



**TOWN OF  
BRECKENRIDGE**

**Town Council Regular Meeting**  
Tuesday, October 8, 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. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/83669594167> (Telephone: 1-719-359-4580; Webinar ID: 836 6959 4167).

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 - SEPTEMBER 24, 2024

**III. APPROVAL OF AGENDA**

**IV. COMMUNICATIONS TO COUNCIL**

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

**V. CONTINUED BUSINESS**

- A. SECOND READING OF COUNCIL BILLS, SERIES 2024

**VI. NEW BUSINESS**

- A. FIRST READING OF COUNCIL BILLS, SERIES 2024
  - 1. *COUNCIL BILL NO. 24, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING POLICY 24A SOCIAL COMMUNITY REGARDING EMPLOYEE GENERATION*
  - 2. *COUNCIL BILL NO. 25, 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*
- B. RESOLUTIONS, SERIES 2024
- C. OTHER

**VII. PLANNING MATTERS**

- A. PLANNING COMMISSION DECISIONS

**VIII. REPORT OF TOWN MANAGER AND STAFF**

**IX. REPORT OF MAYOR AND COUNCIL MEMBERS**

- A. CAST/MMC
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HISTORY
- E. BRECKENRIDGE CREATIVE ARTS
- F. CML ADVISORY BOARD UPDATE
- G. SOCIAL EQUITY ADVISORY COMMISSION
- H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

**X. OTHER MATTERS**

**XI. SCHEDULED MEETINGS**

- A. SCHEDULED MEETINGS FOR OCTOBER AND NOVEMBER

**XII. ADJOURNMENT**

**I) CALL TO ORDER, ROLL CALL**

Mayor Owens called the meeting of September 24, 2024, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Jay Beckerman, Carol Saade, Todd Rankin, Carol Saade, Dick Carleton and Mayor Kelly Owens.

**II) APPROVAL OF MINUTES**

- A) TOWN COUNCIL MINUTES – September 10, 2024  
With no changes or corrections to the meeting minutes of September 10, 2024, Mayor Owens declared they would stand approved as presented.

**III) APPROVAL OF AGENDA**

Deputy Town Manager Scott Reid stated there was one change to the agenda, which was to remove Council Bill No. 23, Series 2024 from the agenda. The agenda was approved as amended.

**IV) COMMUNICATIONS TO COUNCIL**

- A) PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)  
Mayor Owens opened Public Comment.  
With no comments, Mayor Owens closed Public Comment.

**V) HISPANIC HERITAGE MONTH PROCLAMATION**

Mayor Owens read the proclamation into record.

**VI) CONTINUED BUSINESS**

- A) SECOND READING OF COUNCIL BILLS, SERIES 2024  
1) COUNCIL BILL NO. 21, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING CHAPTER 6 IMPOSING LATE FEES FOR DELINQUENT ACCOUNTS  
Mayor Owens read the title into the minutes. Pam Ness, Revenue Manager, stated there were no changes to this ordinance from first reading.

Council Member Rankin moved to approve COUNCIL BILL NO. 21, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING CHAPTER 6 IMPOSING LATE FEES FOR DELINQUENT ACCOUNTS. Council Member Carleton seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 22, SERIES 2024 - A BILL FOR AN ORDINANCE ADOPTING LAND USE REGULATIONS FOR NATURAL MEDICINE BUSINESSES  
Mayor Owens read the title into the minutes. Chris Kulick, Planning Manager, stated there were no changes to this ordinance from first reading.

Council Member Rankin moved to approve COUNCIL BILL NO. 22, SERIES 2024 - A BILL FOR AN ORDINANCE ADOPTING LAND USE REGULATIONS FOR NATURAL MEDICINE BUSINESSES. Council Member Saade seconded the motion.

The motion passed 7-0.

