



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, April 25, 2023, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Log-in 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 - APRIL 11, 2023

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

B. BRECKENRIDGE TOURISM OFFICE UPDATE

V. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2023

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2023

1. *COUNCIL BILL NO. 14, SERIES 2023 - PROPOSED DEVELOPMENT AGREEMENT AMENDMENT BETWEEN THE TOWN OF BRECKENRIDGE AND BRECKENRIDGE GRAND VACATIONS (GONDOLA LOT PROPERTIES LLC) THAT ANY SITE-SPECIFIC DEVELOPMENT PERMIT APPLICATION WITHIN THE GONDOLA LOTS MASTER PLAN AREA NOT BE SUBJECT TO ANY POLICY/DEVELOPMENT CODE CHANGES SUBSEQUENT TO MAY 25, 2022 FOR A PERIOD OF SIX MONTHS*

B. RESOLUTIONS, SERIES 2023

C. OTHER

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC (Mayor/Town Manager)
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (Bergeron)
- C. BRECKENRIDGE TOURISM OFFICE (Carleton)
- D. BRECKENRIDGE HISTORY (Saade)
- E. BRECKENRIDGE CREATIVE ARTS (Rankin)
- F. BRECKENRIDGE EVENTS COMMITTEE (Owens)
- G. CHILD CARE ADVISORY COMMITTEE (Beckerman)
- H. WORKFORCE HOUSING COMMITTEE (Carleton/Rankin)
- I. SOCIAL EQUITY ADVISORY COMMISSION (Saade)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR APRIL, MAY AND JUNE

XII. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of April 11, 2023, to order at 7:00pm. The following members answered roll call: Todd Rankin, Carol Saade, Dick Carleton, Jay Beckerman, Jeffrey Bergeron, Kelly Owens and Mayor Eric Mamula.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – MARCH 28, 2023

With no changes or corrections to the meeting minutes of March 28, 2023, Mayor Mamula declared they would stand approved as presented.

III) APPROVAL OF AGENDA

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

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Mamula opened Public Comment.

Jim Cutler, Vice President of Summit Youth Hockey stated he was representing Summit Youth Hockey Club and parents. He further stated they have more than 250 kids playing in the club, and girls hockey is the fastest growing program. Cutler thanked Council for the new locker rooms and ice use grants for 2 fundraising events, which raised about \$50,000. He further explained that fundraising and grants help run free hockey programs for first-year players, and the club engaged Matt Stais to see how much it would cost for a feasibility study to build an additional ice rink. Cutler stated the club is planning to come back to the Town with a proposal at the May 23, 2023 Council meeting.

There were no additional comments and Mayor Mamula closed Public Comment.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2023 - PUBLIC HEARINGS

1) COUNCIL BILL NO. 12, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING THE STABLES VILLAGE PROJECT AGREEMENT

Mayor Mamula read the title into the minutes. Melanie Leas, Housing Project Manager, stated there were no substantive changes to this ordinance from first reading.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 12, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING THE STABLES VILLAGE PROJECT AGREEMENT. Council Member Beckerman seconded the motion.

The motion passed 7-0.

2) COUNCIL BILL NO. 13, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING THE OPEN SPACE & TRAILS MASTER PLAN

Mayor Mamula read the title into the minutes. Scott Reid, Recreation Director, stated there were no changes to this ordinance from first reading.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 13, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING THE OPEN SPACE & TRAILS MASTER PLAN. Council Member Saade seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

- A) FIRST READING OF COUNCIL BILLS, SERIES 2023
- B) RESOLUTIONS, SERIES 2023
- C) OTHER
- 1) BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION APPOINTMENTS
Council Member Saade thanked all those who applied, and stated it is great to see so many qualified applicants.

A vote by ballot was conducted and the applicants who received the highest number of votes were: Nikki LaRochelle, David Rossi and Chris Tennial.

Council Member Bergeron moved to appoint Nikki LaRochelle, David Rossi and Chris Tennial to the Breckenridge Open Space Advisory Commission. Council Member Saade seconded the motion.

The motion passed 7-0.

