



TOWN OF
BRECKENRIDGE

Town Council Regular Meeting

Tuesday, May 9, 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. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND. IN PERSON ATTENDEES MUST NOT ACCESS THE VIRTUAL MEETING WHILE IN COUNCIL CHAMBERS.

This meeting will also be broadcast live over Zoom. Log-in information is available in the calendar section of our website: www.townofbreckenridge.com. All public comments must be delivered in person in Council Chambers during designated public comment times, by email to mayor@townofbreckenridge.com, or by mailed letter, prior to the meeting. 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 25, 2023

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

B. BRECKENRIDGE SKI RESORT UPDATE

V. CONTINUED BUSINESS

A. SECOND 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*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2023

1. *COUNCIL BILL NO. 15, SERIES 2023 - A BILL FOR AN ORDINANCE AMENDING THE GENERAL OFFENSES TO PROHIBIT CARRYING CONCEALED FIREARMS IN*

TOWN BUILDINGS

2. *COUNCIL BILL NO. 16, SERIES 2023 - A BILL FOR AN ORDINANCE UPDATING THE TOWN BUILDINGS AND AREAS WHERE OPEN CARRYING OF FIREARMS IS PROHIBITED*
 3. *COUNCIL BILL NO. 17, SERIES 2023 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND FATHER DYER UNITED METHODIST CHURCH*
 4. *COUNCIL BILL NO. 18, SERIES 2023 - AN ORDINANCE AUTHORIZING THE GRANTING OF UTILITY EASEMENT TO CERTAIN HIGH POINT PROPERTY OWNERS AND UTILITY PROVIDERS*
- 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 MAY AND JUNE

XII. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of April 25, 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 – APRIL 11, 2023

With no changes or corrections to the meeting minutes of April 11, 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.

Carly Walsh, a Blue 52 resident, stated she would like the Town to do something about the bus stop that is directly in front of her home. She stated she has witnessed many issues in this location and would like to explore solutions.

Kathy Zygulski, a local resident, stated she is present to speak about the dog park. She thanked Council for the recent work on the dog park, and stated would like to ask for some improvements to help with the mud situation. She presented photos of the park and some possible solutions, and suggested a dog park clean-up day and offered to help organize the effort.

Town Manager Holman stated staff would follow up with both of these comments.

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

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Lucy Kay, Director of the BTO, stated that summer numbers are trending okay, and the BTO is prepared to do additional marketing if something changes. She also stated ADRs are holding steady and the overall length of stay is up. She stated owner usage of units is up, and cancelations are down, and NPS scores for out-of-state visitors are up, while for in-state visitors they are mostly flat. Kay stated the July Fourth parade has floats and bands signed up, and the event will be including the new single-use plastics guidelines. She also stated the BTO is looking to establish a baseline for “quality of life” metrics in Breckenridge, and the Breck 101 program for front-line employees is ready for the summer. She also stated USA Today will feature the Be Like Breck campaign, the BTO is looking to do a DEI training and will soon be moving to the Professional Building next to Town Hall.

V) CONTINUED BUSINESS

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

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 SITESPECIFIC 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

Mayor Mamula read the title into the minutes. Chris Kulick, Planning Manager, stated this development agreement amendment would allow any site-specific development permit application within the master plan area not to be subject to any Development Code changes after May 25, 2022, for a period of six months from the effective date of this amendment, in order to explore other development options.

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. 14, SERIES 2023 - PROPOSED DEVELOPMENT AGREEMENT AMENDMENT BETWEEN THE TOWN OF BRECKENRIDGE AND BRECKENRIDGE GRAND VACATIONS (GONDOLA LOT PROPERTIES LLC) THAT ANY SITESPECIFIC 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. Council Member Rankin seconded the motion.

The motion passed 7-0.

B) RESOLUTIONS, SERIES 2023

C) OTHER

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

Mayor Mamula declared the Planning Commission Decisions would stand approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Holman stated the US Postal Service has reserved the Ice Rink for the launch of a new winter stamp. Also, Friday is a goodbye party for Jim Byers at the Golf Clubhouse and Summer Kickoff for staff is June 1 at the Golf Course. He stated he is working on the agenda for the retreat, which will take place April 16. Council Member Carleton stated there may be an opportunity to combine the Recreation Overview discussion with a discussion around quality of life. Town Manager Holman noted that we want to also highlight future recreation needs. Council Member Rankin stated he would like to discuss investing in employees.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

Mayor Mamula stated he is hopeful that the newest version of Senate Bill 213 is much improved. He also stated the rent control bill died in committee.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

Council Member Bergeron stated Doody Free Breck had to be rescheduled, and upcoming events include Town Clean Up Day and the Open Space Open House. He also stated the Swan Mountain project will realign trails, and there may be a possible fishing closure in the future on the Blue River.

C. BRECKENRIDGE TOURISM OFFICE

No update.

D. BRECKENRIDGE HISTORY

No update

E. BRECKENRIDGE CREATIVE ARTS

No update.

F. BRECKENRIDGE EVENTS COMMITTEE

No update.

G. CHILD CARE ADVISORY COMMITTEE

No update.

H. WORKFORCE HOUSING COMMITTEE

Council Member Saade stated Town staff have done a great job on the Stables project.

I. SOCIAL EQUITY ADVISORY COMMISSION

No update.

X) OTHER MATTERS

Mayor Mamula asked about committee appointments and Council decided to keep their current assignments.

Council Member Bergeron stated he would like a better bike rack in front of Town Hall, and Council Member Owens pointed out there's a new bike rack on the East side of the building.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR APRIL, MAY AND JUNE

XII) ADJOURNMENT

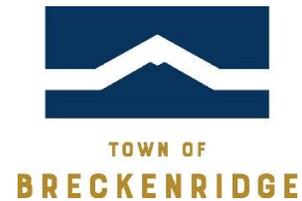
With no further business to discuss, the meeting adjourned at 7:36pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT



Memo

To: Town Council

From: Chris Kulick, AICP, Planning Manager

Date: May 3, 2023, for the meeting of May 9, 2023

Subject: Second 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

This item came before the Council as a First Reading on April 23, 2023. Feedback from the First Reading has been incorporated into the attached Development Agreement. Since the First Reading, a purpose statement was added to the Development Agreement based on Council direction. Section I of the Development Agreement's Recitals has been amended to state "*The Developer proposes to withdraw the pending Application in order to explore with the Town whether there are development opportunities that provide maximum opportunity for public benefits to the Town.*" (Emphasis Added)

Council Action

Approval of a Development Agreement is entirely at the discretion of the Town Council. Staff finds the proposal is consistent with the Council's direction at the April 23, 2023, Work Session and recommends the Council approve the Development Agreement on Second Reading. Staff will be available to answer any questions the Council may have.

ORDINANCE NO.
Series 2023

**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 No. 1
- Lot 2, Gondola Lots, Filing No. 1
- Lot 3, Gondola Lots, Filing No. 1
- Lot 4, Gondola Lots, Filing No. 2
- Lot 5, Gondola Lots, Filing No. 2
- Lot 6, Gondola Lots, Filing No. 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 contains a notice in the form provided in
Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in compliance with the
requirements of Section 9-9-13 of the Breckenridge Town Code shall be published by the Town
Clerk one time in a newspaper of general circulation in the Town within fourteen days after the
adoption of this ordinance. Such notice shall satisfy the requirement of Section 24-68-103,
C.R.S.

Section 3. 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 4. 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.

1 **Section 5.** The Town Council finds, determines, and declares that it has the power to
2 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
3 of the Colorado Constitution and the powers contained in the municipal charter.

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

6 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
7 PUBLISHED IN FULL this 25th day of April 2023.

8 READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON
9 THE TOWN'S WEBSITE this 9th day of May, 2023. A copy of this Ordinance is available for
10 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 12th 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 5, Gondola Lots, Filing No. 2
Lot 6, 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.

