



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting

Tuesday, May 14, 2024, 7:00 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/83858305991> (Telephone: 1-719-359-4580; Webinar ID: 838 5830 5991).

If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - APRIL 23, 2024

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. BUILDING SAFETY MONTH PROCLAMATION

A. PROCLAMATION

VI. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2024

VII. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2024

1. *COUNCIL BILL NO. 14, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING THE SOL CENTER ROOF LEASE BETWEEN THE TOWN OF BRECKENRIDGE AND THE FAMILY INTERCULTURAL RESOURCE CENTER (FIRC)*

B. RESOLUTIONS, SERIES 2024

1. *RESOLUTION NO. 12, SERIES 2024 - A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY SUNSET COVENANT*

C. OTHER

VIII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS
- B. PLANNING COMMISSION APPOINTMENT

IX. REPORT OF TOWN MANAGER AND STAFF

X. REPORT OF MAYOR AND COUNCIL MEMBERS

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

XI. OTHER MATTERS

XII. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR MAY, JUNE AND JULY

XIII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of April 23, 2024, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Jay Beckerman, and Mayor Kelly Owens. Dick Carleton, Carol Saade and Todd Rankin were absent.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – April 9, 2024

With no changes or corrections to the meeting minutes of April 9, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there was one change to the agenda, which was to add the Mayor Pro Tem Appointment to take place after Planning Matters. Mayor Owens declared the agenda approved as amended.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened Public Comment.
With no comments Mayor Owens closed public comment.

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Lucy Kay gave a Breckenridge Tourism Office update.

VI) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2024

1) COUNCIL BILL NO. 11, SERIES 2024 - A BILL FOR AN ORDINANCE PLACING THE ENTRADA PROPERTY THAT HAS BEEN ANNEXED TO THE TOWN OF BRECKENRIDGE INTO LAND USE DISTRICT 5

Mayor Owens read the title into the minutes. Mark Truckey, Community Development Director, stated there were no changes to this ordinance from first reading.

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

Council Member Beckerman moved to approve COUNCIL BILL NO. 11, SERIES 2024 - A BILL FOR AN ORDINANCE PLACING THE ENTRADA PROPERTY THAT HAS BEEN ANNEXED TO THE TOWN OF BRECKENRIDGE INTO LAND USE DISTRICT 5. Council Member Gerard seconded the motion.

The motion passed 4-0. Council Members Carleton, Saade, and Rankin were absent.

2) COUNCIL BILL NO. 12, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REGULATE OUTDOOR IRRIGATION BY ALTERNATING DAILY WATERING SCHEDULES BY EVEN AND ODD NUMBER ADDRESSES FOR CONSERVATION PURPOSES

Mayor Owens read the title into the minutes. James Phelps, Director of Public Works, stated there were no changes to this ordinance from first reading.

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

Council Member Beckerman moved to approve COUNCIL BILL NO. 12, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REGULATE OUTDOOR IRRIGATION BY ALTERNATING DAILY WATERING SCHEDULES BY EVEN AND ODD NUMBER ADDRESSES FOR CONSERVATION PURPOSES. Council Member Gerard seconded the motion.

The motion passed 4-0. Council Members Carleton, Saade, and Rankin were absent.

3) COUNCIL BILL NO. 13, SERIES 2024 - A BILL FOR AN ORDINANCE ESTABLISHING CRITERIA FOR DETERIORATION OF LANDMARKS AND

HISTORIC STRUCTURES IN A MANNER THAT CONSTITUTES DEMOLITION BY NEGLECT

Mayor Owens read the title into the minutes. Ellie Muncy, Planner I, stated there were no changes to this ordinance from first reading.

Mayor Owens opened the public hearing.

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

Council Member Beckerman moved to approve COUNCIL BILL NO. 13, SERIES 2024 - A BILL FOR AN ORDINANCE ESTABLISHING CRITERIA FOR DETERIORATION OF LANDMARKS AND HISTORIC STRUCTURES IN A MANNER THAT CONSTITUTES DEMOLITION BY NEGLECT. Council Member Page seconded the motion.

The motion passed 4-0. Council Members Carleton, Saade, and Rankin were absent.

VII) NEW BUSINESS

- A) FIRST READING OF COUNCIL BILLS, SERIES 2024
- B) RESOLUTIONS, SERIES 2024
- C) OTHER

VIII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS

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

IX) NOMINATION AND VOTE FOR MAYOR PRO TEM

Mayor Owens nominated Council Member Dick Carleton for Mayor Pro Tem. She stated he is a longstanding Council member and is a valuable part of Town Council. No other interest was indicated.

Vote was done via ballots. Ballots were then collected and resulted in 4 votes for Dick Carleton.

Council Member Beckerman moved to approve Dick Carleton for Mayor Pro Tem. Council Member Gerard seconded the motion.

The motion passed 4-0. Council Members Saade, Rankin, and Carleton were absent.

X) REPORT OF TOWN MANAGER AND STAFF

Town Manager Shannon Haynes stated there was no report.

XI) REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC
No update
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION
No update.
- C. BRECKENRIDGE TOURISM OFFICE
No update.
- D. BRECKENRIDGE HISTORY
No update
- E. BRECKENRIDGE CREATIVE ARTS
No update.
- F. CML ADVISORY BOARD UPDATE
No update.

G. SOCIAL EQUITY ADVISORY COMMISSION
No update.

H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE
No update.

XI) OTHER MATTERS

Mayor Owens thanked talented local artist Leona Brownson for the fabulous new artwork hanging in Council Chambers.

Council Member Beckerman recognized Mayor Owens as the first woman mayor of the Town of Breckenridge and praised her hard work as former Mayor Pro Tem.

XII) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR APRIL, MAY AND JUNE

XIII) ADJOURNMENT²

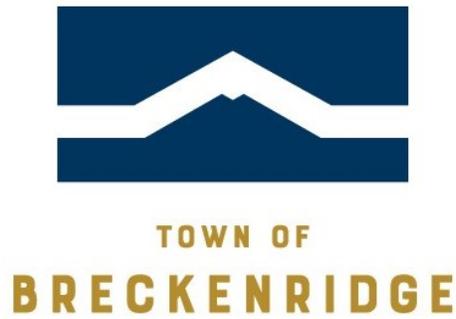
With no further business to discuss, the meeting adjourned at 7:20pm. Submitted by Tara Olson, CMC, Deputy Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor

DRAFT



BUILDING SAFETY MONTH PROCLAMATION

WHEREAS, our Town is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity, and;

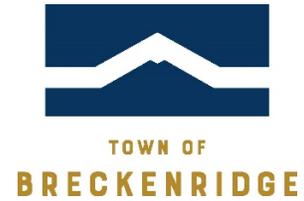
WHEREAS, "Mission Possible," the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local, and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Kelly Owens, Mayor of Breckenridge, do hereby proclaim the month of May 2024 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Adopted this 14th day of May 2024

Mayor Kelly Owens



Memo

To: Breckenridge Town Council Members
From: Aubrey Ciol, Grants Administrator
Date: 5/8/2024 (For May 14th—TC Work Session)
Subject: Town of Breckenridge and FIRC Roof Lease Agreement

The Town of Breckenridge was recently awarded a grant from the Department of Local Affairs (DOLA) to purchase and install a Solar PV system at the Sol Center, to provide energy efficient power to this new non-profit hub. In order to meet the requirements of the grant, the Town needs to enter into a lease agreement with the Family Intercultural Resource Center (FIRC) to lease the roof of the Sol Center, in order to own the Solar PV system for a period of 10 years, per DOLA's guidance.

