



TOWN OF
BRECKENRIDGE

Town Council Regular Meeting
Tuesday, August 24, 2021, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS NOW HOLDING HYBRID MEETINGS. THIS MEETING WILL BE HELD IN PERSON AT BRECKENRIDGE TOWN HALL. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND. MASKS ARE REQUIRED. IN PERSON ATTENDEES MUST NOT ACCESS THE VIRTUAL MEETING WHILE IN COUNCIL CHAMBERS.

This meeting will also be broadcast live over Zoom. Log-in information is available in the calendar section of our website: www.townofbreckenridge.com.

All public comments must be delivered in person in Council Chambers during designated public comment times, by email to mayor@townofbreckenridge.com, or by mailed letter, prior to the meeting.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - AUGUST 10 AND AUGUST 18, 2021

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

B. BRECKENRIDGE CREATIVE ARTS UPDATE

V. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2021

1. *COUNCIL BILL NO. 23, SERIES 2021 - AN ORDINANCE AMENDING SECTION 4-4-2 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE AUTHORITY OF THE LIQUOR AND MARIJUANA LICENSING AUTHORITY TO ACCEPT A FINE-IN-LIEU OF SUSPENSION*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2021

1. *COUNCIL BILL NO. 24, SERIES 2021 - AN ORDINANCE AMENDING SECTION 5-8-8 OF THE BRECKENRIDGE TOWN CODE CONCERNING NOISE IN PUBLIC SPACES*

B. RESOLUTIONS, SERIES 2021

1. *RESOLUTION NO. 19, SERIES 2021 - A RESOLUTION APPROVING A DEVELOPMENT MANAGEMENT AGREEMENT WITH GORMAN & COMPANY LLC, A WISCONSIN LIMITED LIABILITY COMPANY (MCCAIN WORKFORCE HOUSING)*
 2. *RESOLUTION NO. 20, SERIES 2021 - A RESOLUTION MAKING MISCELLANEOUS AMENDMENTS TO THE TOWN COUNCIL "PROCEDURES AND RULES OF ORDER" CONCERNING VIRTUAL MEETINGS OF THE COUNCIL*
 3. *RESOLUTION NO. 21, SERIES 2021 - A RESOLUTION APPROVING THE EMPLOYMENT OF PORZAK LAW, LLC AS SPECIAL COUNSEL*
- C. OTHER

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC (MAYOR MAMULA)
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MS. GIGLIELLO)
- C. BRECKENRIDGE TOURISM OFFICE (MR. KUHN)
- D. BRECKENRIDGE HERITAGE ALLIANCE (MR. KUHN)
- E. BRECKENRIDGE CREATIVE ARTS (MS. OWENS)
- F. BRECKENRIDGE EVENTS COMMITTEE (MS. SAADE)
- G. CHILD CARE ADVISORY COMMITTEE (MS. OWENS)
- H. WORKFORCE HOUSING COMMITTEE (MR. CARLETON)
- I. SOCIAL EQUITY ADVISORY COMMISSION (MS. SAADE, MR. CARLETON, MS. GIGLIELLO)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR AUGUST, SEPTEMBER AND OCTOBER

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of August 10, 2021 to order at 7:00pm. The following members answered roll call: Ms. Saade, Mr. Carleton, Mr. Kuhn, Mr. Bergeron, Ms. Owens and Mayor Mamula. Ms. Gigliello attended remotely via Zoom.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – JULY 27, 2021

With no changes or corrections to the meeting minutes of July 27, 2021 Mayor Mamula declared they would stand approved as presented.

III) APPROVAL OF AGENDA

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

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Mamula opened Citizen's Comment. Meeting attendees were encouraged to email their comments in advance of the meeting to the Mayor.

Mr. Gary Martinez, representing Breck Film, introduced Ms. Amy Sides, who gave a brief overview of this year's Film Festival. Mr. Martinez also spoke about the Eclipse Theater, which is under renovation, and the new theater manager, Ms. Kat Cook. Ms. Cynthia Gordon, President of Breck Film, stated they are fixing up the Theater and will do soft openings in August. She further stated for the first seven days of September they will show 40 years of films. She also stated they will reopen for the Film Festival and will start regular programming on September 24, and they are working with a professional booker for scheduling films.

Mr. Bergeron asked about purchasing tickets at the venue in the future, and she said yes, that will be an option.

Mr. Hal Vatcher, a local resident attending via Zoom, stated he wanted to speak about the new parking structure and thanked the Council for their work on the structure, including all town staff and designers. He further stated he loves what our town has built.

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

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Ms. Lucy Kay, Director of the BTO, stated she echoes Mr. Vatcher's comments about the garage, and she is looking forward to the Eclipse Theater opening as well. She further stated the confidence and intent to travel is dropping now and over half of travelers think things will get worse. She stated travel is dropping off with schools going back in person, Colorado has regained 6% of hospitality jobs back from the big drop, and the CTO has a new executive director. Ms. Kay stated the total overnight business is 80% of all visits, and roughly half of all day visitors are from out of state. She stated out of state overnight stays are up over last year, and we are seeing a big bump in guests staying in Breckenridge, even with a higher daily room rate. Ms. Kay stated July was up by about 5,000 room nights, which is due to a variety of factors impacting the pool of room nights available, and summer is at 31% occupancy overall, which is up over 2020. Mr. Bergeron asked why we are feeling that Town is really busy, and Ms. Kay stated she believes there are more people here, and people are spending more time outside. Ms. Saade asked about out-of-state visitors, and Ms. Kay stated they make up 60% of the total visitor count. Ms. Kay also stated "Brecktoberfest" this year will be a ticketed event, and we are trying to figure out if the event will happen or not, and we are ready to change it if we have to. Ms. Kay also stated minority focus groups have begun for the purpose of resident sentiment surveys and a community update will be Thursday, 9-10am.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2021 - PUBLIC HEARINGS

- 1) COUNCIL BILL NO. 21, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," CONCERNING RECREATIONAL AND LEISURE AMENITY CLUBS; AND AMENDING CHAPTER 3 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE OFF STREET PARKING ORDINANCE," CONCERNING REQUIRED OFF STREET PARKING FOR RECREATIONAL AND LEISURE AMENITY CLUBS

Mayor Mamula read the title into the minutes. Ms. Julia Puester stated there were no changes to this ordinance from first reading.

Mayor Mamula opened the public hearing.

There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 21, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," CONCERNING RECREATIONAL AND LEISURE AMENITY CLUBS; AND AMENDING CHAPTER 3 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE OFF STREET PARKING ORDINANCE," CONCERNING REQUIRED OFF STREET PARKING FOR RECREATIONAL AND LEISURE AMENITY CLUBS. Ms. Saade seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2021

- 1) COUNCIL BILL NO. 22, SERIES 2021 - AN ORDINANCE EXTENDING THE TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY APPLICATION FOR A TOWN OF BRECKENRIDGE DEVELOPMENT PERMIT THAT INCLUDES AS A PART THEREOF AN AMENITY CLUB; DECLARING AN EMERGENCY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE
Mayor Mamula read the title into the minutes. Mr. Berry stated this is an emergency ordinance that would extend the current amenity club moratorium to bridge the gap between the effective date of the new amenity club ordinance and the current expiring moratorium. He further stated this emergency ordinance requires five affirmative votes.

Mayor Mamula opened the public hearing.

There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve as an EMERGENCY ordinance COUNCIL BILL NO. 22, SERIES 2021 - AN ORDINANCE EXTENDING THE TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY APPLICATION FOR A TOWN OF BRECKENRIDGE DEVELOPMENT PERMIT THAT INCLUDES AS A PART THEREOF AN AMENITY CLUB; DECLARING AN EMERGENCY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE. Mr. Carleton seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 23, SERIES 2021 - AN ORDINANCE AMENDING SECTION 4-4-2 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE AUTHORITY OF THE LIQUOR AND MARIJUANA LICENSING AUTHORITY TO ACCEPT A FINE-IN-LIEU OF SUSPENSION

Mayor Mamula read the title into the minutes. Mr. Berry stated liquor licensees are required by law to comply with state and local regulations. He further explained that in some cases a hearing is necessary, and a typical penalty is a temporary suspension of the license. He stated the State currently accepts a fine in lieu of serving this suspension, and this ordinance would amend Town Code to reflect changes to the fine amounts to mirror the State and would allow the Liquor and Marijuana Licensing Authority to accept a fine in lieu of suspension in those amounts.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 23, SERIES 2021 - AN ORDINANCE AMENDING SECTION 4-4-2 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE AUTHORITY OF THE LIQUOR AND MARIJUANA LICENSING AUTHORITY TO ACCEPT A FINE-IN-LIEU OF SUSPENSION. Ms. Saade seconded the motion.

The motion passed 7-0.

B) RESOLUTIONS, SERIES 2021

C) OTHER

1) MAYORAL DECLARATION TO END PUBLIC HEALTH EMERGENCY

Mr. Holman stated the State and the County have declared the public health emergency over, and there is no harm in keeping this order intact if that's what Council wishes. He also explained this declaration is necessary to reinstate certain code restrictions, among other things, and while the health emergency is not over, we can wait to declare the emergency over if Council desires that.

Council agreed to table the declaration to a future meeting.

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

Mr. Kuhn moved to call up the RMU Rooftop Deck at 112 South Main Street. Mr. Bergeron seconded the motion.

Mr. Kuhn stated he would like to call up this item because of a concern about the number of seats on the inside of the building, versus what is on the roof. He stated he would also like to know about bathrooms with the additional seating on the deck. Mr. Carleton, Ms. Owens and Mr. Bergeron stated they agreed with Mr. Kuhn and would like some clarity on the items mentioned. Mayor Mamula stated he doesn't agree with the call-up, because he believes the Planning Commission acted within the building code and perhaps Council can look at changing the code in the future.

The motion passed 6-1. Mayor Mamula voted no.

