



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, February 27, 2024, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Login information is available in the calendar section of our website: www.townofbreckenridge.com. If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - FEBRUARY 13, 2024

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

- A. PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)
- B. BRECKENRIDGE SKI RESORT UPDATE
- C. BRECKENRIDGE TOURISM OFFICE UPDATE

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2024
 - 1. *COUNCIL BILL NO. 2, SERIES 2024 - AN ORDINANCE OF THE TOWN OF BRECKENRIDGE SETTING FORTH THE ANNUAL SUPPLEMENTAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023*
 - 2. *COUNCIL BILL NO. 3, SERIES 2024 - A BILL FOR AN ORDINANCE ESTABLISHING A PROCESS FOR CERTIFYING LIENS TO THE COUNTY FOR UNPAID ADMINISTRATIVE FINES IMPOSED FOR VIOLATIONS OF THE HOUSING CODE*
 - 3. *COUNCIL BILL NO. 4, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE ADMINISTRATIVE APPEALS PROVISION OF THE HOUSING REGULATIONS*

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2024
 - 1. *COUNCIL BILL NO. 5, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING A SUBORDINATION AGREEMENT WITH FIRST BANK PERTAINING TO STABLES*

VILLAGE HOMES LLC FINANCING FOR THE STABLES VILLAGE PROJECT

2. *COUNCIL BILL NO. 6, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE CODE PERTAINING TO WATER SERVICE CHARGES*

B. RESOLUTIONS, SERIES 2024

1. *RESOLUTION NO. 8, SERIES 2024 - A RESOLUTION APPROVING A DONATION TO THE FAMILY AND INTERCULTURAL RESOURCE CENTER COMMUNITY FOOD MARKETS*

C. OTHER

1. *ACTION TO ADOPT WATER ATTORNEY RATES*

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC (Town Manager)

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (Bergeron)

C. BRECKENRIDGE TOURISM OFFICE (Carleton)

D. BRECKENRIDGE HISTORY (Saade)

E. BRECKENRIDGE CREATIVE ARTS (Rankin)

F. CML ADVISORY BOARD UPDATE (Saade)

G. CHILD CARE ADVISORY COMMITTEE (Beckerman)

H. SOCIAL EQUITY ADVISORY COMMISSION (Saade)

I. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE (Beckerman)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR FEBRUARY, MARCH AND APRIL

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Pro Tem Owens called the meeting of February 13, 2024, to order at 7:00pm. The following members answered roll call: Todd Rankin, Jeffrey Bergeron, Dick Carleton, Jay Beckerman, and Mayor Pro Tem Kelly Owens. Carol Saade joined the meeting at 7:02pm.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – January 23, 2024

With no changes or corrections to the meeting minutes of January 23, 2024, Mayor Pro Tem Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there were no changes to the agenda. Mayor Pro Tem Owens declared the agenda approved as presented.

IV) COMMUNICATIONS TO COUNCIL

A) PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

Mayor Pro Tem Owens opened Public Comment.

With no public comment Mayor Pro Tem Owens closed public comment.

V) BLACK HISTORY MONTH PROCLAMATION

Mayor Pro Tem Owens read the proclamation into record.

VI) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2024

1) COUNCIL BILL NO. 1, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO EXTERIOR LIGHTING

Mayor Pro Tem Owens read the title into the minutes. Julia Puester, Community Development Assistant Director, stated this ordinance would amend Town Code related to exterior lighting specifications. She further stated there are no changes to this ordinance from the version approved on first reading.

Mayor Pro Tem Owens opened the public hearing.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 1, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO EXTERIOR LIGHTING. Council Member Beckerman seconded the motion.

The motion passed 6-0.

VII) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2024

1) COUNCIL BILL NO. 2, SERIES 2024 - AN ORDINANCE OF THE TOWN OF BRECKENRIDGE SETTING FORTH THE ANNUAL SUPPLEMENTAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

Mayor Pro Tem Owens read the title into the minutes. Tracey Lambert, Senior Accountant, stated this ordinance sets the final appropriations required for the 2023 budget year.

Mayor Pro Tem Owens opened the public hearing.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 2, SERIES 2024 - AN ORDINANCE OF THE TOWN OF BRECKENRIDGE SETTING FORTH THE ANNUAL SUPPLEMENTAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023. Council Member Beckerman seconded the motion.

The motion passed 6-0.

- 2) COUNCIL BILL NO. 3, SERIES 2024 - A BILL FOR AN ORDINANCE ESTABLISHING A PROCESS FOR CERTIFYING LIENS TO THE COUNTY FOR UNPAID ADMINISTRATIVE FINES IMPOSED FOR VIOLATIONS OF THE HOUSING CODE
Mayor Pro Tem Owens read the title into the minutes. Town Attorney Kirsten Crawford stated this ordinance creates a process for certifying liens to the County for the purpose of violations of the Housing Code.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 3, SERIES 2024 - A BILL FOR AN ORDINANCE ESTABLISHING A PROCESS FOR CERTIFYING LIENS TO THE COUNTY FOR UNPAID ADMINISTRATIVE FINES IMPOSED FOR VIOLATIONS OF THE HOUSING CODE. Council Member Carleton seconded the motion.

The motion passed 6-0.

- 3) COUNCIL BILL NO. 4, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE ADMINISTRATIVE APPEALS PROVISION OF THE HOUSING REGULATIONS
Mayor Pro Tem Owens read the title into the minutes. Town Attorney Kirsten Crawford stated this ordinance amends the Housing Regulations to allow for the previously proposed appeals process.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 4, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE ADMINISTRATIVE APPEALS PROVISION OF THE HOUSING REGULATIONS. Council Member Beckerman seconded the motion.

The motion passed 6-0.

- B)
1) RESOLUTIONS, SERIES 2024
RESOLUTION NO. 6, SERIES 2024 - A RESOLUTION APPROVING THE CLIMATE EQUITY PLAN
Mayor Pro Tem Owens read the title into the minutes. Matt Hulsey, Assistant Director of Mobility, stated this resolution would approve the Climate Equity Plan, which is intended as an overlay to the existing Summit Community Climate Action Plan.

Council Member Bergeron moved to approve RESOLUTION NO. 6, SERIES 2024 - A RESOLUTION APPROVING THE CLIMATE EQUITY PLAN. Council Member Rankin seconded the motion.

The motion passed 6-0.

- 2) RESOLUTION NO. 7, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF MUTUAL AID IN HANDLING HAZARDOUS SUBSTANCE INCIDENTS
Mayor Pro Tem Owens read the title into the minutes. Chief James Baird stated this resolution would approve an IGA with Summit Fire Authority for the purpose of handling hazardous substance incidents in Breckenridge. He further stated this IGA would last 5 years, similar to the last one that was approved.

Council Member Bergeron moved to approve RESOLUTION NO. 7, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF MUTUAL AID IN HANDLING HAZARDOUS SUBSTANCE INCIDENTS. Council Member Beckerman seconded the motion.

The motion passed 6-0.

C) OTHER

VIII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

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

IX) REPORT OF TOWN MANAGER AND STAFF

Town Manager Shannon Haynes stated the next meeting will host a joint discussion with the Board of County Commissioners and we will be soliciting agenda items for this meeting. She also stated that staff are still talking to the School District about Block 11 housing, and we hope to hear back from them in March. Haynes stated we will not be offering non-profit units at the Larkspur housing complex, we have extended the lottery for those additional units, and we expect to have occupants around May 1. She also asked Council if they would like to see a volunteer fair at Town Party, and several Council members mentioned Town Clean-Up Day would also be a good location for it.

X) REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

Mayor Pro Tem Owens stated MMC discussed the MLK Weekend communications throughout the County. She also stated FIRC presented and stated they have a \$300K shortfall this year, and all Summit town councils will contribute \$50K this year and \$50K next year. Council agreed they were in support of this contribution. She also stated they discussed a sweetened beverage tax to fund a food pantry. Council members, with the exception of Council Member Carleton, stated they were in favor of learning more about this possible future ballot measure. Mayor Pro Tem Owens stated CAST attendees learned about the electrification of fleet vehicles and she would like to see if Council is in support of a policy for the purchase of electric vehicles across all departments. Council Member Carleton stated he's concerned about the technology. Council agreed to have a work session to explore this further. Town Manager Haynes stated CAST also discussed geothermal and ground source heat pumps.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

No update.

C. BRECKENRIDGE TOURISM OFFICE

Council Member Carleton stated winter season data is flat to last year and Easter is down, while ADR is down 3%. He also stated the BTO is working on reviewing the resident sentiment survey and the Board of Directors is doing strategic planning this week for 2025.

D. BRECKENRIDGE HISTORY

Council Member Saade stated Breck History is working on what a new welcome center could look like featuring holographs and virtual reality displays. She also stated they are seeing a lot of success with the school educational programs.

E. BRECKENRIDGE CREATIVE ARTS

No update.

F. CML ADVISORY BOARD UPDATE

No update.

G. CHILD CARE ADVISORY COMMITTEE

No update.

H. SOCIAL EQUITY ADVISORY COMMISSION

No update.

I. ARTS AND CULTURAL MASTER PLANNING

Council Member Beckerman stated they have established desired outcomes, such as uses and recommendations for management and funding for the facilities and arts in general. He further stated the group is using the Destination Master Plan and the BTO to help steer the process and engage the community. Council Member Beckerman

stated the timeline is a 9-12-month process from when the contract is awarded to the final master plan, and the draft should be completed in November.

XI) OTHER MATTERS

Council Member Bergeron stated Hoosier Pass has been a debacle this year with gridlock and jackknifed semis. He also stated the Town has been plowing over electrical boxes and they are hard to access. Council Member Bergeron stated he would love to see the Kingdom of Breckenridge sign displayed in the Blue River Plaza as a photo opportunity. Council Member Carleton expressed his support for the sign and stated he would like the reference to our history as part of the display. He further stated maybe the new Ullr Park/Plaza would be the best location for the sign. Mayor Pro Tem Owens explained she was initially put off by the exclusivity of the “Kingdom” but now she likes history reference and would support using that as part of a display.

Council Member Carleton thanked the Ice Rink staff for their work over the weekend at the youth hockey tournament.

XII) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR FEBRUARY, MARCH AND APRIL

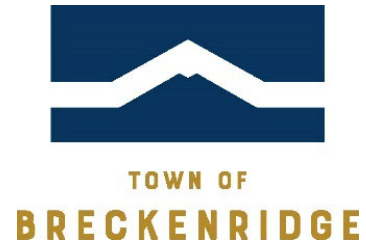
XIII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:40 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor Pro Tem



Memo

To: Breckenridge Town Council
From: Tracey Lambert, Senior Accountant
Date: February 14, 2024 (for the February 27th meeting)
Subject: 2023 Supplemental Budget Appropriation (Second Reading)

The Town Council approves a budget each year. From time to time, it is necessary to make changes to the budget as circumstances necessitate. This appropriation is being submitted based upon review of December year to date actuals. Any Fund with expenses over the 2023 Adopted Budget is included in this appropriation.

Please find below the ordinance appropriating the funds required for the Adopted Budget 2023. The ordinance is submitted for the second reading. There is an addition to the first reading to include \$50K for Healthcare Benefits.

FUND	EXPENSE	NOTES
GOLF #005	\$19,000	Charges for services-General
EXCISE TAX #006	\$36,000	Charges for services-Professional Services for Chandler/COP fees
CONSERVATION TRUST #009	\$15,000	Transfers-Additional income from CTF transferred to Capital Fund
PARKING & TRANSPORTATION #017	\$32,000	Charges for Services-Cost sharing with Summit County for Quandary Peak Shuttle
HEALTHCARE BENEFITS x020	\$50,000	January accrual booked to Dec 2023
TOTAL	\$152,000	

COUNCIL BILL NO. ___

Series 2024

AN ORDINANCE OF THE TOWN OF BRECKENRIDGE SETTING FORTH THE ANNUAL SUPPLEMENTAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, at the direction of the Town of Breckenridge Council, the Town Manager has prepared and submitted a proposed budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, to the Town Council; and

WHEREAS, in accordance with the municipal charter, § 5.8, the Town Council hereby appropriates to the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

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

1. Town Council hereby approves the ordinance appropriating supplemental expenditure of the Town of Breckenridge for the year beginning January 1, 2023, and ending December 31, 2023, to the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

FUND	REVENUE	EXPENSE	RESTRICTIONS
PARKING & TRANSPORTATION FUND #017		\$32,000	
HEALTHCARE BENEFITS #020		\$50,000	
CONSERVATION TRUST #009		\$15,000	
EXCISE FUND #006		\$36,000	
GOLF FUND #005		\$19,000	
TOTAL		\$152,000	

2. The amounts set forth above and in the annual budget of 2023 as approved by Resolution No. _____, Series of 2023, are hereby appropriated to the uses stated and the Town Manager has the authority to expend the amounts shown for the purposes stated.

3. 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 27th day of February 2024.

ATTEST:

TOWN OF BRECKENRIDGE

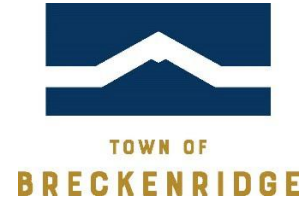
Helen Cospolich, Town Clerk

Kelly Owens, Mayor Pro Tem

APPROVED IN FORM

Town Attorney

Date



Memo

To: Town Council
From: Kirsten J. Crawford, Town Attorney
Date: February 21, 2024
Subject: Amendment to Housing Division Regulations

Staff recommends Council approve on second reading the proposed amendment to the Town of Breckenridge code to authorize the division of housing to certify delinquent administrative fines to the county treasurer to be paid in the same manner as unpaid taxes. There have been no changes since first reading.