The attached ordinance will authorize the Town Manager to enter into a 10-year agreement with FIRC to lease the roof of the Sol Center to install, and own, a Solar PV system.

Staff will be available at the May 14th meeting to answer questions.

COUNCIL BILL NO. ____

Series 2024

A BILL FOR AN ORDINANCE APPROVING THE SOL CENTER ROOF LEASE BETWEEN THE TOWN OF BRECKENRIDGE AND THE FAMILY INTERCULTURAL RESOURCE CENTER (FIRC).

WHEREAS, the FIRC owns the real property at 24 Rapid Drive in Breckenridge, Colorado; and

WHEREAS, the Town Council agrees to lease the Sol Center Roof from the FIRC for a period of ten (10) years for the purposes of installing, operating, and maintaining a Solar PV system to provide renewable energy to the building; and

WHEREAS, a proposed Lease has been prepared by the Town Attorney and reviewed by the Town Council; and

WHEREAS, Section 15.4 of the Breckenridge Town Charter provides: The council may lease, for such time as council shall determine, any real or personal property to or from any person, firm, corporation, public and private, governmental or otherwise. and;

WHEREAS, the term of the proposed Lease with the FIRC exceeds one year in length; and;

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate lease entered into by the Town that exceeds one year in length must be approved by ordinance.

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

Section 1. The Solar Panel Rooftop Lease Agreement attached hereto as **Ex. A-1**, entitled "A Lease between the Family Intercultural Resource Center and the Town of Breckenridge" is hereby approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. Minor changes to or amendments of the approved agreement may be made by the Town Attorney if the proposed changes or amendments do not substantially affect the consideration to be received or paid by the Town pursuant to the approved agreement, or the essential elements of the approved agreement.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2024.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

SOLAR PANEL ROOFTOP LEASE AGREEMENT

THIS ROOFTOP LEASE is made and entered into as of the _____ day of _____, ____ (the "Effective Date"), between Family Intercultural Resource Center ("Landlord"), and the Town of Breckenridge, a home rule municipal corporation ("Tenant").

1. DEFINITIONS

In addition to terms defined in this Lease, the following terms set forth below will be defined as follows:

- a. "Building" will mean that certain building located at 24 Rapid Drive, Breckenridge, CO 80424, currently known as the McCain Property.
- b. "Rooftop" will mean the applicable portions of the roof of the Building designated by Landlord as the space for the Solar Equipment.
- c. "Solar Equipment" will mean Tenant's solar generation facility and related equipment including wiring, cabling and other accessories used therewith for installation, operation and maintenance on the Rooftop and described on Appendix 1, attached hereto and made a part hereof.

2. LEASE TO USE AND ACCESS TO ROOFTOP; SPACE FOR INCIDENTAL EQUIPMENT.

- a. Subject to the terms and conditions contained in this Lease, Landlord hereby grants to Tenant and Tenant agrees to accept the non-exclusive right to use the Rooftop and an area in the building for any incidental equipment necessary for operation of the Solar Equipment for the installation, operation and maintenance at Tenant's sole cost and expense, of the Solar Equipment. Throughout the Term of the Lease, as described below, Landlord hereby grants Tenant a license to access the Building, including all elevators, stairways or other access points of egress and ingress for purposes of accessing the Rooftop for the purpose described.
- b. Tenant will inspect the rooftop once it has been constructed and acknowledges that Landlord has made no representations or warranties respecting the condition thereof or otherwise or its suitability for Tenant's use, and that, except as may be expressly provided to the contrary in this Lease, Landlord will make any alterations, improvements, or repairs in and to the Rooftop to make same ready for Tenant's use and occupancy.

c. EQUIPMENT SPACE

Landlord acknowledges that Tenant will be installing equipment in the Equipment Space and that the purchase, installation, maintenance and use of the Equipment Space will be at Tenant's sole cost and expense and is subject to the terms of this Lease.

3. TERM OF ROOFTOP LEASE

This Lease will commence on the Effective Date and will terminate on the date that is ten (10) years from the Effective Date (the "Term"). Upon termination of this Lease, ownership of the Solar Equipment will automatically transfer to the Landlord. Tenant will surrender the Rooftop and Solar Equipment to Landlord in good condition and repair (subject to ordinary wear and tear). If Tenant is in default of this Lease, then Landlord can prohibit the removal of any of the Solar Equipment, in its sole discretion, until the default is cured.

4. FEES PAID FOR ROOFTOP LEASE

Tenant agrees to pay Landlord a fee for this Lease, without notice, setoff or demand, of ten dollars (\$10.00) per year (the "Lease Fee"). Such payments will be due on the Effective Date and on the first day of January of each succeeding calendar year of the Term of the Lease.

5. RESPONSIBILITIES OF TENANT

a. Plans and Specs of Solar Equipment. Tenant at Tenant's sole expense will procure and install the Solar Equipment in accordance with its plans and specifications, which plans and specifications Tenant will share with Landlord. Tenant is responsible for all costs associated with the Lease, including the costs of operating and maintaining the Solar Equipment.

b. Use and Maintenance. This Lease is limited to allowing Tenant only to install, maintain and operate the Solar Equipment on the Rooftop in the location or locations described in Appendix 1.

Tenant agrees not to use or permit the use of the Rooftop for any purpose which is illegal, dangerous to life, limb or property or which, in Landlord's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. In particular, no environmentally hazardous materials will either be used or stored in or around the Rooftop and no such materials will be used in any of the Solar Equipment installed by Tenant on the Rooftop. Tenant acknowledges and agrees that Tenant is solely responsible for employing, contracting or authorizing individuals or entities who are experienced, qualified or licensed, if required, to access the Equipment Space or maintain or operate the Solar Equipment, and only such individuals may be granted such access or authorized to maintain or operate the Solar Equipment. Tenant and Landlord understand that the Equipment Space must be kept locked and secure at all times.

c. Care and Maintenance by Tenant. Tenant agrees not to commit any waste or allow any waste to be committed within or on any portion of the Rooftop and will not injure the Rooftop or Building but will maintain the Rooftop in a clean condition and in good repair, except as to damage to be repaired by Landlord, as provided herein. Tenant will remove all excess cable, tools and equipment and will keep all areas neat and clean at all times. At the termination of this Lease, Tenant agrees to deliver the Rooftop to Landlord in as good condition as at the date of the commencement of the term of this Lease, ordinary wear and tear excepted.

d. Site Technical Standards. Tenant agrees that the installation, operation and maintenance of its Solar Equipment will at all times, and at Tenant's sole cost and expense, comply with such standards for the Rooftop as may from time to time be established by all laws, rules, regulations, ordinances and codes, whether now or hereafter existing, of all federal, state and local governmental authorities or by Landlord in Landlord's reasonable discretion, including, without

limitation, technical standards relating to structural engineering, and Town of Breckenridge construction permits (the "Site Technical Standards").

e. Removal of Solar Equipment. Tenant will transfer ownership of its Solar Equipment within ten (10) business days after the termination of this Lease to Landlord.

