



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting

Tuesday, November 23, 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 - NOVEMBER 9, 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. 29, SERIES 2021 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2022*

2. *COUNCIL BILL NO. 30, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 9, OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE BRECKENRIDGE DEVELOPMENT CODE, CONCERNING EXTERIOR ACCESSORY DWELLING UNITS*

3. *COUNCIL BILL NO. 31, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 9, OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE BRECKENRIDGE DEVELOPMENT CODE, CONCERNING EXTERIOR LOUDSPEAKERS*

4. *COUNCIL BILL NO. 32, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE ANNUAL*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2021

1. *COUNCIL BILL NO. 33, SERIES 2021 - AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER, A COLORADO NONPROFIT CORPORATION*

B. RESOLUTIONS, SERIES 2021

1. *RESOLUTION NO. 29, SERIES 2021 - A RESOLUTION ADOPTING THE 2020 BUDGET AND MAKING APPROPRIATIONS THEREFOR; AND APPROVING THE 2022-2026 CAPITAL IMPROVEMENT PLAN*

2. *RESOLUTION NO. 30, SERIES 2021 - RESOLUTION APPROVING GRANT APPLICATION WITH BUREAU OF RECLAMATION*

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

B. BRECKENRIDGE GRAND VACATIONS DE NOVO HEARING WRITTEN DECISION

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 NOVEMBER, DECEMBER AND JANUARY

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of November 9, 2021 to order at 7:00pm. The following members answered roll call: Ms. Saade, Ms. Gigliello, Mr. Carleton, Ms. Owens, Mr. Kuhn, Mr. Bergeron, Ms. Owens and Mayor Mamula. Ms. Owens participated virtually.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – OCTOBER 26, 2021

With no changes or corrections to the meeting minutes of October 26, 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.

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

B) BRECKENRIDGE SKI RESORT UPDATE

Ms. Jody Churich, COO of Breckenridge Ski Resort, stated the Ski Resort is making snow and will be opening on Friday. She further stated they are kicking off the 60th anniversary on Thursday morning with operations through Memorial Day, and late season operations will be on Peaks 6, 7 and 8. She further stated there will be no reservations this year to ski, but dining reservations are required and vaccinations are required to sit and dine or purchase food. She stated the new Freedom Superchair is on schedule to open in early December, and Epic Promise updates include windfarm energy and donations to local organizations. She stated proof of vaccination will be accepted in most forms.

C) BRECKENRIDGE RESORT CHAMBER

Ms. Lucy Kay, Director of the BTO, stated room nights and ADRs in 2021 were up over 2020 and 2019. She further stated occupancy was at approximately 37% overall, and we are running about 33% ahead for winter bookings, specifically for the holidays. She clarified that travel in general is more expensive, so that is why ADRs are up and they are likely to remain that way. She further stated tomorrow is the winter preview and we have about 100 people registered for the virtual meeting. She stated the BTO has hired Lauren Swanson from the Welcome Center for PR and Marketing, and for the third time they have won outstanding travel website by Web Marketing awards. Ms. Kay stated Ullr Fest is happening in December.

V) CONTINUED BUSINESS

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

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2021

1) COUNCIL BILL NO. 29, SERIES 2021 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2022

Mayor Mamula read the title into the minutes. Mr. Waldes stated this ordinance would set the mill levy for 2022. He further stated the mill levy has not changed in many years.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 29, SERIES 2021 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2022. Ms. Saade seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 30, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 9, OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE BRECKENRIDGE DEVELOPMENT CODE, CONCERNING EXTERIOR ACCESSORY DWELLING UNITS

Mayor Mamula read the title into the minutes. Ms. Puester stated this ordinance would make a number of changes to the development code related to exterior ADUs, including wet bars, and other items as discussed at work session. She further stated she will reword the wet bar definition before second 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. 30, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 9, OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE BRECKENRIDGE DEVELOPMENT CODE, CONCERNING EXTERIOR ACCESSORY DWELLING UNITS. Ms. Gigliello seconded the motion.

The motion passed 7-0.

- 3) COUNCIL BILL NO. 31, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 9, OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE BRECKENRIDGE DEVELOPMENT CODE, CONCERNING EXTERIOR LOUDSPEAKERS

Mayor Mamula read the title into the minutes. Mr. Mark Truckey stated this ordinance would require a permit for loudspeakers, and we may need to make an additional provision about musical events.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 31, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 9, OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE BRECKENRIDGE DEVELOPMENT CODE, CONCERNING EXTERIOR LOUDSPEAKERS. Mr. Carleton seconded the motion.

The motion passed 7-0.

- 4) COUNCIL BILL NO. 32, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE ANNUAL ACCOMMODATION UNIT REGULATORY FEE

Mayor Mamula read the title into the minutes. Mr. Holman stated this ordinance would create a new regulatory fee for short term rentals that would assess a fee per bedroom as specified in the ordinance. He further stated this is a fee that would be held in a separate account, and would be used to help defray costs of the program, including licensing and enforcement. He stated the discussion at the work session included allowing this fee to be assessed "up to" the fee specified in the ordinance, and adding language to exempt a primary residence that rents for less than 3 weeks during a year.

Mayor Mamula opened the public hearing.

Andrew Prous, a short term rental owner, stated his family uses STRs to supplement the cost of the house. He further stated he contributes to the community by using local services and paying taxes, and by bringing people here. He further stated long-term renting isn't an option. He stated this is a high amount to charge and he would urge Council not to put this fee on homeowners.

Susanna Chlipala, a local resident, stated the last year was hard on homeowners and she is interested in hearing how this fee would work for those who rent 3 weeks or less during the year. She further stated there has to be land to build apartments for workers.

Mr. Bob Barto, representing Beaver Run Resort, stated Beaver Run has been doing the same thing for 30 years and was built for tourism. He stated the developer was required to build a 35-room apartment in 1979, and since 2015 our HOA owns 30 of the 35 units

outright and we can offer these units for our employees. He stated he encourages Council to provide incentives for businesses doing the right thing.

Ms. Trace Kaler, a property manager, stated this fee is exorbitant and our homeowners do a good job and don't cause issues. She stated she would like to see more housing in town, and she doesn't feel the amount of money the Town will make on this fee will be spent in the right way.

Ms. Carla Williams-Koch, a property manager, Council has a lot of data that came out quickly, and these are large numbers. She stated the properties will sit vacant if they aren't used, and these fees are equal to almost a third of the cost of the homes.

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

Mr. Carleton stated he believes we need to get this done, but would like to phase it in over time. He stated he recommends passing this ordinance on first reading with amendments, including allowing primary residences to rent up to 21 days a year without incurring a fee, and for the first year he would propose a \$400 per bedroom fee with the ability to change it the following year. He suggested changing the verbiage to read "up to" the suggested fee.

Ms. Owens stated we are in a housing crisis and we want to make a difference today and the Town should have this in place December 1.

Mr. Kuhn stated he would like to postpone this ordinance until after the Advisory Task Force reviews it.

Ms. Gigliello stated she agreed with Mr. Carleton.

Ms. Saade stated she believes it's a good start and generally in the right direction. She further stated there needs to be an exemption for primary residents, and she would like the advisory group to review this first.

Mr. Bergeron stated he would like to exclude from this fee primary homeowners who rent less than 3 weeks out of the year. He also stated he would like this ordinance to be done around the New Year. He stated these homes are not paying commercial taxes.

Ms. Gigliello stated she would like the committee to review exemptions and incentives for places like Beaver Run Resort.

Mayor Mamula stated this is just first reading. He further stated Mr. Barto is one of the few people that has provided that level of housing for employees, and he would like the Advisory Committee to look at this ordinance. He further stated this money helps fund deed restrictions, and the Town is part of the Landing Locals program, and we are building 80 units right now and are building 200 units next year. He further stated the Town has built over 1,000 units in the past 10 years.

Mr. Holman stated it's difficult to pass an ordinance and make changes to it after the fact. He stated some of these things we can solve easily, and some we can't. So we can move forward and you can either pass this on first reading or table it for another meeting. He clarified that this fee replaces the current fee people have been paying.

Mr. Carleton stated property tax is set by the State and that's not something we can administer. He further stated the town's water fees are the same for primary and secondary residences.

Ms. Kirsten Crawford stated it's not best practice to make changes on first reading.

Council asked to make changes to first reading to have the fee read "up to" the amount listed in the ordinance, to add an exception for primary residents to rent up to 21 days per year, and to set the per bedroom rate at \$400, to be discussed again at the budget meeting next year.

Mr. Bergeron moved to approve COUNCIL BILL NO. 32, SERIES 2021 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 4 OF THE BRECKENRIDGE

TOWN CODE CONCERNING THE ANNUAL ACCOMMODATION UNIT REGULATORY FEE. Mr. Carleton seconded the motion.

The motion passed 5-2. Mr. Kuhn and Ms. Saade voted no.

- B) RESOLUTIONS, SERIES 2021
- C) OTHER
- 1) 2022 PROPOSED BUDGET AND 2022-2026 CAPITAL IMPROVEMENT PLAN PUBLIC HEARING

Mayor Mamula introduced the 2022 Budget and Capital Improvement Plan Public Hearing. Mr. Brian Waldes stated this is a brief hearing for the 2022 budget and details about budget changes from the retreat are included in the packet.

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS
Mayor Mamula declared the Planning Commission Decisions would stand approved as presented.

- B) DE NOVO PUBLIC HEARING – BGV PROJECT
Mayor Mamula introduced the DE NOVO PUBLIC HEARING – BGV PROJECT. Mayor Mamula read into record the hearing script. He stated the applicant is represented by Mr. Mike Dudick. He further stated Mr. Chris Kulick will present the application on behalf of the Town.

Mr. Kulick introduced the application, including maps of the proposed project area, which detailed buildings, a public park, townhomes, a gondola and a parking structure. He stated other programming items include a roundabout and new sidewalks. He further clarified that the prepared point analysis notes in the memo did not reflect the final vote of the Planning Commission, which was a unanimous 6-0 vote. He stated this project is a master plan governed by 39A and this type of development requires a master plan. Mr. Kulick stated height will be governed under an absolute policy, density is already established, parking is required by current code, and general architectural guidelines fall under Policy 5R. He further stated other policies such as workforce housing are not reviewed under this master plan, and for each site to be developed in the future, they would need to be reviewed for site-specific approval by the Planning Commission.

Mr. Bergeron asked about how much housing would be required to be built for this project, and Mr. Kulick stated it would need to house about 25 employees on-site and the rest off-site, based on current calculations. Mr. Carleton asked about the gondola, and if it will be a detachable gondola, and what the capacity and hours would be. He encouraged the gondola details to be documented in the plan. Ms. Saade asked who will be building and maintaining the gondola? Mr. Bergeron asked about the timing of the project, and Mr. Kulick explained the Gold Rush Lot would be finished first to replace parking, and the wetlands dedication would take place before getting a CO, and item #4 on that list would be construction of the duplex units. Ms. Saade stated she was concerned about outdoor rooftop decks and wondered if that would fall under site-specific review. Mr. Kulick stated the design is based on current designs of similar BGV buildings. Ms. Owens stated she is concerned about transit, and about the gondola moving people across Park Avenue. Mr. Kulick explained we explored other options and the gondola concept rose to the top because people don't have to walk, and we believe enough people would use it because it will be quicker and easier. Ms. Owens stated she was also concerned about traffic flow in an already congested area. Mr. Kulick explained the roundabouts will make the traffic safer and more fluid in that area. Mr. Carleton asked about the height restriction on the lot with the gondola, and Mr. Kulick stated it is 26 feet with an additional story for -10 points, and it is absolute at three stories. Mr. Carleton asked about the gondola being higher than the absolute policy, and Mr. Kulick stated the applicant asked about an exemption for the lift complex.

The applicant did not have questions for staff. The applicant made their presentation. Mr. Dudick stated they have been through rigorous public engagement and scrutiny to make this project better and he would like to clear the air about misinformation in the community. He stated having the master plan is an important part of providing clarity for this application and we want to be a community player. He stated 143 units of density have been on these three parcels for decades and

Town Code delineates residential equivalent for SFEs. Mr. Dudick stated there has been vocal opposition to this development, but the density isn't discretionary and was included in previous master plans, and recorded in a covenant. He stated we want to create the most community benefit out this Master Plan, which passed with +10 points. He stated the Master Plan creates a roundabout, safer pedestrian circulation, workforce housing, and open space dedication, among other things, and we can add the gondola to the master plan. He stated we have had virtual open houses, letters of support (57) and against (20), including the neighborhood of the Woods, adjacent to the development. He also stated we received a long letter from Mr. Himmelstein, which is a collection of falsehoods and his positions were rejected by staff, Planning Commission and Town Council. Mr. Dudick stated many people are confused by the process, but Council has a responsibility to assess if this master plan fits. Mr. Dudick then reviewed the history of the project through staff and Planning Commission approval. Mr. Dudick then made the case for additional points for the gondola, the roundabout and the addition of sidewalks. He concluded by saying the Master Plan "fits".