Enforcement Mechanisms in Local Ordinances

The Town has made recent efforts to bolster enforcement of code violations, specifically within the division of housing, in its ongoing effort to preserve affordable housing stock for the local workforce. Creating the appropriate tools for enforcement in the policymaking process is an important consideration. The four major types of enforcement are described briefly below:

- **Criminal:** This requires summons and a complaint filed in municipal court. Remedies include infractions (\$500.00) in some cases or a one-time fine of \$2650.00, or imprisonment not to exceed one year. These are jurisdictional maximums for municipal courts set by state law.
- **Civil/Equitable:** Most of the covenants in the Town contemplate civil enforcement, which allows the Town to initiate an action for damages, in some cases liquidated damages and/or seek an injunction.
- **Administrative:** In 2022, the Council adopted administrative fines and penalties which authorize staff to issue notices of violation without having to file a formal court case. These fines are reviewable by a third-party hearing officer.
- **Private enforcement:** A local ordinance may allow an individual to enforce a regulation in court where there is alleged injury or damage¹.

Proposed New Process for Certification of Lien

The existing 2022 housing code allows staff to impose administrative fines in a schedule depending on the alleged violation. The staff first issues a notice to the owner in violation allowing the opportunity to cure the violation. If the violation is not cured in the required timeframe, then the staff may impose a fine; in some cases, fines accrue daily for continuing violations. While this tool has proven to be both effective and efficient, there are some examples of owners who neither cure the violation, nor pay the fine. One option not presented is to have a third-party collection contract. While that may be an option we will consider in the future, we recommend a better first alternative is to certify any unpaid fines to the county treasure to be collected in the same manner as unpaid sales taxes. The finance team is familiar with the process and staff have alerted the County treasurer of the proposed new policy presented here.

¹ We have not adopted this sort of mechanism yet in Town regulations yet.

So long as we adopt the proposed amendments by ordinance as presented here, state law authorizes this action under C.R.S., § 31-20-105 (that provides: “Any municipality, in addition to the means provided by law, if by ordinance it so elects, may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be by this title.”) Furthermore, the municipal charter, section 5.8, requires that any regulation where a “penalty is imposed, or placing any burden upon or limiting the use of private property, *shall be by ordinance.*”

As we build on our administrative enforcement program initiated in 2022, we may be considering other tools as we identify any gaps. We also want to be continuously cognizant of striking the right balance in administering the program in a fair, equitable, and judicious manner which may drive the decision of the appropriate enforcement action or remedy being sought.

A BILL FOR AN ORDINANCE ESTABLISHING A PROCESS FOR CERTIFYING LIENS TO THE COUNTY FOR UNPAID ADMINISTRATIVE FINES IMPOSED FOR VIOLATIONS OF THE HOUSING CODE.

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

Section 1. That a new subsection C is added to section 9-16-6 and the section is amended by deleting the language stricken and adding the language underlined to read as follows:

9-16-6: NOTICE, FINES, ~~AND PENALTIES,~~ AND LIENS:

A. Fines and Penalties: Failure to comply with the requirements of this chapter or this Code may result in the following fines and penalties:

1. Failure to comply with a deed restriction or covenant shall be punishable by an administrative penalty in the amount of one hundred dollars (\$100.00) per day.
2. Failure to file an annual verification affidavit or respond to a request for compliance information from the town shall be punishable by an administrative penalty of two hundred and fifty dollars (\$250.00).
3. Failure to comply with occupancy or employment covenants in any deed or restrictive covenant may result in limitations on housing sale appreciation amounts.
4. Violations of this chapter shall be subject to the general penalty set forth in section 1-4-1 of this Code, including failure to pay the administrative penalty imposed by this section in a timely manner.
5. Fines and penalties under this section are cumulative.

B. Warnings and Notice:

1. Written notice of an administrative penalty shall be provided by first class United States mail to such person at such person's last known address. The administrative penalty shall be due and payable within fourteen (14) days of the date of the notice.
2. The housing division will issue a first warning prior to imposing fines or penalties in accordance with this chapter

1 C. Lien on Property for Delinquent Fines, Charges, and/or Assessments.

2 1. Failure to pay any fines, charges, or assessments (“charges”) imposed by the
3 division of housing under this chapter may result in a lien on the real property subject
4 the violation.

5 2. Any or all delinquent fines, charges, or assessments made or levied to be
6 certified to the treasurer of the county and be collected and paid over by the treasurer of
7 the county shall be processed in the same manner as taxes are authorized to be by title
8 3, chapter 2. A notice of lien may be prepared by the finance director or their designee
9 and filed with the Summit County treasurer no sooner than five (5) days following the
10 day the charges were due and not paid. Such notice of lien shall include the following:

11 i. The name of the owner of the property;

12 ii. A legal description of the property as tax assessed by the Summit County
13 assessor, and the number and street address of the property to which the notice of lien
14 is applicable;

15 iii. The nature of the lien; and

16 iv. A statement that notice of lien is given pursuant to this section.

17 v. The finance director or their designee shall mail a copy of such notice of
18 lien to the billing address of the owner.

19 vi. Once a notice of lien has been filed with the Summit County treasurer, there
20 will be a one hundred dollar (\$100.00) service charge for the administration and work to
21 process the lien which will be required to be paid in addition to full payment of the
22 charges due and owing. required for such lien.

23 vii. The division of housing has the sole discretion to release a lien upon its own
24 action or upon request of the owner for good cause.

25
26 **Section 2.** This ordinance shall be published and become effective as provided
27 by Section 5.9 of the Breckenridge Town Charter.

28
29 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
30 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
31 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the

1 ___ day of ____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
2 Building of the Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

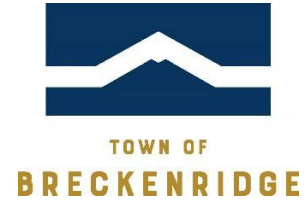
By: _____
Kelly Owens, Mayor Pro Tem

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney



Memo

To: Town Council
From: Kirsten J. Crawford, Town Attorney
Date: February 21, 2024
Subject: Amendment to Housing Division Regulations

Staff recommends the Council approve on second reading the proposed amendment to the Town of Breckenridge housing code to clarify the appeals process including timeframes, and submission of complaints. There have been no changes since first reading.

Staff is also proposing to add a provision in the housing regulations that mirrors a provision in the short-term rental regulatory framework, specifically authorizing the Town attorney to resolve disputes in lieu of a hearing on a case-by-case basis. Staff has found this tool has resulted in successful resolution of three cases without the time and resources of holding a hearing which includes expenses such as third-party hearing officer fees, and staff and attorney time to present the case, among other expenses.

A BILL FOR AN ORDINANCE AMENDING THE ADMINISTRATIVE APPEALS PROVISION OF THE HOUSING REGULATIONS.

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

Section 1. That section 9-16-7 entitled "APPEALS" is amended to add the language underlined to read as follows:

9-16-7: APPEALS:

A. Any party found in violation of this chapter has a right to appeal to an administrative hearing officer by submitting a complaint in writing to the town manager setting forth both the grounds for the appeal and supporting facts within ten (10) days after the date of mailing of notice of violation.

B. A hearing shall be held within thirty (30) days of the date of the filing of the notice of appeal, unless the parties mutually agree to a longer time. Notice of an administrative hearing shall be given by the hearing authority to each party establishing the time and place of a hearing not less than twenty (20) days before the date the hearing is to be held. The hearing authority may continue any administrative hearing, upon timely request, for good cause shown, or upon its own initiative.

C. Each party may appear with counsel at the cost of the party and has the right to present such evidence as may be relevant, and to cross-examine all witnesses. The strict rules of evidence shall not apply to an administrative hearing.

D. The burden of proof shall be on the proponent of a claim or issue to prove such claim or issue by a preponderance of the evidence, and on the party raising any affirmative defense or matter of mitigation to prove such affirmative defense or matter of mitigation by a preponderance of the evidence. "Preponderance of the evidence" means to prove that something is more probably true than not.

E. The finding or decision of a hearing authority in connection with any administrative hearing shall be in writing. The decision of the hearing authority shall be final, subject to the right of any aggrieved party to contest the matter in an appropriate court action

1 commenced under rule 106(a)(4) of the Colorado Rules of Civil Procedure. For
2 purposes of determining the time limit for the commencement of an action under rule
3 106(a)(4) of the Colorado Rules of Civil Procedure, the decision of the hearing authority
4 shall be deemed to be final upon the hearing authority's issuance of the written finding
5 or decision.

6 F. Stipulation in Lieu of Public Hearing: A party subject to fines or violations of this
7 housing code or under review of an administrative decision may contact the town
8 attorney to discuss the allegations or complaint and attempt to resolve the matter
9 without a hearing; provided the party contacts the town attorney no later than fourteen
10 (14) days prior to the scheduled hearing date. The town attorney will present
11 recommendations to the town manager as to whether to resolve a dispute and upon
12 written terms and conditions executed by the town manager and the appealing party.

13

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

16

17 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
18 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
19 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
20 ____ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
21 Building of the Town.

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24 TOWN OF BRECKENRIDGE, a Colorado
25 municipal corporation

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29 By:_____

30 Kelly Owens, Mayor Pro Tem

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1 ATTEST:

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5 _____

6 Helen Cospolich, CMC,

7 Town Clerk

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9 APPROVED IN FORM

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13 _____

14 Town Attorney

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Memo

To: Breckenridge Town Council Members
From: Melanie Leas, Housing Project Manager and Laurie Best Housing Manager
Date: 2/21/2024 (For February 27, 2024 Meeting)
Subject: Bill for an Ordinance Approving Agreement Relating to Development and Subordination-Stables Village Development

The Town received a request from Stables Village LLC (Developer) to execute an agreement with First Bank pertaining to the Developer's financing of Phase 1 of the Stables Village workforce housing project. Per the Project Agreement approved by Council in 2023 the Town and Developer's financial contributions have funded the infrastructure and initial 15 units that are under construction.

The Developer is in the process now of obtaining financing from First Bank for the completion of this first phase and the next 22 units beginning construction in May. In order to obtain financing, the lender, First Bank requires that the Town agree to the terms of Development and Subordination Agreement. Per the Charter, §15.3, requires Council approve encumbrances that, assign development rights to the lender in event of a default. Subordination agreements like this are common and most recently the Town has entered into subordinations for financing on Alta Verde 1 and 2.

The intent is to provide some protection for the lender while ensuring the workforce housing is protected in the event the developer defaults on the loan. Since that is the Town's primary concern, Staff has worked with the Town Attorney and First Bank to insure that in the event of a default by the Developer, the master plan and other planning documents will survive and control how the property may be used/developed. The master plan designates the land for deed restricted workforce housing. In addition, in the event of default the Town is committed to paying the loan in full if the Developer does not cure the default, in which case First Bank no longer has any interest in the project or property.

Summary

Staff fully supports the Agreement as presented and recommends approval of this Bill to facilitate the Developer's financing.

COUNCIL BILL NO. ____

SERIES 2024

A BILL FOR AN ORDINANCE APPROVING A SUBORDINATION AGREEMENT WITH FIRST BANK PERTAINING TO STABLES VILLAGE HOMES LLC FINANCING FOR THE STABLES VILLAGE PROJECT.

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

Section 1. That the Town Council of the Town of Breckenridge hereby approves the Agreement Relating to Development and Subordination attached hereto as **Exhibit A**.

Section 2. 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 _____, 2024. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Kelly Owens, Mayor Pro Tem

ATTEST:

Helen Cospolich, CMC,
Town Clerk

After recording return to:
FirstBank
Attn: Loan Operations
12345 West Colfax Avenue
Lakewood, CO 80215

AGREEMENT RELATING TO DEVELOPMENT AND SUBORDINATION

THIS AGREEMENT RELATING TO DEVELOPMENT AND SUBORDINATION (this “Agreement”) dated _____, 2024 (the “Effective Date”), is by and among the TOWN OF BRECKENRIDGE, COLORADO, a Colorado home rule municipality (the “Town”), STABLES VILLAGE HOMES LLC, a Colorado limited liability company (“Borrower”), and FIRSTBANK, a Colorado state banking corporation (“Lender”).

RECITALS

A. On or about May 15, 2023, the Town and Stables Village, LLC, a Colorado limited liability company, as a predecessor in interest to Borrower, entered into that certain Stables Village Project Agreement (“Project Agreement”), related to the construction of workforce housing (the “Project”) on the real property more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”).

B. The Property is subject to a Master Plan (PL-2023-0034) approved by the Town on April 11, 2023, commonly known as the Stillson Master Plan .

C. On October 10, 2023, the Town conveyed to the Borrower, a portion of the Property (Phase I of the Project, which included Phase 1A and Phase 1B per the budget documents and Tracts A, B, and C, collectively referred to herein as, “Phase 1 Property”) in consideration for the agreements set forth in the Project Agreement and for construction of the [thirty-seven homes comprised of 18 townhome units, 16 duplexes, and 3 single family homes] (“Phase 1 Project”).

D. In connection with the conveyance of the Phase 1 Property to Borrower, also on October 10, 2023, the Town and Borrower entered into a Restrictive Housing Covenant and Notice of Lien for Stables Village, Summit County, Colorado recorded with the Clerk and Recorder at Reception No. 1319331 on October 18, 2023 (the “Restrictive Covenant”). Also in connection with the conveyance of the Phase 1 Property to Borrower, the Town and Borrower entered into the Public Improvements, Site Work, and Infrastructure Construction Agreement dated August 15, 2023 (“Improvement Agreement”).

E. On or about even date herewith, Lender will close a construction loan to Borrower in an original principal amount of [approximately Twenty Million and No/100ths Dollars (\$20,000,000.00)] to fund a portion of the costs of the Phase 1 Project (“Loan”). The Loan is secured by, among other things, that certain Deed of Trust dated on or about even date herewith and recorded in the Records on _____ at Reception No. _____

123628547.5

and Assignment of Leases, Rents, and other Rights dated on or about even date herewith and recorded in the Records on _____ at Reception No. _____ (collectively, the “Deed of Trust”), encumbering the Phase 1 Property. The Deed of Trust, together with any and all agreements, documents, writings or instruments which evidence and/or secure the Loan, as the same may be extended, consolidated, amended, modified, supplemented, or restated are collectively referred to herein as the “Loan Documents.”

