



**TOWN OF  
BRECKENRIDGE**

**Town Council Regular Meeting**

Tuesday, July 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. Login information is available in the calendar section of our website: [www.townofbreckenridge.com](http://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 - JULY 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

1. *COUNCIL BILL NO. 24, SERIES 2023 - A BILL FOR AN ORDINANCE PROHIBITING WOOD SHINGLES ON ROOFS*

2. *COUNCIL BILL NO. 25, SERIES 2023 - A BILL FOR AN ORDINANCE UPDATING THE BUILDING CODE*

3. *COUNCIL BILL NO. 26, SERIES 2023 - AN ORDINANCE AMENDING THE DEVELOPMENT CODE PERTAINING TO OFF STREET PARKING REQUIREMENTS*

4. *COUNCIL BILL NO. 27, SERIES 2023 - A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO ALLOW THE DISPLAY OF MERCHANDISE OUTSIDE DURING MEMORIAL AND LABOR DAY WEEKENDS*

**VI. NEW BUSINESS**

A. FIRST READING OF COUNCIL BILLS, SERIES 2023

B. RESOLUTIONS, SERIES 2023

1. *RESOLUTION NO. 15, SERIES 2023 - A RESOLUTION MAKING SUPPLEMENTAL AND REDUCED APPROPRIATIONS TO THE 2023 TOWN BUDGET*

2. *RESOLUTION NO. 16, SERIES 2023 - A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, ADMINISTRATION, AND FINANCIAL SUPPORT OF THE SUMMIT COUNTY COMMUNICATIONS CENTER*

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. SOCIAL EQUITY ADVISORY COMMISSION (Saade)

**X. OTHER MATTERS**

**XI. SCHEDULED MEETINGS**

A. SCHEDULED MEETINGS FOR JULY, AUGUST AND SEPTEMBER

**XII. ADJOURNMENT**

**D) CALL TO ORDER, ROLL CALL**

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

**II) APPROVAL OF MINUTES**

**A) TOWN COUNCIL MINUTES – June 13, 2023**

With no changes or corrections to the meeting minutes of June 13, 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.

Jeff Bahl, a resident of Timber Trail, stated the lots that are going to be developed next to Timber Trail were made to be green space. He further stated that while he understands the importance of housing, he doesn't agree with the development of his backyard and feels like he is an "only loser" in this situation. Bahl suggested creating an access road around the maintenance facility in order to leave Timber Trail a buffer. He also stated he would like to meet with Council to discuss options that would not include Timber Trail.

Ken Karger, a resident of Timber Trail, stated he is on the same page as Jeff Bahl, and both believe housing is important. He stated he would like the road to go around the maintenance facility and not through their cul-de-sac. He stated he is happy to meet with Council to work together for a solution.

Joel Richards, representing Charter Sports in Summit County, stated his company rents SUPs on Maggie Pond and this year he has gotten pushback on where his boards are kept outside. He stated they stage the boards on the side of the pond where people can see them and he would like the Council to consider allowing him to stage them outside, like bikes. He further stated they are out of the way, and he would like Council to consider changing the code. Town Manager Holman stated staff will look into this situation.

Carly Walsh, a local resident on McGee Lane, stated her home is adjacent to the bus stop and the bus still stops outside her home, and the route turns into the neighborhood as well. She stated she has had problems with people coming into her home and onto her patio from the bus stop, and she would like an update on the plan she was told was going to happen. Town Manager Holman stated the bus shouldn't stop there anymore, and should only stop on the opposite side of the road. He also stated there isn't another option for the bus to turn around in that location and Blue 52 was built with the transit routes as part of the master plan. Town Manager Holman stated we removed one stop already. Kelly Owens asked about natural paths in that area and Rick stated there are not any at this time.

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

**B) BRECK CREATE UPDATE**

Tamara Park, Director of Breck Create, stated they have had a busy start to the summer season. She reviewed Breck Create's strategic goals, as well as recent events and art installations. She stated the Air Stage Apres events on the Arts District campus and July 4<sup>th</sup> events were successful. She also stated Breck Create had a good time working with the Town on sustainable initiatives. Council Member Bergeron stated he enjoyed the Air Stage events. Council member Carleton stated he feels there's a lot more going on at the campus this year. Park stated the exhibition attendance is up as well. Mayor Mamula stated he enjoyed the Town Party. Council Member Owens thanked Park for the summer camps for kids. Council Member Rankin stated he liked the new art pieces. Park also stated they have 20 events this summer and the Riverwalk 30<sup>th</sup> Anniversary Celebration will be taking place, as well as BIFA.

**V) CONTINUED BUSINESS**

- A) SECOND READING OF COUNCIL BILLS, SERIES 2023 - PUBLIC HEARINGS
- 1) COUNCIL BILL NO. 22, SERIES 2023 – AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE TO CREATE A PROGRAM TO REDUCE OUTDOOR ENERGY USE AND IN CONNECTION THEREWITH ESTABLISH FEES FOR THE ADMINISTRATION OF THE PROGRAM
- Mayor Mamula read the title into the minutes. Matt Hulsey, Public Works Assistant Director, stated there was one minor change to this ordinance from first reading which was to change the reference to “REMP payment” to “payment in lieu”.
- 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. 22, SERIES 2023 – AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE TO CREATE A PROGRAM TO REDUCE OUTDOOR ENERGY USE AND IN CONNECTION THEREWITH ESTABLISH FEES FOR THE ADMINISTRATION OF THE PROGRAM. Council Member Rankin seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 23, SERIES 2023 – A BILL FOR AN ORDINANCE CREATING A NEW ABSOLUTE POLICY FOR ENERGY CONSERVATION AND AMENDING POLICY 33 RELATIVE ACCORDINGLY
- Mayor Mamula read the title into the minutes. Mark Truckey, Director of Community Development, 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. 23, SERIES 2023 – A BILL FOR AN ORDINANCE CREATING A NEW ABSOLUTE POLICY FOR ENERGY CONSERVATION AND AMENDING POLICY 33 RELATIVE ACCORDINGLY. Council Member Saade seconded the motion.

The motion passed 7-0.

**VI) NEW BUSINESS**

- A) FIRST READING OF COUNCIL BILLS, SERIES 2023
- 1) COUNCIL BILL NO. 24, SERIES 2023 – A BILL FOR AN ORDINANCE PROHIBITING WOOD SHINGLES ON ROOFS
- Mayor Mamula read the title into the minutes. Rick Fout, Building Inspector, stated this ordinance would prohibit wood shingles on roofs within the Town of Breckenridge. He further stated this ordinance is necessary due to safety concerns.

Mayor Mamula opened the public hearing. There were no public comments, and the hearing was closed. Mayor Mamula noted there was letter submitted for the record by local resident Peter Chlipala.

Council Member Bergeron moved to approve COUNCIL BILL NO. 24, SERIES 2023 – A BILL FOR AN ORDINANCE PROHIBITING WOOD SHINGLES ON ROOFS. Council Member Carleton seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 25, SERIES 2023 – A BILL FOR AN ORDINANCE UPDATING THE BUILDING CODE
- Mayor Mamula read the title into the minutes. Rick Fout, Building Inspector, stated this ordinance would make minor changes to the Building Code.

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. 25, SERIES 2023 – A BILL FOR AN ORDINANCE UPDATING THE BUILDING CODE. Council Member Beckerman seconded the motion.

The motion passed 7-0.

3) COUNCIL BILL NO. 26, SERIES 2023 – AN ORDINANCE AMENDING THE DEVELOPMENT CODE PERTAINING TO OFF STREET PARKING REQUIREMENTS

Mayor Mamula read the title into the minutes. Sarah Crump, Community Development Planner III, stated this ordinance would make changes to the development code related to off-street parking requirements, specifically for duplex units.

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. 26, SERIES 2023 – AN ORDINANCE AMENDING THE DEVELOPMENT CODE PERTAINING TO OFF STREET PARKING REQUIREMENTS. Council Member Owens seconded the motion.

The motion passed 7-0.

4) COUNCIL BILL NO. 27, SERIES 2023 – A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO ALLOW THE DISPLAY OF MERCHANDISE OUTSIDE DURING MEMORIAL AND LABOR DAY WEEKENDS  
Mayor Mamula read the title into the minutes. Mark Truckey, Community Development Director, stated this ordinance would establish outdoor display days for merchandise.

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. 27, SERIES 2023 – A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO ALLOW THE DISPLAY OF MERCHANDISE OUTSIDE DURING MEMORIAL AND LABOR DAY WEEKENDS. Council Member Beckerman seconded the motion.

The motion passed 7-0.

B) RESOLUTIONS, SERIES 2023  
1) RESOLUTION NO. 14, SERIES 2023 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR CONTINENTAL COURT/COYNE VALLEY ROAD RECONSTRUCTION AND DRAINAGE IMPROVEMENTS

Mayor Mamula read the title into the minutes. Shannon Smith, Town Engineer, stated this resolution would approve an IGA with Summit County for our portion of paving and drainage on Continental Court.

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

Council Member Bergeron moved to approve RESOLUTION NO. 14, SERIES 2023 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR CONTINENTAL COURT/COYNE VALLEY ROAD RECONSTRUCTION AND DRAINAGE IMPROVEMENTS. Council Member Rankin seconded the motion.

The motion passed 7-0.

C) OTHER  
1) BRECKENRIDGE SOCIAL EQUITY ADVISORY COMMISSION APPOINTMENT  
Mayor Mamula stated BSEAC recommends Eliana Crabb for a 3-year term to the commission, filling the remainder of a partial term vacated in March.

Council Member Bergeron moved to appoint Eliana Crabb to the BRECKENRIDGE SOCIAL EQUITY ADVISORY COMMISSION, for a 3-year term. 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.

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

Town Manager Holman stated the next Council meeting will begin at 2pm for a tour of Alta Verde II. He further stated there will be a CAST meeting at the end of August in Basalt. He also stated the Recreation Center is averaging about 300 kids per day, and if you would like to attend the Backstage Gala or Riverwalk 30 Celebration please let us know.

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

**A. CAST/MMC**

Mayor Mamula stated Senator Bridges up from Denver to visit the Justice Center Project. He also stated Council Member Saade was elected to the CML Board.

**B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE**

Council Member Bergeron stated he participated in the county-wide weed pull and it was successful.

**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. SOCIAL EQUITY ADVISORY COMMISSION**

No update

**X) OTHER MATTERS**

Mayor Mamula stated Xcel has retreated in their desire to build a new line to Breckenridge. Mayor Mamula also asked why Masonic Hall was closed on July 4<sup>th</sup>?

Council Member Saade stated Sarah Crump won the One Breckenridge Service Champion Award.

**XI) SCHEDULED MEETINGS**

**A) SCHEDULED MEETINGS FOR JULY, AUGUST AND SEPTEMBER**

**XII) ADJOURNMENT**

With no further business to discuss, the meeting adjourned at 7:39pm. Submitted by Helen Cospolich, CMC, Town Clerk.

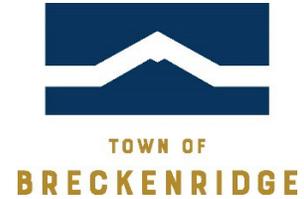
ATTEST:

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Helen Cospolich, CMC, Town Clerk

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Eric S. Mamula, Mayor



# Memo

To: Town Council  
From: Rick Fout, Chief Building Official  
Date: 7/19/2023 for the Council Meeting on 7/25/2023  
Subject: 2nd Reading: Proposed Prohibition on Wood Roof Shingles

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This will be the 2<sup>nd</sup> reading to adopt an Ordinance prohibiting real wood shingles on roofs in Breckenridge, on new construction projects and re-roof projects as well. There are no changes from the 1<sup>st</sup> reading on July 11<sup>th</sup>, 2023.