Ms. Gigliello stated she is worried about the location of the gondola structure because people would need to walk away from the direction they want to go to load the gondola. Mr. Dudick stated it's an engineering decision, and Mr. Graham Frank, representing BGV, clarified the cables can't sag too much over the road. Mr. Carleton asked about the carrying capacity of the cabins, and Mr. Dudick stated it would be a comfortable amount. Mr. Carleton stated if we aren't working with BGV in the future, we need to document all of these conditions in the master plan, and this includes detachable cars and operating hours that mirror the BreckConnect. Mr. Dudick stated he can commit to detachable cars, and gondola winter hours, but not to summer hours at this point.

Mayor Mamula stated we need to focus on what language could go into the master plan that would be approved regarding the gondola. Mr. Carleton stated the gondola would need to run if the parking garage is more than 20% full and Mr. Dudick agreed. He also stated the parking for the guests would be under the buildings. Mr. Carleton asked about the project concept on the document and the paradigm shift of building heights as mentioned in the plan. Mr. Dudick stated the design was inspired by current Town buildings and stated they can take out that clause. Mr. Carleton asked about the absolute height of the building and the control room height for which they are seeking exceptions. Mr. Kuhn asked about the Riverwalk Design elements by the river and Mr. Dudick stated he would like to collaborate on that effort for the benefit of the community.

Mr. Carleton stated he was concerned about protecting the wetlands and Mr. Dudick stated he is willing to add a condition to address that.

Mayor Mamula stated he is concerned about a gradual height increase from east to west with the townhomes, although that is for the site plans to address in detail.

Mayor Mamula opened the public hearing.

There were no comments and the public hearing was closed.

Mr. Carleton stated we all know each other and this is a big project in a busy part of Town, and this needs to be done within the code and we need to protect those wetlands. He further stated the park by the gondola is nice, and he'd like to make the design part of the master plan. He further stated the roundabout wasn't a high priority in the CIP, but when we built the parking structure we committed to build the roundabout on Watson. He also stated he believes the gondola warrants 2 points because it won't capture as many people as we think since it's on the 3rd story of the structure.

Ms. Saade stated she appreciates that the applicant provided the background for this project. He further stated she disagrees with 25R and would give it +4 points instead of +6.

Mr. Bergeron stated he thinks this passes the code and he would prefer BGV to build this, even though he doesn't really want the development at all.

Ms. Gigliello thanked the applicant for the work on this project. She stated she would rather there be a gondola than not, but she is concerned about how it will work and if she were to amend the points it would be +4 for 25R.

Mr. Kuhn thanked the applicant for the plan and agreed the changes will help make it stronger.

Mr. Owens stated this has been a helpful conversation and she appreciates that everyone has tried to find a solution to get people across the road. She stated she encourages more

thought on how to do this best, and the gondola is a great attempt and it looks better than buses. She stated she would support +4 points for 25R as a change. Mayor Mamula asked to clarify the gondola operation language and the responsibility for the park, and suggested removing flowery language on the master plan. He also stated many people don't understand how many SFEs originally lived on those parcels and how big this development could have been. Mayor Mamula stated he doesn't really want to see development but we are charged with following the code and the details will be in .

Mr. Carleton made a motion to amend the points analysis for the BGV Project as discussed with 4 points awarded for Policy 25R. Ms. Saade seconded the motion. The motion passed 6-1. Mr. Bergeron voted no.

Mayor Mamula made a motion to approve the BGV Project, with the addition of language specific to a gondola operational plan and specifics about the park (to be included in a document to be formally approved at the November 23 Council meeting). Mr. Bergeron seconded the motion. The motion passed 7-0.

VIII) REPORT OF TOWN MANAGER AND STAFF

No report.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

CAST/MMC

- A. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
- B. BRECKENRIDGE TOURISM OFFICE
- C. BRECKENRIDGE HERITAGE ALLIANCE
- D. BRECKENRIDGE CREATIVE ARTS
- E. BRECKENRIDGE EVENTS COMMITTEE
- F. CHILD CARE ADVISORY COMMITTEE
- G. WORKFORCE HOUSING COMMITTEE
- H. SOCIAL EQUITY ADVISORY COMMISSION

Mr. Kuhn stated the rotary snowplow repair is underway.
Ms. Saade stated they attended a CMC English Learners class and it was a good experience. Mr. Carleton and Ms. Gigliello echoed that sentiment.

X) OTHER MATTERS

XI) SCHEDULED MEETINGS

- A) SCHEDULED MEETINGS FOR OCTOBER AND NOVEMBER

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:50pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor



Memo

To: Breckenridge Town Council
From: Brian Waldes, Finance Director
Date: 11.1.21
Subject: 2022 Property Tax Mill Levy

Please find attached the ordinance setting the mill levy within the Town of Breckenridge for 2022 at 5.07 mills. The ordinance is submitted for second reading.

The 5.07 mill levy is the amount the Town is authorized to impose, and cannot be increased without an election. For the 2021 budget year, we are forecasting the 5.07 mill levy to result in property tax revenues of \$4.255.

The 5.07 mills are for the purpose of defraying the expenses of the General Fund.

**FOR WORKSESSION/SECOND READING – NOV.
23**

COUNCIL BILL NO. XX

Series 2021

**AN ORDINANCE SETTING THE MILL LEVY WITHIN THE
TOWN OF BRECKENRIDGE FOR 2022**

WHEREAS, the Town Council of the Town of Breckenridge has determined that a mill levy of 5.07 mills upon each dollar of the assessed valuation of all taxable property within the Town of Breckenridge is needed to balance the 2022 Town budget.

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

Section 1. For the purposes of defraying the expense of the General Fund of Breckenridge, Colorado for the fiscal year 2022, there is hereby levied a tax of 5.07 mills upon each dollar of assessed valuation for all taxable property within the Town of Breckenridge.

Section 2. The Town Clerk is authorized and directed, after adoption of the budget by the Town Council, to certify to the Board of County Commissioners of Summit County, Colorado, the tax levies for the Town of Breckenridge, Colorado as herein set forth.

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

INTRODUCED, READ ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN FULL this 23rd day of November, 2021. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 23rd day of November, 2021, at 7:00 p.m., or as soon thereafter as possible.

ATTEST:

TOWN OF BRECKENRIDGE

_____/s/_____
Helen Cospolich, Town Clerk

_____/s/_____
Eric Mamula, Mayor

APPROVED IN FORM

_____/s/_____
Town Attorney Date

Memo



To: Town Council
From: Julia Puester, AICP, Asst. Community Development Director
Date: November 16, 2021 for November 23, 2021 meeting
Subject: Second Reading: Accessory Dwelling Unit Code Update

The Planning Commission made recommendations to the Town Council to address concerns with recent projects in which primary homes have been designed with living areas that technically do not meet the current Accessory Dwelling Unit (ADU) definition and could easily be converted into an illegal separate living area which would be required to be deed restricted for local workforce if it were an ADU. In addition to clarifying the definitions and ADU requirements, the policy also provides incentives for owners to construct ADUs including increased positive points. The Town further incentivizes ADUs administratively through fees waivers for water service, development review and building fees.

The Council reviewed the recommendations at the October 26 work session and had a first reading on November 9. At the first reading, the Council identified some grammatical corrections and clarification to the wet bar definition needed prior to second reading.

Since the first reading, the Town Attorney and staff met to discuss revisions, it was decided that a reformatting of the ordinance was the best way to move forward to second reading.

There are no corrections of substance proposed however, the ordinance has been revised to:

1. Create a new Policy 51(Absolute) Accessory Dwelling Unit which has the requirements for an ADU, previously under definition section 9-1-5 of an Accessory Dwelling Unit.
2. Clarify what features are not allowed in the wet bar definition. (Note: The existing code definition of a kitchen states that only one kitchen is allowed per dwelling unit. Therefore, should a primary dwelling unit have a kitchen, the home would only be able to add a wet bar per that definition. Should an additional kitchen be added, it could only be for an ADU).

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

COUNCIL BILL NO. ____

Series 2021

AN ORDINANCE AMENDING CHAPTER 1, TITLE 9, OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE BRECKENRIDGE DEVELOPMENT CODE, CONCERNING ACCESSORY DWELLING UNITS.

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

Section 1. That Section 9-1-5, **Definitions**, of the Breckenridge Development Code shall be amended by deleting the language stricken and adding the language underlined, to read as follows:

9-1-5: DEFINITIONS:

Class D - Major:

A. New single-family, duplex structure, or major remodel outside of the Historic District, with or without an accessory ~~apartment~~ dwelling unit, including, without limitation, master planned property with multiple single-family and duplex structures, except where the proposed development either:

1. Warrants the assessment of any negative points based upon the director's preliminary assessment at the time the application is initially filed; or

2. Is located on a lot, tract, or parcel without a platted building or disturbance envelope outside of the conservation district as defined in section 9-1-19-4A of this chapter (mass).

A class D - major permit application that meets the conditions described in subsection A1 or A2 of this definition shall be reclassified as a class C development permit application.

B. Those wireless communication facilities permit applications described in section 9-1-19-50A, subsection D(2), of this chapter.

C. Accessory dwelling units except when the permit application meets the conditions described in subsection A1 or A2 of this definition, in which case the application shall be reclassified as a Class C development permit application.

1 **Section 2.** That Section 9-1-5, **Definitions**, of the Breckenridge Development Code
2 shall be amended by deleting the language stricken and adding the language underlined, to
3 read as follows:

4 RESIDENTIAL USE: A residential use refers to the occupancy of a dwelling unit as living
5 quarters.

6 Accessory Dwelling Unit: A dwelling unit located on the same parcel of land as a the primary
7 unit that is secondary in size and use to the primary unit. An accessory dwelling unit may have a
8 separate kitchen from the primary unit and may be attached or detached from the primary unit.

9 Only one accessory dwelling unit is allowed per primary unit. ~~An accessory dwelling unit shall~~
10 ~~meet the following criteria:~~

11 An Accessory Dwelling Unit exists if:

12 A. An area in the residence has a separate access from the primary dwelling access
13 whether through an entryway, mudroom, foyer, garage, outdoors, and direct access to
14 parking; and,

15 B. The area in the residence has a wet bar **and** has two or more of the following features:

16 1. Can be converted into a separate dwelling unit with a minor internal or external
17 modification (e.g. the addition of a doorway to close off a hallway or the creation
18 of a new exterior access);

19 2. Has a potential sleeping room as defined by the International Residential Building
20 Code; and/or

21 3. Has a full bathroom (e.g. shower or bathtub, toilet and sink).

22 C. It is a detached structure containing density, it shall be considered an accessory
23 dwelling unit unless no domestic water service is provided. If, however, an owner
24 executes a restrictive covenant that prohibits the detached structure from being used as
25 a short term rental unit, then domestic water service can be provided.

26
27 ~~An accessory dwelling unit may have a separate kitchen from the primary unit and may be~~
28 ~~attached or detached from the primary unit. Only one accessory dwelling unit is allowed per~~
29 ~~primary unit. An accessory dwelling unit shall meet the following criteria:~~

30 ~~—1. The total area of the accessory dwelling unit is no greater in size than one-third (1/3) of the~~
31 ~~total density of the primary unit.~~

32 ~~—2. The total area of the accessory dwelling unit is no greater in size than one thousand two~~
33 ~~hundred (1,200) square feet.~~

DRAFT FOR WORK SESSION ON 11.23.21
SECOND READING 11.23.21

- 1 ~~—3. Legal title to the accessory dwelling unit and primary unit is held in the same name.~~
2 ~~—4. An accessory dwelling unit may only be occupied by persons employed at least thirty (30)~~
3 ~~hours per week in Summit County with a lease term of not shorter than three (3) months.~~
4 ~~—5. All permits issued for accessory dwelling units shall include the requirement that the~~
5 ~~property owner record a covenant restricting the use and occupancy of the property. The covenant~~
6 ~~shall grant enforcement power to the Town of Breckenridge or an authorized designee approved~~
7 ~~by the Town.~~
8 ~~—6. An accessory dwelling unit shall not be occupied by a family member unless said individual~~
9 ~~meets the employment requirement in subsection 5 of this definition.~~
10 ~~—7. Accessory dwelling units shall not be used as a short term rental as defined under Lodging~~
11 ~~Services within chapter 3-1-2 of this code.~~
12 ~~—8. All detached structures containing density shall be considered an accessory dwelling unit,~~
13 ~~for purposes of this Code, unless no domestic water service is provided.~~
14 ~~—9. Attached additions which contain both density and an exterior entrance shall be~~
15 ~~considered an accessory dwelling unit, unless an interior connection to the primary unit is~~
16 ~~provided.~~

17

18 **Section 3.** That Section 9-1-5, **Definitions**, of the Breckenridge Development Code
19 shall be amended by adding the language underlined, to read as follows:

20

21 WET BAR: An area of a common room (living room, great room, dining room, entertainment
22 room, etc.) within a primary dwelling unit used for the storage of food that may include (but not
23 required to install) a refrigerator, a sink, dishwasher, cabinets, microwave, and/or a countertop,
24 but shall not include a cooktop or oven. Wet bars shall be within common rooms with areas
25 larger than three hundred (300) square feet. Hallways shall not be considered in calculation of
26 square footage and a wet bar shall not be located within a hallway. A wet bar may not include
27 the installation of 220 Volt electrical service. Exception: A wet bar associated with an accessory
28 dwelling unit is considered a kitchen and shall not have cooktop, size or voltage restrictions.

