



**TOWN OF
BRECKENRIDGE**

Town Council Work Session

Tuesday, February 28, 2023, 3:00 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Log-in information is available in the calendar section of our website: www.townofbreckenridge.com. If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

I. PLANNING COMMISSION DECISIONS (3:00-3:05pm)

Planning Commission Decisions

II. LEGISLATIVE REVIEW (3:05-3:50pm)

Stillson Land Use Guidelines Amendment (Second Reading)

Plastic Pollution Ordinance (Second Reading)

Tax Code Bag Fee Exemption (Second Reading)

Water Backflow Penalty Ordinance (Second Reading)

Site Host Agreement and Easement for Xcel-owned DC Fast Chargers and EV Supply Infrastructure at BGVCC (Second Reading)

Amendments to Policy 3A/3R (Density Updates) (First Reading)

Amendments to Policy 9-1-12 Amendments (Non-Conformities Updates) (First Reading)

Gondola Lots Master Plan Extended Vesting Development Agreement (First Reading)

Valley Brook Cemetery Operations Ordinance (First Reading)

2023 Budget Appropriations (Resolution and Public Hearing)

TDR Prices (Resolution)

Green Mountain Reservoir Notice Letter (Resolution)

III. MANAGERS REPORT (3:50-4:20pm)

Public Projects Update

Mobility Update

Sustainability Plan Update

Housing and Childcare Update

Committee Reports

Financials

Liquor and Marijuana Licensing Authority Annual Report

IV. PLANNING MATTERS (4:20-5:10pm)

Riverwalk Discussion with Norris Design
Planning Commission Interviews

V. EXECUTIVE SESSION – Negotiations and Acquisition of Real Property (5:10pm)



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: February 22, 2023
Subject: Planning Commission Decisions of the February 21, 2023 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, February 21, 2023:

CLASS A APPLICATIONS:

1. Evans McLean Residence Landmarking, Restoration, and Garage Addition, 102 S. French Street, PL-2022-0532

A proposal to locally landmark and rehabilitate an existing historic primary residence, add 693 sq. ft. of free basement density and add a single car garage on the rear of the non-historic portion of the structure. An interior renovation of the property will reduce the number of bedrooms from 8 to 7.
Approved, see second memo.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

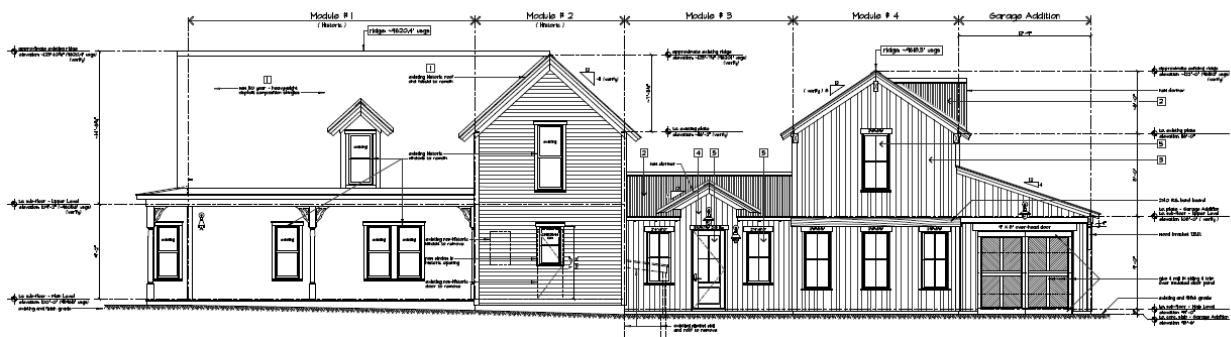
TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Town Council
 From: Chris Kulick, AICP, Planning Manager
 Date: February 22, 2023, for meeting of February 28, 2023
 Subject: Evans McLean Residence Landmarking, Restoration, and Garage Addition, Class A Planning Commission Approval Summary

A Final Hearing to locally landmark and rehabilitate an existing historic primary residence, add 693 sq. ft. of free basement density, and add a single car garage on the rear of the non-historic portion of the structure was held by the Planning Commission on February 22, 2023. The property was previously used as a bed and breakfast and contained a non-deed restricted accessory apartment. With this application the property will be converted to a single-family home without an accessory apartment. An interior renovation of the property will reduce the number of bedrooms from 8 to 7. The residence is located at 102 South French Street. A full staff report can be found [here](#).



(Above): Proposed Southern Façade

The Commission found the proposal complied with all Priority Design Standards and Absolute Policies, and assigned a total cumulative score of zero (0) points under the Relative Policies. The Commission approved the application 5-0.

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



Evans McLean Residence
Landmarking, Restoration, and
Garage Addition, 102 S.
French 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-**absent**
Ethan Guerra Steve Gerard

APPROVAL OF MINUTES

With no changes, the February 7, 2023 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the February 21, 2023 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

WORK SESSIONS:

1. Outdoor Energy Use

Jessie Burley, Sustainability and Parking Manager, presented an overview of the Renewable Energy Mitigation Program (REMP) proposal. Included in the overview was an update on the roundtables that took place in March of 2022 and revisions to the Development Code Policy 33R.

Commissioner Questions / Comments:

- Mr. Leas: How is the 85% computed? (Ms. Burley: The consulting group used the global recognized standard for calculating that, includes utility, number of buildings, whole protocol). How does this compare to other ski resorts? (Ms. Burley: Destinations like Breckenridge are difficult to figure out where to draw the line for emission on greenhouse gas scope emissions). So 85% is compared to other municipalities? (Ms. Burley: Yes). 10% for natural gas is that for new projects or going back to capture? (Ms. Burley: New projects only, but if you add capacity to existing that would apply as well.)
- Mr. Guerra: For heat tape is that timers? (Ms. Burley: Not just timers, but system compared to climate factors.) They don't work.
- Mr. Leas: We need to take into consideration all applications in place. (Ms. Burley: They wouldn't need to offset their outdoor energy use unless they are adding more beyond what they have been approved for prior to any code adoption. We felt like there is some learning and iterations needed before we proposed to control heat tape more.)
- Mr. Guerra: The design of building drives the amount of heat tape needed. Cut up buildings with multiple rooflines cause issues. (Ms. Burley: We talked a lot about this with stakeholders. Better design up front is important.)
- Mr. Giller: Do you have an estimate for the utility bill for that driveway? (Ms. Burley: We can get some examples and forward them to you.)
- Mr. Leas: What about for thermal solar? (Ms. Burley: There is a page that allows that for calculations, solar PV is most frequently used, but someone can do for example a ground source heat pump. We can adjust based on the specs). The 50,000 sq. ft. heated area is equivalent to five million \$? (Ms. Burley: That is correct.) That would be what they would pay in lieu? (Ms. Burley: We propose and hope that they lower the snowmelt to start, but if not, then yes. With the calculator they will be able to see the impact and reduce from there is the intent.) Do you consider public safety, egress? (Ms. Burley: For commercial, under the calculator, 100 sf per emergency egress is

exempted. Chief Building Official has the ability to apply safety concerns to projects, Gondola plaza for example might receive a waiver.) Has the town considered a variance process at all? The Town needs to have some flexibility. Public safety trumps energy efficiency (Mr. Truckey: There will be an exemption for high traffic areas that Rick can authorize. That exemption is in Policy 33R now.)

Mr. Guerra: I would question the calculations. Efficient boiler, how many hours a year is that running? I would work backwards in that realm as well. (Ms. Burley: The worksheet has all of these calculations, so you can change the efficiency of your system to check it. They can be challenged if the applicant can show a different plan. There was a lot of thought put into times, seasonality, etc. to come up with those numbers.) In that calculus, if the boiler is multi-system, how does that work? (Ms. Burley: Our rec center apron has that, we have to circle back to that on how to address those systems.) Almost all boilers are multi zoned systems. (Mr. Leas: Rare to have two boilers.)

Mr. Leas: That is hard to believe the return on fees collected is twelve fold.

Mr. Giller: If you insulate an attic you could get a twelve fold return. Fluorescents use 12-15% that of an incandescent bulb and LEDs are better yet. You do get that return but that's on that portion of your energy use.

Mr. Guerra: Twelve fold sounds like that if a house pays to offset, then that money spent is going to actually offset that many BTUs. (Ms. Burley: We will get the full calculation info to you all. Those are good points.) (Mr. Truckey: Partly leveraging those dollars for grants too. People are willing to put money up on their own towards these projects so that is part of the savings also.)

Mr. Leas: Does that take the authority for those decision into the building department? (Mr. Truckey: Still working on how that works, but ultimately yes. Council was concerned with getting rid of 33R altogether, even with the energy offsets). Looks like you need to take positive points out of the purview as well so there's no offset. (Mr. Truckey: Not necessarily because you could still use, for example, positive points for an EV Charger to offset excessive site disturbance.)

Commissioner Comments:

Mr. Guerra: Great presentation. Lot of food for thought. (Ms. Burley: I will share the background calcs.)

Mr. Gerard: We want to disincentivize wasteful projects. I want to suggest another line item, excessive nighttime lighting. In the Highlands filing I am in, the founding documents talk about a subdivision designed as an unlit prairie setting (dark at night). We are starting to look at the number of lights outside. Do you need 12 lights across the front of your garage? We could look more at lighting, Mike pointed out LEDs vs. incandescent. Let's get dark sky moving, and lets require LED. Conformance by 2025 is far out. You can see the incandescent bulbs on older houses. 100 watt bulbs when you only need 25 watts, there could be more tweaks for the low hanging fruit and wasted energy. This REMF is an ambitious program that makes a lot of sense.

Mr. Leas: Great presentation and we appreciate the hard work on this topic. I respect Steve's lighting comments, again public safety and there are a lot of wild animals. Most people don't have their houses lit and I would like to have those lights on until 10:00 PM otherwise there is a safety concern. (Mr. Gerard: International dark sky alliance lighting at night is adverse to wildlife and there is less crime in unlit areas according to studies done and available on the IDA website, it is a common misconception that it is less safe. The animals don't want to come to you, they want to go away from you.)

M. Giller: Important to the town. I encourage you to come up with analogies and simplifications in numbers, helps convey your point.

- Mr. Frechter: I find a lot of hot tubs are on and unused at times. If people are going away for multiple days, say 7 plus, they can lower the temperature to 50 degrees to reduce energy consumption. Maybe there could be a meter on hot tubs. Incentive for that. For fire pits, maybe there should be a classification to them. Breck Iron Works builds huge fire pits for homes which might require a larger pipe, Xcel is having issues with natural gas capacity. Is this needed? Consider a cap on the size of a fireplace. (Ms. Burley: We have done an average; we are looking at a recommended BTU cap or a natural gas budget for all appliances. We are looking at this.) No absolute cap on residential snowmelt? (Ms. Burley: There wasn't consensus. There is a consensus of a cap on commercial, but not yet determined on the number.) I suggest the town consider eliminating the fee for an electrical permit if adding an EVSE to existing home. Conflict for space for solar farms in the County, we preserve for open space but we can't put solar in some of these spaces.
- Ms. Burley: Xcel wouldn't recognize our program. You have to do it on your own property or pay the fee in lieu. The solar garden isn't an option for REMP.
- Mr. Leas: Look at commercial spaces for solar like our parking garage, missed opportunity there. Maybe some of the REMP funds can offset that. Or on the Gondola project. Anytime we can have a dual purpose we should make it available.

FINAL HEARINGS:

1. Evans McClean House Garage Addition and Landmarking (CK), 102 S. French Street, PL-2022-0532
Mr. Kulick presented a proposal to locally landmark and rehabilitate an existing historic primary residence, add 693 sq. ft. of free basement density and add a single car garage on the rear of the non-historic portion of the structure. An interior renovation of the property will reduce the number of bedrooms from 8 to 7. The following specific questions were asked of the Commission:
1. Point Analysis: Does the Commission support the recommended point analysis?
 2. Does the Commission have any additional questions or comments on the proposed project design?

Commissioner Questions / Comments:

- Mr. Gerard: Policy 33R for the fire pit, does it get -1 point? (Mr. Kulick: That is for commercial, so it is a freebie as are hot tubs under the current code).
- Mr. Giller: The color scheme might be like Aurum. (Janet Sutterley, Architect: As you know, I like colors and I keep telling clients to look at houses and color schemes and everyone comes back with white and grey. These guys are into neutrals. One positive thing, the primary color is called peppercorn, it is a dusty black. We got a dark color, everything town is light. Dark is in the right direction, I asked them specifically about changing the roof, so we came up with a picture of how these houses look. It looks good with the roof. I think the dark will be good.) I don't know that this is a Planning Commission issue, so it's not all white, peppercorn is the bulk? (Ms. Sutterley: Yes, it is the primary. The light colors are trim and windows. The two buildings in the back are the dark oiled finish like outbuildings. The connector will be a lighter color for the vertical siding. I only had two days or I would have done a colored rendering. The whole new addition will read as an outbuilding.)
- Mr. Gerard: When the connector and the body of the house had a different color palate, will there be a distinction between these two (Ms. Sutterley: The connector will be light, and next to it is the peppercorn.) You have two lights on the South Elevation, do you need both? (Ms. Sutterley: They wanted to be able to light up the courtyard. The one on the door is gooseneck, so those two on one circuit, and the one next to the door. So just two can be on for the courtyard, or turn the others on in addition.) Great project.

Mr. Guerra: Beautiful project, the single door worked out. Excited to see this happen.
Mr. Frechter: Great project. I like the peppercorn.

Commissioner Comments:

Mr. Giller: 1. I agree. Nice job Chris. 2. No comments, beautiful project, and credit to the historic district.
Mr. Leas: 1. I agree 2. I echo the comments about this being a great project.
Mr. Gerard: 1. I agree. 2. I already gave comments, great project.
Mr. Guerra: 1. I agree 2. Great project.
Mr. Frechter: 1. I agree 2. Glad to see we can send this project on.

Mr. Giller made a motion to approve the Evans McClean House Garage Addition and Landmarking, seconded by Mr. Gerard. The motion passed 5 to 0.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:58 pm.

Allen Frechter, Chair



Memo

To: Town Council
From: Michelle Dollmaier, Planner III
Date: February 21, 2023, for meeting of February 28, 2023
Subject: New Land Use District 46 for Stillson/Stables Village (Second Reading)

Attached for Council's review is the proposed new Land Use District 46, which will apply to the area within the Stables Village project.

After receiving feedback from Council at the January 24, 2023 meeting, the Land Use District map has been revised to better match the concept plan that was presented to Council at the January 10, 2023 work session. The area for LUD 46 has been reduced from 8.8 acres to 8.4 acres, which can still accommodate the proposed density of 8 UPA.

An additional map has been included in the packet that overlays LUD 46 on the proposed Stables Village concept plan to give context to the size of the area.

Staff will be available to answer any questions.

COUNCIL BILL NO. XX

Series 2023

AN ORDINANCE CREATING LAND USE DISTRICT 46 AND PLACING APPROXIMATELY 8.4 ACRES OF THE STILLSON PROPERTY IN THE NEW LAND USE DISTRICT 46.

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

Section 1. Findings. The Town Council has heard and considered the evidence presented in support of and in opposition to the adoption of this ordinance. Based upon the evidence presented to the Town Council in connection with its consideration of this ordinance, as more fully set forth in the record of the proceedings in this matter, the Town Council of the Town of Breckenridge, Colorado hereby finds and determines as follows:

1. By Ordinance No. 3, Series 1987, the Town Council adopted the Breckenridge Land Use Guidelines ("Land Use Guidelines").

2. The Land Use Guidelines contain provisions governing the development of real property located within the various Land Use Districts of the Town, and include a map of the various Land Use Districts described in the Land Use Guidelines.