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS
Mayor Mamula declared the Planning Commission Decisions would stand approved as presented.
- B) STILLSON (STABLES VILLAGE) MASTER PLAN TOWN PROJECT PUBLIC HEARING
Elena Scott from Norris Design spoke about the master plan for this project, reviewing the site plan and how they've addressed some of Council's previous comments. Councilmember Bergeron asked about the flat roofs. Suzanne Sabo from Allen-Guerra Architects spoke about the roof design.

Mayor Mamula opened the Stillson Master Plan Town Project Public Hearing. There were no public comments, and the hearing was closed.

Council Member Bergeron moved to approve the STILLSON (STABLES VILLAGE) MASTER PLAN TOWN PROJECT PUBLIC HEARING. Council Member Beckerman seconded the motion.

The motion passed 7-0.

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Holman stated the Colorado Municipal League conference is June 26-28 and June 28 is a Town Council meeting day so he would like to know if we should cancel the Town Council meeting that day. Mayor Mamula stated that with all that is going on right now, it's important for Breckenridge to attend this year's conference and Council will look to cancel that meeting.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC
No update.
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
No update.
- C. BRECKENRIDGE TOURISM OFFICE
No update.
- D. BRECKENRIDGE HISTORY
Council Member Saade stated Breck History is excited about the possibilities of Dry Gulch and noted that the group discussed 2024 projects. She also stated the Milne Project is on time and on budget.
- E. BRECKENRIDGE CREATIVE ARTS
No update.
- F. BRECKENRIDGE EVENTS COMMITTEE

Council Member Owens stated there's a new table being created for events that will be a helpful way to look at events in the future.

G. CHILD CARE ADVISORY COMMITTEE

No update.

H. WORKFORCE HOUSING COMMITTEE

No update.

I. SOCIAL EQUITY ADVISORY COMMISSION

Shannon Haynes stated the open seat is posted and Council Member Saade stated they hope to get many applicants like last time.

X) OTHER MATTERS

Council Member Rankin stated a representative from Vail has offered to host a field trip for last mile transportation, and he asked Council if they would be interested in changing the Town Cleanup menu to be more sustainable and not offer beef. Council was split on this idea and may look to do that for another event in the future.

Council Member Bergeron wanted to know the Chief's thoughts on concealed carry, and Chief Baird stated he supports where it stands now. Attorney Crawford stated we can get more input from the Chief during first reading.

Council Member Carleton stated he had realtors approach him with concerns around cedar shake shingles, and some people are having trouble getting property insurance for these kinds of roofs. He further stated that right now we allow them with the code but they have to be treated every year and we don't want to have to inspect them every year and they can be very flammable. Council Member Carleton would like to propose an ordinance eliminating cedar shake shingles due to fire risk. Mark Truckey stated we should consider doing this with the county and other municipalities as a joint effort.

Council Member Owens asked if we could scale back our median flowers to conserve water. Town Manager Holman stated we could speak with Public Works about doing this, possibly as a more permanent option in the future.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR APRIL, MAY AND JUNE

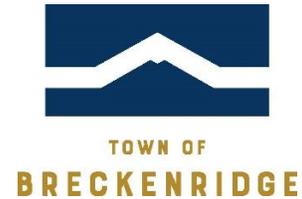
XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:02pm. Submitted by Tara Olson, Deputy Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor



Memo

To: Town Council

From: Chris Kulick, AICP, Planning Manager

Date: 4/19/2023, for the meeting of April 25, 2023

Subject: First Reading of a Proposed Development Agreement Amendment Between the Town of Breckenridge and Breckenridge Grand Vacations (Gondola Lot Properties LLC) that any site-specific Development Permit application within the Gondola Lots Master Plan Area Not Be Subject to any Policy/Development Code changes Subsequent to May 25, 2022 for a Period of Six Months

Mike Dudick, CEO of Breckenridge Grand Vacations, has applied for a Development Agreement Amendment to modify the terms of the existing Development Agreement that extended the vesting of the Gondola Lots Master Plan by six months to May 23, 2025. The applicant requests an amendment to the existing Development Agreement that would allow in addition to the six months of extended vesting for the Master Plan, that any site-specific Development Permit application within the Master Plan area not be subject to any Development Code changes subsequent to May 25, 2022, for a period of six months from the effective date of this amendment, June 13, 2023. This amendment is requested in order for the applicant to withdraw the active Breckenridge Grand Vacations Gondola Lots Site Specific Development Permit application (PL-2022-0208) in order to explore other development options. Previously the applicant, as a public benefit in consideration of the extending the vesting of the Master Plan, agreed to a \$100,000 capital contribution toward either a new in-town childcare center or a project that increases capacity to an existing in-town childcare center prior to the extension going into effect.