29 **Section 4.** That a new Section 9-1-19-51A: POLICY 51 (ABSOLUTE) ACCESSORY
30 DWELLING UNIT be adopted by adding the language underlined as follows:

31 9-1-19-51A: POLICY 51 (ABSOLUTE) ACCESSORY DWELLING UNIT

32 An Accessory Dwelling Unit shall meet each of the following criteria:

33 A. Be no greater in size than the lesser of:

34 1) one-third (1/3) of the total density of the primary unit; or,

DRAFT FOR WORK SESSION ON 11.23.21
SECOND READING 11.23.21

- 1 2) one thousand two hundred (1,200) square feet;
2 B. Conform with 9-1-19-3A: Policy 3 (Absolute) Density/Intensity and 9-1-19-4A: Policy 4
3 (Absolute) Mass;
4 C. Title must be held in the same name as the owner of the primary unit;
5 D. Lessees, including any other occupants and/or family members, must be employed at
6 least thirty (30) hours per week in Summit County;
7 E. Lease term must be for a period of time not less than six (6) consecutive months in a year;
8 F. A covenant must be recorded by the owner upon the terms and conditions approved by
9 the Town including, but not limited to, restricting the use and occupancy of the property at a
10 rental rate of 120% maximum of the area median income;
11 G. Not be used as an accommodation unit as that term is defined under 4-1-2 of this code;
12 and,
13 H. Not be left vacant for a period of thirty (30) or more consecutive days. The Town, may,
14 in its sole and absolute discretion, and in addition to any other remedies, require that the
15 accessory dwelling unit be offered for rent.

16 **Section 5.** That Section 9-1-19-24R of the Breckenridge Development Code shall be
17 amended by deleting the language stricken and adding the language underlined, to read as
18 follows:

19 9-1-19-24R: POLICY 24 (RELATIVE) SOCIAL COMMUNITY:

- 20 A. Employee Housing: It is the policy of the Town to encourage the provision of employee
21 housing units in connection with commercial, industrial, and multi-unit residential developments
22 to help alleviate employee housing impacts created by the proposed uses. The schedule for
23 positive points is based on the percentage of employees that a project mitigates. Any project
24 that mitigates more than the required mitigation rate, may receive positive points in accordance
25 with the table set forth below. Single-family and duplex residential projects may be awarded 1
26 positive points for providing an accessory dwelling unit.

27
28 3 x (0/+1) F. Accessory Dwelling Unit: Developments which provide employee housing are
29 encouraged. Positive points shall be used on the same property as the Accessory Dwelling
30 Unit. No points shall be awarded for housing required under section 9-1-24 (Absolute).

Memo

To: Town Council
From: Mark Truckey, AICP, Community Development Director
Date: November 16, 2021 (for meeting of November 23, 2021)
Subject: Exterior Loudspeakers Ordinance Second Reading

Attached for the Council's review on Second Reading is the proposed Exterior Loudspeakers code amendments. The only changes since First Reading were to clarify in the Noise ordinance (Section 5-8-7 B) that live music events would not be subject to the requirement for a development permit and to allow limitations on amplifier wattage as a potential mitigation measure.

COUNCIL BILL NO. ____

Series 2021

AN ORDINANCE AMENDING CHAPTER 1, TITLE 9, OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE BRECKENRIDGE DEVELOPMENT CODE, CONCERNING EXTERIOR LOUDSPEAKERS AT COMMERCIAL ESTABLISHMENTS.

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

Section 1. That Section 9-1-5, **Definitions**, of the Breckenridge Development Code shall be amended by adding the language underlined, to read as follows:

CLASS C DEVELOPMENT: Any development which includes any of the following activities or elements:

K. Exterior Loudspeakers associated with a commercial use.

Section 2. That Section 9-1-42A, Policy 42A, of the Breckenridge Development Code shall be amended by deleting the language stricken and adding the language underlined, to read as follows:

9-1-19-42A: POLICY 42 (ABSOLUTE) EXTERIOR LOUDSPEAKERS:

Exterior loudspeakers for commercial uses may only be allowed in seating areas associated with the deck or patio area of a restaurant or liquor licensed establishment, and are not allowed on front porches or entranceways. Exterior loudspeakers shall be located on a site so as to minimize the visibility of such speakers, and shall be affixed in such a manner as to reduce noise intrusion on adjacent properties and to adhere to the requirements of the Town's noise ordinance (title 5, chapter 8 of this Code). Exterior loudspeakers shall not be used for the purpose of attracting attention to the restaurant or liquor licensed establishment where they are located. Where determined necessary for commercial uses, an analysis prepared by a qualified sound, acoustic, or noise control engineer may be required to demonstrate that the proposed loudspeakers will not result in noise impacts to adjacent properties that exceed the Town's noise ordinance. The permit allowing exterior loudspeakers may include conditions, including but not limited to, limiting the hours when the loudspeakers may be in use that are more restrictive than under 5-8-7 of the noise code, requiring acoustic paneling, or establishing amplifier wattage limitations to reduce noise impacts. A development permit issued pursuant to this policy may be revoked for cause as provided in section 9-1-6 of this chapter. Exterior

1 loudspeakers and/or amplifiers installed prior to the effective date of this section are
2 grandfathered.

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Section 3. That Section 5-8-7 of the Breckenridge Noise Code, entitled “Exterior Loudspeakers or Amplifiers” shall be repealed and replaced to read as follows:

5-8-7: EXTERIOR LOUDSPEAKERS OR AMPLIFIERS:

A. It shall be unlawful to use exterior loudspeakers and/or amplifiers to emit music or sound from or at any commercial establishment or at live music events between the hours of 10 P.M. and 8 A.M.

B. It shall be unlawful to use exterior loudspeakers and/or amplifiers on a deck, patio or balcony of a restaurant or liquor licensed establishment without first obtaining a development permit under 9-1-5 and Policy 42A. The requirement to obtain a development permit under this subsection B does not apply to occasional and/or seasonal live music events at a commercial establishment.

C. The owner or licensee of any commercial establishment must designate one employee on the premises at all times to be responsible for complying with the requirements of this section, any additional requirements in any development permit, and any applicable rules and regulations of the Breckenridge Town Code.

D. The owner or licensee is presumed liable for every act or omission by any of its managers, employees, or other agents of the owner or licensee.

E. The prohibitions in Section 5-8-7 shall not apply to private events where the public is restricted from accessing the commercial establishment.

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

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

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this ____ day of _____, 2021. A Public Hearing shall be held at the

DRAFT FOR WORK SESSION ON 11.23.21
SECOND READING 11.23.21

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
2 _____, 2021, in the Municipal Building of the Town.

3

4

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

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By: _____
Eric S. Mamula, Mayor

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12 ATTEST:

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16

17 Helen Cospolich, CMC,
18 Town Clerk

19

20

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22 APPROVED AS TO FORM

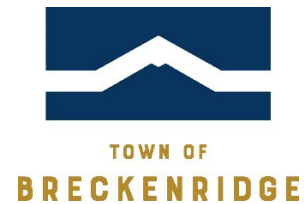
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24

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27 Town Attorney



Memo

To: Mayor Mamula and Members of Town Council
From: Town Attorney
Meeting Date: 11.23.21
Subject: Ordinance on Second Reading for approval of a regulatory fee on accommodation unit licensees.

Short Term Rental Advisory Task Force

Town Council requested that the Tourism Overlay District Task Force (“Task Force”) provide feedback on the fee amount and the exception for certain owners who rent their primary residence for 21 days or less per year. On November 16, the Task Force met and reviewed these two items.

The Task Force was generally supportive of a fee though there was not consensus as to the amount or as to the breadth of entities/owners required to pay the fee. However, expanding the scope of covered entities could be deemed to be an exercise of taxing power under the Taxpayer Bill of Right (“TABOR”), Colo. Const. art. 10, § 20, and, thus, would need more legal analysis. Under the current scheme, Town Council is squarely within its police/regulatory powers by imposing the fee exclusively on short-term rental licensees.

Similarly, the Task Force was not supportive of the proposed exception for owners who rent their primary residence for 21 days or less as they desire a broader scope of application. Further, there was some discussion about the potential administrative issues with the proposed exception.

Amendments to the STR Fee Bill on Second Reading

Based on the recommendations and discussion amongst the Task Force members, the proposed ordinance has two substantive changes on second reading as follows:

- 1) The regulatory fee will be fixed at \$400.00 for year 1 effective January 1, 2022.
- 2) Beginning in fiscal year 2023, Town Council will set the amount of the fee as part of its annual budget process but in no event will the fee exceed the \$756.00 proposed by EPS. Beginning in fiscal year 2023, Town staff will prepare a report for Town Council to ensure that the amount of the fee is set appropriately to defray the direct and indirect costs of the regulatory program and is not resulting in revenue generation.

In addition to the above, we have added case law to the legislative intent and clarified that failure to pay the fee in a timely manner will result in non-issuance and/or non-renewal of the license.

MEMORANDUM

To: Rick Holman, Town Manager, Town of Breckenridge

From: Andrew Knudtsen, Brian Duffany, and Rachel Shindman,
Economic & Planning Systems

Subject: Accommodation Unit License Fee Analysis; EPS #213105

Date: November 4, 2021

The Economics of Land Use



This technical memorandum summarizes the study supporting a regulatory fee program to be applied to short term accommodation unit (short term rental or "STR") licensees in the Town of Breckenridge. Economic & Planning Systems (EPS) was retained by the Town of Breckenridge to determine a reasonable fee for this program. The analysis demonstrates a reasonable relationship between guest spending from STRs in the town and the demand for housing affordable at incomes of 150 percent of Area Median Income (AMI) or less. The study uses economic impact techniques to quantify the relationships between guest spending when staying in STRs and the number of jobs and employee-households supported in the local economy by that spending.

Guests staying in STRs spend money in the local economy, mainly in the retail, food and beverage, and recreation industries which supports jobs that do not pay enough for employees to afford market rate housing in the town. The basis of the fee is therefore the gap between what the employee-households can afford and the cost to purchase a home in the Town of Breckenridge.

The fee also accounts for the possibility that a home used as an STR could be occupied by a local resident, and the fee is further based on the difference between the impact of guest spending in the local economy and the baseline impact of local resident spending.

Rationale

This regulatory fee is needed to support the local labor force and Town housing programs that sustain the tourism economy in Breckenridge. Without an adequate supply of housing and housing support programs, the Town risks losing some of its labor supply that is essential to the businesses in which STR guests spend money during their stay. Tourism is the Town's economic base.

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Denver, CO 80202-3511
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If businesses do not have an adequate labor force and if workers do not have adequate housing, the guest experience and the Town’s economy are likely to degrade.

In addition, the 2019 Summit County Housing Needs Assessment documented through a resident and employee survey that STRs are affecting housing opportunities for local residents. Overall, 14.5 percent of survey respondents countywide and 13.9 percent in the Upper Blue Basin (Breckenridge and vicinity) had a lease terminated because the owner was converting the home to a short term rental, as shown in **Table 1**. While the regulatory fee is based on the jobs and housing relationships to guest spending, the impacts of STRs on the housing supply provides additional rationale for the need and public purpose of this fee.

Table 1. Survey Responses on STR Effects on Housing Supply

Description	Percent Yes
Have you had a landlord break or not renew a lease in order to convert their long term rental into a short term rental in Summit County?	
Lower Blue Basin	13.0%
Snake River Basin	16.0%
Ten Mile Basin	15.9%
Upper Blue Basin	<u>13.9%</u>
Summit County Total	14.5%

Source: Economic & Planning Systems

STR owners or hosts will pay an annual licensing fee under this program. The benefits that the fee payers are likely to receive will be investment in housing by the Town to house the workforce needed to sustain the visitor economy. STR owners and operators are likely to benefit from the supply of labor and from investments the Town will make using the fee revenue on housing for the local workforce. Having more housing options for the local workforce is also likely to benefit the fee payers in better customer service through increased employee retention and reduced employee turnover.