3. In Section 9-1-15-1 of the Breckenridge Town Code, the Town Council adopted certain procedures to be followed to amend the Land Use Guidelines.

4. The amendment to the Land Use Guidelines made by this ordinance is quasi-judicial in nature.

5. The procedural requirements of Section 9-1-15-1 of the Breckenridge Town Code with respect to a proposed quasi-judicial amendment to the Land Use Guidelines have been fully satisfied. Without limiting the generality of the foregoing, the Town Council finds that a public hearing was held by the Town Council of the Town of Breckenridge on February 28, 2023 to consider the adoption of this ordinance. Notice of such hearing was published twice in the Summit County Journal, a newspaper of general circulation in the Town, the first publication occurring at least twelve (12) days prior to the hearing and the second occurring at least four (4) days prior to the hearing, all as required by Section 9 -1-15-1(B) of the Breckenridge Town Code. The Proof of Publication of such notice was admitted into evidence and made a part of the record in connection with the adoption of this ordinance. In addition to the newspaper notice, not less than twelve (12) days prior to the date of the public hearing the Director of the Department of Community Development mailed a copy of the text of the newspaper notice by first class mail to all owners of real property that would be affected by the adoption of this ordinance, also as required by Section 9 -1-15-1(C) of the Breckenridge Town Code. The Director's Certificate of Mailing was admitted into evidence and made a part of the record in connection with the adoption of this ordinance. All requirements for notice of a proposed quasi judicial amendment to the Land Use District Guidelines required by Section 9 -1-15-1(C) of the Breckenridge Town Code have been satisfied.

6. The change to the land use district designation for the hereinafter described real property is consistent with or in compliance with the Town's Comprehensive Plan, and all parts thereof; and the proposed change bears a reasonable relationship to the welfare of the community.

Section 2. Change of Land Use District Designation. The Land Use District designation for the approximately 8.4 acres of real property described in Exhibit A hereto and incorporated by reference is changed from Land Use District 1 and 15 to Land Use District 46. The Town staff is directed to change the Town's Land Use District Map to indicate that the above described property has been placed within Land Use District 46.

Section 3. Continued Effect of Land Use Guidelines. Except as specifically amended hereby, the Breckenridge Land Use Guidelines, as adopted by Ordinance No. 3, Series 1987, shall continue in full force and effect.

Section 4. Police Power Finding. The Town Council hereby finds, determines, and declares that this ordinance is necessary and proper to provide for the safety, preserve the

1 health, promote the prosperity, and improve the order, comfort and convenience of the Town of
2 Breckenridge and the inhabitants thereof.

3
4 Section 5. Authority. The Town Council hereby finds, determines, and declares that it
5 has the power to adopt this ordinance pursuant to: (i) the Local Government Land Use Control
6 Enabling Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning
7 municipal zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers);
8 (iv) Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
9 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
10 contained in the Breckenridge Town Charter.

11
12 Section 6. Effective Date. This ordinance shall be published and become effective as
13 provided by Section 5.9 of the Breckenridge Town Charter.

14
15 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
16 PUBLISHED IN FULL this 24 day of January 2023. A Public Hearing shall be held at the
17 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 28th day of
18 February 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
19 Town.

20
21 TOWN OF BRECKENRIDGE, a Colorado
22 municipal corporation

23
24
25
26 By: _____/s/_____
27 Eric S. Mamula, Mayor

28
29 ATTEST:

30
31
32
33 _____/s/_____
34 Helen Cospolich, CMC,
35 Town Clerk

BRECKENRIDGE LAND USE GUIDELINES

DISTRICT #46

Desired Character and Function

District 46 is located west of the Lincoln Park at the Wellington Neighborhood Subdivision and along the west side of Stables Drive. Historically, the property was dredge mined and left as rock piles. The present physical characteristic of the area is barren land that was previously used as an equestrian center and for various governmental storage purposes.

The district will be used for workforce housing and allow medium density residential to accommodate either single family, duplex, or townhome developments.

Acceptable Land Uses and Intensities

Land Use Type:	Workforce housing, recreation and open space
Intensity of Use:	8 UPA for residential deed restricted development
Structural Type:	Single family, duplex, townhomes

General Design Criteria

Architectural Treatment

Architectural design that includes contemporary designs are preferred to facilitate the use of solar panels and other renewable energy sources. Design characteristics should be those that are used to achieve net zero energy goals of the Town.

Building Heights

Structures in excess of 35 feet above grade are prohibited. Building heights will be determined through the development review process of the Town.

Building Setbacks

The Development Code should be used to provide general guidelines, however specific setbacks, lot sizes, and block designs should be developed within a site-specific master plan that recognizes the unique characteristics necessary to create an affordable and livable neighborhood and encourages creativity and flexibility.

Pedestrian Circulation

Sidewalks should be installed along Stables Drive and connect to nearby sidewalks of Bridge Street and neighboring subdivisions. Facilitating pedestrian connections is critical to creating a sense of community and place. Internal pedestrian circulations systems should

connect to the existing Wellington Trail and the Wellington Bike Park, which in turn provide connections to the backcountry and downtown.

Vehicular Circulation

This District will have two accesses off Stables Drive and circulate as a half circle with a central alley. The traffic on these roads must be managed in order to ensure safe and efficient movement of traffic to and from this area and traffic calming methods should be implemented as necessary to maintain slow speeds in this residential neighborhood.

Limited Public Transit stops along Wellington Road and French Gulch Road are provided adjacent to the District, which are located in combination with pedestrian and bicycle paths, and/or located at neighborhood focal points.

District Improvements

Utility Improvements

Water Facilities: Distribution lines exist within this District, and were developed as a component of development of the first phase of Wellington Neighborhood. Water supply and treatment capabilities can support the full development of this District. Depending upon the final design of the water distribution system some houses may be required to provide sprinkler systems for fire protection.

Sanitation Facilities: Collection lines exist within the District, and were developed as a component of the Lincoln Park and Wellington Neighborhoods. Adequate treatment capacity exists to accommodate full District development.

Natural Gas, Electricity, Telecommunication, Cable Television, Fiber Optic: Distribution lines for these utilities exist within the district. Utilities are adequate to serve the District at its full development. Installation of any new distribution lines must be underground and meet specifications of individual utility companies. Appropriate easements shall be provided for all new lines. An overhead transmission line exists behind the District, and its location and impacts should be taken into consideration when developing any Site Specific Master Plans.

Capital Improvements

In the event that a traffic study recommends improvements to the transportation system, such improvements should be undertaken over a period of time as the District is developed and installed prior to the impacts occurring that necessitated their installation. To the extent possible, and consistent with maintaining the affordability of the housing within the District, developers of this District should

be encouraged to participate in the costs of improving the transportation systems, based on the roughly proportional impacts created by the development.

Drainage Improvements

Given the District's acceptable uses and intensities, a surface drainage plan should be prepared prior to any future development. Potential effects on adjacent properties and Districts should be specifically reviewed.

Relationships to Other Districts

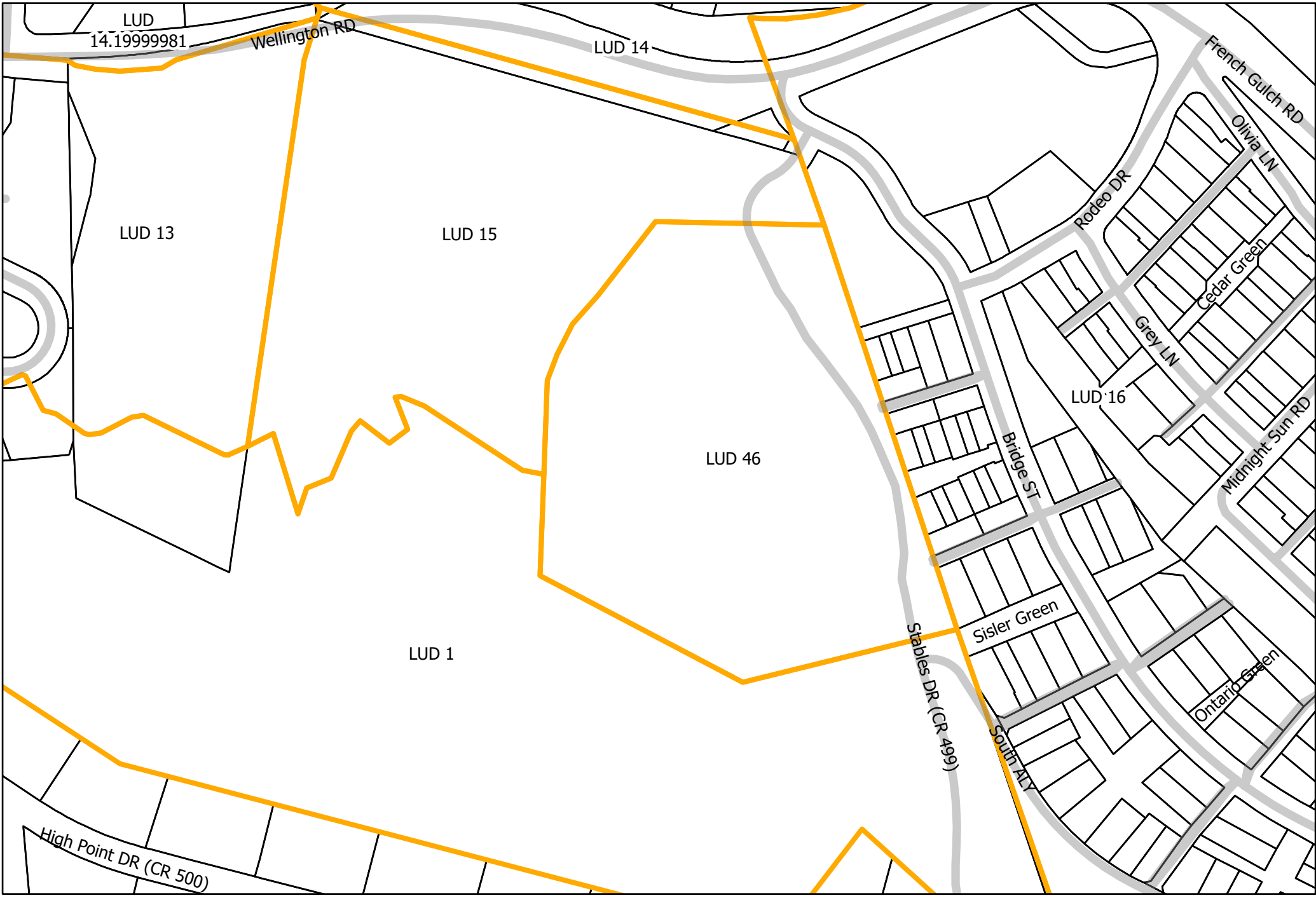
Portions of this District directly abut Land Use District 1 and 15. Given the existing and future uses of this District, compatibility conflicts should not occur as the use of District 46 for residential uses should not create any negative impacts. The District is compatible with the residential uses within adjacent Land Use District 16, which encompasses the Lincoln Park and Wellington Neighborhoods. The District is topographically lower and does not interfere with the hillside backdrop and the recreational uses associated with LUD 1.

Land Exchange Policy



No land under Federal jurisdiction was identified within this District.

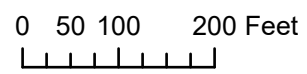
Annexation Suitability

All property within this District is located within the Town of Breckenridge.



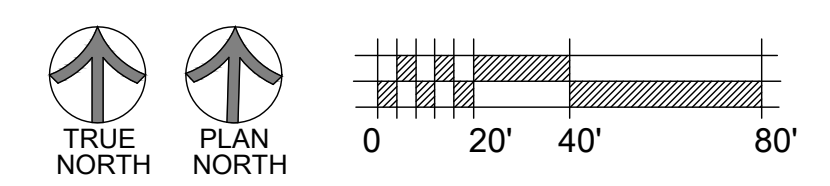
Proposed Land Use Districts
Including LUD 46
Exhibit A

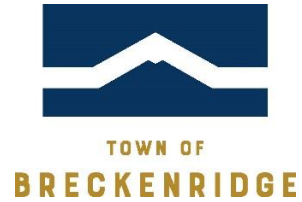
-  Parcels
-  Proposed LUDs





1 OVERALL SITE PLAN
 A1.1 SCALE: 1"=40.0'





Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 2/20/2023
Subject: Second Reading – Reduction of single use plastics and recycled paper carryout bag fee

At the February 14, 2023 Town Council Meeting, Staff was directed to bring back the Plastics Pollution ordinance for second reading with the following three changes:

1. Remove prohibition on single use condiments after July 1, 2024– continue to require “skip the stuff”.
2. Provide for exemptions on plastic beverage container prohibition related to milk, dietary and infant formulas.
3. Allow for to-go lids to prevent spills and comply with the current State requirement for to-go alcoholic beverages.

The purpose of this ordinance is to comply with provisions in Colorado HB 21-1162 and to expand regulations to limit single use plastics in order to meet the material management goals adopted in the SustainableBreck Plan (2022). Specifically, the ordinance:

1. Requires customers opt-in to single-use plastic service ware and condiments at retail food establishments.
2. Raises the recycled carryout bag fee to 25 cents and requires carryout bags to be 100% recycled content. The first 60% of the fees collected are remitted to the Town and the remaining 40% can be kept by the store for certain uses. Business with remaining inventory of 40% recycled content paper bags can use them until depleted.
3. Immediately bans all plastic beverage containers in any Town facility, park, or special event permitted by the Town.
4. Establishes a ban on polystyrene containers in retail food establishments beginning January 1, 2024 and other plastic carryout containers beginning July 1, 2024.
5. Prohibits all businesses from selling plastic beverage containers less than half gallon in size as well as offering plastic service ware beginning July 1, 2024. Exemptions for milk, dietary and infant formulas.
6. Establishes penalties.

It is Staff's recommendation that Council approve this ordinance on second reading.

4 **A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN**
5 **CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES.**
6
7

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

11 **Section 1.** That title 5, chapter 12, entitled "DISPOSABLE BAG FEE" is hereby
12 repealed and replaced in its entirety with the following language underlined to read as follows:
13
14

15 CHAPTER 12
16 REDUCTION OF SINGLE USE PLASTICS AND
17 RECYCLED PAPER CARRYOUT BAG FEE

18 5-12-1: DEFINITIONS:

19 As used in this Chapter, the following words shall have the following meanings. Where terms
20 are not defined, they shall have their ordinarily accepted meanings within the context that they
21 are used.

22 BUSINESS: means any commercial enterprise or establishment, including sole proprietorships,
23 joint ventures, partnerships, corporations or any other legal entity whether for profit or not for
24 profit. The definition of business is specifically intended to include both minor festival events
25 and major festival events.

26 CONTAINER: means a receptacle upon which or inside which food may be placed for
27 consumption, whether or not the receptacle can be fully closed. Container includes hinged food
28 containers, plates, bowls, bottles, cups, and trays.

29 COMPOSTABLE PLASTIC BAG: Any bag made of a thin, flexible plastic material, including but
30 not limited to plant based, cellulosic, polylactic (PLA), or bioplastic. May contain labeling such as
31 compostable, degradable, biodegradable, or oxo-biodegradable.

