were absent.

3. COUNCIL BILL NO. 30, SERIES 2020 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Town Open Space Parcel)

Mayor Pro Tem Bergeron read the title into the minutes. Mr. Berry stated the Charter requires Council to grant easement requests for the public service company across town-owned property by ordinance. He further stated staff recommends approval.

Mayor Pro Tem Bergeron opened the public hearing. There were no comments and the public hearing was closed.

Mr. Kuhn moved to approve COUNCIL BILL NO. 30, SERIES 2020 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Town Open Space Parcel). Ms. Gigliello seconded the motion.

The motion passed 5-0. Mayor Mamula and Ms. Owens were absent.

4. COUNCIL BILL NO. 31, SERIES 2020 - AN ORDINANCE AMENDING SECTION 9-1-21 OF THE BRECKENRIDGE TOWN CODE CONCERNING CORRELATIVE DOCUMENTS TO THE BRECKENRIDGE DEVELOPMENT CODE

Mayor Pro Tem Bergeron read the title into the minutes. Mr. Berry stated the current Transit Master Plan is listed as a correlative document in Town Code, and to approve the new Transit Master Plan we need to amend the reference to the correlative document in the code. He further stated this is the first step in a multi-step process to adopt the new Transit Master Plan.

Mayor Pro Tem Bergeron opened the public hearing. There were no comments and the public hearing was closed.

Mr. Carleton moved to approve COUNCIL BILL NO. 31, SERIES 2020 - AN ORDINANCE AMENDING SECTION 9-1-21 OF THE BRECKENRIDGE TOWN CODE CONCERNING CORRELATIVE DOCUMENTS TO THE BRECKENRIDGE DEVELOPMENT CODE. Ms. Gigliello seconded the motion.

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The motion passed 5-0. Mayor Mamula and Ms. Owens were absent.

5. COUNCIL BILL NO. 32, SERIES 2020 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Tiger Road)

Mayor Pro Tem Bergeron read the title into the minutes. Mr. Tim Berry stated this is the second ordinance to grant an easement to Public Service Company of Colorado. He further stated this easement is located at Tiger Road.

Mayor Pro Tem Bergeron opened the public hearing. There were no comments and the public hearing was closed.

Ms. Gigliello moved to approve COUNCIL BILL NO. 32, SERIES 2020 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Tiger Road). Mr. Kuhn seconded the motion.

The motion passed 5-0. Mayor Mamula and Ms. Owens were absent.

- B) RESOLUTIONS, SERIES 2020

- C) OTHER

1. A PROCLAMATION IN SUPPORT OF AMERICAN WIND WEEK

Mayor Pro Tem Bergeron read the title into record. Ms. Jessie Burley, Sustainability Coordinator, stated this proclamation would support the use of wind as an alternative energy source.

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS

Planning Commission Decisions were approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated he had no report.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

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

- A. CAST/MMC
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HERITAGE ALLIANCE
- E. WATER TASK FORCE
- F. BRECKENRIDGE CREATIVE ARTS
- G. BRECKENRIDGE EVENTS COMMITTEE
- H. CHILD CARE ADVISORY COMMITTEE
- I. WORKFORCE HOUSING COMMITTEE
- J. SOCIAL EQUITY ADVISORY COMMISSION

X) OTHER MATTERS

Other matters were covered during the afternoon work session.

Mr. Holman stated he will be asking the Mayor Pro Tem to move into the next level of fire restrictions to match the County on Thursday, and this will need to be done by an emergency proclamation. He further stated there is significant fire risk and a Stage 2 ban will add extra restrictions.

XI) SCHEDULED MEETINGS

- A) SCHEDULED MEETINGS FOR AUGUST, SEPTEMBER AND OCTOBER

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:33pm. Submitted by Helen Cospolich, CMC, Town Clerk.

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ATTEST:

Helen Cospolich, CMC, Town Clerk

Jeffrey Bergeron, Mayor Pro Tem

DRAFT

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I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of August 19, 2020 to order at 7:30am. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Carleton, Mr. Kuhn and Mayor Mamula.

II) APPROVAL OF AGENDA

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

III) NEW BUSINESS

There was no new business to discuss.

IV) DISCUSSION ITEMS

A) Approval of Letter of Intent for Breck Studios Workforce Housing Development

Mr. Holman stated the Housing Committee is vetting a micro-unit project near the Recreation Center, with approximately 250-square-foot rental apartments. He stated there would be 18 units and they would be located on a parcel of land on the south side of the Recreation Center. Mr. Holman stated parking for the units would share the Recreation Center lot, and staff are recommending partnering with Traditional Neighborhood Builders for this project and also trying to offset proposed energy use. Mr. Holman stated we are looking for approval to sign a letter of intent, and this is an accelerated timeframe. Council asked if the units were similar to ones in Frisco, and Mr. Holman stated yes, they are similar. Mr. Bergeron noted the storage space in these units is large, and Ms. Owens asked about location of the murphy beds. Mr. David O'Neil, owner of Traditional Neighborhood Builders, stated he is trying to create something he can replicate in other jurisdictions and is mirroring what was built in Frisco, with a preference to use modular units. He also stated there will not be washer/dryers in the units. Mr. O'Neil reviewed the project plans, and explained that the road into the Recreation Center would be diverted around the project, and there would be ample storage in the units. Mr. Holman stated right now our code doesn't recognize housing units under 350 sq. ft. so staff will need bring a code revision to Council in the future that will link the size of the unit to workforce housing use. Mayor Mamula stated he feels we should also link the size to AMI or a rent cap for units this small, so the size would be affordable and tied to workers in the community. Mr. Holman stated we could do this as a Town Project instead of under code to avoid putting numbers or cost in code. Mr. Berry stated we can create a micro-unit under Town Code with a minimum of 250 sq. ft. Ms. Owens stated the net zero energy use is very important to her. Mr. Carleton asked about how to lease these units, and if we should consider master leasing it.

Council agreed to sign the letter of intent and to do the project as a Town Project instead of amending Town Code for micro-units.

B) COVID-Related Survey and Focus Groups Results

Ms. Lucy Kay, Director of the BTO, stated they received almost 450 comments as part of the business survey, and the overriding issue is that safety is the priority and people are supportive of the mask ordinance and hope it will stay in place. She stated we are also hearing that from travelers who feel safe coming to Breckenridge. She stated the businesses stated they want to stay open, and the idea is to do smart closures instead of town-wide ones. She stated other ideas included possible no parking on one side of Main to let people spread out, good pick-up zones, allowing businesses to use extra signage and elevating non-ski activities such as using the ice rink and rec center. There were also suggestions for a year-round snow castle and a lot of comments regarding marketing, and possibly creating theme weeks and smaller events, and offering financial assistance for businesses. Ms. Kay stated there were also mentions of locals-only parking, more public restrooms and getting the bars open. Ms. Kay stated the solution will be the combination of a lot of little things.

Mr. Kuhn asked for clarification about one-way Ridge and Main streets in the winter. Ms. Owens asked about air filters for restaurants, and Ms. Kay stated she will have more information from the State Restaurant Association on Friday. Ms. Gigliello asked about temporary signs and plowing, and how that might work.

C) COVID-Related Subcommittee Work and Fall and Winter Planning

Mr. Holman stated Ms. Haynes has taken the survey information and put it into categories. Ms. Haynes stated pick-up areas would be critical for the winter months, noting that we would be using existing parking spaces for this purpose, cars could not be left unattended, and additional signage would be needed. Ms. Gigliello stated pick-up from restaurants needs to be easy and quick with payment in advance. Mr. Carleton and Mayor Mamula added not leaving cars unattended in this zone would be important, and suggested prioritizing areas not on Main Street first. Mr. Kuhn supported this effort. Mr. Bergeron stated he would still like a centralized website for ordering, and Mayor Mamula stated there isn't one solution for this kind of thing. Ms. Tess Breder of the BTO stated they are working on a central location for ordering sites with Google listings.

Ms. Haynes stated we are trying to keep business signage rules relaxed, but we have a concern about snow removal in the winter.

Ms. Haynes stated staff have explored winter recreation opportunities, and they all have a cost so we need to take a hard look and see if the cost is worth it. Ms. Gigliello stated BOSAC also brainstormed ideas. Mr. Bergeron stated we should gear some of these ideas to the entry-level family visitors. Mayor Mamula stated we should prioritize avalanche danger communications for backcountry skiing. Ms. Owens suggested partnering with local businesses to help with this effort, and Mr. Carleton stated CAIC can help educate about the backcountry. Ms. Gigliello stated we need to help provide the information to our visitors. Mr. Kuhn agreed with Ms. Gigliello. Ms. Haynes stated we have areas that we already groom that we can market to guests and locals that are safe, such as the bike path. Mr. Holman asked about ice skating on Maggie Pond, or at the Nordic Center. Mayor Mamula suggested asking The Village to offer skating at Maggie Pond. Mr. Kuhn asked about a tubing hill experience at Gold Run. Mr. Bergeron stated Gold Run is an untapped amenity, and we just need transportation and more marketing. Mr. Scott Reid, Recreation Director, stated transportation is important and also there are opportunities for a smaller sledding hill out there that might not impact the Golf Course. He also stated the pond can be used for broom ball if the ice is good, and they are looking at doubling the fleet of snowshoes and fat bikes for visitor rentals. Mr. Bergeron stated he believes people just don't know about Gold Run and the outdoor ice rink at the Ice Arena could be an option for public skate. Mr. Reid stated we would need to expand the schedule to offer more hours to the public. Mayor Mamula asked if we have spoken to Summit Youth Hockey to see if they can adjust hours to allow for more public skating. Mr. Reid stated yes, but we are being flexible. Ms. Owens asked about a reservation system for the leisure pool at the Rec Center and Mr. Reid stated they are working on what that might look like in the future.

Ms. Haynes stated staff has prepared an FAQ for tent use by businesses in the winter, including fire department approval for use in the winter on private property. Mayor Mamula added that the tents need to be significant and some businesses are even considering yurts.

Ms. Haynes stated there are several competing interests for use of the Riverwalk Center this winter, and we need to look at them all. Also, Ms. Haynes asked Council what they thought about one-way traffic on Main Street and Ridge Street to allow for more pedestrian use in the winter. Mr. Holman commented that he is concerned about safety and plowing and snow berms. Mr. Bergeron stated he is worried about sending people in circles while looking for parking. Mr. Carleton stated he is concerned about pushing traffic to French and High streets. Council generally agreed one-way streets might not work in the winter. Mayor Mamula stated we could use the Riverwalk area in the winter and try to shift pedestrian access there, and we could add temporary lighting to assist and turn on holiday lights early. Mayor Mamula thanked the residents on French and High streets who have dealt with Main Street closures all summer for the greater good.

Mr. Holman and Mayor Mamula stated they have a call with Mr. Rob Katz of Vail Resorts tomorrow about ski area operations. Mr. Carleton stated the Governor indicated he would wait 60 days to talk about capacity restrictions of ski resorts. Mr. Holman added every ski resort is different and may have different plans. Mayor Mamula stated that is why we are focusing on other options for winter travel to offer good vacations

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regardless of what the ski area can do. Ms. Owens asked if the ski resort could help accommodate the Mountain Top Children's Museum in one of their spaces. Ms. Gigliello asked about daytime uphill access at the resort.

V) OTHER MATTERS

Mr. Holman stated he shared with Council the press release about Erroll Miller's retirement at the end of this season. Council thanked Erroll for his time with the Town.

Mr. Holman asked if Council was okay with The Summit Foundation putting the inflatable duck in the Walkable Main closure area on South Main. Council agreed they were okay with that.

Mr. Holman stated the County will host a second virtual Town Hall meeting September 10, 1-3pm, and he encourages Council to attend.

Mr. Holman stated a local photographer would like to take a photo of the Council members wearing masks. Council agreed to do that.

Mr. Holman stated Council vacancy interviews will take place at the start of the Work Session on the 25th. After some discussion, Council decided to conduct 5-minute interviews with the 11 candidates. Mr. Holman further stated the final vote can be done at that meeting or postponed until the September 8th meeting.

Mr. Holman stated the Great Divide Art Festival will take place at the CMC parking lot the first weekend in September.

Council stated they would like to hold special meetings every other week for the primary purpose of COVID discussion and planning.