F. As a condition precedent to closing and advancing the Loan, Lender requires the parties execute and deliver this Agreement and the Borrower and Town wish to execute and deliver this Agreement. Capitalized terms not defined herein shall have the meanings ascribed in the Loan Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to enter into the transactions contemplated by the Loan Documents, Borrower, Lender and the Town agree as follows:

1. Consent to Loan. The Town hereby consents to the Loan and agrees that the Loan meets the conditions of the Project Agreement for an “Encumbrance” as defined in Section 16 of the Project Agreement.

2. Collateral Assignment of Development Rights and Project Agreement. As additional collateral for the Loan, Borrower has collaterally assigned to Lender all of Borrower’s right, title, and interest in and to the Project Agreement and any and all vested development rights under C.R.S. § 24-68-101 *et seq.*, development rights issued, granted, conveyed, or accruing to Borrower in connection with the Phase 1 Project, including, without limitation, all rights, benefits, approvals, variances and exemptions (collectively, with the Project Agreement, the “Development Rights”) and the Borrower has collaterally assigned the Improvement Agreement. The Town, upon demand from Lender as a result of Borrower’s uncured default under the Loan Documents, will recognize and accept Lender as the holder of the Development Rights and the Improvement Agreement for any and all purposes relating to Phase 1 Project as fully as it would recognize and accept Borrower and the performance of Borrower thereunder. Following a default or an Event of Default under the Loan Documents, without further notice or demand and without the necessity for any action and at Borrower’s sole cost and expense, (i) the Town upon written notice from Lender of the occurrence of a default or an Event of Default, shall be and is hereby authorized by Borrower to allow Lender to perform under the Project Agreement and the Improvement Agreement in accordance with the terms and conditions thereof without any obligation to determine whether or not such default or Event of Default has in fact occurred or is continuing, (ii) Lender is entitled to exercise all rights of Borrower under the Project Agreement and Improvement Agreement; and (iii) if Lender does so perform under either of the Project Agreement or the Improvement Agreement, Town shall not find a default of the Project Agreement or the Improvement Agreement merely on the basis of Lender assuming Borrower’s rights and responsibilities thereunder. Any amounts collected by Borrower or Lender under the Project Agreement or the Improvement Agreement after the occurrence of a default or

Event of Default by Borrower under the Loan Documents shall be applied in accordance with the provisions of the Loan Documents.

3. Subordination. Notwithstanding anything to the contrary set forth in the Project Agreement, the reverter obligations of Borrower set forth in Paragraph 13 of the Project Agreement and the termination rights set forth in Section 28 (individual, or collectively, as the context may require, the “Reverter and Termination Provisions”) (a) are hereby subordinated to Lender’s Deed of Trust, and if Lender shall complete a foreclosure of the lien of the Deed of Trust, or accept a deed in lieu thereof, such Reverter and Termination Provisions automatically terminate and shall be deemed null and void and of no further force or effect, and (b) are subject to the repayment of the Loan in full, until such time as the Loan is paid in full at which time the Lender’s Deed of Trust shall be released from the Property. In no event shall the Property be reconveyed by Borrower without payment of the Loan in full. In consideration of the terms in this Agreement, the parties agree upon Lender or its successors or assigns becoming an owner of the Property whether through foreclosure, deed in lieu thereof, or otherwise, Lender or its successors or assigns is entitled and has development authority from the Town to complete the Phase 1 Project in accordance with all of its customary requirements for developments under the authority of the Town, including issuances of permits, which approval shall not be unreasonably delayed or withheld by the Town, and/or Lender is entitled to sell any part of or the whole Property subject to the Stillson Master Plan and applicable land use guidelines. It being acknowledged by the Town that after the Lender or its successor or assigns is the owner of the Property, Town has no right to withhold permits, authorizations, or verifications of completeness of Phase 1 for the reason that the Phase 1 Project except the Town has the full right and authority to withhold permits, authorizations or verifications if the Property does not comply with the Town’s customary requirements for developments and in accordance with the Stillson Master Plan and applicable land use guidelines.

4. Restrictive Covenant. The Town acknowledges and agrees that the Restrictive Covenant and any Notice of Lien (as defined in and in the form attached to the Restrictive Covenant) between Town and Borrower are hereby irrevocably made and shall be subject and unconditionally subordinate to the Loan Documents, including, without limitation, (A) the liens created by the Deed of Trust and any and all renewals, extensions, modifications, assignments, replacements, or consolidations thereof; (B) all of the terms, covenants and conditions contained in the Loan Documents, including, without limitation, any and all of such advances, interest, expenses, charges and fees that are secured by the Deed of Trust and rights, privileges, and powers of Lender under the Loan Documents and all renewals, extensions, modifications, assignments, replacements, or consolidations thereof; and (C) the liens, terms, covenants and conditions contained in any security or loan documents (including, without limitation, any and all advances, interest, expenses, charges and fees) of any commercial lender who shall hereafter refinance the Loan in an amount equal to or less than all of the amount to pay in full Loan at such time of refinance. Upon Lender’s foreclosure of the Deed of Trust or deed in lieu thereof, the Restrictive Covenant and any Notice of Lien shall automatically terminate and shall be deemed null and void and of no further force or effect.

5. Town Agreements. Notwithstanding any provision in the Project Agreement to the contrary, without prior written approval of the Lender during the Standstill Period, the Town

will standstill from (i) proceeding with or assuming any responsibilities of the Borrower under the Project Agreement (except to complete the Public Improvements); (ii) entering the Property without an easement or license approved in writing by Lender which approval will not be unreasonably withheld (except for the purposes of constructing the Public Improvements, or as is customarily required for developments under the authority of the Town for inspections for issuances of permits or verifications of completion of improvements or for authorized governmental functions of the Town); (iii) taking possession of the Project, materials or any equipment relating to the Project; or (iv) terminating the Project Agreement. For purposes of this subsection 5 and otherwise in the Agreement, the “Standstill Period” means from the Effective Date and ending ninety (90) days after Lender’s receipt from the Town of written notice describing the Borrower’s default or event of default under the Project Agreement (“Town Default Notice”) or such longer time as Lender may need if within ninety (90) days of receipt of the Town Default Notice, Lender shall deliver to Town evidence that is has (x) commenced an action for appointment of receiver; (y) commenced foreclosure; or (z) is pursuing a cure for the event of default or default described in the Town Default Notice.

6. Estoppel. The Town and Borrower represent and warrant that all of the following are true:

(a) The “Master Plan” as defined in the Project Agreement has been approved by the Town;

(b) The budget for Phase 1 has been approved by the Town and the Town will be contributing \$11,100,000.00 to the costs of construction for Phase 1 Project which the Town and Borrower agree will be expended in full for costs of the Phase 1 Project before the Borrower is entitled to draw on the Loan;

(c) Neither the Town or Borrower have a right to terminate the Project Agreement pursuant to Section 9 of the Agreement with respect to the Phase 1 Project and if the Project Agreement shall be terminated with respect to any future phase of the Project, the Project Agreement still remains with respect to the Phase 1 Project;

(d) The Town has approved the plans and specifications for the Phase 1 Project and all of the public improvements required for the development of the Phase 1 Project have been approved;

(e) As of the Effective Date, the Project and any and all applications, plans, agreements and other required submittals in connection with the Project comply with all zoning and land use approvals of the Town, including site plan approvals and the site plan has been approved, and there are no conditions remaining outstanding for the Town approval of the site plan;

(f) The Project Agreement is in full force and effect and has not been modified, amended or assigned other than pursuant to this Agreement;

(g) The Improvement Agreement is in full force and effect and has not been modified, amended or assigned other than pursuant to this Agreement;

(h) Neither Town nor Borrower is in default under any of the terms, covenants or provisions of the Project Agreement, and the Town knows of no event or circumstance

which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Project Agreement;

(i) Neither Town nor Borrower has commenced any action or given or received any notice for the purpose of terminating the Project Agreement; and

(j) The Town has the full power and authority to enter into this Agreement.

7. No Amendments or Termination. The Town and Borrower agree that the Project Agreement shall not be terminated, amended or modified without the prior written consent of Lender.

8. Notices to Lender and Town. Borrower and the Town, respectively agree to provide Lender with any and all notices delivered between them in connection with the Project and under the Project Agreement.

9. Repayment of Loan.

(a) The Town and the Borrower acknowledge that the Loan Documents require at all times that the Loan proceeds left to be drawn pursuant to the Loan Documents together with Borrower's equity paid into the Phase 1 Project are sufficient to complete construction the Phase 1 Project. If the remaining Loan funds plus Borrower's equity paid into the Phase 1 Project are insufficient to fund the Phase 1 Project, Lender will send notice thereof to Borrower and the Town ("Budget Shortfall Notice"). Upon receipt of the Budget Shortfall Notice, if Borrower shall not fund the shortfall set forth therein, the Town will fund the shortfall, subject to Paragraph 10 of this Agreement.

(b) In the event of default under the Loan which is uncured by the Borrower for ninety (90) days, Town will pay the Loan in full, including without limitation all fees, costs, interest, and principal, subject to Paragraph 10 of this Agreement. Upon receipt of payment of the Loan, Lender will release the lien of the Deed of Trust and this Agreement will terminate. Borrower authorizes and the Lender agrees to accept the payment in full of the Loan from the Town.

10. Annual Appropriation. Any payment of the Loan or other financial obligation of the Town under this Agreement 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 shall not be made available, the Town shall have no financial obligation hereunder. The Town's obligations hereunder shall 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.

11. Further Assurances. So long as the Deed of Trust shall remain a lien upon the Property or any part thereof, the parties hereto, and their respective successors or assigns, shall execute, acknowledge and deliver, promptly after being requested to do so any and all further instruments in recordable form reasonably requested by the requesting party for the purpose of confirming and carrying out the purpose and intent of the foregoing covenants. Promptly upon repayment in full of the Loan, Lender will release the lien of the Deed of Trust, unless Lender determines in its reasonable discretion that any such repayment of the Loan may be considered a

“preference” as such term is used by applicable bankruptcy law or may otherwise be set aside or subject to return or recovery. Upon the release of the Deed of Trust, this Agreement shall be deemed to have terminate.

12. Notices. Any notice from Lender to Borrower, or Borrower to Lender, shall be given in the manner set forth in the Loan Documents. Any notice from the Town to Lender, or Lender to the Town, shall be in writing, shall be given by certified mail, return receipt requested, by Federal Express or other nationally recognized overnight delivery service, or delivered by hand, addressed as follows, or at such other address as a party entitled to receive notices hereunder (a “Notice Party”) may notify the other Notice Parties in writing:

If to the Town: Town of Breckenridge
Attn:

With a Copy to: _____

If to Lender: FirstBank
Attn: Presley Ilieva
12345 West Colfax Avenue
Lakewood, Colorado 80215

With a Copy to: Lewis Roca Rothgerber Christie LLP
Attn: Lindsay McKae, Esq.
1601 19th Street, Suite 3000
Denver, Colorado 80202

Any notice given hereunder if given by certified mail will be deemed received when delivered, or if delivery is refused, when delivery is first attempted in the ordinary course. Any notice sent by hand delivery shall be deemed received when actually received. Any notice sent by Federal Express or any nationally recognized overnight courier service shall be deemed received one business day after having been deposited with such overnight courier service if designated for next business day delivery.

13. Specific Performance and Injunctive Relief. Notwithstanding the availability of any other remedies, the non-defaulting party hereunder shall be entitled to obtain specific performance, mandatory or prohibitory injunctive relief, or other equitable relief requiring any defaulting party to cure any breach by it of the terms of this Agreement or refrain from repeating any breach or default hereunder

14. No Waiver, Remedies. No failure on the part of a party hereto to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of that right or any

other right (except as specifically referenced in this Agreement); nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. All remedies are cumulative and not exclusive of any remedies provided by law or in equity. The failure at any time of the Town, Lender, or Borrower to timely comply with this Agreement shall constitute a default. No waiver of any provision of this Agreement shall be effective against any party hereto unless the waiver is in writing and signed by the party against whom the waiver shall apply and shall be a waiver only with respect to the specific instance involved, nor shall the same establish a course of conduct.

15. Modification of Loan Documents. No renewal or extension of time of payment or modification of the Loan Documents, no release or surrender of security for the payment thereof, no delay in the enforcement of payment thereof and no delay or omission in exercising any right or power under the Loan Documents, shall in any manner impair or adversely affect the rights of Lender under this Agreement. The Town hereby waives any further notice of the creation, existence, extension or renewal of the Loan or of any modification of the Loan or of any other actions or matters of any nature whatsoever in connection with the Loan.

16. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their successors and assigns.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement may be signed in any number of counterparts, all of which will constitute an original, and all of which when taken together shall constitute one instrument.

(d) Any action concerning this Agreement may be brought in the Colorado District Court for the county in which the Property is located and the parties hereto hereby agree that all claims in respect of any such action or proceeding may be heard in any of the courts described above.

(e) No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(f) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable and there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

(g) Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement. The Recitals to this Agreement and all exhibits referenced herein are incorporated herein and made a part of this Agreement.

[Remainder of Page Intentionally Left blank]

IN WITNESS WHEREOF, this Agreement Relating to Development and Subordination is executed as of the date and year set forth above.

LENDER:

FIRSTBANK,
a Colorado state banking corporation

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____, as _____ of FirstBank, a Colorado state banking corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: _____.