32 CUSTOMER: Any person who makes a retail purchase from store.

1 EXPANDED POLYSTYRENE: means blown polystyrene, commonly known as styrofoamtm,
2 and any other expanded or extruded foam consisting of thermoplastic petrochemical materials
3 utilizing a styrene monomer and processed by techniques that may include:
4 (a) for expandable bead polystyrene, fusion of polymer spheres;
5 (b) injection molding;
6 (c) foam molding; and
7 (d) for extruded foam polystyrene, extrusion blow molding.
8 FARMERS' AND ARTISANS' MARKET: A market at which local farmers and artisans sell their
9 products and crafts directly to consumers.
10 FOOD: means any raw, cooked, or processed edible substance, ice, beverage, or ingredient
11 used or intended for use or for sale, in whole or in part, for human consumption.
12 FINANCE DIRECTOR: The Finance Director of the town, or such person's designee.
13 PLASTIC: means a synthetic material made from linking monomers through a chemical reaction
14 to create a polymer chain that can be molded or extruded at high heat into various solid forms
15 that retain their defined shapes during their life cycle and after disposal.
16 PLASTIC BEVERAGE CONTAINER: means a beverage container less than half gallon in size
17 and may or may not contain a lid. "Plastic beverage container" does not mean medical products
18 or dietary or infant formulas.
19 POINT OF SALE: means a check-out stand, cash register, or other point at which a sales
20 transaction occurs in a store or retail food establishment or, for products that are ordered
21 remotely from a store or retail food establishment and delivered, the location where the products
22 are delivered.
23 POSTCONSUMER RECYCLED CONTENT: Any material that would otherwise be destined for
24 solid waste disposal, having completed its intended end use and product life cycle.
25 Postconsumer recycled material does not include materials and byproducts generated from
26 original manufacturing and fabrication process.
27 READY-TO-EAT FOOD: means food that is cooked or otherwise prepared in advance for
28 immediate consumption.

1 RECYCLED PAPER CARRYOUT BAG: means a bag that is one hundred percent recycled
2 material other post-consumer content furnished to a customer at a store or retail food
3 establishment at the point of sale for use by the customer to transport or carry purchased items.

4 Recycled carryout bag does not include:

5 (i) a bag made of paper when the paper has a basis weight of thirty pounds or less;

6 (ii) a bag that a pharmacy provides to a customer purchasing prescription medication; (iii) a bag
7 that a customer uses inside a store to:

8 (a) package loose or bulk items, such as fruits, vegetables, nuts, grains, candy, or greeting
9 cards; nails, bolts, screws, or other small hardware items; live insects, fish, crustaceans,
10 mollusks, or other small species; and bulk seed, bulk livestock feed, or bulk pet feed;

11 (b) contain or wrap frozen foods, meat, seafood, fish, flowers, potted plants, or other items that,
12 if they were to come in contact with other items, could dampen or contaminate the other items;
13 or

14 (c) contain unwrapped prepared foods or bakery goods; or

15 (iv) a laundry, dry cleaning, or garment bag.

16 RETAIL FOOD ESTABLISHMENT: means a retail operation that stores, prepares, or packages
17 food for human consumption or serves or otherwise provides food for human consumption to
18 consumers directly or indirectly through a delivery service, whether such food is consumed on
19 or off the premises or whether there is a charge for such food. "Retail food establishment" does
20 not mean:

21 (a) Any private home;

22 (b) Private boarding houses;

23 (c) Hospital and health facility patient feeding operations licensed by the Colorado department
24 of public health and environment;

25 (d) Child care centers and other child care facilities licensed by the department of human
26 services;

27 (e) Hunting camps and other outdoor recreation locations where food is prepared in the field
28 rather than at a fixed base of operation;

- 1 (f) Food or beverage wholesale manufacturing, processing, or packaging plants, or portions
2 thereof, that are subject to regulatory controls under state or federal laws or regulations;
- 3 (g) Motor vehicles used only for the transport of food;
- 4 (h) Establishments preparing and serving only hot coffee, hot tea, instant hot beverages, and
5 nonpotentially hazardous doughnuts or pastries obtained from sources complying with all laws
6 related to food and food labeling;
- 7 (i) Establishments that handle only nonpotentially hazardous prepackaged food and operations
8 serving only commercially prepared, prepackaged foods requiring no preparation other than the
9 heating of food within its original container or package;
- 10 (j) Farmers markets and roadside markets that offer only uncut fresh fruit and vegetables for
11 sale;
- 12 (k) Automated food merchandising enterprises that supply only prepackaged nonpotentially
13 hazardous food or drink or food or drink in bottles, cans, or cartons only, and operations that
14 dispense only chewing gum or salted nuts in their natural protective covering;
- 15 i. The donation, preparation, sale, or service of food by a nonprofit or charitable organization in
16 conjunction with an event or celebration if such donation, preparation, sale, or service of food:
- 17 ii. Does not exceed the duration of the event or celebration or a maximum of fifty-two days
18 within a calendar year; and
- 19 iii. Takes place in the county in which such nonprofit or charitable organization resides or is
20 principally located.
- 21 (m) A home, commercial, private, or public kitchen in which a person produces food products
22 sold directly to consumers pursuant to the "Colorado Cottage Foods Act", section 25-4-1614.
- 23 REUSABLE CARRYOUT BAG means a carryout bag that is designed and manufactured for at
24 least one hundred twenty-five uses, can carry at least twenty-two pounds over a distance of one
25 hundred seventy-five feet, has stitched handles, and is made of cloth, fiber, or other fabric or a
26 recycled material such as polyethylene terephthalate (pet). "Reusable carryout bag" does not
27 include bags made of biologically based polymers such as corn or other plant sources; except
28 that a carryout bag made of hemp is a reusable carryout bag if it is designed and manufactured
29 in accordance with the above specifications.

1 SINGLE-USE FOOD SERVICEWARE means all types of single-use items provided by a retail
2 food establishment or third-party delivery platform, including, but not limited to, utensils,
3 chopsticks, napkins, , straws, stirrers, splash sticks, and cocktail sticks, designed for a single-
4 use. Single-use food service ware does not include lids for to-go cups.

5 SINGLE-USE CONDIMENT means packaged, single-serving condiments, such as relishes,
6 spices, sauces, confections, or seasonings, that requires no additional preparation and that is
7 used on a food item. This includes, but is not limited to, ketchup, mustard, mayonnaise, soy
8 sauce, salsa, syrup, jam, jelly, salt, sweeteners, pepper, or chile pepper.

9 STORE means a grocery store, supermarket, convenience store, liquor store, dry cleaner,
10 pharmacy, drug store, clothing store, or other type of retail establishment, a farmers' market,
11 roadside market or stand, festival, or other temporary vendor or event that includes temporary
12 vendors at which carryout bags are traditionally provided to customers. STORE includes a
13 small store that operates solely in Colorado, has three or fewer locations in the state, and is not
14 part of a franchise, corporation, or partnership that has physical locations outside of Colorado.

15 THIRD-PARTY DELIVERY PLATFORM means any person, website, mobile application, or
16 other internet service that offers or arranges for the sale of food and beverages prepared by,
17 and the same-day delivery or same-day pickup of food and beverages from retail food
18 establishments.

19 5-12-2: RESTRICTIONS ON THE USE OF SINGLE-USE PLASTIC BAGS:

20 Stores are prohibited from providing customers single-use plastic carryout bags.

21 5-12-3: OPT-IN FOR ACCESSORIES PROVIDED BY RETAIL FOOD
22 ESTABLISHMENTS OR THIRD PARTY DELIVERY PLATFORMS:

23 A. Retail food establishments shall not provide straws, single-use condiments and/or
24 single-use serviceware unless a customer requests them at the point of ordering whether online,
25 by phone, or in-person. The penalties established in section 5-12-11 below shall be applicable
26 only to retail food establishments but not individual employees.

27 B. Third-party delivery platforms shall not provide single-use condiments and/or single-use
28 serviceware unless a customer requests them.

29 C. This section shall not apply to:

1 1. Self-service stations inside retail food establishments or special events providing
2 for single-use condiments and single-use serviceware.

3 2. Prepackaged items that include single-use condiments and single-use
4 serviceware.

5 3. Meals provided as part of a social service to vulnerable populations, including
6 without limitation, meals provided by school systems, homeless shelters and programs that
7 deliver meals to the elderly.

8 4. Specific accessories used by third-party delivery platforms, including cup lids,
9 spill plugs, and trays, in order to prevent spills and deliver food and beverages safely.

10 5-12-4: RECYCLED PAPER CARRYOUT BAG FEE:

11 A. A store shall collect twenty-five (\$.25) cents for each recycled paper carryout bag
12 provided to a customer at the point of sale.

13 B. A store shall provide an itemized receipt with the number of recycled paper carryout
14 bags provided to a customer per each transaction.

15 C. If a store has paper carryout bags containing at least forty (40) percent postconsumer
16 recycled content remaining in their inventory on the effective date of this ordinance, a store may
17 provide the remaining inventory to customers until the inventory is gone; provided, however, the
18 store shall charge twenty-five (\$.25) cents per bag provided.

19 5-12-5: SIGNAGE:

20 Stores shall conspicuously display a sign in a location inside or outside the store that alerts
21 customers about the recycled paper carry out bag fee.

22 5-12-6: STORE COLLECTION, REMITTANCE, USES OF THE RECYCLED PAPER CARRY
23 OUT BAG FEE:

24 A. Unless the fees collected in any quarter total less than twenty (20) dollars, a
25 store shall remit 60% of the first twenty-five (\$.25) cents of the fee to the Town of Breckenridge
26 and the store shall retain 40% of the remaining portion of the twenty-five (\$.25) cents.

27 B. A store shall only use the retained portion of the bag fee for the following
28 purposes:

- 1 1. To provide educational information to customers about the fee;
- 2 2. To provide the signage required;
- 3 3. To train staff in the implementation and administration of the fee;
- 4 4. To improve or alter infrastructure or computer programs to allow for the
5 implementation, collection, administration of the fee;
- 6 5. To encourage the use of reusable bags, and/or promote the recycling of
7 paper bags; and/or,
- 8 6. To improve infrastructure to increase recycling.

9 5-12-7: TOWN RECYCLED PAPER CARRY OUT BAG FEE FUND AND USES:

10 A. Administration of the fund.

- 11 1. The fee shall be administered by the finance director and in a manner that separately
12 tracks the collection and expenditure of such fees.
- 13 2. The fees collected in accordance with this section shall not be used for general
14 municipal or governmental purposes or spending, nor shall the fund ever be transferred to or
15 become part of the Town's general fund.

16 B. All sums of money collected by the Town per this section are intended to be used
17 exclusively for the following purposes:

- 18 1. Staffing, administration and enforcement of the program;
- 19 2. Developing recycling, composting, or other waste diversion programs;
- 20 3. Educating and developing outreach for the entire community, including residents,
21 business, and visitors to the Town;
- 22 4. Purchasing and installing equipment, reusable bags, and other materials designed to
23 minimize bag pollution, including but not limited to, recycling containers, and waste receptacles.

24 5-12-8: BAN ON SINGLE USE PLASTICS AND POLYSTYRENE:

- 25 A. Single use plastic beverage containers are prohibited for sale or use in any building or
26 portion of a building that the Town owns or leases, any building or portion of the building leased
27 to the Town, any Town park, and any special event of the Town or under a permit issued by the
28 Town.

1 B. Beginning January 1, 2024, a retail food establishment in the Town of Breckenridge shall
2 be prohibited from selling or offering for sale any product in any container that is made of
3 polystyrene products, also known in certain nomenclature as the trademarked name of
4 Styrofoam®.

5 C. Beginning July 1, 2024, any business in the Town of Breckenridge shall be prohibited
6 from selling or offering for sale any plastic beverage containers and further shall be prohibited
7 from providing single-use plastic food serviceware.

8 D. Beginning July 1, 2024, any retail food establishment shall be prohibited from selling or
9 offering for sale all single use plastic containers.

10 5-12-9: EXEMPTIONS:

11 This chapter does not apply to:

12 A. A bag brought into a store by a customer and used to transport goods from the store.

13 B. A bag that was previously used and made available to customers at a store.

14 C. A bag provided to a customer at no charge if the customer presents, at the time of
15 purchase, a benefit card or similar documentation reflecting participation in a federal, state,
16 county or Town income-qualified aid program, including but not limited to benefits delivered via
17 Electronic Benefits Transfer (EBT) such as the federal Supplemental Nutrition Assistant
18 Program (SNAP) or Supplemental Nutrition Program for Women, Infants and Children (WIC).

19 5-12-10: AUDITS; RECORDS; PENALTIES:

20 A. Each store shall maintain accurate and complete records of the recycled paper carryout bag
21 fees collected, the number of bags provided to customers, the form and recipients of any notice
22 required pursuant to this chapter, and any underlying records, including any books, accounts,
23 invoices, or other records necessary to verify the accuracy and completeness of such records. It
24 shall be the duty of each store to keep and preserve all such documents and records, including
25 any electronic information, for a period of three years from the end of the calendar year of such
26 records.

27 B. If requested, each store shall make its records available for audit by the finance director
28 during regular business hours for the Town to verify compliance with the provisions of this
29 chapter. All such information shall be treated as confidential commercial documents.

1 C. If any person fails, neglects, or refuses to collect or pay the bag fee, the finance director
2 shall make an estimate of the fees due, based on available information, and shall add thereto
3 penalties, interest, and any additions to the fees. The finance director shall serve upon the
4 delinquent store personally, by electronic mail or by first class mail directed to the last address
5 of the store on file with the town, written notice of such estimated fees, penalties, and interest,
6 constituting a Notice of Final Determination, Assessment, and Demand for Payment, (also
7 referred to as "Notice of Final Determination") due and payable within 30 calendar days after the
8 date of the notice.

9 D. If payment of any amount of the bag fee due to the Town is not received on or before the
10 applicable due date, penalty and interest charges shall be added to the amount due in the
11 amount of:

12 1. A penalty of ten percent (10%) of total due; and,

13 2. Interest charge of one (1%) percent of total penalty per month.

14 5-12-11: Fines and Penalties:

15 A. Upon the first violation, a one (1) time only written warning notice that a violation has
16 occurred shall be issued by the Town to store, business, and/or retail food establishment, as the
17 case may be. No monetary penalty shall be imposed for the first violation.

18 B. Upon a subsequent violation and conviction, the Town shall impose a penalty that shall
19 not exceed:

20 1. Fifty dollars (\$50.00) for the first violation after the written warning;

21 2. One hundred dollars (\$100.00) for the second violation in the same calendar year of the
22 first violation; and

23 3. Three hundred dollars (\$300.00) for the third and each subsequent violation in the same
24 calendar year of the earlier violations.

25 4. No more than one (1) penalty shall be imposed within a seven (7) day period.

26 5-12-12: APPEAL OF NOTICE OF FINAL DETERMINATION:

1 A. A store may request a hearing on any proposed fee imposed under this chapter after
2 receiving a notice of final determination, by filing a written request for hearing within thirty (30)
3 calendar days of the date of mailing of the notice of final determination. The request for hearing
4 shall set forth the reasons for and amount of changes in the notice of final determination that the
5 store seeks and such other information as the finance director may prescribe.

6 B. The manager or their designated hearing officer shall conduct the hearing under the
7 procedures prescribed by chapter 19 of title 1 of this code , except that the manager shall notify
8 the store in writing of the time and place of the hearing at least ten (10) days before it is
9 scheduled. The hearing shall be held within sixty (60) days of the date of receipt of the request
10 for a hearing, unless the Town and the store mutually agree to a later date or the hearing officer
11 otherwise has good cause to extend the time to hold a hearing.

12 C. The manager shall make a final decision and such decision shall be a final decision for
13 purposes of appeal to district court under C.R.C.P. Rule 106.

14 **Section 2.** 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 3.** 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 14th day of February, 2023. A Public Hearing shall be held at the
23 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 28th day of
24 February 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
25 Town.

26 TOWN OF BRECKENRIDGE, a Colorado municipal corporation

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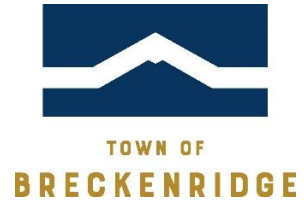
By: _____

Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,

Town Clerk



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 2/20/2023
Subject: Re: Recycled Paper Bag Carryout Fee Tax Code Exemption

This is the second reading of an ordinance that accompanies the plastics pollution bill and clarifies that the recycled paper carryout fee is exempt from the Town's sales tax code. This is consistent with the existing disposable bag fee.