Methodology

This analysis uses a jobs-housing economic impact model to quantify the jobs and households supported by guest spending in STRs. The analysis begins by quantifying the jobs supported by spending. Next, several analytical steps are taken to translate the supported jobs to employees and employee-households, where a household is a group of people (related or unrelated) living in one occupied dwelling unit.

The IMPLAN model (Impact Analysis for Planning) was used to estimate the relationships between spending and jobs supported. IMPLAN was developed by the Bureau of Land Management, U.S. Forest Service, and the University of Minnesota and is widely used by state and federal agencies, academic researchers, and local economic development organizations to evaluate the economic impacts of proposed policies, new industries, and land use changes.

The conversion of jobs (from IMPLAN) to employee households uses analytical techniques commonly used in housing economics and affordable housing studies as discussed further in the body of this memorandum.

Data Sources

Analysis inputs come from the following sources:

- Accommodation inventory: Town of Breckenridge (number of units, number of bedrooms, average number of bedrooms per unit)
- STR occupancy rates: Inntopia and Breckenridge Tourism Office
- Guest spending: Breckenridge Lodging Guest Survey, Winter and Summer 2016-2021 (RRC Associates)
- Home prices: Multiple Listing Service (MLS)
- Wages by Occupation: Bureau of Labor Statistics (BLS)
- Median household income: US Census (ACS 5-year estimates, Town of Breckenridge)
- Jobs per employee, employees per household: Summit County Housing Needs Assessment Update (resident survey, 2019)

Guest Spending Analysis

- **Guest spending** – The first step in this analysis is determining the spending of guests in Breckenridge. Data from the Breckenridge Lodging Guest Surveys, averaged over 2016 to 2021 and weighted by season, shows that on average a visitor to Breckenridge spends \$162.51 per day. This includes \$77.40 on food and beverage, \$51.47 on retail and shopping, and \$33.64 on entertainment and recreational activities. This spending was converted into per-unit expenditures (based on average guests per unit from the same survey) for an average guest spending level of \$585 per unit per day.
- **Jobs supported by industry** – The spending associated with guests is applied to the IMPLAN model as an “industry output” event for the three affected industries (NAICS 72 – Accommodation and Food Services, NAICS 44-45 – Retail Trade, and NAICS 71 – Arts, Entertainment, and Recreation). IMPLAN applies industry expenditure flows through its input-output model and estimates the spending and jobs supported in the 20 major industries in the North American Industrial Classification System (NAICS).
- **Jobs to employees (multiple job holder adjustment)** – An adjustment is made to acknowledge that many employees have more than one job, such as two part time jobs or a full time and a part time job. So as not to overestimate the number of *employees* supported, the number of jobs is reduced using a factor of 1.71 jobs per employee. This factor is specific to the Upper Blue Basin, as reported in the resident survey conducted as part of the 2019 County Housing Needs Assessment Update.

- **Employees by industry to occupations and wages** – A NAICS industry contains a wide range of job types and wage ranges. For example, a worker in the retail NAICS sector could be an accountant (for the retailer) or retail showroom employee. The range of wages and occupations supported is better represented by the 21 Standard Occupational Classifications defined by the Bureau of Labor Statistics (BLS). The National Industry by Occupation Matrix published by the BLS provides the estimated distribution of occupations and wages for each NAICS category. The results from the IMPLAN analysis are applied to the Industry by Occupation Matrix to estimate the number of jobs by wage level supported.
- **Household formation** – A final adjustment is made to account for the fact that many households have more than one earner. This adjustment has the effect of raising the collective income of the employees within a household, thus increasing the amount the employee-household can pay for housing and reducing the gap between their ability to pay and the cost of housing. In the Upper Blue Basin, there are an average of 1.90 earners per household (2019 Housing Needs Assessment). In this analysis, the first earner earns the wage derived from the economic impact analysis and allocation to occupations. The “second” 0.90 earner is assumed to earn 0.90 multiplied by average wage in the industry of the primary earner.
- **Tabulation of households by income range** – The last step involves counting the number of households supported by income range, expressed as a percentage of Area Median Income (AMI). Given the breadth of need addressed by housing programs and policies in the Town of Breckenridge, for this analysis all households earning up to 150 percent of AMI are included. The AMI definitions are based on the Colorado Housing and Finance Authority (CHFA) 2020 income limits for Summit County.

Local Resident Household Analysis

The last component of the analysis involves isolating the difference between guest spending and local resident household spending. To do this, these same steps outlined above are undertaken for a resident household earning the local median income of \$89,403 (as reported in the US Census ACS 2019 data for Breckenridge) to document the jobs supported from household spending in the economy.

This household income is input to the IMPLAN model, which applies an expenditure profile (including savings) specific to the household income range. The model then estimates the spending and jobs supported in the 20 major NAICS industries. The same steps to determine need by AMI range are completed, and this housing need is then subtracted from that of guest spending, resulting in the needs associated with guest spending above those of a local resident household.

Analysis

Guest Spending

Guest spending was modeled on the average expenditure across all accommodation types, weighted by season (winter and summer) to determine an overall average. Data inputs on spending come from the Breckenridge Lodging Guest Survey averaged over 2016 to 2021 time period (RRC Associates). Per person expenditures were converted to per unit figures at 3.6 people per party or unit on average. Within the IMPLAN model 1,000 accommodation units were modeled in order to establish an appropriate scale of analysis. Per unit and per bedroom adjustments are made later in the model to calibrate the fee.

As shown in **Table 2**, with an average daily spending rate of \$585 per unit per day, 1,000 units results in total annual spending of \$213.5 million. Note that at this point in the analysis 100 percent occupancy (365 days of spending) is used. The average annual occupancy rate adjustment is applied in a later analysis step.

Table 2. Guest Spending

Description	Factor	Guest Spending - All
Program		
Units		1,000
Guest Spending (per unit per day)		
Food & beverage		\$279
Retail/shopping		\$185
Entertainment/recreational activities		\$121
Total		\$585
Annual Guest Spending (per unit per year)		
Food & beverage	365 days (100% occ.)	\$101,709
Retail/shopping	365 days (100% occ.)	\$67,630
Entertainment/recreational activities	365 days (100% occ.)	\$44,204
Total		\$213,543
Total Guest Spending		
Food & beverage	1,000 units	\$101,709,055
Retail/shopping	1,000 units	\$67,629,803
Entertainment/recreational activities	1,000 units	\$44,203,972
Total		\$213,542,830

Source: RRC Associates; Economic & Planning Systems

Jobs, Employees, and Households

As shown in **Table 3**, the spending associated with 1,000 accommodation units supports 2,292.82 jobs. The industries with the most jobs are those with direct spending impacts – specifically accommodation and food services, arts entertainment and recreation, and retail.

Following total jobs, the next step is to translate jobs to employees. In today’s economy it is common for people to hold more than one job. To step down from jobs to employees, jobs are divided by a factor of 1.71 jobs per employee. As shown in **Table 3**, the 2,292.82 jobs supported by 1,000 accommodation units results in 1,340.83 employees after the adjustment for multiple job holders.

Table 3. Jobs and Employees by Industry Supported from Guest Spending

Description	Guest Spending	
	Jobs by Industry (IMPLAN Results)	Employees by Category
Jobs to Employee Conversion Factor		1.71
Industrial Sectors		
11 Ag, Forestry, Fish & Hunting	3.47	2.03
21 Mining	0.30	0.18
22 Utilities	3.38	1.98
23 Construction	8.06	4.71
31-33 Manufacturing	1.06	0.62
42 Wholesale Trade	15.21	8.89
44-45 Retail trade	333.65	195.12
48-49 Transportation & Warehousing	20.97	12.26
51 Information	8.06	4.71
52 Finance & insurance	23.54	13.77
53 Real estate & rental	73.03	42.71
54 Professional- scientific & tech svcs	46.76	27.35
55 Management of companies	8.89	5.20
56 Administrative & waste services	54.58	31.92
61 Educational svcs	8.87	5.19
62 Health & social services	38.73	22.65
71 Arts- entertainment & recreation	420.91	246.15
72 Accomodation & food services	1,180.87	690.57
81 Other services	39.52	23.11
91-99 Government & non NAICs	<u>2.96</u>	<u>1.73</u>
Total	2,292.82	1,340.83

Source: IMPLAN; Economic & Planning Systems

Employee to Household Conversion

To translate employees to households and their related income levels, the analysis steps are as follows:

- Employees by Occupation** – The jobs by NAICS classification are converted to more specific occupation categories to obtain a more detailed distribution of wage levels for the new jobs, since using the average wage for an industry masks the upper and lower wage levels. The BLS National Industry by Occupation Matrix provides the estimated distribution of occupations for each NAICS category. The wages for each occupation in Summit County are estimated by indexing the wages by occupation and industry in Colorado to the average wage in that industry for Summit County.
- Employees to Households** – The next adjustment for estimating housing demand is to account for multiple earners per household. On average, there are 1.90 earners per household in Upper Blue Basin. This adjustment reduces the 1,340.83 employees supported from guest spending in 1,000 accommodation units to 705.70 employee-households.
- Wages and Household Income** – The next step in the employee and household analysis is to estimate household incomes accounting for the wages from the primary and secondary earners in the household. The primary earner – the jobs estimate from the IMPLAN analysis – is assigned the average wage for their industry and occupation. The second 0.90 earner (totaling 1.90 earners per household) is assumed to make the average wage for the industry in which the primary earner is employed.

Households and Target Income Ranges

The last step in the guest spending analysis is to tabulate the employee-households at income levels of 150 percent of AMI or less. For guest spending in 1,000 accommodation units, there are 683.1 employee households supported below 150 percent of AMI, as shown in **Table 4**. Of the 705.7 total employee-households supported, 96.8 percent are at incomes of 150 percent of AMI or less. The balance of 3.2 percent are compensated sufficiently to afford market rate housing. These are the employee households needed to support the spending in the economy from 1,000 STR units.

Table 4. Households by AMI Supported by Guest Spending

	Guest Spending - All
Total Households Generated per 1,000 Units	705.7
Households by Income Range	
30% of Median	0.0
50% of Median	95.5
80% of Median	133.4
100% of Median	374.6
120% of Median	49.6
150% of Median	30.1
Total - Target Income Ranges	683.1
Percent of Households Generated	96.8%

Source: Economic & Planning Systems

Employee-Household Housing Gap

To determine affordability needs, the gap for households earning up to 150 percent AMI (by AMI category) is calculated based on the cost to purchase a home in the town, estimated using the median cost for all homes (excluding deed restricted properties). Housing costs were based on sales during the three year period from 2018 through 2020. This calculation assumes an income for a 2.5 person household as a proxy for an average household size, and uses CHFA income levels for Summit County as those are the income definitions used in most housing qualification processes.

As shown in **Table 5**, affordable prices at these AMI levels range from \$50,700 at 30 percent of AMI to \$501,400 at 150 percent AMI. With a median home cost of \$876,000, the gap per unit ranges from \$825,300 at 30 percent AMI to \$374,600 at 150 percent AMI.

Table 5. Affordable Price and Gap by Income Range

Description	Factor	AMI					
		30%	60%	80%	100%	120%	150%
HH Income and Housing Expense							
HH Income	2.5 pp/hh	\$24,480	\$48,960	\$65,280	\$81,600	\$97,920	\$122,400
Affordable Monthly Housing Cost	30%	\$612	\$1,224	\$1,632	\$2,040	\$2,448	\$3,060
Supportable Monthly Payment							
Less: Insurance	\$2,500/year	-\$208	-\$208	-\$208	-\$208	-\$208	-\$208
Less: Property Taxes	7.15% ass't rate 57,537	-\$20	-\$60	-\$90	-\$110	-\$130	-\$170
Less: Miscellaneous (e.g. HOA Dues)	\$1,500/year	-\$125	-\$125	-\$125	-\$125	-\$125	-\$125
Net Supportable Mortgage Payment (Monthly)		\$259	\$831	\$1,209	\$1,597	\$1,985	\$2,557
Valuation Assumptions							
Loan Amount		\$48,200	\$154,700	\$225,200	\$297,400	\$369,700	\$476,300
Mortgage Interest Rate		5.0% int.	5.0% int.	5.0% int.	5.0% int.	5.0% int.	5.0% int.
Loan Term		30-year term	30-year term	30-year term	30-year term	30-year term	30-year term
Downpayment as % of Purchase Price		5.0% down pmt	5.0% down pmt	5.0% down pmt	5.0% down pmt	5.0% down pmt	5.0% down pmt
Maximum Supportable Purchase Price		\$50,700	\$162,800	\$237,100	\$313,100	\$389,200	\$501,400
Cost per Unit		\$876,000	\$876,000	\$876,000	\$876,000	\$876,000	\$876,000
Gap per Unit		\$825,300	\$713,200	\$638,900	\$562,900	\$486,800	\$374,600

Source: Economic & Planning Systems

Local Resident Spending

To isolate the effect of guest spending on housing need, a similar methodology was followed to determine the relationship between a local resident household and housing need. This was then subtracted from the guest impact.