6. RESPONSIBILITIES OF LANDLORD

a. Rights of Access and Provision of Space and Facilities. Landlord will provide employees or agents of Tenant rights of ingress and egress in those portions of the Building controlled by Landlord and Landlord will provide Tenant with access to and use of the Rooftop and Equipment Space consistent with the requirements of the installation, operation, maintenance, and service of the Solar Equipment.

b. Non-Interference. Tenant will have the sole and exclusive right to install and operate solar energy generating equipment on the Rooftop. In no event during the Term will Landlord construct, build or locate, or allow others to construct, build, or locate any equipment or facilities (solar or otherwise) that would interfere with the Solar Equipment or otherwise engage in, or allow others to engage in activity, that might impede the Solar Equipment's access to the sun or decrease the output or efficiency of the Solar Equipment.

7. USE OF ELECTRICAL SERVICES BY TENANT

Landlord will furnish Tenant electrical facilities to provide sufficient power for Tenant's Solar Equipment; provided, however, that Tenant will be responsible for (i) the cost of installing such facilities, (ii) the cost of the installation of any separate meters required by Tenant, (iii) the responsibility and cost of maintenance, and (iv) the sums charged Landlord by the applicable utility for such service as reflected by such meter. Temporary interruption in the power provided by such facilities will not render Landlord liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's Solar Equipment fails because of a loss of electrical power, Landlord will use reasonable diligence to restore electrical power promptly, but Tenant will have no claim for damages on account of any interruption in electrical service occasioned thereby or resulting therefrom.

8. CONSTRUCTION, ALTERATION AND MAINTENANCE

In addition to and not in limitation of any provision herein concerning construction, alterations, installation and maintenance of any equipment installed herewith, Tenant will comply and, to the extent applicable, the contractors or subcontractors of Tenant will comply with the provisions of Appendix R-3, attached hereto, together with such other rules and regulations promulgated from time to time by governing federal, state and local governmental authorities or Landlord.

9. INDEMNIFICATION.

Tenant agrees to indemnify and defend the Landlord, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from onsite personal injuries, eviction processes, or any other violation pertaining to property management standards, bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind

whatsoever, which arise out of or are in any manner connected property management and/ or with this Agreement, to the extent that such injury, loss, or damage is caused by:

- (i) the negligence or intentional wrongful act of Tenant or any officer, employee, representative or Tenant's subcontractors or subconsultants; or
- (ii) Tenant's breach of this Agreement.

except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of the Landlord, its officers, employees, or agents, or Landlord's breach of this Agreement. To the extent indemnification is required under this Agreement, Tenant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs, expert witness fees, and attorney fees.

10. LAWS AND REGULATIONS

Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction with respect to each of the Lease, the Building or the Solar Equipment.

Tenant warrants that the equipment installed in conjunction with this Lease will comply with manufacturers' specifications, such specifications to comply with all federal, state and local rules and regulations. Tenant will, at Tenant's sole cost, take all measures necessary to ensure that such equipment is within manufacturers' specifications and that all equipment strictly complies with all laws, rules, regulations, ordinances and codes, whether now or hereafter existing, of all federal, state and local governmental authorities and that the equipment strictly complies with all contractual obligations to which Tenant is bound in connection with such equipment and as applicable to the Solar Equipment or similar facilities.

Tenant will use best efforts and take all measures necessary to ensure that the Solar Equipment installed by Tenant does not interfere with or disturb the operation of any other equipment or business of Landlord or of any other tenant, or occupant of the Building. In the event of such interference or disturbance to an existing tenant, occupant, Tenant will make such necessary adjustment to its equipment to correct such interference or disturbance.

In addition to all indemnifications provided by this Lease, Tenant expressly warrants to indemnify and hold Landlord harmless, with counsel acceptable to Landlord, against any claim, cause of action, damage, liability of any type or nature arising from a claim by any party arising under this section.

11. ENTRY BY LANDLORD

Tenant agrees to permit Landlord or its employees, agents or representatives to inspect any portion of the Solar Equipment installed in or on the Building by Tenant at all times (and without prior notice by Landlord to Tenant) to inspect the same, to clean or make repairs, alterations or additions to the Equipment Space or to the Building, and Tenant will not be entitled to any abatement or reduction of Lease Fees by reason thereof.

12. ASSIGNMENT, SUBLETTING AND TRANSFERS BY AGREEMENT

a. Tenant may assign this Lease or its rights hereunder to (a) any corporation, company or other entity which is controlled by, or is under common control with, Tenant, (b) any partnership in which Tenant has a controlling interest or (c) any entity which has purchased the Solar Equipment. In the case of any assignment, the assignee will be deemed to have assumed, without releasing Tenant, all obligations under this Lease.

Landlord may assign this Lease to any party in its sole discretion.

b. Statement by Landlord. At the request of Tenant or a Mortgagee, Landlord (a) will execute, acknowledge and deliver to such Tenant or Mortgagee a written statement declaring: (i) either that the Lease is unmodified and in full force and effect, or the manner in which the Lease had been modified and whether the Lease as so modified is in full force and effect; (ii) the dates to which Tenant's monetary obligations hereunder have been paid in advance; (iii) whether Tenant is or is not then in default hereunder; and (iv) whether any past defaults have been fully cured and (b) enter into an estoppel and consent agreement recognizing the rights of the Mortgagees as may be reasonably requested by Mortgagees.

13. INSURANCE

Prior to the commencement of any work in, on or about the Building and during the term of this Lease, Tenant will obtain and maintain any required workers compensation insurance, employer's liability, and commercial general liability insurance providing commercially reasonable limits of coverage.

14. NOTICE

All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Lease will be in writing, and will be mailed, postage pre-paid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, addressed as follows:

If to Landlord to: Brianne Snow
251 West 4th Street
Silverthorne, CO 80498

and

If to Tenant to: Shannon Haynes, Town Manager
150 Ski Hill Road
P.O. Box 168
Breckenridge, CO, 80424

Each notice, demand, request, or communication which is mailed or delivered in the manner described above will be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee first named above for each party (with the return receipt of verification of delivery being deemed conclusive evidence of such notice), or at such time as delivery is refused by addressee upon presentation.

15. SEVERABILITY

If any term or provision of this Lease, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law.

16. GOVERNING LAW

This Lease and the rights and obligations of the parties hereto will be interpreted, construed, and enforced in accordance with the laws of the State of Colorado. Venue for any dispute shall be in the district court of Summit County.

17. INDEPENDENT CONTRACTOR

Tenant will at all times act in its own capacity and right as an independent contractor. Tenant will have no right to make purchases, or to obligate Landlord to expend any funds or to perform any obligations other than as provided in this Lease or as may be authorized in writing by Landlord. Tenant agrees that it and any of its employees or agents will at all times present and represent itself or themselves as representatives of Tenant.

18. FORCE MAJEURE

Except with respect to Tenant's payment obligations under this Lease, if the performance by a party to this Lease of any nonmonetary obligation hereunder is interfered with by reason of any circumstances without the fault or negligence, or beyond the reasonable control, of either party, including fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies, any law, order, regulation, ordinance, requirement, acts of, or failures to act by, any government or any legal body or representative of any such government, labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, embargo, delay of a common carrier, or any act of any tenant or tenant's agents, or any other cause beyond such party's control, then the party affected will be excused from such performance on a day-to-day basis to the extent of such interference (and the other party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such other party's obligations relate to the performance so interfered with), provided that the affected party will use reasonable efforts to remove such causes of non-performance.