Mr. Berry stated this call up can be scheduled for the September 14th meeting as long as the applicant agrees. Mr. Chris Glen, representing RMU, stated he agreed with scheduling the call up for the first meeting in September.

Mayor Mamula declared all Planning Commission Decisions other than the RMU Rooftop Deck call up would stand approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated the celebration of life for Todd Perkins is coming up and he proposes a donation from the Town to Building Hope in the name of Todd Perkins in the amount of \$10,000.

He also stated the County and Summit Combined Housing Authority would like to go back to the voters this fall with a housing question (5A). Council agreed to support a 20-year extension of this tax. Mr. Holman stated this tax generates over \$3 mil per year for Breckenridge.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC (MAYOR MAMULA)

Mayor Mamula stated the MMC meeting discussed housing at length, as well as the 5A question and mask wearing in schools.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MS. GIGLIELLO)

Ms. Gigliello stated there was no update.

C. BRECKENRIDGE TOURISM OFFICE (MR. KUHN)

Mr. Kuhn stated there was no additional update.

D. BRECKENRIDGE HERITAGE ALLIANCE (MR. KUHN)

Mr. Kuhn stated Breck Music is working on the Tiny Porch Series featuring historic stories and music in collaboration with the BHA.

E. BRECKENRIDGE CREATIVE ARTS

- Mr. Carleton stated the 2022 budget proposal will be finished soon.
- F. BRECKENRIDGE EVENTS COMMITTEE (MS. SAADE)
No additional update.
 - G. CHILD CARE ADVISORY COMMITTEE (MS. OWENS)
Ms. Owens stated it is important to get childcare tuition assistance costs back into the Town's budget. She further stated tuition assistance has been based on the main daycare centers, and we are considering including in-home daycares for tuition assistance in the future.
 - H. WORKFORCE HOUSING COMMITTEE (MR. CARLETON)
Mr. Carleton stated there was no Update
 - I. SOCIAL EQUITY ADVISORY COMMISSION
Ms. Saade and Ms. Gigliello stated there was no update.

X) OTHER MATTERS

Ms. Owens stated it's been 8 months since we had the Short Term Rentals roundtables and we know STRs are increasing all the time, and she believes the harmony we have strived for as locals and visitors is at risk. Ms. Owens asked Council if they would consider capping STRs. Mr. Carleton stated he would like to see more data about trends of STRs over time, he would like to see the number of active building permits and he would like to talk about capping STRs. Ms. Gigliello stated she would like to talk more about it, and Mr. Bergeron stated he is in support of considering a cap. Ms. Saade also stated she is supportive of exploring a cap. Mr. Kuhn stated he would like more information. Mayor Mamula stated he would like to consider a simple ordinance capping it at a number, and then come back and figure this out. He further stated he doesn't like a moratorium or an emergency ordinance, but he would like to see a cap. Mr. Holman stated we could add the discussion to the agenda for August 24th, and set an ordinance to be read in September, with an effective date in November. He further stated it is important to see how the waiting list will work and what is in the pipeline now. He also stated he is not an advocate of doing a percentage of total unit count. Mayor Mamula stated we need to act before the community acts and does something we can't control by using a petition like Frisco. Mayor Mamula clarified that we are looking for a balance in this community and a logical solution. Mr. Kuhn stated he believes capping is the way to go. Mr. Carleton stated Telluride is rolling back their total number of STRs by 30%. Council agreed they are not looking at reducing the current number of licenses at this time.

Ms. Gigliello asked about the Budget Retreat and Mr. Holman stated it's typically on a Council day in October.

Mayor Mamula stated he sent the Council a letter from Iron Forest regarding the new energy code, and he would like to discuss this further. Ms. Saade stated she has heard some of the same feedback and would like to discuss this as well.

Mayor Mamula stated someone asked about the amplification of music in Blue River Plaza, and we may need to change the code to limit the distance the noise travels. He stated this would be for amplified buskers in the plaza.

Mayor Mamula also stated he has been approached by SPRTV about running their power line up the road, and Mr. Scott Reid stated they need to complete a new permitting process and they have not contacted staff about what they would like to do. Ms. Gigliello stated she understands BOSAC will look at this through the lens of open space, and not as a possible community benefit and we may need to consider it differently for this purpose.

Mayor Mamula stated we need to talk with Planning Commission about future code changes regarding rooftop decks, bistro lighting, density and some other things.

XI) SCHEDULED MEETINGS

- A) SCHEDULED MEETINGS FOR JULY, AUGUST AND SEPTEMBER

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:14pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT

I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of August 18, 2021 to order at 8:15am. The following members answered roll call: Ms. Saade, Mr. Carleton, Mr. Kuhn, Mr. Bergeron, Ms. Owens and Mayor Mamula. Ms. Gigliello was absent.

II) EXECUTIVE SESSION – PERSONNEL MATTERS

Town Council entered an Executive Session for the purpose of discussing Personnel Matters. Mr. Holman further stated this Executive Session is for the purpose of interviewing candidates for the Town Attorney position.

III) OTHER

There were no additional items to discuss.

IV) ADJOURNMENT

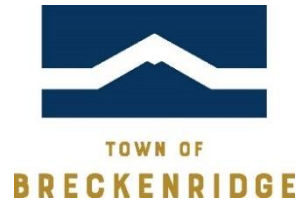
With no further business to discuss, the meeting adjourned at 12:00pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT



Memo

To: Mayor and Town Council Members
From: Town Attorney
Date: August 12, 2021 (for August 24th meeting)
Subject: Council Bill No. 23 (Fine-In-Lieu of Suspension Ordinance)

The second reading of the ordinance to update the current Town ordinance allowing the Liquor and Marijuana Licensing Authority to accept a fine-in-lieu of a suspension of a liquor license is scheduled for your meeting on August 24th. There are no changes proposed to the ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – AUG. 24**

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. 23

9
10 Series 2021

11
12 AN ORDINANCE AMENDING SECTION 4-4-2 OF THE BRECKENRIDGE TOWN CODE
13 CONCERNING THE AUTHORITY OF THE LIQUOR AND MARIJUANA LICENSING
14 AUTHORITY TO ACCEPT A FINE-IN-LIEU OF SUSPENSION
15

16 WHEREAS, Section 4-4-2 of the Breckenridge Town Code authorizes the Town of
17 Breckenridge Liquor and Marijuana Licensing Authority to accept a fine-in-lieu of suspension
18 under certain circumstances; and
19

20 WHEREAS, such circumstances are established in Section 44-3-601(3)(b), C.R.S., which
21 is part of the Colorado Liquor Code; and
22

23 WHEREAS, Section 4-4-2 of the Breckenridge Town Code needs to be updated to reflect
24 recent changes to Section 44-3-601(3)(b), C.R.S.
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
27 BRECKENRIDGE, COLORADO:
28

29 Section 1. Section 4-4-2(B) of the Breckenridge Town Code is amended to read as
30 follows:
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32 B. The fine accepted shall be equivalent to twenty percent (20%) of the retail
33 licensee's estimated gross revenues from sales of alcoholic beverages during the period of
34 the proposed suspension; except that the fine shall be not less than ~~two~~ **five** hundred
35 dollars (~~\$200.00~~**500.00**) nor more than ~~five~~ **one hundred** thousand dollars
36 (~~\$5,000.00~~**100,000.00**).
37

38 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
39 various secondary codes adopted by reference therein, shall continue in full force and effect.
40

41 Section 3. The Town Council hereby finds, determines and declares that this ordinance is
42 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
43 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
44 thereof.
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1 Section 4. The Town Council hereby finds, determines and declares that it has the power
2 to adopt this ordinance pursuant to the provisions of Section 44-3-601(3)(b), C.R.S., and the
3 powers possessed by home rule municipalities in Colorado.
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5 Section 5. This ordinance shall be published and become effective as provided by Section
6 5.9 of the Breckenridge Town Charter.
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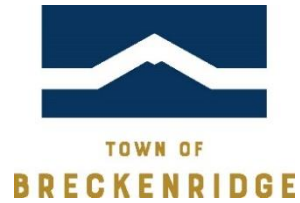
8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
9 PUBLISHED IN FULL this ____ day of _____, 2021. A Public Hearing shall be held at the
10 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
11 _____, 2021, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
12 Town.
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14 TOWN OF BRECKENRIDGE, a Colorado
15 municipal corporation
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19 By: _____
20 Eric S. Mamula, Mayor
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22 ATTEST:
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26 _____
27 Helen Cospolich, CMC,
28 Town Clerk
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Memo

To: Breckenridge Town Council Members
From: Town Attorney
Date: August 17, 2021 (for August 21st meeting)
Subject: Revision to Noise Ordinance

Enclosed with this memo is an ordinance amending the Town Code with respect to noise in a public space that emanates from a radio, stereo, or other similar device that produces or reproduces music, including an amplifier.

The current ordinance makes it unlawful for a person located in a public space to use such a device if musical sound coming from such device: (i) is plainly audible, and (ii) unreasonably disturbs the peace, quiet, and comfort of neighbors and passersby. "Public space" is defined as "(a)ny real property or structure on real property owned by a governmental entity and normally accessible to the public, including, but not limited to, parks and other recreational areas."

The problem with the current ordinance is that it requires someone to both lodge a complaint about the noise, and to be willing to go to court (if necessary) to testify that the noise disturbed his or her "peace, quiet and comfort."

The revised ordinance eliminates the requirement that the offending noise disturb the "peace, quiet and comfort" and instead simply requires that the noise be "plainly audible" at a distance of 25 feet." Such determination can be made solely by a peace officer without requiring a complaining witness, and if testimony is required in a court proceeding only the testimony from the officer would be required.

The revised ordinance also clarifies the definition of the term "public space" by specifically including the Blue River Plaza and all designated Town parks¹ within the definition. The term "plainly audible" is also defined.