1 D. The Developer proposes to extend the vesting of the Master Plan by six (6) months to
2 May 23, 2025. The extended vesting period is referred to in this Agreement as the “**Extension.**”
3
4

5 E. In accordance with Section 9-1-17-2 of the Breckenridge Town Code, development
6 permits shall be granted or denied on the basis of the policies contained in the Development
7 Code and on no other basis.
8

9 F. The Developer proposes an allowance for any site-specific Development Permit
10 application within the Gondola Lots Master Plan area to not be subject to any Development Code
11 changes subsequent to May 25, 2022, for a period of six months from the effective date of this
12 amendment, June 12, 2023. This time limited provision is referred to in this Agreement as the
13 “**Allowance.**”
14

15 G. A development agreement is necessary both in order to authorize the Extension of the
16 vesting and in order to authorize the Allowance in paragraphs D and F, respectively.
17

18 H. Town has received a completed application for a Class A Development Permit
19 (“**Application**”) within the Gondola Lots Master Plan area which is currently under review by
20 the planning commission.
21

22 I. The Developer proposes to withdraw the pending Application in order to explore
23 with the Town whether there are development opportunities that provide maximum opportunity
24 for public benefits to the Town.
25

26 J. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town Council
27 has the authority to enter into a development agreement.
28

29 K. The commitments proposed by the Developer in connection with this Agreement are
30 set forth hereafter and are found and determined by the Town Council to be adequate.
31

32 L. The Town Council has received a completed application and all required submittals
33 for a development agreement; had a preliminary discussion of such application and submittals;
34 determined that it should commence proceedings for the approval of this Agreement; and, in
35 accordance with the procedures set forth in Section 9-9-10(C) of the Breckenridge Town Code,
36 has approved this Agreement by non-emergency ordinance.
37

38 Agreement

39

40 1. Subject to the provisions of this Agreement, the Master Plan, is hereby extended until
41 May 23, 2025, with the option of the Town Council, by affirmative vote of a majority of Council
42 members at a regularly scheduled Town Council meeting, to extend the Master Plan’s vesting an

1 additional six (6) months to November 23, 2025, provided the extension is granted prior to this
2 agreement's expiration on May 23, 2025.

3
4 2. Subject to the provisions of this Agreement, any site-specific Development Permit
5 application within the Master Plan area will not be subject to any Development Code changes
6 subsequent to May 25, 2022 for a period of six months from the effective date of this
7 amendment, expiring on December 12, 2023 with the option of the Town Council, by affirmative
8 vote of a majority of Council members at a regularly scheduled Town Council meeting, to extend
9 this provision an additional six (6) months to June 12, 2024, provided the extension is granted
10 prior to this provision's expiration on December 12, 2023.

11
12 3. Subject to the provisions of this Agreement, the applicant will withdraw the
13 Application (PL-2022-0208) on or prior to the effective date of this Agreement.

14
15 4. As the commitments encouraged to be made in connection with a development
16 agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, the Developer shall do the
17 following: agree to make a \$100,000 capital contribution toward either a new in-town childcare
18 center or a project that increases capacity to an existing in-town childcare center prior to the
19 Agreement going to into effect.

20
21 5. The term of the Extension 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 May 23, 2025, unless extended an additional six (6) months in accordance with
24 section 1 above to November 23, 2025, upon which approval will require an additional \$100,000
25 for the purpose of Section 2 above.

26
27 6. The term of the Allowance described in this Agreement shall commence on the
28 Effective Date and shall end, subject to earlier termination in the event of a breach of this
29 Agreement, on December 12, 2023, unless extended an additional six (6) months in accordance
30 with section 2 above to June 12, 2024.

31
32 7. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of
33 the Town to adopt or amend any Town law, including, but not limited to the Town's: (i)
34 Development Code, (ii) Comprehensive Plan, (iii) Land Use Guidelines, and (iv) Subdivision
35 Standards.

36
37 8. The Agreement shall run with the title to the land and be binding upon the owners,
38 heirs, successors and assigns.

39
40 9. Prior to any action against the Town for breach of this Agreement, the Developer
41 shall give the Town a sixty (60) day written notice of any claim of a breach or default by the
42 Town, and the Town shall have the opportunity to cure such alleged default within such time
43 period.

1 10. The Town shall not be responsible for, and the Developer shall not have any remedy
2 against the Town, if the Project is prevented or delayed for reasons beyond the control of the
3 Town.
4

5 11. Actual development of the real property which is the subject of the Agreement shall
6 require the issuance of such other and further permits and approvals by the town as may be
7 required from time to time by applicable town ordinances.
8

9 12. No official or employee of the Town shall be personally responsible for any actual or
10 alleged breach of this Agreement by the Town.
11

12 13. The Developer agrees to indemnify and hold the Town, its officers, employees,
13 insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on
14 account of injury, loss, or damage, including without limitation claims arising from bodily
15 injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any
16 kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such
17 injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in
18 part by, the negligence or intentional act or omission of the Developer; any subcontractor of the
19 Developer, or any officer, employee, representative, or agent of the Developer or of any
20 subcontractor of the Developer, or which arise out of any worker's compensation claim of any
21 employee of the Developer, or of any employee of any subcontractor of the Developer; except to
22 the extent such liability, claim or demand arises through the negligence or intentional act or
23 omission of the Town, its officers, employees, or agents. The Developer agrees to investigate,
24 handle, respond to, and provide defense for and defend against, any such liability, claims, or
25 demands at the sole expense of the Developer. The Developer also agrees to bear all other costs
26 and expenses related thereto, including court costs and attorney's fees.
27

28 14. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall
29 not affect or impair the validity, legality, or enforceability of the remaining provisions of the
30 Agreement.
31

32 15. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
33 Colorado Revised Statutes, as amended.
34

35 16. No waiver of any provision of this Agreement shall be deemed or constitute a waiver
36 of any other provision, nor shall it be deemed to constitute a continuing waiver, unless expressly
37 provided for by a written amendment to this Agreement signed by the Parties; nor shall the
38 waiver of any default under this Agreement be deemed a waiver of any subsequent default or
39 defaults of the same type.
40

41 17. Nothing contained in this Agreement shall constitute a waiver of the Town's
42 sovereign immunity under any applicable state or federal law.
43

1 18. Personal jurisdiction and venue for any civil action commenced by any Party to this
2 Agreement shall be deemed to be proper only if such action is commenced in District Court of
3 Summit County, Colorado. The Developer expressly waives any right to bring such action in or
4 to remove such action to any other court, whether state or federal. The Parties hereby mutually
5 agree to waive any right to a jury trial in connection with any action to enforce, interpret or
6 construe this agreement.
7

8 19. Any notice required or permitted hereunder shall be in writing and shall be sufficient
9 if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:
10

11 If to the Town: Rick G. Holman, Town Manager
12 Town of Breckenridge
13 P.O. Box 168
14 Breckenridge, CO 80424
15

16 With a copy (which
17 shall not constitute
18 notice to the Town) to: Kirsten Crawford, Esq.
19 Town Attorney
20 P.O. Box 168
21 Breckenridge, CO 80424
22

23 If to the Developer: Mike Dudick
24 Gondola Lot Properties LLC
25 P.O. Box 6879
26 Breckenridge, CO 80424
27

28 Notices mailed in accordance with the provisions of this Section 19 shall be deemed to have been
29 given upon delivery. Notices personally delivered shall be deemed to have been given upon
30 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
31 Colorado Rules of Civil Procedure for service of civil process.
32

33 20. This Agreement shall be interpreted in accordance with the laws of the State of
34 Colorado without regard to principles of conflicts of laws.
35

36 21. This Agreement constitutes the entire agreement and understanding between the
37 Parties relating to the subject matter of this Agreement and supersedes any prior agreement or
38 understanding relating to such subject matter.
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40 TOWN OF BRECKENRIDGE, a Colorado
41 municipal corporation
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By: _____
Rick G. Holman, Town Manager

GONDOLA LOT PROPERTIES LLC,
A COLORADO LIMITED LIABILITY
COMPANY

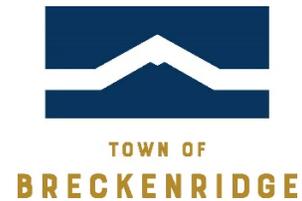
BY: _____

NAME: _____

TITLE:

ATTEST:

Helen Cospolich, CMC, Town
Clerk



Memo

To: Breckenridge Town Council Members
From: Kirsten Crawford, Town Attorney
Date: 5/2/2023
Subject: Concealed Carry and Open Carry in Town Buildings

Summary

Staff seeks Council's approval on a Bill to prohibit the concealed carry of firearms in the interior spaces of Town buildings enumerated in the Bill draft. Staff also seeks Council approval on a companion Bill that updates the list of buildings where the open carry of firearms is prohibited, making the enumerated list of buildings consistent in both ordinances.