VI) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:35am. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor



Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 08/17/20
Subject: Council Bill No. 28 (Amendment to Special Events Ordinance)

The second reading of the ordinance amending the Town's Special Events Ordinance is scheduled for your meeting on August 25th. 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 – AUG. 25**

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3 **NO CHANGE FROM FIRST READING**

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

7
8 COUNCIL BILL NO. 28

9
10 Series 2020

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12 AN ORDINANCE AMENDING CHAPTER 13 OF TITLE 4 OF THE BRECKENRIDGE
13 TOWN CODE CONCERNING SPECIAL EVENTS

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

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18 Section 1. The definition of “Special Event or Event” in Section 4-13-4 of the
19 Breckenridge Town Code is amended to read as follows:
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SPECIAL EVENT OR EVENT:	<p>A planned or organized occurrence that:</p> <p>A. Includes an expected gathering of fifty (50) or more people if: 1) the primary purpose of the occurrence is entertainment; 2) the public or a substantial portion of the public is invited to the occurrence, either by express invitation or by implication; and 3) the occurrence is expected to have a visual, noise, or environmental impact, or to cause disruption of the normal routine of the community or the affected neighborhood; or</p> <p><u>B. Is a virtually held event regardless of the duration if: 1) expected participation is fifty (50) or more people at once or over a period of time; 2) the primary purpose of the occurrence is entertainment; 3) the public or a substantial portion of the public is invited to the occurrence, either by express invitation or by implication; and 4) the occurrence is expected to have a visual, noise, or environmental impact, or to cause disruption of the normal routine of the community or the affected neighborhood; or</u></p> <p><u>BC.</u> involves filming.</p>
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Section 2. Section 4-13-4 of the Breckenridge Town Code is amended by the addition of the following definitions:

<u>RECREATIONAL PATHWAY:</u>	<u>Has the meaning provided in Section 1412 of the Town’s Traffic Code adopted and amended in chapter 1, title 7 of this Code.</u>
<u>STREET ART:</u>	<u>Temporary visual art created on the surface of a Town street for public display in connection with an approved special event.</u>
<u>VIRTUAL EVENT:</u>	<u>A online event that involves people interacting both in person and in a virtual environment on the world wide web or via a mobile application.</u>

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Section 3. Section 4-3-11 of the Breckenridge Town Code is amended to read as follows:

4-13-11: RELATIONSHIP TO OTHER TOWN ORDINANCES:

Notwithstanding anything contained in this Code to the contrary:

A. A permit issued under this chapter is not a special events liquor license. If alcoholic beverages are to be served at the special event, the permittee must obtain the required permit or approval from the Town Clerk or the Town of Breckenridge liquor and marijuana licensing authority. (Ord. 4, Series 2017)

B. A permit issued under this chapter may authorize the permittee to exceed the maximum noise levels provided in title 5, chapter 8 of this Code in connection with the holding of the special event for which the permit is issued; and the Town Manager may establish specific maximum noise levels for any such event. The Town Manager shall apply the standards set forth in subsection 5-8-12A of this Code in connection with any request for permission to exceed the maximum noise levels provided in title 5, chapter 8 of this Code.

C. A permit issued under this chapter shall be treated as a special event permit within the meaning of section 9-1-19-44A, “Policy 44 (Absolute) Radio Broadcasts”, of this Code. No Class D minor development permit shall be required to authorize any radio broadcast conducted as a special event.

1 D. Except as specifically provided in this section, in addition to a permit a
2 permittee must obtain all other required Town permits and approvals before
3 holding the special event authorized by the permit, including, but not limited to, a
4 development permit and building permit.
5

6 E. Notwithstanding section 9-1-19-43A, "Policy 43 (Absolute) Public Art", of this
7 Code, a permit issued under this chapter may authorize the permittee to display a
8 mural in connection with the holding of the special event for which the permit is
9 issued.
10

11 **F. A permit issued under this chapter may authorize the permittee to create**
12 **and display street art.**
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14 ~~F.G.~~ Notwithstanding chapter 2 of title 8 of this Code, a permit issued under this
15 chapter may authorize the permittee to display signage in connection with the
16 holding of the special event for which the permit is issued.
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18 Section 3. Section 4-13-12A of the Breckenridge Town Code is amended to read as
19 follows:
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21 A. The Town Manager shall deny an application for a special event permit if the
22 Town Manager determines that:
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24 1. The application conflicts with another event as described in subsection 4-13-
25 10A8 of this chapter;
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27 2. Information contained in the application, or supplemental information
28 requested from the applicant, is found to be false in any material respect;
29

30 3. The application fails to meet any of the standards set forth in section 4-13-10 of
31 this chapter;
32

33 4. The time, route, or size of the event will substantially interrupt the safe and
34 orderly movement of traffic on or contiguous to the event site or route or will
35 disrupt the use of a street or highway at a time when it is usually subject to heavy
36 traffic congestion;
37

38 5. The location of the event will substantially interfere with any construction or
39 maintenance work scheduled to take place upon or along the Town streets or
40 property;
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42 **6. The time, route, physical size, or the anticipated number of participants of**
43 **the proposed event will substantially interrupt the safe and orderly**
44 **movement of users on a recreational pathway that is on or adjacent to the**

1 **event site, or the proposed route will disrupt the use of a recreational trail at**
2 **a time when such trail is reasonably expected to be heavily used.**

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4 **67.** The applicant has failed to pay costs, fees, or deposits for a previous special
5 event permit within the preceding five (5) years; or the applicant has failed to pay
6 the Town for damages arising from a previous special event held by the applicant,
7 regardless of when such event was held; or

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9 **78.** The applicant has failed to abide by the requirements or conditions of previous
10 special event permits within the preceding five (5) years.

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12 **Section 4.** Except as specifically amended by this ordinance, the Breckenridge Town Code,
13 and the various secondary codes adopted by reference therein, shall continue in full force and
14 effect.

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

18
19 **Section 6.** The Town Council finds, determines, and declares that it has the power to adopt
20 this ordinance pursuant to the provisions of Section 31-15-501, C.R.S., and the powers possessed
21 by home rule municipalities in Colorado.

22
23 **Section 7.** This ordinance shall be published and become effective as provided by Section 5.9
24 of the Breckenridge Town Charter.

25
26 **INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED**
27 **PUBLISHED IN FULL** this ____ day of _____, 2020. A Public Hearing shall be held at the
28 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
29 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
30 Town.

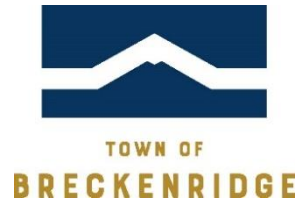
31
32 **TOWN OF BRECKENRIDGE, a Colorado**
33 **municipal corporation**

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

38
39 **ATTEST:**

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

44 **500-272\2020\ Special Events Ordinance Amendment (08-17-20)(Second Reading**



Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 08/17/20
Subject: Council Bill No. 29 (Amendment to Dark Sky Ordinance)

The second reading of the ordinance amending the Town's Dark Sky Ordinance is scheduled for your meeting on August 25th. 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 – AUG. 25**

2
3 **NO CHANGE FROM FIRST READING**

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

7
8 COUNCIL BILL NO. 29

9
10 Series 2020

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

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

18
19 Section 1. Section 9-12-4B of the Breckenridge Town Code is amended to read as
20 follows:

21
22 B. The required period for the eventual elimination of nonconforming lighting
23 fixtures contained in this chapter, which is based upon the formula that is used by
24 the United States internal revenue service to depreciate fixtures attached to real
25 property over a fifteen (15) year period, is reasonable and provides a rational basis
26 for the deadline of ~~July 1, 2022~~, for the elimination of nonconforming lighting
27 fixtures established by this chapter.

28
29 Section 2. Section 9-12-6B of the Breckenridge Town Code is amended to read as
30 follows

31
32 B. All commercial and residential outdoor lighting fixtures that were lawfully
33 installed prior to July 1, 2007 but that do not comply with the requirements of this
34 Chapter are declared to be legal nonconforming fixtures. All legal nonconforming
35 fixtures may continue to be used and maintained after the adoption of this
36 Chapter, but shall be brought into compliance with the requirements of this
37 Chapter upon the first to occur of:

- 38
39 1. a determination by the Director that the legal nonconforming fixture
40 constitutes a public hazard or nuisance;
41 2. the replacement of the legal nonconforming fixture; or
42 3. July 1, ~~2022~~2025.

1 Notwithstanding any other provision of this Chapter, all legal nonconforming
2 fixtures shall be brought into compliance with the requirements of this Chapter
3 not later than July 1, ~~2022~~2025.

4
5 Section 3. Section 9-12-6 of the Breckenridge Town Code is amended by the addition of
6 a new Section B.5 which shall read as follows:

7
8 **B.5 Prior to July 1, 2025 a legal nonconforming fixture described in Section**
9 **9-12-6B may be brought into compliance with the requirements of this**
10 **Chapter by the approval of such fixture as a retrofit fixture as defined in**
11 **Section 9-12-7. Once approved as a retrofit fixture by the Director pursuant**
12 **to Section 9-12-6B the fixture shall be deemed to be in compliance with the**
13 **requirements of this Chapter.**

14
15 Section 4. Section 9-12-7 of the Breckenridge Town Code is amended by the addition of
16 the following definition:

<u>RETROFIT FIXTURE:</u>	<u>A legal non-conforming fixture as described in Section 9-12-6B that has a permanent opaque lining applied to it which extends to the lowest portion of the bulb, or other permanent modification to the fixture approved by the Director that brings such fixture into compliance with the requirements of this Section.</u>
---------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

17
18
19 Section 5. Except as specifically amended hereby, the Breckenridge Town Code, and the
20 various secondary codes adopted by reference therein, shall continue in full force and effect.

21
22 Section 6. The Town Council hereby finds, determines, and declares that this ordinance is
23 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
24 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
25 thereof.

26
27 Section 7. The Town Council hereby finds, determines and declares that it has the power
28 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
29 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
30 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
31 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
32 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
33 contained in the Breckenridge Town Charter.

34
35 Section 8. This ordinance shall be published and become effective as provided by Section
36 5.9 of the Breckenridge Town Charter.

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

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

10
11
12 By: _____
13 Eric S. Mamula, Mayor
14

15 ATTEST:

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19 _____
20 Helen Cospolich, CMC,
21 Town Clerk
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Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 08/17/20
Subject: Council Bill No. 30 and Council Bill No. 32 (Public Service Company easement ordinances)

The second reading of Council Bill No. 30 and Council Bill No. 32 are both scheduled for your meeting on August 25th.

The only changes in the ordinances from first reading reflects Public Service Company's request that both ordinances be adopted as emergency ordinances. As you know, an emergency ordinance becomes effective upon adoption whereas a non-emergency ordinance becomes effective 35 days after adoption. PSCo wants to begin working in the new easements as soon as possible, and converting both of the ordinances to emergency ordinances will facilitate that construction schedule.

Staff has no objection to the two ordinances becoming emergency ordinances.

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

1 **FOR WORKSESSION/SECOND READING – AUG. 25**

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. 30

7
8 Series 2020

9
10 AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC
11 SERVICE COMPANY OF COLORADO; **DECLARING AN EMERGENCY; AND**
12 **PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE**
13 (Town Open Space Parcel)

14
15 WHEREAS, Public Service Company of Colorado has requested the granting of an
16 easement over, across, and through certain real property owned by the Town; and

17
18 WHEREAS, the Town Council of the Town of Breckenridge has determined that it
19 should grant the requested easement; and

20
21 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,
22 Section 15.3 of the Breckenridge Town Charter requires that granting of the easement be
23 authorized by ordinance.

24
25 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
26 BRECKENRIDGE, COLORADO:

27
28 Section 1. The Town Manager is authorized, empowered, and directed to execute,
29 acknowledge, and deliver to Public Service Company of Colorado an easement substantially in
30 the form marked **Exhibit “A”**, attached hereto, and incorporated herein by reference.

31
32 Section 2. The Easement Area in the approved easement document shall be further
33 described and defined on the basis of an as-built drawing and description to be provided by
34 Public Service Company of Colorado at its cost following the installation of Public Service
35 Company of Colorado’s utility lines. Upon the approval by Grantor and Grantee of the as-built
36 drawing and description of the Easement Area the Town Manager is further authorized to

1 execute, acknowledge, and deliver an amended grant of easement based on an as-built legal
2 description.

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

7
8 Section 4. The Town Council of the Town of Breckenridge hereby finds, determines
9 and declares that an emergency exists and that this ordinance is necessary for the
10 immediate preservation of public property, health, welfare, peace or safety in order to
11 allow Public Service Company of Colorado to begin its work in the easement area of the
12 Grant of Easement approved by this ordinance sooner than would be permitted if this
13 ordinance was adopted as a nor-emergency ordinance. The Town Council further
14 determines that the adoption of this ordinance as an emergency ordinance is in the best
15 interest of the citizens of the Town of Breckenridge.

16
17 Section 5. Pursuant to Section 5.11 of the Breckenridge Town Charter this
18 Ordinance shall take effect and be in full force upon adoption of this ordinance by the
19 affirmative votes of at least five (5) members of the Town Council.

20
21 Section 6. Section 4. This ordinance shall be published and become effective as
22 provided by Section 5.9 in full within ten (10) days after adoption, or as soon thereafter as
23 possible, as required by Section 5.11 of the Breckenridge Town Charter.

24
25 ~~INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED~~
26 ~~PUBLISHED IN FULL~~ this ____ day of _____, 2020. A Public Hearing shall be held at the
27 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
28 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
29 Town. ADOPTED AND APPROVED as an Emergency Ordinance this ____ day of _____,
30 2020.

31
32
33 TOWN OF BRECKENRIDGE, a Colorado
34 municipal corporation

35
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37
38 By: _____
39 Eric S. Mamula, Mayor
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41

1 ATTEST:

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Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney

GRANT OF EASEMENT

This GRANT OF EASEMENT (“**Grant**”) dated _____, 2020 is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, whose address is P. O. Box 168, Breckenridge, CO 80424 (“**Grantor**”) and PUBLIC SERVICE COMPANY OF COLORADO, whose address is 1800 Larimer Street, Suite 1100, Denver, CO 80202 (“**Grantee**”).