Main Reasons for This Proposed Prohibition Are:

- Insurance on structures with wood shingled roofs is difficult to impossible to secure.
- Wood shingled roofs are a leading cause of fire ignition and of fire spread.

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

**A BILL FOR AN ORDINANCE PROHIBITING WOOD SHINGLES ON ROOFS.**

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

**Section 1.** That paragraph 29 of section 8-1-4A of the International Building Code, Edition 2018, is hereby repealed and replaced with the language underlined to read as follows:

29. Section 1505.1 is amended to read as follows:

1505.1 General. All roof coverings shall be Class A. Wood shakes and shingles are not permitted unless exempted for replacement or repair as defined in Section 1501.1.1. Where the roof profile allows space between the roof covering and the roof decking at the eave ends, the spaces shall be constructed to prevent intrusion of flames and embers or have one layer of 72-pound (32.4kg) mineral-surfaced non-perforated cap sheet complying with ASTM D3909 installed over the combustible decking.

Exception: Skylights and sloped glazing that comply with Chapter 24 or Section 2610.”

Section 1505.1.1: Section 1505.1.1 is added as follows:

Replacement or Repair: Each structure with a nonconforming roof covering or roof assembly shall be allowed one replacement or repair of 25% or less of the roof area. Replacement or repair in excess of 25% or a second replacement or repair of the roof covering or roof assembly shall trigger replacement of the nonconforming covering or assembly in its entirety. For purposes of this section, a two-family dwelling shall be considered two separate structures. Emergency repairs of less than 10 sq/ft shall not be subject to the 25% rule.

Table 1505.1 is deleted.

Section 1505.3, 1505.4, 1505.5, 1505.6 and 1505.7 are deleted.

**Section 2.** That paragraphs 30, 33, 34, and 35 of 8-1-4A are hereby deleted and reserved.

**Section 3.** That paragraph 37 of section 8-1-5A of the International Residential Code, 2018 Edition, is hereby repealed and replaced with the language underlined to read as follows:

37. Section R902.1 is amended to read as follows:

R902.1 Roofing covering materials. All roof assemblies and roof coverings shall be Class A. Wood shakes and shingles are prohibited unless exempted for replacement or repair as defined below. Where the roof profile allows space between the roof covering and the roof decking at the eave ends, the spaces shall be constructed to prevent intrusion of flames and embers, or

1 have one layer of 72-pound (32.4kg) mineral-surfaced non-perforated cap sheet complying with  
2 ASTM D3909 installed over the combustible decking.

3 Section R902.1 is amended to read as follows:

4 Replacement or Repair: Each structure with a nonconforming roof covering or roof assembly  
5 shall be allowed one replacement or repair of 25% or less of the roof area. Replacement or  
6 repair in excess of 25% or a second replacement or repair of the roof covering or roof assembly  
7 shall trigger replacement of the nonconforming covering or assembly in its entirety. Emergency  
8 repairs of less than 10 sq/ft shall not be subject to the 25% rule.

9 For purposes of this section, a two-family dwelling shall be considered two separate structures.

10 Exception: Metal and concrete roofing systems.

11 Section R902.2 Fire-retardant-treated wood shingles and shakes is deleted.

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

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

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

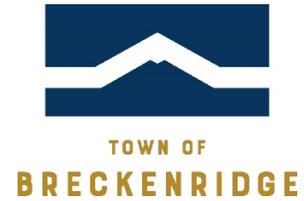
20  
21 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
22 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2023. A Public Hearing shall be held at the  
23 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
24 \_\_\_\_\_, 2023, at 7:00 P.M.,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

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27 TOWN OF BRECKENRIDGE, a Colorado  
28 municipal corporation  
29

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32 By: \_\_\_\_\_  
33 Eric S. Mamula, Mayor  
34

35 ATTEST:  
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1 \_\_\_\_\_  
2 Helen Cospolich, CMC,  
3 Town Clerk  
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# Memo

To: Breckenridge Town Council Members  
From: Jessie Launder, Administrative Supervisor  
Date: July 19, 2023 (For July 25<sup>th</sup> Council Meeting)  
Subject: Building Code Update

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This Council Bill proposes to make a minor update and correction to Title 8, Chapter 1, Building Regulations. Below is a summary of the changes:

- Update the *Standard Codes Adopted by Reference* section to more clearly reference all applicable codes already utilized by the Building Division.
- Correct an error in the Electrical Permit Fee Schedule. In the right side of the fee chart, 4<sup>th</sup> row from the top, the number "1000" should be "100."

There are no changes since the First Reading. Staff will be available to answer questions.

**A BILL FOR AN ORDINANCE UPDATING THE BUILDING CODE.**

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

**Section 1.** That section 8-1-3, entitled “Standard Codes Adopted by Reference”, be amended by adding the new language underlined to read as follows:

K. International Fire Code, 2018 Edition, including Appendix B, C, D, E, F, G, H, I, J, K, M, N, O, and P, published by the International Code Council, Inc.

L. Accessible and Usable Buildings and Facilities, ICC A117.1-2009 Edition, Published by the International Code Council, Inc.

M. International Swimming Pool & Spa Code, 2018 Edition, Published by the International Code Council, Inc.

**Section 2.** That paragraph 14 of section 8-1-4 be amended to strike the zero (0) in the Electrical Permit Fees schedule for Unit Area over 2,000 sq. ft. to read as follows:

Section 109.2 Schedule of permit fees is amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures, electrical, gas mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following Town of Breckenridge Building Permit and Inspection Fee Schedule:

**Electrical Permit Fees**

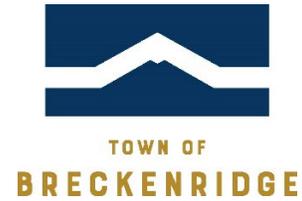
Unit Area	Permit Fee
Not more than 1,000 sq. ft.	\$120.00
Over 1,000 sq. ft., and not more than 1,500 sq. ft.	\$168.00
Over 1,500 sq. ft., and not more than 2,000 sq. ft.	\$216.00
Over 2,000 sq. ft.	\$216.00 plus \$9.60 per 1000 sq. ft. or fraction thereof over 2,000 sq. ft.



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Helen Cospolich, CMC,  
Town Clerk



# Memo

**To:** Town Council  
**From:** Sarah Crump, Planner III  
**Date:** July 19, 2023 for meeting of July 25, 2023  
**Subject:** Parking Code Amendment Bill (Second Reading)

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The proposed Code amendments regarding parking requirements for duplexes and townhomes were approved by Town Council at first reading on July 11, 2023. There have been no changes to the proposed amendments since first reading.

The proposed changes to Section 9-3-8 Off Street Parking Requirement will add townhome units to the land use category column where they were omitted previously. The “duplex” land use category is proposed to be changed to “duplex and townhome” both inside and outside the parking service area (downtown core). The changes will also clarify the application of parking maximums for duplex and townhome units in the parking service area to allow parking maximums to be rounded up to the nearest number. This will allow for an equal distribution of parking among duplex and townhome units. Outside the service area, the minimum required number of spaces for duplex and townhome units has been modified from 1.5 to 2.0. There is also clarification that no parking maximum requirements exist for single-family, duplex, townhome, or accessory apartment land use categories outside the parking service area.

The draft Code for the Council’s review and approval are attached. Staff will be available at the meeting for any questions.

Series 2023

**AN ORDINANCE AMENDING THE DEVELOPMENT CODE PERTAINING TO OFF STREET PARKING REQUIREMENTS.**

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

**Section 1.** That section 9-3-8 of the Breckenridge Town Code, entitled “OFF STREET PARKING REQUIREMENT”, be amended by adding the language underlined to the list of definitions and placed in alphabetical order, to read as follows:

A. *Within the Service Area:* In connection with the development of all property within the service area there shall be provided the following amount of off street parking:

Land Use Category	Number of Required Off Street Parking Spaces (Per TSF-GFA Unless Otherwise Noted); no additional parking shall be allowed.**
<b>Residential:</b>	
Single-family	1.1
<u>Duplex or Townhome</u>	1.1
Multi-family; efficiency, studio	1.1
Multi-family; 1 bedroom plus	1.1
Condominium; efficiency, studio	1.1
Condominium; 1 bedroom plus	1.1
Divisible unit	1.1
Lodging, hotel, motel	1.1
Dormitory	1.1
<b>Commercial:</b>	
Retail sale, commercial:	
General retail, commercial	1.4
Supermarket	2.5
Financial	1.9
<b>Office:</b>	
General office	1.4
Government office	2.2
Auto service station	3.0 per bay plus 1 per pump
Restaurant, sit down	3.5
Auditorium, theater	0.3 per seat
Church	0.5
Convention center	3.1

Library, museum	1.8
Medical/dental clinic	3.3
Commercial recreation	2.0

1 \*TSF-GFA = 1,000 square feet of gross floor area. Note: If the required parking is less than one  
2 (1) space, and for any fractional parking space required, the applicant shall be required to pay  
3 the in lieu fee provided in section [9-3-12](#) of this chapter.

4 \*\*For duplex and townhome units where the parking maximum would result in dedicated parking  
5 spaces distributed unevenly across units, the allowed number of spaces may be rounded up to  
6 the nearest number that would provide for an even distribution of parking spaces between units.

7 B. *Outside the Service Area:* In connection with the development of all property outside the  
8 service area there shall be provided the following amount of off street parking:

Land Use Category	Minimum Required	Maximum Allowed
<b>Residential:</b>		
Single-family	2.0 per dwelling unit*	<del>None</del> <u>No maximum</u>
Duplex or Townhome	<del>1.5 per dwelling unit</del> <u>2 per dwelling unit</u>	<del>None</del> <u>No maximum</u>
Accessory apartment	1.0 per dwelling unit	<del>None</del> <u>No maximum</u>
<b>Multi-unit residential and condominiums:</b>		
Efficiency - studio	1.0 per dwelling unit	1.1 per dwelling unit
1 bedroom and larger	1.5 per dwelling unit	1.65 per dwelling unit
Divisible unit	+0.5 for each divisible room	+0.6 for each divisible room
Lodging, hotel, motel	1.0 per guestroom	1.1 per guestroom
Dormitory	0.5 per bed	0.6 per bed
<b>Schools:</b>		
Elementary and junior high	2 per classroom	2.2 per classroom
High school	1 per 4 students and faculty	1.1 per 4 students and faculty
College	1 per 4 students and faculty	1.1 per 4 students and faculty
<b>Commercial:</b>		
Retail sale, commercial and office	1 per 400 square feet GFA (minimum 2 per building)	1.1 per 400 square feet GFA
Construction - contracting	1 per 200 square feet	1.1 per 200 square feet
Manufacturing	1 per 400 square feet	1.1 per 400 square feet
Warehouse	1 per 1,000 square feet	1.1 per 1,000 square feet

Gas station/convenience market	1 per pump plus 1 per 250 square feet GFA	1.1 per pump plus 1.1 per 250 square feet GFA
Restaurants - sit down, breweries, and distilleries	1 per 125 square feet	1.1 per 125 square feet
Restaurants - drive-in	1 per 100 square feet GFA	1.1 per 100 square feet GFA
Supermarket/grocery store	1 per 250 square feet GFA	1.1 per 250 square feet GFA
Auditoriums - theaters	1 per 4 seats	1.1 per 4 seats
Churches	1 per 6 seats	1.1 per 6 seats
Convention center facility	By special review of the director and planning commission	By special review of the director and planning commission
Library and museum	1 per 500 square feet GFA	1.1 per 500 square feet GFA
Medical and dental clinics	1 per 300 square feet GFA	1.1 per 300 square feet GFA
Hospital	1 per 3 beds	1.1 per 3 beds
Commercial recreation indoor and outdoor	By special review of the director and planning commission	By special review of the director and planning commission
Recreation and leisure amenity club	No additional parking shall be required or allowed for a development that includes a recreation and leisure amenity club beyond the required residential or commercial parking, as applicable.	