19. OWNERSHIP OF EQUIPMENT

Prior to the termination of this Lease in accordance with its terms, Landowner will have no ownership or other interest in any Solar Equipment installed on the Building. The manner of

operation of the Solar Equipment, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Tenant, subject to Landlord's reasonable rules and regulations as it relates to access to the Rooftop. Tenant will, in good faith, work to coordinate all construction and maintenance (emergency repairs excepted) of the Solar Equipment with Landlord so as to not unreasonably interfere with Landlord's use of the Property.

20. ENTIRE AGREEMENT

This Lease embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard thereto other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of this _____ day of _____, ____.

LANDLORD:

By:

Name:

Title:

TENANT:

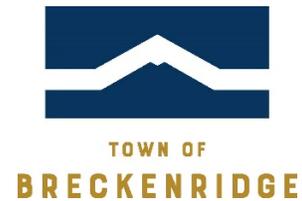
By:

Name:

Title:

Appendix 1

SOLAR EQUIPMENT



Memo

To: Breckenridge Town Council
From: Mark Truckey, Community Development Director
Date: May 7, 2024 for the May 14 Council Meeting
Subject: TDR Density Sunset Covenant for Vista Verde II Apartments

The Vista Verde II Housing Town Project (formerly called Alta Verde II) was approved by the Town Council on February 22, 2022 and is currently under construction. There is no density currently allocated to this portion of the Town-owned McCain property. Per Town Code and adopted policies, density must be transferred to the property to account for the density associated with the Vista Verde II workforce housing units (see further discussions below).

Attached is a resolution and a density sunset covenant that will extinguish density the Town currently holds on the Ice Arena lot to account for the deed restricted housing at the Vista Verde II Apartments.

JUBMP Policy Direction

The Joint Upper Blue Master Plan (JUBMP) provides policy direction on a number of land use issues in the Upper Blue Basin. The JUBMP has been adopted by the towns of Breckenridge and Blue River and Summit County. One of the major policy discussions that occurred in the 2011 update to the JUBMP was density for affordable housing. A policy related to this issue requires the Town of Breckenridge to extinguish density it owns to account for density in new affordable housing projects.

On January 28, 2020 the Council adopted an ordinance amending the Town's Development Code as follows:

E. Density For Employee Housing Projects: When new employee housing projects are developed within the corporate limits of the Town, the Town government may, in its sole discretion, transfer density it owns to the employee housing project at a one to one (1:1) ratio (i.e., transfer 1 development right for every 1 employee housing project units permitted to be built).

Density at Vista Verde II and the Stephen C. West Ice Arena Property

The Vista Verde II workforce housing project contains 117,678 square feet of density, which equates to 98.07 SFEs (Single Family Equivalents). Thus 98.07 SFEs must be extinguished to account for the density on the Vista Verde project.

The property that the Ice Arena sits on (Block 2 Rodeo Grounds Subdivision) is about 23 acres in size and has a total assigned density of 232.15 SFEs. A previous density extinguishment on the Ice Arena property to account for the workforce housing density constructed on Alta Verde I (now known as Vista Verde I) and the Block 11 Net Zero Apartments (now known as Ullr Apartments) removed 63.02 SFEs of density from the Ice Arena property. The existing built density on the property is 44.73 SFEs. With this resolution approval by the Council to extinguish 98.07 SFEs on the Ice Arena Lot, the remaining unused density on the Ice Arena Lot will be 26.33 SFEs.

Council Action

The Council is asked to review the attached resolution and density sunset covenant, provide any additional direction or revisions regarding the documents, and then take action to adopt the attached resolution.

1
2 RESOLUTION NO. _____

3
4 SERIES 2024

5
6 **A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A**
7 **DENSITY SUNSET COVENANT**

8 (For the Vista Verde II Workforce Housing Project)

9
10 WHEREAS, pursuant to policies set forth in the Joint Upper Blue Master Plan, and in
11 accordance with Section E of Policy 3(Absolute) (Density/Intensity) of Section 9-1-19 of the
12 Breckenridge Town Code, the Town is required to transfer density it owns to approved
13 attainable workforce housing projects at a 1:1 ratio (i.e., transfer one development right for
14 every one attainable workforce housing development right permitted to be built); and

15 WHEREAS, the Town is developing an apartment project that includes attainable
16 workforce housing units known as the "Vista Verde II Workforce Housing Project"; and

17 WHEREAS, the Town Council finds and determines it is therefore necessary and
18 appropriate to transfer ninety-eight and seven one-hundredths (98.07) single family equivalents
19 ("SFEs") of density from the Town's "Stephen C. West Ice Arena" property in order to account
20 for the density being constructed at the "Vista Verde II Workforce Housing Project"; and

21 WHEREAS, a proposed "Density Sunset Covenant" have been prepared by the Town
22 Attorney, a copy of which is marked Exhibit "A", attached hereto and incorporated herein by
23 reference; and

24 WHEREAS, the proposed Density Sunset Covenant permanently extinguishes a total of
25 ninety-eight and seven one-hundredths (98.07) SFEs of density previously allocated to the
26 Town's Stephen C. West Ice Arena property in order to account for the density that is being
27 used to construct the "Vista Verde II Workforce Housing Project"; and

28
29 WHEREAS, the Town Council has reviewed the proposed Density Sunset Covenant,
30 and finds and determines that it should be approved.

31 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
32 BRECKENRIDGE, COLORADO, as follows:

33 Section 1. The Density Sunset Covenant that is attached as Exhibit "A" to this resolution
34 is approved, and the Town Manager is authorized, empowered, and directed to sign such
35 documents for and on behalf of the Town. After it is signed, the approved Density Sunset
36 Covenant shall be recorded in the real property records of the Clerk and Recorder of Summit

1 County, Colorado in order to give record notice that the Town has accounted for the density that
2 was used to construct the "Vista Verde II Workforce Housing Project".

3 Section 2. This resolution is effective upon adoption.

4 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2024.

5
6 TOWN OF BRECKENRIDGE

7
8
9
10 By: _____
11 Kelly Owens, Mayor
12

13 ATTEST:
14
15
16 _____
17 Helen Cospolich, CMC,
18 Town Clerk
19

20 APPROVED IN FORM
21
22
23 _____
24 Town Attorney Date
25
26
27

1 EXHIBIT A

2
3 DENSITY SUNSET COVENANT

4
5 This Covenant (“**Covenant**”) is made _____, 2024 by the TOWN OF
6 BRECKENRIDGE, a Colorado municipal corporation (“**Town**”).

7
8 WHEREAS, Town owns the following described real property situate in the Town of
9 Breckenridge, Summit County, Colorado:

10 Block 2, Rodeo Grounds Subdivision (AKA Rodeo Grounds Future Development)

11
12
13 (“**Town’s Property**”)

14 ; and

15
16 WHEREAS, the Town’s Property is commonly known as the Town’s “Stephen C. West
17 Ice Arena” property; and

18
19 WHEREAS, pursuant to policies set forth in the Joint Upper Blue Master Plan, and in
20 accordance with Section E of Policy 3(Absolute) (Density/Intensity) of Section 9-1-19 of the
21 Breckenridge Town Code, the Town is required to transfer density it owns to attainable workforce
22 housing projects at a 1:1 ratio (i.e., transfer one development right for every one attainable
23 workforce housing development right permitted to be built); and

24
25 WHEREAS, the Town is developing an apartment project that includes attainable
26 workforce housing units known as the “Vista Verde II Workforce Housing Project”; and

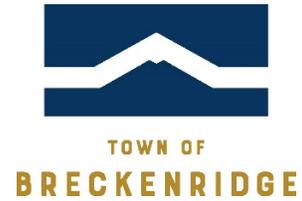
27
28 WHEREAS, the Town Council finds and determines it is therefore necessary and
29 appropriate to transfer ninety-eight and seven one-hundredths (98.07) single family equivalents
30 (“SFEs”) of density from the Town’s “Stephen C. West Ice Arena” property in order to account
31 for the density being constructed at the “Vista Verde II Workforce Housing Project”.