Existing code and Discussion About Amendments:

In the current municipal code, the Town has enumerated a list of public buildings and places where the open carrying of firearms is prohibited. At a work session discussion with Town Council on April 11, 2023, staff was directed to prepare ordinances prohibiting the carrying of concealed firearms in enumerated Town buildings, as well as updating the current list of buildings with an open carry restriction to reflect current Town property ownership.

Legal analysis:

In 2003, state law in SB 03-25 declared the entire field of the regulation of firearms to be a matter of statewide concern, and specifically prohibited certain forms of local regulation. At the time, the legislature deemed the widespread inconsistency in local laws was contributing to subjecting persons to civil and criminal penalties in some jurisdictions in Colorado for conduct wholly lawful in other jurisdictions in Colorado. Despite the state's belief for many years that it was best to tackle firearms regulations at the state level, last year the state legislature passed SB21-256, repealing preemption language. The new law grants authority to local government to enact an ordinance regulating firearms so long as it is as strict or stricter [see SB 21-256 amending CRS § 29-11.7-103(1)], with some exceptions.

Other Jurisdictions:

Post the 2021 adoption of these state laws, a few municipalities within Boulder County adopted broad ordinances covering a number of topics pertaining to use and possession and regulating the sale and transfer of firearms. All of those ordinances were met with immediate lawsuits filed by the Rocky Mountain Gun Owners Association. However, there are a number of jurisdictions who have adopted regulations in public buildings and parks that have not faced similar challenges. While stakeholder engagement can mitigate controversy when introducing new policies, the precedent here is to challenge in a court of law. The federal court entered declaratory judgment orders and the most recent development is that the court is trying to consolidate the cases.

Implementation:

Staff will need to post signage on the enumerated buildings and areas where the new prohibition will apply. We will want to educate both staff and the public as to the new rules.

Fiscal Impact:

There will be a nominal fiscal impact to the proposed new regulation. There will be the cost of signage but unlikely any cost increase for enforcement.

1 COUNCIL BILL NO. ____

2
3 Series 2023

4
5 **A BILL FOR AN ORDINANCE AMENDING THE GENERAL OFFENSES TO**
6 **PROHIBIT CARRYING CONCEALED FIREARMS IN TOWN BUILDINGS.**

7
8 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
9 BRECKENRIDGE, COLORADO:

10
11 **Section 1.** That a new section 6-3E-12 be added to chapter 3, article E, of the code
12 to read as follows:

13
14 **6-3E-12: CONCEALED CARRYING OF FIREARMS PROHIBITED:**

15
16 A. Where signs are posted as required by subsection B of this section, it shall be unlawful
17 for any person to carry a concealed firearm, whether or not with a permit issued pursuant to part
18 2 of article 12 of title 18, Colorado Revised Statutes, in the following municipal buildings:

19 Breckenridge Recreation Center, located at 0880 Airport Road.

20 Breckenridge Tennis Center, located at 0886 Airport Road.

21 Breckenridge Town Hall, located at 150 Ski Hill Road.

22 Riverwalk Center, located at 150 West Adams Avenue.

23 Stephen C. West Ice Arena, located at 0189 Boreas Pass Road.

24 Town of Breckenridge Golf Club/Gold Run Nordic Center, located at 0200 Clubhouse
25 Drive.

26 Town of Breckenridge Intermodal Center, located at 150 Watson Avenue.

27 Town of Breckenridge Public Works Facility, located at 1095 Airport Road.

28 Town of Breckenridge Theatre Facility, located at 121 South Ridge Street.

29 Town of Breckenridge Old Masonic Hall, located at 136 South Main Street.

30 Town of Breckenridge Open Space and Trails building, located at 1760 Airport Road,
31 Unit A.

32 Carter Park Pavilion, located at 500 South High Street

1 Edwin Carter Museum, located at 111 North Ridge Street.

2 Alice Milne Museum, located at 102 North Harris Street.

3 Town of Breckenridge Arts District Buildings (list):

4 Ceramic Studio, located at 125 South Ridge Street.

5 Fuqua Livery Stable, located at 110 East Washington Avenue.

6 Hot Shop, located at 123 South Ridge Street.

7 Quandary Antiques Cabin, located at 133 South Ridge Street.

8 Randall Barn, located at 114 East Washington Avenue.

9 Robert Whyte House, located at 127 South Ridge Street.

10 B. The town shall post signs at the public entrances to each building or specific area described
11 in subsection A of this section informing persons that the concealed carrying of firearms is
12 prohibited in the building or specific area.

13 C. The provisions of this section shall not apply to the carrying of a firearm by a peace officer
14 while in the lawful performance of their duties.

15 D. It shall not be a defense to a charge of violating this section that the firearm was unloaded or
16 inoperable when carried.

17 E. It shall not be a defense to a charge of violating this section that the person possessed a
18 permit to carry a concealed weapon issued pursuant to part 2 of article 12 of title 18, Colorado
19 Revised Statutes.

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

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

26 **Section 4.** This ordinance shall be published and become effective as provided by
27 Section 5.9 of the Breckenridge Town Charter.

28

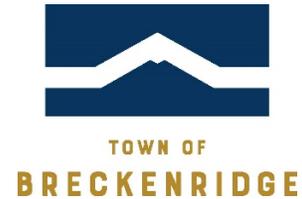
1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this ____ day of _____, 2023. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
4 _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

6
7 TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation
9

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

15 ATTEST:

16
17
18
19 _____
20 Helen Cospolich, CMC,
21 Town Clerk
22



Memo

To: Breckenridge Town Council Members
From: Kirsten Crawford, Town Attorney
Date: 5/2/2023
Subject: Concealed Carry and Open Carry in Town Buildings

Summary

Staff seeks Council's approval on a Bill to prohibit the concealed carry of firearms in the interior spaces of Town buildings enumerated in the Bill draft. Staff also seeks Council approval on a companion Bill that updates the list of buildings where the open carry of firearms is prohibited, making the enumerated list of buildings consistent in both ordinances.

Existing code and Discussion About Amendments:

In the current municipal code, the Town has enumerated a list of public buildings and places where the open carrying of firearms is prohibited. At a work session discussion with Town Council on April 11, 2023, staff was directed to prepare ordinances prohibiting the carrying of concealed firearms in enumerated Town buildings, as well as updating the current list of buildings with an open carry restriction to reflect current Town property ownership.

Legal analysis:

In 2003, state law in SB 03-25 declared the entire field of the regulation of firearms to be a matter of statewide concern, and specifically prohibited certain forms of local regulation. At the time, the legislature deemed the widespread inconsistency in local laws was contributing to subjecting persons to civil and criminal penalties in some jurisdictions in Colorado for conduct wholly lawful in other jurisdictions in Colorado. Despite the state's belief for many years that it was best to tackle firearms regulations at the state level, last year the state legislature passed SB21-256, repealing preemption language. The new law grants authority to local government to enact an ordinance regulating firearms so long as it is as strict or stricter [see SB 21-256 amending CRS § 29-11.7-103(1)], with some exceptions.

Other Jurisdictions:

Post the 2021 adoption of these state laws, a few municipalities within Boulder County adopted broad ordinances covering a number of topics pertaining to use and possession and regulating the sale and transfer of firearms. All of those ordinances were met with immediate lawsuits filed by the Rocky Mountain Gun Owners Association. However, there are a number of jurisdictions who have adopted regulations in public buildings and parks that have not faced similar challenges. While stakeholder engagement can mitigate controversy when introducing new policies, the precedent here is to challenge in a court of law. The federal court entered declaratory judgment orders and the most recent development is that the court is trying to consolidate the cases.