Background

A Development Agreement was approved by the Council at second reading on March 14, 2023 to extend the Gondola Lots Master Plan until May 23, 2025, with the option of the Town Council, by affirmative vote of a majority of Council members at a regularly scheduled Town Council meeting, to extend the Master Plan's vesting an additional six (6) months to November 21, 2025 provided the extension is granted prior to this agreement's expiration on May 23, 2025.

Code Amendments: Since May 25, 2022, the submittal date of PL-2022-0208, the only Development Code amendment that has gone into effect that would have any influence on a site-specific review of the Master Plan area is under Policies 5A and 5R, Architectural Compatibility. This amendment pertained to the assignment of points associated with building materials. Staff has contemplated the effect of this code amendment on a development within the Master Plan area and finds that it would have a minimal impact on design. Other code amendments, listed below, that were adopted after May 25, 2022, are superseded by language contained in the Master Plan and would not affect development in the Master Plan area while the Master Plan is vested.

- Elimination of Policy 4, Mass
- Amendment of the off-street parking regulations

Proposal

The following items are requested of the Town by the applicant:

1. Amend the Development Agreement to allow in addition to the Master Plan's six months of extended vesting, that any site-specific Development Permit application within the Master Plan area not be subject to any Development Code changes subsequent to May 25, 2022 for a period of six months from the effective date of this amendment, expiring on December 13, 2023. The Town Council, by affirmative vote of a majority of Council members at a regularly scheduled Town Council meeting, has the option to extend this provision an additional six (6) months to June 13, 2024, provided the extension is granted prior to this provision's expiration on December 13, 2023.

Development Code Section 9-9-4 regarding Development Agreements encourages applicants to provide additional public benefits as part of a Development Agreement proposal. The following item was previously accepted by the Council as a public benefit:

1. Provide a \$100,000 capital contribution toward either a new in-town childcare center or a project that increases capacity to an existing in-town childcare center prior to the Extension going into effect. If an additional six (6) months of vesting is granted to November 21, 2025, approval will require an additional \$100,000 contribution for the same purpose.

Questions for Council

The decision to enter into a Development Agreement is entirely at the discretion of the Council. Staff looks for direction on the following at the afternoon's work session:

1. Does the Council support amending the Development Agreement with the applicant?
2. Does the Council support the terms of the proposed Development Agreement as outlined under the above proposal?

If the Council is supportive of amending the Development Agreement, first reading of the attached ordinance and Development Agreement will be held at the evening meeting.

**A BILL FOR AN ORDINANCE AMENDING A DEVELOPMENT AGREEMENT
WITH GONDOLA LOT PROPERTIES LLC.**

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

Section 1. The Town Council of the Town of Breckenridge finds and determines as follows:

A. That Gondola Lot Properties, LLC (“Developer”) owns, or has a ground lease, for the following described real property in the Town of Breckenridge that is controlled by the Breckenridge Grand Vacations Gondola Lot Master Plan (PL-2021-0052) (“Master Plan”):

- Lot 1, Gondola Lots, Filing 1
- Lot 2, Gondola Lots, Filing 1
- Lot 3, Gondola Lots, Filing 1
- Lot 4, Gondola Lots, Filing 2
- Lot 1B, Block 4, Parkway Center (“Property”).

B. A proposed development agreement between the Town and the Developer has been prepared, a copy of which is marked Exhibit “A”, attached hereto and incorporated herein by reference (“Development Agreement”).

C. The Town has received a completed application for a Class A Development Permit (“Application”) which is currently under review by the planning commission.

D. Developer hereby withdraws the Application under the terms and conditions of the Development Agreement, Exhibit A.

E. The procedures to be used to review and approve a development agreement are provided in chapter 9 of title 9 of the municipal code. The requirements of such chapter have substantially been met or waived in connection with the approval of the proposed Development Agreement and the adoption of this ordinance.

Section 2. The Development Agreement between the Town and the Developer is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

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

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

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 25th day of April 2023.

1 READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON
2 THE TOWN'S WEBSITE this 9th day of May, 2023. A copy of this Ordinance is available for
3 inspection in the office of the Town Clerk.