Staff recommendations approval on second reading.

A BILL FOR AN ORDINANCE TO EXEMPT RECYCLED PAPER CARRYOUT BAG FEE FROM SALES TAX CODE.

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

Section 1. That a new subsection EE is hereby added to section 3-1-4 entitled "ITEMS EXEMPT FROM TAX" and underlined to read as follows:

EE. The Breckenridge Recycled Paper Carryout Bag Fee established in chapter 12 of title 5.

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

Section 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 14th day of February, 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 28th day of February, 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

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By: _____

Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,

Town Clerk



Memo

To: Breckenridge Town Council Members
Cc: Rick Holman, Shannon Haynes
From: James Phelps, Director Public Works
Date: 2/22/2023 (For February 28, 2023, TC Packet)
Subject: A Bill for Ordinance (Second Reading) Amending Title 12 -Municipal Water System, Chapter 3 – Cross Connections, Backflow Assembly compliance and civil penalties.

There has been one change or deletion to the bill for ordinance from the first reading.

The change/deletion is on page 3, line 29. The sentence that was deleted was not necessary as any requirement for gauges and calibration would be the responsibility of the certified cross-connection control technician. There are no additional changes from first reading.

With the Town Council's approval of the attached ordinance, the ordinance will go in effect April 2023.

Staff will be present to answer any questions.

A BILL FOR AN ORDINANCE AMENDING TITLE 12, CHAPTER 3, PERTAINING TO THE TOWN'S WATER SYSTEM CROSS CONNECTION CONTROL PROGRAM AND IN CONNECTION THEREWITH ADOPTING CIVIL PENALTIES FOR FAILURE TO COMPLY WITH THE PROGRAM REQUIREMENTS.

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

Section 1. That section 12-3-4 of the code is hereby amended to add new definitions that shall be placed in alphabetical order to read as follows:

COMPLAINANT: The responsible party who has filed an appeal of civil penalties imposed under this chapter.

RESPONSIBLE PARTY: The person billed for water service provided by the town, or the owner of the property served by town water if the owner is different than the person billed. In the event that the property owner and the person billed for town water service are different, the owner shall be solely responsible for all obligations and duties of this section.

Section 2. That section 12-3-5 is hereby repealed and replaced with the language underlines as follows:

A. All properties that are connected to the town's water system, except single-family residential uses without a fire suppression system, shall be subject to a survey for cross connections.

B. If a cross connection has been identified, the responsible party shall install an appropriate backflow prevention assembly and/or method at the responsible party's water service connection within one hundred twenty (120) days of its discovery.

C. The responsible party shall ensure that any backflow prevention assembly is installed in the following manner and/or location:

1. Downstream of the water meter or as close to that location as deemed practical by the town.

2. Provides access for maintenance, testing, and repair.

3. Provides adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact the waters of the state.

1 4. Protected in a manner to prevent freezing. Those assemblies and methods used
2 for seasonal services may be removed in lieu of being protected from freezing; provided,
3 however, that devices must be reinstalled and then tested by a certified cross connection control
4 technician prior to the service being activated.

5 5. Does not have connections or tees between the meter and the containment
6 backflow prevention assembly.

7 6. Provides a pressure controlling device where a backflow prevention assembly or
8 method is installed on a water supply system using storage water heating equipment such that
9 thermal expansion causes an increase in pressure

10 7. Reduced pressure principle backflow preventers shall not be subject to flooding.

11 8. In instances where a reduced pressure principle backflow preventer cannot be
12 installed, the responsible party shall install approved backflow prevention devices or methods at
13 all cross connections within the responsible party's plumbing system.

14 D. Existing buildings shall comply with all requirements of this chapter except for fire
15 sprinkler systems where the installation of a backflow prevention assembly or method will
16 comprise the integrity of the fire sprinkler system.

17 E. For new buildings, all building plans must be submitted to the town's building official for
18 review and approval in accordance with the adopted building codes in title 8, chapter 1, as
19 amended from time to time. In addition to requirements of this section, the plans must show:

20 1. Water service type, size and location;

21 2. Meter size and location;

22 3. Backflow prevention assembly size, type and location; and

23 4. Fire sprinkler system(s) service line, size, and type of backflow prevention assembly.

24 i. All fire sprinkling lines shall have a minimum protection of an approved double check
25 valve assembly for containment of the system.

26 ii. All glycol (ethylene or propylene) or antifreeze systems shall have an approved
27 reduced pressure principle backflow preventer for containment.

28 iii. Dry fire systems shall have an approved double check valve assembly installed
29 upstream of the air pressure valve.

30 iv. In cases where the installation of a backflow prevention assembly or method will
31 comprise the integrity of the fire sprinkler system the town will not require the backflow
32 protection. The town will measure chlorine residual at the service connection once a month and
33 perform periodic bacteriological testing at the site. If the town suspects water quality issues, the

1 town will evaluate the practicability of requiring that the fire sprinkler system be flushed
2 periodically.

3 **Section 3.** That section 12-3-6 entitled "INSPECTIONS, TESTING, AND REPAIR" shall
4 be amended by deleting the language stricken and adding the language underlined to read as
5 follows:

6 12-3-6: INSPECTIONS, TESTING, AND REPAIR:

7 A. The town shall require inspection testing, maintenance, and repairs and replacement of all
8 backflow prevention assemblies and methods, and of all required installations within the
9 responsible party's plumbing system in the cases where containment assemblies and/or
10 methods cannot be installed. All costs for design, installation, maintenance, testing and as
11 needed repair and replacement are to be borne by the responsible party.

12 B. The responsible party shall have a certified cross connection control technician test, at
13 the responsible party's sole expense, all Bbackflow prevention devices or methods shall be
14 tested by a certified cross connection control technician upon installation and tested at least
15 annually, thereafter. The tests shall be made at the expense of the owner.

16 4. C. The responsible party shall have a certified cross connection control technician
17 inspect, at responsible party's sole expense, Any backflow prevention device or method
18 that is nontestable shall be inspected at least once annually by a certified cross connection
19 control technician. The inspections shall be made at the expense of the owner.

20 BD. Within ~~sixty (60)~~ one hundred and twenty (120) days of a failed test, the backflow
21 prevention devices shall be repaired and retested or replaced and tested at the expense of the
22 owner. If not properly repaired and retested or replaced and tested within ~~sixty (60)~~ one hundred
23 and twenty (120) days of a failed test, the town has the authority to complete one of the
24 following actions:

- 25 1. Control the cross-connection;
- 26 2. Remove the cross-connection; or
- 27 3. Suspend water service to the water using property where the cross-connection is
28 located.

29 ~~C. Testing gauges shall be tested and calibrated for accuracy at least once annually.~~
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31

1 **Section 4.** That section 12-3-7 entitled “REPORTING AND RECORDKEEPING:” shall
2 be amended by deleting the language stricken and adding the language underlined to read as
3 follows:

4 A. The responsible party shall retain ~~Copies~~ of records of test reports, repairs, and retests, or
5 replacements ~~shall be kept by the owner~~ for a minimum of three (3) years.

6 B. The responsible party shall submit to the town via www.trackmybackflow.com mail to
7 backflow@townofbreckenridge.com ~~Copies~~ of records of test reports, repairs and retests ~~shall~~
8 ~~be submitted to the town via www.trackmybackflow.com by~~ of the testing company or testing
9 technician.

10 C. Test reports shall contain the following information:

- 11 1. Assembly or method type;
- 12 2. Assembly or method location;
- 13 3. Assembly make, model and serial number;
- 14 4. Assembly size;
- 15 5. Test date;
- 16 6. Test results including all results that would justify a pass or fail outcome;
- 17 7. Certified cross connection control technician certification agency;
- 18 8. Technician's certification number;
- 19 9. Technician's certification expiration date;
- 20 10. Test kit manufacturer, model and serial number;
- 21 11. Test kit calibration date; and
- 22 12. Such other information as the Water Division Manager shall require.

1 **Section 5.** That section 12-3-8 entitled “RIGHT OF ENTRY” is hereby repealed and
2 replaced in its entirety to read as follows:

3 Upon presentation of credentials, a representative of the town shall have the right to request
4 entry, at any reasonable time, to a property served by a connection to the water system for the
5 purpose of inspecting the property for cross connections. If such entry is refused, the
6 representative may procure the right to enter and inspect by application to and proper orders
7 from the municipal court. It shall be unlawful for any owner or occupant to refuse to allow the
8 representative access to a property when the representative is acting in compliance with a
9 warrant for inspection and order issued by the municipal court. Refusing entry to the town
10 representative shall be sufficient cause for the town to discontinue water service to the property.

11 **Section 6.** That section 12-3-9 entitled “COMPLIANCE” is hereby repealed and replaced
12 in its entirety to read as follows:

13 12-3-9: COMPLIANCE, NOTICE OF VIOLATION AND CIVIL PENALTIES:

14 A. Failure of the responsible party to comply with the requirements of this chapter shall be
15 subject to the following actions and penalties:

16 1. Upon failure to comply, a notice of reminder will be mailed to the responsible party.
17 The responsible party shall have thirty (30) calendar days from the annual due date to comply.

18 2. In the event that the responsible party does not comply within thirty (30) days of the
19 annual due date, a first violation notice and a \$1,000.00 charge will be added to the water bill for
20 the property as a civil penalty. If the responsible party provides proof of compliance to the town
21 within sixty (60) days of the annual due date, \$600.00 of this charge will be waived.

22 3. In the event that the responsible party does not comply within sixty (60) days of the
23 annual due date, a second violation notice and a \$2,000.00 charge will be added to the water
24 bill for the property as a civil penalty.

25 3. In the event that the responsible party does not comply within ninety (90) days of the
26 annual due date, notice of termination of service will be left at the property and mailed to the
27 party billed for water service and the property owner, if different from the billed party. Water
28 service may be terminated seven (7) days after notice and may remain terminated until such
29 time as the responsible party complies with the requirements of this chapter.

30 B. Any penalty imposed pursuant to this section may be appealed to the town manager or their
31 designee pursuant to the appeal procedure set forth in section 12-3-10.

32 C. Service of water to any premises may also be discontinued by the public works director or
33 their designee if uncontrolled cross-connections exist on the premises, if any defect is found in
34

1 an installed backflow prevention assembly, if a backflow prevention assembly has been
2 removed or bypassed or does not adequately protect the public health.

3 D. Service will be discontinued within one hundred and twenty (120) days of notification of a
4 failed test or notification of an inadequate backflow prevention method and shall not be restored
5 until such conditions or defects are corrected to the satisfaction of the director.

6
7 **Section 7.** That section 12-3-10 entitled "CONFLICT WITH OTHER CODES" be
8 repealed and replaced with the language underlined below to read as follows:

9 12-3-10: APPEAL PROCESS

10 A person may request an appeal of any civil penalty imposed under this chapter by submitting a
11 complaint in writing within twenty (20) days after the date of the notice of violation. The town
12 manager or their designated hearing officer set the matter for a hearing within thirty (30) days
13 after receipt of the complaint, or shall schedule a hearing on a date agreeable to both parties.
14 A complainant shall be given reasonable notice of any hearing before a hearing officer by U.S.
15 mail. When a complainant is represented by an attorney, notice of any action, finding,
16 determination, decision or order affecting the complainant shall also be served upon the
17 attorney by U.S. mail.

18 **Section 8.** That a new section 12-3-11 be added to read as follows:

19
20 12-3-11: CONDUCT AND PROCEDURES AT HEARINGS:

21 A. The complainant shall be allowed to be represented by counsel, the parties shall have
22 the right to present evidence, and cross examine witnesses. The burden of proof shall be on
23 the town to prove a violation by a preponderance of the evidence.

24 B. The hearing officer shall make findings of fact for review by the town manager.

25 C. Upon receipt of the findings of fact, the town manager shall make a final determination
26 as to the penalty imposed.

27 D. Stipulation in Lieu of Public Hearing. A complainant who has filed an appeal in
28 accordance with this section may contact the town attorney to discuss allegations in the
29 complaint and in attempt to resolve the matter without a hearing; provided however, the
30 complainant shall contact the town attorney no later than seven (14) days prior to the scheduled
31 hearing date.

32 E. The Town's manager's decision shall be delivered in writing to the complainant and shall
33 be final, subject to the right of complainant to contest the matter in an appropriate court action
34 commenced under rule 106(a)(4) of the Colorado rules of civil procedure.

1 **Section 9.** That a new section 12-3-12 be added to read as follows:

2 12-3-12: CONFLICT WITH OTHER CODES:

3 If there is a conflict between the provisions of this chapter and any code adopted by reference in
4 title 8, chapter 1 of this code, then the most stringent provisions shall prevail.

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

9 **Section 11.** This ordinance shall be published and become effective as provided by
10 Section 5.9 of the Breckenridge Town Charter.

11
12 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
13 PUBLISHED IN FULL this ____ day of _____, 2023. A Public Hearing shall be held at the
14 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
15 _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
16 Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

26 ATTEST:

31 _____
Helen Cospolich, CMC,
32 Town Clerk
33



Memo

To: Breckenridge Town Council
From: Teddy Wilkinson, Sustainability Administrator
Date: 2/22/2023
Subject: Easements for EV Supply Infrastructure (2nd Reading)

This is the second reading of a Bill that authorizes the Town Manager to enter into a service agreement with Xcel, as well as provide the accompanying easement, to install and maintain EV supply infrastructure and Xcel-owned charging equipment at the Breckenridge Grand Vacations Community Center (103 South Harris St).

Through this site host agreement, Xcel will install, own, and operate two DC Fast Chargers at this location, which would be open and available for use by the public. Current design locates the chargers in the North parking lot. Breckenridge was one of just 6 communities selected in the first round of this program, out of 21 applications received.

This project would bring a much-needed EV fast charging opportunity to the community, at little to no cost to the Town. If approved, installation work would likely begin this summer. Staff recommends that Council approve this bill on second reading.

AN ORDINANCE AUTHORIZING THE GRANTING OF EASEMENTS TO PUBLIC SERVICE COMPANY OF COLORADO FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND XCEL ENERGY OWNED CHARGING EQUIPMENT.

WHEREAS, Public Service Company of Colorado has requested the granting of certain easements over, across, and through certain real property owned by the Town; and

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

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

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

Section 1. The Town Manager is authorized, empowered, and directed to execute, acknowledge, and deliver to Public Service Company of Colorado easements for the installation of electric vehicle charging equipment as more fully described in the Xcel Energy DCFC Site Host agreement, Exhibit A, attached hereto and incorporated by reference.

Section 2. The Xcel Energy DCFC Site Host agreement contemplates that the Town shall grant to Public Service Company of Colorado an easement area at the Breckenridge Grand Vacations Community Center, 103 South Harris St.

Section 3. The areas in the approved easements for each location shall be further described and defined on the basis of an as-built drawing and description to be provided by Public Service Company of Colorado at its cost following the installation of Public Service Company of Colorado's charging stations. Upon the approval by Grantor and Grantee of the as-built drawing and description of the easement areas the Town Manager is further authorized to execute, acknowledge, and deliver an amended grant of easement based on an as-built legal description.

Section 4. The Town Council hereby finds, determines and declares that this ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity,

1 and improve the order, comfort and convenience of the Town of Breckenridge and the
2 inhabitants thereof.