Implementation:

Staff will need to post signage on the enumerated buildings and areas where the new prohibition will apply. We will want to educate both staff and the public as to the new rules.

Fiscal Impact:

There will be a nominal fiscal impact to the proposed new regulation. There will be the cost of signage but unlikely any cost increase for enforcement.

5 **A BILL FOR AN ORDINANCE UPDATING THE TOWN BUILDINGS AND**
6 **AREAS WHERE OPEN CARRYING OF FIREARMS IS PROHIBITED.**
7

8 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
9 BRECKENRIDGE, COLORADO:
10

11 **Section 1.** That subsection A of section 6-3E-11 be repealed and replaced with the
12 following updated list of Town buildings and Areas where the open carrying of firearms is
13 prohibited:

14 1. Buildings:

15 Breckenridge Recreation Center, located at 0880 Airport Road.

16 Breckenridge Tennis Center, located at 0886 Airport Road.

17 Breckenridge Town Hall, located at 150 Ski Hill Road.

18 Riverwalk Center, located at 150 West Adams Avenue.

19 Stephen C. West Ice Arena, located at 0189 Boreas Pass Road.

20 Town of Breckenridge Golf Club/Gold Run Nordic Center, located at 0200 Clubhouse Drive.

21 Town of Breckenridge Intermodal Center, located at 150 Watson Avenue.

22 Town of Breckenridge Public Works Facility, located at 1095 Airport Road.

23 Town of Breckenridge Theatre Facility, located at 121 South Ridge Street.

24 Town of Breckenridge Old Masonic Hall, located at 136 South Main Street.

25 Town of Breckenridge Open Space Facility, located at 1760 Airport Road, Unit A.

26 Carter Park Pavilion, located at 500 South High Street.

27 Town of Breckenridge Arts District Buildings:

28 Ceramic Studio, located at 125 South Ridge Street.

29 Fuqua Livery Stable, located at 110 East Washington Avenue.

30 Hot Shop, located at 123 South Ridge Street.

1 Quandary Antiques Cabin, located at 133 South Ridge Street.

2 Randall Barn, located at 114 East Washington Avenue.

3 Robert Whyte House, located at 127 South Ridge Street.

4 2. Areas:

5 All town owned recreational trails.

6 Blue River Plaza.

7 Carter Park.

8 Cucumber Gulch Preserve.

9 Kingdom Park.

10 The Riverwalk (between Ski Hill Road and South Park Avenue).

11 Town of Breckenridge Arts District.

12 **Section 2.** The Town Council hereby finds, determines and declares that this ordinance
13 is necessary and proper to provide for the safety, preserve the health, promote the prosperity,
14 and improve the order, comfort and convenience of the Town of Breckenridge and the
15 inhabitants thereof.

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

18
19 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
20 PUBLISHED IN FULL this ____ day of _____, 2023. A Public Hearing shall be held at the
21 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
22 _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
23 Town.

24
25 TOWN OF BRECKENRIDGE, a Colorado
26 municipal corporation

27
28
29
30 By: _____
31 Eric S. Mamula, Mayor
32

1 ATTEST:

2

3

4

5

6 _____
Helen Cospolich, CMC,

7 Town Clerk

8



Memo

To: Town Council
From: Mark Truckey, Community Development Director
Date: 5/3/2023, for the meeting of May 9, 2023
Subject: Father Dyer Food Pantry Trailer Development Agreement First Reading

Staff discussed a potential Development Agreement for the Father Dyer Church with the Council at its April 11 work session. The Development Agreement would allow the Church to locate a trailer within its parking lot to accommodate their regular food pantry service during the time that the Church is undergoing a major addition. The proposed food pantry trailer is considered a temporary structure per the Development Code and is not allowed within the Conservation District. Therefore a Development Agreement is required to allow the trailer. Operation of the Food Pantry Trailer is the proposed public commitment that the Church is offering in exchange for the Development Agreement.

Attached is the Draft Ordinance and Development Agreement for First Reading. The Agreement allows the Church to operate the food pantry trailer during the time of construction and requires that the trailer must be removed by the time of Certificate of Occupancy for the Church addition. Based on Council input, staff has added Section 3 in the Agreement to address potential noise issues. Section 3 requires that if noise levels from the trailer exceed the levels established in the Town Code, that the applicant will relocate the trailer, provide additional noise attenuation, or take other actions to the satisfaction of the Town. The Development Agreement will terminate after two years and six months, which is considered ample time for completion of the Church addition.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND FATHER DYER UNITED METHODIST CHURCH.

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

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

A. Owner owns the following described real property in the Town of Breckenridge, Summit County, Colorado:

Lots 1, Block 1, Weisshorn Subdivision No. 1, also known as 310 Wellington Road, Breckenridge, Colorado 80424 ("Property").

B. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the authority to enter into a Development Agreement. Further, there is no process in the Town's Development Code for approval of a transfer of density to the Historic District. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density from one lot or parcel within the Town to another lot or parcel within the Town may be approved by the Town Council only in connection with the approval of a Development Agreement and, therefore, a Development Agreement provides a means for such an approval and transfer.

C. As the commitment encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Owner

D. The Town has received a completed application and all required submittals for a Development Agreement, had a preliminary discussion of the application and the term of this proposed Development Agreement, determined that it should commence proceedings for the approval of this Development Agreement.

Section 2. Approval of Development Agreement. The Development Agreement between the Town and Father Dyer United Methodist Church, a Colorado nonprofit corporation is attached to this Ordinance as **Exhibit 1**.

1 **Section 3. Notice of Approval.** The Development Agreement shall contain a notice in
2 the form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
3 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be
4 published by the Town Clerk one time in a newspaper of general circulation in the Town within
5 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
6 Section 24-68-103, C.R.S.

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

12
13 **Section 5. Authority.** The Town Council finds, determines, and declares that it has the
14 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
15 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
16 Charter.

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

20
21 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
22 PUBLISHED IN FULL this -- day of ----- 2023. A Public Hearing shall be held at the regular
23 meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of _____,
24 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

1

2 :

TOWN OF BRECKENRIDGE

3

4

5

6 _____/s/_____ /s/_____

7 Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

8

9

10 APPROVED IN FORM

11

12 _____/s/_____

13 Town Attorney

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 Development Agreement (“**Agreement**”) is made as of the effective date of this Agreement (“**Effective Date**”) between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”) and FATHER DYER UNITED METHODIST CHURCH, a Colorado nonprofit corporation (the “**Church**”). The Town and the Church are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually by name or as a “**Party**.”

Recitals

A. The Church owns the following described real property in the Town of Breckenridge, Summit County, Colorado:

Lots 1, Block 1, Weisshorn Subdivision No. 1, also known as 310 Wellington Road, Breckenridge, Colorado 80424 (“**Property**”).

B. The Church will be constructing an addition of approximately 2,497 square feet to the non-historic portion of the existing building on the Property, as approved by the Town in Development Permit PL-2021-0373.

C. The Church operates a Food Pantry in the building. The building will be under construction and therefore unavailable for Food Pantry operations until a Certificate of Occupancy for the project is issued by the Town.

D. The Church proposes to operate the Food Pantry from a storage trailer to be located on site in their parking lot while the building is under construction. The operation of the Food Pantry Trailer is referred to in this Agreement as the “**Project**”.

E. A development agreement is necessary in order to authorize the Food Pantry Trailer.

F. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town Council has the authority to enter into a development agreement.

G. The Town Council has determined that the commitments, described more fully below, proposed by the Church in connection with this Agreement are adequate. The Church intends to operate a Food Pantry out of a mobile trailer to be located on the church parking lot. At such time that a Certificate of Occupancy is issued for Development Permit PL-2021-0373, the Church will remove the Food Pantry Trailer and resume Food Pantry services inside the Church building.