Local resident spending was modeled based on the median household income in Breckenridge of \$89,403, as reported in the US Census 2019 American Community Survey. As with guest spending, 1,000 households were modeled and per household adjustment is made to calculate the final fee. As shown in **Table 6**, a household income of \$89,403 results in a disposable income of \$64,130 after accounting for payroll tax. Based on these figures, the total disposable income for 1,000 households is \$64.1 million.

Table 6. Local Resident Household Income

Description	Factor	Local Spending
Program		
Households		1,000
HH Income (Breckenridge median)	ACS 2019 5-Yr Estimate	\$89,403
Minus Payroll Tax		
Federal		\$14,548
FICA		\$5,543
Medicare		\$1,296
State		\$3,886
Total Deductions		\$25,273
Net Pay / Adjusted Household Income		\$64,130
Total Spending		
Total Annual Household Income	100%	\$89,403,000
Total Annual Payroll Tax	28%	-\$25,273,490
Disposable Income	72%	\$64,129,510

Source: RRC Associates; Economic & Planning Systems

This income was input to IMPLAN, which then calculates the jobs supported by this household spending. As shown in **Table 7**, 1,000 households earning the median income support 358.57 jobs. Applying the multiple jobholder factor of 1.71 jobs per employee, this spending results in 209.69 employees.

Table 7. Jobs and Employees by Industry Supported from Local Spending

Description	Local Spending	
	Jobs by Industry (IMPLAN Results)	Employees by Category
Jobs to Employee Conversion Factor		1.71
Industrial Sectors		
11 Ag, Forestry, Fish & Hunting	1.52	0.89
21 Mining	0.08	0.05
22 Utilities	1.31	0.77
23 Construction	3.62	2.12
31-33 Manufacturing	0.56	0.33
42 Wholesale Trade	9.32	5.45
44-45 Retail trade	64.00	37.43
48-49 Transportation & Warehousing	10.22	5.98
51 Information	4.45	2.60
52 Finance & insurance	17.27	10.10
53 Real estate & rental	49.96	29.22
54 Professional- scientific & tech svcs	12.48	7.30
55 Management of companies	1.13	0.66
56 Administrative & waste services	17.97	10.51
61 Educational svcs	8.05	4.71
62 Health & social services	57.96	33.89
71 Arts- entertainment & recreation	13.03	7.62
72 Accommodation & food services	50.83	29.73
81 Other services	33.50	19.59
91-99 Government & non NAICs	1.31	0.77
Total	358.57	209.69

Source: IMPLAN; Economic & Planning Systems

These employees were then categorized by occupation and wage and converted into employee households following the same methodology for guest spending. As shown in **Table 8**, local resident household spending supports a total of 110.4 employee-households, 91.4 percent (100.9 households) of which fall at or below 150 percent of AMI. Affordability needs of these households are determined using the same methodology outlined for guest spending.

Table 8. Households by AMI Supported by Local Spending

	Local Spending
Total Households Generated per 1,000 Units	110.4
Households by Income Range	
30% of Median	0.0
50% of Median	3.0
80% of Median	23.8
100% of Median	40.5
120% of Median	20.8
150% of Median	12.9
Total - Target Income Ranges	100.9
Percent of Households Generated	91.4%

Source: Economic & Planning Systems

Fee Calculation

This section outlines the calculation of the accommodation unit license fee. There are four key components to the fee calculation:

- **Households Supported** – The number of households at or below 150 percent of AMI supported by guest spending form the basis of the fee, as these represent employees needed in the community who cannot otherwise afford housing.
- **Occupancy Rate** – The impacts of guest spending were determined assuming 100 percent occupancy (i.e., 365 days per year) for modeling purposes and needs to be adjusted for annual occupancy rates. An occupancy rate of 46.2 percent is applied to the housing demand (total households supported are multiplied by 0.462 to determine the net households supported). This is the average occupancy rate for all short-term accommodations derived from EPS’s analysis of data from Inntopia, who supplies data on the lodging market to the Breckenridge Tourism Office. This occupancy rate reflects multiple years to ensure a representative factor and is the average from 2016 through 2019.
- **Affordability Gap** – The affordability gap per household and AMI range described earlier ranges from \$374,600 at 150 percent of AMI to \$825,300 at 30 percent of AMI. The number of households in each AMI category (after accounting for the occupancy rate) are multiplied by the gap per household to calculate the total affordability gap. This gap is calculated for both guest spending and local spending. Based on this calculation, the gap per accommodation unit is \$184,682 and the gap per local household/housing unit is \$55,051.
- **Adjustment for Local Households** – To isolate the impact of guest spending above the impact of a local household, the gap associated with local household spending (\$55,051) is subtracted from the gap associated with guest spending (\$184,682). This results in a net gap per accommodation unit of \$129,630.

This fee is then adjusted to reflect a per-bedroom figure (rather than per unit). EPS’s analysis of the Town’s STR license database indicates that STRs have an average of 2.0 average bedrooms per unit. This is then annualized over 30 years (divided by 30), which is a typical financing period for a long-term housing investment, and a typical long term planning timeframe for local governments. Based on this analysis, the maximum fee per bedroom is \$2,161, as shown in **Table 9**. This maximum fee amount is the annualized cost of providing housing to the local workforce supported by guest spending.

Final Fee

The fee outlined above represents the maximum reasonable fee to be charged under this program. **The Town has applied a mitigation rate of 35 percent to this fee resulting in a final fee of \$756 per bedroom.**

Table 9. Fee Calculation

		Local Spending	Guest Spending - All
Households Generated (per 1,000 units)	A		
30% of Median		0.0	0.0
50% of Median		3.0	95.5
80% of Median		23.8	133.4
100% of Median		40.5	374.6
120% of Median		20.8	49.6
150% of Median		12.9	30.1
Total per 1,000 Units		100.9	683.1
Per 1.0 Units		0.10	0.68
STR Occupancy Rate	B		46.2%
Net Households Generated (per 1,000 units)	C		
30% of Median	A x B	0.0	0.0
50% of Median		3.0	44.1
80% of Median		23.8	61.6
100% of Median		40.5	173.1
120% of Median		20.8	22.9
150% of Median		12.9	13.9
Total per 1,000 Units		100.9	315.7
Per 1.0 Units		0.10	0.32
Gap per Household by AMI Range	D		
30% of Median		\$825,300	\$825,300
50% of Median		\$713,200	\$713,200
80% of Median		\$638,900	\$638,900
100% of Median		\$562,900	\$562,900
120% of Median		\$486,800	\$486,800
150% of Median		\$374,600	\$374,600
Total Gap	E		
30% of Median	C x D	\$0	\$0
50% of Median		\$2,108,647	\$31,481,780
80% of Median		\$15,194,262	\$39,385,269
100% of Median		\$22,802,458	\$97,458,900
120% of Median		\$10,111,634	\$11,149,340
150% of Median		\$4,834,432	\$5,206,493
Total		\$55,051,433	\$184,681,782
Gap (Fee) per Unit	F		
	E / 1000	-\$55,051	-\$184,682
Net STR Gap per Unit (minus local spend)			-\$129,630
Avg. Number of Bedrooms			2.00
Net STR Gap (Fee) per Bedroom			-\$64,815
Annualized Fee per Bedroom	30 years		\$2,161

Source: Economic & Planning Systems

COUNCIL BILL NO.

Series 2021

**AN ORDINANCE AMENDING CHAPTER 1, TITLE 4 OF THE BRECKENRIDGE
TOWN CODE CONCERNING THE ANNUAL ACCOMMODATION UNIT
REGULATORY FEE.**

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

Section 1. That section 4-1-4-1 of the Breckenridge Town Code shall be amended
by deleting the language stricken and adding the language underlined, to read as follows:

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

A. Legislative intent and findings.

1. It is the purpose of this section to protect the public health, safety, and welfare by
establishing a comprehensive accommodation unit regulatory scheme that will strike an
equitable balance between the short term rental industry and the local community.

2. The regulatory fee will benefit accommodation unit licensees by supporting
housing policies and programs for the local workforce that supports industries that create the
World Class resort experience.

3. The regulatory fee will help address the secondary impacts caused by the short
term rental industry by protecting the character of the local community and Town
neighborhoods where accommodation units are located.

4. To ensure that the amount of the fee bears a reasonable relationship to the direct
and indirect costs of implementing the Town's comprehensive regulatory program established
by this Chapter, the administration retained an expert consulting firm to conduct a fee study
and establish the reasonable amount of the fee.

5. The fee established by this section is not designed to raise revenues to defray
the general expenses of Town government, but rather is a charge imposed for the purpose of
defraying some of the costs of the particular Town services and programs described in
subsection D of this section.

1 6. Consistent with *Colorado Union of Taxpayers Foundation v. City of Aspen*, 418
2 P.3d 506 (2018), that a charge is not a tax if the primary purpose of the charge is not to raise
3 revenue for general governmental purposes but is instead to defray some of the costs of
4 regulating an activity under a comprehensive regulatory scheme, the fee imposed by the
5 Town under this section is collected from the short-term rental licensees for the primary
6 purpose of defraying the costs of housing policies and programs for the local workforce
7 essential to the Tourism economy that benefits the short term rental licensees.

8 ~~B. Condominiums, condominium/hotels, and hotels/lodgings/inns as defined in section 9-1-5~~
9 ~~of this Code are exempt from the requirement to pay the annual accommodation unit~~
10 ~~administrative fee if they have: 1) a twenty four (24) hour front desk; 2) a twenty four (24) hour~~
11 ~~telephone system; and 3) twenty four (24) hour on-site private security; chalet houses as~~
12 ~~defined in section 9-1-5 of this Code are exempt from the requirement to pay the annual~~
13 ~~accommodation unit administrative fee.~~

14 **B. Establishment of accommodation unit regulatory fee.**

15 1. Commencing with licenses for accommodation units issued on or after January 1,
16 2019~~22~~ licensing period, ~~and continuing each licensing year thereafter,~~ there shall be added
17 to each accommodation unit license issued by the Finance Director pursuant to this chapter,
18 and there shall be paid by the licensee of such license, an annual accommodation unit
19 administrative fee. The amount of the annual accommodation unit administrative fee for 2022
20 shall be \$400.00 per studio and/or per bedroom in any accommodation unit; provided,
21 however, the regulatory fee established in this section shall not be imposed where the
22 accommodation unit is the applicant's primary residence and is rented out for a period of time
23 not to exceed 21 days out of the year.

24
25

Type Of Accommodation Unit	Annual Fee
Studio unit	\$ 25.00
1 bedroom unit	30.00
2 bedroom unit	35.00
3 bedroom unit	400.00
4 or more bedroom unit	450.00

1 2. Beginning with the Town's 2023 fiscal year, the amount of the accommodation
2 unit fee described in this section shall be fixed by the Town Council as part of its annual
3 budget process in an amount not to exceed \$756.00. Annually at the time of the budget
4 process, the Director shall submit for review by Council a report confirming that the fee
5 amount from the prior year is adequately and reasonably covering the direct and indirect costs
6 of the regulatory program. If, for any reason, the amount of such fee is not fixed by the Town
7 Council as part of its annual budget process, the fee for the preceding year shall continue in
8 full force and effect until changed by the Town Council.

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

11 **C. Due date of fee.** The accommodation unit administrative fee shall be due and payable to
12 the Town at the same time the tax required by this section 4-1-4 is due per 4-1-11 and is
13 delinquent if it remains unpaid for thirty (30) days thereafter. Failure to pay the fee in
14 accordance with this section will result in the non-issuance or non-renewal of a license.

15 ~~D. Beginning with the Town's 2019 fiscal year, the amount of the accommodation unit~~
16 ~~administrative fee described in this section shall be fixed by the Town Council as part of its~~
17 ~~annual budget process. If, for any reason, the amount of such fee is not fixed by the Town~~
18 ~~Council as part of its annual budget process, the fee for the preceding year shall continue in full~~
19 ~~force and effect until changed by the Town Council.~~

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

30 **FD. Regulatory fee fund.**

31 1. Administration of the fund.