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

5 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
6 PUBLISHED IN FULL this ___ day of ____, 2023. A Public Hearing shall be held at the regular
7 meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of ____,
8 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

9

10 TOWN OF BRECKENRIDGE, a Colorado
11 municipal corporation

12

13

14

15

By: _____

16

Eric S. Mamula, Mayor

17

18 ATTEST:

19

20

21

22



23 Helen Cospolich, CMC,

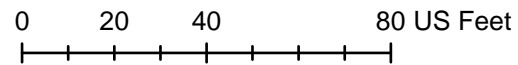
24 Town Clerk

25



Town of Breckenridge
South Brach Library- 103 S Harris
Proposed EV Charging Stations
and Parking Spaces

-  Xcel-owned single-port DCFC EV Charger
-  EV Parking Spaces- 9' x 19'



XCEL ENERGY DC FAST CHARGING SITE HOST AGREEMENT

THIS XCEL ENERGY DC FAST CHARGING SITE HOST AGREEMENT (the “Agreement”), is made on the date last executed (“Effective Date”) by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, doing business as Xcel Energy (“Xcel Energy”), 1800 Larimer Street, Denver, Colorado 80202, and _____ (“Site Host”) having an address of _____. Customer and Xcel Energy may be referred to herein individually as a “Party” or collectively as the “Parties.”

The Parties hereto, each in consideration of the promises of the other in this Agreement, agree as follows:

1. Definitions

- “Applicable Laws” means all applicable federal and state laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, and orders of any governmental entity having jurisdiction over the electric vehicle (“Electric Vehicle” or “EV”) the Program, the services set forth in this Agreement, the practices involved in the services set forth in this Agreement, or any work Xcel Energy or Customer performs relating to this Agreement.
- “Infrastructure Buyout Amount” means an amount equal to the EV Supply Infrastructure Costs reduced by ten percent (10%) for each full calendar year between the In-Service Date and the date of termination of the Agreement. By way of example only, if the Agreement is terminated eighteen (18) months after the In-Service Date, and Customer is required to pay the Infrastructure Buyout Amount in accordance with Section 5 of this Agreement, the Infrastructure Buyout Amount payable by Customer would be equal to ninety percent (90%) of the EV Supply Infrastructure Costs. In the event the Agreement is terminated by Customer under Section 5.1 or terminated by Xcel Energy for Customer’s breach under Section 5.2.3 prior to the In-Service Date, the Infrastructure Buyout Amount shall equal the EV Supply Infrastructure Costs.
- “Site Host Location” means _____

_____.
- “Dispute” means a disagreement between Xcel Energy and Site Host that arises under, or that relates to, the Agreement.
- “EV Driver” means an individual who uses the Charging Equipment at the Site Host Location to charge an Electric Vehicle.
- “EV Supply Infrastructure” means service panels, conduit, and wiring from the service connection to the charger stub. EV Supply Infrastructure also includes the line extension necessary to connect Xcel Energy’s distribution system to the service connection and does not include the Charging Equipment.

- "EV Supply Infrastructure Costs" means the total costs and expenditures incurred by Xcel Energy to procure, design, construct, and install the EV Supply Infrastructure at the Site Host Location, including but not limited to costs of labor, labor loading, materials, transportation, overhead, indirect allocated costs, any allowance for funds used during construction ("AFUDC"), and any other capital related expenditures.
- "Facilities" means any privately, publicly, or cooperatively owned line, system, and/or other utility item that produces, transmits, or distributes communications, power, cable, television, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, signal systems, and other products or services that serve the public, and/or a privately-owned irrigation system. Any necessary appurtenances to each Facility are considered a part of the Facility.
- "In-Service Date" means the date that EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location has been installed, connected, tested, and is ready to use by EV Drivers. Following the installation and testing of the EV Supply Infrastructure, and Xcel Energy Owned Charging Equipment at the Site Host Location, the Parties will mutually agree upon and document the In-Service Date applicable to the Site Host Location.
- "Program" means the Xcel Energy DC Fast Charging Program under which Xcel Energy will procure, install, maintain, own and operate EV Supply Infrastructure and Xcel Energy Owned Charging Equipment to support EV charging by EV Drivers at the Site Host Location.
- "Xcel Energy Owned Charging Equipment" means the Charging Equipment which is supplied, installed, owned and operated by Xcel Energy at the Site Host Location.

2. Eligibility and Availability

- 2.1 To be eligible to participate in the Program and prior to Xcel Energy undertaking any Xcel Energy responsibility set forth in Section 4, Site Host must meet, and continue to meet during the Term, and will provide documentation acceptable to Xcel Energy evidencing that Site Host meets all the following requirements (the "Site Host Requirements"):
- 2.1.1 Qualify as a non-residential electric customer of Xcel Energy in Colorado;
 - 2.1.2 Be located in a pre-approved geographic location as determined by Xcel Energy
 - 2.1.3 Own or lease the Site Host Location
 - 2.1.4 Provide express written consent, in a form acceptable to Xcel Energy in its sole discretion, from the owner of the Site Host Location to grant Xcel Energy the appropriate real property rights and continuous access to EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, installed, owned, maintained and operated by Xcel Energy, including an easement signed by the owner of the Site Host Location, in the form attached hereto as Exhibit A;
 - 2.1.5 All Charging Equipment electric load will be separately metered from any other load served at the Site Host Location;

- 2.2 To be eligible to receive EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Site Host must also provide documentation acceptable to Xcel Energy evidencing that the Site Host Location meets the following requirements (the “Site Host Location Requirements”):
 - 2.2.1 Be located in Xcel Energy’s electric service territory;
 - 2.2.2 Be located in a pre-approved geographic location as defined by Xcel Energy
 - 2.2.3 Meet Xcel Energy’s minimum safety, accessibility, convenience, and reliability requirements;
 - 2.2.4 Be able to provide a location acceptable to Xcel Energy, in Xcel Energy’s sole determination, to deploy Xcel Energy Owned Charging Equipment in a cost-effective manner, based on factors such as proximity to transformers, length of trenching, available transmission and distribution capacity, and ease of access for EV Drivers, as determined by Xcel Energy in its sole discretion; and

3. Site Host Responsibilities

- 3.1 Site Host will comply with Xcel Energy’s safety and technical specifications.
- 3.2 Site Host will assist in coordinating installation and maintenance of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location with Xcel Energy and its contractor(s), including any applicable Charging Equipment manufacturers, vendors, or subcontractors, who provide services in connection with installing and maintaining the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. This will include issuing or obtaining any necessary license and right to allow Xcel Energy and its contractor(s) access to the Site Host Location for the installation and maintenance of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. Site Host will also meet regularly with Xcel Energy to review and coordinate time schedules and track EV Supply Infrastructure and Xcel Energy Owned Charging Equipment installation status.
- 3.3 Site Host will provide Xcel Energy with accurate and complete information in order to permit Xcel Energy to successfully install and complete the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment for the Program.
- 3.4 After installation of both the Xcel Energy Owned Charging Equipment and EV Supply Infrastructure is completed, Site Host will make the Site Host Location where the Xcel Energy Owned Charging Equipment is situated available to EV Drivers for EV charging twenty-four (24) hours each day, seven (7) days each week and continue to operate business at the Site Host Location as described in Customer’s Program application submitted to and approved by Xcel Energy. This includes ensuring that the parking spaces

designated for the use of the Xcel Energy Owned Charging Equipment are not used for general parking and are available at all times for EV Drivers to charge their EVs.

- 3.5 Site Host will promptly notify Xcel Energy or its charging network provider in the event Site Host becomes aware that the Xcel Energy Owned Charging Equipment or EV Supply Infrastructure fails to operate or otherwise requires repair.
- 3.6 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure or Xcel Energy Owned Charging Equipment, that is caused by the Site Host or its employees, agents, or contractors, and not covered by a manufacturer's warranty, Site Host may either request that Xcel Energy replace the necessary equipment at Site Host's expense or terminate this Agreement pursuant to Section 5.1 and pay Xcel Energy the Infrastructure Buyout Amount as set forth in Section 5.3.
- 3.7 Site Host will maintain the area surrounding the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, including but not limited to, pavement maintenance, pruning of vegetation, snow removal, and the repair of security lighting.

4. Xcel Energy Responsibilities

- 4.1 Xcel Energy and/or qualified and competent contractors hired by Xcel Energy will prepare construction drawings ("Construction Drawings") for the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at location(s) within the Site Host Location determined by Site Host in coordination with Xcel Energy. The Construction Drawings will show the proposed EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, and its location(s) within the Site Host Location. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure, Customer will receive Construction Drawings.
- 4.2 Xcel Energy will prepare and coordinate the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, installation schedule ("Installation Schedule") with designated Site Host staff as to minimize disruption to Site Host's operations. Xcel Energy will also meet regularly with Site Host staff to review and coordinate time schedules and track EV Supply Infrastructure and Charging Equipment installation status. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Site Host must approve the Installation Schedule. Once approved, the Installation Schedule may be modified only with the mutual consent of both Parties.
- 4.3 Xcel Energy will install the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, pursuant to the Installation Schedule and consistent with the Construction Drawings in a good and workmanlike manner, with qualified and competent contractors, in compliance with all applicable codes and engineering standards, and in compliance with all Applicable Laws.
- 4.4 Except as otherwise provided in this Agreement, Xcel Energy will retain title and ownership of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, once installation and commissioning are completed. Site Host shall acquire no right, title, or interest in any portion of the work performed by Xcel Energy or Xcel Energy's

equipment, EV Supply Infrastructure, Xcel Energy Owned Charging Equipment, or Facilities unless transferred to Site Host under the provisions in Section 5. The work constructed and installed by Xcel Energy shall be and remain the personal property of Xcel Energy, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Site Host or any third party for the Term of this Agreement, and Site Host shall not allow lien claims, third-party interest, or any encumbrances to be placed on the work, EV Supply Infrastructure, and/or Xcel Energy Owned Charging Equipment. Xcel Energy shall not permit any mechanics' or other liens to be placed on Site Host Location during the Term of this Agreement caused by or resulting from any work performed, materials, or supplies furnished by or at the request of Xcel Energy or its contractors.

- 4.5 Xcel Energy shall own, operate, and maintain, at its own expense, the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location for the Term of this Agreement, unless terminated earlier as provided herein. Xcel Energy may engage one or more third-party contractors to complete its obligations under this Agreement. Xcel Energy shall not knowingly award contracts to contractors who have been or are suspended or debarred by the State of Colorado or the United States. Xcel Energy shall be responsible for supervising any third-party contractor it chooses to retain.
- 4.6 After installation of, and while Xcel Energy owns, the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Xcel Energy shall conduct emergency repairs on the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment on an as needed basis in accordance with the following:
 - 4.6.1 Requests for emergency repairs can be made by Site Host or Xcel Energy staff.
 - 4.6.2 Site Host's requests for repair shall be made via telephone, email, or text message to an agreed-upon third party or representative at Xcel Energy.
 - 4.6.3 All emergency repairs shall be completed by qualified technicians selected by Xcel Energy.
 - 4.6.4 Emergency repair service calls shall begin with inspection of malfunctioning EV Supply Infrastructure or Xcel Energy Owned Charging Equipment, as applicable, a diagnosis of the potential issue, and an expected time required for repair.
 - 4.6.5 Xcel Energy shall use commercially reasonable efforts to repair the EV Supply Infrastructure or Xcel Energy Owned Charging Equipment, as applicable, in a timely manner.
- 4.7 After installation of, and while Xcel Energy owns the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Xcel Energy may inspect the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location for general wear or malfunction on a periodic basis as determined by Xcel Energy.

- 4.8 Xcel Energy shall be responsible for the cost of purchasing and installing the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. Xcel Energy shall also be responsible for all costs that Xcel Energy, in its sole discretion, deems reasonably required for operating and maintaining the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. All payments for this EV Supply Infrastructure and Xcel Energy Owned Charging Equipment will be made directly by Xcel Energy to the third-party contractor retained to complete the work, and Xcel Energy will have no financial obligation for any payments to Site Host.
- 4.9 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment that is caused by Xcel Energy, or its employees, agents, or contractors, and not covered by a manufacturer's warranty, Xcel Energy may either replace the necessary equipment at Xcel Energy's expense or terminate this Agreement pursuant to Section 5.1.
- 4.10 Xcel Energy may charge EV Drivers for the use of the Xcel Energy Owned Charging Equipment and will determine, in its sole discretion, the rates charged to EV Drivers per Colorado Public Utility Commission (the "Commission") Docket 21AL-0494E. Xcel Energy will process all payments and collect all revenues from charging that occurs at Xcel Energy Owned Charging Equipment. Site Host shall not be entitled to any payment or revenues generated from the use of the Xcel Energy Owned Charging Equipment.
- 4.11 Xcel Energy will pay for the power consumed by the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment.

5. Term and Termination

- 5.1 This Agreement shall be effective upon the Effective Date. The term of this Agreement (the "Term") shall be from the Effective Date until ten (10) years following the In-Service Date. Subject to Section 5.3, either Party may terminate this Agreement for any reason or no reason, without cause, at any time by providing the other Party sixty (60) Calendar Days prior written notice. If Xcel Energy terminates this Agreement pursuant to this Section 5.1 for a reason other than Site Host's material breach of Site Host's obligations under this Agreement, Xcel Energy shall transfer title of the EV Supply Infrastructure to Site Host without any payment from Site Host, including the Infrastructure Buyout Amount, and the EV Supply Infrastructure will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy. Upon termination, Xcel Energy Owned Charging Equipment will be removed by Xcel Energy at its own expense.
- 5.2 Either Party may terminate this Agreement if the other Party materially breaches any of its obligations under the Agreement, in accordance with the following:
- 5.2.1. Prior to termination pursuant to this Section 5.2, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of the notice (or if the breach is not one that can be reasonably cured within thirty (30) days and if the breaching Party is not working diligently to cure such breach), then the Party giving the notice may

terminate the Agreement without reference to Section 5.1 at any time thereafter by giving a written notice of termination.

- 5.2.2. If Site Host terminates pursuant to this Section 5.2 for Xcel Energy's material breach of the Agreement, as Site Host's sole and exclusive remedy, Xcel Energy shall transfer title of the EV Supply Infrastructure to Site Host, without any payment from Site Host, including the Infrastructure Buyout Amount set forth in Section 5.3, and the EV Supply Infrastructure will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy.
 - 5.2.3. If Xcel Energy terminates pursuant to this Section 5.2 for Site Host's material breach of the Agreement, Site Host shall pay the Infrastructure Buyout Amount, and when such fee is paid, Xcel Energy shall transfer title of all EV Supply Infrastructure to Site Host on an "AS IS" basis, without any warranty (express or implied).
 - 5.2.4. A Party terminating this Agreement pursuant to this Section 5.2 does not waive its rights to any remedy at law or in equity for a material breach of the Agreement.
- 5.3 Should (a) Site Host terminate this Agreement for any reason other than pursuant to the provisions of Section 5.2.2 for Xcel Energy's material breach of its obligations hereunder, or (b) Xcel Energy terminate this Agreement pursuant to the provisions of Section 5.2.3 for Site Host's material breach of its obligations hereunder, Site Host will be charged and Site Host will pay to Xcel Energy the Infrastructure Buyout Amount. The Infrastructure Buyout Amount, if applicable, will be due and payable by Site Host thirty (30) days following the termination of the Agreement. Upon payment of the Infrastructure Buyout Amount, Xcel Energy will transfer title of the EV Supply Infrastructure to Site Host on an "AS IS" basis, without any warranty (express or implied).
- 5.4 At least one hundred and eighty (180) Calendar Days prior to the end of the Term of this Agreement, the Parties shall endeavor to negotiate a mutually agreeable plan for the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment that will commence at the end of the Term of this Agreement, including but not limited to the following:
- 5.4.1 Extension of the Term of this Agreement for a mutually agreed period of time with the default extension option being 5 years;
 - 5.4.2 Upon expiration of the Term, Xcel Energy transfers the title to the EV Supply Infrastructure to Site Host in "AS IS" condition, without any warranties (express or implied) by Xcel Energy; or
 - 5.4.3 Upon expiration of the Term, Xcel Energy removes, at Site Host's expense, the portion of the EV Supply Infrastructure that is above ground, restoring the Site Host Location to original conditions or any other conditions agreed upon by the Parties, and Xcel Energy shall transfer title of the remaining portion of the EV Supply Infrastructure that is not above ground to Site Host, without any

payment from Site Host, and the Remaining EV Supply Infrastructure will be deemed abandoned in place in “AS IS” condition, without any warranty (express or implied) by Xcel Energy.