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

Agreement

Subject to the provisions of this Agreement, the Town’s Department of Community Development is hereby authorized to review and approve the Church’s Development Permit Application for the Project (“**Development Permit Application**”), subject to compliance with all other applicable development policies of the Town.

1. So long as the Development Permit Application is not materially amended prior to the Community Development Department’s final decision, the following provisions of the Town’s land use regulations shall not be applied to the Development Permit Application:

Development Code¹

- A. 09-1-19-5R POLICY 5 (RELATIVE) ARCHITECTURAL COMPATIBILITY
 - B. 9-1-19-36A POLICY 36 (ABSOLUTE) TEMPORARY STRUCTURES
2. The Church intends to operate the Food Pantry Trailer. At such time that a Certificate of Occupancy is issued for the Development Permit, the Church will remove the Food Pantry Trailer and resume Food Pantry services inside the Church building. The Food Pantry Trailer may be removed at an earlier date if the Church has secured another facility to host their Food Pantry services. If another facility is used, the trailer will be removed from the Church property.
 3. If noise from refrigeration or mechanical systems associated with the Food Pantry Trailer exceed the levels permissible under Title 5, Chapter 8 of the Breckenridge Town Code, then the Church will take steps to relocate the trailer, provide additional noise attenuation, or other actions to the satisfaction of the Town. Failure to address potential noise issues to the Town’s satisfaction will be considered a breach of this Agreement.
 4. The term of this Agreement shall commence on the Effective Date and shall end, subject to earlier termination in the event of a breach of this Agreement, two years and six months from the Effective Date.
 5. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein, the execution of this Agreement shall not preclude the current or future Development Permit Application of municipal, state, or federal ordinances, laws, rules, or regulations to the Property (collectively, “**laws**”), including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, and the Town’s Development Code, Subdivision Standards, and other land use laws, as the same may be in effect or amended from time to time throughout the term of this Agreement. Except to the extent the Town otherwise specifically agrees, any development of the Property shall be done in compliance with the then-current laws of the Town.
 6. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to the Town’s: (i) Development Code, (ii) Comprehensive Plan, (iii) Land Use Guidelines, and (iv) Subdivision Standards.
 7. This Agreement shall run with the title to the Property and be binding upon the Church and its successors and assigns.
 8. Prior to any action against The Town for breach of this Agreement, the Church shall give the

¹ Chapter 1 Title 9 of the Breckenridge Town Code

Town a sixty (60) day written notice of any claim of a breach or default by the Town, and the Town shall have the opportunity to cure such alleged default within such time period.

9. The Town shall not be responsible for, and the Church shall have any remedy against the Town, if the Project is prevented or delayed for reasons beyond the control of the Town.
10. Actual development of the real property which is the subject of the development agreement shall require the issuance of such other and further permits and approval by the town as may be required from time to time by applicable town ordinances.
11. No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.
12. The Church agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of the Church; any subcontractor of the Church, or any officer, employee, representative, or agent of the Church or of any subcontractor of the Church, or which arise out of any worker's compensation claim of any employee of the Church, or of any employee of any subcontractor of the Church; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of the Town, its officers, employees, or agents. The Church agrees to investigate, handle, respond to, and provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Church. The Church also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.
13. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the Agreement.
14. In connection with the application for a development permit to develop real property that is the subject of a development agreement the application shall not receive an award of positive points under the Development Code for any commitment offered to the town by the applicant pursuant to section 9-9-4, or any other obligation or requirement of the applicant under the development agreement.
15. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.
16. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver, unless expressly provided for by a written amendment to this Agreement signed by the Parties; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type.
17. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.
18. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign immunity

under any applicable state or federal law.

19. Personal jurisdiction and venue for any civil action commenced by any Party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Church expressly waives any right to bring such action in or to remove such action to any other court, whether state or federal. Both parties waive any right to a jury trial in connection with any action to enforce, interpret or construe this agreement.
20. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If to the Town: Rick G. Holman, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With a copy (which shall not constitute notice to the Town) to: Kirsten Crawford, Esq.
Town Attorney
PO Box 168
Breckenridge, CO 80424

If to the Church: Father Dyer United Methodist Church
Board of Trustees
P.O. Box 383
Breckenridge, CO 80424

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

21. This Agreement shall be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws.
22. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and supersedes any prior agreement or understanding relating to such subject matter.
23. The Effective Date of this Agreement is in accordance with Section 5.9 of the Charter.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By:

Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2023 by Rick G. Holman, as the Town Manager, and Helen Cospolich, CMC, as the Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

FATHER DYER UNITED METHODIST
CHURCH, a Colorado nonprofit corporation

By:

Name:

Title:

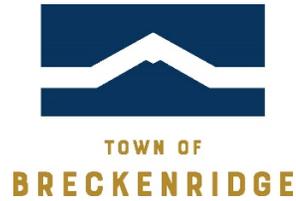
STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
2023, by _____, as _____ of
Father Dyer United Methodist Church, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public



Memo

To: Breckenridge Town Council
Cc: Rick Holman, Shannon Haynes
From: James Phelps – Public Works Director
Date: 5/4/2023
Subject: A Bill for Ordinance (First Reading) Town of Breckenridge Grant of Easement – Utility

The Town of Breckenridge Home Rule Charter Section 15.3 requires the Town Council to approve all grants of easements (encumbrances) by ordinance for Town owned property.

Public Works received a request last year for connection to the town water utility. The owners of the property have experienced well water quality issues that impact drinking water, home water fixtures and the sewer lift station. The owners of the property would like to install new water and sewer service lines and connect to water and sewer main lines located in the Lincoln Park development.

The connection of utilities would need to cross Town owned property, thereby needing a grant of easement from the Town. The utility connections would also cross under Xcel power lines, and they have received permission from Xcel Energy.

The expansion of the Town's water system has allowed for inclusion of customers outside of our historical service area. The Lincoln Park development has utility main lines close enough to the home to make the connection to both water and sewer.

Staff supports the grant of easement on Town property for the utility connections. Upper Blue Sanitation District has also reviewed and supports connection to the sewer line.

Staff will be present for any questions of the Town Council.

COUNCIL BILL NO. ____

Series 2023

AN ORDINANCE AUTHORIZING THE GRANTING OF UTILITY EASEMENT TO CERTAIN HIGH POINT PROPERTY OWNERS AND UTILITY PROVIDERS.

WHEREAS, the Town believes it is necessary to grant certain easements over, across, and through certain real property owned by the Town; and

WHEREAS, the Town Council of the Town of Breckenridge has determined that it should grant the requested easements; and

WHEREAS, section 15.3 of the Breckenridge Town Charter requires that granting of an easement be authorized by ordinance.

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

Section 1. This grant of easement shall establish a non-exclusive general utility easement for Harlan Kirwan, Town of Breckenridge, Upper Blue Sanitation District, Xcel Energy, Lumen, and Xfinity. The Town Manager is hereby delegated the authority to grant access to the easement to other High Point property owners and/or other utility providers as deemed necessary from time to time.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2023, 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: _____
Eric S. Mamula, Mayor

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ATTEST:

Helen Cospolich, CMC,

Town Clerk

GRANT OF EASEMENT
(UTILITY EASEMENT)

This GRANT OF EASEMENT (“**Grant**”) is made and entered into, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, (“**Grantor**”) whose address is P. O. Box 168, Breckenridge, CO 80424 and HARLAN KIRWAN, whose address is 0531 High Point Drive (“**Grantee**”).

WITNESSETH THAT:

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has bargained, conveyed, delivered, transferred, and sold, and by these presents does bargain, convey, deliver, transfer, and sell to Grantee, its successors and assigns, a perpetual, non-exclusive easement for the location, operation, and maintenance of Grantee’s waterline and sanitary sewer utilities and appurtenances, over, under, upon, across, in, and through the following real property located in Town of Breckenridge, Summit County, Colorado (the “**Easement Area**”):

See the attached **Exhibit “A”** (consisting of two (2) pages)

together with the full right and authority to Grantee, its successors, licensees, lessees, contractors, and assigns, and its and their agents and employees, to enter the Easement Area at all times to survey, construct, repair, remove, replace, reconstruct, control, inspect, improve, enlarge, and maintain the Grantee’s waterline utilities and sanitary sewer utilities and other fixtures, devices and appurtenances used or useful in connection therewith.