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**Section 4.** 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.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

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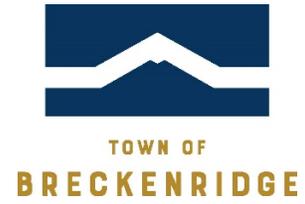
By: \_\_\_\_\_

Eric S. Mamula, Mayor

ATTEST:

\_\_\_\_\_

Helen Cospolich, CMC,  
Town Clerk



# Memo

To: Town Council  
From: Mark Truckey, Community Development Director  
Date: 7/19/2023, for the meeting of July 25, 2023  
Subject: Outdoor Sales Days Second Reading

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Attached for review is the ordinance establishing Outdoor Sales Days weekends, which allow merchants to display multiple items of merchandise outside. There are no changes from the first reading.

COUNCIL BILL NO. \_\_\_\_

Series 2023

**A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO ALLOW THE DISPLAY OF MERCHANDISE OUTSIDE DURING MEMORIAL AND LABOR DAY WEEKENDS.**

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

**Section 1.** That subsection I of section 9-7-6, entitled "Exemptions" be amended by deleting the language stricken and adding the underlined to read as follows:

I. Outdoor Sales Days: Outdoor displays of merchandise conducted on the following Outdoor Sales Days: Memorial Day weekend including Friday through Monday and Labor Day Weekend including Friday through Monday. ~~as established by the town manager. In setting Outdoor Sales Days, the town manager shall consult with representatives of the business community to determine appropriate dates. At least thirty (30) days before setting Outdoor Sales Days each year, the town manager shall advise the town council of the proposed dates of such event.~~

**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 11<sup>th</sup> day of July, 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 25<sup>th</sup> day of July, 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

ATTEST:

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











# Memo



To: Breckenridge Town Council Members  
From: Jim Baird, Police Chief  
Date: 7/19/2023  
Subject: Resolution approving an amended IGA with the Summit County Communication Center

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The attached resolution, if passed by council, would approve an amended intergovernmental agreement for the operation, administration and financial support of the Summit County Communications Center.

The center recently underwent an assessment. This assessment recommended changes to the governance structure of the center. With the approval of this IGA, the center will move from having both a Policy Board and an Operations Board to a one Board of Governors model with the Town of Breckenridge Police Chief as one of the nine voting members.

1 RESOLUTION NO. \_\_\_\_

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3 Series 2023

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5 **A RESOLUTION APPROVING AN AMENDED AND RESTATED**  
6 **INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION,**  
7 **ADMINISTRATION, AND FINANCIAL SUPPORT OF THE SUMMIT COUNTY**  
8 **COMMUNICATIONS CENTER.**  
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11 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
12 BRECKENRIDGE, COLORADO:

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14 **Section 1.** That the Town Council hereby approves by Resolution an Amended and  
15 Restated Intergovernmental Agreement for the Operation, Administration, And Financial  
16 Support of the Summit County Communications Center

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

20 **Section 3.** This resolution is effective upon adoption.

21 **Section 4.** Minor changes to or amendments of the approved agreement may be made  
22 by the Town Attorney if the proposed changes or amendments do not substantially affect the  
23 consideration to be received or paid by the Town pursuant to the approved agreement, or the  
24 essential elements of the approved agreement.

25  
26 RESOLUTION APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2023.

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28 TOWN OF BRECKENRIDGE

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32 By: \_\_\_\_\_

33 Eric S. Mamula, Mayor

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35 ATTEST:

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Helen Cospolich, CMC,  
Town Clerk

APPROVED IN FORM

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Town Attorney          Date

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR  
THE OPERATION, ADMINISTRATION AND FINANCIAL SUPPORT OF THE  
SUMMIT COUNTY COMMUNICATIONS CENTER**

**This Amended and Restated Intergovernmental Agreement for the Operation, Administration and Financial Support of the Summit County 911 Communications Center (“IGA”)**, is hereby made and entered into this 31 day of July, 2023, by and between the Town of Blue River, Town of Breckenridge, Town of Dillon, Town of Frisco, Town of Silverthorne, the Board of County Commissioners (“BOCC) of Summit County (“County”), Summit County Sheriff’s Office, Summit Fire and EMS Protection District, and the Red, White and Blue Fire Protection District, and hereinafter severally referred to by name or collectively as the ”Participating Members”, for the operation, administration and financial support provision of the Summit County 911 Communications Center, hereinafter referred to as “SCCC”, in exchange for the continuation of SCCC services, subject to the following provisions:

**WITNESSETH:**

**WHEREAS**, Participating Members entered into an Intergovernmental Agreement on January 1, 2002, establishing a consortium and covenants for the operation, administration, and financial support of the Summit County Communications Center (“SCCC”). (See Addendum A, Amended Intergovernmental Agreement for the Operation, Administration and Financial Support of the Summit County Communications Center, May 18, 2010).

**WHEREAS**, the Participating Members in the performance of their governmental functions, do furnish fire, emergency medical services, and law enforcement protection or other public safety services to the residents and visitors within the boundaries of their respective service areas, and

**WHEREAS**, the Participating Members are severally authorized to maintain and operate radio communications systems for the transmission and dispatching of messages relating to fire, emergency medical services, law enforcement protection or other public safety services, and engage in the dispatching of public safety and emergency vehicles and services to citizens and residents in need from their own organizations, as well as from other public or private entities providing public safety services (hereinafter referred to as “**Services**”); and,

**WHEREAS**, such Services to date have been provided to all the Participating Members by the SCCC as a County Department under shared direction and supervision of Summit County Government, the SCCC Policy Board, and the SCCC Operations Group; and

**WHEREAS**, the parties hereto desire to update the current agreement to reflect current practices; and

**WHEREAS**, pursuant to the provisions of Section 29-1-201, et seq., Colorado Revised Statutes, as amended and Article XIV of the Constitution of the State of Colorado, each of the Participating Members is legally authorized to cooperate and contract with the others for the purpose of providing, on an intergovernmental basis, any function, service or facility authorized to it, including without limit the sharing of costs and incurring of debt, and further including authority to provide for the joint exercise of such function, service or facility; and

**WHEREAS**, the Participating Members do hereby severally and collectively determine and declare that this IGA is necessary, proper and convenient for the continued fostering and preservation of the public peace, health and safety.

**NOW, THEREFORE**, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, each covenanting to and with each other jointly and severally, as herein set forth, IT IS AGREED UPON as follows, to-wit:

### **ARTICLE I – TERM AND EFFECT**

1. **Effect of IGA.** Except as expressly provided herein, this Amended and Restated IGA shall replace and supersede all prior agreements of any kind between all or any of the Participating Members and any or all other Participating Members hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of services by the SCCC.
2. **Term.** The initial term of this IGA shall commence on July 1, 2023, and expire on December 31, 2027. Upon the expiration of the initial term, the IGA shall automatically renew for an additional five (5) year renewal term and will automatically renew for additional five (5) year terms thereafter, subject to the provisions of “Article V, Default, Termination & Withdrawal”,

### **ARTICLE II – SUMMIT COUNTY 911 COMMUNICATIONS CENTER**

1. **Board of Directors Governance of the SCCC and Summit County 911 Communication Center Director.**
  - a. Board of Governors (“the Board”) shall directly govern the SCCC, as such entity is described and empowered below.
  - b. The Board’s purposes include the following:

- i. To maintain consolidated public safety communications services,
    - ii. To continuously improve fire, medical aid, and law enforcement service communications within the Participating Members' service areas,
    - iii. To provide consolidated emergency telephone, radio, and alarm communications services for Participating Members,
    - iv. To establish and maintain such services that will be of substantial benefit to the citizens of the service areas and the public in general.
  - c. The Board shall be comprised of the following nine (9) positions representing each Participating Member:
    - i. Summit County Manager
    - ii. Summit County Sheriff's Office, Sheriff
    - iii. Town of Blue River, Chief of Police
    - iv. Town of Breckenridge, Chief of Police
    - v. Town of Dillon, Chief of Police
    - vi. Town of Frisco, Chief of Police
    - vii. Town of Silverthorne, Chief of Police
    - viii. Red, White and Blue Fire, Fire Chief
    - ix. Summit Fire and EMS, Fire Chief
  - d. The term length for all the Board members shall be perpetual for the term of this IGA.
  - e. A majority of the appointed Board members or their designee will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this IGA and/or applicable law requires otherwise, majority vote of a quorum is necessary to decide any question before the Board.
  - f. Board meetings are subject to the Colorado Open Meeting Act and all other laws of the State of Colorado.
  - g. Regular meetings of the Board will be held at least monthly at such day, time, and place as determined by the Board. Subject to applicable law, special meetings may be called by the chairperson as needed and within seven days after receiving a request from two or more members of the Board. Subject to applicable law, the Board has the authority to cancel or

reschedule a regularly scheduled meeting should there be no business to conduct or if a quorum is unable to be established.

- h. Each Board member will be entitled to an equal vote in all Board decisions.
- i. The specific duties and responsibilities of the Board, in addition to those general duties and authorities discussed above, are as follows:
  - i. Establish and adopt by-laws governing the functional aspects of the Board.
  - ii. Define and establish necessary Operational Workgroups representing the areas of law enforcement, fire, and emergency medical services for technical and operational support of the Board, the 911 Director and SCCC.
  - iii. Make decisions regarding the Summit County 911 Communication Center Director (911 Director) including: hiring, performance evaluation, and discipline, up to and including termination, provided such decisions are made in accordance with and subject to all applicable County personnel policies and procedures.
  - iv. Provide direction for the 911 Director related to SCCC operations and services.
  - v. Conducting yearly performance evaluations of the 911 Director subject to all applicable County personnel policies and procedures.
  - vi. Approve and recommend an annual budget, developed by the 911 Director, in partnership with other County staff as needed, to the Summit County Board of County Commissioners (“BOCC”) for final BOCC approval and/or modification.
  - vii. Define service level agreements (“SLAs”) related to the delivery of services by the 911 Director and SCCC
  - viii. Provide oversight and approval of policies and standard operating procedures (“SOPs”) of the SCCC,
  - ix. Provide oversight of operational goals and guidelines for the SCCC.
  - x. Report regularly to the member agencies of the SCCC.
  - xi. Serve in the capacity as the E911 Authority Board.
  - xii. Evaluate the SCCC Payment Calculation Formula (as such term is defined in Paragraph 3 of Article III) as part of the budget process, and make recommendations to the BOCC regarding said formula, as an element of the overall budget process, based upon such evaluations.
  - xiii. Make determinations regarding the definition of emergency services and the fees for such services.