**VII) NEW BUSINESS**

- A) FIRST READING OF COUNCIL BILLS, SERIES 2024  
  
B) RESOLUTIONS, SERIES 2024  
1) RESOLUTION NO. 17, SERIES 2024 - A RESOLUTION APPROVING THE EMPLOYMENT OF KEELY A. AMBROSE AS THE TOWN ATTORNEY OF THE TOWN OF BRECKENRIDGE  
Mayor Owens read the title into the minutes. Deputy Town Manager Reid stated this resolution would approve a contract for the new Town Attorney, Keely Ambrose. He further stated Ambrose will begin her employment with the Town in November, so an interim attorney is needed for the month of October, which is the reason for the second ordinance.

Council Member Rankin moved to approve RESOLUTION NO. 17, SERIES 2024 - A RESOLUTION APPROVING THE EMPLOYMENT OF KEELY A. AMBROSE AS

THE TOWN ATTORNEY OF THE TOWN OF BRECKENRIDGE. Council Member Gerard seconded the motion.

The motion passed 7-0.

- 2) **RESOLUTION NO. 18, SERIES 2024 - A RESOLUTION APPROVING THE APPOINTMENT OF KARL HANLON AS THE INTERIM TOWN ATTORNEY OF THE TOWN OF BRECKENRIDGE**  
Mayor Owens read the title into the minutes. Deputy Town Manager Reid stated this resolution would approve a contract for the interim Town Attorney, Karl Hanlon. He further stated Hanlon will serve as attorney for the Town through the month of October.

Council Member Rankin moved to approve RESOLUTION NO. 18, SERIES 2024 - A RESOLUTION APPROVING THE APPOINTMENT OF KARL HANLON AS THE INTERIM TOWN ATTORNEY OF THE TOWN OF BRECKENRIDGE. Council Member Gerard seconded the motion.

The motion passed 7-0.

- C) **OTHER**  
1) **MOTION TO ADOPT OUTSIDE COUNSEL RATES**  
Town Attorney Kirsten Crawford stated a motion is needed to adopt outside counsel rates as related to a recent claim brought to the Town as a TABOR and Short Term Rental Fee complaint.

Council Member Rankin moved to adopt OUTSIDE COUNSEL RATES as presented. Council Member Carleton seconded the motion.

The motion passed 7-0.

**VIII) PLANNING MATTERS**

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

**IX) REPORT OF TOWN MANAGER AND STAFF**

Deputy Town Manager Reid stated the Hearthstone Fundraising Dinner will be coming up and the Town will have a table. In addition, there are three available seats on Planning Commission, with the application closing in October. He further stated a subcommittee will bring forward top candidates for Council to select from.

**X) REPORT OF MAYOR AND COUNCIL MEMBERS**

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

- A. **CAST/MMC**  
No update.

- B. **BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION**  
Council Member Beckerman stated Animal Control was present for an update, and there was a report from the naturalist, as well as discussions about the Laurium Trailhead and Breck History updates.

- C. **BRECKENRIDGE TOURISM OFFICE**  
No update.

- D. **BRECKENRIDGE HISTORY**  
Council Member Rankin stated they discussed an accessible path to the new historic structure at the Laurium, and they adjusted their budget based on the previous capital plan discussion with Council.

- E. **BRECKENRIDGE CREATIVE ARTS**  
Council Member Gerard stated they discussed the Master Plan, and will be discussing popular music in Breckenridge on Thursday at their meeting.

**F. CML ADVISORY BOARD UPDATE**

Council Member Saade stated they discussed the core values of CML and discussed the upcoming legislative cycle. She also stated there was a new board president and new communications tools. She stated CML took a position on Prop JJ regarding sports betting, with dollars going to projects for municipalities. Council Member Carleton stated there was a recent fall district meeting in Breckenridge that was productive.

**G. SOCIAL EQUITY ADVISORY COMMISSION**

Council Member Saade stated in addition to the minutes in the packet, members of the community shared their stories, and it was a powerful statement.

**H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE**

No update.

**XI) OTHER MATTERS**

Council Member Gerard stated he toured the new Sol Center and it was well-attended. He also stated there was conversation about getting people there on buses from other parts of the county, and it will be very functional and will be completed on time.

Council Member Page stated they received a long email from a Blue 52 owner recently that had a lot of items included and suggestions.