[S E A L]

Notary Public

EXHIBIT A

The Property

Legal Description

Memo

To: Breckenridge Town Council Members
Cc: Shannon Haynes – Town Manager
From: James Phelps – Director Public Works
Date: 2/22/2024 (for Feb 27th TC meeting)
Subject: A Bill for Ordinance (First Reading) Amending Title 12 – Municipal Water System, pertaining to water service charges.



The Town of Breckenridge water utility is responsible for providing safe drinking water for the town and surrounding service areas. The 2024 Adopted Budget included new water rates and fee structure. The ordinance attached for 1st Reading will amend Title 12 to reflect these water rate and fees increases. The revised water rates and fee changes became effective in January 2024. The rate and fee increases will annually increase by the below percentages.

The increases of water rates and fees were presented and approved by the Town Council (February 2023). The approval deferred the rates and fee changes to be effective January 2024. Raftelis, a local government and utility management consulting firm conducted the water rates analysis. The water rate analysis did propose the water rates revert to 5% for calendar year 2028.

The ordinance revises: definition, rates, usages, and fee service charges as follows:

1. 12-1-06 - Billing Cycle definition. Change from a bi-monthly to a monthly billing.
2. 12-4-11 – Gallons per billing cycle and Base User Fee updated, including Tier I and Tier II with Excess Usage
3. 12-4-12 – Non-Residential Water Rates (Commercial) revised to Base Fee/1000gallons. Usage is base rate with no meter sizing calculation.
4. 12-4-13 – Mixed Use Water1 - Eliminates the previously assessed excess use charge for mixed use properties.
5. 12-4-14 – Bulk Water 10% increase
6. 12-4-20 – Water Service Maintenance Fee – The bi-monthly cost was \$12.00. Accounting for the change to monthly billing, the \$6.00/month fee is increased by 5% to \$6.30/month/
7. 12-4-21 – Fee for paper Statements – Fee increasing from \$15.00/bi-monthly to \$10/month, which will cover the Town's increased expenses.
8. 12-4-23 – Annual adjustment of certain fees and charges
9. 12-5-6-1- Out of Town Water Service – WSMF - Out of Town Service 5% increase

Staff will be available to address questions of the Town Council.

1 COUNCIL BILL NO. ____

2
3 Series 2024

4
5 **A BILL FOR AN ORDINANCE AMENDING THE CODE PERTAINING TO**
6 **WATER SERVICE CHARGES.**
7

8 **WHEREAS**, in February of 2022, the Town of Breckenridge commissioned a rate
9 study to be conducted by a third-party consultant, Raftelis, specializing in helping
10 communities fairly and equitably price utility services, to perform the study;

11 **WHEREAS**, Town Council created a committee that included members of the
12 Council and representatives from the community, including commercial and residential
13 stakeholders, to provide policy guidance and feedback on the process;

14 **WHEREAS**, Town staff gathered historical data along with budget figures and
15 planned capital investments to provide underlying data to the consultant and committee
16 members;

17 **WHEREAS**, in November of 2023, the Town Council adopted the rates, charges,
18 and fees in the underlying study to be effective January 1, 2024; and,

19 **WHEREAS**, the Town Council is now updating the municipal code consistent
20 with the newly adopted rates, charges and fees.

21
22 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
23 **TOWN OF BRECKENRIDGE, COLORADO:**
24

25 **Section 1.** That section 12-1-6 is amended to delete the language stricken to
26 read as follows:

27 **12-1-6: DEFINITIONS; GENERAL:**
28

29 BILLING CYCLE: A bimonthly billing period for water charges incurred at a water using
30 property during such time period. The billing cycle shall be established by the finance
31 director.

32 **Section 2.** That section 12-4-11 is amended to delete the language stricken

1 and add the language underlined to read as follows:

2 **12-4-11: WATER USER FEES; RESIDENTIAL:**

3 A. The in Town base rate user fee for all residential water users, regardless of the size
4 of the water meter, includes a usage allowance of not to exceed ~~ten~~three thousand
5 (403,000) gallons of water per SFE per billing cycle, and shall be computed according to
6 the following table:

Water Use Date	Base User Fee
Effective January 1, 2016 <u>24</u>	\$34.45 <u>26.66</u> per billing cycle per SFE

7 B. In addition to the base user fee set forth in subsection A of this section, each in
8 Town residential water user shall pay an excess use charge for each one thousand
9 (1,000) gallons of metered water, or fraction thereof, used per SFE per billing cycle in
10 excess of the usage allowance of ~~ten~~ three thousand (403,000) gallons of water per
11 SFE per billing cycle. The amount of the excess use charge shall be computed
12 according to the following table:

Water Use Date	Excess Use Charge
Effective January 1, 2016 <u>24</u>	<u>Tier 1: 3,001-10,000 gallons \$8.13</u> <u>Tier 2: \$5.25 > 10,000 gallons \$12.19</u>

13 **Section 3.** That section 12-4-12 is amended to delete the section stricken and
14 add the language underlined to read as follows:

15 **12-4-12: WATER USER FEES; NONRESIDENTIAL:**

16 A. The in Town base rate user fee, regardless of the size of the water meter, is
17 charged at a flat rate for each one thousand (1,000) gallons of metered water, or
18 fraction thereof, used per billing cycle, and shall be computed according to the following

1 ~~table: and the usage allowance per SFE per billing cycle for all nonresidential water~~
 2 ~~users shall be determined based upon the size of the water meter which connects the~~
 3 ~~water using property to the water system, as follows:~~

<u>Water Use Date</u>	<u>User Fee</u>
<u>Effective January 1, 2024</u>	<u>\$8.13 per 1,000 gallons per billing cycle</u>

4

5 ~~For water used commencing January 1, 2016:~~

Meter Size	Base Water Fee	Usage Allowance
	Per Account	Per Account (Gallons)
Less than 1 inch	\$ 39.46	13,000
1 inch	59.19	20,000
1 1/2 inch	103.29	35,000
2 inch	162.64	54,000
3 inch	312.72	105,000
4 inch	483.42	162,000
6 inch	949.84	318,000

6 (~~Ord. [33](#), Series 2015~~)

7 ~~B. In addition to the base user fee set forth in subsection [A](#) of this section, each in~~
 8 ~~Town nonresidential water user shall pay an excess use charge for water used in~~
 9 ~~excess of the usage allowance for the applicable meter size set forth in the table in~~

1 subsection A of this section. The amount of the ~~excess use charge for nonresidential~~
2 ~~water users shall be calculated at the same rate for each one thousand (1,000) gallons~~
3 ~~of metered water used, or fraction thereof, as the residential excess use charge set forth~~
4 ~~in subsection 12-4-11B of this chapter. (Ord. 30, Series 2005)~~

5 **Section 4.** That section 12-4-13 is amended to delete the language stricken
6 and add the language underlined to read as follows:

7 **12-4-13: WATER USER FEES; MIXED USE:**

8 The in Town ~~base rate user fee and the usage allowance~~ per billing cycle for all mixed
9 use water using properties shall be calculated based upon the predominant use of the
10 water using property as determined by the finance director. ~~In addition to the base user~~
11 ~~fee, each in Town mixed use water user shall pay an excess use charge of five dollars~~
12 ~~twenty five cents (\$5.25) per one thousand (1,000) gallons of metered water, or fraction~~
13 ~~thereof, used per billing cycle in excess of the applicable usage allowance.~~

14 **Section 5.** That section 12-4-14 is amended to delete the language stricken
15 and add the language underlined to read as follows:

16 **12-4-14: BULK WATER:**

17 The rate for each one thousand (1,000) gallons of bulk water sold by the town shall be
18 ~~twenty one~~ thirty two dollars and fifty cents ~~dollars~~ (\$~~21.00~~32.50). In addition, a
19 connection fee of one hundred dollars (\$100.00), and a one thousand dollar (\$1,000.00)
20 deposit shall be collected at the time of each bulk water sale. The damage deposit, less
21 any amount necessary to reimburse the town for damage to the town's water meter and
22 hydrant arising from the sale and delivery of the bulk water, shall be returned to the
23 purchaser of the bulk water within thirty (30) days after the sale.

24 **Section 6.** That section 12-4-20 is amended to delete the language stricken
25 and add the language underlined to read as follows:

1 **12-4-20: WATER SYSTEM MAINTENANCE FEE:**

2 There shall be included with each billing statement for water service, and there shall be
3 assessed and paid by each owner whose water using property was connected to the
4 town's water system during any portion of the billing cycle, in arrears, a WSMF fee in
5 the amount of ~~twelve~~six dollars and thirty cents (~~\$12.00~~6.30) per SFE per billing cycle.
6 The WSMF shall be a water charge within the meaning of section [12-1-6](#) of this title,
7 and shall be due and payable to the town at the same time and in the same manner as
8 other water charges are due and payable to the town under this chapter. Unpaid
9 WSMFs may be collected by the town as provided by chapter [6](#) of this title.

10 **Section 7.** That section 12-4-21 is amended to delete the language stricken
11 and add the language underlined to read as follows:

12 **12-4-21: FEE FOR PAPER STATEMENTS; ACCOUNT SETUP FEE:**

13 A. Commencing with the periodic billing statement issued by the town in ~~March~~
14 February 2024 (for water service provided during the months of January
15 February 201524), there shall be added to each paper billing statement mailed by the
16 town through the United States postal service, and there shall be assessed and paid by
17 the owner of the property that is the subject of the billing statement, a statement fee in
18 the amount of ~~fifteen~~ ten dollars (~~\$15~~10.00) per statement per billing cycle. The
19 statement fee shall be a water charge within the meaning of section [12-1-6](#) of this title,
20 and shall be due and payable to the town at the same time and in the same manner as
21 other water charges are due and payable to the town under this chapter. There shall be
22 no statement fee charged if the owner elects to have the billing statement delivered by
23 electronic means.

24 **Section 8.** That section 12-4-23 is amended to delete the language stricken
25 and add the language underlined to read as follows:

26 **12-4-23: ANNUAL ADJUSTMENT OF CERTAIN FEES AND CHARGES:**

27 A. On January 1 of each year, commencing in ~~2018~~24 and continuing thereafter, the
28 amount of the following fees and charges payable to the town pursuant to Chapter shall
29 be increased as follows:

1 1. On January 1, 2018~~24~~ the amount of the PIF to be paid to the town pursuant to
2 Section [12-4-3](#) shall be increased by an amount equal to ~~twenty~~ten (20~~10~~%) percent
3 of the previous year's PIF. ~~On January 1, 2019, and each year thereafter, the~~
4 ~~amount of the PIF to be paid to the town pursuant to Section [12-4-3](#) shall be~~
5 ~~increased by an amount equal to ten percent (10%) of the previous year's PIF.~~ The
6 increased PIF rate shall apply to all applications for water service that have not
7 been fully paid by the effective date of such rate increase.

8 2. The amount of the in Town base user fee for all residential water users to be
9 paid to the town pursuant to Section [12-4-11A](#) shall be increased by an amount
10 equal to (~~5~~10%) of the previous year's base user fee.

11 3. The amount of the excess use charge to be paid to the town pursuant to Section
12 [12-4-11B](#) shall be increased by an amount equal to ~~five~~ ten percent (~~5~~10%) of the
13 previous year's excess use charge.

14 4. Each of the in Town base user fees for all nonresidential water users to be paid
15 to the town pursuant to Section [12-4-12A](#) shall be increased by an amount equal to
16 ~~five~~ ten percent (~~5~~10%) of the previous year's base user fee.

17 5. The water service maintenance fee due to the town pursuant to Section [12-4-13](#)
18 shall be increased by an amount equal to five percent (5%) of the previous year's
19 fee.

20 6. The bulk water fee due to the town pursuant to Section [12-4-14](#) shall be
21 increased by an amount equal to ~~five~~ ten percent (~~5~~10%) of the previous year's bulk
22 water fee. The connection fee and deposit required by Section [12-4-14](#) shall not be
23 increased.

24 **Section 9.** That section 12-5-6-1 is amended to delete the language stricken
25 and add the language underlined to read as follows:

26 **12-5-6-1: WATER SYSTEM MAINTENANCE FEE:**

27 There shall be included with each billing statement for out of town water service, and
28 there shall be assessed and paid by each owner whose out of town water using
29 property was connected to the town's water system during any portion of the billing
30 cycle, in arrears, a WSMF in the amount of ~~twelve~~ six dollars and thirty cents

1 (~~\$12,006.30~~) per SFE per billing cycle. The WSMF shall be a water charge within the
2 meaning of section [12-1-6](#) of this title, and shall be due and payable to the town at the
3 same time and in the same manner as other water charges are due and payable to the
4 town under this chapter. Unpaid WSMFs due from out of town water users may be
5 collected by the town as provided by chapter [6](#) of this title.

6 **Section 10.** This ordinance shall be published and become effective as provided
7 by Section 5.9 of the Breckenridge Town Charter.

8
9 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
10 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
11 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
12 ____ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
13 Building of the Town.

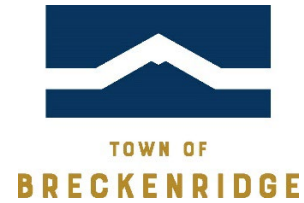
14
15 TOWN OF BRECKENRIDGE, a Colorado
16 municipal corporation
17

18
19
20 By: _____
21 Kelly Owens, Mayor Pro Tem
22

23 ATTEST:
24
25
26
27

28 _____
29 Helen Cospolich, CMC,
30 Town Clerk

31 ATTEST:
32
33
34



Memo

To: Breckenridge Town Council Members
From: Shannon Haynes, Town Manager
Date: 2/22/2024
Subject: Contribution to FIRC Community Food Markets

Overview

On Thursday, February 1st representatives from the Family Intercultural Resource Center (FIRC) attended the Summit County Mayors, Managers, and Commissioners meeting. FIRC presented an overview of their programs, their impact in the community, particularly related to their Community Food Markets, and their need for additional funding (presentation attached). Brianne Snow, FIRC Executive Director, asked each community to consider utilizing existing Nicotine tax funds to support the Community Food Markets.