If adopted, the proposed ordinance will be much easier for the Police Department to enforce.

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

¹ The Town Code defines a "Town Park" as "(a)ll parks and recreation areas under the jurisdiction of the town; town property designated for use by the public as general recreational open space; and recreational pathways intended for use by pedestrians or nonmotorized vehicles, unless expressly exempted. Without limiting the generality of the foregoing, the term "town park" shall apply to those town parks commonly known as "Kingdom Park", "Carter Park", and the "Riverwalk Center Lawn"; the town open space area known as "Cucumber Gulch Preserve"; and the recreational pathway commonly known as the "bike path".

1 **FOR WORKSESSION/FIRST READING – AUG. 24**

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

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7 COUNCIL BILL NO. ____

8
9 Series 2021

10
11 AN ORDINANCE AMENDING SECTION 5-8-8 OF THE BRECKENRIDGE TOWN CODE
12 CONCERNING NOISE IN PUBLIC SPACES

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

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17 Section 1. Section 5-8-8 of the Breckenridge Town Code is amended to read as follows:

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19 5-8-8: RADIOS, MUSICAL INSTRUMENTS AND SIMILAR DEVICES:

20
21 A. It shall be unlawful for any person in a public space to use or operate a radio,
22 stereo, tape player, compact disk player, musical instrument, or ~~similar~~ device
23 that produces or reproduces musical sound in a manner, **including, but not**
24 **limited to an amplifier, such that the musical sound** that is plainly audible
25 to any person ~~other than the player(s) or operator(s) of the device, and those~~
26 ~~who are voluntarily listening to the sound, and which unreasonably disturbs~~
27 ~~the peace, quiet, and comfort of neighbors and passersby~~ **at a distance of 25**
28 **feet in any direction from the source of the musical sound without a**
29 **permit issued pursuant to chapter 13 of title 4 of this code.**

30
31 B. **“Plainly audible” means any sound that can be detected by a person**
32 **using his or her unaided hearing faculties. As an example, if the sound**
33 **source under investigation is a portable or personal sound amplification**
34 **or reproduction device, the enforcement officer need not determine the**
35 **title of a song, specific words, or the artist performing such song. The**
36 **detection of the rhythmic bass component of the music is sufficient to**
37 **constitute a plainly audible sound.**

38
39 Section 2. The definition of “Public Space” in Section 5-8-3 of the Breckenridge Town
40 Code is amended to read as follows:

41
42 PUBLIC SPACE: Any real property or structure on real property owned by a
43 governmental entity and normally accessible to the public, including, but not
44 limited to, parks and other recreational areas. **For clarification, the term “public**
45 **space” includes, but is not limited to: (i) the Riverwalk as defined in Section**

1 **6-3H-5 of this Code, (ii) the Blue River Plaza, and (iii) a Town park as**
2 **defined in Section 11-2-1 of this Code.**

3
4 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
5 various secondary codes adopted by reference therein, shall continue in full force and effect.
6

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

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12 Section 5. The Town Council hereby finds, determines and declares that it has the power
13 to adopt this ordinance pursuant to the provisions of Section 25-12-108, C.R.S., Section 31-15-
14 103, C.R.S., Section 31-15-401(1)(e), C.R.S., and the powers possessed by home rule
15 municipalities in Colorado.

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17 Section 6. This ordinance shall be published and become effective as provided by Section
18 5.9 of the Breckenridge Town Charter.

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20 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
21 PUBLISHED IN FULL this ____ day of _____, 2021. A Public Hearing shall be held at the
22 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
23 _____, 2021, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
24 Town.

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26 TOWN OF BRECKENRIDGE, a Colorado
27 municipal corporation
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31 By: _____
32 Eric S. Mamula, Mayor
33

34 ATTEST:
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38 _____
39 Helen Cospolich, CMC,
40 Town Clerk
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46 500-40\Noise in Public Space Ordinance (08-12-21)(First Reading)
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Memo

To: Breckenridge Town Council
From: Laurie Best-Community Development Department
Date: 8/18/2021 (for August 24, 2021)

SUBJECT: A RESOLUTION APPROVING A DEVELOPMENT MANAGEMENT AGREEMENT WITH GORMAN & COMPANY, LLC, A WISCONSIN LIMITED LIABILITY COMPANY (MCCAIN WORKFORCE HOUSING)

In June the Town began initial discussions regarding a plan for up to 200 additional apartments on a Town-owned site, approximately 8.9 acres, south of and adjacent to Alta Verde 1. Based on feedback from the Council we have continued to refine the masterplan, the housing site configuration, building layout, and schematic design, and we have worked with Gorman and Company, LLC on a schedule and development plan that would enable them to transition seamlessly from Alta Verde 1 to this subsequent Phase 2. The purpose of this memo is to outline the key elements of an Agreement between Gorman and the Town, including the responsibilities of each party. The Housing Committee reviewed the terms of the proposed Agreement at their meeting on August 10th and support the Agreement as presented. Following are the key terms:

Alta Verde Phase II will include:

- 150-200 apartments
- 1, 2, and 3 bed units
- Deed restricted to local employment (no remote) for 100% of the units
- 50% of the units will be rent capped at 80% AMI (\$1,336-\$2,000)
- 40% of the units will be rent capped 120% AMI (\$2,019-\$2,998)
- 10% of the units will have no rent cap-employment only (for master leases with Upper Blue employers)
- 50% of the units will be income capped at 100% AMI (\$67,300-\$99,950) with 20% buffer for renewal (120% AMI)
- The Deed Restriction will survive foreclosure
- Town will loan \$6 million to the project and up to \$2million addition if need for net zero
- Town will cover water tap fee and provide permit fee waivers
- Town will remove asphalt piles and insure the site is out of floodplain
- Town will provide utilities and road to the site
- Town to provide a 75 year land lease (renewable)

Staff supports moving forward with this new project under the terms presented and recommends approval of this Resolution which will authorize the Town Manager to enter into this Development Management Agreement. This development will provide much need rental inventory, and enable Gorman to transition into the project, integrating Phase 1 and Phase 2 by utilizing the same design and construction team. Staff and representatives from Gorman will be available at your meeting on August 24th to answer any questions. If approved, the anticipated schedule will include approximately one year to finalize the design and obtain entitlements, followed by construction start around July 2022, and units delivered in Fall 2024.

1 ***FOR WORKSESSION/ADOPTION – AUG. 24***
2

3 RESOLUTION NO. ____
4

5 Series 2021
6

7 A RESOLUTION APPROVING A DEVELOPMENT MANAGEMENT AGREEMENT WITH
8 GORMAN & COMPANY, LLC, A WISCONSIN LIMITED LIABILITY COMPANY
9 (McCain Workforce Housing)
10

11 WHEREAS, the Town is the owner of certain real property located in Tracts 6, 11, and
12 14 of the McCain Subdivision in the Town of Breckenridge, County of Summit, State of
13 Colorado (the “**Property**”); and

14 WHEREAS, Gorman & Company, LLC, a Wisconsin limited liability company
15 (“**Gorman**”), is in the business of developing, operating, and managing affordable and
16 workforce housing developments for low and moderate residents throughout the State of
17 Colorado and United States; and

18 WHEREAS, the Property is located near other property which is currently being
19 developed by Gorman as affordable housing; and

20 WHEREAS, the Town desires to expand the Town’s housing program by contracting
21 with Gorman to develop the Property as workforce housing; and

22 WHEREAS, the Town and Gorman specifically desire to work together to develop on the
23 Property an approximately 150-200-unit housing development (the “**Development**”) financed to
24 focus on “affordable housing,” specifically for the local workforce of residents with rents largely
25 tied to 120% of the Area Median Income during the term of the Colorado Housing and Finance
26 Authority use restriction, utilizing public and private financing, and
27

28 WHEREAS, a proposed “Development Management Agreement (McCain Workforce
29 Hosing)” between the Town and Gorman has been prepared., a copy of which is marked **Exhibit**
30 **“A”**, attached hereto, and incorporated herein by reference (the “**Development Management**
31 **Agreement**”); and
32

33 WHEREAS, the proposed Development Management Agreement sets forth certain
34 understandings regarding each party’s anticipated roles in connection with the Development of
35 the Property; and
36

37 WHEREAS, the Town Council has reviewed the proposed Development Management
38 Agreement, and finds and determines that it should be approved.
39

1 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
2 BRECKENRIDGE, COLORADO:

3
4 Section 1. The Development Management Agreement (McCain Workforce Housing)
5 between the Town and Gorman & Company, LLC, a Wisconsin limited liability company,
6 substantially in the form attached as Exhibit "A" to this resolution is approved, and the Town
7 Manager is authorized to sign such agreement for and on behalf of the Town of Breckenridge.

8
9 Section 2. Before signing the Development Management Agreement the Town Manager
10 is authorized, empowered, and directed to attach to the agreement the final form of all exhibits
11 referred to in the agreement.

12
13 Section 3. Minor changes to or amendments of the approved agreement may be made by
14 the Town Manager if the Town Attorney certifies in writing that the proposed changes or
15 amendments do not substantially affect the consideration to be received or paid by the Town
16 pursuant to the approved agreement, or the essential elements of the approved agreement.

17
18 Section 4. This resolution is effective upon adoption.

19
20 RESOLUTION APPROVED AND ADOPTED this ____ day of _____,
21 2021.