Council Member Beckerman recognized the BTO and Lucy Kay for their work on Oktoberfest, and stated it was a very successful event as measured by the quality of the event, and that is the true measurement of success. He also thanked the Chief and his team for their work during the event.

Mayor Owens recognized Town Attorney Kirsten Crawford for her work with the Town during the last three years. She also recognized her work on the Short Term Rental regulations.

**XII) SCHEDULED MEETINGS**

A) SCHEDULED MEETINGS FOR SEPTEMBER, OCTOBER AND NOVEMBER

**XIII) ADJOURNMENT**

With no further business to discuss, the meeting adjourned at 7:25 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

\_\_\_\_\_  
Helen Cospolich, CMC, Town Clerk

\_\_\_\_\_  
Kelly Owens, Mayor



# Memo

To: Town Council

From: Julia Puester, AICP, Assistant Community Development Director

Date: September 30 for the meeting of October 8, 2024

Subject: Employee Generation Ordinance (First Reading) An Ordinance to Amend Policy 9-1-19-24A (Social Community) Regarding Employee Generation

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The employee generation policy (Policy 24A. B of the Development Code) was adopted in 2020. This policy requires all new development projects to mitigate a percentage of the employees generated by the new development or by the increase in intensity of use in existing spaces (e.g., conversion of retail to restaurant). The policy is one of many policies, programs, and practices the Town has implemented to address the gap in attainable workforce housing in our community. When the policy was adopted, impacts to businesses from COVID were ongoing and an accurate reflection of employee generation could not be realized through a nexus study at that time. The adopted policy included the employee generation numbers established by a Town of Vail nexus study completed in 2016. Now that the effects of the pandemic have subsided and employment rates in businesses have stabilized, best practice dictates a Town-specific nexus study be conducted and adopted. The Town engaged Economic and Planning Systems Inc. (EPS) out of Denver, who completed the employee generation nexus study for in-Town businesses in 2024. Staff presented the nexus study results and potential changes at the June 11<sup>th</sup> Town Council meeting. EPS subsequently answered questions from the previous meeting on the nexus study methodology at the August 27<sup>th</sup> Town Council work session. At that meeting, the Council was comfortable with the methodology and proposed Employee Generation Rates per Types of Use table.

Staff is proposing to modify the Employee Generation Rates by Types of Use table to reflect the generation rates found in the Breckenridge-specific nexus study. It is important that the rates reflected in the code are relative to Breckenridge. A few minor changes are also proposed including types of uses regulated (removal of residential uses) and correction to terminology of commercial categories to match the definitions section 9-1-5 as well as a modification to the employee generation calculation example to reflect an accurate generation example per the table.

Staff understands that there are additional topics within the Policy which require further discussion including the mitigation percentage, the process for an applicant to challenge the employee generation rates, and small business exemption. Staff will return with a separate work session item for more in-depth discussions on these topics.

### **Staff Recommendation**

Staff recommends the Town Council approve the first reading of an Ordinance to amend the employee generation policy regarding the employee generation by type of use table and associated changes.

**A BILL FOR AN ORDINANCE AMENDING POLICY 24A SOCIAL  
COMMUNITY REGARDING EMPLOYEE GENERATION**

**WHEREAS**, in 2020, the Town adopted subsection C. Policy 9-1-19-24A Social Community which required new uses to mitigate 35 percent of the employees generated by such use per square footage calculation;

**WHEREAS**, new use square footage or an increase in intensity of use increases the number of employees in the community, resulting in additional need for attainable workforce housing in the community;

**WHEREAS**, regulating a percentage of employees generated by new uses or an increase in intensity of existing uses allows for the use to pay a portion of the new workforce housing demand generated by the use;

**WHEREAS**, when the policy was adopted, impacts to businesses from COVID were ongoing and an accurate reflection of employee generation could not be realized through a nexus study at that time and the adopted policy included the employee generation numbers established by a Town of Vail nexus study completed in 2016. Now that the effects of the pandemic have subsided and employment rates in businesses have stabilized, best practice dictates a Town specific nexus study be conducted and adopted.