Additional Funding Request

Ms. Snow indicated a need for an additional \$300K to fight food insecurity and ensure full operation of the food markets in 2024 and 2025. After the presentation, the Towns and County agreed to go back to their respective boards with this request.

At the February 13th Town Council meeting, Mayor Pro Tem Owens explained the importance of the food markets for the community, the need for additional funding, and requested council approve funding \$50K for the Community Food Markets in 2024 and 2025. At that time all Council members agreed to fund the request.

This funding requires a formal action in the form of the attached resolution. Staff will be available at the February 27th Council meeting to answer questions.

1 RESOLUTION NO. ____

2
3 Series 2024

4
5 **A RESOLUTION APPROVING A DONATION TO THE FAMILY AND**
6 **INTERCULTURAL RESOURCE CENTER COMMUNITY FOOD**
7 **MARKETS.**

8
9 WHEREAS, Town of Breckenridge in partnership with FIRC recognizes the value
10 of the social services FIRC provides to the community, including the critical need for
11 food assistance;

12 WHEREAS, the Colo.Const. Art. XI, § 2 provides that a municipality may make a
13 donation or aid a corporation so long as the expenditure furthers a valid public purpose;

14
15 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE**
16 **TOWN OF BRECKENRIDGE, COLORADO:**

17
18 **Section 1.** The Town Council of the Town of Breckenridge hereby approves a
19 donation in the amount of \$50,000 to the Family and Intercultural Resource Center for
20 the Community Food Markets and further determines that the critical need for food
21 assistance serves an important public purpose.

22 **Section 2.** This resolution is effective upon adoption.

23 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2024.

24 TOWN OF BRECKENRIDGE

25
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27
28
29 By: _____
30 Kelly Owens, Mayor Pro Tem

31
32 ATTEST:

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36 _____
37 Helen Cospolich, CMC,
38 Town Clerk

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APPROVED IN FORM

Town Attorney Date



FIRC

Mayors,
Managers,
&
Commissioners
Meeting

2/1/2024



Care. Collaboration. Community.



Only \$2.6M gap to goal!

Goal:
\$14,914,894

\$12,335,725

PROGRAM OVERVIEW



Peer Community

- Parenting Home Visitation
- ALMA 1:1 Peer Support
- ACCION 1:1 Peer Support
- Support Groups
- Pro-Social Events



Community Health

- Health Insurance Navigation
- Public Benefits Assistance
(Medicaid, CHP+, SNAP, FARM, WIC)
- Medical Bill Assistance
- Charitable Care Applications



Community Food Markets

- Breckenridge Fresh Food Market
- Dillon Fresh Food Market
- Summit Table - Food Equity Coalition



Financial Empowerment

- Case Management
- Utility Assistance
- Housing Scholarships
- Housing Justice Coalition
- Community Emergency Rental Assistance (CERA)

ECONOMIC LIVABILITY

Summit County has the second highest cost of living in Colorado (runner up to Aspen).

Summit County is home to approximately:
31,055 year round residents

The average household size for FIRC family is:
2.9 people

The average income for a FIRC household of 2.9:
\$33,472

A Summit County household of 2.9 needs to earn:
\$103,255 to be self sufficient

FIRC clients primary language in 2023 was:
64% Spanish, 35% English & 1% Other

FIRC impacted a total of:
12,433 people or 40% of the population



Summit County families need to earn
3 to 4 times
the federal poverty level to be self-sufficient

The Federal Poverty Level (FPL) for a family of 3 in 2023:

\$24,860

The FPL is based on a formula developed in 1965 that considers poverty to be three times the expected cost of food, adjusted for family size. This formula ignores other basic needs such as housing, utilities, and transportation.

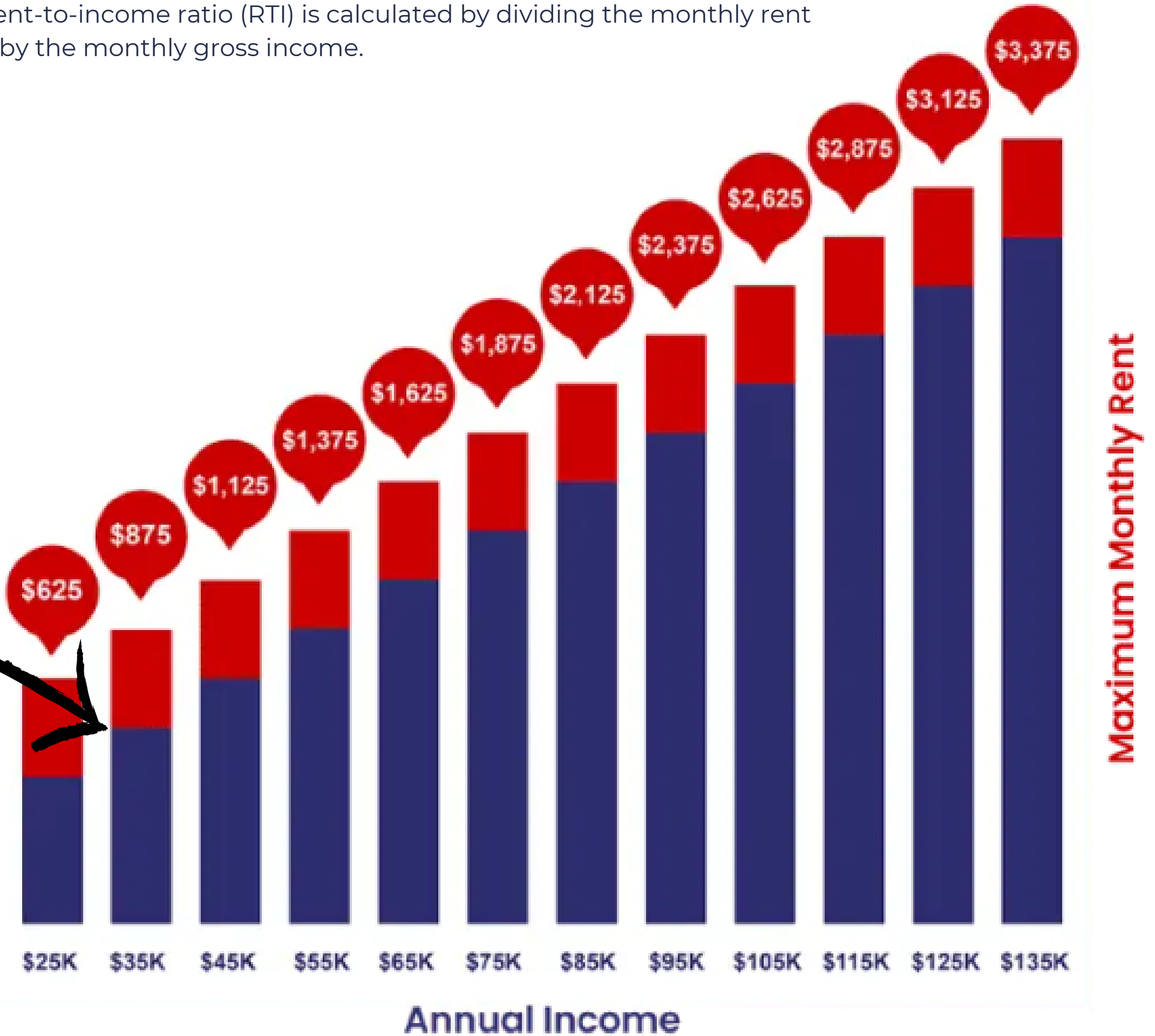
Rent-to-Income Calculations

Max rent calculation based on 30% benchmark


The rent-to-income ratio (RTI) is calculated by dividing the monthly rent price by the monthly gross income.

FIRC clients earn on average \$33,472 for a household of 3
HOWEVER
the average 2 bedroom apartment in Summit County in 2023 cost \$1,860
MEANING
the rent to income ratio for the average FIRC family is more than DOUBLE the national average at

66.7%




The Housing Crisis & Effects on the Summit County Workforce


 Stable Housing

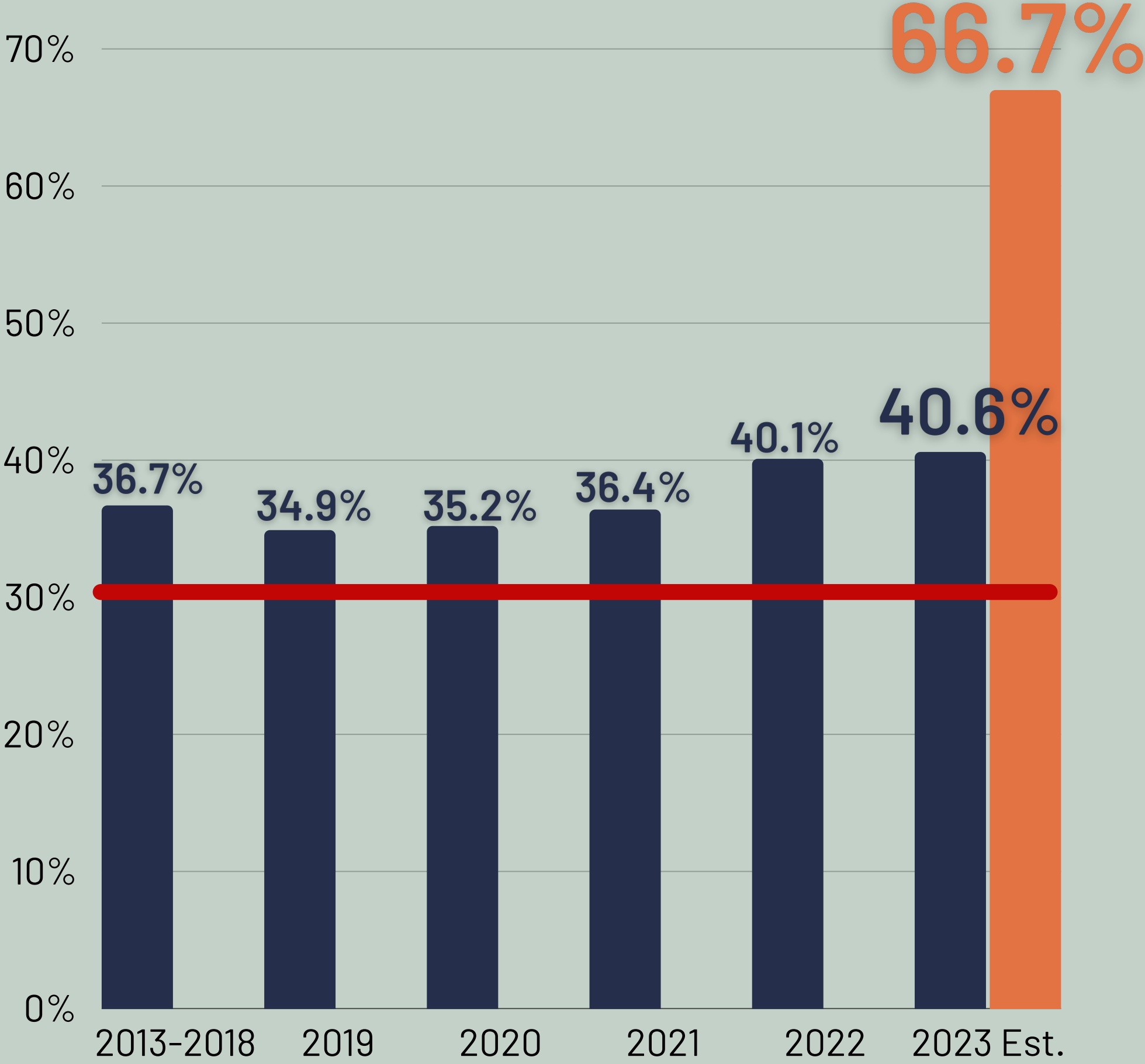
46% of CHA survey respondents think their monthly housing payment is **higher** than what is affordable.