WITNESSETH THAT:

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred, and sold, and by these presents does bargain, convey, deliver, transfer and sell to Grantee, its successors and assigns, a perpetual, non-exclusive easement fifteen (15) feet in width to construct, operate, maintain, repair, and replace utility lines, and all fixtures and devices used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in the SW¼ SE¼ of Section 25, Township 6 South, Range 78 West of the 6th Principal Meridian in the County of Summit, State of Colorado, the easement being described as follows:

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

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the Grantee’s facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

Notwithstanding anything contained in this Grant to the contrary, Grantee may not cut or otherwise damage any trees located within the Easement Area without the prior consent of Grantor.

Grantee shall exercise the rights herein granted to it with due care. Any liability for personal injury or property damage to Grantor, its employees, agents and invitees, or any third person, caused by the use or occupancy of the Easement Area by Grantee pursuant to this Grant shall be borne by Grantee to the extent caused by the negligence of Grantee, its officers, employees and agents.

The Easement Area shall be further described and defined on the basis of an as-built drawing and description to be provided by Grantee at its cost following the installation of Grantee's utility lines. Upon the approval by Grantor and Grantee of the as-built drawing and description of the Easement Area this Grant shall be amended or replaced to incorporate the as-built drawing and description of the Easement Area

Executed at Breckenridge, Colorado the date first written above.

GRANTOR:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

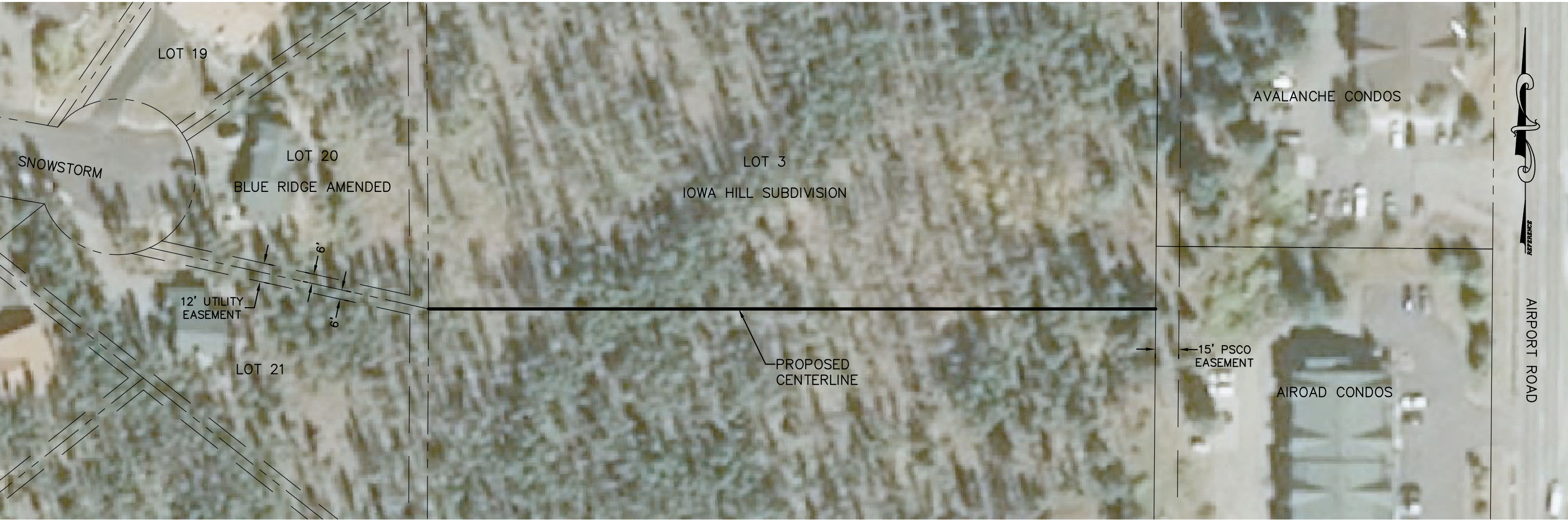
The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

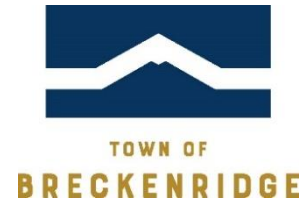
WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

Exhibit A
Open Space Parcel





Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 08/17/20
Subject: Council Bill No. 31 (making new Transit Plan a Correlative Document under the Development Code)

The second reading of the ordinance making the new Transit Plan a “Correlative Document” under the Town’s Development Code is scheduled for your meeting on August 25th. 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 – AUG. 25***

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

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

7
8 COUNCIL BILL NO. 31

9
10 Series 2020

11
12 AN ORDINANCE AMENDING SECTION 9-1-21 OF THE BRECKENRIDGE TOWN CODE
13 CONCERNING CORRELATIVE DOCUMENTS TO THE BRECKENRIDGE
14 DEVELOPMENT CODE

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

18
19 Section 1. Section 9-1-21 of the Breckenridge Town Code is amended to read as follows:

20 9-1-21: CORRELATIVE DOCUMENTS:

21 Town of Breckenridge land use guidelines.

22
23 Town of Breckenridge design standards¹.

24
25 Town of Breckenridge water quality and sediment transport control
26 standards².

27
28 Town of Breckenridge street standards³.

29
30 ~~Breckenridge 2009 transit operations plan.~~
31 **Breckenridge Free Ride Transit Plan (July 2020)**

32
33 Town of Breckenridge off street parking regulations⁴.

34
35 Town of Breckenridge landscaping guide (revised May 2012).

36
37 American standard for nursery stock.

38
39 Town of Breckenridge goals and objectives report.

40
41 Town of Breckenridge Capital Improvements Program.
42

1 Town of Breckenridge storm drainage standards⁵.
2
3 Wildfire hazards: guidelines for their prevention in subdivision and
4 developments.
5
6 Town of Breckenridge flood damage prevention ordinance⁶.
7
8 Breckenridge subdivision ordinance⁷.
9
10 Blue River walkway improvements plan.
11
12 Town of Breckenridge trails plan (revised August 2008).
13
14 Upper Blue Nordic master plan (revised 2011).
15
16 Cucumber Gulch recreation master plan.
17
18 The Arts District of Breckenridge master plan.
19
20 The Breckenridge Public Art Program master plan plus policy 2016. (Ord.
21 24, Series 2017)

22
23
24 Footnote 1: See chapter 5 of this title.
25 Footnote 2: See title 10, chapter 4 of this code.
26 Footnote 3: See title 10, chapter 1 of this code.
27 Footnote 4: See chapter 3 of this title.
28 Footnote 5: See title 10, chapter 2 of this code.
29 Footnote 6: See title 10, chapter 3 of this code.
30 Footnote 7: See chapter 2 of this title.

31
32 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
33 various secondary codes adopted by reference therein, shall continue in full force and effect.

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

38 Section 4. The Town Council hereby finds, determines, and declares that it has the
39 power to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling
40 Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning
41 municipal zoning powers); (iii) Chapter 4 of Title 9 of the Breckenridge Town Code; (iv) the
42 authority granted to home rule municipalities by Article XX of the Colorado Constitution; and
43 (v) the powers contained in the Breckenridge Town Charter.

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

6 TOWN OF BRECKENRIDGE, a Colorado
7 municipal corporation
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11 By _____
12 Eric S. Mamula, Mayor
13

14 ATTEST:

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18 _____
19 Helen Cospolich , CMC,
20 Town Clerk
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Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 08/17/20
Subject: Council Bill No. 30 and Council Bill No. 32 (Public Service Company easement ordinances)

The second reading of Council Bill No. 30 and Council Bill No. 32 are both scheduled for your meeting on August 25th.

The only changes in the ordinances from first reading reflects Public Service Company's request that both ordinances be adopted as emergency ordinances. As you know, an emergency ordinance becomes effective upon adoption whereas a non-emergency ordinance becomes effective 35 days after adoption. PSCo wants to begin working in the new easements as soon as possible, and converting both of the ordinances to emergency ordinances will facilitate that construction schedule.

Staff has no objection to the two ordinances becoming emergency ordinances.

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

1 **FOR WORKSESSION/SECOND READING – AUG. 25**

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. 32

7
8 Series 2020

9
10 AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC
11 SERVICE COMPANY OF COLORADO; **DECLARING AN EMERGENCY; AND**
12 **PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE**
13 (Tiger Road)

14
15 WHEREAS, Public Service Company of Colorado has requested the granting of an
16 easement over, across, and through certain real property owned by the Town; and

17
18 WHEREAS, the Town Council of the Town of Breckenridge has determined that it
19 should grant the requested easement; and

20
21 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,
22 Section 15.3 of the Breckenridge Town Charter requires that granting of the easement be
23 authorized by ordinance.

24
25 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
26 BRECKENRIDGE, COLORADO:

27
28 Section 1. The Town Manager is authorized, empowered, and directed to execute,
29 acknowledge, and deliver to Public Service Company of Colorado an easement substantially in
30 the form marked **Exhibit “A”**, attached hereto, and incorporated herein by reference.

31
32 Section 2. The Easement Area in the approved easement document shall be further
33 described and defined on the basis of an as-built drawing and description to be provided by
34 Public Service Company of Colorado at its cost following the installation of Public Service
35 Company of Colorado’s utility lines. Upon the approval by Grantor and Grantee of the as-built
36 drawing and description of the Easement Area the Town Manager is further authorized to

1 execute, acknowledge, and deliver an amended grant of easement based on an as-built legal
2 description.

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

7
8 Section 4. The Town Council of the Town of Breckenridge hereby finds, determines
9 and declares that an emergency exists and that this ordinance is necessary for the
10 immediate preservation of public property, health, welfare, peace or safety in order to
11 allow Public Service Company of Colorado to begin its work in the easement area of the
12 Grant of Easement approved by this ordinance sooner than would be permitted if this
13 ordinance was adopted as a non-emergency ordinance. The Town Council further
14 determines that the adoption of this ordinance as an emergency ordinance is in the best
15 interest of the citizens of the Town of Breckenridge.

16
17 Section 5. Pursuant to Section 5.11 of the Breckenridge Town Charter this
18 Ordinance shall take effect and be in full force upon adoption of this ordinance by the
19 affirmative votes of at least five (5) members of the Town Council.

20
21 Section 6. Section 4. This ordinance shall be published and become effective as
22 provided by Section 5.9 in full within ten (10) days after adoption, or as soon thereafter as
23 possible, as required by Section 5.11 of the Breckenridge Town Charter.

24
25 ~~INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED~~
26 ~~PUBLISHED IN FULL~~ this ____ day of _____, 2020. A Public Hearing shall be held at the
27 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
28 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
29 Town. ADOPTED AND APPROVED as an Emergency Ordinance this ____ day of _____,
30 2020.

31
32
33 TOWN OF BRECKENRIDGE, a Colorado
34 municipal corporation

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38 By: _____
39 Eric S. Mamula, Mayor
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ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney

GRANT OF EASEMENT

This GRANT OF EASEMENT (“**Grant**”) dated _____, 2020 is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, whose address is P. O. Box 168, Breckenridge, CO 80424 (“**Grantor**”) and PUBLIC SERVICE COMPANY OF COLORADO, whose address is 1800 Larimer Street, Suite 1100, Denver, CO 80202 (“**Grantee**”).

WITNESSETH THAT:

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred, and sold, and by these presents does bargain, convey, deliver, transfer and sell to Grantee, its successors and assigns, a perpetual, non-exclusive easement fifteen (15) feet in width to construct, operate, maintain, repair, and replace utility lines, and all fixtures and devices used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in the SW¼ SE¼ of Section 17, Township 6 South, Range 77 West of the 6th Principal Meridian in the County of Summit, State of Colorado, the easement being described as follows:

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

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the Grantee’s facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

Notwithstanding anything contained in this Grant to the contrary, Grantee may not cut or otherwise damage any trees located within the Easement Area with the prior consent of Grantor.

Grantee shall exercise the rights herein granted to it with due care. Any liability for personal injury or property damage to Grantor, its employees, agents and invitees, or any third person, caused by the use or occupancy of the Easement Area by Grantee pursuant to this Grant shall be borne by Grantee to the extent caused by the negligence of Grantee, its officers, employees and agents.

UTILITY EASEMENT

The Easement Area shall be further described and defined on the basis of an as-built drawing and description to be provided by Grantee at its cost following the installation of Grantee's utility lines. Upon the approval by Grantor and Grantee of the as-built drawing and description of the Easement Area this Grant shall be amended or replaced to incorporate the as-built drawing and description of the Easement Area

Executed at Breckenridge, Colorado the date first written above.