**WHEREAS**, the Town engaged Economic Planning Systems, Inc. (EPS) to conduct a nexus study utilizing Breckenridge businesses;

**WHEREAS**, the nexus study reflects the employee generation rates of local businesses, based on a survey of local businesses;

**WHEREAS**, regulating employee generation is another policy to help mitigate the gap in attainable workforce housing in the Town’s numerous workforce housing programs and policies; and,

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

**Section 1.** That subsection B. of 9-1-19-24A be amended by deleting the language stricken and adding the language underlined to read as follows:

B. Employee Housing Impact Mitigation:

- 1  
2 1. The purpose of this subsection B is to ensure that new development or changes in the  
3 intensity of use provide a reasonable amount of employee housing to mitigate the impact on  
4 available employee housing caused by such development.  
5  
6 2. Subsections B through H, inclusive, of this policy shall apply to all new development and  
7 changes of use of the following land uses:  
8  
9 a. Commercial Use  
10  
11 b. Industrial Use  
12  
13 c. Mixed Use  
14  
15 d. Recreation and Leisure Amenities  
16  
17 e. The following Residential Uses:  
18  
19 i. Boarding House  
20  
21 ii. Condominium/Hotel  
22  
23 iii. Divisible Unit  
24  
25 iv. Hotel/Lodging/Inn  
26  
27 v. ~~Multi-Unit Residential~~  
28  
29 vi. Timeshare Interests ~~Unit~~  
30  
31 vii. ~~Townhomes~~  
32  
33 3. This policy does not apply to institutional uses.  
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36 **Section 2.** That a new employee generation rates by type of use table be added to subsection C.1. of section 9-1-19-24A underlined to read as follows:

Type of Use	Employee Generation Rate
<u>Restaurant (Food Service)</u>	
<u>Fast food/counter service</u>	<u>3.26 employees per 1,000 sq. ft.</u>
<u>Sit Down/table service-outdoor space up to 25% of indoor size*</u>	<u>8.34 employees per 1,000 sq. ft.</u>
<u>Sit down/table service-outdoor space greater than 25% of indoor size*</u>	<u>12.78 employees per 1,000 sq. ft.</u>
<u>Outdoor additions**</u>	<u>4.44 employees per 1,000 sq. ft.</u>
<u>Taphouse/Brewery/Bar (without food service)</u>	<u>2.73 employees per 1,000 sq. ft.</u>
<u>Health and wellness (e.g. yoga, fitness, gym, physical therapy)</u>	<u>3.41 employees per 1,000 sq. ft.</u>



Personal service (e.g. salon, spa, nailcare, skincare)	<u>5.54 employees per 1,000 sq. ft.</u>
Retail	<u>2.95 employees per 1,000 sq. ft.</u>
Office	<u>6.26 employees per 1,000 sq. ft.</u>
Hospitality (e.g. Condominium/hotel, divisible unit, hotel/lodging/inn, timeshare interests)	<u>0.23 employees per room/unit/divisible unit</u>

\*Rate applied to indoor square footage

\*\*Rate applied only if previous outdoor space was less than or equal to 25% of indoor size

**Section 3.** That subsection C.1. of section 9-1-19-24A is hereby repealed and replaced.

**Section 4.** That subsection C.3. of section 9-1-19-24A be amended by deleting the language stricken and adding the language underlined to read as follows:

3. Each development shall mitigate its impact on available employee housing by providing new employee housing for thirty five percent (35%) of the employees generated by the project, in accordance with the table "Employee Generation Rates by Type of Use Table," above, and the requirements of this policy.

For example, for a new fast food/counter service restaurant ~~indoor eating and drinking establishment/restaurant and bar~~ proposing 2,500 square feet of new area, the required employee housing would be calculated as follows:

$([2,500 \text{ square feet}/1,000 \text{ square feet}] \times [3.26][40.2]) = 8.15$  ~~25.5~~ new employees generated x 35% = 2.85 ~~8.9~~ employees to be housed; ~~and~~

~~A new exterior food and beverage area of 1,000 square feet would require employee housing calculated as follows:  $([1,000 \text{ square feet}/1,000 \text{ square feet}] \times [5.11]) = 5.1$  new employees generated x 35% = 1.79 employees to be housed.~~

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
PUBLISHED IN FULL this 24<sup>th</sup> day of September 2024.