15% of Summit County adults are worried that in the next 2 months they may not have stable housing, compared to **7%** of all Coloradoans.¹¹



(S.C. CHIP, 2022)

- 
- **Summit County families do not earn enough income to meet all their basic needs.**
 - **Typically families are one emergency away from losing their housing and leaving the community.**

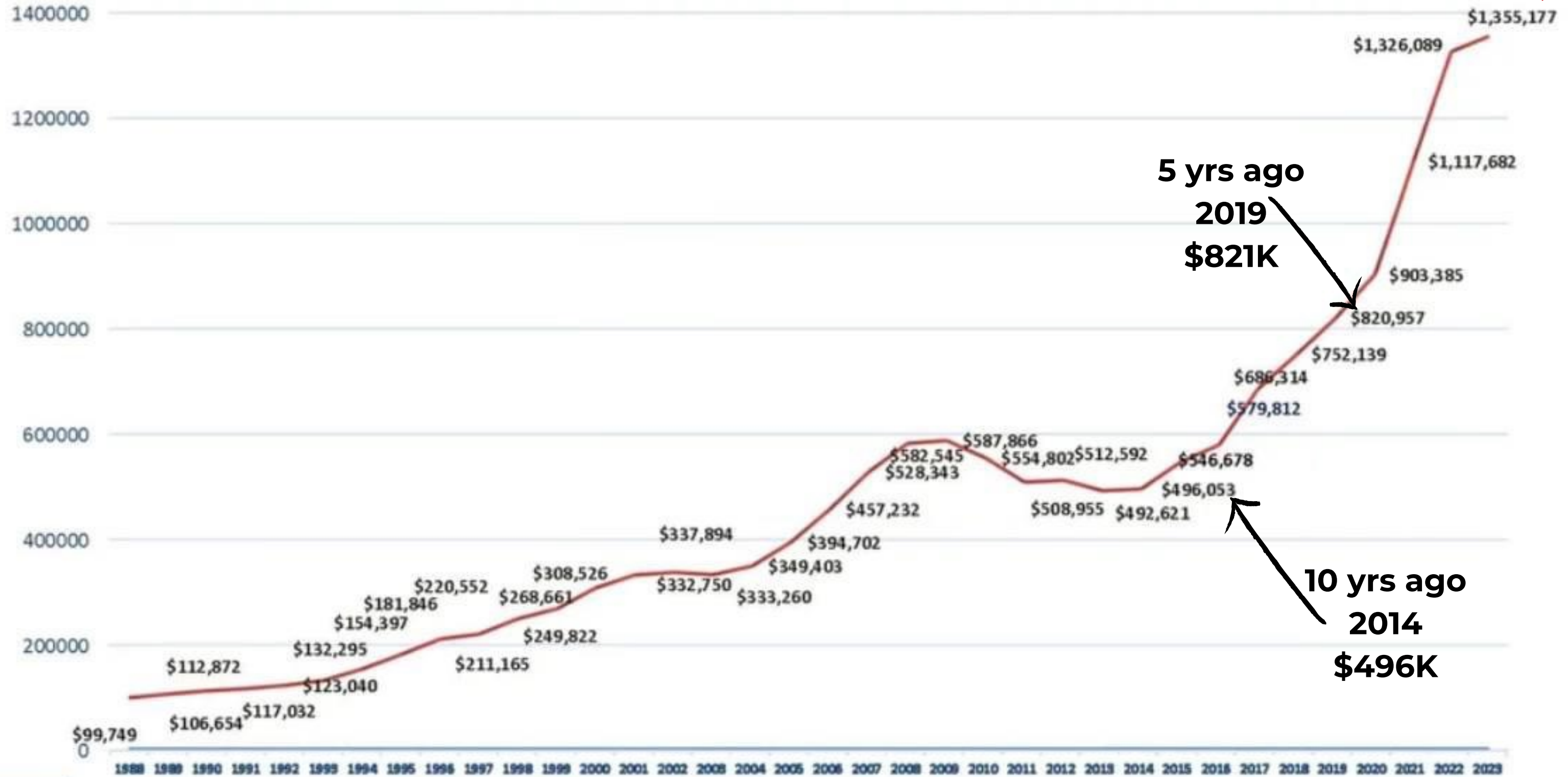


(CoreLogic MLS, U.S. Census Bureau)

35 Year Residential Average Price Housing Index: Summit County

Residential Units include All Improved Residential Property Types: Single Family, Duplex, Triplex, Townhome, & Condominium

last year
2023
\$1.4M



5 yrs ago
2019
\$821K

10 yrs ago
2014
\$496K



This report is provided to you Compliments of Land Title Guarantee Company, proudly serving our

Community for over 50 Years. Copyright 2022. All Rights Reserved.

Data are collected from Summit County public offices, thus data are deemed reliable but not guaranteed.

FAIR MARKET RENT IN SUMMIT COUNTY - HUD



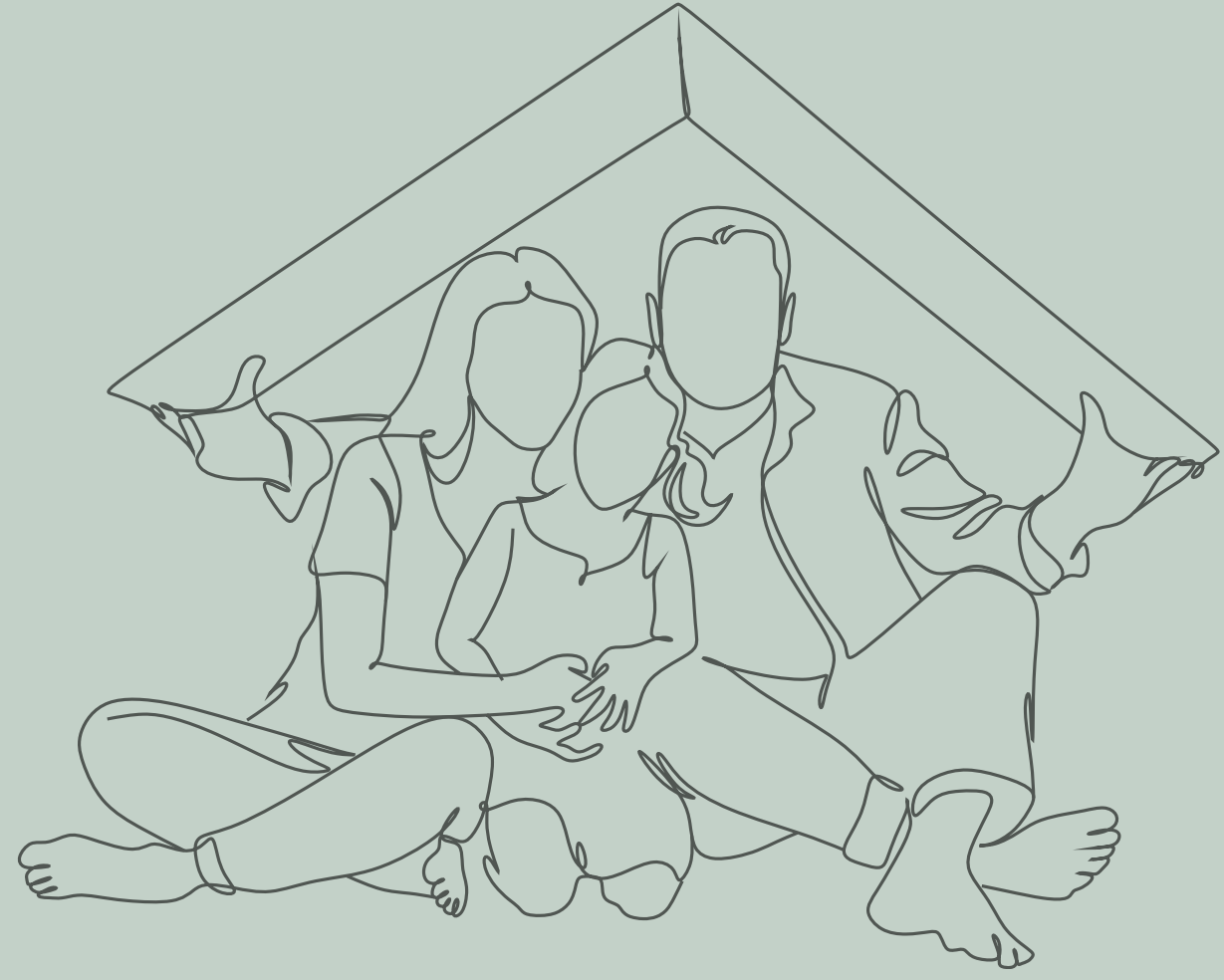
An average 2 bedroom apartment in Summit County went from

\$1,414 in 2019 to

\$2,220 in 2024

an increase of

64%



Community Food Report, 2023 - 2024 Summit County, CO

WHAT IS FOOD INSECURITY?

Food insecurity is the condition of not having enough food - or access to quality and nutritious food - to meet a person's or family's basic needs.



(USDA 2023, CHIP, 2023-2028 & Feeding America 2021)

FIRC FRESH FOOD MARKET TRENDS



In 2023 served the Summit County community with over

26,378

visits to our food markets alone

FIRC provides 80% fresh food and up to \$200 worth of groceries every visit

If a family were to visit every week they could save up to

\$800

a month in groceries - saving on food costs by

65%

FIRC FRESH FOOD MARKET'S IMPACT IN 2023

The community invested

\$452,000

into the FIRC for the
purchase of food

The FIRC reinvested

\$5,277,400

dollars worth of food back
into the community

TO COMBAT THE NEED AND FIND SOLUTIONS

FIRC is guided by the voice of the community in all the work we do. We adopt a “with us” vs. “for us” approach and hold equity as a core value.

THE SUMMIT TABLE

FOOD EQUITY COALITION (FEC)

This group was convened by FIRC prior to the pandemic to work towards the goal of improving the local food system through a grassroots, community centered approach.

There are 13 resident members who have lived food insecurity firsthand. Members receive a housing scholarship to participate and must volunteer and use community food resources monthly, to guide feedback and strategies.

HOUSING SCHOLARSHIPS

Housing Justice Coalition (HJS)

This group is new created, having met only twice, with the goal of elevating residents voices with lived housing insecurity and identifying simple goals for housing justice in Summit.

There are 12 resident members who have lived housing insecurity firsthand. Members receive a housing scholarship to participate and must sign an agreement to attend 11 meetings over the course of a year to guide feedback and strategies.

WORKFORCE RETENTION

The Community Emergency Rental Assistance Program (CERA)

FIRC convened and administers this newly created community program that will run from Sept. '32 - March '24. Four towns, SCG, the Summit Foundation and FIRC contributed to a pool of money for the workforce that are seeking assistance for emergencies.

So far \$27,780 has been distributed through CERA to 52 unique households (not counting January '24) experiencing various emergencies from illness, injuries, loss of hours, lack of child care, child birth, moving costs, and more.



STRATEGIC GOALS

2023 - 2028

GOALS

COMPLETE THE SOL CENTER

Ensure Sol Center is funded, completed, and a seamless transition of operations occurs

Complete capital campaign

Complete construction

Complete transition of operations

OBTAIN FINANCIAL SUSTAINABILITY

Ensure FIRC has diversified revenue streams to fund current operations and build reserves

Fund annual budget

Increase unrestricted funds

Increase grants, donations, and funds for operations

Closely manage expenses

BECOME A TOP WORKPLACE

Be recognized as a top non-profit workplace in Summit County

Enhance FIRC's culture

Develop talent acquisition and retention plan

Expand leadership and management capabilities

EFFECTIVE PROGRAMS & PARTNERSHIPS

Ensure social determinants of health are met through effective programs, partnerships, and collaboration

Deliver needs based, high outcome programming

Drive systems change through partnerships and collaborations

Reimagine/reopen Thrift Store

Establish a robust and sustainable volunteer system

LEVERAGE TECHNOLOGY

Utilize technology to increase FIRC's impact

Strengthen use of technology platforms

Build organizational capacity for technology and data

Continue along the HIPAA compliancy pathway

STRENGTHEN FIRC'S REPUTATION

Strengthen FIRC's reputation as the county's premier non-profit health and social services provider

Increase awareness and understanding of FIRC's value to the community

Refresh FIRC's brand identity

IMPROVE BOARD GOVERNANCE

Improve governance and processes to help FIRC deliver optimal results

Ensure Board and committee size and makeup is appropriate for FIRC's needs

Recruit diverse Board members to bring broader experiences to Board

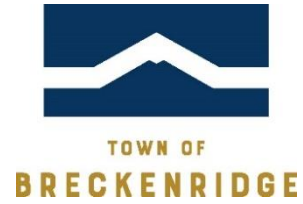
Update FIRC's Bylaws and Board materials

Move from an operational Board to a Governance focused Board

All Strategies and Goals will be rooted on equity and inclusion as the framework.

Thank You!

FIRRC



Memo

To: Breckenridge Town Council Members
From: Kirsten J. Crawford, Town Attorney
Date: 2/20/2024
Subject: Approval of Special Counsel Rates

Attached hereto you will find a letter from Glenn Porzak of Porzak Law LLC. As you all know, Glenn Porzak has served as the Town's water lawyer for many years. Mr. Porzak is proposing a nominal rate increase from \$400.00 to \$450.00. Staff supports this nominal increase for the reasons in Mr. Porzak's letter and the continued value he serves to the Town.

Porzak Law, LLC
A t t o r n e y · a t · L a w
1111 Spruce Street, Suite 303 Boulder, Colorado 80302

720-583-6270 Tel.
303-589-0909 Cell

porzaklaw@gmail.com
720-287-4248 Fax.

February 19, 2024

Town of Breckenridge
Town Council
150 Ski Hill Road
P.O. Box 168
Breckenridge, CO 80424

via email:
kirstenc@townofbreckenridge.com

Re: Porzak Law hourly billing rate increase

To the Town Council:

As the rate of inflation in the last 3 years has increased by approximately 16% according to the Denver-Aurora-Lakewood CPI, please be advised that my hourly billing rate will increase from \$400.00 per hour to \$450.00 per hour starting in February.

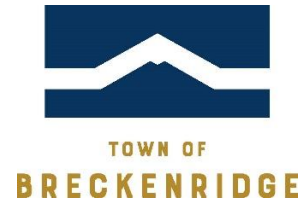
I understand that any rate increase can be concerning, especially in challenging times. However, it is important to note that this is my first rate adjustment that has occurred in a number of years.

I greatly value the trust and confidence you have placed in me, and I remain committed to delivering the best possible legal representation for you. Should you have any questions or concerns regarding this rate increase, please do not hesitate to reach out to me directly. I appreciate your understanding and continued support. Thank you for your attention to this matter.

Sincerely,
PORZAK LAW, LLC



Glenn E. Porzak



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: February 21, 2024
Subject: Planning Commission Decisions of the February 20, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, February 20, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Hallberg Residence Addition, 30 White Cloud Drive, PL-2024-0014
A proposal to add a 453 sq. ft. addition consisting of an enlarged entryway, new bath, and new attached garage. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Hallberg Residence
Addition, 30 White Cloud
Drive



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:32 pm by Chair Leas.

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Susan Propper
Ethan Guerra	Steve Gerard	Elaine Gort	

APPROVAL OF MINUTES

With no changes, February 6, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the February 20, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Public Comment.

CONSENT CALENDAR:

1. Hallberg Residence Addition (EM), 30 White Cloud, PL-2024-0014

Mr. Gerard: I don't necessarily want to call it up, but I do have a couple of questions. If you'd pull up the site plan; what is "Lot 1"? (Ms. Muncy: The applicant's property is Lot 1, the "Lot 1" just happen to fall on the square which is the location of an existing patio at the rear of the residence.)