## 2. **Summit County 911 Director**

- a. The 911 Director shall be a full-time employee of County and bound by all policies and guidelines of Summit County Government.
- b. The 911 Director will have a dual reporting relationship:
  - i. Reporting to the Board on all aspects related to the general operational policies and functions of the SCCC governed by this IGA.
  - ii. Reporting to County management regarding any matters related to the day-to-day administrative and personnel function governed by County policies and procedures.
- c. The 911 Director will operate and manage the SCCC, supervise the SCCC services, and serve as the operational head for the SCCC subject to the direction and oversight of the Board.
- d. The 911 Director will be responsible for delivering SCCC services to meet Service Level Agreements (SLAs) as defined and approved by the Board. The 911 Director will also be responsible for negotiating and meeting any individual Participating Member SLAs required.
- e. Subject to the terms and conditions contained in this IGA, and in accordance with and subject to all applicable County policies and procedures, the 911 Director will be responsible for all day-to-day operations, administration, and personnel functions of the SCCC, including dispatching, record-keeping, communications, and other SCCC functions subject to and in accordance with the SCCC's SOPs.
- f. Subject to the terms and conditions contained in this IGA, and subject to Board approval, the 911 Director will be responsible for all SCCC specific technology selections and implementations, with support from Participating Members as required,
- g. The 911 Director will perform financial and administrative functions of SCCC including the following:
  - i. Contracting, employing, and supervising all personnel assigned to and/or employed by SCCC, including, without limitation, hiring, firing, disciplining, and all other SCCC employment decisions, provided such decisions are made in accordance with and subject to all applicable County personnel policies and procedures.
  - ii. Managing and supervising all contractors assigned SCCC duties.

- iii. Except as expressly provided otherwise by this IGA, SCCC personnel will report to the 911 Director.
- iv. Incurring expenses in accordance with this IGA and subject to the SCCC's Board-approved budget.
- v. Expending funds in accordance with SCCC's Board-approved budget and County purchasing policies.
- vi. Providing (or causing to be provided) all technology, personnel administration, financial, insurance, legal advice, management, and facilities services and support related SCCC services and functionality in accordance with this IGA, the approved SCCC budget, and partnership with the Board and County Management
  - The 911 Director working with the Board and County Department Directors and Management will determine the manner in which support services are delivered to and/or managed by the SCCC.
- vii. Coordinate with the County Finance Department on the billing and collecting from each Participating Member its share of the cost of SCCC's operations as provided in this IGA and the approved annual budget of SCCC.
- viii. Provide the audit, accounting for, receipt, and custody of SCCC funds and expenditures in the form of a monthly budget report to the Board, which will include a full report on operating expenses, fund balances, and capital project expenditures.
- ix. Attend all meetings of the Board and provide the Board assistance and advice when requested.

**3. SCCC is a County Department.**

- a. The SCCC shall remain a department of the Summit County Government.
- b. The SCCC shall be administered and supervised by the 911 Director.
- c. All persons employed by the SCCC, including the 911 Director, shall remain as County employees, subject to all County personnel policies and procedures, and eligible for all County employee benefits available to like employees.
- d. Employment actions for the 911 Director will be conducted by the County, at the request and recommendation of the Board.
- e. Employment actions for all SCCC employees excluding the 911 Director will be conducted

by the County at the recommendation of the 911 Director, in accordance with all County policies and procedures.

- f. The financial and budgetary process for the SCCC shall, at all times, for the duration of this IGA, follow County policy and procedure regarding such matters.
- g. The SCCC operational center is located in the Summit County Emergency Services Building, 0227 County Shops Road, within the Summit County Library and Service Center Planned Unit Development area (“County Commons PUD”).
- h. The County shall provide defined overhead services for the SCCC (“Support Services”), including payroll administration, legal services, information systems services, and building and grounds support, as provided for herein.

### **ARTICLE III – ANNUAL OPERATIONS CHARGES FOR SERVICES**

1. The Participating Members hereby agree to the payment of an allocated annual share of the overall budgeted operating costs of the SCCC, which shall include but not be limited to the costs of salaries and fringe benefits for employees, telephones, supplies, utilities, maintenance, insurance premiums and deductibles, and any other expenses related to the efficient operation and administration of the communications center. Such payment obligation (“Annual Operations Payment”) shall be assessed annually to each Participating Member, based on a proposed budget for each fiscal calendar year (“Proposed Budget”). Said Proposed budget, and accordingly Annual Operations Payment for each Participating Member, may be modified from time to time to reflect the actual operating costs of the SCCC, as provided herein.
2. Participating Members for every fiscal and calendar year of the term of this IGA shall reimburse Summit County for their pro rata share of the total operating expenses of the SCCC, in accordance with and through the application of the SCCC Annual Operations Payment Process (AOPP), as modified from the original 2002 agreement payment process as specified below.
3. An Annual Operations Payment (“AOP”) shall be determined by the Board and calculated on an annual basis in accordance with the following guiding principles. Modifications to this formula must be adopted by the amendment of this Agreement.

- a. All Participating Members shall pay an allocated share of the Direct Overhead Base Rate as defined by the Board, and summarized in the proposed budget, unless such participation is specifically exempted or reduced for an agency by the Board due to hardship or minimal SCCC use, as evidenced in the SCCC's incident/audit record.
  - b. Prior to calculating the AOP for each Participating Member any funding budgeted by the County from the applicable ballot measures for foundational support, which remains after funding the Capital Expenditure Budget (see Article IV Paragraph 6), or any funding source independent of the Participating Members will be applied to the proposed budget.
  - c. Prior to calculating the AOP the Board has the authority to apply any existing fund balance to the proposed budget, in accordance with any funding limitations established previously.
  - d. After netting out the Direct Overhead Base Payments and any other participation revenues, Participating Members' remaining AOP shall be calculated using their annual percentage of use for incident processed for the agency during the fiscal and calendar year, using data two years prior to the subject proposed budget.
4. The AOP for each Participating Member shall initially be based off the Proposed Budget. Nevertheless, the actual operations costs of the SCCC shall at all times reflect the actual SCCC operations budget. Accordingly, the Proposed Budget, and the initial estimate of each Participating Member's AOP, may be subject to modification through the proper budget modification process.
  5. All payments due by each Participating Member pursuant to the provisions of this Article III to the IGA shall be collected quarterly, with said payments due on the first day of the first month of each quarter (i.e., January 1, April 1, July 1, and October 1). Notification of the estimated Percentage of Use payments due from each Participating Member for the ensuing fiscal and calendar year shall be distributed as early as practicable of the prior year, based off the Proposed Budget for that ensuing year.
  6. The County shall define the kind and level of County overhead services for the SCCC and charges for such services, if any, to be allocated to the SCCC, using the most recent cost allocation study commissioned by the County as a basis and in accordance with standard County policies and procedures.

## ARTICLE IV – CAPITAL EXPENDITURE BUDGET

1. Capital expenditures shall be budgeted as part of the SCCC general operating budget (“Capital Expenditure Budget). Capital expenditures will be divided into three categories within the operating budget:
  - a. A category for General Capital, which is defined as capital expenditures that benefit or impact all Participating Members.
  - b. A category for Law Enforcement Capital, which is defined as capital expenditures that only benefit or impact the Participating Member of law enforcement, consisting of Summit County Sheriff’s Office, Town of Blue River, Town of Breckenridge, Town of Dillon, Town of Frisco, and Town of Silverthorne.
  - c. A category for Fire/EMS Capital, which is defined as capital expenditures that only benefit or impact the Participating Members of fire/EMS, consisting of Red, White, and Blue Fire Protection District and Summit Fire and EMS Protection District.
  - d. The Board will be responsible for determining the appropriate categorization of each capital item with support from the 911 Director.
  
2. A five-year rolling Capital Expenditure Plan will be defined and updated each year by the Board with support from the 911 Director.
  
3. The overall Capital Expenditure Budget of the SCCC shall be calculated based on the expenditures defined in the Capital Expenditure Plan.
  
4. Each budgeted expense in the Capital Expenditure Budget will be categorized into one of the three Capital Expenditure Fund categories as defined in Paragraph 1 of Article IV.
  
5. Funds from the Capital Expenditure Budget will be expended in accordance with the subject fiscal year approved SCCC operating budget as defined in the Capital Expenditures Plan determined by the Board with support from the 911 Director, and approved by the BOCC.
  
6. Funding for General Capital expenditures will first use any funding budgeted by the County from the applicable ballot measures for foundational support or any funding source independent of the Participating Members before any Participating Member contribution is calculated.
  
7. In the event that funding independent of the Participating Members will not cover the total of budgeted

General Capital expenditures or if a capital expenditure is categorized as Law Enforcement or Fire/EMS Capital the following contribution formulas will apply:

- a. General Capital expenditures contributions will be determined by using an annual percentage of use. This shall be calculated for each Participating Member utilizing the SCCC services based on the total number of incidents processed for that agency by the SCCC during the most recent complete fiscal year prior to the subject fiscal year, divided by the aggregate number of incidents processed by the SCCC in total during the most recent complete fiscal year. The Board may adopt modifications to this formula.
  - b. Law Enforcement Capital expenditures contributions will be determined by using a percentage of total population. This shall be calculated for each Law Enforcement Participating Member utilizing the most recent United States Census Bureau national census data. Based on this data the total population of each individual entity and all entities combined shall be determined, and then a percentage of said total population shall be established for each governing entity represented by the Law Enforcement Participating Members. For purposes of this agreement the Sheriff's Office population shall be deemed to be the population of unincorporated Summit County. The Board may adopt modifications to this formula.
  - c. Fire/EMS Capital expenditures contributions will be determined by using an annual percentage of use. This shall be calculated for each Fire/EMS Participating Member utilizing the SCCC services based on the total number of incidents processed for that agency by the SCCC during the most recent complete fiscal year prior to the subject fiscal year, divided by the aggregate number of incidents processed by the SCCC in total for all Fire/EMS Participating Members during the most recent complete fiscal year. The Board may adopt modifications to this formula.
8. Modifications to the Capital Expenditure Budget, in terms of monetary obligations, as well as the contribution formula, may be recommended by the Board as deemed appropriate. Said Capital Expenditure Budget, and accordingly the Capital Expenditure contributions for each Participating Member, may therefore be subject to modification from time to time in accordance with the same policies and procedures as set forth for the Annual Operations Payment in Article III above.
  9. Capital expenditure payments for each Participating Member shall be made quarterly, in accordance

with the schedule for payment set forth for the operations costs in Article III above.

## **ARTICLE V – DEFAULT, TERMINATION & WITHDRAWAL**

1. **Notice of Default.** In the event any Participating Member fails to pay its share of the operating costs when due, or otherwise default under its obligations per this IGA, the Board shall cause written notice of default to be given to the defaulting Participating Member’s legislative body or other authority that approved this IGA. The notice shall include a statement of the SCCC’s intention to suspend performance of SCCC Services under this IGA as to such Participating Member in default unless such default is cured within twenty (20) days from the date of such notice. Such notice shall set forth the nature of the default in reasonable detail and shall specify the required action to cure the default. The Board is authorized to provide additional time for the cure of a default.
  
2. **Suspension of Performance.** Upon failure to timely cure a default, performance of SCCC Services under this IGA shall be suspended by the Board, as to the defaulting Participating Member.
  
3. **Emergency SCCC Services.** Notwithstanding anything above to the contrary, said suspension of performance of SCCC Services under this IGA shall not include any suspension of performance of “Emergency Services” by the SCCC, as such term is defined by the Board, for the defaulting Participating Member. Said Emergency Services shall continue to be performed by the SCCC for the defaulting Participating Member, and the Board shall invoice the defaulting Participating Member for such emergency services at a rate as determined to be appropriate by the Board, for the duration of such suspension. All parties hereto concur that such invoices shall be considered a good and valid debt for the payment of services provided, which may be collected and/or assigned through all available legal and equitable means.
  