32
33 NOW, THEREFORE, Town agrees as follows:

- 34
35 1. Extinguishment of Density. Ninety-eight and seven one-hundredths (98.07) single family
36 equivalents of density previously allocated to Town’s Property are forever extinguished.
37 Following the execution of this Covenant, there will be seventy-one and six one-hundredths
38 (71.06) SFEs of density remaining on the Town’s Property, of which forty-four and
39 seventy-three one-hundredths (44.73) SFEs are assigned to the existing Stephen C. West
40 Ice Arena building.
41
42 2. Recording; Covenant to Run With Land. This Covenant shall be placed of record in the
43 real property records of Summit County, Colorado, and the covenants contained herein
44 shall run with the land and shall bind the Town and all subsequent owners of Town’s

1 Property, or any interest therein.
2

- 3 3. Town's Acknowledgment of Covenant Validity. Town agrees that any and all requirements
4 of the laws of the State of Colorado to be satisfied in order for the provisions of this
5 Covenant to constitute a restrictive covenant running with the land shall be deemed to be
6 satisfied in full, and that any requirements of privity of estate are intended to be satisfied,
7 or, in the alternative, that an equitable servitude has been created to insure that the covenant
8 herein contained shall run with the land. This covenant shall survive and be effective as to
9 successors and/or assigns of all or any portion of Town's Property, regardless of whether
10 such contract, deed or other instrument hereafter executed conveying Town's Property or
11 portion thereof provides that such conveyance is subject to this Covenant.
12
- 13 4. Authorization By Resolution. The execution and recording of this Covenant was
14 authorized by Town of Breckenridge Resolution No. [REDACTED], Series 2024, adopted May 14,
15 2024.
16
17
18



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: May 8, 2024
Subject: Planning Commission Decisions of the May 7, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, May 7, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

1. Wildwood Lodge Condos Remodel and Variance Request, 120 Sawmill Rd., PL-2024-0097:
A proposal to remodel the existing condo building, including an exterior façade renovation, reconfigured parking area, replacement of hot tub area, minor roof form change, remodel of the interior entryway, and foundation replacement. The applicant also requested a variance from the required amount of parking to provide a total of 41 parking spaces, 8 more than existing. *Approved, see second memo.*

CLASS C APPLICATIONS:

1. 135 Hamilton Court Residence, 135 Hamilton Court, PL-2024-0091
A proposal to construct a new single family residence with 6,257 square feet of density, with 5 bedrooms, 5.5 bathrooms, a walk in pantry, a 3+ vehicle garage, and 3 gas fireplaces. *Approved.*
2. Blazing Saddles Exterior Refinish, 110 S. Park Avenue, PL-2024-0109
A proposal to replace exterior siding on 3 sides of the building, and replace windows and exterior doors. *Called up and approved.*
3. The Burrow Residence, 71 Sunrise Point Drive, PL-2024-0092
A proposal to remodel the existing single family residence and add a 935 square foot addition. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

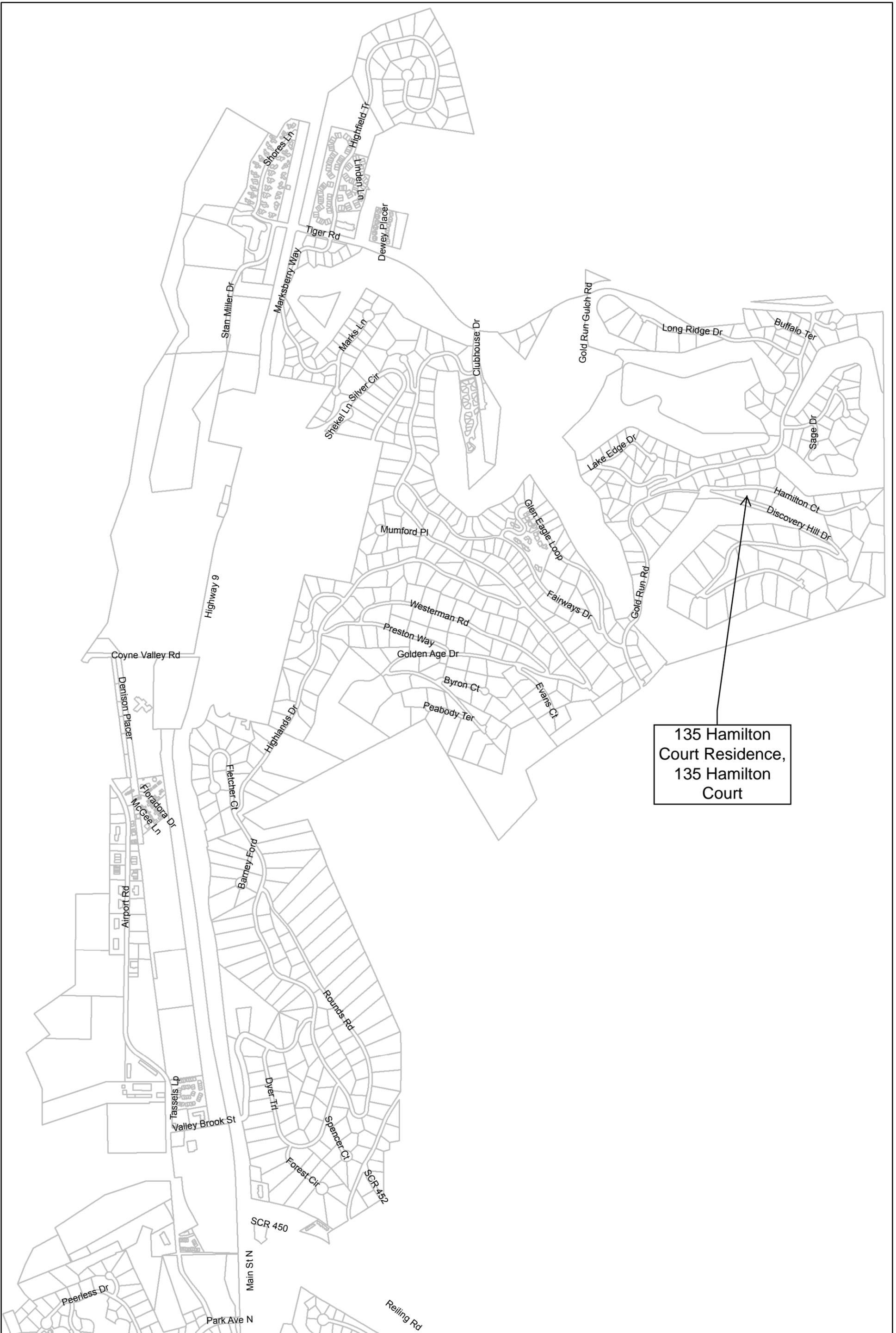
To: Breckenridge Town Council
From: Ellie Muncy, Planner II
Date: May 8, 2024 (For May 14, 2024 Meeting)
Subject: Wildwood Lodge Condos Remodel and Variance Request, 120 Sawmill Rd;
 PL-2024-0097

A Combined Hearing for the Wildwood Lodge Condos located at 120 Sawmill Road was held by the Planning Commission on May 7, 2024. The application proposes to remodel the existing condo building, including an exterior facade renovation, reconfigured parking area, replacement of the hot tub area, minor roof form change, a remodel of the interior entryway, and foundation replacement. The Commission supported a variance from the required amount of parking to provide a total of 41 parking spaces, 8 more than the existing but less than the required 56 spaces. The Commission supported the variance because the overall intensity of the building is unchanged from the existing conditions and the overall parking non-conformity is reduced with the additional spaces proposed.