- 5.5 If, at the end of the Term of the Agreement, the Parties have not come to a mutual agreement pursuant to Section 5.4 above, the Term of the Agreement shall continue until the Parties are able to come to a mutual agreement or until either Party unilaterally terminates the Agreement pursuant to Section 5.1.
- 5.6 Upon termination or expiration of the Agreement, Xcel Energy will remove any Xcel Energy Owned Charging Equipment from the Site Host Location at no cost to Site Host.
- 5.7 Upon termination or expiration of the Agreement, to the extent Site Host takes ownership of the EV Supply Infrastructure, Site Host assumes the responsibility of maintaining the EV Supply Infrastructure, and in order to continue receiving electric service, Site Host must take electric service pursuant to a tariff for which the Site Host is then eligible.

6. Warranties, Indemnification, and Limitation of Liability

- 6.1 Site Host represents and warrants that: (i) the execution, delivery, and performance of the Agreement has been duly authorized by all requisite action on the part of Site Host, and Site Host has full power and authority to grant the rights and licenses granted by the Agreement to Xcel Energy; (ii) this Agreement constitutes the legal, valid, and binding obligation of Site Host; (iii) Site Host is and will remain duly licensed, authorized or qualified to do business, and in good standing; and (iv) Site Host is and will remain in compliance with all Applicable Laws applicable to Site Host in connection with performance under this Agreement.
- 6.2 Xcel Energy, itself or through its contractor(s), shall perform the installation of the EV Supply Infrastructure and the Xcel Energy Owned Charging Equipment, as applicable, in a safe and professional manner in accordance with all Applicable Laws. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6.2, XCEL ENERGY MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT, WITH RESPECT TO THE WORK TO BE PERFORMED, SERVICES TO BE PROVIDED, OR EV SUPPLY INFRASTRUCTURE OR XCEL ENERGY OWNED CHARGING EQUIPMENT TO BE DELIVERED UNDER THIS AGREEMENT. IN THE EVENT TITLE TO EV SUPPLY INFRASTRUCTURE OR XCEL ENERGY OWNED CHARGING EQUIPMENT IS TRANSFERRED TO SITE HOST IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THE EV SUPPLY INFRASTRUCTURE AND XCEL ENERGY OWNED CHARGING EQUIPMENT IS PROVIDED “AS IS” AND WITH NO WARRANTY OF ANY KIND. XCEL ENERGY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 6.3 **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL XCEL ENERGY BE LIABLE TO SITE HOST AND ITS AGENTS CONTRACTORS AND EMPLOYEES, FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.**

- 6.4 Subject to the limitations contained in this Agreement, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by Applicable Laws and shall not be responsible for the acts of the other Party and the results thereof. Notwithstanding the foregoing, to the fullest extent allowed by Applicable Laws, Site Host shall, at its own expense, defend, indemnify, and hold Xcel Energy harmless from and against any claims, lawsuits, liability, losses, damages, or expenses (including attorney's fees) arising out of, resulting from, or in any way connected with the: (i) breach of any warranty set forth in Section 6.1; or (ii) the breach of Sections 2.1.4 and 3.2.
- 6.5 In no event will Xcel Energy be liable to Site Host for any claims, expenses, losses, damages, or lawsuits arising out of any interruptions or disturbances in electric service. Except as described in this section, Xcel Energy's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement, or from performance or breach thereof, shall in no case exceed the total dollar amount for the specific work giving rise to the claim.

7. General Terms

- 7.1 *No Third-Party Beneficiary.* This Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
- 7.2 *Assignment Prohibited.* Site Host shall not assign the Agreement, or any part thereof, nor delegate in whole or in part, its responsibilities hereunder, without the prior written consent of Xcel Energy. Unless otherwise agreed to in writing by Xcel Energy, no assignment will release or discharge Site Host from any obligations under the Agreement. Any prohibited assignment or delegation shall be null and void.
- 7.3 *Legal Compliance.* The Parties shall comply with all Applicable Laws. Each Party shall monitor its agents, contractors, and employees for the purposes of ensuring compliance with all Applicable Laws. If any change in circumstances or law will affect a Party's performance under this Agreement, that Party shall notify the other Party of the change in circumstances or law at the earliest reasonable opportunity, and the Parties will negotiate in good faith to modify the Agreement to take into account the changed circumstance or law.
- 7.4 *Dispute Resolution.* In the event of any Dispute arising out of or relating to this Agreement, the complaining Party shall provide written notice of the Dispute to the other Party. The Dispute notice shall describe the facts surrounding the Dispute in sufficient detail to apprise the other Party of the nature of the Dispute.

Xcel Energy and Site Host shall attempt in good faith to settle all Disputes through the negotiation process set forth in this Section. To this effect, unless otherwise agreed, Xcel Energy and Site Host shall conduct at least one face-to-face meeting between the designated representatives from both Parties in an attempt to reach a solution that is satisfactory to both Xcel Energy and Site Host. Such a meeting shall take place within seven (7) Calendar Days following delivery of a Dispute notice. If that meeting does not

resolve the Dispute, Xcel Energy and Site Host shall have executive level leadership from both Parties meet and attempt to resolve the Dispute.

If Xcel Energy and Site Host fail to resolve a Dispute in accordance with this Section, either Party may, subject to Section 7.5, proceed to a court of competent jurisdiction and may, subject to any limitation set forth herein, pursue any remedies available to it at law or in equity.

- 7.5 *Applicable Law and Venue.* This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for all legal proceedings arising out of or relating to this Agreement or breach thereof shall be in the state or federal court with competent jurisdiction in Denver County, Colorado.
- 7.6 *Non-Waiver.* The failure of either Party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in this Agreement shall not be deemed a waiver by that Party of any subsequent breach or default in the said terms, conditions, or covenants by the other Party.
- 7.7 *Complete Agreement.* This Agreement constitutes the complete and exclusive understanding of the Parties concerning its subject matter. This Agreement supersedes all prior agreements, representations, understandings, and communications, written or oral, between the Parties as to the subject matter of this Agreement.
- 7.8 *Amendments.* The terms of this Agreement may be changed, amended or modified only by mutual signed agreement of the Parties.
- 7.9 *Consent to Disclose.* Site Host consents to Xcel Energy's disclosure of the existence, terms, and status of this Agreement consistent with Commission data privacy requirements. Site Host further acknowledges that pursuant to Section 3.7 of this Agreement, Xcel Energy may disclose any information and documents Site Host provides to Xcel Energy pursuant to this Agreement. Site Host also consents to Xcel Energy's disclosure of any information concerning the EV Supply Infrastructure and related services provided to Site Host that Xcel Energy has in its possession, including "Site Host data" as defined by Commission rules, to address Xcel Energy's reporting requirements in Commission proceedings, including without limitation those established in Proceeding No. 20A-0204E. To the extent the Commission requires any additional written consent from Site Host for disclosure of such information, Site Host agrees to cooperate with any such request by Xcel Energy. Without limiting the foregoing, by signing this Agreement and participating in the Program, the Site Host consents and authorizes Xcel Energy to provide the Site Host's information related to the Agreement or the Program to third parties, including but not limited to the Colorado Energy Office and the Regional Air Quality Council, for the purpose of administering the Program, coordinating with other third parties offering EV programs and ensuring that the Program participants are not receiving funding multiple times for the same equipment and/or costs.
- 7.10 *Property of Xcel Energy.* All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Xcel Energy or Xcel Energy's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments

of service in respect of the Agreement, and Xcel Energy shall retain all ownership and property interest therein. Site Host may make and retain copies for information and reference in connection with the Program, provided, however, that it is understood and agreed that such documents are not intended to be re-used by Site Host or others on extensions of the Program or on any other project or for any other purpose other than as expressly set forth in this Agreement, and Site Host shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Xcel Energy, which consent shall not be unreasonably withheld.

- 7.11 The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties or any of their representatives. Neither Party is an agent of the other nor has the authority to represent the other as to any matters. Site Host is responsible for the safety of its respective agents, employees, and other representatives. Xcel Energy in no way assumes any of the duties, obligations, or liabilities attributed to Site Host under the Agreement.
- 7.12 Those provisions of this Agreement which would require that they survive termination of the Agreement in whole or part in order to give them full force and effect will survive the termination of the Agreement, regardless of the date, cause, or manner of the termination. Xcel Energy's right to retain any Data collected in connection with the Program shall survive termination. In addition, all rights of action arising from or related to the Agreement that accrue during the Term of the Agreement, and any remedies for such claims, both legal and equitable, will survive such termination.
- 7.13 *Branding and Consumer Education.* The Parties agree to discuss opportunities for Xcel Energy branding, Consumer outreach and education efforts related to the benefits of electric vehicles, and implementation of renewable energy in connection with the Program.
- 7.14 *Taxes on Sale of EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment.* If Xcel Energy sells the EV Supply Infrastructure to Site Host for an amount equal to the Infrastructure Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment and Site Host purchases the same, then Xcel Energy will deliver to Site Host a Bill of Sale with a purchase price equal to the Infrastructure Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment. Site Host further agrees that, in accordance with federal and state laws in effect at the time of the sale of the EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment from Xcel Energy to Site Host: (i) Site Host shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the Infrastructure Buyout Amount as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form W-9 "Request for Taxpayer Identification Number and Certification" in the event of such sale.
- 7.15 *Notice.* Any notice required or permitted by this Agreement shall be deemed given (i) when delivered by hand, (ii) on the next Working Day after being sent by a reputable overnight courier service for next Working Day delivery, or (iii) on the third Working Day

after being sent by prepaid United States mail, return receipt requested, in each case to the Party at the address specified as follows:

Site Host: _____

Xcel Energy: _____

evapplications@xcelenergy.com

Either Party may change its address for notice purposes by giving the other Party prior written notice of the new address and the date upon which the change will be effective.

7.16 *Electronic Signature and Electronic Records.* Both Parties consent to the use of electronic signatures. The Agreement and any other documents requiring signature hereunder may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

7.17 *Taxes on Sale of EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment.* If Xcel Energy sells the EV Supply Infrastructure and/or the Xcel Energy Owned Charging Equipment to Customer for an amount equal to the Infrastructure Buyout Amount and/or Xcel Energy Owned Charging Equipment Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment and Customer purchases the same, then Xcel Energy will deliver to Customer a Bill of Sale with a purchase price equal to the Infrastructure Buyout Amount and/or Xcel Energy Owned Charging Equipment Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment. Customer further agrees that, in accordance with federal and state laws in effect at the time of the sale of the EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment from Xcel Energy to Customer: (i) Customer shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the Infrastructure Buyout Amount and/or Xcel Energy Owned Charging Equipment Buyout Amount as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form W-9 "Request for Taxpayer Identification Number and Certification" in the event of such sale. Notwithstanding any other term or condition of this Agreement, Customer is not

liable for the payment of interest, taxes, late charges, or penalties of any nature, except for any additional amounts that the Customer may be required to pay under Applicable Laws. Xcel Energy agrees to accept a properly completed and valid exemption certificate(s) for any taxes that may otherwise be due upon the sale. Customer remains liable for taxes on the sale unless and until such properly completed and valid documentation has been provided to Xcel Energy and remains liable for interest, penalties and late charges relating to any taxes when such additional charges are caused by Customer's failure to provide exemption documentation or prompt payment of any taxes actually due.

8. Appropriation.

8.1 *Subject to Annual Appropriation.* Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligation of the Customer not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Customer hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge requirement, debt or liability beyond the current fiscal year. Notwithstanding anything to the contrary, it is the intent of the Parties that if the Customer is obligated to pay the Infrastructure Buyout Amount, that such obligation is not a charge requirement, debt or liability beyond the current fiscal year.

8.2 *Appropriation Requirement Amount.* Prior to Xcel Energy beginning construction on the EV Supply Infrastructure, Customer shall provide Xcel Energy documentation acceptable to Xcel Energy evidencing the Customer has fully appropriated adequate present cash reserves in an amount equal to the EV Supply Infrastructure Costs up to a maximum of \$_____ ("Appropriation Requirement Amount") through the end of the then-current fiscal year. The officer of Customer at any time charged with the responsibility of formulating budget proposals impacting this Agreement shall include in the annual budget proposal submitted to the applicable budget approval authority, in any year during which this Agreement is in effect, the Appropriation Requirement Amount. In the event that Customer fails to appropriate in full the Appropriation Requirement Amount in its final budget for the next fiscal year before the end of the current fiscal year for which the Appropriation Requirement Amount was fully appropriated during the Term, this Agreement will immediately and automatically terminate on the last day of Customer's fiscal year in which the Appropriation Requirement Amount was fully appropriated, Customer shall notify Xcel Energy within ten business days of such failure to appropriate, and the Infrastructure Buyout Amount will become due and payable immediately upon such termination. However, a failure to notify will not excuse Customer's obligation to pay the Infrastructure Buyout Amount. Upon Xcel Energy's receipt of payment of the Infrastructure Buyout Amount, Xcel Energy shall transfer title of all EV Supply Infrastructure to Customer on an "AS-IS" basis, without any warranty of any kind, express or implied.

IN WITNESS WHEREOF, each of the undersigned is duly authorized and directed to sign this Agreement.

[Insert Site Host Name]

By _____ Date: _____

Name _____

Title _____

Public Service Company of Colorado, d/b/a Xcel Energy

By _____ Date: _____

Name _____

Title _____

EXHIBIT A – FORM OF EASEMENT

After recording return to:
Public Service Company of Colorado
Attn: Manager, Siting and Land Rights
Right of Way and Permits Department
1123 West 3rd Avenue
Denver, Colorado 80223

DIVISION: ROW AGENT: DOC. No. _____
LOCATION: DESCRIPTION AUTHOR: PLAT/GRID NO:
AUTHOR ADDRESS: WO/JO/CREG NO:

**ELECTRIC EASEMENT
PUBLIC SERVICE COMPANY OF COLORADO**

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Attn: Right-of-Way and Permits Dept., Denver, Colorado, 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement ("**Easement**") for the transmission and distribution of electricity and related communication signals on, through, over, under, across, and along a course as said lines may be hereafter constructed in the following lands located in County of _____, State of Colorado, the easement being described as follows ("**Easement Area**"):

See Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.

The easement is _____ feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use electric lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith and all service panels, conduit, wiring, and associated fixtures and devices used or useful for the operation, service, and connection of electric vehicle charging equipment (collectively the "**Facilities**") and related fixtures and devices, and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. No other objects shall be erected, placed, or permitted to

remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. Grantor shall not, without the prior written approval of Company, alter the existing ground elevations or change the compaction of the soil on the Easement Area. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction or execution of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. The term "Grantor" includes the singular, plural, feminine, masculine and neuter.

Grantor warrants and represents that Grantor is the owner of the easement and has the right to sell, transfer, convey, confirm and grant this easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any mortgages or liens, except those for which Grantor has provided Grantee with a consent and subordination agreement, executed by such mortgagee or lienholder and attached hereto.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. This Easement consists of the document entitled "Electric Easement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto, and if attached hereto, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

Signed this [redacted] day of [redacted], 20[redacted].

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR:

_____	_____
_____	_____
_____	_____

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____.

Witness my hand and official seal.