22
TOWN OF BRECKENRIDGE

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

**DEVELOPMENT MANAGEMENT AGREEMENT
(McCain Workforce Housing)**

This Development Management Agreement (this “**Agreement**”) is made and entered into as of this ____ day of _____, by and among the TOWN OF BRECKENRIDGE, a body corporate and politic of the State of Colorado (the “**Town**”), whose physical address is 150 Ski Hill Road, Breckenridge, Colorado 80424, and GORMAN & COMPANY, LLC, a Wisconsin limited liability company (“**Gorman**”), whose physical address 1060 Bannock Road, Suite 305, Denver, Colorado 80204. The Town and Gorman are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually by name or as a “**Party**.” The Town and Gorman are entering into this Agreement based upon the following:

- A. The Town is a home rule municipal corporation created under Colorado law.
- B. Gorman is in the business of developing, operating, and managing affordable and workforce housing developments for low and moderate residents throughout the State of Colorado and United States.
- C. The Town is the owner of certain real property located in Tracts 6, 11, and 14 of the McCain Subdivision, in the Town of Breckenridge, County of Summit, State of Colorado (the “**Property**”), which is nearby other property developed by Gorman as affordable housing. Since closing on this affordable housing project, the Town has sought to expand the housing program to an adjacent parcel. This Agreement is intended to outline the significant deal points for Gorman and the Town related thereto.
- D. The Town and Gorman desire to work together for the purpose of developing on the Property an approximately 150-200-unit housing development (the “**Development**”) financed to focus on “affordable housing,” specifically for the local workforce of residents with rents largely tied to 120% of AMI (as defined below) during the term of the Colorado Housing and Finance Authority use restriction, utilizing public and private financing.
- E. The Town and Gorman are entering into this Agreement to set forth certain understandings regarding each Party’s anticipated roles in connection with the Development, which are detailed in this Agreement and depicted on the “roles and responsibilities” exhibit attached hereto as Exhibit A.
- F. This is not a Development Agreement pursuant to Title 9 Chapter 9 of the Town Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 1. Ground Lease.

2 a. Generally. The Town and Gorman, or an entity controlled by Gorman (in
3 either case, the “**Ground Lease Tenant**”), will enter into a 75-year
4 ground lease with respect to the Property (the “**Ground Lease**”). The
5 Ground Lease Tenant shall pay \$1,000 at the commencement of the
6 Ground Lease for the term of the Ground Lease. On or shortly after the
7 subdivision referenced in Section 3(e) hereof, the Parties will enter into a
8 Ground Lease in substantially the form attached hereto as Exhibit B. For
9 avoidance of doubt, the Ground Lease Tenant may be the “**Company**” as
10 defined below.

11 b. Subordination. The Town will not agree to subordinate its fee interest to
12 lenders of the Ground Lease Tenant. However, the Town will reasonably
13 cooperate with lenders and/or investors of the Ground Lease Tenant to
14 provide estoppels confirming the validity of the Ground Lease and the
15 lack of existing defaults. The Town shall reasonably consider requests by
16 lenders to the Ground Lease Tenant that (i) any use restriction on
17 affordability may encumber the Town’s fee interest in the Property, as is
18 expected to be required by the State of Colorado or other funding sources;
19 (ii) any standstill provision, restricting the Town from evicting the Ground
20 Lease Tenant during the term of a loan; and (iii) any provision permitting
21 the lenders to advance additional indebtedness, extend indebtedness terms,
22 and/or receive payment on existing debt (even during an event of default
23 under the Ground Lease). In all cases, the Town shall consider
24 subordination and standstill requests by lenders and shall reasonably
25 cooperate in negotiating various subordination arrangements; provided,
26 however, the Town shall not be obligated to enter into any subordination
27 arrangement that undermines the intended perpetual affordability of the
28 Property.

29 2. The Town Loan.

30 a. The Town will lend to the Company (as defined below) an approximate
31 original principal amount of \$6,000,000.00 but no more than
32 \$8,000,000.00 (the “**Town Loan**”). The Town Loan amount will be no
33 less than \$6,000,000.00 to pay for construction costs of the Development;
34 and up to \$2,000,000.00 additionally to fund “net zero” design and
35 construction, permitting the Development to qualify as a carbon neutral
36 development. Funds will be available generally as follows: 50% at the
37 time of financial closing/construction commencement (“**Financial**
38 **Closing**”) of the Development (currently contemplated on or about July
39 2022), 25% at 50% completion of the Development (currently
40 contemplated on or about August 2023), and 25% at 90% completion of

1 the Development (currently contemplated on or about August 2024). The
2 Town Loan will be repaid via available cash flow, as more particularly set
3 forth in the Company’s operating agreement, with one final balloon
4 payment due 40 years from the Closing Date (as hereafter defined). The
5 Town Loan is contemplated to accrue interest at 1% annually,
6 compounding using simple interest. The Town Loan will be secured by a
7 deed of trust encumbering the Property. The form of the deed of trust shall
8 be acceptable to both counsel for the Town and counsel for Gorman.
9 Unless otherwise agreed by the Town, such deed of trust will be
10 subordinate only to the lien of the deed of trust securing the Construction
11 Loan and the lien of the deed of trust securing the Permanent Loan.

12 3. The Town Obligations.

- 13 a. *Removal of Storage Piles.* On or before October 15, 2021, the Town shall
14 cause the removal of any storage piles or other debris located on the
15 Property, at the Town’s sole cost and expense.
- 16 b. *Public Road Extension.* The Town shall cause the extension of a public
17 road from the existing roundabout depicted on Exhibit C and cause the
18 extension of such road along the Property’s border, as depicted on Exhibit
19 C (the “**Public Road**”). The Public Road shall be built to specifications
20 determined by the Town. The Town will provide such specifications to
21 Gorman for review and construction bidding. Gorman shall timely
22 provide a construction bid for the construction and delivery of the Public
23 Road. In the event the Town elects to engage Gorman to build the Public
24 Road, the Town shall enter into a construction contract with Gorman for
25 the Public Road at the construction price set by Gorman. If the Town
26 elects not to hire Gorman to construct the Public Road, the Town shall
27 cause the design and construction of the Public Road to occur on or before
28 July 1, 2022.
- 29 c. *Annexation.* The Town has caused the Property to be annexed to the Upper
30 Blue Sanitation District as of the date hereof or, if the Town has not so
31 caused the Property to be annexed, then it will do so as expeditiously as
32 possible but in any event no later than January 31, 2022.
- 33 d. *Payment of Fees.* Prior to the commencement of the vertical construction
34 of the Development (or a date otherwise mutually agreed upon by the
35 parties), the Town shall have paid or otherwise administratively accounted
36 for any water tap fees, service and administration fees to connect water
37 services to the Property, which shall be wholly paid for by the Town.

- e. *Subdivision.* The Property is part of a larger development known as the McCain property. On or before the commencement of the Ground Lease, the Town shall subdivide the McCain property to create the Property. The Parties shall work together in good faith to determine the exact boundary of the Property, but in any event the Property shall be about 9 acres located in the central area of the McCain Property, approximately as depicted on Exhibit D.
- f. *Flood zone.* Prior to the commencement of the vertical construction of the Development (or a date otherwise mutually agreed upon by the parties but in any event on or before **November 1, 2021**), the Town shall cause the Property to be under a LOMR submitted to FEMA with the result of the site being removed from the FEMA designated flood zone, which shall be wholly paid for by the Town.
- g. *Permit Issuance.* The Town agrees that it shall issue a grading and utility permit on or before the execution of the Ground Lease, if Gorman causes the submission of documentation for the grading and utility permit to be approved by the Town Engineer.

4. Use Covenant. In consideration of the Town’s willingness to enter into the long-term Ground Lease, to provide the Town Loan, (as set forth above), the Town is requiring that the Property be encumbered by a perpetual use restriction, substantially in the form attached hereto as Exhibit E (the “**Use Restriction**”). The Ground Tenant shall execute the Use Restriction simultaneously with the Ground Lease. The contemplated terms of the perpetual use restriction can only change by mutual agreement by both the Town and Gorman, provided, however, that the terms of the Use Restriction are subject to financial feasibility and lender consent. The Use Restriction is contemplated to be recorded with respect to the Property with priority over all Development-related debt and/or other encumbrances, subject only to financial feasibility concerns.

5. Ownership of the Development.

a. *Generally.* Gorman shall create a single-purpose entity, which shall be a limited liability company (referred to herein as the “**Company**”), formed for the purpose of acquiring, developing, operating, and managing the Development. Gorman, or an affiliate of Gorman, shall be the manager or managing member of the Company, and will initially own 100% of the Company. Gorman may elect to sell interests in the Company to one or more third party investors (the “**Investors**”) in exchange for equity to assist in the acquisition, development, and financing of the Development. The Town of Breckenridge Housing Authority will own a

1 0.01% interest in the Company on or about the financial closing of the Company, timed to
2 coincide with the Investors becoming members of the Company.

3 b. Sales and Property Tax Exemption. The Town of Breckenridge Housing
4 Authority shall be a member of the Company for purposes (among others) of seeking local and
5 state sales tax exemption and local property tax exemption (in full or in part, as applicable),
6 pursuant to CRS Sections 29-1-204.5(10), 29-4-226 and 29-4-227. The Company (or the Parties
7 hereto) shall sign such documents as reasonably required to achieve such exemptions, as
8 determined by the Company or its consultants in their reasonable discretion.

9 c. Model. Any financial models provided to the Town are acknowledged as
10 drafts for the Development (the “**Model**”). The Parties agree that the Model is not a guaranty of
11 performance or outcomes and is meant only to estimate one potential set of circumstances; the
12 actual results can, and likely will, differ from the Model.

13 6. Entitlement of the Development.

14 a. Development. After consultation with the Town, Gorman will propose
15 architectural designs, site plans, and other documents required for obtaining approval to
16 construct the Development and will work with a third-party engineer, as a consultant of Gorman,
17 to obtain site engineering and civil engineering (collectively, the “**Project Plans**”).

18 b. Predevelopment. The Town is responsible for the cost of all
19 predevelopment costs including storage pile removal, site grading and bringing utilities to the
20 Property. The Town will be contracting with Gorman to complete said storage pile removal,
21 predevelopment site work, and the Public Road extension.