The Commission found the application complied with all Absolute Policies, and assigned a total cumulative score of zero (0) points under the Relative Policies. The development permit and variance was approved by a 7-0 vote of the Commission.

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





135 Hamilton
Court Residence,
135 Hamilton
Court

PLANNING COMMISSION MEETING

The meeting was called to order at 5:31 pm by Chair Leas.

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter - remote
Ethan Guerra	Elaine Gort - remote	Susan Propper

APPROVAL OF MINUTES

With no changes, the April 16, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

Mr. Kulick: Is there anything being removed from the Consent Calendar, Ellie?
Ms. Muncy: There is a change to the agenda, the Edel Residence is being removed.

With the above changes, the May 7, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comment

CONSENT CALENDAR:

1. Edel Residence (EM), 206 Morning Star Drive, PL-2024-0087 (**Removed from Agenda**)
2. 135 Hamilton Court Residence (EM), 135 Hamilton Court, PL-2024-0091
3. Blazing Saddles Exterior Refinish (CC), 110 S. Park Avenue, PL-2024-0109
4. The Burrow Residence (SVC), 71 Sunrise Point Drive, PL-2024-0092

Mr. Leas made a motion to call up Blazing Saddles Exterior Refinish (CC), 110 S. Park Avenue, PL-2024-0091, seconded by Mr. Giller. The motion was passed 6 to 0 and the project was called up.

Mr. Cross gave a brief presentation on the exterior remodel proposed for the Blazing Saddles property.

Commissioner Questions / Comments:

Mr. Leas: I know we have discussed the alternate use of siding and discussed various types of siding and we were comfortable approving the Hardie board horizontal lap siding. That product is included in this application, but we never discussed or approved the use of Hardie vertical board and batten system. I was surprised when I looked at the regulations and saw it just specifies Hardie siding. We need to specify in this case because Hardie produces a number of different products. We should clarify what we will allow and what we will not allow because Hardie could produce another product that is not compatible with Breckenridge. (Mr. Kulick: We could possibly say that a different product doesn't meet the architectural requirements under section A of Policy 5R, but it would meet the requirements under Section B.) (Mr. Truckey: The Code does not specifically reference Hardie but does talk about fiber cement siding.) I have problems with the documentation on this project. There are very few details. The existing material is nailed directly to the framing over the insulation. What will happen on this project other than doing the Hardie siding? This is a glorified paint job, and the applicant owes the Town a better explanation of the project. There are architects who could help the applicant with a better detail in the proposal. I understand that this is not in the Historic District, but the building is in a prominent location and deserves a better proposal. (Mr. Kulick: A lot of the information you are requesting is under the purview of the Building Department review. This is a similar amount of information that is

given for other projects.) I think the project is deficient and should provide more information.

Mr. Giller: Is there a proposal on the signage? (Mr. Cross: There are no proposed changes to the signage. Existing signage may be existing non-conforming.) (Mr. Kulick: The existing businesses likely have compliant signage updated in the past 10 years. The frontage of the building would allow for larger signs here. I would agree that the signs are likely compliant.) If you think the signs are compliant, I will leave it to staff to review.

No public comment.

Ms. Propper made a motion to approve the project, seconded by Mr. Guerra. The motion passed and the project was approved 6 to 0.

Mr. Frechter: There is a typo on the 135 Hamilton Ct Residence Staff Report, Ellie. The summary point analysis has positive three (+3) points for EV, and it should be plus two (+2). (Ms. Muncy: That is correct; it should be positive two (+2) points. Additionally, the density calculation for residence is incorrect and the house will be 7,445 square feet; however that property is not limited in density.)

Mr. Kulick: We will take record of those corrections and update the staff report for accuracy in the property file.

With no additional call ups, the other Consent Calendar items were approved as presented.

COMBINED HEARINGS:

1. Wildwood Lodge Condos Remodel and Variance Request (EM), 120 Sawmill Rd., PL-2024-0097

Ms. Muncy presented a proposal to remodel the existing condo building, including an exterior façade renovation, reconfigured parking area, replacement of the hot tub area, minor roof form change, remodel of the interior entryway, and foundation replacement. The applicant also requests a variance from the required amount of parking to provide a total of 41 parking spaces, 8 more than currently provided.

Commissioner Questions / Comments:

Mr. Leas: Can you explain what is happening with the trash enclosure? (Ms. Muncy: There is an existing provision within the Code, if an opening of at least twelve inches (12”) in height is added to the structure, it does not count as density because it is no longer fully enclosed. This is a provision specifically for trash enclosures even if the property does not have remaining density. As part of this project, they are increasing the size of the enclosure to include recycling.)

Ms. Gort: Can you explain where the new parking spaces will be? (Ms. Muncy: The existing parking spaces are being reconfigured for the additional parking spaces. There will be a few trees that need to be removed. They are straightening the zig-zag parking area to add more spaces.)

No Public Comment.

Ms. Propper made a motion to approve the Wildwood Lodge Condos Remodel and Variance Request, seconded by Mr. Giller. The motion passed 6 to 0.

PRELIMINARY HEARINGS:

1. Cammett House Addition, Restoration, and ADU (SVC), 203 S. French Street, PL-2024-0064

Ms. Crump presented a proposal to construct an addition of 186 square feet above ground to the rear of the primary historic residence, complete an exterior rehabilitation, full interior remodel, and basement addition. Exterior rehabilitation and adaptive reuse of historic garage into a deed-restricted accessory dwelling unit with full interior remodel and basement addition.