A copy of this Ordinance is available for inspection in the office of the Town Clerk.

TOWN OF BRECKENRIDGE, a Colorado

municipal corporation

By: \_\_\_\_\_  
Kelly Owens, Mayor

ATTEST:

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Helen Cospolich, CMC,  
Town Clerk

ATTEST:



# Memo

To: Breckenridge Town Council Members  
From: Laurie Best, Housing Manager  
Date: 10/2/2024 (for 10/8/2024 work session)  
Subject: An Ordinance Approving a Subordination Agreement with 1<sup>st</sup> Bank for Stable Village Phase 2 (First Reading)

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## **Summary**

Staff requests Town Council approve the attached subordination agreement, which will allow Stables Village, LLC to borrow funds from 1<sup>st</sup> Bank to complete Phase 2 of the Stables Village workforce housing development with the backing of the Town.

## **Background**

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 2 of the Stables Village workforce housing project. The Town previously approved the same Agreement Relating to Development and Subordination for Phase 1 (executed April 17, 2024), but construction is now underway in Phase 2 and First Bank is requiring an agreement specific to Phase 2.

The Town Charter Section 15.3 requires Council to approve encumbrances that assign development rights to the lender in the event of default. Subordination agreements like this are common and most recently the Town also entered a similar agreement on the Vista Verde Apartments. The Phase 2 construction loan is approved up to \$15,986,197 for the twenty-four homes in this final phase. As you may recall, the Phase 1 loan was approved up to \$21,000,000 for the first thirty-seven homes in that phase. To reduce interest expenses, the Developer was able to provide initial funding and only drew \$5,000,000 of the Phase 1 loan. Now that Phase 1 homes are closing, the Developer can fund construction expenses utilizing sale proceeds and it is unlikely they will draw more on the Phase 1 loan. We would expect similar cash flow from sale proceeds and don't expect the Phase 2 loan to be fully drawn either.

The intent of the Agreement is to provide some protection for the lender while also ensuring that the workforce housing project is protected in the event the developer defaults on the loan. Since that is the Town's primary concern, staff worked with Town Attorney Kristen Crawford and First Bank as well as the Developer's attorney to insure that in the event of a default, 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.

## **Recommendation**

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 8th day of October, 2024. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 22nd day of October, 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

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## AGREEMENT RELATING TO DEVELOPMENT AND SUBORDINATION

THIS AGREEMENT RELATING TO DEVELOPMENT AND SUBORDINATION (this “Agreement”) dated October \_\_, 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” together with Town and Borrower, the “Parties”).

### RECITALS

A. On or about May 15, 2023, the Town and Stables Village, LLC, a Colorado limited liability company, as predecessor in interest to Borrower, entered into that certain Stables Village 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”) as assigned to Borrower by that certain Assignment of Stables Village Project Agreement with an effective date of September 15, 2023 (the agreement as assigned, the “Project Agreement”).

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. In connection with the first phase of funding for the Project (“Phase 1 Project”), the Parties entered into an Agreement Relating to Development and Subordination dated April 17, 2024 (“Phase 1 Agreement”). The Parties hereby wish to enter into a substantially similar agreement for the financing of the Phase 2 Project.

D. On April 18, 2024, the Town conveyed to the Borrower, a portion of the Property (Phase 2 of the Project, which included Phase 2A and Phase 2B per the budget documents and Tracts D, E and H, collectively referred to herein as, “Phase 2 Property”) in consideration for the agreements set forth in the Project Agreement and for construction of twenty-four homes comprised of 11 duplexes, and 2 single family homes (“Phase 2 Project”).

E. In connection with the conveyance of the Phase 2 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”). The Town and Borrower entered into that certain Public Improvements, Site Work, and Infrastructure

Construction Agreement (Phase 1 Stables Village – Infrastructure) dated August 15, 2023 which relates to the Phase 1 Project and the Phase 2 Project (“Improvement Agreement”).