22 c. Predevelopment Costs. Each Party shall incur its own predevelopment
23 costs related to participation in the Development; provided, however, that all predevelopment
24 costs shall be incurred on behalf of the Company and will be reimbursed on the Closing Date (as
25 hereafter defined). The Parties agree and acknowledge that if the Development does not attract
26 any Investors and is not financed, each Party may incur significant costs and expenses.
27 However, neither Party shall indemnify the other for any predevelopment costs, unless said Party
28 has acted in bad faith to cause the Development not to happen.

29 d. Selecting Contractors. For the avoidance of doubt, Gorman shall be
30 solely responsible for selecting engineering consultants, accountants, lawyers, lenders, the
31 Investors, property managers, and appropriate service providers related to the Development,
32 which may require the approval of the Investors and financing partners. The Town agrees and
33 acknowledges that Gorman shall select itself or affiliates to act as developer, architect, general
34 contractor, and property manager.

35 7. Financing the Development. In order to finance the Development, the
36 Company intends to seek commitments for (i) equity investments from the Investors (the

1 “**Equity Investment**”), (ii) construction loan(s) (whether one or more, referred to throughout as
2 the “**Construction Loan**”), (iii) subordinate financing(s) from governmental or non-profit
3 sources, including the Town Loan, and (iv) permanent financing(s) for the Development
4 representing either a new loan to pay off a portion of the Construction Loan or the conversion of
5 the Construction Loan to permanent status (whether one or more, referred to throughout as the
6 “**Permanent Loan**”). The date on which the Construction Loan closes shall be deemed the
7 “**Closing Date**” for purposes of this Agreement. Gorman shall have full control over which
8 sources to pursue and use. Gorman may not obligate the Town or the Town of Breckenridge
9 Housing Authority (“**Housing Authority**”) to any financial (or other) guarantees to lenders or
10 the Investors. Gorman shall provide all financial and performance-related guarantees required
11 for the Development, including bonds and/or operating deficit guarantees. Under no
12 circumstances shall the Town or the Housing Authority be required to provide capital
13 contributions or guarantees.
14

15 8. Managing the Development. Gorman will cause the Company to enter into a
16 management agreement for the Development with a property manager (that may be Gorman),
17 subject to review and approval by the Investors and financing partners. The management
18 agreement will provide a management fee based on a percentage of rents received.

19 9. Right of First Refusal. Gorman will (through the Company) grant the Town a
20 recorded right of first refusal to purchase the Development on the terms and conditions set forth
21 in the Memorandum to Ground Lease.

22 10. Indemnification. To the maximum extent permitted by law, each Party (as
23 applicable from time to time, the “**Indemnifying Party**”) shall indemnify, defend and hold the
24 other Party (as applicable from time to time, the “**Impaired Party**”) harmless from and against
25 any and all claims, damages, losses, liabilities, costs and expenses (“**Claims**”) arising from any
26 breach of this Agreement by the Indemnifying Party, including, but not limited to, any bodily
27 injury, sickness, disease or death, or injury to or destruction of tangible property that gives rise to
28 a Claim by the Impaired Party and occurs during the performance of this Agreement and is
29 caused by the Indemnifying Party’s gross negligence or willful misconduct. Such indemnity
30 shall apply only to Claims to the extent caused by an act or omission by the Indemnifying Party.

31 11. Termination.

32 a. Other than provisions governed by separate documents and Sections 4, 9-
33 10 and 12, this Agreement shall terminate upon the commencement of the Financial Closing,
34 unless previously terminated as permitted pursuant to this Agreement.

35 b. Gorman may terminate this Agreement at any time prior to the
36 commencement of the Financial Closing, upon written consent from the Town.

37 c. In the event this Agreement is terminated, each Party shall bear all of the
38 costs and expenses it has incurred prior to such termination, subject to the terms set forth below.

1 d. In the event this Agreement expires or is terminated, each Party shall be
2 released from any further obligation to the other Party, except for the indemnity obligations set
3 forth in this Agreement which shall survive the expiration or termination of this Agreement.

4 12. Notices. All notices hereunder shall be in writing and shall be personally
5 delivered or mailed, registered or certified U.S. mail, return receipt requested, first class postage
6 prepaid, or delivered by a nationally-recognized overnight delivery service, to the Town at its
7 address as set forth above or to Gorman at its address as set forth below, or at such other address
8 of which either Party shall notify the other Party in accordance with the provisions of this
9 Agreement.

10 If to Gorman: Gorman & Company, LLC
11 200 North Main Street
12 Oregon, Wisconsin 53575
13 Attn: Kimball Crangle

14 With a copy to: Reinhart Boerner Van Deuren s.c.
15 1000 North Water Street, Suite 1700
16 Milwaukee, Wisconsin 53202
17 Attn: William R. Cummings

18 If to The Town: Town of Breckenridge
19 150 Ski Hill Road
20 P.O. Box 168
21 Breckenridge, Colorado 80424
22 Attn: Town Manager
23

24 13. Governing Law. This Agreement shall, in all respects, be governed, construed,
25 applied, and enforced in accordance with the law of the State of Colorado without regard to its conflict
26 of laws principles that might require this Agreement to be governed, construed, applied, and enforced
27 in accordance with the laws of any other state.

28 14. Waiver Of Jury Trial; Venue. THE PARTIES HEREBY WAIVE ANY RIGHT TO
29 TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS
30 AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. VENUE FOR ANY
31 ACTION ARISING OUT OF THIS AGREEMENT SHALL BE DEEMED PROPER ONLY IN
32 THE DISTRICT COURT OF SUMMIT COUNTY, COLORADO.
33

34 15. Attorneys' Fees. It is understood and agreed that in the event that either Party deems it
35 necessary to take legal action to enforce or defend any part of this Agreement, the prevailing Party
36 shall be awarded reasonable attorneys' fees and other costs incurred in such action or proceeding, in
37 addition to any other relief to which such Party may be entitled, whether or not such controversy or
38 claim is litigated and prosecuted to judgment.
39

1 16. Annual Appropriation. Financial obligations of the Town under this Agreement
2 payable after the current fiscal year are contingent upon funds for that purpose being appropriated,
3 budgeted and otherwise made available by the Town Council of the Town of Breckenridge, Colorado.
4 In the event sufficient funds shall not be made available, this Agreement may be modified by mutual
5 agreement of the parties, each acting in good faith. The Town’s obligations hereunder shall not
6 constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial
7 obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
8

9 17. Construction. The Parties acknowledge that the Parties and their counsel have
10 reviewed and revised this Agreement and that the normal rule of construction – to the effect that any
11 ambiguities are to be resolved against the drafting Party – shall not be employed in the interpretation
12 of this Agreement or any exhibits or amendments hereto.
13

14 18. Headings. The article and section headings of this Agreement are for convenience
15 only and in no way limit or enlarge the scope or meaning of the language hereof.
16

17 19. Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative,
18 then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and
19 operative, and effect shall be given to the intent manifested by the portion held invalid or
20 inoperative. The failure by either Party to enforce against the other any term or provision of this
21 Agreement shall not be deemed to be a waiver of such Party’s right to enforce against the other Party
22 the same or any other such term or provision in the future.
23

24 20. No Third Party Beneficiary. This Agreement is not intended to give or confer any
25 benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party
26 beneficiary or otherwise.
27

28 21. Time. Time is of the essence in the performance of this Agreement.
29

30 22. Entire Agreement; Counterparts. This Agreement, including the exhibits and
31 recitals, are made a part hereof and constitutes the entire contract between the Parties and
32 supersedes all prior agreements and understandings. No change, modification, or waiver of any
33 of the provisions of this Agreement shall be effective or binding upon the Parties unless in
34 writing and signed by both Parties. This Agreement may be executed in counterparts, each of
35 which shall be deemed an original and all of which shall be deemed one and the same
36 instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original
37 signatures.

IN WITNESS WHEREOF, the Parties have executed this Development Management Agreement as of the date first written above.

GORMAN & COMPANY, LLC

By: _____
Brian Swanton, President

Town of Breckenridge

By: _____
Name: _____
Title: _____

JOINDER OF TOWN OF BRECKENRIDGE HOUSING AUTHORITY

The Town of Breckenridge Housing Authority executes this Agreement for the limited purpose of confirming its agreement to become a 0.01% owner of the Company (as defined above).

Town of Breckenridge Housing Authority

By: _____
Name: _____
Title: _____

Exhibit A
Roles & Responsibilities

[Forthcoming]

Exhibit B
Form of Ground Lease

See attached.