GRANTOR:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

Exhibit A Tiger Run

NE, SW, Sec. 17, T 6 S, R 77 W, 6th
39.529270, -106.026382

(Extending between Revett Drive and 411 Long Ridge Drive)



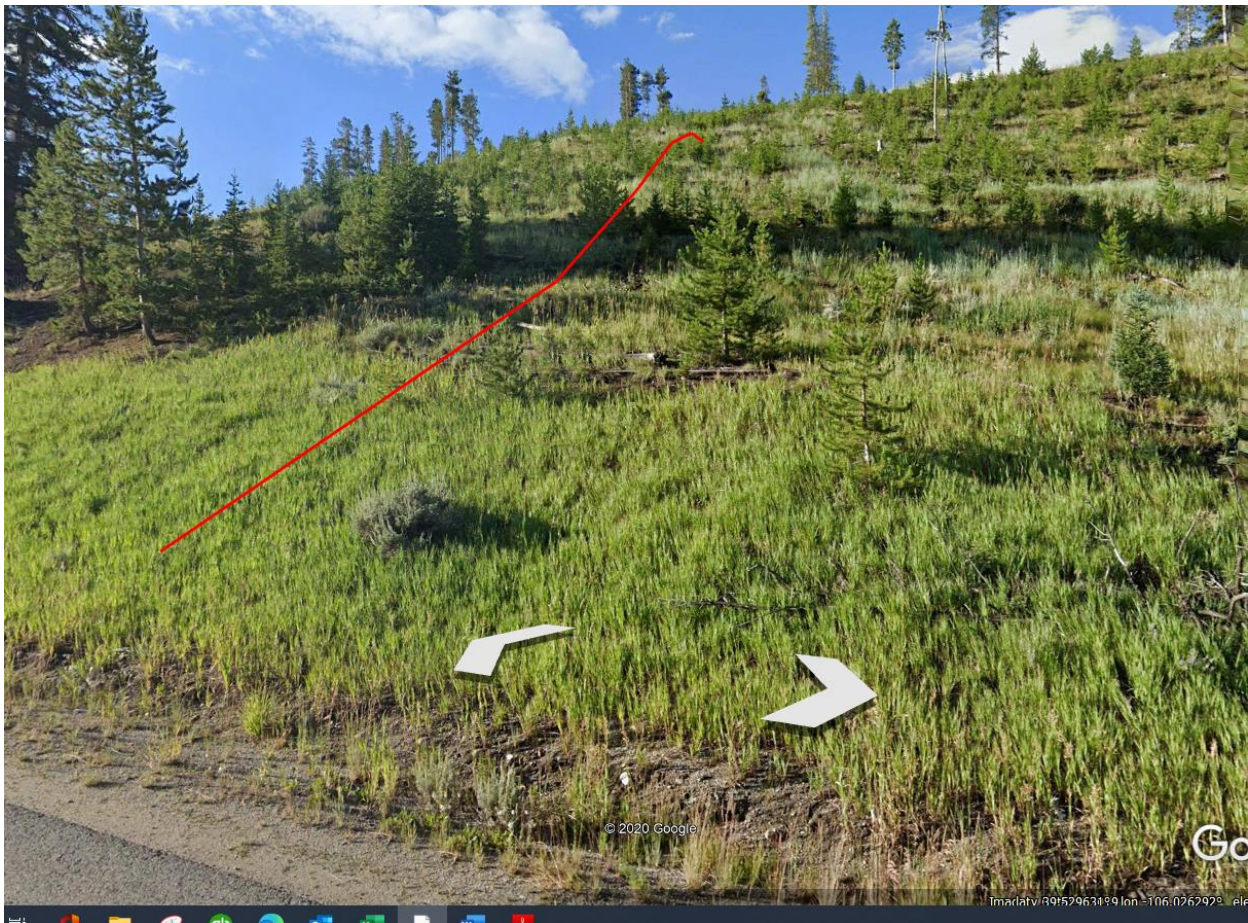
SCHEDULE: 6507553

Get Detail Data

PPI: 2211-1730-07-002

Property Info		Mailing Address	
OWNER:	BRECKENRIDGE TOWN OF	NAME/CO:	BRECKENRIDGE TOWN OF
PROP. DESC:	TRACT B HIGHLANDS AT BRECK-HIGHLANDS PARK OPEN SPACE	STREET:	PO BOX 168
PHYS. ADD:		CSZ:	BRECKENRIDGE CO 804240168
JURISDICTION:	BRECKENRIDGE		







Memo

To: Mayor and Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Date: 8/19/2020 for meeting August 25, 2020
Subject: Welcome Center Small Cell Facility Lease-First Reading

The Federal Communications Commission (FCC), as well as the State of Colorado, passed regulations that allow the deployment of small cell technology in municipal rights of ways (ROWs). The stated purpose of these regulations is to make wireless communications more readily accessible nationwide by removing much of the local governmental review authority. To comply, the Town Council adopted the Town's Small Cell Design Guidelines in 2019.

Staff presented proposed Design Guidelines modifications to the Town Council in April 28, 2020. At that work session, the Town Council suggested staff work with wireless providers on alternative locations outside of the rights of ways, preferably on Town buildings, especially within the Conservation District to reduce the number of freestanding small cell poles, thus minimizing visual impacts in the District.

Staff has since worked with AT&T to locate a small cell facility onto the Town's Welcome Center building rooftop rather than installing a new small cell facility pole on Main Street. Staff is pleased that AT&T was willing to work with the Town to locate on a Town building rooftop.

The development permit for the small cell facility has been approved at a staff level as required by the code (small cell is shown on the rooftop with a blue arrow in the photo). A condition of approval was included to obtain approval from the Town Council of a lease for the use of the Welcome Center rooftop. The Town Code requires a lease which exceeds one year in length to be approved by ordinance.



The primary lease points are:

- Length: 10 year lease term with one 5 year extension.
- Cost: \$1,065 per year.

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

1 ***FOR WORKSESSION/FIRST READING – AUG. 25***

2
3 COUNCIL BILL NO. ____

4
5 Series 2020

6
7 AN ORDINANCE APPROVING A LEASE WITH NEW CINGULAR WIRELESS PCS, LLC,
8 A DELAWARE LIMITED LIABILITY COMPANY
9 (Town of Breckenridge Welcome Center; 203 South Main Street)

10
11 WHEREAS, the Town of Breckenridge owns the real property commonly known as
12 “Breckenridge Welcome Center,” located at 203 South Main Street in Breckenridge, Colorado;
13 and

14
15 WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company,
16 has proposed to lease a portion of the roof of the Town of Breckenridge Welcome Center for use
17 as a location of a small cell wireless facility; and

18
19 WHEREAS, a proposed Lease between the Town and New Cingular Wireless PCS, LLC,
20 a Delaware limited liability company, has been prepared, a copy of which is marked **Exhibit**
21 **“A”**, attached hereto and incorporated herein by reference; and

22
23 WHEREAS, the proposed Lease has been reviewed by the Town Attorney and the Town
24 Council; and

25
26 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

27
28 The council may lease, for such time as council shall determine, any real or
29 personal property to or from any person, firm, corporation, public and private,
30 governmental or otherwise.

31
32 and;

33
34 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
35 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

36
37 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
38 BRECKENRIDGE, COLORADO:

39
40 Section 1. The proposed Lease between the Town and New Cingular Wireless PCS, LLC,
41 a Delaware limited liability company, copy of which is marked **Exhibit “A”**, attached hereto and
42 incorporated herein by reference, is approved, and the Town Manager is authorized, empowered,
43 and directed to execute such Lease for and on behalf of the Town of Breckenridge.

1 **SMALL CELL WIRELESS COMMUNICATIONS FACILITIES**
2 **SITE LEASE**
3

4 THIS SMALL CELL WIRELESS COMMUNICATIONS FACILITIES SITE LEASE
5 (“**Lease**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered
6 into by the TOWN OF BRECKENRIDGE, COLORADO (“**Landlord**”), a Colorado home rule
7 municipality, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability
8 company (“**Tenant**”) with its principal offices located at [REDACTED].
9 Landlord and Tenant are sometimes referred to individually in this Lease as a “**Party**,” or
10 collectively as the “**Parties**.”
11

12 **BACKGROUND**
13

14 Landlord is the owner of land located at 203 South Main Street, Breckenridge, Colorado
15 80424 (the “**Property**”), as further described on **Exhibit A**. The Town of Breckenridge
16 “Welcome Center” (“**Town Facility**”) is located on the Property. Tenant is a wireless
17 communications provider and is permitted, licensed, or otherwise authorized by the applicable
18 federal or state governmental authority to operate in some areas of the Town of Breckenridge.
19 Landlord desires to permit use by Tenant and the Tenant desires to use a portion of the roof of
20 the Town Facility as described below in order to enable Tenant to erect, operate, and maintain
21 certain small cell wireless facilities of Tenant in connection with its wireless communications
22 business.
23

24 **1. LEASE OF LEASED PREMISES.**
25

26 Landlord leases to Tenant approximately [REDACTED] square feet of the rooftop area of the Town
27 Facility for the installation of its small cell wireless facilities as further described on **Exhibit B**
28 (collectively, the “**Leased Premises**”). For the purposes of this Lease, small cell wireless
29 facilities (“**Small Cell Wireless Facilities**”) are defined as wireless communications facilities
30 that meet both of the following qualifications: (1) a wireless communication facility where each
31 antenna is located inside an enclosure of no more than three cubic feet in volume; and (2)
32 primary equipment enclosures are not larger than seventeen cubic feet in volume. The following
33 associated equipment may be located outside of the primary equipment enclosure and, if so
34 located, is not included in the calculation of equipment volume: electric meter, concealment
35 elements, telecommunications demarcation box, ground-based enclosure, back-up power
36 systems, grounding equipment, power transfer switch and cut-off switch. All associated
37 equipment, even if located outside of the primary equipment enclosure, shall be camouflaged as
38 required by the Development Permit issued by the Town and included within the definition of
39 Small Cell Wireless Facilities.
40

41 **2. PERMITTED USE.**
42

43 (a) The Leased Premises may be used by Tenant only for the transmission and
44 reception of communications signals and the installation, construction, maintenance,
45 replacement, repair, upgrade, use, and operation of Small Cell Wireless Facilities. Tenant has the
46 right to install and operate transmission cables from any equipment shelter or cabinet to the

1 antennas, electric lines from the main feed to the equipment shelter or cabinet, and
2 communication lines from the main entry point to the equipment shelter or cabinet in the
3 locations depicted on **Exhibit B**. Tenant agrees to comply with all applicable governmental laws,
4 rules, statutes and regulations, relating to its use of the Small Cell Wireless Facilities on the
5 Property. Tenant must provide Landlord-approved walk pads and safety rails to all Tenant Small
6 Cell Wireless Facilities located on the rooftop. If a penetration of the roof or parapet of the Town
7 Facility occurs in connection with the installation or maintenance of Tenant's Small Cell
8 Wireless Facilities, such penetration shall be repaired at Tenant's sole cost by a qualified roofing
9 contractor, and such roofing contractor shall warrant its work for a period of at least one (1) year.
10 Without limiting the preceding sentence, Tenant shall be responsible for the cost of any repairs
11 for any damage caused to the Town Facility or any other part of the Property to the extent caused
12 by Tenant during installation, use, maintenance, and removal of Tenant's Small Cell Wireless
13 Facilities; provided, however, in no event shall Tenant be responsible for ordinary wear and tear,
14 damages due to the age or pre-existing condition of the roof of the Town Facility, or any other
15 damage not due directly or solely as a result of Tenant's use, maintenance, or removal.

16
17 (b) Prior to any alteration or modification to the Small Cell Wireless Facilities
18 (excluding routine maintenance, repairs, the like-kind replacement of the Small Cell Wireless
19 Facilities, non-substantive modifications, or any modifications to the interior of the equipment
20 cabinet or items housed therein), Tenant shall submit copies of the site plan, floor plans, sections,
21 elevations, structural plans, and specifications to Landlord for prior approval. Within thirty (30)
22 days after submittal, Landlord shall give written approval, which approval shall not be
23 unreasonably withheld, delayed, or conditioned, or provide Tenant with its requirements for
24 changes upon completion of the development permit application review and approval process.

25
26 (c) The Leased Premises are a smoke-free environment. Tenant shall not permit any
27 smoking, canvassing, soliciting or peddling on the Leased Premises. Tenant shall not permit
28 dangerous activities on the Leased Premises.

29
30 **3. TERM.**

31
32 (a) The initial Term of this Lease shall be ten (10) years commencing upon the
33 Effective Date.

34
35 (b) This Lease will automatically renew for one (1) additional five (5) year term (the
36 "**Extension Term**") upon the same terms and conditions of this Lease unless the Tenant notifies
37 Landlord in writing of Tenant's intention not to renew this Lease at least sixty (60) days prior to
38 the expiration of the existing Term or any subsequent Extension Term.

39
40 (c) The Initial Term and any Extension Terms are collectively referred to in this
41 Lease as the "**Term.**"

42
43 **4. RENT.**

44
45 (a) Tenant shall pay to Landlord without demand an annual rental in the amount of
46 One Thousand Sixty Five and 00/100 (\$1,065.00) ("**Rent**"), at the address set forth below. The

1 first payment of Rent shall be prorated to the end of the current calendar year, payable to
2 Landlord within ninety (90) days after execution of this Lease. Thereafter, annual Rent payments
3 are due on or before the first (1st) day of January in each subsequent year. Rent shall be payable
4 to Landlord at Town of Breckenridge, P.O. Box 168, Breckenridge, Colorado, Attention: Finance
5 Director.

6
7 (b) Tenant shall pay interest to Landlord on any Rent that is thirty (30) days or more
8 past due at the rate of 10% per annum from the date due until the date such Rent is fully paid.

9
10 (C) The Rent shall increase one percent (1%) annually beginning on January 1 of the
11 second full calendar year after the Effective Date. For avoidance of doubt, the first increase in
12 the Rent shall occur on January 1, 2022, and on the same date of each succeeding year during the
13 Term of this Lease.