4. **Termination.** If, after default under this IGA which necessitates a suspension of performance of SCCC services as provided above, any defaulting Participating Member that continues to fail to correct any default under the performance of this IGA for an additional period of three months, the Board may provide said defaulting Participating Member with a notice of intention to terminate the IGA with respect to said defaulting Participating Member upon the end of the current fiscal and calendar year. Such termination shall effectively eliminate any and all rights the defaulting Participating Member may have to rely on the provision of any SCCC services, including without limit all emergency services as defined herein. Any SCCC assets that were partially or fully purchased with that Participating Member’s funding shall stay with the SCCC. The defaulting Participating Member will receive no

repayment for any moneys, which were expended for the purchase of such assets under this IGA as such agreement now stands or may be amended from time to time.

5. **Withdrawal.** If a Participating Member wishes to withdraw from the SCCC, a one-year written notice must be submitted to the Board stating such intentions. Any SCCC assets that were partially or fully purchased with that Participating Member's funding shall stay with the SCCC. The withdrawing Participating Member will receive no repayment for any moneys, which were expended for the purchase of such assets under either this IGA as such agreement now stands or may be amended from time to time.
6. **Survival of Agreement.** Notwithstanding anything herein to the contrary, Participating Members understand and agree that all terms and conditions for this IGA shall remain in full force and effect regardless of a Participating Member's withdrawal or termination.

#### **ARTICLE VI – GENERAL PROVISIONS**

1. **Waiver.** The failure of any Participating Member to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.
2. **Appropriation of funds.**
  - a. Notwithstanding anything herein to the contrary, the obligations of each individual Participating Member under this IGA shall be subject to an annual appropriation, by that Participating Member's governing body, of funds sufficient to meet those obligations provided by this IGA. In the event that sufficient funds are not so appropriated by a Participating Member, as required by this IGA, this Agreement may be terminated by either said Participating Member or the Board as to said Participating Member.
  - b. Nevertheless, no Participating Member shall be permitted to terminate or withdraw from this IGA prior to the end of a fiscal or calendar year due to such non-appropriation of funds, and in no circumstances shall any portion of any type of contribution of the Participating Member failing to so appropriate sufficient funds be returned or pro-rated due to such non- appropriation.
  - c. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

3. **Notice.** Any notice or communication given pursuant to this IGA shall be given in writing, either in person or by certified mail, return receipt requested to the addresses listed in **Addendum B, Notification and Contact Information**, to this IGA, which is subject to modification from time to time. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Any Participating Member may change the address to which notices, requests, consents, approvals, written instructions, reports, or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph.

4. **No Benefit to Inure to Third Parties.** This IGA does not, and shall not be deemed to, confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against any Participating Member because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
5. **Modifications.** No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is first considered and recommended for approval by the Board at a formal Board meeting, and then adopted in writing and duly executed by a three quarters (75%) majority of the Participating Members.
6. **Agreement.** This IGA constitutes the entire agreement and understanding between the Participating Members on the subject matter hereof and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.
7. **Benefit.** This IGA shall be binding upon and shall inure to the benefit of the parties hereto, their successors or assigns.
8. **Severability.** All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.
9. **Governmental Immunity.** No Participating Member hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections

provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or any other privilege or immunity provided by law.

10. **Attorney's Fees.** If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.
11. **Applicable Law.** This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
12. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.
13. **Indemnity.** All actions or omissions by any Participating Member, and/or its designated representative, in the course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Board, shall be insured by the insurance policies and coverage to be obtained by Summit County for the SCCC and made a part of the total operating costs of the SCCC. However, any and all actions or omissions by any Participating Member, and/or its designated representative, outside of the proper course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Board (hereinafter referred to as “non- authorized acts or omissions”), shall be the sole responsibility of the Participating Member, and/or its designated representative. Accordingly, each Participating Members hereto shall, without waiving governmental immunity, fully indemnify, to the extent permissible under Colorado law, for all injuries to person or property as are directly or indirectly caused by any such non-authorized acts or omissions of that Participating Member or a representative of such Participating Member, which result in any damages, claims, costs or liability of any manner, including without limit reasonable attorney’s fees, each and every other Participating Member, and the SCCC as an entity.
14. **Insurance.** Regardless of the obligation for the SCCC to carry all proper and necessary insurance to provide appropriate coverage for its operations, all Participating Members shall also be required to maintain insurance coverage (through such policy or means determined appropriate by each Participating Member) at a minimum of the limits for liability set forth by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.
15. **Hold harmless.** Each Participating Member shall hold harmless the SCCC, its officers, employees, and agents against the loss of any service due to circumstances beyond the control of the SCCC. Such

agreement shall extend to the Board, and the Summit County Government as well.

16. **Individual obligations.** Each Participating Member is required to carry out and perform all the obligations of a Participating Member under this IGA independently of the actions of any and all other Participating Members. No Participating Member shall be responsible or liable for the failure of any other Participating Member to perform its obligations herein.

## **ARTICLE VII – FUTURE CONTRACTS BY THE SCCC FOR COMMUNICATIONS SERVICES**

It is agreed by and between the Participating Members that the SCCC may be in a position to furnish radio communications services to other governmental, quasi-governmental, or non- governmental entities, and in this regard, the Participating Members hereby expressly agree and consent that any such contract or agreement for the provision of services to such other entities and the SCCC shall be either through amendment to this IGA, or through a separate document on the same terms and condition as this IGA, including the formula used for annual cost calculations, as well as any other terms and conditions that the Board may deem appropriate which are not inconsistent with this IGA, do not lessen the service to, or increase the charges due from the other Participating Members. Notwithstanding the foregoing, Participating Members all acknowledge that certain governmental entities, at a maximum threshold of service demand as set by the Board, may potentially opt to forego participating membership into the SCCC per this agreement, and instead contract with the SCCC for services.

Addendum A  
Amended Intergovernmental Agreement for the Operation, Administration  
and Financial Support of the Summit County Communications Center  
May 18, 2010



**AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION,  
ADMINISTRATION AND FINANCIAL SUPPORT OF THE SUMMIT COUNTY  
COMMUNICATIONS CENTER**

**This Intergovernmental Agreement For The Operation, Administration And Financial Support Of The Summit County Communications Center (“IGA”)**, is hereby made and entered into this 18th day of May, 2010, by and between the Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne, the Summit County Government, the Lake Dillon Fire Protection District, the Red, White and Blue Fire Protection District, the Copper Mountain Consolidated Metropolitan District, and the Lower Blue Fire Protection District (collectively referred to herein as the “Special Districts”) , each being a political subdivision and a governmental entity within the boundaries of the County of Summit, State of Colorado, and hereinafter severally referred to by name or collectively as the ”**Participating Members**”, for the operation, administration and financial support provision of the Summit County Communications Center, hereinafter referred to as “**SCCC**”, in exchange for the continuation of SCCC services, subject to the following provisions:

**WITNESSETH:**

**WHEREAS**, Participating Members entered into an Intergovernmental Agreement on January 1, 2002 establishing a consortium and covenants for the operation, administration and financial support of the Summit County Communications Center (See Addendum A, *Intergovernmental agreement for the operation, administration and financial support of the summit county communications center*, January 1, 2002).

**WHEREAS**, the Participating Members in the performance of their governmental functions, do furnish fire and/or police protection and other public safety services to the citizens and residents within the boundaries and areas of their respective service areas, and

**WHEREAS**, the Participating Members are severally authorized to maintain and operate radio communications systems for the transmission and dispatching of messages relating to fire and/or police protection and other public safety services, and engage in the dispatching of public safety and emergency vehicles and services to citizens and residents in need from their own organizations, as well as from other public or private entities providing public safety services (hereinafter referred to as “Services”); and,

**WHEREAS**, such Services to date have been provided to all the Participating Members by the SCCC as a Department under the direct control and supervision of the Summit County Government; and

**WHEREAS**, the parties hereto desire to update the current agreement to reflect current practices; and

**WHEREAS**, pursuant to the provisions of Section 29-1-201, et seq., Colorado Revised Statutes, as amended and Article XIV of the Constitution of the State of Colorado, each of the Participating Members is legally authorized to cooperate and contract with the others for the purpose of providing, on an intergovernmental basis, any function, service or facility authorized to it, including without limit the sharing of costs and incurring of debt, and further including authority to provide for the joint exercise of such function, service or facility; and

**WHEREAS**, the Participating Members do hereby severally and collectively determine and declare that this IGA is necessary, proper and convenient for the continued fostering and preservation of the public peace, health and safety.

**NOW, THEREFORE**, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, each covenanting to and with each other jointly and severally, as herein set forth, IT IS AGREED UPON as follows, to-wit:

## **ARTICLE I – TERM AND EFFECT**

1. **Effect of IGA.** Except as expressly provided herein, this IGA shall replace and supersede all prior agreements of any kind between all or any of the Participating Members and any or all other Participating Members hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of services by the SCCC.
2. **Term.** The initial term of this IGA shall commence on January 1, 2011 and expire on December 31, 2015. Upon the expiration of the initial term, the IGA shall automatically renew for an additional five (5) year renewal term and will automatically renew for additional five (5) year terms thereafter, subject to the provisions of “Article V, Default, Termination & Withdrawal”.

## **ARTICLE II – COMMUNICATIONS CENTER**

1. **SCCC is a County Department.**
  - a. The SCCC shall remain a department of the Summit County Government.
  - b. The SCCC shall be administered and supervised by the SCCC Communications Director, or otherwise designated by the County. All persons employed by the SCCC, including the Communications Director, shall remain as Summit County Government employees, subject to all Summit County personnel policies and procedures, and eligible for all Summit County employee benefits available to like employees.
  - c. The financial and budgetary process for the SCCC shall, at all times for the duration of this IGA, also follow Summit County policy and procedure regarding such matters.
  - d. The SCCC operational center is located in the Summit County Emergency Services Building, 0227 County Shops Road, within the Summit County Library and Service Center Planned Unit Development area (“County Commons PUD”).
  - e. The Summit County Government shall provide defined overhead services for the SCCC (“Support Services”), including payroll administration, legal services, information systems services, and building and grounds support, as provided for herein.

2. **Policy Board Governance of the SCCC.**

- a. Notwithstanding the foregoing, the SCCC Policy Board (“Policy Board”) shall directly govern the Summit County Communications Center, as such entity is described and empowered below. The Policy Board shall make all decisions regarding hiring, supervision, and discipline, up to and including termination, of the Communications Director, provided such decisions are made in accordance with and subject to all applicable Summit County personnel policies and procedures.
- b. The Policy Board shall be comprised of the following individuals:
  - i. Summit County Manager
  - ii. Breckenridge Town Manager
  - iii. Dillon Town Manager
  - iv. Frisco Town Manager
  - v. Silverthorne Town Manager
  - vi. Red, White and Blue Fire Chief
  - vii. Lake Dillon Fire Chief
  - viii. Assistant Summit County Manager

The term length for all Policy Board members shall be perpetual for the duration of this IGA.