F. On or about even date herewith, Lender will close a construction loan to Borrower in an original principal amount of approximately Fifteen Million Nine Hundred Eighty-Six Thousand One Hundred Ninety Seven and No/100ths Dollars (\$15,986,197.00) to fund a portion of the costs of the Phase 2 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. \_\_\_\_\_ 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 2 Property and the Phase 2 Project. 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.”

G. 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 2 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 2 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 2 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 the Phase 2 Project for the reason that the Phase 2 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 2 has been approved by the Town and the Town will be contributing \$6,808,000.00 to the costs of construction for Phase 2 Project which the Town and Borrower agree will be expended in full for costs of the Phase 2 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 2 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 2 Project;

(d) The Town has approved the plans and specifications for the Phase 2 Project and all of the public improvements required for the development of the Phase 2 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 have 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 2 Project are sufficient to complete construction the Phase 2 Project. If the remaining Loan funds plus Borrower's equity paid into the Phase 2 Project are insufficient to fund the Phase 2 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.

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: Shannon Haynes, Town Manager  
150 Ski Hill Road  
PO Box 168  
Breckenridge, CO 80424

With a Copy to: Keely A. Ambrose, Esq.  
150 Ski Hill Road  
PO Box 168  
Breckenridge, CO 80424

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 19<sup>th</sup> 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.

(h) Parties agree that this Agreement and the Phase 1 Agreement will be recorded in the real property records of Summit County, Colorado (“Records”). Upon the full release of that certain Deed of Trust dated April 17, 2024, and recorded in the Records on April 19, 2024, at Reception No. 1328986 and Assignment of Leases, Rents, and other

Rights dated April 17, 2024, and recorded in the Records on April 19, 2024, at Reception No. 1328987, the Phase 1 Agreement shall be deemed to have terminated and shall be deemed to be released from the Records with no further action required by any party. Upon the full release of the Deed of Trust, the Agreement shall be deemed to have terminated and shall be deemed to be released from the Records with no further action required by any party.

*[Signature Pages Follow]*





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: Presley Ilieva  
Title: Senior Vice President

STATE OF COLORADO )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2024, by Presley Ilieva, as Senior Vice President of FirstBank, a Colorado state banking corporation.

My Commission Expires \_\_\_\_\_.

Witness my hand and official seal.

[ S E A L ]

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**The Property**

Legal Description

TRACTS D, E AND H, STABLES VILLAGE SUBDIVISION AS SHOWN ON PLAT  
RECORDED JULY 10, 2023 UNDER RECEPTION NO. 1313563, COUNTY OF SUMMIT,  
STATE OF COLORADO.





# Memo

To: Breckenridge Town Council Members  
From: Mark Truckey, Director of Community Development  
Date: October 2, 2024  
Subject: Planning Commission Decisions of the October 1, 2024 Meeting

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***DECISIONS FROM THE PLANNING COMMISSION MEETING, October 1, 2024:***

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:**

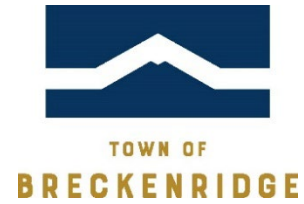
Village at Breckenridge Large Vendor Cart Renewal, 655 S. Park Avenue, PL-2024-0363  
A proposal to continue a large vendor card operation, Gyros Delish, on the Village at Breckenridge plaza. No changes were proposed with this application. *Approved, see second memo.*

**CLASS C APPLICATIONS:** None.

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.

# Memo



**To:** Town Council  
**From:** Clif Cross, Planner II  
**Date:** October 1, 2024 (for meeting of October 8, 2024)  
**Subject:** Village at Breckenridge Large Vendor Cart Renewal Class B Minor Planning Commission Approval Summary

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A Combined Hearing for the Village at Breckenridge Large Vendor Cart Renewal, located at 655 South Park Avenue, was held by the Planning Commission on October 1, 2024. The application proposes the continuation of a 98 sq. ft. large vendor cart's operation on the Village at Breckenridge Plaza. No changes are proposed with this renewal.