 Notary Public
 My Commission expires:



Memo

To: Town Council
From: Stefi Szrek, AICP, Planner II
Date: February 20, 2023 (for meeting of February 28, 2023)
Subject: First Reading: Policy 3A/3R, - Density Updates

On November 11, 2022, the Town Council adopted code amendments that removed Policy 4, which addressed Mass and Mass Bonuses, and cleaned up other sections of code which addressed mass requirements. Now all interior square footage counts towards density and is regulated by Policy 3.

During the code amendment process, the Council requested staff return with additional code amendments pertaining to allowances for additional square footage for Wellington/Lincoln Park Neighborhood Carriage Houses and garages and sheds on properties within the Historic District. Based on this direction, staff is presenting the following amendments for consideration:

- Provide a 500 sq. ft. bonus for Carriage Houses (market rate) in the Wellington/Lincoln Park Neighborhoods. This would be applied similarly to the previously approved bonuses for Bonus Rooms on deed restricted properties. Providing Carriage Houses with a density bonus is in the spirit of the master plan and consistent with how deed restricted units are treated in the Wellington/ Lincoln Park Neighborhoods.
- Add an exemption for garages and/or sheds in the Historic District. Staff recommends an exemption of up to 500 sq. ft. which is the average size of a two-car garage.

Staff also took this opportunity to provide some clarifying language in section 9-1-19-3A(l)3 of Policy 3/A that controls the maximum above ground density outside of the Historic District. Within that section there is a provision that allows for up to an additional 500 sq. ft. of above ground density for single-family homes and duplex units that were at or above the maximum allowed above ground density at the time the home size policy was adopted in 2009. With this language being moved from Policy 4 to Policy 3, staff wanted to ensure that a homeowner would not be able to take advantage of this allowance more than once. Modifications to section 9-1-19-3A(l)2 were also made to allow non-conforming single-family and duplex structures to rebuilt to the same density that existed prior to being damaged by fire or another calamity. This revision complements the revisions that are being proposed through a separate Bill to amend Code language related to non-conforming structures.

Due to the timing with the codifier, the underlined language has been previously approved during the Mass, Policy 4A/R Code Changes. The new language for the Density Amendments is highlighted in grey. Staff will be available at the meeting to answer any questions.

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COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE FOR POLICY 3A PERTAINING TO DENSITY AND MAKING CONFORMING AMENDMENTS.

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

Section 1. That Section 9-1-5, Definitions, of the Breckenridge Development Code shall be amended by deleting the language stricken and adding the language underlined, to read as follows:

9-1-5:DEFINITIONS:

CLASS D DEVELOPMENT: Any development which includes any of the following activities and elements:

Class D – Major:

A. New single-family, duplex structure, or major remodel outside of the historic district, with or without an accessory dwelling unit, including, without limitation, master planned property with multiple single-family and duplex structures, except where the proposed development either:

- 1. Warrants the assessment of any negative points based upon the director's preliminary assessment at the time the application is initially filed; or
- 2. Is located on a lot, tract, or parcel without a platted building or disturbance envelope outside of the conservation district as defined in section ~~9-1-19-4A~~ 9-1-19-3A of this chapter (~~massdensity~~).

A Class D – major permit application that meets the conditions described in subsection A(1) or (2) of this definition shall be reclassified as a Class C development permit application.

B. Those wireless communication facilities permit applications described in section 9-1-19-50A(D)(2) of this chapter.

C. Accessory dwelling units except when the permit application meets the conditions described in subsection A(1) or (2) of this definition, in which case the application shall be reclassified as a Class C development permit application.

1 DENSITY: ~~The preparation of drawings and other documents illustrating the scale and~~
2 ~~relationship of the components of a development; or the preparation of drawings and other~~
3 ~~documents to fix and describe the size and character of the development as to structural,~~
4 ~~mechanical and electrical systems, materials and such other essentials as may be appropriate.~~
5 The computation of units per acre for residential development or floor area ratio for commercial
6 development based on a fully enclosed space within the surrounding exterior walls (including
7 the exterior wall itself) that extend to a roof of a building or portion thereof including dwelling
8 areas of the building, closets, bathrooms, living room, garage space of single family, duplexes,
9 and townhomes, interior hallways, interior common spaces and areas of the building that are
10 unfinished but have a floor to ceiling height of five feet (5') or greater. Building areas that are not
11 fully enclosed and feature portions of open or mesh wall that exceeds 12" vertically and are
12 entirely permeable across at least one façade such as trash dumpster enclosures, parking
13 garages, porches and similar areas shall not be counted as density.

14 RECREATION AND LEISURE AMENITY CLUB OR AMENITY CLUB: The meaning of Amenity
15 Club depends upon the type of residential property in which the property's amenity components
16 (as defined below) are located:

17 In a hotel/lodge/inn or a condominium that does not include one or more timeshare estates an
18 Amenity Club:

- 19 1. Allows admission to the property's amenity components by a person who is not a registered
20 overnight guest at the property; and
- 21 2. Requires payment of a fee, a club membership, or other consideration given by the user of
22 the property's amenity components.

23 In a condominium that includes one or more timeshare estates an Amenity Club permits
24 admission to the property's amenity components by a person who is not an overnight guest at
25 the property.

26 No residential property other than a hotel/lodge /inn or a condominium may contain an Amenity
27 Club.

28 An Amenity Club is classified as a commercial use and requires commercial density ~~above the~~
29 ~~allowed mass.~~

30 An Amenity Club may include, but shall not be limited to, the following amenity components:

- 1 1. Personal lockers;
- 2 2. Boot dryers;
- 3 3. Ski storage racks;
- 4 4. Ski tuning;
- 5 5. Areas for congregation and/or socializing;
- 6 6. Restrooms and/or shower facilities;
- 7 7. Movie theaters;
- 8 8. Game rooms;
- 9 9. Clubhouse food amenities;
- 10 10. Concierge ski services;
- 11 11. Access to an aquatics facility or other recreational facilities; and/or
- 12 12. Parking.

13 **Section 2.** That Section 9-1-19-3A: POLICY 3 (ABSOLUTE) DENSITY/INTENSITY
14 be amended by deleting the language stricken and adding the language underlined to read as
15 follows:

16 **9-1-19-3A: POLICY 3 (ABSOLUTE) DENSITY/INTENSITY:**

17 C. General Provisions:

18 2. Square footage shall be calculated by counting the following floor areas against the density
19 calculations:

20 Residential:

21 "Single-family" - the total square footage of the building from the outside of the exterior walls
22 shall constitute the proposed density. This shall include any basement areas (finished or
23 unfinished) and entryways, ~~but shall not include the garage nor other unfinished areas that~~
24 ~~could not constitute living area under the Building Code without substantial physical renovation~~
25 (i.e., crawl spaces, attic) and all unfinished areas that have greater than 5 ft. of ceiling height,
26 including garages but excluding crawl spaces and attics; provided, however, if a deed restricted

1 or market rate single-family or duplex structure located within the Wellington, Wellington II or
2 Lincoln Park Subdivisions contains or proposes a garage, the measurement of above ground
3 density defined above in this section applies only to that portion of the garage that exceeds five
4 hundred (500) square feet when a bonus room or carriage house is proposed or existing.

5 "Townhouses and duplexes" - same as for single-family.

6 "Multifamily" - the total square footage of the residential portions of the building from the outside
7 of the exterior wall to the outside of the interior wall, if adjacent to a common area, or to the
8 outside of the other exterior wall if not. Common areas such as lobbies, hallways, and amenity
9 areas shall not be counted against the density.

10 "Hotels, lodges, etc." - same as for multifamily.

11 *In those instances where commercial uses are being proposed within a multifamily building,
12 hotel, etc., the density of those uses shall be counted against the allowed density; and, where
13 the allowed density is calculated in units rather than floor area ratio, the one thousand (1,000)
14 square foot equals one unit calculation shall be utilized.

15 Exception: Any portion of a basement area of a "Town designated landmark" as defined in
16 chapter 11 of this title, which is: a) located directly underneath the landmark building, and b)
17 completely or partially buried below grade, shall not be counted toward allowed density for such
18 building under this policy so long as the historic USGS floor elevation of the building is
19 maintained. This exception shall not apply to any other provision of this code.

20 ~~2.5. Space that is utilized for a recreation and leisure amenity club may be included in the~~
21 ~~additional twenty five percent (25%) of aboveground floor area allowed under subsection A4 of~~
22 ~~section 9-1-19-4R, "Policy 4 (Relative) Mass," of this chapter, provided there is any remaining~~
23 ~~space after all common areas have been counted. Any additional common area space above~~
24 ~~this additional twenty five percent (25%) shall be counted as commercial density.~~

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

27 H. Aboveground Density In Historic District:

28 1. Within the Main Street residential/commercial, south end residential, and South Main
29 Street character areas a maximum of 12.0 units per acre for aboveground density for new

1 construction is allowed. Projects within such areas which contain 12.01 units per acre, or more,
2 of aboveground density shall be deemed to have failed this policy for failing to meet a priority
3 policy.

4 a. Within the Main Street residential/commercial character area only, density and mass
5 will not be assessed against a project for the construction of a "connector" element which
6 complies with priority policy 80C of the "Handbook of Design Standards for the Historic and
7 Conservation Districts".

8 2. a. Within the eastside residential, north end residential, and the North Main Street
9 residential character areas, a maximum of 9.0 units per acre for aboveground density for new
10 construction is allowed, except for those developments described in subsection H(2)b of this
11 section. Projects within such areas which contain 9.01 units per acre, or more, of aboveground
12 density shall be deemed to have failed this policy for failing to meet a priority policy.

13 b. In connection with permit applications for projects which involve "preserving",
14 "restoring", or "rehabilitating" a "landmark structure", "contributing building", or "contributing
15 building with qualifications" (as those terms are defined in the "Handbook of Design Standards
16 for the Historic and Conservation Districts") anywhere within the eastside residential, north end
17 residential, and the North Main Street residential character areas, a maximum of 10.0 units per
18 acre for aboveground density is allowed. Projects of such types which contain 10.01 units per
19 acre, or more, of aboveground density shall be deemed to have failed this policy for failing to
20 meet a priority policy.

21 3. For the purposes of this chapter, "aboveground density" shall mean that portion of
22 the density of a structure that is above finished grade. If a structure has a foundation wall that is
23 exposed more than two feet (2') above finished grade, a portion of the allowable above grade
24 density for such structure shall be assessed to the floor which is partially below grade in
25 accordance with priority policy 80B of the "Handbook of Design Standards" adopted by section
26 9-5-3 of this title.

27 Within the Historic District a one thousand six hundred (1,600) square foot multiplier is
28 used to calculate the allowed aboveground density for any use. For example, a typical fifty foot
29 by one hundred twenty five foot (50' x 125') aboveground density for any use (0.143 acre x
30 1,600 x 9 UPA).

1 If a single-family or duplex structure located within the Historic District contains a historic
 2 garage, barn or shed that does not qualify as dwelling area, the measurement of the density
 3 shall be excluded. All non-historic garage, barn and shed square footage shall count as density;
 4 provided, however, that where residences within the historic district either propose or have an
 5 existing garage and/or shed with no livable (finished) space, up to 500 sq. ft. of that area may
 6 be exempted from the density calculations.

7 I. Maximum Above Ground Density Outside of the Historic District:

8 1. For any development permit application submitted on or after November 11,
 9 2009, the maximum aboveground square footage of a single-family or duplex structure located
 10 on a lot, tract or parcel without a platted building or disturbance envelope shall be the lesser of:

<u>Subdivision Or Geographic Area</u>	<u>Floor Area Ratio (FAR)</u>	<u>Maximum Aboveground Square Footage</u>
<u>Breckenridge South</u>	<u>1:5.00</u>	<u>Or</u> <u>6,000</u>
<u>Brooks Hill</u>	<u>1:5.00</u>	<u>Or</u> <u>7,000</u>
<u>Christie Heights</u>	<u>1:3.50</u>	<u>Or</u> <u>6,500</u>
<u>Gold Flake</u>	<u>1:4.50</u>	<u>Or</u> <u>9,000</u>
<u>Gold King</u>	<u>1:8.50</u>	<u>Or</u> <u>7,000</u>
<u>Highlands, filing 1</u>	<u>1:8.50</u>	<u>Or</u> <u>9,000</u>
<u>Highlands, filing 2</u>	<u>1:8.50</u>	<u>Or</u> <u>9,000</u>

<u>Subdivision Or Geographic Area</u>	<u>Floor Area Ratio (FAR)</u>	<u>Maximum Aboveground Square Footage</u>	
<u>Highlands, filing 3</u>	<u>1:8.50</u>	<u>Or</u>	<u>9,000</u>
<u>Highlands, filing 4</u>	<u>1:8.50</u>	<u>Or</u>	<u>9,000</u>
<u>Peaks</u>	<u>1:1.75</u>	<u>Or</u>	<u>6,500</u>
<u>Penn Lode</u>	<u>1:3.00</u>	<u>Or</u>	<u>6,000</u>
<u>Sunbeam Estates</u>	<u>1:3</u>	<u>Or</u>	<u>7,000</u>
<u>Sunrise Point</u>	<u>1:2.00</u>	<u>Or</u>	<u>6,500</u>
<u>Trafalgar</u>	<u>1:2.00</u>	<u>Or</u>	<u>7,500</u>
<u>Tyra</u>	<u>1:2.00</u>	<u>Or</u>	<u>6,000</u>
<u>Warrior's Mark</u>	<u>1:2.00</u>	<u>Or</u>	<u>4,000</u>
<u>Warrior's Mark West</u>	<u>1:2.00</u>	<u>Or</u>	<u>4,500</u>
<u>Weisshorn</u>	<u>1:4.00</u>	<u>Or</u>	<u>8,000</u>
<u>Yingling & Mickles</u>	<u>1:1.30</u>	<u>Or</u>	<u>5,600</u>

- 1 Real property that has a platted building or disturbance envelope, or with a density or mass
- 2 determined by an active master plan or planned unit development or is within the Conservation
- 3 District, is not subject to this policy.

1 The floor area ratio and maximum aboveground square footage of any lot, tract or parcel of land
2 without a platted building or disturbance envelope located outside of the Conservation District
3 that is not listed in the table above shall be determined by the Director. In making such
4 determination, the Director shall consider the applicable floor area ratio and maximum
5 aboveground square footage of adjacent subdivisions or geographic areas, and shall establish
6 the applicable floor area ratio and maximum aboveground square footage so that it will be
7 compatible with the character of the area in which the lot, tract or parcel of land is located.

8 2. Damage Or Destruction: If a single-family or duplex structure that was lawfully
9 constructed before the date described in subsection I.1 of this section is damaged or destroyed
10 by fire or other calamity it shall be able to be rebuilt to the same size that existed immediately
11 prior to the fire or other calamity. However, except as provided in the preceding sentence, the
12 provisions of section 9-1-12 of this chapter shall apply to the repair or reconstruction of such
13 single-family or duplex structure.

14 3. Additional Square Footage: For any development permit submitted for a single-
15 family or duplex structure after November 11, 2009, where the applicant has not already taken
16 advantage of the below additional square footage described in subsections a. and b. below on
17 an existing structure, the below allowances shall apply:

18 a. An additional five hundred (500) square feet of aboveground square footage is
19 permitted for a single- family or duplex structure if such square footage is not allowed by
20 subsection I.1 of this section; and,

21 b. An interior addition is permitted without violating this policy if the addition does not
22 result in any change to the exterior of the single-family or duplex structure.