- c. The specific duties and responsibilities of the Policy Board, in addition to those general duties and authorities discussed above, are as follows:
  - i. Develop and recommend an annual budget to the Summit County Board of County Commissioners (“BOCC”) for final BOCC approval and/or modification;
  - ii. Oversight and approval of policies and procedures of the SCCC
  - iii. Oversight of operational goals and guidelines for the SCCC
  - iv. Report regularly to the member agencies of the SCCC
  - v. E911 Authority Board
  - vi. Evaluate the SCCC Payment Calculation Formula (as such term is defined in Paragraph 3 of Article III) as part of the budget process, and make recommendations to the BOCC regarding said formula, as an element of the overall budget process, based upon such evaluations.
  - vii. Make determinations regarding the definition of emergency services and the fees for such services, in consideration of the recommendations made by the Operations Group (as such term is defined in Paragraph 3(a) of this Article below) on such issues, as contemplated in Article V herein.

3. **Operations Group oversight and assistance with SCCC operations.**

- a. An Operations Group (“Ops Group”) shall be established to assist with the development of day-to-day SCCC operating policies and procedures, and to provide assistance and oversight, as needed, for the day-to-day SCCC operations.
- b. The Ops Group shall be comprised of the head of each Participating Member agency that participates in the funding of the SCCC, and the Communications Director. No other agency representative may be a member of the Ops Group, unless expressly approved in advance by the Policy Board.
- c. The Ops Groups shall set and maintain its own by-laws, policies and procedures related to the conduct of meetings, standards for members, and all other internal matters, provided such policies and the like in no way interfere with the express duties of the Ops Group set forth herein, and further refrain from the interference or abrogation of any duties or powers granted to the Policy Board herein.
- d. Term length for each Ops Group member is perpetual, as long as their agency remains in compliance with the terms and conditions of this IGA.
- e. The Ops Group shall assume and carry out the following duties and responsibilities:
  - i. Recommend day-to-day operating policies and procedures
  - ii. Work regularly with the Communications Director to develop operational protocols
  - iii. Work with the Communications Director to make budget recommendations to the Policy Board
  - iv. Oversee NCIC/CCIC computer system. Only those members who work within the criminal justice system shall resolve any issue directly related to NCIC/CCIC.
  - v. Recommend to the Policy Board a definition of emergency services, to be provided to defaulting Participating Members despite such default, in accordance with the provisions of Article V herein.
  - vi. Recommend to the Policy Board an appropriate rate of compensation for services provided to (1) those entities contracting with the SCCC for limited services, as well as (2) any and all Participating Members in default still receiving emergency services from the SCCC.
  - vii. Provide written comments regarding the performance of the Communications Director, as appropriate, to the Policy Board for formal consideration during the Communications Director’s appraisals.

**ARTICLE III – ANNUAL OPERATIONS CHARGES FOR SERVICES**

1. The Participating Members hereby agree to the payment of an allocated annual share of the overall operating costs of the communications center, which shall include but not be limited to the costs of salaries and fringe benefits for employees, telephones, supplies, utilities, maintenance, insurance premiums and deductibles, and any other expenses related to the efficient operation and administration of the communications center. Such payment obligation

(“Annual Operations Payment”) shall be assessed annually to each Participating Member, based on a proposed budget for each fiscal calendar year (“Proposed Budget”). Said Proposed budget, and accordingly Annual Operations Payment for each Participating Member, may be modified from time to time to reflect the actual operating costs of the SCCC, as provided herein.

2. Participating Members for every fiscal and calendar year of the term of this IGA shall reimburse Summit County for one hundred percent (100%) of the total operating expenses of the SCCC, less the share allocated to the County in accordance with and through the application of the SCCC Annual Operations Payment Process (AOPP), which is modified here from the original 2002 agreement (See Addendum A, *Intergovernmental agreement for the operation, administration and financial support of the summit county communications center*, January 1, 2002), and set forth below, and subject to future modification by the Policy Board as provided herein:
3. An Annual Operations Payment (“AOP”) shall be determined by the Policy Board and calculated on an annual basis in accordance with the following guiding principles. Modifications to this formula may be adopted by the Policy Board.
  - a. All Participating Members shall pay an allocated share of the Direct Overhead Base Rate as defined by the Policy Board, and summarized in the proposed budget, unless such participation is specifically exempted or reduced for an agency by the Policy Board due to hardship or minimal SCCC use, as evidenced in the SCCC’s incident/audit record.
  - b. After netting out the Direct Overhead Base Payments and any other participation revenues, Participating Members’ remaining AOP shall be calculated using their annual percentage of use for incident/audits processed for the agency during the fiscal and calendar year, using data two years prior to the subject proposed budget.
4. The AOP for each Participating Member shall initially be based off the Proposed Budget. Nevertheless, the actual operations costs of the SCCC shall at all times reflect the actual SCCC operations budget. Accordingly, the Proposed Budget, and the initial estimate of each Participating Member’s AOP, may be subject to modification through the proper budget modification process.

5. All payments due by each Participating Member pursuant to the provisions of this Article III to the IGA shall be collected quarterly, with said payments due on the first day of the first month of each quarter (i.e., January 1, April 1, July 1, and October 1). Notification of the estimated Percentage of Use payments due from each Participating Member for the ensuing fiscal and calendar year shall be distributed as early as practicable of the prior year, based off the Proposed Budget for that ensuing year.
6. The Policy Board shall define the desired kind and level of County overhead services for the SCCC and charges for such services, if any, to be allocated to the SCCC, using the most recent cost allocation study commissioned by the County as a basis.

#### **ARTICLE IV – CAPITAL EXPENDITURE PARTICIPATION FUND**

1. Capital expenditures shall remain a separate Fund of the SCCC budget as prepared by the Policy Board in accordance with the applicable provisions herein (hereafter referred to as the “Capital Expenditure Budget Item”).
2. The contribution formula for the Capital Expenditure Budget Item shall be as follows:
  - a. A subgroup designated as the “County and Municipal Participating Members” shall be established, consisting of Summit County, and the Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne.
  - b. A subgroup designated as the “Special Districts/Other Participating Members” shall be established, consisting of all Special Districts and the Summit County Ambulance Service acting as Participating Members.
  - c. An annual Percentage of Use shall be calculated for each Participating Member utilizing the SCCC services based on the total number of incidents and audits processed for that agency by the SCCC during the fiscal and calendar year two years prior to the subject fiscal and calendar year, divided by the aggregate number of incidents and audits processed by the SCCC in total during the fiscal and calendar year two years prior. The Policy Board may adopt modifications to this formula.
  - d. The overall Capital Expenditure Budget of the SCCC shall be calculated as the “Total Expenditure Budget”;

- e. Each Special District/Other Participating Members shall be charged in accordance with their Percentage of Use, as applied to the “Total Expenditure Budget” for the SCCC established for that fiscal and calendar year, in order to derive the required monetary obligation for such agency.
- f. The total each Special Districts/Other Participating Member Payments shall be subtracted from the Total Expenditure Budget, to derive the “Remainder Expenditure Budget”; and
- g. The first 25% of the Remainder Expenditure Budget shall be paid for by the County and Municipal Participating Members as follows:
  - i. The population of each County and Municipal Participating Member shall be established by utilization of the appropriate records, the total population of all entities combined shall be determined, and then a percentage of said total population shall be established for each County and Municipal Participating Member;
  - ii. Each County and Municipal Participating Member shall make a payment based off the total of the 25% portion of the Remainder Expenditure Budget, multiplied by the percentage of total population prescribed to that County and Municipal Participating Member. This payment shall be called the “Expenditure Population Payment”.
- h. The remaining 75% of the Remainder Expenditure Budget shall be paid for by the County and Municipal Participating Members as follows:
  - i. The Percentage of Use of each County and Municipal Participating Member shall be multiplied by the total of the 75% portion of the Remainder Expenditure Budget, in order to determine the payment each County and Municipal Participating Member shall make.
  - ii. This payment, which is in addition to the Expenditure Population Payment, shall be referred to as the “Expenditure Use Payment”.
- i. Each County and Municipal Participating Member shall be responsible for a “Total Capital Expenditure Payment” equal to the Expenditure Population Payment plus the

Expenditure Use Payment, as such figures are calculated for each such entity in accordance with the formula set forth above.

3. Modifications to the Capital Expenditure Budget Item, in terms of monetary obligations, as well as the contribution formula, may be recommended by the Policy Board as deemed appropriate. Said budget, and accordingly the Total Capital Expenditure Payment for each Participating Member, may therefore be subject to modification from time to time in accordance with the same polices and procedures as set forth for the Annual Operations Payment in Article III above.
4. Capital expenditure payments for each Participating Member shall be made quarterly, in accordance with the schedule for payment set forth for the operations costs in Article III above.

#### **ARTICLE V – DEFAULT, TERMINATION & WITHDRAWAL**

1. **Notice of Default.** In the event any Participating Member fails to pay its share of the operating costs when due, or otherwise default under its obligations per this IGA, the Policy Board shall cause written notice to be given to the defaulting Participating Member’s legislative body or other authority that approved this IGA, of the SCCC’s intention to suspend performance of SCCC Services under this IGA as to such Participating Member in default unless such default is cured within twenty (20) days from the date of such notice. Such notice shall set forth in reasonable detail, with the nature of the default and the required action to cure the same.
2. **Suspension of Performance.** Upon failure to cure said default within the said twenty (20) days period, performance of SCCC Services under this IGA shall be immediately suspended by the Policy Board, as to the defaulting Participating Member only.
3. **Emergency SCCC Services.** Notwithstanding anything above to the contrary, said suspension of performance of SCCC Services under this IGA shall not include any suspension of performance of “Emergency Services” by the SCCC, as such term is defined by the Ops Group, for the defaulting Participating Member. Said “Emergency Services” shall continue to be performed by the SCCC for the defaulting Participating Member, and the Policy Board shall invoice the defaulting Participating Member for such emergency services at a premium rate as determined to be appropriate by the Ops Board, for the duration of such suspension. All parties hereto concur that such invoices shall be considered a good and valid debt for the payment of

services provided, which may be collected and/or assigned through all available legal and equitable means.

4. **Termination.** If, after committing default under this IGA which necessitates a suspension of performance of SCCC services as discussed above, any defaulting Participating Member continues to fail to correct any default under the performance of this IGA for an additional period of three months, the Policy Board may provide said defaulting Participating Member with a notice of intention to terminate the IGA with respect to said defaulting Participating Member upon the end of the current fiscal and calendar year. Such termination shall effectively eliminate any and all rights the defaulting Participating Member may have to rely on the provision of any SCCC services, including without limit all emergency services as defined herein. Any SCCC assets that were partially or fully purchased with that Participating Member's funding shall stay with the SCCC. The defaulting Participating Member will receive no repayment for any moneys, which were expended for the purchase of such assets under either this IGA, or the CEPF IGA, as either such agreement now stands or may be amended from time to time.
5. **Withdrawal.** If a Participating Member wishes to withdraw from the SCCC, a one year written notice must be submitted to the Policy Board stating such intentions. Any SCCC assets that were partially or fully purchased with that Participating Member's funding shall stay with the SCCC. The withdrawing Participating Member will receive no repayment for any moneys, which were expended for the purchase of such assets under either this IGA, or the CEPF IGA, as either such agreement now stands or may be amended from time to time.
6. **Survival of Agreement.** Notwithstanding anything herein to the contrary, participating Members understand and agree that all terms and conditions for this IGA shall remain in full force and effect regardless of an individual member's withdrawal or termination.

## **ARTICLE VI – GENERAL PROVISIONS**

1. **Waiver.** The failure of any party to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.
2. **Appropriation of funds.**
  - a. Notwithstanding anything herein to the contrary, the obligations of each individual Participating Member under this IGA shall be, where appropriate, subject to the annual

appropriation, by that Participating Member's governing body, of funds sufficient to meet those obligations provided herein. In the event that sufficient funds are not so appropriated by any Participating Member, as required hereunder, this Agreement may be terminated by either said Participating Member or the Policy Board as to said Participating Member.