Exhibit C

Depiction of Extended Utilities

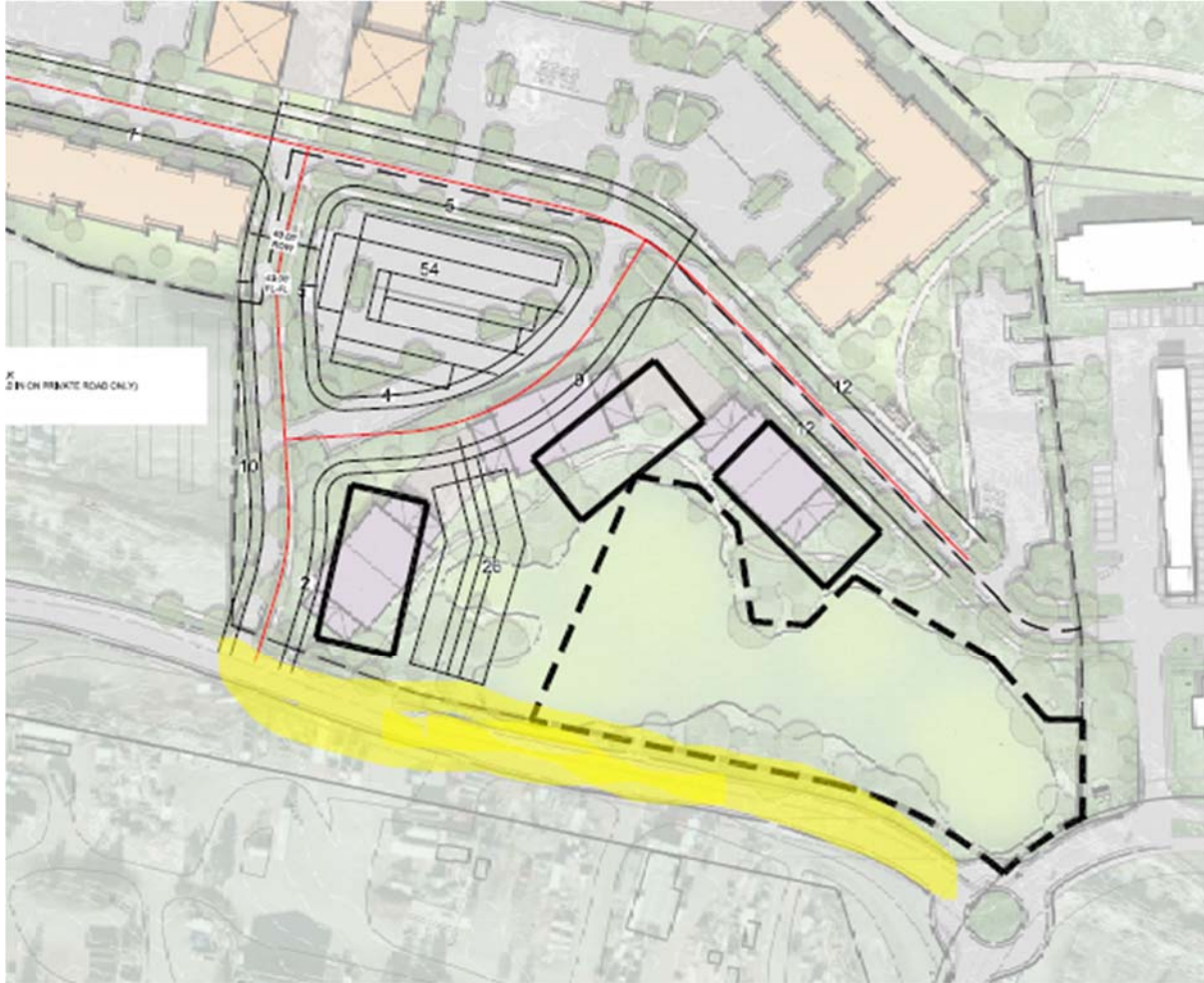


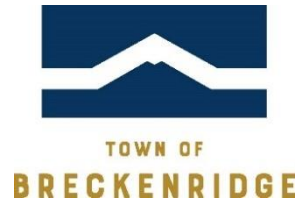
Exhibit D
Depiction of the Property

See attached.

Exhibit E

Form of Restrictive Covenant and Agreement

See attached.



Memo

To: Mayor and Town Council Members
From: Town Attorney
Date: August 12, 2021 (for August 24th meeting)
Subject: Resolution Amending Council Rules Re: Virtual Meetings

Enclosed is the resolution to amend the Council Procedures and Rules of Order regarding virtual meetings of the Council. The amended language is the same as you reviewed at your August 10th meeting.

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

1 ***FOR WORKSESSION/ADOPTION – AUG. 24***

2
3 RESOLUTION NO. _____

4
5 SERIES 2021

6
7 A RESOLUTION MAKING MISCELLANEOUS AMENDMENTS TO THE TOWN
8 COUNCIL “PROCEDURES AND RULES OF ORDER” CONCERNING VIRTUAL
9 MEETINGS OF THE COUNCIL

10
11 WHEREAS, Section 5.1 of the Breckenridge Town Charter provides that the Town
12 Council shall determine the rules of procedures governing its meetings; and

13
14 WHEREAS, the Town Council has previously adopted the “Council Procedures and
15 Rules of Order” (“**Rules**”) to establish written procedures for conducting Town Council
16 meetings; and

17
18 WHEREAS, Section 12.1 of the Rules provides that the Rules may be amended by the
19 vote of two-thirds of the Town Council; and

20
21 WHEREAS, the Town Council finds and determines that the Rules should be amended as
22 hereafter provided; and

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

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

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

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

36
37 Rule 4.15. Attendance at Town Council Meetings By Use of a Virtual Platform

- 38
39 A. Purpose. The purpose of this Rule 4.15 is to specify the circumstances under
40 which a member of the Town Council may participate in a regular, special, or
41 emergency meeting of the Town Council by use of a virtual platform. When used
42 in this Rule 4.15, the term “Council member” or “member” includes both the
43 Mayor and all other members of the Town Council.

1 B. Statement of General Policy. Because of the many benefits of attending a meeting
2 in person, it is the preference of the Town Council that members attend meetings
3 of the Town Council in person.

4 C. Attendance at Town Council Meeting By Use of a Virtual Platform.
5 Notwithstanding Section B of this Rule 4.15, any member of the Town Council
6 may elect to attend a regular, special, or emergency meeting of the Town Council
7 by use of a virtual platform for the following reasons:

8 1. Personal Health Reason. If a Town Council member reasonably
9 determines that his or her personal attendance at a Town Council meeting
10 would not be prudent because the member is ill or the member has other
11 personal health concerns such member may participate in a Town Council
12 meeting by use of a virtual platform. There is no limit on the number of Town
13 Council meetings at which a Council member may participate by use of a
14 virtual platform under this Section C1.

15 2. Other Reasons. A Town Council member may also participate in a Town
16 Council meeting by use of a virtual platform if the Council member is out of
17 Town or is otherwise unable to be physically present at the meeting. A Town
18 Council member may participate in Town Council meetings by use of a virtual
19 platform pursuant to this Section C2 not more than three (3) times in a
20 calendar year.

21 3. Executive Sessions. If the Town Council holds an executive session as
22 part of a meeting a member participating by a virtual platform shall also be
23 authorized to attend the executive session. A member participating in an
24 executive session using a virtual platform shall: (i) have a secure internet
25 connection, and (ii) certify that they are the only person in the room and that
26 no other person has access to the executive session. Any executive session
27 conducted under this Rule 4.15 shall be recorded electronically as provided
28 for by statute.

29 D. Additional Rules When Participation In a Town Council Meeting By Use of a
30 Virtual Platform Is Allowed. Whenever a Town Council member is allowed to
31 participate in a Town Council meeting by use of a virtual platform pursuant to this
32 Rule 4.15, the following special rules shall be observed:

33 1. The virtual platform to be used shall be Zoom unless another virtual
34 platform is approved by the Town Clerk.

35 2. All members of the Town Council and Town staff must be able to: (i) hear
36 one another clearly, (ii) communicate with one another, and (iii) hear or read
37 all documents and testimony in a manner designed to provide maximum
38 participation.

- 1 3. The member shall be in a physical location with good internet
2 connectivity. The Mayor is authorized to discontinue a member's participation
3 in a meeting if: (i) the member's use of the virtual platform results in delays,
4 (ii) the communication is unclear, or (iii) the member's virtual participation
5 otherwise interferes with the conduct of the meeting.
- 6 4. A Town Council member attending a meeting by use of a virtual platform
7 may fully participate in a quasi-judicial matter coming before the Town
8 Council at such meeting. For avoidance of doubt, such member shall have the
9 right to vote in connection with such quasi-judicial matter.
- 10 5. If possible, a member who elects to participate virtually in a meeting of
11 the Town Council pursuant to this Rule 4.15 shall notify the Town Clerk at
12 least two (2) days before the meeting so that arrangements can be made to
13 accommodate such member's virtual attendance at the meeting.
- 14 6. All votes of the Town Council shall be conducted by roll call.
- 15 7. Minutes of the meeting of the Town Council shall be taken and promptly
16 recorded, and such records shall be open to public inspection.
- 17 8. When a Town Council meeting is held by use of a virtual platform the
18 chair of the meeting must be present in the Town Council Chambers unless all
19 members of the Town Council participating in the meeting do so using the
20 virtual platform.
- 21 9. Full and timely notice shall be given to the public setting forth the time of
22 the meeting as required by Rule 4.3. Such notice shall include the fact that one
23 or more members of the Town Council may attend the meeting by use of a
24 virtual platform.
- 25 10. A member of the Town Council who participates in a virtual meeting of
26 the Town Council in accordance with this Rule 4.15 shall be considered to be
27 "present" at the meeting for all purposes, including, without limitation,
28 establishing a quorum. Such member shall also be entitled to vote on all
29 matters coming before the Town Council at the meeting as if such member
30 was physically present at the meeting.
- 31 11. Participation in a regular Town Council meeting by use of a virtual
32 platform in accordance with this Rule 4.15 shall not be considered to be a
33 "failure to attend" a regular Council meeting for determining whether a
34 vacancy in the office of the Mayor or a Council member has occurred under
35 Section 4.8(b) of the Town Charter.

1 E. The Town Council may provide reasonable accommodation and waive or modify
2 provisions of this Rule 4.15 for the benefit of members of the Town Council or
3 the public with a disability.

4 F. Members of the public may hear and view any virtual meeting of the Town
5 Council unless technical problems prevent them from doing so. Members of the
6 public desiring to communicate with the Town Council may do so by letter, e-
7 mail, or by attending a Town Council meeting in person.

8 Section 2. This resolution is effective upon adoption.

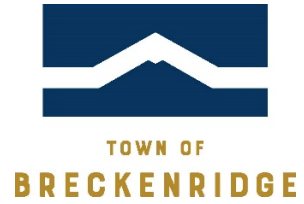
9
10 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2021

11
12 TOWN OF BRECKENRIDGE, a Colorado
13 municipal corporation

14
15
16
17 By: _____
18 Eric S. Mamula, Mayor

19
20 ATTEST:

21
22
23
24 _____
25 Helen Cospolich, CMC,
26 Town Clerk



Memo

To: Town Council
From: Rick G. Holman, Town Manager
Date: 8/17/2021
Subject: Resolution to Appoint Special Attorney (Glenn Porzak)

For many years Glenn Porzak has represented the Town of Breckenridge as our water rights attorney. The most recent law firm that Glenn was a partner in has dissolved and Glenn has started his own firm, Porzak Law, LLC. Attached to this memorandum is an engagement letter that would allow this firm to represent the Town in water related matters. The Town Charter allows the Council to appoint special counsel as need, this is typically done by a resolution which has been attached for your consideration.