14
15 **5. APPROVALS.**

16
17 (a) Landlord agrees that Tenant's ability to use the Leased Premises is contingent
18 upon the suitability of the Leased Premises for Tenant's permitted use and Tenant's ability to
19 obtain and maintain at its sole cost all licenses, permits, approvals, or other permission required
20 of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Leased
21 Premises for their intended purposes, and include, without limitation, applications for
22 zoning/land use approval and construction permits (collectively, the "**Government Approvals**").
23 Landlord authorizes Tenant to prepare, execute, and file any required applications to obtain
24 Government Approvals for Tenant's permitted use under this Lease and further agrees to
25 cooperate with Tenant, at no cost to Landlord, in making such applications for and with
26 obtaining and maintaining the Government Approvals required for the provision of
27 communication services.

28
29 (b) Tenant has the right to obtain a title report or commitment for a leasehold title
30 policy from a title insurance company of its choice and to have the Property surveyed by a
31 surveyor of Tenant's choice, and Tenant shall be responsible for any costs or fees incurred in
32 connection therewith. In the event Tenant determines, in its reasonable discretion, due to the title
33 report results or survey results, that the condition of the Leased Premises will not permit the use
34 granted under this Lease, Tenant will have the right to terminate this Lease upon thirty (30) days'
35 written notice to Landlord.

36
37 **6. TERMINATION.** This Lease may be terminated as follows:

38
39 (a) as provided in Sections 5(b), 11(c), 18(b), 19, 23(q), and 23(r).

40
41 (b) by either Party upon thirty (30) days' prior written notice if the other Party
42 remains in default under Section 15 after the applicable cure periods;

43
44 (c) by Tenant upon thirty (30) days' prior written notice to Landlord if Tenant is
45 unable to obtain, or maintain, any required Government Approval(s) necessary for the
46 construction or operation of the Small Cell Wireless Facilities as now and hereafter intended by

1 Tenant, or if Tenant determines in its reasonable discretion that the cost of obtaining or retaining
2 the same is commercially unreasonable;

3
4 (d) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason;
5 or

6
7 (e) by Landlord upon 365 days' notice if any government body, other than Landlord,
8 passes an ordinance, law, rule, or regulation that would interfere or render impossible
9 performance of this Lease and this Lease cannot be amended to address or resolve the issue
10 presented by the ordinance, law, rule, or regulation.

11
12 Upon lawful termination of this Lease under this Section 6 Tenant shall have ninety (90) days
13 after the effective date of such termination to remove its Small Cell Wireless Facilities and
14 appurtenances from and to surrender the Leased Premises and all interests to the Landlord.

15
16 **7. INSURANCE.**

17
18 (a) During the Term of this Lease, Tenant shall maintain, or cause to be maintained,
19 in full force and effect and at its sole cost and expense, the following types and limits of
20 insurance:

21
22 (i) Worker's compensation insurance meeting applicable statutory
23 requirements and employer's liability insurance with limits of One Hundred Thousand
24 Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00)
25 each disease policy limit, One Hundred Thousand Dollars (\$100,000.00) each disease
26 each employee.

27
28 (ii) Commercial general liability insurance per ISO form CG 00 01 or
29 equivalent with limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the
30 aggregate as the combined single limit for each occurrence of bodily injury, personal
31 injury, and property damage. The policy shall provide contractual liability coverage, and
32 shall include coverage for products and completed operations liability, independent
33 contractor's liability; coverage for property damage from perils of explosion, collapse, or
34 damage to underground utilities, commonly known as XCU coverage.

35
36 (iii) Automobile liability insurance covering all owned, hired, and non-owned
37 vehicles in use by Tenant and its employees and agents, with bodily injury and property
38 damage coverage to comply with the provisions of state law with minimum limits of One
39 Million Five Hundred Thousand Dollars (\$1,500,000.00) as the combined single limit for
40 each accident for bodily injury and property damage.

41
42 (iv) At the start of and during the period of any construction, builders all-risk
43 insurance, together with an installation floater or equivalent property coverage covering
44 cables, materials, machinery, and supplies of any nature whatsoever which are to be used
45 in or incidental to the installation of the Small Cell Wireless Facilities. Upon completion
46 of the installation of the Small Cell Wireless Facilities, Tenant shall substitute for the

1 foregoing insurance policies of fire, extended coverage, and vandalism and malicious
2 mischief insurance on the Small Cell Wireless Facilities. The amount of insurance at all
3 times shall be representative of the insurable values installed or constructed. Tenant will
4 self-insure these risks under the same terms as required in this Agreement.
5

6 (b) All policies other than those for worker's compensation shall be written on an
7 occurrence and not on a claims made basis.
8

9 (c) The coverage amounts set forth above may be met by a combination of
10 underlying and umbrella policies so long as in combination the limits equal those stated.
11

12 (d) All policies, except for worker's compensation policies, shall include Landlord
13 and its officers and employees as additional insureds (herein referred to as the "**Additional**
14 **Insureds**"). Each policy shall be endorsed to include Additional Insureds hereunder with respect
15 to the operations of the named insured as respects this Agreement.
16

17 (e) Certificates of insurance for each insurance policy required to be obtained by
18 Tenant in compliance with this Section 7 shall be filed and maintained with Landlord annually
19 during the Term of the Lease. Tenant shall immediately advise Landlord of any claim or
20 litigation that may result in liability to Landlord.
21

22 Tenant shall provide at least thirty (30) days prior written notice to the Town
23 Manager of cancellation or nonrenewal of any required coverage that is not
24 replaced. Such notice shall be addressed to the Town of Breckenridge at P.O. Box
25 168, Breckenridge, Colorado 80424."
26

27 (f) All insurance required by this Section 7 shall be provided under valid and
28 enforceable policies, insured by insurers eligible to do business by the State of Colorado or
29 surplus line carriers on the State of Colorado Insurance Commissioner's approved list of
30 companies eligible to do business in the State of Colorado. All insurance carriers and surplus line
31 carriers shall be rated A- or better by A.M. Best Company.
32

33 (g) Tenant agrees to indemnify and hold harmless Landlord from and against the
34 payment of any self-insured retention and from the payment of any premium on any insurance
35 policy required to be furnished by this Lease.
36

37 (h) Tenant shall require that each of its contractors and their subcontractors who
38 perform work on the Leased Premises and/or Town Facility carry, in full force and effect,
39 workers' compensation, commercial general liability and automobile liability insurance
40 coverages of the type which Tenant is required to obtain under the terms of this paragraph with
41 appropriate and prudent insurance coverage and limits in accordance with the work to be
42 performed and in line with industry custom and practice.
43

44 (i) Once during each Renewal Term, Landlord may review the insurance coverages
45 to be carried by Tenant. If Landlord reasonably determines that higher limits of coverage are
46 necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall provided at

1 least sixty (60) days prior written notice and shall obtain the additional limits of insurance, at its
2 sole cost and expense.

3
4 **8. INTERFERENCE.**

5
6 (a) Throughout the Term of this Lease if there are other radio frequency user(s) on
7 the Property, Tenant may submit a written request Landlord to provide Tenant with a list of all
8 existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for
9 interference. Upon receipt of such written request, the Landlord (to the best of its abilities) will
10 provide such information to Tenant. Tenant warrants that its use of the Leased Premises will not
11 interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long
12 as the existing radio frequency user(s) operate and continue to operate within their respective
13 frequencies and in accordance with all applicable laws and regulations. Tenant further agrees that
14 it will cooperate with Landlord and with any other radio frequency user(s) Landlord permits to
15 be on the Property by sharing the requisite information to determine what potential interference
16 issues may exist and to take all reasonable steps necessary to avoid such interference.

17
18 (b) During the Term of this Lease Landlord will not grant a lease, license, or any
19 other right to any third party for use of the Property if such use may in any way adversely affect
20 or interfere with the Small Cell Wireless Facilities, the operations of Tenant, or the rights of
21 Tenant under this Lease.

22
23 (c) The Small Cell Wireless Facilities shall be of the type and frequency which will
24 not cause measurable interference, as defined by the Federal Communications Commission, to
25 any currently leased and operating communications equipment of Town, other existing entities
26 on the Property, or adjacent landowners. If the Small Cell Wireless Facilities causes such
27 interference, Tenant shall promptly take all reasonable steps necessary to correct and eliminate
28 the interference.

29
30 (d) Prior to commencing operations of its Small Cell Wireless Facilities pursuant to
31 this Lease, Tenant shall provide written assurance, in a format reasonable and customarily
32 accepted by the federal government, ensuring that the Small Cell Wireless Facilities comply with
33 all federal requirements for RF emissions, and that the Small Cell Wireless Facilities will not
34 cause measurable interference with the equipment located on the Property and/or adjacent
35 property.

36
37 (e) Tenant understands that no use of the Leased Premises and/or Property pursuant
38 to this Lease will be permitted which exceeds federal RF emissions standards within and at the
39 boundaries of the Leased Premises and/or Property. If the cumulative RF emissions levels ever
40 exceed federal standards, all users of the Leased Premises and/or Property that are not public
41 sector entities, including Tenant, will be required to modify operations on a reasonably
42 comparable level, in order to bring the overall RF emissions into compliance.

43
44 (f) Notwithstanding any other provision of this Lease to the contrary, Tenant's
45 activities shall not interfere with the peaceful enjoyment of Landlord's use and operation of the
46 Leased Premises, or endanger the health or safety of Landlord's employees and/or tenants,

1 lessees or licensees, or the general public users of the Town of Breckenridge Welcome Center
2 located on the Property.

3
4 **9. INDEMNIFICATION; DISCLAIMER; ALLOCATION OF RISK**

5
6 (a) Tenant will indemnify and defend Landlord, its officers, employees, insurers, and
7 self-insurance pool from all liability, claims, and demands, on account of injury, loss, or damage,
8 including, without limitation, claims arising from bodily injury, personal injury, sickness,
9 disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of
10 or in any manner connected with this Lease or Tenant's use or possession of the Leased Premises
11 pursuant to this Lease, except to the extent that such liability, claim, or demand arises through
12 the negligence or intentional wrongful act of the Landlord, its officers, employees, or agents, or
13 Landlord's breach of this Lease. If indemnification is required under this Section, Tenant will
14 investigate, handle, respond to, and to provide defense for and defend against, any such liability,
15 claims, or demands at its expense, and bear all other costs and expenses related thereto, including
16 court costs and attorney fees.

17
18 (b) **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR
19 CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS,
20 REVENUE OR SAVINGS, BUSINESS INTERRUPTION, OR ANY SIMILAR CLAIM ARISING FROM THE
21 EITHER PARTY'S BREACH OF THIS LEASE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE
22 POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES NOTWITHSTANDING THE FAILURE
23 OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

24
25 (c) As a material part of the consideration to be received by Landlord under this
26 Lease, Tenant assumes all risk of damage to property or injury to persons in or upon the Leased
27 Premises from any cause other than Landlord's negligence or intentional act.

28
29 **10. WARRANTIES.**

30
31 Tenant and Landlord each acknowledge and represent that it is duly organized, validly
32 existing, and in good standing and has the right, power, and authority to enter into this Lease.

33
34 **11. HAZARDOUS SUBSTANCES.**

35
36 (a) Tenant represents and warrants that its use of the Leased Premises and the Town
37 Facility as authorized herein will not generate any Hazardous Substance, and subject to
38 subsection (d) below, it will not store or dispose on the Leased Premises and/or Town Facility
39 nor transport to or over the Leased Premises and/or Town Facility, any Hazardous Substance.
40 Tenant further represents and warrants that its installation and maintenance of its Small Cell
41 Wireless Facilities will not involve the bringing of any asbestos containing material onto the
42 Property. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against
43 any release of any such Hazardous Substance and any damage, loss, or expense or liability
44 resulting from such release including all attorneys' fees, costs and penalties incurred as a result
45 thereof except any release caused by the negligence or willful misconduct of Landlord, its
46 employees or agents. Landlord shall be responsible for any release of a Hazardous Substance

1 caused by Landlord, including any damage, loss, or expense or liability resulting from such
2 release. “**Hazardous Substance**” shall be interpreted broadly to mean any substance or material
3 defined or designated, or other similar term by any federal, state or local environmental law, rule,
4 or regulation presently in effect or promulgated in the future, as such laws, rules, and regulations
5 may be amended from time to time; and it shall be interpreted to include, but not be limited to,
6 any substance which after release into the environment will or may reasonably be anticipated to
7 cause sickness, death or disease.

8
9 (b) The indemnifications of this Section 11 specifically include reasonable costs,
10 expenses and fees incurred in connection with any investigation of conditions of the Property, or
11 any clean-up, remediation, removal or restoration work required by any governmental authority.

12
13 (c) In the event Tenant becomes aware of any Hazardous Substance on the Property,
14 or any environmental or industrial hygiene condition or matter relating to the Property that, in
15 Tenant’s reasonable determination, renders the condition of the Leased Premises unsuitable for
16 Tenant’s use, or if the leasing or continued leasing of the Leased Premises would expose Tenant
17 to undue risks of government action, intervention, or third-party liability, Tenant will have the
18 right, in addition to any other rights it may have at law or in equity, to terminate the Lease upon
19 notice to Landlord.

20
21 (d) Notwithstanding anything to the contrary herein, Tenant shall have the right to
22 store and use standard quantities of batteries, diesel fuel for backup generators, and any other
23 substances required for the operation of Tenant’s Small Cell Wireless Facilities so long as it does
24 so in full compliance with all applicable laws.