After any work is conducted by Grantee within the Easement Area pursuant to this Grant, Grantee, at its sole cost, shall take the following actions with respect to the Grantor’s property of which the Easement Area is a part: (i) clean up the surface of the property; (ii) remove any construction debris; and (iii) restore the surface of the property to substantially the same condition as existed prior to such work being performed.

Grantee’s installation of its utilities and facilities in the Easement Area shall be done in conformance with the approved plans, the Town of Breckenridge Water Construction Standards, and Upper Blue Sanitation District Standards. Grantor shall have no obligations in the installation or maintenance of Grantee’s utilities.

This grant of easement shall establish a non-exclusive general utility easement for Grantee, Town of Breckenridge, Upper Blue Sanitation District, Xcel Energy, Lumen, Xfinity. The Manager is hereby delegated the authority to grant access to the easement to other High Point property owners and/or other utility providers as identified in **Exhibit B** and updated from time to time. Agencies listed above may install utilities in the easement area, provided that the utilities do not interfere with Grantee’s facilities.

Grantor shall have the right to use and occupy the Easement Area for any purpose not inconsistent with Grantee’s full and complete enjoyment of the rights hereby granted. However,

UTILITY EASEMENT

no building, structure, sign or well shall be erected, placed or permitted to remain on, under, over or within the Easement Area, nor shall objects be erected, placed or permitted to remain on, under or over the Easement Area that will or may be an interference with the Grantee's utility facilities with the Easement Area or an interference with the exercise of any of the rights herein granted. The Easement Area shall not be paved or hard-surfaced.

Grantee shall exercise the rights herein granted to it with due care. Any liability for personal injury or property damage to Grantor, Grantor's employees, agents, and invitees, or any third person, as a result of, arising out of, or related to the use or occupancy of the Easement Area by Grantee pursuant to this Grant shall be borne by Grantee to the extent provided by applicable law.

The individuals executing this Grant on behalf of each of the parties represent that they each have all requisite powers and authority to cause the party for whom they have signed to enter into this Grant, and to bind such party to fully perform its obligations as set forth in this Grant.

Exhibit "A" which is attached hereto are incorporated herein by reference.

Executed at Breckenridge, Colorado the date first written above.

GRANTOR:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

GRANTEE:

HARLAN KIRWAN

By: _____
Harlan Kirwan, Owner of 531 High Point Drive

ATTEST:

UTILITY EASEMENT

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Harlan Kirwan.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

UTILITY EASEMENT

**A LEGAL DESCRIPTION EXHIBIT MAP FOR
A 25' UTILITY EASEMENT**

**A PORTION OF THE STILLSON PATCH PLACER, M.S. 1466
TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO**

ALLEY 4A
ACCESS EASEMENT
REC. NO. 1109526

LINCOLN PARK AT THE WELLINGTON NEIGHBORHOOD FIL. 2
TRACT LP-5
PUBLIC OPEN SPACE



SCALE: 1"=50'

50' PRIVATE ACCESS EASEMENT
SERVING LOTS 10 AND 11, BLOCK 4, ALPINE BRECKENRIDGE, FIL. 2
TO AND FROM WELLINGTON ROAD
TO BE DEFINED IF PROPERTY IS DEVELOPED
REC. NO. 715514 & 715515

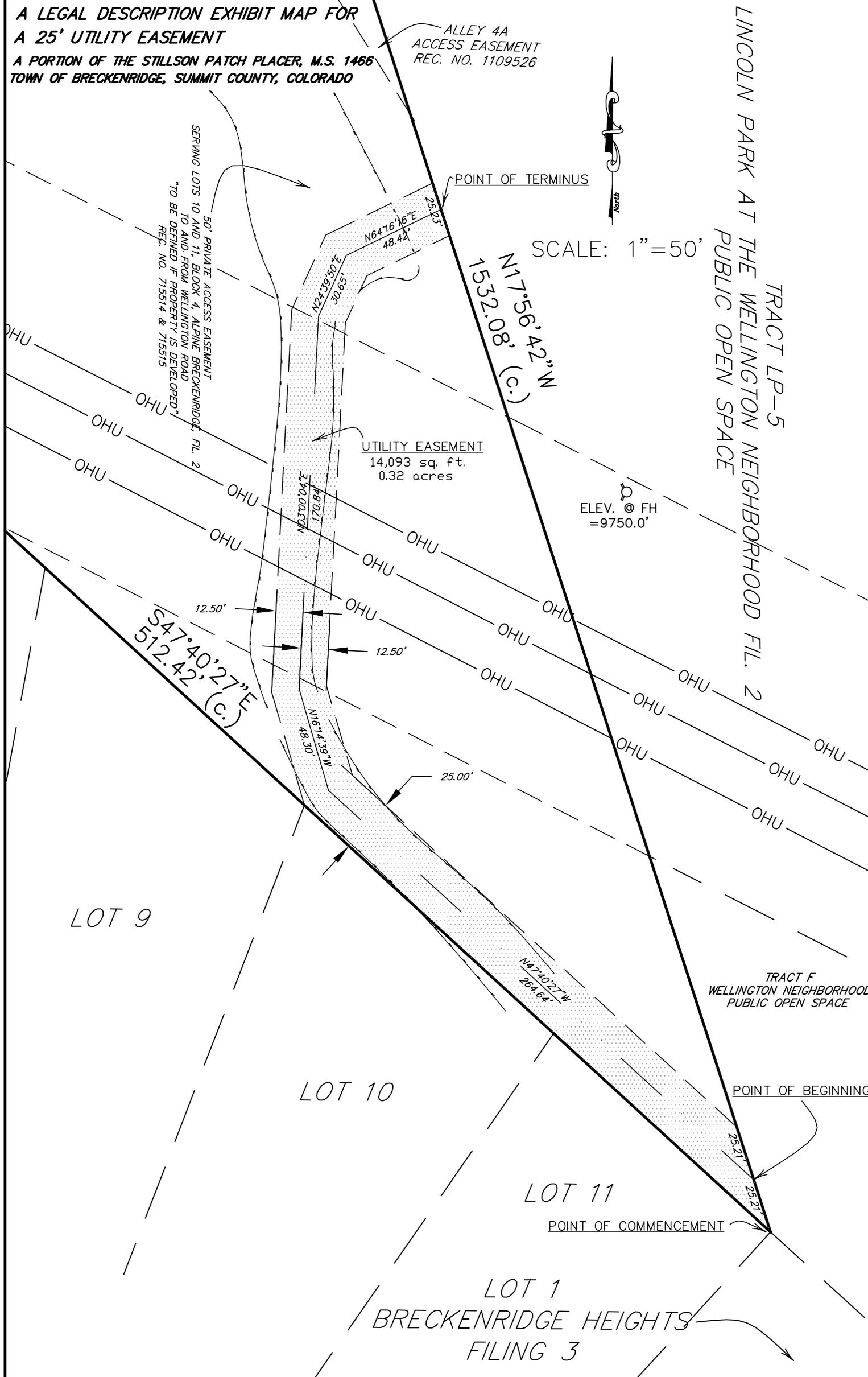
POINT OF TERMINUS

UTILITY EASEMENT
14,093 sq. ft.
0.32 acres

ELEV. @ FH
=9750.0'

S47°40'27"E
512.42' (C.)

N117°56'42"W
1532.08' (C.)