ATTEST:

TOWN OF BRECKENRIDGE

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

APPROVED IN FORM

Town Attorney Date

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Exhibit "A"

APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED STATUTES, AS AMENDED

DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement ("Agreement") is made as of the 13th day of June, 2023 ("Effective Date," which shall be the date when this ordinance approving this Agreement becomes effective) between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the "Town") and GONDOLA LOT PROPERTIES LLC, a Colorado limited liability company, (the "Developer"). This Agreement amends and restates that Development Agreement dated as of April 14, 2023, and recorded April 14, 2023, at Reception No. 1309020 of the records of the Clerk and Recorder of Summit County, Colorado ("Original Development Agreement"). The Town and the Developer are sometimes collectively referred to in this Agreement as the "Parties," and individually by name or as a "Party."

Recitals

A. The Developer owns, or has a ground lease, for the following described real property in the Town of Breckenridge, Summit County, Colorado that is controlled by the Breckenridge Grand Vacations Gondola Lot Master Plan (PL-2021-0052) ("Master Plan"):

- Lot 1, Gondola Lots, Filing No. 1
Lot 2, Gondola Lots, Filing No. 1
Lot 3, Gondola Lots, Filing No. 1
Lot 4, Gondola Lots, Filing No. 2
Lot 1B, Block 4, Parkway Center ("Property").

B. In accordance with Subsection (H)(1) of Section 9-1-19-39A, "Policy 39 (Absolute) Master Plan" of the Breckenridge Town Code a development permit for an approved master plan is vested for three (3) years.

C. The approved vesting of the Master Plan expires three (3) years from the approval, November 23, 2024.

D. The Developer proposes to extend the vesting of the Master Plan by six (6) months to May 23, 2025. The extended vesting period is referred to in this Agreement as the "Extension."

1
2 E. A development agreement is necessary in order to authorize the Extension.
3

4 F. In accordance with Section 9-1-17-2 of the Breckenridge Town Code, development
5 permits shall be granted or denied on the basis of the policies contained in the Development
6 Code and on no other basis.
7

8 G. The Developer proposes an allowance for any site-specific Development Permit
9 application within the Gondola Lots Master Plan area to not be subject to any Development Code
10 changes subsequent to May 25, 2022, for a period of six months from the effective date of this
11 amendment, June 13, 2023. This time limited provision is referred to in this Agreement as the
12 “**Allowance.**”
13

14 H. A development agreement is necessary in order to authorize the Allowance.
15

16 I. Town has received a completed application for a Class A Development Permit
17 (“**Application**”) within the Gondola Lots Master Plan area which is currently under review by
18 the planning commission.
19

20 J. The Developer proposes to withdraw the Application.
21

22 K. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town Council
23 has the authority to enter into a development agreement.
24

25 L. The commitments proposed by the Developer in connection with this Agreement are
26 set forth hereafter and are found and determined by the Town Council to be adequate.
27

28 M. The Town Council has received a completed application and all required submittals
29 for a development agreement; had a preliminary discussion of such application and submittals;
30 determined that it should commence proceedings for the approval of this Agreement; and, in
31 accordance with the procedures set forth in Section 9-9-10(C) of the Breckenridge Town Code,
32 has approved this Agreement by non-emergency ordinance.
33

34 Agreement 35

36 1. Subject to the provisions of this Agreement, the Master Plan, is hereby extended until
37 May 23, 2025, with the option of the Town Council, by affirmative vote of a majority of Council
38 members at a regularly scheduled Town Council meeting, to extend the Master Plan’s vesting an
39 additional six (6) months to November 23, 2025, provided the extension is granted prior to this
40 agreement’s expiration on May 23, 2025.
41

42 2. Subject to the provisions of this Agreement, any site-specific Development Permit
43 application within the Master Plan area will not be subject to any Development Code changes
44 subsequent to May 25, 2022 for a period of six months from the effective date of this

1 amendment, expiring on December 13, 2023 with the option of the Town Council, by affirmative
2 vote of a majority of Council members at a regularly scheduled Town Council meeting, to extend
3 this provision an additional six (6) months to June 13, 2024, provided the extension is granted
4 prior to this provision's expiration on December 13, 2023.