1 a. All sums of money collected by the Town per this section are intended exclusively for
2 use as outlined in section D.1.2 below.

3 b. The fee shall be administered by the Finance Director. The Finance Director is
4 authorized to adopt administrative rules pursuant to Chapter 18 of Title 1 of this Code to
5 implement this Chapter, prescribe forms and provide methods of payment and collection, and
6 otherwise implement requirements of this Chapter.

7 c. The fees collected in accordance with this section shall be accounted for by the
8 Finance Director in such a manner that the Finance Director can separately track the collection
9 and expenditure of such fees.

10 d. The fees collected in accordance with this section shall not be used for general
11 municipal or governmental purposes or spending. Nor shall the fund ever be transferred to or
12 become part of the Town's general fund.

13 e. The Finance Director shall establish a method for separately accounting for all of the
14 accommodation unit regulatory fees collected by the Town pursuant to this section, and the
15 expenditure of such fees.

16 **2. Purpose and use of the regulatory fees.** Funds collected by the Town from
17 the accommodation unit administrative fee established by this section shall be used to defray
18 the reasonable direct and indirect costs of the following: ~~Town services; that are related to the~~
19 ~~identified negative impacts of accommodation units within the Town described in subsection E~~
20 ~~of this section:~~

21 ~~— 1. Administrative and personnel costs associated with developing and implementing the~~
22 ~~accommodation unit administrative fee;~~

23 ~~— 2. Costs of acquiring, training staff to use, updating, and replacing software and other~~
24 ~~computer programs necessary to monitor the accommodation units within the Town; and~~

25 ~~— 3. Costs of enforcing the requirements of this chapter, including, but not limited to~~
26 ~~inspecting accommodation units within the Town.~~

27
28 ~~No portion of the accommodation unit administrative fees collected by the Town shall be used~~
29 ~~for any purpose other than those purposes enumerated in this subsection F.~~

30 ~~G. The accommodation unit administrative fee established by this section is not designed to~~
31 ~~raise revenues to defray the general expenses of Town government, but rather is a charge~~

1 imposed for the purpose of defraying some of the costs of the particular Town services and
2 programs described in subsection F of this section.

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

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

10 a. the Town's housing policies and programs, including buy downs, lease to locals,
11 acquisition of deed restricted units, and/or construction of new units.

12 b. to address the secondary impacts caused by the short term rental industry by
13 protecting the character of the local community and Town neighborhoods where
14 accommodation units are located including but not limited to lack of parking, loud noise, and
15 increased trash associated with the higher density use; and.

16 c. to defray the costs to the Town, including but not limited to, for staff and
17 personnel required for the administration and enforcement of the regulatory program.

18 **Section 2.** That section 4-1-8-1(A)(9)(a) of the Breckenridge Town Code shall be
19 amended by deleting the language stricken and adding the language underlined, to read as
20 follows:

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

23
24 (A)(9)(a) The occupancy limit for all accommodation units except studios shall be two (2)
25 persons per bedroom plus four (4) additional persons. The occupancy limit for studio
26 accommodation units shall be a total of four (4) persons. ~~Accommodation units described in~~
27 ~~section 4-1-4-1B of this chapter~~ Condominiums, condominium/hotels, and hotels/lodgings/inns
28 as defined in section 9-1-5 are exempt from the occupancy limits of this section.

29 **Section 3.** That section 4-1-8-3(A)(3)(b) of the Breckenridge Town Code shall be
30 amended by deleting the language stricken and adding the language underlined, to read as
31 follows:

32

1 4-1-8-3 SPECIAL CONDITIONS OF LICENSE – ADVERTISEMENT OF AN
2 ACCOMMODATION UNIT:

- 3
4 3. An advertisement offering to rent an accommodation unit must prominently display:
5 a. The Town's business and occupational license number in the advertisement as,
6 "Breckenridge Business License No. [insert number]"; and
7 b. The occupancy limit for the accommodation unit as, "Maximum overnight
8 occupancy [insert number].
9

10 The failure to prominently display the required information in any advertisement of
11 accommodation shall be a violation of this section. ~~Accommodation units described in section~~
12 ~~4-1-4-1B of this chapter~~ Condominiums, condominium/hotels, and hotels/lodgings/inns as
13 defined in section 9-1-5 are exempt from the requirements of this section.
14

15 **Section 4.** That section 4-1-4 of the Breckenridge Town Code shall be amended by
16 deleting the language stricken and adding the language underlined, to read as follows:
17

18 4-1-4: ANNUAL LICENSE TAX:
19

20 An annual Business and Occupational License Tax is hereby levied upon every person doing
21 business within the Town according to the following schedule:
22

23 A. Accommodation Units: The person owning such accommodation unit shall pay annual tax
24 of:
25

Type Of Unit	Fee Tax
Studio unit	\$ 75.00
1 bedroom unit	100.00
2 bedroom unit	125.00

3 bedroom unit	150.00
4 or more bedroom unit	175.00

1
2 Each applicant shall advise the Town, by affidavit, under oath, at the time of application
3 hereunder, of the number of accommodation units applicant had for the prior year and the
4 number of such units applicant intends to have for the present year. The ~~fee~~-tax payable under
5 this subsection shall be based upon the number of accommodation units set forth for the current
6 year in such affidavit.

7 B. In Home Business Occupation: The owner of each "in home occupation" as defined in this
8 chapter shall pay an annual ~~fee~~-tax of fifty dollars (\$50.00) per annum; provided, however, that
9 no annual-~~fee~~ tax shall be required to be paid by a primary caregiver.

10 C. Lodge: In addition to the tax required by subsection E of this section, each owner of a
11 "lodge" as defined herein shall pay one hundred dollars (\$100.00) per rental unit or fifty dollars
12 (\$50.00) per bedroom per annum, whichever is less.

13 D. Vendors: Each regular vendor shall pay one hundred dollars (\$100.00) per annum. Each
14 seasonal vendor shall pay fifty dollars (\$50.00) per annum.

15 E. In Town Business: All in Town businesses shall pay an annual Business and Occupational
16 License Tax levy as follows:

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

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

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

25
26 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
27 PUBLISHED IN FULL day of November, 2021. A Public Hearing shall be held at the regular
28 meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of ____,
29 2021, in the Municipal Building of the Town.
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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED AS TO FORM

Town Attorney

DRAFT FOR WORK SESSION ON 11.23.21
SECOND READING ON 11.23.21

- 1
- 2



Memo

To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
Date: 11/12/2021
Subject: Treetop Child Advocacy Center Lease

Since February 2018 the Treetop Child Advocacy Center has leased space in the Breckenridge Grand Vacations Community Center. The space serves as a key location within the 5th Judicial District to provide a safe location for investigation and intervention services necessary to address issues of child abuse. The current lease term will expire on January 31, 2022. The Treetop CAC Board would like to renew the lease for at least another two years.

The lease agreement is attached for your review. The terms outlined in the lease include a 3% increase in the rental rate from \$904.39/month to \$931.54/month (\$11,178.51 annually) for the first year of the lease. The rate will further increase an additional 3% in the second year to \$959.49/month (\$11,513.88). If approved, the two year lease term will begin on February 1st, 2022. As this is a multi-year lease it is being presented as a Town ordinance for first reading.

Staff will be present at the work session on November 23 to answer any questions.

COUNCIL BILL NO.

Series 2021

An Ordinance Approving a Lease with Treetop Child Advocacy Center, a Colorado nonprofit corporation.

WHEREAS, the Town of Breckenridge owns the real property commonly known as “Breckenridge Grand Vacations Community Center” (hereinafter “Community Center”), located at 103 South Harris Street in Breckenridge, Colorado;

WHEREAS, Treetop Child Advocacy Center, a Colorado nonprofit corporation, has proposed to lease Rooms 001 and 001 A-B in the Community Center for the operation of a Child Advocacy Center;

WHEREAS, a proposed Lease between the Town and Treetop Child Advocacy Center, a Colorado nonprofit corporation, has been prepared, a copy of which is marked Exhibit “A”, attached hereto and incorporated herein by reference;

WHEREAS, Section 15.4 of the Breckenridge Town Charter authorizes the Town to lease real property;

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

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

Section 1. The proposed Lease between the Town and Treetop Child Advocacy Center, a Colorado nonprofit corporation, copy of which is marked Exhibit “A”, attached hereto and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such Lease for and on behalf of the Town of Breckenridge.

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

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

3 **INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED**
4 **PUBLISHED IN FULL** this ____ day of _____, 2021. A Public Hearing shall be held at the
5 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
6 _____, 2021.

7
8 TOWN OF BRECKENRIDGE, a Colorado
9 municipal corporation

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

15
16 ATTEST:
17
18
19
20 _____
21 Helen Cospolich
22 Town Clerk

BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER OFFICE LEASE

THIS LEASE ("**Lease**") is made and entered into effective the ____ day of _____, 2022 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Landlord**") and TREETOP CHILD ADVOCACY CENTER, a Colorado nonprofit corporation ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to in this Lease as the "**Parties**", and individually as a "**Party**."

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. Leased Premises. In consideration of Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 001 and 001A-B in the "Breckenridge Grand Vacations Community Center," 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 ("**Leased Premises**"). The Leased Premises are depicted on the attached **Attachment "A"**, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the "**Building**."

1.2. Use Of Premises. Tenant may use the Leased Premises only as a business office and advocacy center unless Landlord gives its advance written consent to another use.

1.3. Square Footage. Landlord and Tenant agree that the Leased Premises contain 787 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. Shared Use Space. Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas' intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room ("**Shared Use Spaces**"), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room. No common space may be used for storage and the kitchen and Community Room must be cleaned after every use.

1.5. Term.

A. The term of this Lease ("**Term**") will begin on February 1, 2022 ("**Commencement Date**") and will end, unless sooner terminated as hereafter provided, on January 31, 2024.

B. Either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party 6 months' written notice of termination. A Party may not terminate this Lease under this Subsection B if it is in default when the notice of termination is given.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and invitees will be allowed to use the Building's shared parking lot ("**Parking Lot**"). No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. Surrender of Leased Premises.

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and trade fixtures. All of Tenant's fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord's option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant during the first year of the Term, February 1, 2022 until January 31, 2023, is Eleven Thousand One Hundred Seventy Eight and 48/100 Dollars (\$11,178.51). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Nine Hundred Thirty One and 54/100 Dollars (\$931.54) each ("Monthly Rent").

B. The total rent to be paid by Tenant during the second year of the Term, February 1, 2023 until January 31, 2024, is Eleven Thousand Five Hundred Thirteen and 88/100 Dollars (\$11,513.88). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Nine Hundred Fifty Nine and 49/100 Dollars (\$959.49) each ("**Monthly Rent**").

C. The Monthly Rent has been calculated based on \$14.20 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3 for the first year of the Term. The calculation of the Monthly Rent for year two will increase 3% to \$14.63 per square foot.

D. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

E. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

F. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as "rent" or "Monthly Rent" is additional rent.

G. Interest On Monthly Rent. Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

H. Interest On Other Amounts. Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

I. Landlord's Lien and Security Interest. Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law.

Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord's Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other

than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 - UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant's operations at the Leased Premises; and
- (v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 - REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;

Page 1

- (vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

B. Tenant To Reimburse Landlord For Repairs; When. Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. Time For Repairs. Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. Snow Removal. Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. Cleaning of Shared Space. Landlord will provide any required cleaning of the Shared Space.

5.5. Cleaning of Leased Premises. Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6-TAXES

6.1. Real Property Taxes.

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

(ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in

installments if permitted by law.

(iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

A. **"Alterations"** means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed

any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on

the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11- DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt

of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the

applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. Inspection And Entry. Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

- A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;
- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

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

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

The TreeTop Center
C/O Summit County Human Services
Krista Burdick
P.O. Box 869
Frisco, Colorado 80443

Landlord's initial address for
notice is:

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

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the, sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year

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

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, pandemics, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

TENANT:

TREETOP CHILD ADVOCACY CENTER,
a Colorado nonprofit corporation

By: _____

Title: _____



Memo

To: Breckenridge Town Council
From: Finance Department
Date: 11.23.21
Subject: 2022 Budget Approval

Linked in this memo for approval by resolution is the 2022 budget document. The purpose of this memo is to explain the major highlights of the budget, as well as to list the changes that have been made for the final document.

2022 Budget Highlights

The 2022 budget reflects our first 'normal' budget process since 2019. Both the revised 2020 budget and the 2021 budget reflected the uncertainty surrounding the COVID-19 pandemic. Although much uncertainty remains, we have enough historical data to understand the impacts much better than we did in the recent past.