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

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



NOT TO SCALE

# Breckenridge South

Village at Breckenridge  
Large Vendor Cart  
Renewal, 655 S. Park  
Avenue



## PLANNING COMMISSION MEETING

The regular meeting was called to order at 5:34 pm by Chair Leas.

### ROLL CALL

Mike Giller	Mark Leas	Allen Frechter
Ethan Guerra	Elaine Gort	Susan Propper - <b>Remote</b>

### APPROVAL OF MINUTES

Mr. Leas would like all of his comments stricken from the minutes, as he does not recognize those comments. With those changes, the September 17, 2024 Planning Commission Minutes were approved.

### APPROVAL OF AGENDA

With no changes, the October 1, 2024 Planning Commission Agenda was approved.

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

### COMBINED HEARINGS:

1. Village at Breckenridge Large Vendor Cart (CC), 655 S Park Avenue, PL-2024-0363

Mr. Cross presented a proposal to continue a large vendor card operation, Gyros Delish, on the Village at Breckenridge Plaza. No changes were proposed with this application.

#### *Commissioner Questions / Comments:*

There were no questions or comments.

Mr. Frechter made a motion to approve the Village at Breckenridge Large Vendor Cart, seconded by Mr. Guerra. The motion passed unanimously.

### WORK SESSIONS:

1. Development Code Work Session

Mr. Kulick provided an overview of what will be discussed at an upcoming Town Council work session about long range plans and the Development Code. The Commission was asked for feedback related to the content in an effort to refine the material for the Council.

#### *Commissioner Questions / Comments:*

Mr. Giller: Where would a variance fall? (Mr. Kulick: A variance is only given to absolute policies, not relative policies where the points can be made up. Our variance policy is a little more strict than other communities and requires the issue to be specific to the site and cannot be an issue that is self-inflicted. Variances would actually be a good thing to add to the Council presentation.)

Mr. Guerra: Was the Romer-Kuhn project associated with a development agreement?

Mr. Kulick: That was a development agreement, and was probably a medium-sized agreement in terms of the scale and scope of the project. Another example of a development agreement that was recently processed is the Copper Baron development agreement. Another example is BGV, which was one of the largest and most complicated development agreements we've processed.

Mr. Giller: I haven't seen many variances come through, what is the process with that. (Mr. Kulick: It's seldom, it's usually where there's a unique situation that can't be avoided, or the applicant asks for it after staff does not recommend a variance.) (Mr. Truckey: At least

half the variances we've seen in the last several years have been for projects in Cucumber Gulch.

- Mr. Leas: Is there much private property in the Gulch? (Mr. Truckey: There's some, so those variances are sometimes needed.)
- Mr. Kulick: There are also some water quality features that exist in that area before we acquired the land, where modifications have been required via variance.
- Mr. Leas: Do some of those instances include water discharging into the Gulch? (Mr. Kulick: They do, which we have been very restrictive with allowances relating to water discharging into the Gulch.)
- Mr. Giller: In updating the Town's comprehensive plan next year what will the focus of the updates be?
- Mr. Truckey: One focus will probably be redevelopment, as well as the required updates from the State.
- Ms. Gort: The comprehensive plan also mentions transportation and we don't have a separate transportation plan, which may be something to add. (Mr. Kulick: That is mostly contained in the Sustainability plan, which has a transportation focused section.)
- Ms. Gort: For suggestions during the council presentation, I would recommend adding links to all of the comprehensive plans to make them easier to find and include summaries of each plan in a more visible and accessible place.
- Mr. Frechter: You could also consider having printed copies of the Handbook of Design Standards for the Planning Commission and Town Council to reference during presentations on projects in case they need to look back to reference specific wording.
- Ms. Gort: Additionally, having hyperlinks in your staff report to link to the code sections mentioned would be helpful to save time scrolling through the code looking for the section being referenced.
- Mr. Leas: Eric Mamula had a lot of experience with the code which allowed him to have a lot of background knowledge to pull from, and with him gone there's a bit of a void in knowledge now.
- Mr. Kulick: We used to have Council members serve on Planning Commission for a year and it caused issues if a project was called up and the council member having to recuse themselves could allow for a split vote, but it was helpful to gain knowledge of the Code and Handbook. Stephen and Jay are the experienced members currently serving on Council.
- Mr. Giller: The Handbook of Design Standards is based off the National Park Service Secretary of the Interior standards, and the Park Service website has briefs that are helpful summaries of historic preservation.
- Mr. Leas: I have a binder in my briefcase that includes the Code and Handbook that I can reference when reviewing projects so I don't have to open up my computer and go to the specific section.