25
26 **12. ACCESS.**

27
28 (a) At all times throughout the Term of this Lease, and at no additional charge to
29 Tenant, Tenant and its employees, agents, and contractors, will have reasonable access, including
30 emergency access, twenty-four (24) hour per day, seven (7) day per week pedestrian and
31 vehicular access to and over the Property to the Leased Premises, for the installation,
32 maintenance and operation of the Small Cell Wireless Facilities and any utilities serving the
33 Leased Premises. All work to the maximum extent possible, however, shall be performed by
34 Tenant on a non-holiday week day from 7:00 am to 10:00 pm. Tenant shall immediately call
35 Landlord at (970) [REDACTED] to report any emergency. If access during an emergency necessitates,
36 in the sole discretion of the Landlord, a need for Landlord’s personnel to access the site to
37 effectuate emergency repairs, Tenant shall be responsible for all costs incurred by the Landlord
38 to facilitate such access. If Landlord makes any such emergency access, Landlord will not be
39 permitted to tamper with any of Tenant’s Facilities, and shall indemnify Tenant from and against
40 any claims for personal injury or property damage that may result out of Landlord’s access.
41 Additionally, upon Landlord’s request, Tenant shall provide Landlord with entry logs with
42 information describing all vendor, contractor, and/or Tenant technician activity on the leased
43 premises of the Town Facility. Entry logs shall include at a minimum, the date and time the
44 technician arrived, the name of technician performing the work, a description of work
45 performed, and the time the technician left the Leased Premises. Landlord grants to Tenant a
46 license for such access and Landlord agrees to provide to Tenant such codes, keys, and other

1 instruments necessary for such access at no additional cost to Tenant. In the event any public
2 utility is unable to use the access provided to Tenant then the Landlord agrees to work with
3 Tenant to identify and grant additional access in a location acceptable to both Parties either to
4 Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.
5

6 (b) Tenant acknowledges that it is familiar with the condition of the Leased Premises.
7 The Leased Premises are leased by Landlord to Tenant, and accepted by Tenant, in “AS IS”
8 condition. Tenant’s act of taking possession of the Leased Premises pursuant to this Lease is
9 conclusive evidence that Tenant accepted the Leased Premises in then “AS IS” condition, and
10 that the Leased Premises were in satisfactory condition and working order at the time of
11 commencement of Tenant’s possession.
12

13 (c) Landlord does not represent that the Property, the Town Facility or the Leased
14 Premises are safe from the theft of, or injury or damage to Tenant or Tenant’s property. Landlord
15 does not represent that locks or security services or equipment, if any, are provided to protect
16 Tenant’s safety, property, or the Leased Premises. Tenant is solely responsible for the security of
17 the Leased Premises and its personal property on the Leased Premises. Tenant shall make good
18 faith efforts to monitor and control the conduct of its staff and agents while on the Leased
19 Premises.
20

21 **13. REMOVAL/RESTORATION.** All portions of the Small Cell Wireless Facilities
22 brought onto the Leased Premises by Tenant will be and will remain Tenant’s personal property
23 and, at Tenant’s option, may be removed by Tenant at any time during the Term. Landlord
24 covenants and agrees that no part of the Small Cell Wireless Facilities constructed, erected, or
25 placed on the Leased Premises by Tenant will become, or be considered as being affixed to or a
26 part of, the Property, it being the specific intention of the Landlord that all improvements of
27 every kind and nature constructed, erected or placed by Tenant on the Leased Premises will be
28 and remain the property of the Tenant and may be removed by Tenant at any time during the
29 Term. Within ninety (90) days of the expiration or termination of this Lease for any reason,
30 Tenant will remove all of Tenant’s improvements and Tenant will restore the Leased Premises to
31 its condition at the commencement of the Lease, reasonable wear and tear and loss by casualty or
32 other causes beyond Tenant’s control excepted. Any property not removed within ninety (90)
33 days shall be deemed abandoned and may be disposed of by Landlord in its sole and absolute
34 discretion and without any liability to Tenant.
35

36 **14. MAINTENANCE/UTILITIES.**

37
38 (a) Tenant will, at its sole expense, keep and maintain the Leased Premises in as good
39 and sanitary a condition and state of repair as existed at the commencement of the Term.
40

41 (b) Landlord will, at its sole expense, maintain and repair the Property and access
42 thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from
43 the elements.
44

1 (c) Notwithstanding any other provision to the contrary, Landlord may, at Landlord's
2 sole discretion, inspect and protect the Property and make alterations, renovations, restorations,
3 repairs, and or improvements to the Property.
4

5 (d) Tenant's installation of the Small Cell Wireless Facilities shall not interfere with
6 Landlord's maintenance and repairs to Landlord's Town Facility components near or adjacent to
7 Tenant's installation.
8

9 (e) Except for emergencies and where practical, Landlord will notify Tenant at least
10 ninety (90) days in advance of the date when the roof of the Town Facility is scheduled for
11 maintenance or repairs. If deemed necessary, prior to a maintenance or repair date, Tenant, at its
12 sole expense, must relocate Tenant's Facilities on the Leased Premises to another location on the
13 Property at the City's cost, provided Tenant's use of the Property is not interrupted or diminished
14 during the relocation. Once the maintenance is finished, the Tenant, at its sole expense, shall then
15 replace the Small Cell Wireless Facilities at the same or comparable location.
16

17 (f) Because Xcel Energy will only permit one (1) electric meter to be installed on the
18 Town Facility, the Landlord shall allow Tenant to connect Tenant's equipment to the electricity
19 at the Town Facility; provided, however, that Landlord must approve how the Tenant connects to
20 the electricity at the Town Facility. Within thirty (30) days of the Effective Date of this Lease,
21 Tenant shall, in good faith, estimate the reasonably anticipated power usage for its Small Cell
22 Wireless Facilities at the Town Facility, and provide such estimate to the Landlord. Such
23 estimate shall be used by Landlord to calculate Tenant's fair and equitable share of the total
24 power usage for the Town Facility. Such calculation may be updated by Landlord from time to
25 time throughout the Term of this Lease to more accurately reflect Tenant's actual use of the
26 electricity at the Town Facility. Annually Landlord shall invoice Tenant for Tenant's fair and
27 equitable share of the total power usage for the Town Facility as determined pursuant to this
28 subsection 14(f). Tenant shall pay Landlord's invoice within sixty (60) days of receipt; provided,
29 however, that if the Tenant disputes any portion of the invoice the Tenant shall pay the
30 undisputed portion of the invoice within such sixty (60) day period, and the Parties shall then
31 promptly meet and confer for the purposes of attempting to resolve Tenant's concerns with the
32 invoice. Tenant's share of the electricity at the Town Facility shall be deemed to be additional
33 rent.
34

35 **15. DEFAULT AND RIGHT TO CURE.** 36

37 (a) The following will be deemed a default by Tenant and a breach of this Lease: (i)
38 non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of
39 written notice from Landlord of such failure to pay; (ii) Tenant's failure to perform any other
40 term or condition under this Lease within forty-five (45) days after receipt of written notice from
41 Landlord specifying the failure; or (iii) if Tenant is adjudicated as bankrupt, makes any
42 assignment for the benefit of creditors, or if Tenant becomes insolvent. No such failure,
43 however, except for payment of Rent, will be deemed to exist if Tenant has commenced to cure
44 such default within such period and provided that such efforts are prosecuted to completion with
45 reasonable diligence. If Tenant remains in default beyond any applicable cure period, Landlord

1 will have the right to exercise any and all rights and remedies available to it under law and
2 equity.

3
4 (b) The following will be deemed a default by Landlord and a breach of this Lease:
5 (i) Landlord's failure to provide access to Leased Premises within twenty-four (24) hours after
6 written notice of such default; or (ii) Landlord's failure to perform any term, condition, or breach
7 of any warranty or covenant under this Lease within forty-five (45) days after receipt of written
8 notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if
9 Landlord has commenced to cure the default within such period and provided such efforts are
10 prosecuted to completion with reasonable diligence. If Landlord remains in default beyond any
11 applicable cure period, Tenant will have the right to exercise any and all rights available to it
12 under law and equity, including the right to cure Landlord's default and to deduct the costs of
13 such cure from any monies due to Landlord by Tenant.

14
15 (c) Neither Party shall be liable for its inability to perform its obligations under this
16 Lease if caused by conditions beyond its reasonable control, including, but not limited to, strikes,
17 boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy,
18 terrorism, pandemics, acts of superior governmental authority, weather conditions, floods, riots,
19 rebellion, sabotage, or any other circumstance for which such Party is not responsible or which is
20 not in its power to control. If either Party believes that a reason beyond its control has prevented
21 or delayed its compliance with the terms of this Lease, that Party shall provide documentation as
22 reasonably required by the other Party to substantiate the claim. If the Party has not yet cured the
23 deficiency, it shall also provide the other Party with its proposed plan for remediation, including
24 the timing for such cure. Notwithstanding anything contained herein to the contrary, economic
25 hardship or unavailability of funds shall not constitute a valid reason for invoking this Section
26 15(c).

27
28 **16. ASSIGNMENT.**

29
30 (a) Tenant may not assign, sublet, or otherwise transfer any portion of its interest in this
31 Lease, or to the Small Cell Wireless Facilities, by operation of law or otherwise, without the
32 prior written consent of Landlord, which may be withheld in Landlord's sole and absolute
33 discretion. A violation of this Section 16 is null and void and unenforceable against Landlord.
34 Notwithstanding the immediately preceding sentences, Tenant may assign its interest under this
35 Lease and to the Small Cell Wireless Facilities without Landlord's consent but upon at least
36 thirty (30) days' prior written notice to Landlord to: (a) one or more entities which shall control,
37 be controlled by, or be under common control with, Tenant, or (b) or to any entity which
38 acquires all or substantially all of Tenant's stock or assets in the market defined by the Federal
39 Communications Commission in which the Property is located. Upon the assignee's assumption
40 of all of Tenant's obligations under this Lease, Tenant shall be relieved of all obligations and
41 liabilities arising out of the Lease after the date of any such transfer.

42
43 (b) Effective immediately upon transfer by Landlord of Landlord's interest in the Town
44 Facility, Landlord shall be released from all obligations and liabilities arising out of this Lease.
45

1 (c) The Parties hereby expressly agree and acknowledge that it is the intention of both
2 Parties that in the event that during the Term of this Lease, Tenant shall become a debtor in any
3 voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States
4 Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), for the purposes of proceeding under the
5 Code, this Lease shall be treated as an unexpired lease of nonresidential real property under
6 Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject
7 to the provisions of subsections (d)(3) and (d)(4) of said Section 365. Any person or entity to
8 which this Lease is assigned pursuant to the provisions of the Code, shall be deemed without
9 further act to have assumed all of the obligations of the Tenant arising under this Lease both
10 before and after the date of such assignment. Any such assignee shall upon demand execute and
11 deliver to the Landlord an instrument confirming such assumption. Any monies or other
12 considerations payable or otherwise to be delivered in connection with such assignment shall be
13 paid to the Landlord, shall be the exclusive property of the Landlord, and shall not constitute
14 property of the Tenant or of the estate of the Tenant within the meaning of the Code. Any monies
15 or other considerations constituting the Landlord's property under the preceding sentence not
16 paid or delivered to the Landlord shall be held in trust for the benefit of the Landlord and be
17 promptly paid to the Landlord.

18
19 **17. NOTICES.** All notices required or permitted under this Lease must be given by registered
20 or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier
21 delivery, or by telecopies, directed as follows:

22
23 If intended for Landlord to:

24
25 Town of Breckenridge
26 P.O. Box 168
27 150 Ski Hill Road
28 Breckenridge, Colorado 80424
29 Attn: Town Manager
30 Telecopier number: (970)547-3104
31 Telephone number: (970)453-2251

32
33 If intended for Tenant to:

34
35 New Cingular Wireless PCS, LLC; ATTN: TAG-LA: Re: FA# _____
36 Site ID: _____(State)
37 575 Morosgo Drive NE
38 Atlanta, Georgia 30324
39 Telecopier number: _____
40 Telephone number: _____

41
42 With a copy to:

43
44 AT&T Legal Department
45 New Cingular Wireless PCS, LLC; ATTN: AT&T Legal Department-Network Operations
46 Re: FA# _____, Site ID: _____(State)

1 208 S. Akard Street, Dallas Texas 75202-4206
2 Telecopier number:
3 Telephone number:

4
5 All notices, requests and demands hereunder will be given by first class certified or registered
6 mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid,
7 to be effective when properly sent and received, refused or returned undelivered. Either Party,
8 by notice given as provided above, may change the address to which future notices may be sent.
9 The provisions of this Section 17 do not apply to any notice or demand that is required to be
10 served in a particular manner by applicable law; and any such notice or demand will be served as
11 required by law notwithstanding the provisions of this Section 17. E-mail is not a valid way to
12 give notice under this Lease; provided, however that e-mail may be used to provide a copy of
13 any notice.

14
15 **18. CONDEMNATION AND EMINENT DOMAIN.**

16
17 (a) If Landlord receives notification of any condemnation proceedings affecting the
18 Property, Landlord will provide notice of the proceeding to Tenant within ten (10) days.