Our revenue projections for 2022 are based on actual results from 2020/21. Those results showed a resumption of strong growth after an initial period of contraction during the shut-down period. Our conservative method of budgeting for a 1% increase over current year projections has given us confidence that we can resume planning for normal programming in 2022. As such, the 2022 budget reflects increases in spending levels that account for a resumption of merit increases for staff as well as a robust capital improvement plan (CIP). These increases track very closely with what 2 years of normal increases would have looked like.

Changes

At our annual budget retreat held on October 12th, Council was presented with several changes to the budget. These changes have been entered into the budget document.

1. **Nicotine program** - \$80,000 increase to General Fund
2. **Tennis Courts** - \$80,000 increase to O&M costs – Recreation dept./General Fund
3. **CIP** – Increases to several projects in 2022-26.
4. **Personnel** - \$300K increase to personnel cost for salary range adjustments for 2021 and 2022.
5. **Risk/Safety Coordinator** – Additional position in Muni Services - \$80,000 (salary plus benefits) increase to General Fund.
6. **Excise/Marketing Transfer** – Eliminate .5% transfer from Excise to Marketing fund for both 2021 and 2022 at \$1.27M and \$1.28M, respectively.
7. **Excise/Child Care Transfer** – Add transfer from Excise to Child Care for 2021 and 2022 for \$1.27M and \$1.28M, respectively. Also, add \$1M transfer from Excise to Child Care for 2021.

8. **Compensation Study** – Add \$30K to Human resources expenditures for 2022
9. **Sustainability program** – Additional \$161,000 for Sustainability programs and \$50K for consultant – increase to Community Development - General fund
10. **Fund Balance reserves** – Will be adjusted to reflect changes to CIP and General Fund operational expenditure changes

One further change has been made to the budget after the October 12th discussions;

1. **STR/Admin staff** – One additional finance position to address increased workload related to STR regulation and general administrative needs - \$80,000 (salary plus benefits) increase to the General Fund

Also attached for approval with the final budget document are the 2022 staffing and pay plans, fee schedule, and CIP. The attached resolution, if approved, would put all of these plans into effect for 2022.

Please find the budget document linked [here](#).

RESOLUTION NO. XX

SERIES 2021

A RESOLUTION ADOPTING THE 2022 BUDGET
AND MAKING APPROPRIATIONS THEREFOR; AND APPROVING THE 2022-2026
CAPITAL IMPROVEMENT PLAN

WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt an operating budget for each fiscal year; and

WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt a five-year Capital Improvement Plan.

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

Section 1. The proposed operating budget for 2022 based on certain fee changes, as revised by Town Council and maintained on file by the Town Clerk, is adopted and appropriations are made to the various programs as shown therein.

Section 2. The 2022-2026 Capital Improvement Plan, as proposed by the Town Manager and as amended by the Town Council, is approved.

Section 3. All fees and charges contained in the 2022 operating budget are approved and adopted. Such fees shall become effective January 1, 2022. Further, the Town Manager may implement any of the other fees and charges contained in the 2022 operating budget prior to January 1, 2022 if the Town Manager determines, in his judgment, that such early implementation is necessary or appropriate.

Section 4. This Resolution is effective upon adoption.

RESOLUTION ADOPTED AND APPROVED this 23rd day of November, 2021.

ATTEST:

TOWN OF BRECKENRIDGE

Helen Cospolich, Town Clerk

Eric Mamula, Mayor

APPROVED IN FORM

Town Attorney

Date



Memo

To: Breckenridge Town Council Members
Cc: Rick Holman, Shannon Haynes
From: James Phelps, Director Public Works
Date: 11/17/2021 (For Nov. 23 – TC Work Session)
Subject: Resolution approving Bureau of Reclamation Grant Application

The Town of Breckenridge – Public Works/Water Division has submitted an application for 1.4M dollars with the Bureau of Reclamation for a water meter upgrade project. As part of the application process the attached resolution will authorize the Town Manager to enter into the grant agreement. Town Council approval supports the financial capability of the matching funds from the Town of Breckenridge. The grant is a 50/50 distribution. Adoption of the 2021 & previous 2020 budget/s have accounted for the matching funds for the grant.

The Town of Breckenridge is following guidelines set forth as part of the 2018 Water Efficiency Plan. The Town has entered into a project development agreement with Iconergy Ltd as project consultant. The project is being implemented using the State of Colorado Performance Contracting program which enables captured revenues from inaccurate metering and savings from leak detection to supplement funding for the implementation of the AMI* system.

The project will provide a retrofit to identified meters with an AMI water metering system with enhanced leak detection. The project will additionally include a rooftop solar PV array at the North Water Treatment Plant to supplement electrical energy usage from the water delivery system.

Grant notification is anticipated to be by July 01, 2022. Project would begin after this date.

Staff will be present to answer any questions.

*Advanced metering infrastructure is an integrated system of water meters, communication networks and data management systems that enables two-way communication between meter endpoints and utilities.

1 RESOLUTION NO. ____

2
3 Series 2021

4
5 **RESOLUTION APPROVING GRANT APPLICATION WITH BUREAU OF**
6 **RECLAMATION.**

7
8 WHEREAS, on November 3, 2021, the Town of Breckenridge through the Town's Water
9 Department submitted an application for a grant with the Bureau of Reclamation to be used to upgrade
10 water meters;

11
12 WHEREAS, a requirement of the grant application is that the Town Council of the Town of
13 Breckenridge adopt a resolution within 30 days of submission of the grant application indicating Town
14 Council's support of the application;

15
16 WHEREAS, the Town Council approved \$500,000.00 in matching funds for the grant in the 2021
17 Town Budget, and an additional \$500,000.00 in matching funds in the 2022 Town Budget; and,

18
19 WHEREAS, the Town Manager has authority to enter into agreements and contracts on behalf of
20 the Town and will work with the Bureau of Reclamation to meet established deadlines for entering into a
21 grant agreement or other necessary cooperative agreements.

22
23 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
24 OF BRECKENRIDGE, COLORADO:

25
26 Section 1. That the Town hereby adopts the resolution indicating its support of the
27 grant application with the Bureau of Reclamation.

28
29 Section 2. All resolutions, or parts thereof, inconsistent herewith are hereby repealed to
30 the extent only of such inconsistency. This repealer shall not be construed to revive any such
31 resolution, or part thereof, heretofore repealed.

32
33 Section 3. This resolution is effective upon adoption.

34
35 Section 4. Minor changes to or amendments of the approved agreement may be made by
36 the Town Manager if the Town Attorney certifies in writing that the proposed changes or
37 amendments do not substantially affect the consideration to be received or paid by the Town
38 pursuant to the approved agreement, or the essential elements of the approved agreement.

39
40 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2021.

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42 TOWN OF BRECKENRIDGE

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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: November 17, 2021
Subject: Planning Commission Decisions of the November 16, 2021 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, November 16, 2021:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

1. Village at Breckenridge Large Vendor Cart (Hungry Dog), 655 S. Park Avenue, PL-2021-0543
A proposal to operate a large vendor cart on the Village at Breckenridge Plaza, on the north side of the Antero building. *Approved, see second memo.*

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.



Memo

To: Town Council
From: Sarah Crump, Planner I
Date: November 17, 2021 for meeting of November 23, 2021
Subject: Hungry Dog Village at Breckenridge Large Vendor Cart Class B Minor Planning Commission Approval Summary

A Combined Hearing for the Hungry Dog Village at Breckenridge Large Vendor Cart (Hungry Dog), located at 655 South Park Avenue, was held by the Planning Commission on November 16, 2021. The application proposes the operation of a 98 sq. ft. large vendor cart on the Village at Breckenridge Plaza.

The Commission found the proposal complied with all Priority Design Standards and Absolute Policies, and assigned a total cumulative score of zero (0) points under the Relative Policies. The three-year development permit (the maximum permitted under the Code) was approved by a 6-0 vote of the Commission.

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

[November 16, 2021 Planning Commission Packet](#)



Village at Breckenridge Large Vendor Cart (Hungry Dog),
655 S. Park Avenue

Father Dyer Addition, 310 Wellington Rd.



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:31 p.m. by Chair Beckerman.

ROLL CALL

Mike Giller	Jay Beckerman	Mark Leas	George Swintz
Tanya Delahoz – absent	Steve Gerard	Allen Frechter	

APPROVAL OF MINUTES

With no changes, the November 2, 2021 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the November 16, 2021 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

COMBINED HEARINGS:

1. Village at Breckenridge Large Vendor Cart (Hungry Dog) (SVC), 655 S. Park Avenue, PL-2021-0543
Ms. Crump presented a proposal for operation of a large vendor cart on the Village at Breckenridge Plaza, on the north side of the Antero Building.

Commissioner Questions / Comments:

Mr. Leas: None

Mr. Frechter: None

Mr. Gerard: We have discussed connecting electric services and foot traffic which can present a hazard. Has this been discussed? (Ms. Crump: Other carts have the plastic cover over electric wires to prevent tripping.) (Mr. Somers: The plan is to have the rubber covers or something along those lines). Since this was a new cart, I hope you'd thought about that. Nothing else.

Mr. Giller: None.

Mr. Swintz: I was at the site, another cart has one light, that was a question I had. This flows into the plaza. That light is a down light highlighting the menu. Just a comment. Second, do we have jurisdiction over the location that it sits on, on the lot. (Ms. Crump: The master plan identifies the cart locations, approved by the HOA and our Master Plan process. These are predetermined. The plaza has easements for walking and utilities and the plaza is used for events. I don't know that we would want it in a different place.) when I looked, it looked like it was against the building. good that it isn't. The other ones are right next to the building. When I look at the pads, the location is close to the NESW logo, it seems like you can get a fire engine, but restricts people carrying skis. Nothing further.

Mr. Beckerman: What is the time frame? (Ms. Crump: The permit would apply for three years. It would be good through November 23, 2024). Are the other two lots coinciding, or are they on a different cycle. (Ms. Crump: The other vendor cart from last week would be good through November 2024, I am not sure about the third cart). That is all.

Mr. Swintz: If we transfer density, do we amend the master plan to take the fourth cart off or do we catch it if other developments are applied for? (Ms. Crump: I'm not 100% sure what the process or requirements for updating the master plan would be, I will defer to Mark.) (Mr. Truckey: We will catch it and flag it likely to memorialize that). For the record there are only three allowed now? (Mr. Kulick: Since this is outside the historic district, they could do a fourth cart with a density transfer in theory. From that standpoint, how things move around in the village, it is not out of the realm of possibility. If there's enough parking allocated such a transfer can occur. We did have a MP amendment transferring the density

to the office use. They chose to keep the four pad sites shown on the plaza.)

Commission Comments:

- Mr. Swintz: I am a fan of your business venture, I would say I am clearly in favor of approval.
Mr. Giller: Thank you for the good report, it meets the code. I favor this project.
Mr. Gerard: I agree, these are nice benefits for a heavily foot trafficked area, I wish you success.
Mr. Frechter: I approve.
Mr. Leas: Nice project, no further comments.
Mr. Beckerman: I entertain a motion.

Mr. Gerard made a motion to approve the Village at Breckenridge Large Vendor Cart, seconded by Mr. Giller. The motion passed 6 to 0.

PRELIMINARY HEARINGS:

1. Father Dyer Addition, Landmarking, and Remodel (CK), 310 Wellington Rd., PL-2021-0373
Mr. Kulick presented a proposal to locally landmark and expand the church with a 2,496 sq. ft. addition to the non-historic part of the existing building. The footprint of the proposed expansion area currently has a non-compliant sunken terrace. The addition will accommodate additional rooms and facilities which will enable the Church to better accommodate its expanding role in providing a number of social services to the community including the food pantry, community dinners, dependency counseling, and youth programs. The following specific questions were asked of the Commission:

1. Roof Design: Staff believes the proposed gabled roof element over the south entrance on the existing addition complies with Priority Design Standard 141. Does the Commission concur?
2. Building Materials: Staff finds the proposed materials comply with Priority Design Standard 145. Does the Commission Concur?
3. Windows: Does the Commission support revising the project's windows and doors to better comply with Design Standards 95, 96 and 148?
4. Solar Panels: Does the Commission believe the proposed solar panels are overly visible from Wellington road?
5. Final Review: Does the Commission support this application returning for a Final Hearing assuming changes are made to achieve a passing point analysis?
6. Does the Commission have any additional comments on the proposed project design or point analysis?