1 **FOR WORKSESSION/ADOPTION – AUG. 24**

2
3 RESOLUTION NO. ____

4
5 Series 2021

6
7 A RESOLUTION APPROVING THE EMPLOYMENT OF PORZAK LAW, LLC AS
8 SPECIAL COUNSEL
9

10 WHEREAS, Section 8.1 of the Breckenridge Town Charter authorizes the Town Council
11 to employ special counsel to serve under the direction of the Town Council; and
12

13 WHEREAS, for many years Glenn Porzak, Esq. has served as the Town’s special counsel
14 with respect to water law matters; and
15

16 WHEREAS, Glenn Porzak has recently formed Porzak Law, LLC; and
17

18 WHEREAS, the Town Manager has recommended to the Town Council that the law firm
19 of Porzak Law, LLC be engaged as the Town’s special counsel for water law matters; and
20

21 WHEREAS, the Town Council finds and determines that the law firm of Porzak Law,
22 LLC be engaged as the Town’s special counsel for water law matters.
23

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

27 Section 1. The Town Manager is authorized, empowered, and directed to engage the law
28 firm of Porzak Law, LLC as the Town’s special counsel for water law matters In connection
29 therewith the Town Manager is authorized to execute a formal engagement letter with Porzak
30 Law, LLC on behalf of the Town, and if the Town Manager has executed such engagement letter
31 prior to the adoption of this resolution the Town Council ratifies and confirms the signing of
32 such engagement letter.
33

34 Section 2. This resolution is effective upon adoption.
35

36 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2021.
37

38 TOWN OF BRECKENRIDGE
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41
42 By: _____
43 Eric S. Mamula, Mayor
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1 ATTEST:

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Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

Porzak Law, LLC

A t t o r n e y · a t · L a w

1111 Spruce Street, Suite 303 · Boulder, Colorado 80302

Glenn E. Porzak
720-583-6270 Telephone
303-589-0909 Cell

porzaklaw@gmail.com
720-287-4248 Fax

Tuesday, August 17, 2021

Town of Breckenridge
c/o Rick Holman
Town Manager
150 Ski Hill Road
P.O. Box 168
Breckenridge, CO 80424

via email to:
rickh@townofbreckenridge.com

Re: Engagement Letter/Fee Agreement

Dear Rick,

On behalf of Porzak Law, LLC, I appreciate that the Town of Breckenridge desires to engage the firm regarding the Town of Breckenridge's water rights. The firm looks forward to working with the Council, the Town staff, and the Town's Attorney, and will pursue the Town's interests diligently in accordance with the highest ethical standards of the profession. This is the standard fee agreement and engagement letter of the firm. If this agreement is acceptable, please sign and return to our office so that the firm may represent the Town of Breckenridge on its water right matters. If there are any questions, do not hesitate to call.

The Town will be billed in six-minute increments and the firm will prepare and send out detailed invoices during the first week of each month showing the work performed during the previous month on a day-to-day basis. Payment of the invoiced amount is requested no later than the last day of the month in which the invoice is received. The right to assess interest at the rate of 1.5% per month on unpaid bills is reserved. Costs, expenses and fees are payable regardless of the outcome of any matter. In the event travel is required on the Town's behalf, it will be charged at regular rates for travel time. Hourly billing rates for the firm are attached and may be modified at the beginning of a new year.

Costs will often be incurred associated with federal express charges, filing fees, long distance calls, travel, and other "out of pocket" expenses in connection with the work for the Town. Such out-of-pocket expenses will be included in the monthly invoices for payment. Any unusual expenses, however, such as the use of an independent expert or professional or hiring of co-counsel, would only be incurred after the Town has approved the same.

The Town agrees that the firm may withdraw from this representation upon written notice being sent, if any bill is not paid within 60 days after mailing, if the Town refuses to follow the advice of the firm to the extent that it deems prejudicial to our continued relationship, or if the Town refuses to cooperate with the firm in its representation of any matter. Such withdrawal will be made only upon Court approval if it involves a litigation matter. All firm documents, files, information, or work product will be retained until payment is made to the extent allowed by Colorado law. It is agreed that the Town will bear all costs of the collection, including reasonable attorney's fees, if payments are not made as agreed herein.

If the foregoing is agreeable, please indicate approval on the line provided on this letter and return the executed letter to the above mailing address or email address. By signing this agreement, the Town engages the firm of Porzak Law, LLC to represent it on water right matters, the Town agrees to pay the invoiced costs and fees incurred in its representation on the Town's behalf, and the Town accepts all the terms of this letter agreement.

We look forward to working with the Town of Breckenridge on these matters. Please call with any questions.

Very truly yours,

PORZAK LAW, LLC



Glenn E. Porzak

READ AND APPROVED this ____ day of August, 2021.

TOWN OF BRECKENRIDGE

By: _____
Rick Holman

PORZAK LAW, LLC

2021 Hourly Billing Rates

Glenn Porzak	\$400.00
Legal Assistant	\$ 37.50



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: August 18, 2021
Subject: Planning Commission Decisions of the August 17, 2021 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, August 17, 2021:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

1. Chlipala Building Façade Modifications, 401 S. Main Street, PL-2021-0330

A proposal to modify the front (east) façade of the existing building, including removing the sloped glass covered entrance and replacing with a fully vertical façade featuring new windows, painted wooded 1x12 trim and stained half round wooden shingle siding to match the existing building, and a flat roof. The existing low brick wall is proposed to remain. There are no changes to the building's floor area, height, or to the site with this application. *Approved, see second memo.*

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Town Council
From: Chapin LaChance, AICP – Planner II
Date: August 18, 2021 for meeting of August 24, 2021
Subject: Chlipala Building Façade Modifications Class B Development Permit Application:
Planning Commission Approval Summary

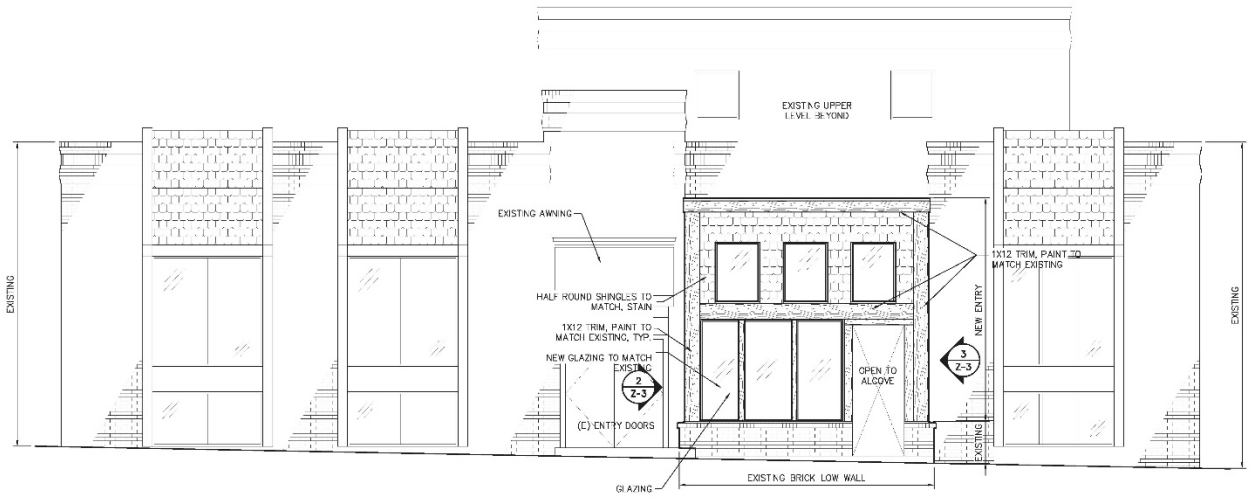
The Chlipala Living Trust proposes to modify the front (east) façade of the existing building (see Image 1 below), including removing the sloped glass covered entrance and replacing with a fully vertical façade featuring new windows, painted wooden 1x12 trim and stained half round wooden shingle siding to match the existing building, and a flat roof (see Image 2 below). The existing brick low wall is proposed to remain. There are not any proposed changes to the building's floor area, height, or to the site with this application. The application is classified as a Class B Development due to the extent of the proposed architectural change to a commercial building in the Historic District, and also because some leniency is requested by the applicant from certain recommendations and requirements of the Handbook of Design Standards. The Planning Commission reviewed and approved the application at a Combined Hearing on August 17, 2021 with a vote of 7-0, with Findings and Conditions of Approval, including two (2) additional Conditions of Approval regarding windows added by the Commission.

Additional detail on the application is available in the Planning Commission's online packet here: <https://www.townofbreckenridge.com/home/showpublisheddocument/20466/637644620998006572>.

Staff will be available at the meeting to answer any questions.



Image 1 (above): Photo of existing east elevation. Image 2 (below): Proposed east elevation modifications.



1 EAST ELEVATION
Z-3 SCALE: 1/4" = 1'-0"



Chlipala Building Modifications,
 401 S. Main Street,
 PL-2021-0330



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

Christie Mathews-Leidal Mike Giller Jay Beckerman Mark Leas (arrived at 5:38 p.m.)
Tanya Delahoz Steve Gerard Allen Frechter

APPROVAL OF MINUTES

With no changes, the August 3, 2021 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the August 17, 2021 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comments.

Mr. Leas made comments that the mask mandate for public meetings should not be required for vaccinated individuals. In his opinion, this is punishing those who were vaccinated since the CDC has such low transmission rates for vaccinated people.