**OTHER MATTERS:**

1. Town Council Summary

**ADJOURNMENT:**

The meeting was adjourned at 6:23 pm.

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Mark Leas, Chair



**TOWN OF BRECKENRIDGE**  
**TOWN COUNCIL**

*Only 2 Council Members at each meeting, a third just means it needs to be posted.*

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

Date	Meeting	Location	Time
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**October 2024**

Tuesday, October 1st	RMU Women's Ride	RMU	5:00pm - 7:00pm
Friday, October 4th	COO Breakfast	Copper Mountain	7:30am - 11:00am
Tuesday, October 8th	Town Council Budget Retreat	Council Chambers	Noon - 3:00pm
<b>Tuesday, Oct. 8th, 2024</b>	<b>First Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>
Wednesday, October 9th	Women in Politics	Bistro North	11:30am - 1:30pm
Wednesday, October 9th	FIRC Hearthstone Wine Dinner	Hearthstone Restaurant	5:00pm - 9:00pm
Tues. Oct. 15th - 17th, 2024	MT2030 and CAST	Jackson Hole	All Day
Thursday, October 17th	Housing Site Tour with Thrive	Denver	8:00am - 5:00pm
Oct. 18th - Oct. 20th	Dia De Los Muertos	Arts District	All Day
Tuesday, October 22nd	MERJE Open House	Rec Center	Noon - 1:00pm
Tuesday, October 22nd	Blue River Pathways Site Visit	Watson to French	1:00pm - 2:00pm
<b>Tuesday, Oct. 22nd, 2024</b>	<b>Second Meeting of the Month</b>	<b>Council Chambers</b>	<b>2:00 pm / 7:00 pm</b>
Tuesday, October 22nd	MERJE Open House	Rec Center	5:30pm - 6:30pm

**November 2024**

<b>Tuesday, Nov. 12th, 2024</b>	<b>First Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>
<b>Tuesday, Nov. 26th, 2024</b>	<b>Second Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>

**Other Meetings**

October 8th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
October 10th, 2024	Upper Blue Sanitation District	Administrative Office	5:30pm
October 15th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
October 21st, 2024	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
October 22nd, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
October 24th, 2024	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
November 5th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
November 6th, 2024	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
	Childcare Advisory Committee	Town Hall	10:00am
November 7th, 2024	QQ - Quality and Quantity - Water District	Hybrid	10:00am
November 12th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
November 13th, 2024	Breckenridge History	Town Hall	Noon



**TOWN OF BRECKENRIDGE**  
**TOWN COUNCIL**

*Only 2 Council Members at each meeting, a third just means it needs to be posted.*

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

<b>Date</b>	<b>Meeting</b>	<b>Location</b>	<b>Time</b>
November 14th, 2024	I-70 Coalition	Keystone Policy Center	11:30am
	Upper Blue Sanitation District	Administrative Office	5:30pm
November 18th, 2024	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
November 19th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
November 26th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
November 28th, 2024	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
December 3rd, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
December 4th, 2024	Breckenridge Events Committee	Town Hall	9:00am
	I-70 Coalition	Keystone Policy Center	10:00am
	Childcare Advisory Committee	Town Hall	3:00pm
December 5th, 2024	NWCCOG Board Meeting	Silverthorne Office	10:00am
December 19th, 2024	Breck Create	South Branch Library	3:30pm
TBD	Tourism Overlay District Advisory Committee Meeting		10:30am
	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am