Bobby Craig, Arapahoe Architects, Architect:

Hi I am here with Dave Pringle and Peter Grosshuech representing the church. First thing I want to address is the side lights on the existing building. There is full side light glass, we are not showing the doors but they are a wood panel. If you look at the south elevation, there is currently this odd arch gable window. Off to the right there is a small window, existing, with a weird slider below it. If you go down, lower left of this sheet, west elevation, you will see the odd shaped arched top window and glass, this goes to the sanctuary. On the north elevation, you see another type of arched window above existing window. We have odd window shapes we are trying to reign in. the base elevation we are trying to maintain. We will change from stucco to vertical metal. On the new elevations, South, we remove the arch top and add the gable protecting the door with a covered porch, a more traditional look. The same width for doors, is half glass above with wood panel below. This will be half-and-half, more traditional style. We have left the window to the right with the arch top and slider. We want to save as much existing as possible. To save money and to keep the transition from old to new. We want to divide the elevation into 1/3 at the base, mid and top. Very traditional way to break up the façade. On the North elevation, we have left the arch top above the door. We aren't touching that. In the middle, we have created a link, adding double hungs there. To the right, it lines up to the base of the front, breaking up the massing. We wanted to step the base there. If you see the shed roof over the entry, this is

shedding towards us, so that the cabin is protected, it won't be hit by snow on either roof. On the West elevation. The base windows are the only light into the community room at the lower level. We are losing the plaza, but we want some natural light. We are proposing to replace siding windows on this lower level with any awning type. This follows the county courthouse motifs. The issue here is about the triple hungs. We did a calculation of the glazing on this side, it is 24.7% of the West elevation. We can decrease it. We can take the triple hungs and make them into a larger scale double hung. We don't want hard to manufacture sizes. We can go back and look for double hung sizes, make these smaller and more traditional. Solar panels. We have placed them on the roof sloping toward wellington there. The other features are dominant. Solar panels go on South facing roofs for good energy. You can do it east or west facing roofs, but generally, you have to put more panels on. You can see if we put them on the West roof, they would be just or more visible. We don't want to put any on the historic church roof. All the roofs otherwise aren't suitable for panels. First right of refusal is actually first right of offer. This is in the development agreement, so this isn't a part of this review. Trash enclosure is existing. We can come back with more details on this. This won't be separate building. it isn't an overhead door. Its for smaller roll off containers. The link color- the idea is to go with darker, as a receding color. We want to make it a bigger differentiation from historic to new, so the link looks further behind. We don't want it white. Window detailing, we will show you the trim and more information. We have +7 total spaces compared to the existing. No change for utilities, there are on the east side. No plan change. To address the points where we want comment. We feel that the entry door on the side does a good job going to traditional. We hope that becomes zero points. For the windows, if you want us to come back with smaller sizes we can. For the solar, my question is, if not here then where? Do we want solar or not to look on them? We can take them off, but we prefer to come back later then. You can do a weaved in shingle, but we can't change the texture. We want to go to final here we have gone a long way. Appreciate any input.

Mr. Gerard: You're right I think the link recedes back, unfortunately, we have the clear illustration in our guidelines that would prohibit putting solar there. If you could think about doing the one section in the Tesla, it would disappear. We have some precedent now in this area. My thought on the windows was a four pane cantilever.

Mr. Giller: Nice work Bobby. I want to walk through the elevations. The windows, your idea of an awning is fine. I would be agreeable to awnings at the basement level. (Mr. Craig: Absolutely.) On the connector, I applaud you on the vertical siding and dark color. This would be a good time to replace the one sider, it really does stick out. (Mr. Craig: Sure, can we keep the arched top? We can go to single fixed pane, or arch above.) I would go fixed unless you need ventilation. For the corrugated vertical base, I feel it's tall. I respect breaking the massing, but it's a different style, Spanish or Romanesque. This gothic church is about lightness and verticality. On the West elevation, it feels like the siding is cut off. I respect what you're trying to do. I would pull it down a foot or so. The heaviness against the white, is too heavy. It could help with a color rendering in the final. Nice job. Handsome project. These are just tweaks.

Mr. Swintz: I apologize I am late to the game. Great project. I applaud the north elevation, the metal is a big improvement from stucco. I looked at the solar and get setback from that, I too don't know much about Tesla, but maybe that's an option. It doesn't seem historic and I have to be on record saying that that's a show stopped for me. The window question is the second thing. I don't mind the big rocket windows with the circle. If triple hungs weren't two on the side but one, and proportioned out, that would be very aesthetic and would be less choppy. I agree with Chris K on this. The trash on the northeast corner isn't there now, it's by the sunken plaza now. We should look closer at the new location. The cabin isn't being changed? (Mr. Craig: Correct, new foundation). Thank you.

Commissioner Comments:

Mr. Giller: Nice job. 1. 3 gables are a good solution, this works 2. Windows, and vertical corrugated siding, I look forward to the answers on that 3. I spoke to windows. 4. Secretary standards

- are evolving. I could support panels if they have no aluminum and if they are close in color to the shingles. Close call. 5. With these comments incorporations you are OK for final. 6. We want to see this project succeed.
- Mr. Gerard: I echo. Nice job. 1. Yes I concur. 2. Yes I concur, they comply. You have to be careful with the rusted metal base. Mr. Giller pointed out ways to diminish. 3. I concur with Chris's analysis of the windows. It's a busy window project. Lots of windows. More the same the better we are. You are receptive to these changes, the sliders don't look right. 4. I would approve with the panels. Get the flattest panels you can and blend them in. paint or use dark metal in the mountings. In this day and age the solar benefit trumps the issue. You are putting them on a secondary structure and they are shielded. Your idea of the dark color on the connector is a great idea. We had a project where the color was light and it looked like one long building. 5. You can make this ready for final. 6. I like the project we want to see you succeed.
- Mr. Frechter: Thanks for responding. 1. I support 2. I support. Make adjustments on the wainscoting on the West 3. I agree with Chris' points on the West. Anything you can do to adjust the existing window would be great. 4. I support. Father dyer would've used the panels. We are making a push 5. I think it's ready.
- Mr. Leas: I appreciate the changes. Very important projects. We want to see it proceed. 1. I concur, it complies 2. They are compliant, minor details. 3. I concur with commissioner comments, we are close. Tweak them a bit more 4. I like to see the solar move forward if we can do it in the confines of the design standards 5. Yes it is ready. That's all.
- Mr. Swintz: Bobby you are headed to final and it's a great testament to your hard work. I echo what everyone has said. 1. Connector isn't as steep but for solar is fine. No one has commented on doors on North elevation. Right now it is all wood. A storefront scenario isn't right. Match the door. 2. These are OK I concur on the corrugated metal 3. I provided my solution on the windows already 4. I am not a fan of those solar but looking for more solutions 5. Can't wait to see the final.
- Mr. Beckerman: 1. Yes, gable is OK 2. Looking forward to seeing color rendering 3. I like the idea of double hung on the windows. I applaud you on that idea 4. I am a firm believer on having solar. This is a town goal. Shingles or better mounting, these aren't overly visible, this gives us with the ability for us to moderate. The protrusions hide it. I am firm on moving forward with them. 5. Yes ready for final. I applaud all the work and look forward to seeing it.
- Mr. Truckey: It pains staff to suggest not putting up solar panels. We did that because of the design standards. Council had a deliberate conversation on this several years ago. Their solution was to make space for people in the solar garden for people to subscribe. That has sailed now, but I hear what you all are saying, hopefully Bobby can come back with a good solution. Low impact in terms of visual. We need clarification on the windows, if we would get better direction on that. It would be helpful for staff and the applicant.
- Mr. Leas: If I had to make a choice, I say take four and make it two and leave it as drawn as triple hung, that is simplest.
- Mr. Frechter: I agree. dropping the proportion will help. Fewer tall windows better meets the standard.
- Mr. Gerard: They could go from four to two, they can be double or triple hung. I support the height, but reduce in number.
- Mr. Giller: Simpler, smaller has been what we have talked about. I leave it to you on how to make this best work.
- Mr. Swintz: The two triples on either side. The single pane of the triples would be in the middle of the six squares. It moves away from the big ones adding some space. Are the rockets stained glass? (Mr. Craig: Clear glass).

OTHER MATTERS:

1. Town Council Summary

WORK SESSIONS:

1. Exterior Loudspeakers

Mr. Truckey presented an overview of proposed changes to the development code concerning exterior loudspeakers at commercial establishments.

Commission Questions / Comments:

- Mr. Leas: Any establishment would need a permit, to add speakers? (Mr. Truckey: Yes, only for allowed outdoor patios associated with restaurants and dining.) So anyone that has them gets grandfathered in? But then you are codifying regulations for what speakers need to be. Everyone should be on a level playing field (Mr. Truckey: Yes, this is a code enforcement issue). So the only thing we are doing here is for new speakers you need a permit? (Mr. Truckey: Pretty much, yes.)
- Mr. Frechter: If they are upgrading or replacing too? (Mr. Truckey: Yes). Does a licensed sound engineer need to look at this? (Mr. Truckey: I am not sure there is good licensing for the sound engineers, so it will be determined on a case-by-case basis). For residential units in commercial areas, they just have to follow the noise ordinance? (Mr. Truckey: correct). For private events, if someone uses speakers that have to be approved can they use the private events? They would still have to follow the noise ordinance. (Mr. Kulick: if it goes through SEPA it may not have to comply as a special event). The language seems like if you have a private event, you are exempt. It could be interpreted that the noise ordinance might not need to be followed.
- Mr. Beckerman: Does the grandfathering of the speaker transfer with ownership? (Mr. Truckey: Yes. We may do a mass mailing to gather more info on who has existing speakers.)
- Mr. Gerard: Noise violations are the biggest complaint in my POA. Sound install trucks show up and there's speakers at the hot tub and outside. This could be improved by doing one thing, not allowing speakers to be pointed away from the structure. Everyone on the outside hears it better. You could say "shall be affixed in a manner to not project sound away from the structure."
- Mr. Giller: This is like lighting design, like point source. Good idea Steve.
- Mr. Leas: The way the speaker is pointed is most important. You need to be careful saying not to project, it's more on specific direction it's pointed, not where projected because sound bounces off. It's more of the way the face of the speaker projects. (Mr. Gerard: it seems to me the speakers project the sound and you don't want it going away from the building but OK). You wanted to say the way the speaker points, this is the most important. Result of the sound is secondary.
- Mr. Swintz: More so the wattage output.
- Mr. Giller: What about overall limit on size of speaker itself? Or the wattage output?

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.

November 2021

Friday, Nov. 19th, 2021	Cool River Coffee House	Coffee Talk	8:30am - 9:30am
Tuesday, November 23rd, 2021	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

December 2021

Saturday, Dec. 4th, 2021	Main Street	Lighting of Breckenridge	All Day
December 8th - 12th, 2021	Main Street	ULLR Festival	All Day
Tuesday, December 14th, 2021	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm

January 2022

Tuesday, January 11th, 2022	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
January 24th - 30th, 2022	Riverwalk	ISSC	All Day
Tuesday, January 25th, 2022	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

Other Meetings

November 22nd, 2021	Breckenridge Creative Arts	3:00pm
	Open Space & Trails Meeting	5:30pm
November 23rd, 2021	Board of County Commissioners Meeting	9:00am / 1:30pm
November 24th, 2021	Summit Stage Transit Board Meeting	8:15am
November 25th, 2021	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
November 30th, 2021	Tourism Overlay District Advisory Committee Meeting	10:00am
December 1st, 2021	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
December 2nd, 2021	Northwest CO Council of Governments	10:00am
December 7th, 2021	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
December 8th, 2021	Breckenridge Heritage Alliance	Noon
December 9th, 2021	I-70 Coalition	10:00am
	Upper Blue Sanitation District	5:30pm
December 13th, 2021	Breckenridge Creative Arts	1:00pm
December 14th, 2021	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
December 16th, 2021	Transit Advisory Council Meeting	8:00am



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.

December 20th, 2021	Social Equity Advisory Commission	9:00am
December 21st, 2021	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
December 22nd, 2021	Summit Stage Transit Board Meeting	8:15am
December 23rd, 2021	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
December 27th, 2021	Open Space & Trails Meeting	5:30pm
December 28th, 2021	Board of County Commissioners Meeting	9:00am / 1:30pm
January 4th, 2022	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
January 5th, 2022	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
January 11th, 2022	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
January 12th, 2022	Breckenridge Heritage Alliance	Noon
January 14th, 2022	I-70 Coalition	9:30am
	Upper Blue Sanitation District	5:30pm
January 17th, 2022	Social Equity Advisory Commission	9:00am
January 18th, 2022	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
January 20th, 2022	Transit Advisory Council Meeting	8:00am
January 24th, 2022	Breckenridge Creative Arts	1:00pm
January 26th, 2022	Summit Combined Housing Authority	9:00am
TBD	Water Task Force Meeting	8:00am
	Art Installation Meeting	2:00pm
	QQ - Quality and Quantity - Water District	1:15pm