5
6 3. Subject to the provisions of this Agreement, the applicant will withdraw the
7 Application (PL-2022-0208) on or prior to the effective date of this Agreement.

8
9 4. As the commitments encouraged to be made in connection with a development
10 agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, the Developer shall do the
11 following: agree to make a \$100,000 capital contribution toward either a new in-town childcare
12 center or a project that increases capacity to an existing in-town childcare center prior to the
13 Agreement going to into effect.

14
15 5. The term of the Extension described in this Agreement shall commence on the
16 Effective Date and shall end, subject to earlier termination in the event of a breach of this
17 Agreement, on May 23, 2025, unless extended an additional six (6) months in accordance with
18 section 1 above to November 23, 2025, upon which approval will require an additional \$100,000
19 for the purpose of Section 2 above.

20
21 6. The term of the Allowance described in this Agreement shall commence on the
22 Effective Date and shall end, subject to earlier termination in the event of a breach of this
23 Agreement, on December 13, 2023, unless extended an additional six (6) months in accordance
24 with section 2 above to May 13, 2024.

25
26 7. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of
27 the Town to adopt or amend any Town law, including, but not limited to the Town's: (i)
28 Development Code, (ii) Comprehensive Plan, (iii) Land Use Guidelines, and (iv) Subdivision
29 Standards.

30
31 8. The Agreement shall run with the title to the land and be binding upon the owners,
32 heirs, successors and assigns.

33
34 9. Prior to any action against the Town for breach of this Agreement, the Developer
35 shall give the Town a sixty (60) day written notice of any claim of a breach or default by the
36 Town, and the Town shall have the opportunity to cure such alleged default within such time
37 period.

38
39 10. The Town shall not be responsible for, and the Developer shall not have any remedy
40 against the Town, if the Project is prevented or delayed for reasons beyond the control of the
41 Town.

42
43 11. Actual development of the real property which is the subject of the Agreement shall
44 require the issuance of such other and further permits and approvals by the town as may be

1 required from time to time by applicable town ordinances.
2

3 12. No official or employee of the Town shall be personally responsible for any actual or
4 alleged breach of this Agreement by the Town.
5

6 13. The Developer agrees to indemnify and hold the Town, its officers, employees,
7 insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on
8 account of injury, loss, or damage, including without limitation claims arising from bodily
9 injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any
10 kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such
11 injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in
12 part by, the negligence or intentional act or omission of the Developer; any subcontractor of the
13 Developer, or any officer, employee, representative, or agent of the Developer or of any
14 subcontractor of the Developer, or which arise out of any worker's compensation claim of any
15 employee of the Developer, or of any employee of any subcontractor of the Developer; except to
16 the extent such liability, claim or demand arises through the negligence or intentional act or
17 omission of the Town, its officers, employees, or agents. The Developer agrees to investigate,
18 handle, respond to, and provide defense for and defend against, any such liability, claims, or
19 demands at the sole expense of the Developer. The Developer also agrees to bear all other costs
20 and expenses related thereto, including court costs and attorney's fees.
21

22 14. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall
23 not affect or impair the validity, legality, or enforceability of the remaining provisions of the
24 Agreement.
25

26 15. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
27 Colorado Revised Statutes, as amended.
28

29 16. No waiver of any provision of this Agreement shall be deemed or constitute a waiver
30 of any other provision, nor shall it be deemed to constitute a continuing waiver, unless expressly
31 provided for by a written amendment to this Agreement signed by the Parties; nor shall the
32 waiver of any default under this Agreement be deemed a waiver of any subsequent default or
33 defaults of the same type.
34

35 17. Nothing contained in this Agreement shall constitute a waiver of the Town's
36 sovereign immunity under any applicable state or federal law.
37

38 18. Personal jurisdiction and venue for any civil action commenced by any Party to this
39 Agreement shall be deemed to be proper only if such action is commenced in District Court of
40 Summit County, Colorado. The Developer expressly waives any right to bring such action in or
41 to remove such action to any other court, whether state or federal. **The Parties hereby mutually**
42 **agree to waive any right to a jury trial in connection with any action to enforce, interpret or**
43 **construe this agreement.**
44

1 19. Any notice required or permitted hereunder shall be in writing and shall be sufficient
2 if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:
3