LOT 9

LOT 10

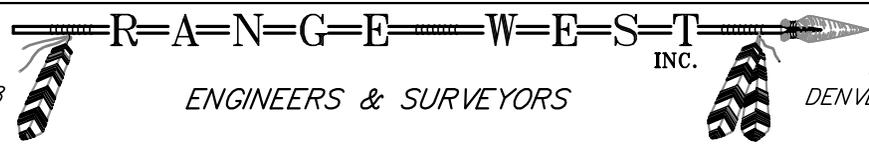
LOT 11

LOT 1
BRECKENRIDGE HEIGHTS
FILING 3

TRACT F
WELLINGTON NEIGHBORHOOD
PUBLIC OPEN SPACE

POINT OF BEGINNING

POINT OF COMMENCEMENT



P.O. BOX 589
SILVERTHORNE, CO 80498

ENGINEERS & SURVEYORS

PHONE 970-468-6281
DENVER DIRECT 303-623-0426

LEGAL DESCRIPTION
A 25' UTILITY EASEMENT
STILLSON PATCH PLACER, M.S. 1466

A TRACT OF LAND BEING A PORTION OF A PORTION OF THE STILLSON PATCH PLACER, M.S. 1466, ACCORDING TO THE DEED AT RECEPTION NO. 534869 RECORDED 03/06/1997 IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 11, BRECKENRIDGE HEIGHTS FILING NO. 3, ACCORDING TO THE PLAT RECORDED 07/09/1964 AT RECEPTION NO. 99357; THENCE N17°56'42"W ALONG THE EAST PROPERTY LINE OF SAID PORTION OF THE STILLSON PATCH PLACER A DISTANCE OF 25.21 FEET TO THE POINT OF BEGINNING; THENCE 12.50' FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE FOR 5 COURSES:

- 1) N47°40'27"W A DISTANCE OF 264.64 FEET;
- 2) N16°14'39"W A DISTANCE OF 48.30 FEET;
- 3) N03°00'04"E A DISTANCE OF 170.84 FEET;
- 4) N24°39'50"E A DISTANCE OF 30.65 FEET;
- 5) N64°16'16"E A DISTANCE OF 48.42 FEET TO THE POINT OF TERMINUS, CONTAINING 14,093 SQUARE FEET OR 0.32 ACRE MORE OR LESS.

Robert R. Johns
ROBERT R. JOHNS
COLORADO PLS NO. 26292



March 28, 2023

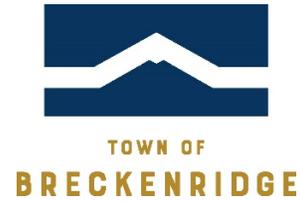
PROJECT NO. 22658-411
PREPARED FOR: HARLAN KIRWAN

6709/23/152

PO box 589
Silverthorne, CO 80498



(970) 468-6281
www.rangewestinc.com



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: May 3, 2023
Subject: Planning Commission Decisions of the May 2, 2023 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, May 2, 2023:

CLASS A APPLICATIONS: None.

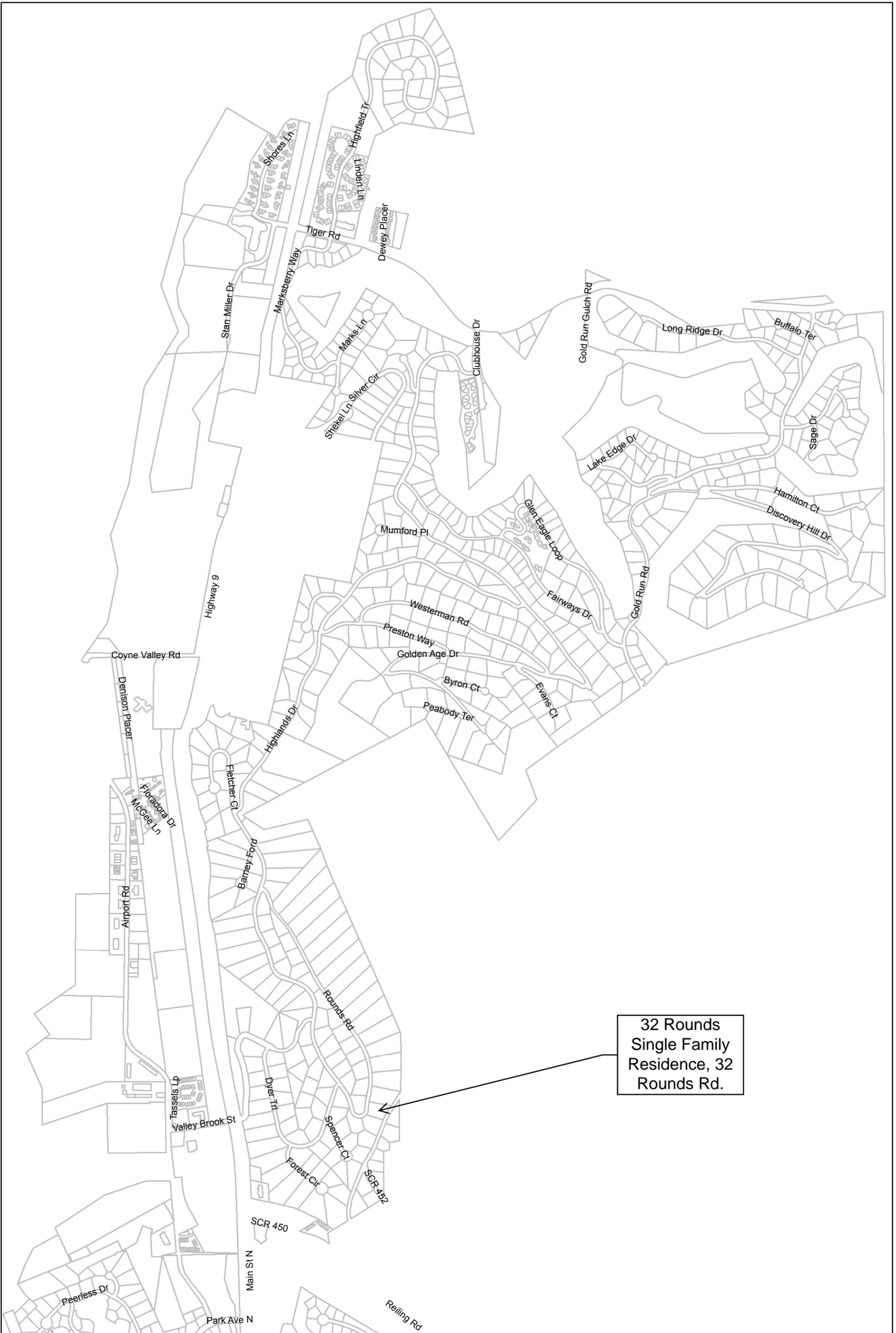
CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Riffel Cedars Townhome Expansion, 505 Village Rd. #11, PL-2023-0102
A proposal to add a new dormer, skylights, kitchen bump out, and finishing of an unfinished loft. This is the fourth unit in the Cedars to propose a dormer addition and is anticipated to be replicated on additional units in the Cedars complex. *Approved.*
2. 32 Rounds Single Family Residence, 32 Rounds Rd., PL-2023-0055 (Continued from the 4/4/2023 Meeting)
A proposal to construct a new single family residence with 5,983 sq. ft. of density, 5 bedrooms, 5.5 bathrooms, a 3+ vehicle garage, and 5 gas fireplaces. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.





Riffel Cedars
Townhome Expansion,
505 Village Rd. #11



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 pm by Chair Frechter.

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the April 18, 2023 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the May 2, 2023 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments

CONSENT CALENDAR:

1. Riffel Cedars Townhome Expansion (SVC), 505 Village Rd. #11, PL-2023-0102

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

OTHER HEARINGS:

1. 32 Rounds Single Family Residence (CC), 32 Rounds Rd., PL-2023-0055 (Continued from the 04/04/2023 Meeting)

Mr. Cross presented a proposal to construct a 5,989 sq. ft. single family residence with 5 bedrooms, 5.5 bathrooms, a 3+ vehicle garage, and 5 gas fireplaces. Changes since the last meeting and additional requested information was reviewed, including reducing the number of gas fireplaces from nine to five, reducing the length of the retaining wall by 125 feet, point considerations for installing a solar thermal hot water heating system, and the addition of another EV charger space.