19
20 (b) If a condemning authority takes all of the Property, or a portion sufficient, in
21 Tenant's reasonable determination, to render the Leased Premises unsuitable for Tenant's use,
22 this Lease will terminate as of the date the title vests in the condemning authority.

23
24 (b) Any compensation or damages paid by a condemning authority will be divided
25 between the Landlord and Tenant as follows:

26
27 (i) Tenant is entitled to that portion of the compensation or damages that
28 represents the amount of Tenant's moving expenses, business dislocation
29 damages, Tenant's personal property and fixtures, and the unamortized costs of
30 leasehold improvements paid for by Tenant; and

31
32 (ii) the balance of such compensation or damages belongs to the Landlord.

33
34 **19. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the
35 Property as soon as possible, and in event later than five (5) days of the casualty if the casualty is
36 not caused by Tenant, its employees, agents or contractors, and if such casualty renders the
37 Leased Premises unsuitable for Tenant's operations. If any part of the Small Cell Wireless
38 Facilities or Property is damaged by fire or other casualty so as to render the Leased Premises
39 unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Lease by
40 providing written notice to the Landlord, which termination will be effective as of the date of
41 such damage or destruction so long as such damage is not caused by Tenant, its employees,
42 agents or independent contractors. Upon such termination, Tenant will be entitled to collect all
43 insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid
44 Rent on a prorata basis. Tenant shall have no other claims against Landlord for any loss by fire,
45 the elements or other cause, except as specifically provided herein. If notice of termination is
46 given, or if Landlord or Tenant undertake to rebuild the Small Cell Wireless Facilities, Landlord

1 agrees to use its reasonable efforts to permit Tenant to place temporary transmission and
2 reception Facilities on the Property at no additional Rent until such time as Tenant is able to
3 activate a replacement transmission facility at another location or the reconstruction of the Small
4 Cell Wireless Facilities are completed.

5
6 **20. WAIVER OF LANDLORD'S LIENS.** Landlord waives all lien rights it may have,
7 statutory or otherwise, concerning the Small Cell Wireless Facilities or any portion thereof. The
8 Small Cell Wireless Facilities shall be deemed personal property for purposes of this Lease,
9 regardless of whether any portion is deemed real or personal property under applicable law, and
10 Landlord consents to Tenant's right to remove all or any portion of the Small Cell Wireless
11 Facilities from time to time in Tenant's sole discretion and without Landlord's consent.

12
13 **21. MECHANICS' AND MATERIALMANS' LIENS.** Tenant shall not permit any
14 mechanics' or material's liens to be filed against the Leased Premises, Town Facility, or the
15 Property by reason of work, labor, services, or materials performed or furnished to or for the
16 benefit of Tenant, its transferees, successors, or assigns. If any such lien is filed, Tenant may
17 contest the same in good faith, but notwithstanding contest, Tenant shall, within thirty (30) days
18 after the filing thereof, cause such lien to be released of record by payment, bond, entry of an
19 order of court of competent jurisdiction, or otherwise.

20
21 **22. TAXES.**

22
23 (a) Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by
24 Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy
25 and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable
26 possessory interest" pursuant to Section 39-1-103(17)(a), C.R.S.

27
28 (b) Tenant will pay all taxes lawfully assessed arising from its occupancy and use of
29 the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord
30 from any such taxes. Tenant will pay all taxes in a timely manner. Upon Landlord's written
31 request Tenant will provide to Landlord a copy of the receipt(s) or cancelled check(s) showing
32 payment of the taxes. Tenant may pay any taxes in installments if permitted by law.

33
34 (c) If Tenant is liable for the payment of any taxes arising from Tenant's occupancy
35 and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest
36 such taxes by the commencement and prosecution, in good faith and with due diligence, of
37 appropriate legal proceedings. Tenant will make timely payment of such taxes if Tenant loses the
38 contest. Tenant will advise Landlord prior to instituting any such contest and will as a condition
39 of exercising such right provide Landlord such reasonable assurance as it may request that such
40 contest will be in compliance with the provisions of this Section 22. Landlord, at Tenant's sole
41 cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the
42 contest; and will execute and deliver such documents and instruments as may be necessary or
43 appropriate for prosecuting an effective contest.

44
45 **23. MISCELLANEOUS.**

1 (a) **Amendment/Waiver.** This Lease cannot be amended, modified or revised unless
2 done in writing and signed by an authorized agent of the Landlord and an authorized agent of the
3 Tenant. No provision may be waived except in a writing signed by both Parties. Landlord’s
4 expressed or implied assent to Tenant’s breach of this Lease is not a waiver of any other breach.
5

6 (b) **Bind and Benefit.** The terms and conditions contained in this Lease will run with
7 the Property and bind and inure to the benefit of the Parties, their respective heirs, executors,
8 administrators, successors and assigns.
9

10 (c) **Third Party Rights.** This Lease does not create a standard of care for Landlord
11 and does not enlarge Landlord’s duties under any applicable law, regulation or ordinance. This
12 Lease is for the sole benefit of and binds the Parties, their successors and assigns. This Lease
13 affords no claim, benefit, or right of action to any third party. Any party besides Landlord or
14 Tenant receiving services or benefits under this Lease is only an incidental beneficiary.
15

16 (d) **Entire Lease.** This Lease and the exhibits attached hereto, all being a part hereof,
17 constitute the entire agreement of the Parties hereto and will supersede all prior offers,
18 negotiations and agreements with respect to the subject matter of this Lease.
19

20 (e) **Governing Laws; Venue; Waiver of Jury Trial.** The laws of the State of
21 Colorado (without regard to its conflict of laws principles) will govern the enforcement,
22 interpretation, or construction of this Lease. Any litigation brought to interpret or enforce this
23 Lease must be commenced in the state courts of Summit County, Colorado. **BOTH PARTIES**
24 **WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET, OR CONSTRUE THIS**
25 **LEASE.**
26

27 (f) **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party
28 to this Lease concerning the enforcement, interpretation, or construction of this Lease, the
29 prevailing Party, either at trial or upon appeal, is entitled to reasonable attorney’s fees, as well as
30 costs, including expert witness’ fees, incurred in the prosecution or defense of such action.
31

32 (g) **Interpretation.** Unless otherwise specified, the following rules of construction
33 and interpretation apply: (i) captions are for convenience and reference only and in no way
34 define or limit the construction of the terms and conditions hereof; (ii) use of the term
35 “including” will be interpreted to mean “including, without limitation”; (iii) whenever a Party’s
36 consent is required under this Lease, except as otherwise stated in the Lease or as same may be
37 duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits
38 are an integral part of the Lease and are incorporated by reference into this Lease; (v) use of the
39 terms “termination” or “expiration” are interchangeable; (vi) use of the terms “shall” and “will”
40 are interchangeable; (vii) this Lease shall not be construed against either Party by virtue of such
41 Party having drafted this Lease. and (viii) reference to a default will take into consideration any
42 applicable notice, grace and cure periods.
43

44 (h) **Estoppel.** Either Party will, at any time upon twenty (20) business days prior
45 written notice from the other, execute, acknowledge and deliver to the other a statement in
46 writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified,

1 stating the nature of such modification and certifying this Lease, as so modified, is in full force
2 and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii)
3 acknowledging that there are not, to such Party's knowledge, any uncured defaults on the part of
4 the other Party hereunder, or specifying such defaults if any are claimed. Any such statement
5 may be conclusively relied upon by any prospective purchaser or encumbrancer of the Property.
6

7 (i) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its
8 equivalent, upon execution of this Lease and at such other times as may be reasonably requested
9 by Tenant.

10
11 (j) **Survival of Indemnity Obligations.** All of the Tenant's indemnity obligations
12 under this Lease shall survive the expiration or termination of this Lease.
13

14 (k) **No Waste or Nuisance.** Tenant will not commit or permit to be committed upon
15 the Leased Premises: (i) any waste; or (ii) any public or private nuisance; or (iii) any other act or
16 thing prohibited by law.
17

18 (l) **Governmental Immunity.** The Landlord is relying on, and does not waive or
19 intend to waive by any provision of this Lease, the monetary limitations (presently \$387,000 per
20 person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided
21 by the Colorado Governmental Immunity Act, Article 10 of Title 24, C.R.S., as from time to
22 time amended, or any other limitation, right, immunity or protection otherwise available to
23 Landlord, its officers, or its employees.
24

25 (m) **Authority.** The individuals executing this Lease represent and warrant that he or
26 she has all requisite power and authority to bind the Party for whom they have signed to fully
27 perform its obligations under this Lease.
28

29 (n) **If Lease Is Recorded.** If this Lease is recorded with the Clerk and Recorder of
30 Summit County, Colorado, Tenant agrees that upon the expiration or termination of this Lease
31 for any reason if will, within thirty (30) days of Landlord's written request, execute and deliver
32 to Landlord written confirmation, in a form suitable for recording, that this Lease has expired or
33 been terminated. .
34

35 (o) **Time of Essence.** Time is of the essence of this Lease.
36

37 (p) **No Partnership.** Landlord is not a partner, associate, or joint venturer of the
38 Tenant in the conduct of Tenant's business at the Leased Premises.
39

40 (q) **Annual Appropriation.** Notwithstanding anything herein contained to the
41 contrary, the Landlord's financial obligations under this Lease are subject to an annual
42 appropriation being made by the Town Council of the Town of Breckenridge, Colorado in an
43 amount sufficient to allow Landlord to perform its obligations hereunder. If sufficient funds are
44 not appropriated, this Lease may be terminated by either Party without penalty. The Landlord's
45 obligations hereunder do not constitute a general obligation indebtedness or multiple year direct

1 or indirect debt or other financial obligation whatsoever within the meaning of the Constitution
2 or laws of the State of Colorado.

3
4 (r) **Severability.** If any Term or condition of this Lease is found unenforceable, the
5 remaining terms and conditions will remain binding upon the Parties as though said
6 unenforceable provision were not contained herein. However, if the invalid, illegal or
7 unenforceable provision materially affects this Lease then the Lease may be terminated by either
8 Party on ten (10) business days prior written notice to the other Party hereto.

9
10 (s) **Counterparts.** This Lease may be executed in two (2) or more counterparts, all of
11 which shall be considered on and the same agreement and shall become effective when one or
12 more counterparts have been signed by each of the Parties. It being understood that all Parties
13 need not sign the same counterpart.

14
15 **IN WITNESS WHEREOF**, the Parties have executed this Lease as of the date of the last
16 signature below.

17
18
19
20 **[SIGNATURE PAGE FOLLOWS]**
21

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LANDLORD

Town of Breckenridge, Colorado

DATE: _____

By: _____

Name: Rick G. Holman
Its: Town Manager

TENANT

**New Cingular Wireless PCS, LLC,
a Delaware limited liability company**

DATE: _____

By: _____

Name: _____

Its: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Property Address: 203 South Main Street, Breckenridge, CO 80424

The Property is described as follows:

A PORTION OF LOT 4, BLOCK 7 OF THE STILES ADDITION TO THE TOWN OF BRECKENRIDGE, ALSO KNOWN AS THE SILVERTHORN PLACER M.S. 5537, SECTION 31, TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN, SITUATED IN THE TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT AND STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 7 OF SAID SILVERTHORN PLACER AND RUNNING SOUTH 80 DEGREES 01 MINUTES 00 SECONDS WEST 217.50 FEET;

THENCE NORTH 14 DEGREES 30 MINUTES 00 SECONDS WEST 1009.40 FEET ALONG THE WESTERLY RIGHT OF WAY OF MAIN STREET TO A POINT, WHICH POINT IS, IN FACT, THE TRUE POINT OF BEGINNING,

THENCE SOUTH 75 DEGREES 30 MINUTES 00 SECONDS WEST 149.00 FEET,

THENCE NORTH 14 DEGREES 30 MINUTES 00 SECONDS WEST 25.00 FEET,

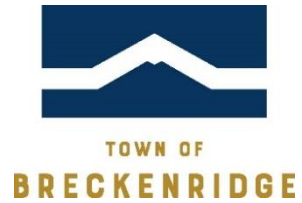
THENCE NORTH 75 DEGREES 30 MINUTES 00 SECONDS EAST 149.00 FEET,

THENCE SOUTH 14 DEGREES 30 MINUTES 00 SECONDS EAST 25.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

**Description Of Leased Premises, With Drawings And
Description/Location Of Tenant Small Cell Wireless Facilities And Related Utility
Easements**

[TO BE PREPARED AND INSERTED]



Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 08/17/20
Subject: Resolution Amending Town Master Plan re: Transit Plan

Enclosed with this memo is the resolution amending the Town's Master Plan to incorporate the new Transit Plan. This is the companion to the Correlative Document Ordinance that is scheduled for second reading on August 25th.