4 If to the Town: Rick G. Holman, Town Manager
5 Town of Breckenridge
6 P.O. Box 168
7 Breckenridge, CO 80424
8

9 With a copy (which
10 shall not constitute
11 notice to the Town) to: Kirsten Crawford, Esq.
12 Town Attorney
13 P.O. Box 168
14 Breckenridge, CO 80424
15

16 If to the Developer: Mike Dudick
17 Gondola Lot Properties LLC
18 P.O. Box 6879
19 Breckenridge, CO 80424
20

21 Notices mailed in accordance with the provisions of this Section 19 shall be deemed to have been
22 given upon delivery. Notices personally delivered shall be deemed to have been given upon
23 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
24 Colorado Rules of Civil Procedure for service of civil process.
25

26 20. This Agreement shall be interpreted in accordance with the laws of the State of
27 Colorado without regard to principles of conflicts of laws.
28

29 21. This Agreement constitutes the entire agreement and understanding between the
30 Parties relating to the subject matter of this Agreement and supersedes any prior agreement or
31 understanding relating to such subject matter.
32

33 TOWN OF BRECKENRIDGE, a Colorado
34 municipal corporation
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38 By: _____
39 Rick G. Holman, Town Manager
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43 GONDOLA LOT PROPERTIES LLC,
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A COLORADO LIMITED LIABILITY
COMPANY

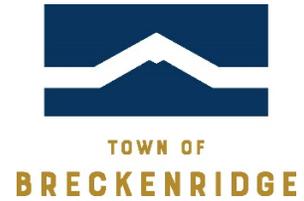
BY: _____

NAME: _____

TITLE:

ATTEST:

Helen Cospolich, CMC, Town
Clerk



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: April 19, 2023
Subject: Planning Commission Decisions of the April 18, 2023 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, April 18, 2023:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Beaver Run Seasonal Tent, 620 Village Rd., PL-2023-0066

A proposal to install a main tent, food service tent, entryway tent, and a walkway/connector tent for use during the summer only. The tent will provide additional space for on-site conferences and functions. This tent has been used previously with the same design and location. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Beaver Run
Seasonal Tent,
620 Village Rd.



Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 pm by Co-Chair Leas.

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the April 4, 2023 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the April 18, 2023 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

CONSENT CALENDAR:

1. Beaver Run Seasonal Tent (MD), 620 Village Rd., PL-2023-0066

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

WORK SESSIONS:

1. Amendments to Off-Street Parking Requirements

Ms. Crump presented recommendations to amend Section A. and Section B. of 9-3-8 of the Town's Off-Street Parking Requirements.

Commissioner Questions / Comments:

Ms. Gort: Why was there a maximum set on parking? (Ms. Crump: Parking maximums were instituted in 2022 to reduce the amount of impervious surfaces and cut down on over paving. In the parking service area, the Town felt it needed to encourage open space instead of more parking and allowed the parking minimum to also be the maximum in that area.) (Mr. Truckey: We did not want to allow an infinite number of spaces for developments. We have had previous applications that proposed 200 extra spaces that were not required; it was taking up a lot of area. We wanted to keep it within something that is responsible. It is something that you are seeing more of across the country; communities are doing some type of parking maximum. The other part is to limit parking overall; parking takes up a lot of space and you can use the space for other purposes like housing.)

Ms. Propper: Would the maximum apply to underground or aboveground parking? Or only on surface parking? (Crump: This is a distinction I want to make clear, for this change we are talking about when a duplex or townhome would have a deeded parking space that is attached to their unit as a garage or directly in front of their unit on the townhome's property. If it is a situation where there is a shared parking pool, like an underground lot or surface lot, we want to continue to enforce the maximum. Those types of developments would still be considered "multi-unit residential.")

Mr. Leas: I have a question about the chart here. When you have a maximum allowed, you have "none." Do you really mean zero? (Crump: We mean we are not capping the amount of allowed parking, and "none" is in the current Code for single-family and accessory dwelling units; there is currently no maximum so they could have as many spaces in a single-family driveway as they wanted.) Because the "none" is a little bit unclear, anyone

reading that could have the same confusion. (Crump: Would it be clearer if we said, “no maximum”?) I think so.