Mr. Frechter: I've got one question on 13A and 13R, for snow stacking. It shows a 25% required, but it's only 17%. Is that correct? (Ms. Muncy: It should be 25%. The patio is not included in the snow stack area, which may be why the calculation is incorrect in the staff report, my apologies.)

Mr. Frechter: I was having trouble figuring out what the colors meant. There's no legend for the colors on this set of drawings.

Mr. Guerra: It took me a while as well. It's confusing.

Mr. Gerard: I was confused too.

Ms. Gort: You couldn't look at the existing and proposed. You have to go keep going back and forth. It's nice to put them next to each other.

Mr. Guerra: Since we're discussing the plans, is there a requirement for existing and proposed elevations? Because there were no elevations?

Mr. Guerra: I mean, I could pick apart the plans for the next half hour and I won't, but I did notice that, and I actually drove up there this afternoon just to confirm what I was seeing on the plans.

Ms. Gort: There are elevations on A3.1 (Ms. Muncy: That's actually just the proposed elevation, the ridge height is changing a bit. It's going up a couple feet.)

Mr. Guerra: Just a housekeeping thing, in your report you do propose an addition, because this is enlarged entry, a new bath, and new attached garage, I cannot tell if there's an attached garage there because of the color coding. Is it just storage? (Ms. Muncy: It has a garage door, but it is a garage storage area.) OK.

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

WORK SESSIONS:

1. Demolition By Neglect Code Changes

Ms. Muncy presented an overview of proposed code changes that will include demolition by neglect provisions. The following specific questions were asked of the Commission:

1. Does the Commission support the proposed code changes?
2. Does the Commission believe the time frame within the landmarking section should be based on fifty years or older or on the Town's period of significance?
3. Does the Commission support extending the existing penalties listed in section 9-11-12 to all historic buildings instead of just landmarked buildings?

Commissioner Questions / Comments:

- Mr. Truckey: Maybe just I'll add a couple of things to what Ellie said. Thank you, Ellie. We wanted to make sure that the Commission and Council understood this is going to affect a number of additional historic properties, not just the landmarked. This will potentially quadruple the number of properties subject to Demolition by Neglect regulations. We still think it's justified to do that because they're all historic properties, but we did want to make the Council aware of the expanded scope of this.
- Mr. Leas: So Mark that's a potential of additional landmarked structures?
- Mr. Truckey: No, this is regarding the requirement to avoid the demolition by neglect. Right now, it's only landmarked properties that we can hold to that standard. I think Ellie just mentioned it, the enforcement and penalties. We can withhold any permits for a period of one to five years depending on severity of what they're doing. We're also proposing to extend this to all historic properties and not just the landmarked properties. We think it makes a lot of sense. Regarding the period of significance, I think Ellie pointed out the pros and cons. The one obvious pro if we keep it like it is that it allows someone to voluntarily landmark their property. We've had discussions about changing our period of significance because any property that's fifty years or older is potentially eligible. But the end of our period of significance is set at 1943 because that is the end of the mining era. By leaving the landmarking to 50 years or older gives us the opportunity for someone to voluntarily landmark their structure to get some free basement density out of the deal. And we're OK with that. The flip side of that is there may be some properties out there that we may not be enamored with, like the split-level malls. At some point it's an architectural style that we look back on and John Gunson and some of these architects from that time period, that's what they were designing at that time. We can't necessarily argue just because we may not love the design.
- Ms. Propper: I'm new to this historic preservation concept and I know that you just went through some of this, but I'm a little unclear on what the practical effect of going from period of significance versus 50 years is. (Mr. Truckey: There's a lot of properties that could be eligible for landmarking if we continue the current 50 years.)
- Ms. Propper: I thought the idea would be to go back to the period of significance. (Ms. Muncy: Yeah, it's something that we're bringing to the Commission's attention to verify that this is still our goal and what we want to move forward with.)
- Ms. Propper: In the definition of stabilization. I was not clear on why you're proposing to take out repair preservation. And just saying that stabilization is providing weather protection and or bracing. Wouldn't repair for preservation include stabilization?
- Ms. Muncy: Part of it was a rewording the stabilization definition because we are expanding it really broadly, currently it only applies to landmark properties, which are mostly primary structures that people are living in and in expanding it to secondary structures, the maintenance of those structures may not include preservation or foundations in basic stabilization. Additionally, we have the "as approved by the town" as a wording in there because many secondary structures don't even have a foundation, so having them add a foundation is like an excessive level that may be harder for them to achieve. I

- think we went with weather protection and ensuring the structural integrity more broadly.
- Ms. Propper: Bracing to me just sounds like you're holding it up. As opposed to taking more structural approach.
- Mr. Truckey: Stabilization; the intent is to keep the building standing. It's not to restore or even preserve. For example, we looked at the siding last time, stabilization would not be to that extent. That would be historic preservation; at that point is to make sure that that siding is preserved as much as possible. And then we splice in similar materials. Stabilization is really keeping the building from collapsing. Bracing, making sure there is a roof on it, and drainage are important aspects.
- Mr. Leas: Number one is to maintain the roof membrane because that will determine what the walls and everything else are doing.
- Mr. Truckey: And then drainage as well. But really there's only so much we're going to be able to tell property owners. I don't think we can apply this requirement to say you have to restore this to exactly what it looked like. We want to make sure the building doesn't collapse, primarily sheds. It would apply to primary structures as well, but we don't have that issue here in town really with the primary residences. It's the sheds that we are seeing some deterioration.
- Ms. Propper: Right. And that's all we want them to do? is to hold them up? (Mr. Truckey: Hold them up. Have a roof that's going to keep the elements out and have good drainage around them.) (Ms. Muncy: If the applicant wants to do more, they're more than welcome to. This is to set the minimum.) OK.
- Mr. Truckey: And we debated about foundations, even taking it out because it seems like it's a stretch. Breck History suggested we leave it in, and I think it gives us the ability if we really have a situation where there is a foundation that's failing, there is something that we can possibly require but that would be a stretch too, because then you're talking about a significant investment in a lot of cases when you're talking about doing that.
- Mr. Giller: Totally supported think it's smart, part of the cultural landscape, but with respect to questions, could we unpack #2 a little bit? The period of significance to 1943 is clear. Previously, Peter ran us through a bunch of pictures of houses, and we looked for significance in Post World War 2, construction really 70s and 80s construction. I don't know, Steve, you were here for that; I don't know if anyone else was. To summarize that, there was some sense that the early Ski Resort history has narrowed and could be a period of significance at some point. Is there a way to use the 50 year rule but keep it tied to the seven aspects of integrity, like location, setting, significance, and association? We would get the properties that are worthwhile or have merit. (Ms. Muncy: That is the way that it currently is. For it to be eligible, it has to be at least 50 years old and then it also has like a long list of architectural, social and geographical significance that it has to potentially meet.) (Mr. Truckey: And I think those are straight from the Secretaries Standards.)
- Mr. Giller: Here's my question, should we clarify question #2 to somehow include significance, so it's not mistaken as a blanket so the application to every 50 year old building? Would that be a motion or? (Mr. Truckey: It's just a work session, so we will take your comments.)
- Mr. Leas: And more with regards to that, what is the current Councils perspective on this issue of the 1943 versus the 50 year, what's their leaning? (Mr. Truckey: We haven't had that discussion yet, specifically at Council level. We did hear a couple of comments from Council members about losing that chalet home to a scrape on Wellington Road, which I think everyone's a little disappointed about. We've heard from Breck History recently that they're interested in looking at it. Mike, it's probably been 7-8 years since we did that exercise. There's probably a lot more structures now that if we were to come back

and take a look at that would now qualify under the 50 years and be interesting to see that. When I was suggesting earlier that we might look at this later this year, I think it it's about time to do that again, just a good idea.) But what I'm hearing from you is that will weigh in on it, and Breck History will weigh in on it. And then council will take a look at what everybody's perspective is? (Mr. Truckey: Correct. It's separate from this, but if we're going to change the period of significance, you know it's going to affect property owners. A number of them. And that obviously has to be something that the Council is willing to do. This would be limiting the ability to do additions or any type of revisions to those structures. So, it's not a step that's taken lightly.)

Mr. Giller: Yeah, that is a big issue nationally, but there's also the recognition that a lot of modern architecture is significant. Doesn't necessarily mean everyone loves it, but there are a lot of beautiful buildings built in the last half of the 20th century.

Mr. Guerra: Mike pretty much asked the question that I had I've long wondered about the 50-year designation. It's a moving target, which in some ways doesn't make sense to me. Some of the houses I've built are soon eligible and that bothers me. It sounds as if the staff supports keeping it as the 50 years as opposed to the period of significance, is that correct? (Ms. Muncy: Yes.) Why?

Mr. Truckey: It gives us the opportunity to landmark some interesting building, for example like Mike has alluded to, there are some good newer buildings that are out there, including ski area chalets, that we could get a landmark out of. And landmarking is a voluntary process; that's the way it's written in our code. The land owner has to come in and do that. We see landmarking happening two ways: 1) it's owned by the town, and so the town makes the commitment to landmark, or 2) it's owned by Private Citizen and almost in every case they're coming in for a development permit. They want to do an addition or something on the back. They want to put a basement underneath it. It's the quid pro quo. They get that, we get the Landmarking designation.

Mr. Guerra: The reason I've been uncomfortable with it for years is it seems that it muddies the water of historical significance. 50 years doesn't feel historically significant to me, maybe because I'm denying my age.

Ms. Gort: The ski area is historic now and so don't we have a duty to maintain some of those unique things from the early ski years? Maybe we can look at moving the year to somewhere in the 70s. I don't know if they considered that.

Mr. Guerra: But they tore down the Berghoff building.

Mr. Guerra: I asked this question and I really thought about this a lot today. And I didn't come up with any answers. I don't quite understand it. So, what I'm looking for is staff to explain what was the thinking of fifty years? (Mr. Truckey: 50 years is the standard established in the National Park Secretary of Interior standards. So anything that's fifty years or older can be eligible.) OK. That's a great answer that that makes sense to me.

Mr. Giller: When that was established, the big preservation movement was in the 60s, following urban renewal and all the demolition, like the arch grounds in St. Louis. They leveled the most historic part of St. Louis because it was considered urban renewal. A lot of that evolved into famous landmark cases, like Penn Station being leveled; the train station, which is a beautiful stone Beaux-Art building, and built Madison Square Garden, which is no one's idea of an attractive building. There were a lot of lawsuits and legislation that led up to that. But at the time it was roughly considered to be traditional architecture pre-World War 2 versus modern architecture post World War 2. And there was a lot of debate at the time. Should it be 25 years? Should it be 50 years? Should it be 75 years? But as time marches on, the question to contemplate is a building from the 70s, significant or justifiably historic. And I think the answer is it depends if it meets one of the seven aspects of integrity. And so, the Berghoff was one of the most significant buildings, I think in a lot of ways, especially in terms of

Breck. I also think Harry Teagues Riverwalk Center is an important building, and I know some people don't like how the bathrooms function in that building. But Harry Teague's a big deal, and that's a beautiful building. That's one I could see the town landmarking at some point. Mark mentioned that gorgeous Swiss Chalet house on Wellington that just sold for a couple million and I looked at the pictures of inside and out. On the inside that that House had Swiss chalet furniture and that house had more integrity than all of us combined. Another one is the Trollhagen across from the market on Ridge Street. I think that Swiss chalet one has merit and I'd love to see that saved. There aren't a lot of examples of post-World War 2 architecture: there's some beautiful houses. In terms of public architecture, Breck is a little lacking in that, so the ones that do exist there should be some efforts to try and help the owners protect those.

Mr. Guerra: So to further my question, so I understand. If I buy a house today, that's 40 years old. I've got no restrictions on it as far as historical. Then it turns 50; can the town then tell me that I have all these restrictions on it?

Mr. Giller: Should you choose to modify.

Mr. Truckey: Yeah. So through this exercise, no. Only if you voluntarily came in and said, I want to landmark my property because it just turned 50 years old. We'll probably have a discussion later this year about the bigger issue of should that period of significance change from 1943 to include newer properties that are 50 years old. If that happened, then yes, that could be on the table, but that's a discussion for another day. But I think it was good to get it out on the table today. So, when we talk about it again, we'll all have a little bit of understanding.

Mr. Guerra: Well, that's the problem that I have with it. I've always had with it. You can buy a piece of property that you can do whatever you want with. And then ten years down the line, you're forced into a situation.

Mr. Truckey: And the other thing is we'd have to have discussions about would it just apply within the Historic District, or would we go outside? But we have to be a lot of steps on that before we get to that point.

Mr. Guerra: Great. OK. Thank you. That was my question.

Mr. Gerard: Mike is right. We had these conversations early on in my career with the Planning Commission. And one of the things that we talked about is the difference between the 50 years and the periods of significance and whether a town would have two periods of significance. That's my recollection that we talked about that and concluded that, well, yeah, we think it could. So my question leading up to that is there's other towns that are like us, Telluride, Crested Butte, probably Steamboat Springs. Have we reached out to them at all to see what they're doing about demolition by neglect? Number one. Number two, how are they viewing this period of significance? From the mining area era and from the ski era, because they are different for those, and if we haven't done that, I don't want to make more work for Ellie, that would be, that would be a good contact to make. To talk about how they're viewing this issue.

Ms. Muncy: And as far as the period of significance we, we're very preliminary about this. So we haven't talked to any other communities about that. But for demolition by neglect, I did research code examples of that and found some from several other cities and towns within Colorado to reference.

Mr. Gerard: When we had one of our ski town forums, I remember, Crested Butte was having a real problem with the demolition by neglect and just rubbing their hands waiting to be able to tear down some of the historic properties in order to rebuild. Some new monstrosity, and that was a big point of concern.