OTHER MATTERS:

Ron Schuman Service Recognition

WORK SESSIONS:

1. ADU Code Updates Work Session (LS)

Mr. Sponable presented an overview of proposed changes to the Development Code in regards to Accessory Dwelling Units. The following specific questions were asked of the Commission:

1. Does the Commission have any comments or concerns on the proposed code changes?
2. Does the Commission favor ADUs on single family lots only? Duplex lots? Multifamily lots?

Commissioner Questions / Comments:

Ms. Delahoz: How is the rental rate dictated? (Mr. Sponable: It is set by the Town through the deed restriction process and is not specifically determined by this code. It is typically set by AMI; rate will ultimately be determined by the Town through the Housing division/Housing Committee.)

Mr. Gerard: Paragraph G, Page 13. Wouldn't the secondary entrance be "from" the exterior versus "to" the residence? Should there be more clarification on what is considered a lock-off. We may not be all the way there yet with the proposed code updates. (Mr. Sponable: There is a lot of gray area regarding lock off and how to define that.)

Mr. Leas: I echo Steve's comments. Section G is terribly written. Too ambiguous, need input from the design community. What we are really talking about is lock-offs. (Mr. Sponable: We need specific physical elements to specify in the Policy to make code determinations.)

Mr. Frechter: No questions.

Ms. Leidal: Can you bank positive points? (Ms. Puester: This would not effect existing ADUs only new proposals going forward. Points are valid for the term of the vesting period however.) I only support ADUs on single family lots. May have to clarify language pertaining to multi-family and duplex. In regard to wetbars it allows unlimited square footage for wetbars, I think people are taking advantage of that. Cooking facilities can be added very easily. The county limits size. Is a three month minimum enough? How will ADUs be rented. (Ms. Puester: This is covered in a covenant, which is very detailed, and we are hiring a deed

restriction compliance position in the Housing Division to better track these. The multifamily question is there because it's another opportunity for adding workforce housing for uses in older condos for example that have an old office or common area that is underutilized-we get that question occasionally. An older multifamily complex might have additional density that they could add an attached or detached ADU depending on the site configuration.) The County does not allow owners of the unit to use the ADU even if they meet the requirements of the covenant. (Ms. Puester: We would not allow owners to use the unit unless they meet the requirement. As far as the County placing people in unrented units for property owners, it is my understanding the County does not actively do that due to legal issues (not knowing if it is a good renter).)

- Mr. Giller: Would Section G. be better defined with illustrations similar to the Handbook of Design Standards? I echo what Christie said about the requirement to rent.
- Mr. Beckerman: Possibly consider adding language that legislates the potential for additions after the fact. I agree with Christie that ADUs should only be associated with Single Family Residences.
- Ms. Puester: Related to total area that Christie mentioned, I would like the Commission to weigh in on that, should it be calculated off of density or mass? Should it be limited to 3 or 6 months? We can add a provision for no 220 electricity.
- Mr. Truckey: We could address the positive points a bit better, clarifying how they could be used (to offset negative points associated with principal structure). Staff has worked hard on this including subsection G. and although it needs work it's proven to be a difficult issue to regulate (e.g., lockoff potential).
- Ms. Delahoz: ADUs should be limited to 6 months and only apply to Single families.
- Mr. Gerard: Maybe we want to keep the definition broad and not specific. The number one item is an exterior entrance and the ability to lock-off. I re-wrote section G. (areas of the primary dwelling which contain a secondary entrance from the exterior or from a common entryway which may include, but not limited to a mudroom, garage, or foyer, and is or could be with minor modifications, locked off from the primary dwelling shall be considered an accessory dwelling unit.). ADUs should be focused on single family home lots. We need to focus on mass and density. I prefer 6 months.
- Mr. Frechter: I think we should consider allowing ADUs on duplex and multi-family lots. I prefer a 6-month minimum. No comments on density or mass. Garage should not be counted (count only density). Decks and patio entrance designs may inadvertently be classified as ADUs.
- Mr. Leas: I favor simplifying the definition. I think patio doors could be an issue with Steve's proposed definition. I favor ADUs on SFH lots only. Cannot comment on Mass and density. Prefer 6 months.
- Ms. Leidal: Support only on SFH lots. Should limit 220. Density and Mass should both be counted. Prefer 6-month minimum.
- Mr. Giller: Provide diagrams. 1,200 sq. ft. maximum density. Allow on all types of properties. Should be 6 months.
- Mr. Beckerman: Should debate density vs. mass. Prefer 6 months. Should be limited to SFHs. I encourage Town Council to weigh in on their feelings.

COMBINED HEARINGS:

1. Chlipala Building Façade Modifications (CL), 401 S. Main Street, PL-2021-0330

Mr. LaChance presented a proposal to modify the front (east) façade of the existing building, including removing the sloped glass covered entrance and replacing with a fully vertical façade featuring new windows, painted wooden 1x12 trim and stained half round wooden shingle siding to match the existing building, and a flat roof. The existing brick low wall is proposed to remain. There are not any proposed changes to the building's floor area, height, or to the site with this application.

Peter Chlipala, Applicant: Building was repainted two years ago. The three windows will be all the same size.

All proposed windows will be wood framed windows. The three upper windows are to the lofted space and provide light to the ski shop level.

Public Comment

Jim Beck, owner of Columbine Square at 325 S. Main: The renovation is an improvement and will match the flat roof entrance of our building next door. I support the proposed project.

Commissioner Comments:

Ms. Delahoz: No comments, fully support the project.

Mr. Gerard: This is going to look a lot better. Would prefer the lighting be upgraded and all siding improved if we were looking at an application for the whole building. I hope the windows are not going to be crammed together and there is some spacing between them to separately identify them.

Mr. Frechter: I like the project and approve of it. I like that it adds some irregularity. I am concerned about a tenant of the residential unit upstairs trying to climb down on to the proposed flat roof, but that is just a safety issue.

Mr. Leas: No further comments or questions.

Ms. Leidal: I recognize that this is a non-historic building that predates our historic design standards. I appreciate you are doing as much as you can. Should we add a condition to memorialize the window matching and sizing? (Mr. Gerard: Yes).

Mr. Giller: No further comments or questions.

Mr. Beckerman: I understand the urgency of the proposed work and I would support a motion to approve with the Conditions mentioned.

Mr. LaChance: Read two additional conditions into the record to be re-numbered thereafter. New Condition #11: *Prior to issuance of a Building Permit, the final plans shall specify the proposed window framing to match the existing window framing on the remainder of the building.* New Condition #12: *Prior to issuance of a Building Permit, the final plans shall specify the three windows proposed on the lower level to be equal in all dimensions.*

Mr. Gerard made a motion to approve the Chlipala Building Façade Modifications with the additional two conditions read into the record, seconded by Ms. Delahoz. The motion passed 7 to 0.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:30 pm.

Jay Beckerman, Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

August 2021

Tuesday, August 24th, 2021	3:00 pm / 7:00 pm	Council Chambers	Second Meeting of the Month
August 26th & 27th, 2021	CAST Conference		Telluride, CO

September 2021

September 4th, 2021	Rubber Duck Race		Blue River
Tuesday, September 14th, 2021	3:00 pm / 7:00 pm	Council Chambers	First Meeting of the Month
September 15th - 20th, 2021	Breck Film Festival		Throughout Town
September 22nd - 24th, 2021	Colorado Municipal League Conference		Westminster, CO
September 24th - 26th, 2021	"Oktoberfest"		Riverwalk Center
September 25th, 2021	RAM Walk		Carter Park
Tuesday, September 28th, 2021	3:00 pm / 7:00 pm	Council Chambers	Second Meeting of the Month

October 2021

October 12th, 2021	Noon - 7:00pm	Council Chambers	Budget Retreat
Tuesday, October 12th, 2021	7:00 pm	Council Chambers	First Meeting of the Month
Tuesday, October 26th, 2021	3:00 pm / 7:00 pm	Council Chambers	Second Meeting of the Month

Other Meetings

August 23rd, 2021	Breckenridge Creative Arts	3:00pm
	Open Space & Trails Meeting	5:30pm
August 24th, 2021	Board of County Commissioners Meeting	9:00am / 1:30pm
August 25th, 2021	Summit Stage Transit Board Meeting	8:15am
August 26th, 2021	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest CO Council of Governments	10:00am
	RW&B Board Meeting	3:00pm
September 1st, 2021	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
September 7th, 2021	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
September 8th, 2021	Breckenridge Heritage Alliance	Noon
September 9th, 2021	I-70 Coalition	10:00am
	Upper Blue Sanitation District	5:30pm
September 14th, 2021	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am



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 16th, 2021	Transit Advisory Council Meeting	8:00am
September 20th, 2021	Social Equity Advisory Commission Breckenridge Creative Arts	9:00am 1:00pm
September 21st, 2021	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
September 22nd, 2021	Summit Stage Transit Board Meeting Summit Combined Housing Authority	8:15am 9:00am
September 23rd, 2021	Breckenridge Tourism Office Board Meeting RW&B Board Meeting	8:30am 3:00pm
September 27th, 2021	Open Space & Trails Meeting	5:30pm
September 28th, 2021	Board of County Commissioners Meeting	9:00am / 1:30pm
October 5th, 2021	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
October 6th, 2021	Breckenridge Events Committee Childcare Advisory Committee	9:00am 3:00pm
October 12th, 2021	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
October 13th, 2021	Breckenridge Heritage Alliance	Noon
October 14th, 2021	I-70 Coalition Upper Blue Sanitation District	10:00am 5:30pm
October 18th, 2021	Social Equity Advisory Commission	9:00am
October 19th, 2021	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
October 21st, 2021	Transit Advisory Council Meeting	8:00am
TBD	Water Task Force Meeting Art Installation Meeting QQ - Quality and Quantity - Water District	8:00am 2:00pm 1:15pm