Commissioner Questions / Comments:

- Mr. Frechter: The gable window on the East elevation, what is the difference in dimensions? (Ms. Crump: The applicant can answer specifically, but I believe the new window is several inches wider. And to clarify, they are proposing to change the windows on the west elevation, not the east.)
- Ms. Gort: I have the same question; how big were the windows? And how much bigger are the window openings changing? (Ms. Crump: The change in size is several inches. It is not significant, but it is a change to the historic opening.) For the door that is being enlarged, there is no existing historic door in that opening, correct? (Ms. Crump: The opening is historic, the existing door is not.) I do think having the larger opening would make it easier for people to get in and out. (Ms. Crump: It is not a failing policy to make the door wider, it is just negative points. But it is a failing policy for the historic windows dimensions to be changed.) Is there a procedure for this? Do they just have to make them smaller? (Ms. The window standards are an Absolute Policy, so they are not allowed to change the historic openings.) We are doing negative six points for removal of historic fabric for the sky lights? These points don't include the removed fabric from the windows? (Ms. Crump: Correct, the window opening on the rear façade was not taken into consideration for Policy 23: Removal of Historic Fabric. We would not want to double-dip and give them twice the negative points for the same thing under different policies.)
- Ms. Propper: I have two questions. 1) Landscaping. I understand that it is May, but still winter. When I went by the house, it does look barren. As opposed to the picture in the packet, I did not see anything else against the house. It seemed very barren. I am not in agreement that there is no landscaping needed. I would like to see more than what currently exists. It seems kind of stark. 2) The second question is about parking. There were three cars in the driveway, and it was full. It was not clear how the drive could fit four (4) spaces with the amount of space that exists there. (Ms. Crump: Parking spaces must be 18' x 9'; they are proposing to pave the driveway and move it slightly towards the south which allows for additional parking. One parking space is shifted north and the others are tandem spaces behind, directly abutting each other, they do fit on the site plan. It will be tight.) That looks tight. I will have comments on Design Standard 127.
- Mr. Giller: I hit on landscaping too. To clarify, Janet has aspens proposed, but during the process for the new foundation you are going to lose most of the plants that might remain. I suggest staff and Janet have a conversation about some landscaping or replacement of what is lost.
- Mr. Guerra: Great report. I have no questions.
- Mr. Leas: This is a complex project and you hit all the topics. The building directly on the property line, is that the typical placement? (Ms. Crump: They did not have modern survey techniques. This is a combined lot so the lot lines might have changed over time. The properties to the north and south also have structures directly on or abutting the property line.) (Mr. Kulick: We often see a lot of secondary buildings sitting on or just off of the property line. We are supportive of requiring an encroachment license agreement. I believe the most recent is the Ploss Residence. We advocated for the historic secondary structure to remain although it encroaches. If there was vehicle access behind, we would want them to bring it into compliance. Since there isn't vehicle access, we are supportive of keeping it in place.) Where I built in DC and

Maryland, the older buildings had alleys in the district. The text mentions an Encroachment License. Where I came from, we would simply ask for a variance as a recordation on the property into the future. Help me understand what an Encroachment License does. (Mr. Truckey: An Encroachment License Agreement allows a property owner to encroach onto public property, rights of way, etc.; we do it routinely.) (Mr. Kulick: It is a recorded document between the Property Owner and the Town that goes with the title.)

Ms. Janet Sutterley, Architect: Thank you to Chris and Sarah on this project. This is a very complicated project. The property owner has had this property for a couple of years. They are wanting to provide employee housing. This is a part-time residence for them. This is different than your typical shed. I want to elaborate on the openings. The openings on the east elevation, if you look at the historic photograph, we are trying to replicate the original window. It is currently a double-hung, it is not historic, probably added when a loft was added to the half story. We are trying to match the original window exactly. We can identify where the historic openings are when we do investigative research and some strategic demolition. [On the rear] the owner has expressed a desire to make the large window. The lower windows, the historic sides and head would be maintained, but we wanted to make a taller window back there. I did not realize that is a failing policy so we are not going to change the openings. We do have to put in new windows, but they would be the same dimensions as the existing. I did want to go over the openings on the secondary structure. There are a few dilemmas because this is an outbuilding and there are very few openings. There is a mismatch of stuff. I did bring photos because you cannot really see the shed in the historic photo in the packet. The north side of the shed needs operable windows for the residential part of the secondary structure. My idea for the front of the shed, we have the two historic garage doors opening and my idea was to use the openings (because the garage doors themselves are not historic) and recess the front wall plane but have that recessed so the garage door openings read clearly. Then we really accentuate with windows and corrugated siding where the garage doors were. There are five photos. These should help you see the exact condition of the shed. We do have to replace the siding on the shed; we cannot save that siding. The main house we can preserve the siding, with minimal replacements. We would replace the all siding materials on the shed, resembling what was originally there. I want to talk about the list of staff recommendations to keep this organized. Item 1, six points, we are doing all new with major restoration in their current locations. We appreciate that. Item #2 on staff recommendations, a long list of items and discusses Design Standard #23. That is about the negative six points for the removal of historic fabric, and we have to do that for the livability aspect of the shed and providing the housing unit. The enclosure of the historic door opening on the secondary structure. If you look at the photo that has the kayak, the door on the 4x4 bump out, which is added on storage, we would be happy to maintain that as a siding feature. The door would no longer be operable, but we would keep there for the story of the structure. You can see the mismatch things on the shed. The south elevation window of the shed looks like. It is a conglomeration of things that they did collect. The south side on the picture shows one window. I hope that gives a little more information on the current condition of the shed and what the existing openings look like. The one historic door on the shed, we could do that. I am down to the one issue; that has to do with the point analysis on Item #3; Design Standard #57 for the proposed changes to the historic door opening on the south elevation of the main residence. The policy says to “avoid changing the position of historic doors. It is especially important on significant facades. Avoid adding additional doors to facades visible from the street.” I am saying that I disagree with the points as a result of the historic door. The historic door is 6’4”; that door is currently 30” wide, we want to go to 3’, the front and back door openings are 2’8” and 2’6”. We need to have one 3’ wide door; as it is difficult to get furniture into the main residence with these historic doors. If we maintain the historic door opening position, we would be moving the right side of that door 6” to be able to have a 3’ opening door, we can keep the historic framing and header; it will not be functional anymore, because it will need to be sistered. We would only be taking away historic material on the right door jamb. I feel like adding another negative three points to this is not fair. If there was nothing on the shed wall, if we were to add a door and

window that would fall under the other negative points for historic fabric. It would not be another negative three points on top of the other negative six points that we have. That door opening should be part of the points associated with historic fabric that we are already receiving. To Susan, I would like to understand everyone's perception of the landscaping. I am happy to discuss, we would like to keep the landscaping away from the structure.

- Ms. Propper: I was talking about the front yard, not more trees, but more shrubbery when the project is near completion. For lack of better term, "spruce it up." That would be helpful. As far as the sky lights, are you keeping the existing roofing material?
- Mr. Sutterley: We are trying to look at the roof framing. We can try to get the skylights between the rafters. You will be losing the 1x sheathing that is sitting on top of the roof.
- Ms. Propper: On Design Standard 57, you still come out with two positive points. I am not sure that I would worry about the door situation.
- Ms. Sutterley: I am a little concerned about the precedent that this sets on future projects. Do you really see that as a negative three point hit right there?
- Mr. Frechter: There are a total of six bedrooms and four parking spots? Does parking have to go with the deed restriction? The main residence should only have two parking spaces. (Ms. Crump: The requirement for the main residence is three parking spaces because it has four bedrooms. The accessory dwelling unit is only required to have one parking space no matter the number of bedrooms. They are meeting the parking requirements.) I am just thinking that you have two families having to coordinate the tandem parking.
- Ms. Gort: What is the parking on the street? (Ms. Crump: Those are public parking spaces. We would not allow a project to be approved with deficient parking. They do have to meet the parking on-site for this residential project.) Could they park on the street? (Ms. Crump: The Town would not allow them to have an on-street parking permit because the property would not be considered deficient in parking because they are meeting the requirements.)
- Mr. Frechter: I think this is a logistical issue that the property owners will need to work out. (Ms. Sutterley: I agree. It is the only way that parking can be on the site. We looked at other organizations, but it was messing up the front yard which results in more negative points and obstructs the primary facade. We all recognize the parking issue for sure.)
- Mr. Giller: With all the site work that has to happen, would you be able to move the gas meter away from the main elevation? (Ms. Janet: Right now, I am leaving it on the front, but I would love that to be moved. Xcel is difficult to work with and we will address it when we get to that point. I would love to not have that on the front façade.) The shed is really fascinating to me. Certainly, the Town is paying attention to the evolving shed uses. One comment, the mismatch window aspects; that is the shed vernacular. Don't formalize it too much, the shed should not look too perfect.
- Mr. Guerra: Great project.