- b. Nevertheless, no Participating Member shall be permitted to terminate or withdraw from this IGA prior to the end of a fiscal or calendar year due to such non-appropriation of funds, and in no circumstances shall any portion of any type of contribution of the Participating Member failing to so appropriate sufficient funds be returned or pro-rated due to such non-appropriation.
- c. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

- 3. **Notice.** Any notice or communication given pursuant to this IGA shall be given in writing, either in person or by certified mail, return receipt requested to the addresses listed in **Addendum B, Notification and Contact Information**, to this IGA, which is subject to modification from time to time. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Any Participating Member may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph.

- 4. **No Benefit to Inure to Third Parties.** This IGA does not, and shall not be deemed to, confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against any Participating Member because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
- 5. **Modifications.** No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is first considered and recommended for approval by the Policy Board at a formal Policy Board meeting, and then adopted in writing and duly executed by a three quarters (75%) majority of the Participating Members.
- 6. **Agreement.** This IGA constitutes the entire agreement and understanding between the Participating Members on the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.
- 7. **Benefit.** This IGA shall be binding upon and shall inure to the benefit of the parties hereto, their successors or assigns.

8. **Severability.** All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.
9. **Governmental Immunity.** No Participating Member hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or any other privilege or immunity provided by law.
10. **Attorney's Fees.** If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.
11. **Applicable Law.** This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
12. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.
13. **Indemnity.** All actions or omissions by any Participating Member, and/or its designated representative, in the course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Policy Board or Ops Group, shall be insured by the insurance policies and coverage to be obtained by Summit County for the SCCC and made a part of the total operating costs of the SCCC. However, any and all actions or omissions by any Participating Member, and/or its designated representative, outside of the proper course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Policy Board or Ops Group (hereinafter referred to as “non-authorized acts or omissions”), shall be the sole responsibility of the Participating Member, and/or its designated representative. Accordingly, each Participating Members hereto shall, without waiving governmental immunity, fully indemnify, to the extent permissible under Colorado law, for all injuries to person or property as are directly or indirectly caused by any such non-authorized acts or omissions of that Participating Member or a representative of such Participating Member, which result in any damages, claims, costs or liability of any manner, including without limit reasonable attorneys fees, each and every other Participating Member, and the SCCC as an entity.
14. **Insurance.** Regardless of the obligation for the SCCC to carry all proper and necessary insurance to provide appropriate coverage for its operations, all Participating Members hereto shall also be required to maintain insurance coverage at a minimum of the limits for liability set

forth by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.

15. **Hold harmless.** Each Participating Member shall hold harmless the SCCC, its officers, employees, and agents against the loss of any service due to circumstances beyond the control of the SCCC. Such agreement shall extend to the Policy Board, the Ops Group, and the Summit County Government as well.
  
16. **Individual obligations.** Each Participating Member is required to carry out and perform all the obligations of a Participating Member under this IGA independently of the actions of any and all other Participating Members. No Participating Member shall be responsible or liable for the failure of any other Participating Member to perform its obligations herein.

#### **ARTICLE VII – FUTURE CONTRACTS BY THE SCCC FOR COMMUNICATIONS SERVICES**

It is agreed by and between the Participating Members that the SCCC may be in a position to furnish radio communications services to other governmental, quasi-governmental, or non-governmental entities, and in this regard, the Participating Members hereby expressly agree and consent that any such contract or agreement for the provision of services to such other entities and the SCCC shall be either through amendment to this IGA, or through a separate document on the same terms and condition as this IGA, including the formula used for annual cost calculations, as well as any other terms and conditions that the SCCC may deem appropriate which are not inconsistent with this IGA, do not lessen the service to, or increase the charges due from the other Participating Members. Notwithstanding the foregoing, Participating Members all acknowledge that certain governmental entities, at a maximum threshold of service demand as set by the Policy Board, may potentially opt to forego participating membership into the SCCC per this agreement, and instead contract with the SCCC for services.

## Addendum B

### Notification and Contact Information

Red, White, and Blue Fire Protection District  
Jay Nelson  
Co-Interim Fire Chief  
316 N. Main Street/PO Box 710, Breckenridge, CO  
80424  
(970) 453-2474  
jnelson@rwbfire.org

Summit County Government  
Phillip Gonshak  
County Manager  
PO Box 68 Breckenridge, CO 80424  
(970) 453-3403

Summit County Sheriff's Office  
Jaime FitzSimons  
Sheriff  
P.O. Box 210 / 501 N. Park Avenue Breckenridge,  
CO 80424  
(970 ) 423-8934  
jaime.fitzsimons@SummitCountyCO.Gov

Summit Fire and EMS  
Travis Davis  
Fire Chief  
P.O. Box 4910 Frisco, CO 80443  
(970) 262-5100 Ext. 128  
TDavis@summitfire.org

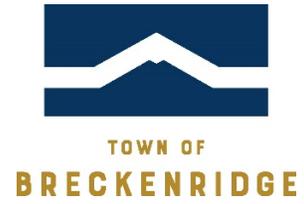
Town of Blue River  
Michelle Eddy  
Town Manager/Clerk  
0110 Whispering Pines Circle, Blue River CO  
80424  
PO Box 1784, Breckenridge  
(970) 547-0545 ext. 1  
michelle@townofblueriver.org

Town of Breckenridge  
Rick G. Holman  
Town Manager  
150 Ski Hill Rd, Breckenridge, CO 80424  
(970) 453-3171  
rickh@townofbreckenridge.com

Town of Dillon  
Cale Osborn  
Police Chief  
275 Lake Dillon Drive, PO Box 8, Dillon, CO 80435  
(970) 262-3417  
caleo@townofdillon.com

Town of Frisco  
Tom Fisher  
Town Manager  
1 Main Street, PO Box 4100, Frisco, CO 80443  
(970) 668-9123  
tomf@townoffrisco.com

Town of Silverthorne  
Ryan Hyland  
Town Manager  
601 Center Circle, Silverthorne CO 80498  
(970) 262-7319  
ryan.hyland@silverthorne.org



# Memo

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

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***DECISIONS FROM THE PLANNING COMMISSION MEETING, July 18, 2023:***

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:** None.

**CLASS C APPLICATIONS:** None.

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.



114 S. Main St.  
Redevelopment,  
114 S. Main Street



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 - remote      Steve Gerard                      Elaine Gort

### APPROVAL OF MINUTES

With no changes, the June 20, 2023, Planning Commission Minutes were approved.

### APPROVAL OF AGENDA

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

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comments.

### PRELIMINARY HEARINGS:

1. 114 S. Main Street Redevelopment (SVC), 114 S. Main Street, PL-2023-0077

Ms. Crump presented a proposal to construct a new two-story building of 5,640 sq. ft., containing commercial and restaurant uses. The following questions were asked of the Commission:

1. Is the Commission supportive of the preliminary point analysis?
2. Does the Commission have any additional comments on the proposed project design?
3. Does the Commission believe the project is ready for a final hearing?

#### *Commissioner Questions / Comments:*

Ms. Gort: I have questions about the front windows. They look a lot lower than the adjacent building's upper level. I assume that is because of the floor of the rooftop? (Ms. Crump: As long as there is separation between the upper and lower floors, there are not design guidelines that would insist the windows are at the exact same height as the neighboring buildings. But if that is a recommended change, we can take a look at it.) If you look at the front elevation, there is a large blank space above the upper-level windows. Maybe we can make the windows a little taller. (Mr. Kulick: On the lower level you are supposed to have a lower solid-to-void area and more solid on the upper level.) If you look at the two buildings next to it, upstairs their windows are way higher than the proposed building which is equal height. (Mr. Kulick: We have a design diagram of the recommended design for new construction of commercial buildings. Looking at the proposal against the template, the current design matches up very well with that standard.) Additionally, I feel like the steel kickplates below the windows do not mirror what is within our Historic District. Policy 225 talks about the use of natural materials. (Ms. Crump: The kickplates are proposed to be steel.)

Mr. Guerra makes a disclosure that the applicant architect, Suzanne Alan Sabo of Allen-Guerra Architecture is his ex-wife and business partner. However, he has no connection nor financial interest in this project. No Commissioners object to his participation in the discussion and Mr. Guerra continues.

Mr. Giller: Some of the Commissioners were concerned that the size of the windows on the ground floor were not compatible with the design standards and the surrounding buildings. This report does not speak to that. Is there a reason? (Ms. Crump: Page 4 of the report says, despite the difference in height between the windows of the neighboring building and those in the proposal, Design Standard 218 does not require the windows to be perfectly

aligned. It says that they need to reinforce the pedestrian scale. It was previously discussed that you could use a plinth to make up the window height change. These revisions do not propose that. Staff believes that it does comply with Design Standard 218, and it is not necessary for all the elements of the windows to align exactly with the adjacent buildings. The important part of the standard is that the commercial building elements are present.) So, the applicant did not adjust the windows? (Ms. Crump: It is Staff's understanding that they did not revise the windows.) We can ask the applicant, but I would like to follow up with them on adjusting the amount of glazing, the window height, and the mullions. (Mr. Kulick: We looked at it internally afterwards and compared with the diagram in the Design Standards. Staff believes the proportionality of the proposal at the lower level is in alignment with the diagram. Rather than comparing to the non-historic building to the north or even the historic building to the south, if you are looking at the amount of glazing and the overall height of the kickplate, the other two buildings have a much larger kickplate than what is depicted in the Handbook of Design Standards.)

Ms. Gort: How tall is the proposed kickplate? (Mr. Mariethoz: It is about two feet tall.)

Mr. Giller: The renderings are different scales. If I use the door as a point of reference, the kickplate and the design guidelines are larger or taller than the kickplate in the applicant's preliminary design. If I look at the ground floor glazing in totality, the scale of the mullions, the fact that every window has a transom, the face the kickplate itself is lower, the fact that there is not a base or plinth collectively, it is a lot of glass.

Ms. Propper: I wasn't clear on what the proposal does to show energy savings that exceed the IECC or SSBC minimum standards under 33 R. (Ms. Crump: An energy audit firm would rate the building based on the proposed materials, suggest a target energy rating for points before the final hearing, and then staff reviews the final energy rating after construction and prior to the CO to confirm it complies.)

**Applicant, Yves Mariethoz, Allen-Guerra Architecture:** Thank you to Sarah and Chris. We met with them after the last meeting to review the points that were discussed. We used the Town of Breckenridge sign as inspiration for the front elevation. On the front elevation, we removed a lot of the trim that we proposed previously, like the vertical pieces of wood that were out of the historical character. We also removed most of the proposed steel on the front elevation. We do have some steel along the elevation on the main floor and the upper cornice. The height was adjusted to be below the absolute building height of thirty feet. I know there was a comment about the roof deck and what is proposed. The parapet is to minimize the risks of the roof deck with a 42" railing all the way around. In the rear, we were over the maximum height and revised to comply. The upper windows are a bit lower in the elevation but look similar to other historical buildings that had space for signs above the windows. If we look at the Breckenridge Design Standard for the Conservation District on page 38, there is a sketch and you can see where the sign is located. Without a sign there, you do have a taller space above the windows. Regarding the kickplate, we still have a steel kickplate. We can change that. I don't think it's a problem if we want to have stone or something like that. Regarding the window height at the main floor, I think they are about 9' 6" right now. We slightly lowered the main floor a little bit, but we try to still keep the trim aligned with elements on each side of the adjacent buildings. We can increase the trim on the lower-level windows to make them more similar to those on the northern building. Also, once we start designing with the structural engineer, we may have to do a bit of adjustment depending on what thickness of the floor we end up having at the main floor and the roof. Maybe there is a little adjustment that can be done there for the upper-level windows. And then regarding the energy rating, we will meet with an energy auditor and we can do a highly insulated wall or R-Value in the windows to reach the required level.