Please note that the new Transit Plan, which is Exhibit "A" to the resolution, has not been included. As you will recall, the document is lengthy. If you want to review it was included with Jennifer Pullen's memo in the agenda packet for the July 28th worksession. Here is a link to access the new Transit Plan:
<https://www.townofbreckenridge.com/home/showdocument?id=18908>

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

1 ***FOR WORKSESSION/ADOPTION – AUG. 25***

2
3 RESOLUTION NO. _____

4
5 SERIES 2020

6
7 A RESOLUTION AMENDING THE TOWN OF BRECKENRIDGE MASTER PLAN
8 TO INCLUDE THE “BRECKENRIDGE FREE RIDE TRANSIT PLAN (JULY 2020)”
9 AS A PART THEREOF

10
11 WHEREAS, the Town of Breckenridge has previously adopted the Town of
12 Breckenridge Comprehensive Plan, Dated March 25, 2008, as the master plan for the
13 physical development of the Town (“Master Plan”); and

14
15 WHEREAS, Section 9-4-1 of the Breckenridge Town Code provides that as the
16 work of making the whole Town Master Plan progresses, the Town Council may, from
17 time to time, adopt additional parts of the Town Master Plan in accordance with the
18 procedures set forth in Section 9-4-4 of the Breckenridge Town Code; and

19
20 WHEREAS, the “Breckenridge Free Ride Transit Plan (July 2020)”, has been
21 prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated
22 herein by reference; and

23
24 WHEREAS, the Town Council has reviewed the proposed “Breckenridge Free
25 Ride Transit Plan (July 2020)” and is familiar with its contents; and

26
27 WHEREAS, pursuant to Section 9-4-3 of the Breckenridge Town Code the
28 proposed incorporation of the “Breckenridge Free Ride Transit Plan (July 2020)” into the
29 Town’s Master Plan has been referred to the Town of Breckenridge Planning
30 Commission; and

31
32 WHEREAS, the Town Council has received the favorable written
33 recommendation of the Planning Commission with respect to the proposed incorporation
34 of the “Breckenridge Free Ride Transit Plan (July 2020)” into the Town’s Master Plan;
35 and

36
37 WHEREAS, Section 9-4-4 of the Breckenridge Town Code requires that a public
38 hearing be held by the Town Council prior to its consideration of a resolution to amend
39 the Town Master Plan; and

40
41 WHEREAS, a public hearing on the proposed amendment to the Town Master
42 Plan was held on August 25, 2020, notice of which was published one time in a
43 newspaper of general circulation in the Town as required by Section 9-4-4 of the
44 Breckenridge Town Code; and

1 WHEREAS, notice of the public hearing on the proposed amendment to the Town
2 Master Plan was provided to the Board of County Commissioners and neighboring
3 jurisdictions as required by Section 9-4-4-1 of Breckenridge Town Code and Section 24-
4 32-3209(2)(a), C.R.S.; and

5
6 WHEREAS, at the public hearing the Town Council received public comment
7 concerning the proposed amendment to the Town Master Plan; and

8
9 WHEREAS, the Town Council has considered the public comment concerning
10 the proposed amendment to the Town Master Plan which was received at the public
11 hearing; and

12
13 WHEREAS, the Town Council finds and determines that the Town Master Plan
14 should be amended to incorporate the “Breckenridge Free Ride Transit Plan (July 2020)”
15 as a part thereof.

16
17 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
18 OF BRECKENRIDGE, COLORADO, as follows:

19
20 Section 1. The Town of Breckenridge Comprehensive Plan, Dated March 25,
21 2008, adopted March 25, 2008 by Resolution No. 11, Series 2008, is hereby amended by
22 the inclusion of the “Breckenridge Free Ride Transit Plan (July 2020)” (**Exhibit “A”**
23 hereto) as a part thereof.

24
25 Section 2. Pursuant to Section 9-4-4 of the Breckenridge Town Code, an attested
26 copy of this resolution amending the Town’s Master Plan shall be certified by the Town
27 Clerk to the Board of County Commissioners of Summit County.

28
29 Section 3. This resolution shall become effective upon its adoption.

30
31 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2020.

32
33 TOWN OF BRECKENRIDGE, a Colorado
34 municipal corporation

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

1 ATTEST:

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6 _____
7 Helen Cospolich, CMC,
8 Town Clerk

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10

APPROVED IN FORM

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15 _____ date
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500-269\2020\Town Council Resolution re Transit Plan (08-12-20)



Memo

To: Breckenridge Town Council Members
From: Nichole Rex, Housing Planner II
Date: 8/19/2020 (for August 25th meeting)
Subject: A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE COLORADO DIVISION OF HOUSING

The Town and Gorman & Company LLC have drafted a Community Development Block Grant (CDBG) application to submit to the Colorado Division of Housing. The CDBG application is requesting \$960,000 in funding for the Alta Verde housing development. If awarded, the \$960,000 will be granted to the Town of Breckenridge, and those dollars will be allocated by the Town as a loan to Gorman/Alta Verde, LLC for the development of Alta Verde. This loan to Gorman/Alta Verde, LLC will be paid back to the Town when either cash flow to the project is available, at the time when the project refinances (usually between 12 and 15 years), or 40 years from the project closing date (currently set for March 2021). The most likely scenario is that the Town will be paid \$960,000 at the time of refinance in 12-15 years. Once paid back, the \$960,000 will be available in the Town's Housing Fund and can be utilized for a CDBG eligible activity. CDBG funds are intended to provide housing, suitable living environments, and economic opportunities, principally for low and moderate-income persons through rehabilitation and preservation, economic/job development, and public facilities improvements. The purpose of this Resolution is to approve the submission of a grant application to the Colorado Division of Housing.

Staff looks forward to discussing this with the Council and will be available during the August 25th worksession to answer questions.

FOR WORKSESSION/ADOPTION – AUG. 25

RESOLUTION NO. _____

SERIES 2020

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE COLORADO DIVISION OF HOUSING (Alta Verde Housing Development)

WHEREAS, the Town of Breckenridge has a contract with Gorman & Company LLC to develop an affordable workforce housing project on a Town-owned parcel of land, which project is commonly referred to as the “Alta Verde Housing Development”; and

WHEREAS, the Town desires to obtain a Community Development Block Grant of \$960,000 from the Colorado Division of Housing to assist with the development of infrastructure and affordable workforce housing for the “Alta Verde Housing Development”; and

WHEREAS, it is necessary for there to be filed an “Application For Colorado Division of Housing Loan/Grant” for submission to the Colorado Division of Housing (“Grant Application”); and

WHEREAS, the Town Council finds and determines that it would be in the best interest of the Town and its residents for the Grant Application to be submitted to the Colorado Division of Housing.

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

Section 1. The Town Manager is hereby authorized, empowered, and directed to execute and submit the required Grant Application to the Colorado Division of Housing on behalf of the Town of Breckenridge.

Section 2. All action taken by the Town staff prior to the adoption of this resolution concerning the approved Grant Application is hereby ratified and approved.

Section 3. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED THIS _____ DAY OF _____,
2020.

TOWN OF BRECKENRIDGE

By _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney date



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: August 19, 2020
Subject: Planning Commission Decisions of the August 18, 2020 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, August 18, 2020:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Atrium/Chaperral Condo Exterior Remodel, 530 S. French Street, PL-2020-0272

A proposal for a major exterior remodel to include new exterior entries and roof forms, new siding and trim, new windows and doors, new railings and decking, and a new roof. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER:



Atrium/Chaparral Condo
Exterior Remodel, 530 S.
French Street



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 p.m. by Chair Gerard. The meeting was a virtual electronic meeting through the Zoom platform, as a result of the COVID-19 crisis.

ROLL CALL

Christie Mathews-Leidal	Jim Lamb	Ron Schuman	Jay Beckerman
Mike Giller	Steve Gerard	Lowell Moore	

APPROVAL OF MINUTES

Mr. Truckey: The Town Council recommended clarification be made regarding the Walkable Main Street Program ending at the end of September.

Mr. Gerard: Page 4, I made a comment which is listed at bottom of page, should be changed to “the difference in terminology”.

With the above mentioned changes, the August 4, 2020 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the August 18, 2020 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

CONSENT CALENDAR:

1. Atrium/Chaperral Condo Exterior Remodel (LS), 530 S. French Street, PL-2020-0272

Ms. Leidal: I noticed that there are some improvements in the French Street ROW. Is there an Encroachment License Agreement (ELA) on file? (Mr. Sponable: Yes, there is reference in the property file to a previously executed ELA.) Condition #3: August 26

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

OTHER MATTERS:

1. Town Council Update (Memo Only)
2. Class D Majors Q2 2020 (Memo Only)
3. Class C Subdivisions Q2 2020 (Memo Only)

Mr. Truckey: The Council discussed the July, 2022 Dark Sky conformance date on first reading. Fifteen year conformance period put in place where all existing condos, etc. must replace their lighting fixtures. Council was approached by some homeowners and an HOA who argued it was not necessary to change out lighting, that it would just create unnecessary trash in the landfill and that the existing light fixtures are working fine. Council pushed conformance date out to 2025. Also clarified that you don't have to replace light fixture, you do have the option to retrofit with inserted shield—that clarification was put into the Code.

Transit Master Plan a correlative document to development code and adopted as part of master plan.

Got reports from BTO that lodging occupancy June through August down 17% from last year. Relative success given the COVID environment. July down 6%. August may surpass

last year.

Council is having a special meeting tomorrow meeting at 7:30 am. Want to talk about a couple things. Continue to talk about COVID and what it means for fall and winter. Done survey with businesses etc. to see what can be done to help them out this winter. Additional requirements for winter with snow load, heating, etc., should outdoor tents be proposed. Fire Dept. and Building Division will be involved.

The Council will also be discussing a letter of intent with David O'Neill's group to construct an 18 unit project on south end of Rec Center. Micro units 250 sq. ft. in size. Will be coming to PC for a Work Session in September. (Mr. Gerard: Will this take any of the ball diamond) No.

Mr. Giller: Is dark sky conformance required for exterior rehabs? (Mr. Truckey: Yes.) Is there a threshold for that? (Mr. Kulick: Yes.) Mr. Sponable clarified that the consent agenda item was fully coming into conformance since it was a complete exterior remodel.

Mr. Gerard: Is Val D' Isere coming into conformance?

Mr. Schuman: The trigger was low enough that it just had to comply with what was being addressed with the renovation. Dark sky fixtures on front entry and back stairwell and everything else stayed the way it was. (Mr. Kulick: Just making stairs compliant to building code and not changing architecture so was in lower threshold).

Mr. Gerard: I have been telling homeowners in Highlands Park to have lights changed by 2022 and quite frankly I am disappointed with the decision to further the compliance date—it is not costly to do this. Mr. Moore agreed.

ADJOURNMENT:

The meeting was adjourned at 5:50 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.

August 2020

Tuesday, August 25, 2020	3:00 pm / 7:00 pm	Virtual	Second Meeting of the Month
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September 2020

September 3rd, 2020	Great Rubber Duck Race	Virtual - 6:00pm
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Tuesday, September 8, 2020	3:00 pm / 7:00 pm	Virtual	First Meeting of the Month
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September 17th - 20th, 2020	Breck Film Festival	All Day
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Tuesday, September 22, 2020	3:00 pm / 7:00 pm	Virtual	Second Meeting of the Month
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September 25th - 27th, 2020	Oktober-FEAST	All Day
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October 2020

October 2nd - 4th, 2020	Oktober-FEAST	All Day
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Tuesday, October 13th, 2020	3:00 pm / 7:00 pm	Virtual	First Meeting of the Month
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Tuesday, October 27th, 2020	3:00 pm / 7:00 pm	Virtual	Second Meeting of the Month
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Other Meetings

August 24th, 2020	Open Space & Trails Meeting	5:30pm
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August 25th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
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August 26th, 2020	Summit Stage Transit Board Meeting	8:15am
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	Summit Combined Housing Authority	9:00am
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August 27th, 2020	Breckenridge Tourism Office Board Meeting	8:30am
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	RW&B Board Meeting	3:00pm
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September 1st, 2020	Board of County Commissioners Meeting	9:00am
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	Planning Commission Meeting	5:30pm
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September 2nd, 2020	Police Advisory Committee	7:30am
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	Breckenridge Events Committee	9:00am
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	Childcare Advisory Committee	3:00pm
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September 8th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
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	Workforce Housing Committee	1:30pm
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September 9th, 2020	Breckenridge Heritage Alliance	Noon
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September 10th, 2020	Upper Blue Sanitation District	5:30pm
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September 15th, 2020	Board of County Commissioners Meeting	9:00am
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	Liquor & Marijuana Licensing Authority	9:00am
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	Planning Commission Meeting	5:30pm
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September 17th, 2020	Transit Advisory Council Meeting	8:00am
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September 21st, 2020	Open Space & Trails Meeting	5:30pm
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September 22nd, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
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Scheduled Meetings

Shading indicates Council required attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

September 23rd, 2020	Summit Stage Transit Board Meeting	8:15am
	Summit Combined Housing Authority	9:00am
September 24th, 2020	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
October 6th, 2020	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
October 7th, 2020	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
October 8th, 2020	I-70 Coalition	1:00pm
	Upper Blue Sanitation District	5:30pm
October 13th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm
October 14th, 2020	Breckenridge Heritage Alliance	Noon
October 15th, 2020	Transit Advisory Council Meeting	8:00am
	QQ - Quality and Quantity - Water District	1:15pm
October 20th, 2020	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
October 22nd, 2020	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest CO Council of Governments	10:00am
	RW&B Board Meeting	3:00pm
October 26th, 2020	Open Space & Trails Meeting	5:30pm
October 27th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
October 28th, 2020	Summit Stage Transit Board Meeting	8:15am
	Summit Combined Housing Authority	9:00am
TBD	Breckenridge Creative Arts	2:00pm
	Water Task Force Meeting	8:00am
	Art Installation Meeting	2:00pm