The hearing was opened to public comments. There were no public comments.

Commissioner Comments:

Commissioners were asked to give their opinion on ten questions in the packet and provide comments.

1. Historic Preservation – Staff has assigned positive six (+6) points for on-site historic preservation/restoration efforts of above average public benefit for a primary structure and positive three (+3) points for the secondary structure. Does the Commission agree?
2. Design Standard 23 – Does the Commission agree with the assigned negative six (-6) points for removal of historic fabric to include roof openings for two new skylights on the primary structure,

- four new window openings on the secondary structure, enclosure of one historic door opening on the secondary structure, and openings for two skylights on the secondary structure.?
3. Design Standard 57 – Staff believes the proposed increase in height of the rear historic door opening violates this standard and warrants negative three (-3) points. Does the Commission agree?
 4. Priority Design Standard 77 – Staff believes the proposal to enlarge and replace the historic upper window and to enlarge the historic lower horizontal window opening, both on the rear façade, cause the project to fail this policy. Does the Commission agree?
 5. Design Standard 91- Does the Commission agree the proposed random sizes and placement of new windows on the secondary structure meet Design Standard 91?
 6. Design Standard 127/ADUs – While the proposed ADU was assigned positive three (+3) points for the provision of a deed-restricted housing unit under Policy 24R, staff has also assigned negative three (-3) points under Design Standard 127 for utilizing the secondary structure as living space which is discouraged for the character area under this standard. Does the Commission agree with this assessment?
 7. Solar Panels – Does the Commission find the proposed location of the solar panels is compliant with Policy 5/A and the Handbook?
 8. Local Landmarking – Does the Commission find the property is eligible for Local Landmarking?
 9. Final Hearing – Does the Commission find the project is ready for a final hearing?
 10. Does the Commission have any additional comments?

Mr. Frechter: 1) Yes. 2) Yes, for fabric. 3) I say no, I don't think changing the size of the door qualifies as changing the position. No negative points. 4) Yes, but that is irrelevant because the applicant has agreed to change it. I do agree it fails. 5) I do agree with the random placement, yes. 6) I do not agree with the code, but I agree with the point calculation. Our job is to follow the Code; I believe at a future work session we should change that. 7) Yes. 8) Yes. 9) Yes. 10) No more comments.

Ms. Gort: Yes, for everything, except No. 3 on the door position. I do not agree with the minus three points. 10) Love the shed, that is what Breck is all about. Can't wait to see it.

Ms. Propper: 1) I agree. 2) I agree. 3) I think Mr. Frechter makes a good point and I do not agree with the points. 4) I am glad that Janet is willing to revise to original size so it will not fail. 5) I agree. 6) As it stands now, I agree with the allocation of points, but I would want us to consider changing Design Standard 127 to add "unless the living space is a deed-restricted accessory dwelling unit." Because I do think that is a current need and we should be encouraging that. 7) I agree. 8) I definitely agree. 9) I do think it is ready for final. 10) No additional comments.

Mr. Giller: 1) Agree. 2) Agree. 3) I semi-agree, functionality in codes matter. 4) Irrelevant because Janet said she would adjust the window. 5) Agree. 6) The ADU, Susan said it best. We should consider clarifying that. 7) Yes. 8) Agree. 9) Agree. 10) This is a really great project. Hats off to you. There are a lot of very good things, good execution.

Mr. Guerra: 1) Agree. 2) I agree. 3) I do not agree with the negative three points. 4) Agree. 5) Agree. 6) I'm in cahoots with Susan and everyone else. We do need to revise Design Standard 127. 7) Agree. 8) Agree. 9) Agree, it is ready for final. 10) I think this is a great project, great job.

Mr. Leas: 1) I agree. 2) I agree. 3) I do not agree the minus three points is warranted. So, I disagree. 4) Agree. 5) I agree. 6) I agree, but think that we should revisit that at a future meeting. 7) Agree. 8) Agree. 9) It is ready for final. 10) I think it is a great-looking project- making our Town look nicer.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:12 pm.

Mark Leas, 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.

May 2024

Tuesday, May 14th, 2024	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Wednesday, May 22nd	Main Street	High School Graduates Parade	5:00pm
Tuesday, May 28th, 2024	Mtn Thunder Lodge	Spring Retreat	Noon - 5:00pm
Tuesday, May 28th, 2024	Council Chambers	Second Meeting of the Month	7:00pm

June 2024

Saturday, June 1st, 2024	Riverwalk Center	Town Clean Up	9:00am
Monday, June 3rd, 2024	Larkspur Apartments	Grand Opening with Summit County	11:00am
Tuesday, June 11th, 2024	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Saturday, June 15th, 2024	Riverwalk Center	10 Mile Pride	All Day
June 18th - 21st	Loveland, CO	CML Annual Conference	All Day
Tuesday, June 25th, 2024	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

Other Meetings

May 14th, 2024	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
May 20th, 2024	Social Equity Advisory Commission Summit Combined Housing Authority Open Space & Trails Open House	7:30am 1:00pm 5:30pm
May 21st, 2024	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
May 23rd, 2024	Summit Stage Transit Board Meeting Breckenridge Tourism Office Board Meeting RW&B Board Meeting	8:15am 8:30am 3:00pm
May 28th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
June 4th, 2024	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
June 5th, 2024	Breckenridge Events Committee I-70 Coalition Childcare Advisory Committee	9:00am 11:30am 3:00pm
June 6th, 2024	NWCCOG Board Meeting	10:00am



TOWN OF BRECKENRIDGE
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Scheduled Meetings

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

June 11th, 2024	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
June 13th, 2024	QQ - Quality and Quantity - Water District Upper Blue Sanitation District	10:00am 5:30pm
June 17th, 2024	Social Equity Advisory Commission Summit Combined Housing Authority Open Space & Trails Meeting	7:30am 1:00pm 5:30pm
June 18th, 2024	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
June 25th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
June 27th, 2024	Summit Stage Transit Board Meeting Breckenridge Tourism Office Board Meeting NWCCOG Board Meeting RW&B Board Meeting Breck Create	8:15am 8:30am 10:00am 3:00pm 3:30pm
July 2nd, 2024	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
July 3rd, 2024	Police Advisory Committee Breckenridge Events Committee Childcare Advisory Committee	7:30am 9:00am 10:00am
July 10th, 2024	Breckenridge History	Noon
July 11th, 2024	I-70 Coalition Upper Blue Sanitation District	11:30am 5:30pm
September 11th, 2024	Breckenridge History	Noon
TBD	Tourism Overlay District Advisory Committee Meeting Transit Advisory Council Meeting Water Task Force Meeting	10:30am 8:00am 9:30am