DISCLOSURE: Mr. Guerra disclosed that the architectural firm on the project, Allen-Guerra Architecture, is owned by his ex-wife and business partner, Suzanne Allen-Sabo. However, he does not hold any financial interest in this project. The Commission agreed there was no conflict of interest and Mr. Guerra was present for the discussion.

Commissioner Questions / Comments:

Does the commission agree with the point analysis of removing -2 points for the decrease in fireplaces under 33R.c.?

Mr. Giller: Is there no difference between the large fire feature on deck and the ones inside? The large one was part of the count of nine? (Mr. Cross: Under the Code we do not look at fuel usage or BTUs we only consider the total number. Yes, that was part of the nine total.)

Mr. Leas: I wasn't here last time so I missed the previous discussions. With regards to fireplaces, it's shocking to hear that a house has nine fireplaces. The ones in bedrooms are high efficiency and are used infrequently so this is more of an aesthetic vs an appliance or taking away from the environment. I think we need to look at what is really important in terms of our Sustainability goals for the Town and what is trivial.

Mr. Guerra: I was pleased to see the decrease in the fireplaces, especially exterior ones which would be higher BTU than inside ones. Most places use radiant heat, so these are not being

- used to heat the house. The optics of approving a house with nine fireplaces while we are trying to be energy efficient as a Town is what I was concerned about.
- Ms. Gort: I have a general question, when you pulled data did you try to find similar size homes or just all homes? (Mr. Cross: I looked through all the approved Class D Majors for single-family homes and didn't look at the square footage. Most houses we approve are smaller than this.) Do you have an idea of how many are in the similar house directly to the north of it? (Mr. Cross: The residence next door had 4 fireplaces.)
- Mr. Frechter: I still think that is an excessive number of fireplaces. Should we be using 33R Section C to limit the number of fireplaces so we can set a precedent for the future? But if Town Council is acting on this, maybe we shouldn't. (Mr. Truckey: Until such time as the Council sets a limit on the number of fireplaces, Staff will continue to bring homes that have an excessive number to the Commission for review under 33R.)
- Mr. Giller: Can they come back after this to get exterior fireplaces? (Mr. Cross: Yes, there is nothing in the Code that would prohibit them from adding these later.) (Ms. Crump: They would be required to pull a Class D Minor for the installation of an additional exterior fireplace.)
- Ms. Gort: So, you can have a fireplace that uses less gas, or you can have one that uses a lot. Can we count a few small ones as one larger one? (Mr. Cross: Right now, we classify one fireplace as one fireplace, but we are looking at amendments under REMP that evaluate the BTUs produced).

Does the commission agree with the new point analysis of -4 for the disturbance caused by the driveway under Policy 7R?

- Ms. Propper: Were the points under Policy 7R negative six (-6) points before? (Mr. Kulick: Yes, it was under two different categories with negative four (-4) for the driveway and an additional negative (-2) for the retaining walls.)
- Mr. Leas: You said we would confirm the height of the retaining wall at the time of construction. What if they are built over the allowed four (4) ft. in height? (Mr. Kulick: They would have a failing points analysis and would have to come back to offset that prior to a Certificate of Occupancy. If it's a request for discretionary points, such as landscaping, the project would be brought back to the Commission for review.)

Does the commission agree with the new point analysis of +3 for the solar thermal system under 33R.c.?

- Ms. Propper: Was the data on the amount of energy savings for the residence confirmed by internal calculations or are you relying on calculations received by the applicant? Have we been able to assess this ourselves to ensure that it will achieve that offset? (Mr. Cross: Staff have been working internally and with the Town's Sustainability Manager, but we weren't able to get a definite answer. However, there are ways to confirm these calculations once the system is further designed.) (Mr. Kulick: We do have a basic understanding of solar hot water systems from when we managed a grant program from the State. In terms of energy savings compared to basic PV, the calculations given seem to make sense and pass the straight-face test. We thought the solar hot water system would offset more energy use than the fireplaces that were removed would use, resulting in the three points that were recommended.)
- Ms. Gort: I read overall energy use for a home is about 25% for hot water heating, 50% is heating, and the rest is electric. Is this saving 80% of the 25% or of the 50%? (Ms. Allen-Sabo: They are used to heat both the domestic water and the in-floor radiant system which is used to heat the residence. So, it would save 80% of gas consumption that is used to heat the house and the water).

- Mr. Guerra: I've wondered why we don't use more solar thermal heating around here and I would think one of the reasons it is popular is because most of the populations in other areas are not using radiant in floor heat to heat the house. So, it's not as beneficial in other locations as it is in the High Country. In the projects I've heard of, when you're pre-heating the water for heating system, it's saving energy so I would like to see more of these systems on these large houses.
- Mr. Leas: I'd like to see more of these systems and see Staff come up with points to encourage this moving forward. I can confirm it is a very efficient system as one is installed on my own house. The water comes into the boiler already heated to 70-100 degrees from the solar thermal system, and the boiler only needs to heat it maybe another 30 degrees, so it hardly comes on and we never run out of hot water.
- Mr. Frechter: If we agree to award the +3 points, then it turns out under the energy standards this standard gets accepted, would we recommend an additional 3 points under HERS? (Mr. Cross: No, this is just +3 points under 33R, C; no additional points will be added in the future under HERS.) Can we add a condition so they can't get additional points under HERS? (Mr. Cross: Yes.) We need a metric for the efficiency of this type of system since we are setting precedent and the sizes of systems could be different. So, we need to know how many points to give in the future for a home of a different size or a different size system.

Applicant, Suzanne Allen-Sabo, Allen-Guerra Architecture:

We can get REG to produce a metric for the house which can be related to HERS for your points. The HERS software doesn't include solar thermal because they didn't have a metric and it's not commercially produced. We've had discussions with the software company to include this. I think in the future it may be included in the HERS calculations. (Mr. Giller: Thank you for being responsive to our previous comments. I see an outdoor grill in front of a window, and under a roof, is that building code compliant?) I think the window is above the BBQ to hand stuff back and forth. We've done them before. Although the BBQ may need to be shifted to one side for the lid to open. (Mr. Cross: The roof clearance may be up to the manufacturer of the grill.) Does the Town monitor the replacement after 20 years? (Mr. Kulick: It would be a building permit and planning would sign off on the orange sheet if they were to replace the system in the future.)

Commissioner Questions / Comments:

- Mr. Frechter: I wanted to add that we could put a condition that caps the number of fireplaces if there were concerns to limit later additions.
- Ms. Gort: I think we would need to cap the BTUs.
- Mr. Frechter: I think that's beyond our purview.

Mr. Giller made a motion to approve the 32 Rounds Single Family Residence project, with an added condition that no additional points be awarded under Policy 33R, Section A for a HERS rating, seconded by Mr. Leas. The motion passed 6 to 0.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:05 pm.

Allen Frechter, Chair



Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

May 2023

Tuesday, May 9th, 2023	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
May 11th, 2023	Recreation Center	Stables Village Info Session	4:00pm - 7:00pm
May 12th, 2023	Buena Vista	Fading West Factory Tour	10:00am - 1:00pm
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

June 2023

June 9th & 10th, 2023	Riverwalk Center	10 Mile Pride	All Day
Tuesday, June 13th, 2023	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
June 15th, 2023	Riverwalk Center	Town Party	4:00pm - 8:00pm
June 25th - June 28th, 2023	Gaylord Rockies	CML Annual Conference	All Day
Tuesday, June 27th, 2023	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm
June 28th, 2023	Blue River Plaza	Bike to Work Day	7:30am - 10:30am

Other Meetings

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
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



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 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 21st, 2023	Summit Combined Housing Authority	9:00am
June 22nd, 2023	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
June 26th, 2023	Open Space & Trails Meeting	5:30pm
June 27th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
June 30th, 2023	Breckenridge Creative Arts	Noon
July 4th, 2023	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
July 5th, 2023	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
TBD	Tourism Overlay District Advisory Committee Meeting	10:30am
	Transit Advisory Council Meeting	8:00am
	Water Task Force Meeting	9:30am