Mr. Leas: If I remember that conversation, people were waiting up to the 49th year and then jumped in and did the demo so that they wouldn't fall into that category. Is that what you remember.

- Mr. Gerard: As well as real historic buildings much older than that, we're really falling apart. And we're historic, but not landmarked.
- Mr. Cross: As a point of information, Crested Butte approved in their new comprehensive plan for their community a changing of their period of significance as a goal for their historic preservation.
- Ms. Gort: I have a question about providing weather protection. Why don't we say in there to provide ensure longevity for siding. And add something about drainage around it. Because we just looked at that little house in town and they were saying that the bottom of it was rotting out because they didn't have proper drainage away from it. So, if we could work something like that into it, I think that could be beneficial. And the siding to me is, is, to me the most historical because that's what you see as someone walking around in it. There's nothing mentioned in here of maintaining it, you know, like it needs to be painted so it doesn't deteriorate.
- Mr. Frechter: Could you remind me out of this expansion, quadrupling the size of these structures, how many of them are in a state of what percentage of those would you say are currently in a state of neglect? I know in your last report there were two in the worst categories who would probably need immediate work. (Ms. Muncy: There are two that are in the worst condition of potentially not being maintained at all and are in danger of collapse. And then I believe there's somewhere around 12 that are poorly maintained.) So, there would be about 14-15 that would have an immediate financial impact if this code were to be changed. (Ms. Muncy: Yes, which is like part of another facet of this. We're working on a grant program to help those.)
- Mr. Frechter: That was, yeah, that was the next question. Has the town council talked about a financial assistance program to support this? (Ms. Muncy: We haven't yet. We are still working on getting some information together for that and we'll be bringing it to a town council meeting soon.)
- Mr. Truckey: We did this briefly, touch on it with the Council and frankly, we'd have to look if all the poor condition structures would all fall under where we would be out there saying you need to stabilize this today. We still must look at that a little closer, but Breck History is going to be helping us manage that process. So, they could work with the property owner and a contractor to come up with the solutions. Then we're going to propose some type of grant program. We did hear back from at least one of those property owners; they would like to do something, and it would be nice if they had some help financially to do it.
- Mr. Frechter: Following on with what Mike and Ethan, from what I understand, property owner requesting landmarking status, the granting of the landmark status is not necessarily automatic, and it has to meet the criteria with the seven aspects of integrity? Is that correct? Who judges? Who determines? Is that Town Council? Is that your department? Is that us? (Mr. Truckey: Yeah, we do. And we'll do an evaluation of the proposal. Then we'll make a report to the Council, and it has to go through readings with the Council.)
- Mr. Gerard: And we make that recommendation too. (Mr. Truckey: Correct. Thanks Steve. That's great point. If it's a project that's going through process and they're going to get free basement density, then the landmarking is part the staff report and the Commission will weigh in.) We haven't had many recently that I think you would have been involved in, but over the years we've had several where the staff shows the findings, we think under section A1, it meets these criteria. And we've even amended the criteria that we think a landmarking fits. Then we make a recommendation to the Council that they approve the landmarking.

- Mr. Guerra: I have a continuation of my question, this has been rattling around in my brain all day. And I apologize for being thick. Why are you asking us this question? I don't understand why I'm being asked. Does the Commission believe the time frame within the landmarking section should be based on 50 years or older, or the town's period of significance? I'm sorry. (Ms. Muncy: Staff went through the current code and wanted to verify that is where we are still at. For the most part, all of the properties we landmark are within the Town's period of significance. A lot of people forget that you can landmark something outside of the Town's period of significance currently. So, we just wanted to verify with the Commission that the 50 years is still what we're thinking and what our intention is. (Mr. Truckey: We debated it a little bit ourselves internally and we talked about the pros and cons and so then based on that, we kind of thought well, let's just confirm that with the Planning Commission as well.)
- Mr. Guerra: I'm sorry again, it's been rattling around my brain all day and like well wait, is there a problem with it? Is that why we're proposing to change it? (Mr. Truckey: We are not proposing to change it. It's 50 years right now.)
- Mr. Giller: I think question #2 could be clarified a bit. But just to continue that discussion, what might be landmarked in the town that was built after 1942? (Ms. Muncy: Currently 112 S Harris St. was built in 1949, and that's a landmarked property.) Is that across from the BGV Community Center? (Ms. Muncy: Yes. The Gallagher residence.)
- Mr. Giller: Yeah, that I remember that. Another example they're looking at or the Park Service and other historic districts are looking at the cultural landscapes and what's worth preserving? There it could be an old statue. It could be the first ski lift in Breck. I don't know if that still exists. It does occur to me that those have historic significance. I know they suck in some procedure. What's that procedure? As the town considers this as to the sort of non-buildings that that might also be worth being stewards of. (Mr. Truckey: That's in here still because we're carrying over that National Park language.) (Mr. Muncy: There's landmark sites, historic districts, and cultural landscape districts as one section. So, all of those have the potential to be created within Breckenridge.)

Final Commissioner Questions / Comments:

- Mr. Frechter: Before these code changes, are voted on and approved and put in motion. I think that I would recommend to town council they also have the financial assistance program in place. Otherwise, I would expect there might be a lot of backlash. So, I support the code changes now. Thanks to this work session, I am now comfortable with the rolling 50 years as long as there is that review process and it meets the seven aspects of integrity. Yes, I agree about extending the penalties. That way there's both a carrot and a stick, though. It doubles the incentive to make this happen.
- Mr. Gort: On proposed code changes, mostly with a few changes, like protecting the siding and the drainage. I think the rolling 50 years is nice. I do think they should look at changing the period of significance, maybe 2 periods of significance, but that's not asked here. Just providing my opinion on that. I'm fine with question three too.
- Mr. Gerard: I do support the code changes with the addition that Elaine said, tightening up some of that to be as inclusive of the things that go wrong resulting in the demolition by neglect. I think it's helpful to the people who are applying the code to their building what it is they need to do to keep it in as good a condition as possible. #2, I think the 50 years is there for a reason. Mike has pointed out many of those reasons and I feel comfortable that this Planning Commission, at least as far as the town of Breckenridge, is concerned, and the town council, can think about whether a building is historic or not and can make those decisions to not allow bad properties to get landmarked. But I think that there are certainly things that are outside of our period of significance as it's now declared that are well worth saving and landmarking. Extending the penalties, yes,

absolutely. And as Alan has indicated, the stick and the carrots are always the best way to go forward with this. Maybe to quote Elaine from a past meeting, most of the people who own these properties have the wherewithal to protect them. I think this is Breckenridge, and there's hardly a square foot of property that isn't extremely valuable and people have the ability to do that. But still, I think being able to say we support it with our money helps us justify putting that onerous on the people that own those properties.

Mr. Guerra: Thank you, Ellie, and everybody else for clearing up my questions that were running around in my brain. I feel much more comfortable with it now, so I do support the proposed code changes. After the discussion on #2, I believe the time frame should stay at the 50 years and not go to the Town's period of significance. And I do support extending the existing penalties. Thank you.

Mr. Giller: Yes, I do support the proposed code changes. Very nice work Mark and Ellie. Period of significance; it's a tough one. I do think the town needs to start sort of the understanding and education and interpretation of the early ski resort days and in the 1960s. I could see some limited landmarking of significant structures in that period and granting those owners the benefits of that. Yes, we absolutely should extend this to all historic buildings or sheds in the period of significance if we really seek to be stewards. Thanks.

Mr. Propper: I do support the proposed code changes. And now that we've discussed the 50 years, I do support keeping that. On extending the existing penalties, I think Alan's right that we need to have the carrot at the same time that we have the stick. But I think that the penalty needs to be a sufficient deterrent and I would want to see what that's going to be. I assume we don't have a concept yet on that, but we don't want people to just continue to let this happen. We want to encourage them to do the right thing here. I had one suggestion, just a wording suggestion on the definition of demolition by neglect. It seemed to me that 2 words were missing. So, where it's talking about maintenance repair to a point; I would add "at which" to the lack of maintenance reaches the threshold. That's it.

Mr. Leas: I agree with #1. And I agree with #3. However, with the caveat that has been discussed that Alan brought up that we have some incentive which is probably a Town Council issue. And #2, I wrestle with a little bit, and I think that Mike's discussion about the history of this whole process. Those of us who are older remember what happened during the 60s, and I watched it happen in Washington, DC, where urban renewal came through and developers tore down entire neighborhoods. They tore down the entire city of Rockville and all the historic buildings that were in it. And I could go on and on with examples of what happened up and down the east coast. It was an important movement when people said wait a minute, we're losing something significant here to our history. It didn't come as a tremendous hardship to the developers, who then learned to incorporate these historical elements into what they were doing and as a result of that, we ended up with some really nice historic buildings preserved in Washington. We have some historic facades that were preserved, and buildings were built behind those facades to accommodate the need for office space and residential space. And the whole problem once they went back to the drawing board turned out to be a big benefit because of the push for historic preservation. I think it's really important that we take this into consideration in the context of what we're trying to consider here. The 50 years versus the period of significance, the period of significance is kind of arbitrary because we don't have a definition of that, but I think that terminology. Along with the understanding of the importance of the history of this place can be perhaps a foundation for making future decisions and refining this definition at some point in the future to get a better understanding of everybody that needs to deal with us.

- Mr. Truckey: Just a couple of things. To Allen's and a couple of other points, we're going to bring this to the Town Council on March 12th. We're also going to at the same time bring that grants program to them. We hope that by the time probably before this is adopted, we'll know what we're going to do with those grants and hopefully we'll have something available soon. We can have both the carrot and the stick there at the same time. And then secondly, I just wanted to recognize Ellie has done an exemplary job on this and just lots of good research.
- Mr. Leas: Mark, I have one question that just came up as we're talking about current restrictions on demolition. I go back to the project that we looked at last time, that little shed house. As I look at it, that building is really in a difficult place. Financially there's not the motivation to preserve it because the owner is going to have to put too much money into it. If they sell it, the purchaser is also going to have to put a huge amount of money into it. So sometimes I think that the good judgment of the town needs to be we need to let somebody who has a good plan to create something there that resembles the history would be able to demo that before it completely goes away. Because it doesn't have a lot of historic significance, other than the fact that it's been there.
- Mr. Truckey: Yeah, that's a tough one. I think it still meets our criteria, it still meets that significance. But I totally understand what you're saying in terms of the financial challenges. I thought about where you are going to go and what I think of as maybe there's some places like that where we might consider extending the grant program at some time for situations like that.
- Mr. Leas: But the grant would be really significant, like in excess of \$1,000,000 and I don't see the town doing that. That's the point I'm making. When it gets to the point where the financial investment is prohibitive for either the existing owner or somebody to buy it, then what does the town do with this thing that's going to sit there. Eventually it's going to transfer hands because that woman may pass and pass the property back to her kids, but still the problem doesn't go away. I'm just bringing it up not for a solution, but I'm trying to point out a potential problem that the town and the regulations may end up wrestling within the future as we try to be cognizant of historic preservation.
- Ms. Gort: I have to say something. I think the property like that has huge historic significance because it shows the transformation of something into a living dwelling during a period of time when times were hard. I respectfully have the opposite view of you on that place. I think the people who own it don't realize how much of a gem it is historically. Maybe if they're not in the financial position to maintain it or at least keep the site protected, then they need to let it go to someone else who does.
- Mr. Guerra: I would say I think what Mark was getting at and I will echo it. Because we were discussing this that property. Because where it sits, it's theoretically worth a lot of money. But it's not really because anybody who can't afford it doesn't make financial sense for them to restore. And selling it, who's going to buy that? What kind of return can you get?
- Mr. Frechter: I think there are people out there for how much density you can add above and then add below. Hire Janet Sutterley. I think someone would go for it.
- Mr. Guerra: I'd also like to add to your comment, Elaine, that it has historical significance because it was changed into a dwelling unit. Is that part of the actual criteria? We can think it or feel it, but we always have to go back to what is written about what makes something historically significant.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:05 pm.

Mark Leas, Chair



Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

February 2024

Tuesday, Feb. 27th, 2024	Council Chambers	Joint Meeting with BOCC	2:00pm
Tuesday, Feb. 27th, 2024	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

March 2024

Tuesday, March 12th, 2024	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Tuesday, March 26th, 2024	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

Other Meetings

February 26th, 2024	Open Space & Trails Meeting	5:30pm
	Summit Combined Housing Authority	1:00pm
February 27th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
March 5th, 2024	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
March 6th, 2024	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
	I-70 Coalition	11:30am
March 12th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
March 13th, 2024	Breckenridge History	Noon
March 14th, 2024	Upper Blue Sanitation District	5:30pm
March 15th, 2024	Breck Create	3:30pm
March 18th, 2024	Social Equity Advisory Commission	7:30am
	Summit Combined Housing Authority	1:00pm
March 19th, 2024	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
March 21st, 2024	QQ - Quality and Quantity - Water District	10:00am
March 25th, 2024	Open Space & Trails Meeting	5:30pm
March 26th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
March 28th, 2024	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	NWCCOG Board Meeting	10:00am
	RW&B Board Meeting	3:00pm
	Breck Create	3:30pm



Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

April 2nd, 2024	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
April 3rd, 2024	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
April 11th, 2024	Upper Blue Sanitation District	5:30pm
April 9th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
April 10th, 2024	Breckenridge History	Noon
April 15th, 2024	Social Equity Advisory Commission	7:30am
	Summit Combined Housing Authority	9:00am
April 16th, 2024	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
April 25th, 2024	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
June 13th, 2024	QQ - Quality and Quantity - Water District	10:00am
June 27th, 2024	Breck Create	3:30pm
TBD	Tourism Overlay District Advisory Committee Meeting	10:30am
	Transit Advisory Council Meeting	8:00am
	Water Task Force Meeting	9:30am