**Applicant, Susanne Allen-Sabo, Allen-Guerra Architecture:** I wanted to respond to your questions, Mike. Regarding the transom, months ago, we didn't have a transom, and then I think Chris or Sarah

pointed that out to us. Hey, you must have a transom in this district, we added the transom at that point. And then because we lowered the height of the windows, I think that reduced the proportion of the glazing on the street. We also looked at raising that kickplate further but when you start raising that kickplate up, the proportion of that glass becomes less vertical, and it just does not look good. So, we felt that the two-foot kickplate with that lowered height to 9'6" made the most sense aesthetically.

Mr. Kulick: When you read Priority Design Standard 220, the first bullet says the first floor should be predominantly glass with a smaller percentage of opaque materials. First floor should include the traditional kickplate columns or blasters and sign bands, and then it says the upper-floor should be the reverse. Opaque materials should dominate; windows should be smaller, more vertically oriented openings that appear to puncture the more solid wall plane. To Sarah's earlier point, we don't have anything that says it has to line up with the next building, but from our standpoint, the design that's proposed seems to meet both the standards of 220, as well as, what the diagram shows for a traditional storefront within our handbook.

Mr. Giller: The height to width ratio of the main glazing on the ground floor is as vertical as the upper story windows. That's a matter of adjusting the transom or kickplate height. If one takes individual design criteria out of context or by themselves, sometimes they do not work as well. We have approximately 40 feet of curtain wall. Yes, it is articulated with some transoms and some windows, but that is the biggest amount of glazing on Main St. If you look at the design standards on either side, there's about a 2-foot solid, whether it's wood or stone on either side and the plinth itself is taller; I don't think they're following the design standard because they have pushed the extent, the length, the height, and the base of the glazing throughout. (Mr. Kulick: All the standards that you are mentioning are not listed under Design Standard 220. It only says that storefronts should be predominantly glass with a small percentage of opaque materials. If you look around town, the handbook shows the design from the Gold Pan Saloon which also has a very low kickplate that has a very different style window, there's a variety of storefront windows within the Downtown area. What you are saying may be of sound architectural form, but that's not what the design standard states; you're asking for a higher level of design than the standards.)

Ms. Gort: The large aluminum clad windows that look like an office building on the first floor. It might meet the code literally but it does not have a look that appears historic or matches the historic look of the surrounding buildings (Mr. Kulick: We're trying to pull it into a code based reasoning. Similar to the comments that Steve made about the mullions and the windows, our handbook says that there's a variety of window designs that are appropriate, and they show some that are divided and some that are not. There may be an overall preference for certain types of windows, or a personal style, but for setting precedent and potentially layering more criteria on there's already a lot of standards that the designers have to meet. We really need to be looking at the code versus trying to make preferences that are beyond the code.)

Mr. Guerra: No questions or comments for the applicant.

Mr. Gerard: You mentioned the side walls of the roof top are going to be 42" from the floor to the top of the wall? (Mr. Mariethoz: That is correct.) Do you have a plan for water and snowmelt onto the roof from the taller building? (Mr. Mariethoz: Right now, most of the roof is sloping towards the adjacent buildings. We will need some type of drain at the center of the roof top. We will have a thick floor system that should allow us to have a center drain that will drain the water to the side of one of the walls. We may have some type of floating tile system with a waterproof deck system underneath or something like that with a slope to address the drainage on that rooftop.) It looks to me from the drawings that

their rooftop to the north and the side wall is going to be above this roof. (Mr. Mariethoz: We match the front of the cornice with the building to the north, so you are correct that when we keep going with the slope the roof is slightly lower. We can study that a bit and the operation of the drain.) One of the things that I commented before is making sure that people are dissuaded from going from one roof to another, so maybe at the final hearing you might look at that, look at the design on the proposed rooftop next door and just see how they match up.

- Mr. Leas: What is the material on the front of the building? (Mr. Mariethoz: It is wood lap siding.) Ms. Crump: It is proposed as western red cedar and to be painted, four-inch lap siding.) There will be some corner boards and other trimming details that are not shown? (Mr. Mariethoz: That is correct. Corner trim and other detailing will have the lap siding tie into each corner.) Is it not true that those windows are adjusted so that the head of the window is not above the ceiling of the second floor? (Mr. Mariethoz: That is correct. In the graphic, you can see the floor plate and where the window is. Currently we're showing like a 20-inch-thick floor. If our Engineer tells us that we can raise, we don't need that thick of a floor system, then we could maybe raise the window in the front slightly.) The other potentially objectionable thing that people on the panel are looking at in terms of that space is just due to the fact that this cornice is not as deep as the first proposed cornice, correct? (Mr. Mariethoz: That is correct. Right now, it is about 6 inches deep. It is slightly different because before we had a larger step in the center that was making it look thick and tall. So right now, we try to keep a consistent thickness all the way across.)
- Ms. Propper: No further questions.
- Mr. Frechter: My questions have been answered.

A public comment period was opened; there were no public comments, and the period was closed.

*Final Commissioner Comments:*

- Ms. Gort: 1. I am supportive of the point analysis. 2. The upper windows need to be taller, and the kickplate detail should not be steel, and the tons of glazing on the first level can be reduced. 3. It is ready for a final hearing.
- Mr. Guerra: 1. The design is attractive. I am supportive of the point analysis. 2. I have no additional comments. 3. It is ready for a final hearing.
- Mr. Gerard: 1. The point analysis is correct. 2. I am generally pleased with the response to the comments made from last time. It is a great idea to incorporate the Town's seal in the roof form. I appreciate the simplicity in the upper windows. I understand their placement and how they do not match with the adjacent buildings and that may change based on the Structural Engineers opinion. I don't really have a problem with them. I agree with Mr. Giller and Ms. Gort about the ground floor windows. In addition to the fact that it's a lot of glazing, the aluminum mullions look cheap. They do not look as important as the building really is. A little wider mullion, maybe a different material would change the appearance. They look like a strip mall window. You came up with a great solution for the elevator to the rooftop deck. Even though I am not a fan of rooftop decks, this is much better design than the first one that came through the Commission. You have done a good job addressing our concerns. 3. We are ready for final hearing.
- Mr. Leas: 1. The point analysis is accurate. 2. The panel has thrown a lot of architectural constrictions out from our first review and the architects have done a great job of addressing each of those objections and making this a passing project. The upper deck is more contained than the previous design resulting in the floor level lowered and the windows lowered. There's a concession made for each step forward and what we've got is accumulation of many concessions that the architects have made. It's important that

this panel understands that that our function here is to look for compliance with the Design Standards; we have to be careful what we ask for. I think that we've gotten what we asked for but I think that what we've gotten is a less architecturally interesting building than what was proposed before. It's now very plain and I feel that the previous design had a lot of nice elements that are gone. 3. It's ready for final hearing.

Mr. Giller: 1. I am not supportive of the point analysis because the design doesn't comply with the intent for ground floor glazing in the 2019 Handbook of Design Standards. 2. The upper deck and cornice design is sound and complies. Though there is too much first floor glazing. 3. It could be ready for a Final Hearing with a reduction in glazing in the first-floor windows, strengthening the mullion size, and raising the kickplate height.

Ms. Propper: I appreciate the adjustments made from the last hearing. 1. I am supportive of the point analysis. 2. I do not have additional comments other than my comments about energy conservation. 3. The project is ready for a final hearing.

Mr. Frechter: I thank the applicant for making the building height and the elevator work, I thought those were clever changes in design. In Policy 211, it says the amount of facade devoted to wall surfaces compared to that devoted to openings should be compatible within the neighborhood and with the function of the building. So, we have to interpret what is a gray area. It appears the proportion of solid to glazing is very high, higher on the upper level. But perhaps it'll look better if we could see the lines of the horizontal siding in the rendering shown in the next hearing. The floor and window lines do not line up with the neighboring buildings. The first-floor windows do have shorter kickplates if you look at the three buildings, this building looks different but if you look at the whole block, there's no consistency in design. We need to think about if we really want three buildings in a row that match or do we want some variation? I thought that lining up the floor plates and windows was important but when I look at the whole block I'm okay with the windows and the floor plates not lining up. I would defer to the architects and design folks to say if the higher kickplate would look awkward, maybe we can look at both at the next hearing. When you look at the whole block, I do not think these differences are significant. The lower window framing needs to be beefed up. 1. I support the point analysis. 3. They are ready for a final hearing.

**OTHER MATTERS:**

1. Town Council Summary
2. Class D Majors, Q2 2023 (Memo Only)
3. Class C Subdivisions, Q2 2023 (Memo Only)

**ADJOURNMENT:**

The meeting was adjourned at 7:02 pm.

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Allen Frechter, 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.*

**July 2023**

<b>Tuesday, July 25th, 2023</b>	<b>Council Chambers</b>	<b>Second Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>
July 28th, 2023	30th Anniversary Celebration of the Riverwalk Center		4:00pm - 10:00pm

**August 2023**

August 3rd, 2023	Backstage Theatre Annual Gala		5:00pm - 9:00pm
<b>Tuesday, August 8th, 2023</b>	<b>Council Chambers</b>	<b>First Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>
August 11th - 20th, 2023	Throughout Town	BIFA	All Day
<b>Tuesday, August 22nd, 2023</b>	<b>Council Chambers</b>	<b>Second Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>
August 24th & 25th, 2023	CAST Conference		All Day
August 27th, 2023	Council Chambers	Senator Bennett Town Hall	4:00pm - 6:00pm
August 28th, 2023	Housing Meeting with State Legislators		9:00am - 3:00pm
August 31st, 2023	TBD	Coffee Talk followed by Mtn Bike	8:00am - 11:00am

**Other Meetings**

July 24th, 2023	Open Space & Trails Meeting	5:30pm
July 25th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
July 27th, 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
August 1st, 2023	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
August 2nd, 2023	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
August 8th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
August 9th, 2023	Breckenridge Heritage Alliance	Noon
August 10th, 2023	Upper Blue Sanitation District	5:30pm
August 15th, 2023	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
August 16th, 2023	Summit Combined Housing Authority	9:00am



## Scheduled Meetings

**Shading indicates Council required attendance – others are optional**

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

August 21st, 2023	Social Equity Advisory Commission	7:30am
August 22nd, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
August 24th, 2023	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
August 28th, 2023	Open Space & Trails Meeting	5:30pm
September 5th, 2023	Board of County Commissioners Meeting	9:00am
September 6th, 2023	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
September 12th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
September 13th, 2023	Breckenridge Heritage Alliance	Noon
September 14th, 2023	Upper Blue Sanitation District	5:30pm
September 18th, 2023	Social Equity Advisory Commission	7:30am
September 19th, 2023	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
September 29th, 2023	Breckenridge Creative Arts	Noon
October 12th, 2023	I-70 Coalition	1:00pm
TBD	Tourism Overlay District Advisory Committee Meeting	10:30am
	Transit Advisory Council Meeting	8:00am
	Water Task Force Meeting	9:30am