Ms. Gort: Do you foresee any problems with townhomes being developed where there is plenty of parking? (Crump: Overparking for townhomes and duplexes we have not seen in current developments, or I am not aware of any examples. In fact, they generally want to pave as little as possible because it is expensive to add extra paving. Overparking in townhomes and duplexes is not something that we have seen. It is more of a problem in commercial projects, as Mark had mentioned with the example of one hundred plus extra spaces.)

Mr. Gerard: Is there a statutory definition of “townhome?” (Crump: We do have a Code definition of townhome; it basically states that a townhome is a unit attached to another unit, and the owner retains ownership of the land beneath the unit. The is the standard definition of a townhome. Different from a condo where you own only the developed unit and airspace-- not the land and may own airspace over top of another unit.)

Mr. Leas: So essentially, a townhome is any attached unit, except a duplex which is defined as two units. Although the duplex is a townhome as well. (Crump: Yes. We do have an existing definition of townhome. We do not have a definition for “multi-family-attached” so that is why we are using townhome as the category here.)

Mr. Gerard: Going back in history, we approved a development up the street from the Carlin. I remember that we got in the weeds discussing townhomes and that development is actually condos.

Mr. Giller: It was two 2-unit condos. (Ms. Crump: We do have a definition of duplex in the Development Code.) (Mr. Truckey: I believe that is how Chris categorized those units.) Part of the reason that I bring this up, we had that question in my house; exactly how they were defined. And we did not realize it until we were under construction. It didn’t really matter, but it did cause confusion.

Mr. Gerard: Even though they wanted to call those units townhomes, we concluded that those were condominiums. I just want to be sure we are not running afoul of that decision with this change. (Ms. Crump: We can look at how this suggested change would apply to that type of development to make sure there are no issues.) There was a big fight over the parking spaces, and we got them to eliminate some spaces to use the property more efficiently. I just remember that was part of our discussion.

Ms. Gort: 1. Yes, and 2. I am fine with rounding also. It makes logical sense to me.

Mr. Gerard: I think this solves a problem that we encountered. When we reviewed the Stillson/Stables Master Plan, I argued for a change to Code to address that issue. Yes, and yes to 1. and 2.

Mr. Giller: Yes, and Yes.

Ms. Propper: Yes, and Yes. I agree that this is a good change.

Mr. Leas: Yes, and Yes.

OTHER MATTERS:

1. Town Council Summary
2. Class D Majors Q1 2023 (Memo Only)
3. Class C Subdivisions Q1 2023 (Memo Only)

ADJOURNMENT:

The meeting was adjourned at 6:07 pm.

Mark Leas, Co-Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

April 2023

Tuesday, April 25th, 2023	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm
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May 2023

Tuesday, May 9th, 2023	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
May 20th, 2023	Riverwalk Center	County / Town Clean Up Day	9:00am - 2:00pm
May 22nd, 2023	Carter Park	Open Space & Trails Open House	5:30pm - 7:30pm
Tuesday, May 23rd, 2023	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm
May 25th, 2023	Main Street	Summit County HS Seniors Parade	5:00pm - 6:00pm

Other Meetings

April 24th, 2023	Open Space & Trails Meeting	5:30pm
April 25th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
April 26th, 2023	Summit Combined Housing Authority	9:00am
April 27th, 2023	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
May 2nd, 2023	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
May 3rd, 2023	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
May 9th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
May 10th, 2023	Breckenridge Heritage Alliance	Noon
May 11th, 2023	I-70 Coalition	11:30am
	Upper Blue Sanitation District	5:30pm
May 15th, 2023	Social Equity Advisory Commission	7:30am
May 16th, 2023	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
May 22nd, 2023	Open Space & Trails Meeting	5:30pm
May 23rd, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
May 25th, 2023	Transit Advisory Council Meeting	8:10am
	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	QQ - Quality and Quantity - Water District	10:00am
	RW&B Board Meeting	3:00pm



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.

June 6th, 2023	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
June 7th, 2023	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
June 8th, 2023	I-70 Coalition	3:30pm
	Upper Blue Sanitation District	5:30pm
June 13th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
June 14th, 2023	Breckenridge Heritage Alliance	Noon
June 19th, 2023	Social Equity Advisory Commission	7:30am
June 20th, 2023	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
June 30th, 2023	Breckenridge Creative Arts	Noon
TBD	Tourism Overlay District Advisory Committee Meeting	10:30am
	Transit Advisory Council Meeting	8:00am
	Water Task Force Meeting	9:30am