23 4. Alternative Allocation Of Additional Square Footage: For any duplex structure
24 that is subject to the provisions of subsection 3 (a) of this section. If each duplex unit has the
25 same aboveground square footage, each duplex unit shall be allocated an additional two
26 hundred fifty (250) square feet of allowed aboveground square footage. If either of the duplex
27 units has a greater amount of aboveground square footage than the other duplex unit, the
28 smaller duplex unit shall receive so much of the additional aboveground square footage as is
29 required to make it equal to the aboveground square footage of the larger duplex unit, and the
30 remaining additional aboveground square footage shall be divided equally between the two (2)
31 duplex units. If both duplex owners agree to an alternative allocation of the duplex's additional
32 five hundred (500) square feet of allowed aboveground square footage, the town may approve

1 such alternative allocation if both owners submit an agreement in a form acceptable to the town
2 attorney prior to the submission of any application for a development permit that involves the
3 use of any of the duplex's additional five hundred (500) square feet of aboveground square
4 footage. The duplex owners' agreement for an alternative allocation of the additional
5 aboveground square footage must be recorded in the real property records of the Clerk and
6 Recorder of Summit County prior to the issuance of a development permit for the use of such
7 additional square footage, and must run with the land and be binding upon all subsequent
8 owners of the two (2) duplex units.

9 5. Density Allowance For On Site Renewable Energy Mechanical System In Multifamily
10 And Commercial Uses: The goal of this subsection is to encourage renewable energy
11 production in existing multifamily and commercial structures. This subsection is not applicable to
12 new construction. This subsection seeks to improve energy efficiency by permitting existing
13 nonconforming structures to install appropriate on site renewable energy mechanical systems to
14 help protect the health, safety, and welfare of the community.

15 A. Additional Square Footage: Any existing multifamily residential or commercial
16 structure constructed pursuant to a development permit issued prior to May 8, 2012, may be
17 permitted additional aboveground density square footage for the installation of a renewable
18 energy mechanical system, even if the structure already exceeds applicable density limitations.
19 The additional square footage shall be the lesser of the following:

20 i. The space necessary for an efficiently designed mechanical room; or

21 ii. Three hundred fifty (350) square feet, or two percent (2%) of the existing density
22 square footage, whichever is less.

23 B. Design Standards:

24 i. An on site renewable energy mechanical system shall be located based upon the
25 following order of preference. Preference 1 is the highest and most preferred; preference 4 is
26 the lowest and least preferred. An on site renewable energy mechanical system shall be located
27 as follows: 1) within the existing building footprint; 2) out of view from the public right-of-way and
28 adjacent properties and screened; 3) partly visible from the public right-of-way or adjacent
29 property and screened; and 4) highly visible from the public right- of-way or adjacent properties.
30 An application for a system to be located in a least preferred location must adequately
31 demonstrate why the system cannot be located in a more preferred location.

1 ii. Any structural modifications or additions made for a renewable energy mechanical
2 system shall meet the intent of policy 5 (absolute) architectural compatibility and policy 5
3 (relative) architectural compatibility, in addition to all other applicable policies of this code.

4 **Section 4.** That section 9-1-19-4A: POLICY 4 (ABSOLUTE) MASS is hereby
5 repealed.

6 **Section 5.** That section 9-1-19-4R: POLICY 4 (RELATIVE) MASS is hereby
7 repealed.

8 **Section 6.** That subsection A of section 9-1-19-24A: POLICY 24 (ABSOLUTE) THE
9 SOCIAL COMMUNITY is hereby stricken and that section 9-1-19-24A is renumbered
10 accordingly.

11 **Section 7.** That subsection D of section 9-1-19-24R entitled "POLICY 24
12 (RELATIVE) SOCIAL COMMUNITY" is hereby repealed and replaced with the following
13 language underlined to read as follows:

14 D. Meeting and Conference Rooms, and Amenity Space: The provision of legally
15 guaranteed meeting and conference facilities in condominium/hotels, hotels, lodges, and inns,
16 over and above the ratio of one square foot of meeting area for every thirty five (35) square feet
17 of gross dwelling area is strongly encouraged. The conversion of space that had previously
18 received positive points as meeting and conference facilities or recreational and leisure
19 amenities is strongly discouraged.

20 The square footage of any portion of previously approved Recreation and Leisure
21 Amenity space that is proposed to be converted into an Amenity Club shall be treated as
22 commercial density.

23 **Section 8.** That section 9-1-19-51A entitled "POLICY 51 (ABSOLUTE)
24 ACCESSORY DWELLING UNIT" be amended by adding the language underlined to read as
25 follows:

26 An accessory dwelling unit shall meet each of the following criteria:

27 A. Be no greater in size than the lesser of:

28 1. One-third (1/3) of the total density of the primary unit; or

29 2. One thousand two hundred (1,200) square feet;

1 B. Conform with sections 9-1-19-3A, Policy 3 (absolute) density/intensity, and ~~9-1-19-4A, Policy~~
2 ~~4 (absolute) mass,~~ of this chapter;

3 **Section 9.** This ordinance shall be published and become effective as provided by
4 Section 5.9 of the Breckenridge Town Charter.

5 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
6 PUBLISHED IN FULL this 28th day of February, 2023. A Public Hearing shall be held at the
7 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
8 ____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
9 Town.

10

11 TOWN OF BRECKENRIDGE, a Colorado

12 municipal corporation

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16 By: _____

17 Eric S. Mamula, Mayor

18

19 ATTEST:

20

21

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23 _____

24 Helen Cospolich, CMC,

25 Town Clerk

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27



Memo

To: Town Council
From: Stefi Szrek, AICP, Planner II
Date: February 20, 2023 (for meeting of February 28, 2023)
Subject: First Reading: Policy 9-1-12 Amendments- Non-Conformities Updates

On November 11, 2022, the Town Council adopted code amendments that removed Policy 4, which addressed Mass and Mass Bonuses, and cleaned up other sections of code which addressed mass requirements. Now all interior square footage counts towards density and is regulated by Policy 3.

During the code amendment process, the Council requested amendments related to non-conforming properties. Based on this direction, staff is presenting the following amendments for consideration:

- Clarify the language for non-conformities, both in the Density section (Policy 3), as well as in the non-conformities section, (section 9-1-12). These code changes would strengthen the language and allow non-conforming properties damaged by fire or other calamity to be rebuilt to their existing densities and sizes by using the term *shall* instead of *may* rebuild.

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

A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE RELATING TO NONCONFORMING STRUCTURES.

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

Section 1. That section 9-1-12 of the code is hereby amended to add the language underlined and delete the language stricken to read as follows:

9-1-12: NONCONFORMING STRUCTURE:

A. The town council finds and determines that nonconforming structures are disfavored because they reduce the effectiveness of land use regulations and depress property values. The purpose of this section is to require that nonconforming structures be made conforming with the absolute policies of this chapter as rapidly as possible. Accordingly, it is the intent of this section to allow for the continuation of nonconforming structures only so long as they meet the requirements of this section. To that end, this section shall be interpreted and construed to restrict, rather than increase, nonconforming structures. Additionally, the provisions of this section that allow for the continuation of nonconforming structures shall be strictly construed, and the provisions of this section that restrict nonconforming structures shall be liberally construed.

B. If a nonconforming structure is discontinued from active and continuous use for a period of six (6) months, the structure shall not be occupied or used again until it has been brought into compliance with the absolute policies of this chapter.

C. A nonconforming structure which is once brought into compliance with the absolute policies of this chapter shall not be changed back to a nonconforming state.

D. A nonconforming structure which is damaged by fire or other calamity ~~to the extent of fifty percent (50%) or less of its replacement value at the time of the damage may~~ shall be repaired or reconstructed to the same degree or area of nonconformity as existed immediately prior to the occurrence of such damage.

Exceptions:

1 1. Neither the density nor the mass of the nonconforming structure shall be increased in
2 connection with the repair or reconstruction of the structure.

3 2. The nonconforming structure shall be brought into conformance with the absolute
4 policies of this chapter to the extent possible. Any absolute policy with which the structure
5 was not in compliance immediately prior to the structure being damaged shall not be
6 deemed to be applicable to an application for a development permit to repair or reconstruct
7 the nonconforming structure.

8 3. A development permit authorizing the repair or reconstruction of the nonconforming
9 structure shall be obtained in accordance with the requirements of this chapter. All
10 applicable absolute and relative policies of this chapter shall apply to any such development
11 permit application.

12 ~~E. A nonconforming structure which is damaged by fire or other calamity to the extent of more
13 than fifty percent (50%) of its replacement cost at the time of the damage may not be repaired
14 or reconstructed in a manner which does not fully comply with the requirements of this chapter,
15 except pursuant to a development permit obtained in accordance with the special requirements
16 of this subsection. Such development permit shall be subject to the following special
17 requirements:~~

18 ~~1. A development permit shall not be issued pursuant to this subsection E if the damage to
19 the nonconforming structure was caused by the intentional act or criminal conduct of the
20 owner of the nonconforming structure, or the owner's agent or representative.~~

21 ~~2. Before granting an application for a development permit to repair or reconstruct a
22 damaged nonconforming structure, the planning commission shall find and determine that:~~

23 ~~a. The repair or reconstruction of the damaged nonconforming structure as proposed
24 by the applicant will not result in a greater degree of nonconformity than existed
25 immediately prior to the structure being damaged;~~

26 ~~b. The repair or reconstruction of the damaged nonconforming structure as proposed
27 by the applicant will be compatible and consistent with the existing development
28 character in the immediate vicinity of the damaged structure; and~~

29 ~~c. The application complies with those absolute and relative policies deemed to be
30 applicable to such application by the planning commission.~~

~~3. In recognition of the fact that compliance with all of the then current requirements of this chapter would result in a hardship or burden to the owner of the damaged nonconforming structure, the planning commission shall identify those absolute and relative policies of this chapter which shall apply to its review of an application to repair or reconstruct the structure. In making such determination, the planning commission shall be guided by the principles that: a) the repair or reconstruction of a damaged nonconforming structure shall not result in a greater degree of nonconformity than existed immediately prior to the structure being damaged, and b) a damaged nonconforming structure should be brought into compliance with the then current requirements of this chapter to the extent possible. Only those absolute and relative policies of this chapter which are deemed applicable by the planning commission shall be used in preparing the point analysis for an application for a development permit to repair or reconstruct a damaged nonconforming structure.~~

41. A building permit for the repair or reconstruction of a damaged nonconforming structure shall be obtained from the building official. The repair or reconstruction of a damaged nonconforming structure shall be done in accordance with the requirements of the then current town building codes as adopted by title [8](#), chapter [1](#) of this code.

A development permit to repair or reconstruct a damaged nonconforming structure shall be classified according to the normal development permit classification requirements of this chapter, or as a class B development permit application, whichever classification is higher.

~~Except where inconsistent with the provisions of this subsection E, a~~An application for a development permit to repair or reconstruct a damaged nonconforming structure shall be processed in accordance with the applicable requirements for a development permit application of such classification as provided in this chapter. To the extent the provisions of this subsection E are inconsistent with such requirements, the provisions of this subsection E shall control.

~~FE.~~ No nonconforming structure shall be structurally altered or expanded in any way that would increase the degree or area of nonconformance.

~~GE.~~ Any addition to or alteration of a nonconforming structure shall be done only pursuant to a development permit obtained in accordance with the requirements of this chapter. All applicable absolute and relative policies of this chapter shall apply to any such development permit application. Exception: An existing nonconforming structure shall not be required to be brought

1 into compliance with the absolute policies of this chapter in connection with an addition to or
2 alteration of such structure.

3 HG. A building or structure which is erected or altered without a development permit from the
4 town, or in a manner which does not comply with a development permit issued by the town,
5 shall not be considered to be a nonconforming structure under this section.

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

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

12

13 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
14 PUBLISHED IN FULL this 28th day of February, 2023. A Public Hearing shall be held at the
15 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
16 ____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
17 Town.

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19 TOWN OF BRECKENRIDGE, a Colorado
20 municipal corporation

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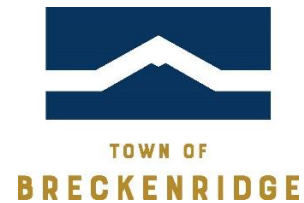
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34

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Town Council
From: Chris Kulick, AICP, Planning Manager
Date: 2/21/2023, for the meeting of February 28, 2023
Subject: First Reading of a Proposed Development Agreement Between the Town of Breckenridge and Breckenridge Grand Vacations (Gondola Lot Properties LLC) for the Extended Vesting of the Gondola Lots Master Plan

Mike Dudick, CEO of Breckenridge Grand Vacations, has applied for a Development Agreement to extend the vesting of the Gondola Lots Master Plan by six (6) months to May 23, 2025. The current expiration of the vesting of the Master Plan is November 23, 2024. The Council last reviewed this Development Agreement request at the February 14, 2023, Work Session and was in general support of the proposal. Based on the Council work session discussion, staff has prepared the attached Development Agreement and Bill for the Council's review.

Proposal

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

Extend the vesting of the current Gondola Lots Master Plan by six (6) months to May 23, 2025, with the option at the discretion of the Town Council, that by affirmative vote of a majority of Council members at a regularly scheduled Town Council meeting, the Town Council may extend the Master Plan's vesting an additional six (6) months to November 21, 2025 provided the extension is granted prior to this agreement's expiration on May 23, 2025.

Development Code Section 9-9-4 regarding Development Agreements encourages applicants to provide public benefits as part of a Development Agreement proposal. The following items are proposed by the applicant as public benefits:

Provide a \$100,000 capital contribution toward either a new in-town childcare center or an addition to an existing in-town childcare center prior to the Extension going into effect. If the Master Plan's vesting is extended an additional six (6) months to November 21, 2025 by affirmative Town Council vote, an additional \$100,000 capital contribution toward either a new in-town childcare center or an addition to an existing in-town childcare center would be required for a total of \$200,000.

Council Action

Approval of a Development Agreement is entirely at the discretion of the Town Council. Staff finds the proposal is consistent with the Council's direction at the February 14, 2023 Work Session and recommends the Council approve the Development Agreement on First Reading. Staff will be available at the Work Session to answer any questions the Council may have.

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

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

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

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

- Lot 1, Block 3, Parkway Center
- Lot 1A, Block 4, Parkway Center
- Lot 1B, Block 4, Parkway Center (“Property”).

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

C. The Town has received a completed application for a Class A Development Permit and all required submittals for a development agreement and Town Council had a preliminary discussion of such application.

D. The approval of the proposed Development Agreement is warranted in light of all relevant circumstances.

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

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

1
2 APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
3 PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
4 STATUTES, AS AMENDED
5

6
7 DEVELOPMENT AGREEMENT
8

9 This Development Agreement (“**Agreement**”) is made as of the ____ day of
10 _____, 2023 (“**Effective Date**”) between the TOWN OF BRECKENRIDGE, a
11 Colorado municipal corporation (the “**Town**”) and GONDOLA LOT PROPERTIES LLC, a
12 Colorado limited liability company, (the “**Developer**”). The Town and the Developer are
13 sometimes collectively referred to in this Agreement as the “**Parties**,” and individually by name
14 or as a “**Party**.”
15

16 Recitals
17

18 A. The Developer owns the following described real property in the Town of
19 Breckenridge, Summit County, Colorado that is controlled by the Breckenridge Grand Vacations
20 Gondola Lot Master Plan (PL-2021-0052) (“**Master Plan**”):
21

22 Lot 1, Block 3, Parkway Center
23 Lot 1A, Block 4, Parkway Center
24 Lot 1B, Block 4, Parkway Center (“**Property**”).
25

26
27 B. In accordance with Subsection (H)(1) of Section 9-1-19-39A, “Policy 39 (Absolute)
28 Master Plan” of the Breckenridge Town Code a development permit for an approved master plan
29 is vested for three (3) years.
30

31 C. The approved vesting of the Master Plan expires three (3) years from the approval,
32 November 21, 2024.
33

34 D. The Developer proposes to extend the vesting of the Master Plan by six (6) months to
35 May 23, 2025. The extended vesting period is referred to in this Agreement as the “**Extension**.”
36

37 E. A development agreement is necessary in order to authorize the Extension.
38

39 F. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
40 the authority to enter into a development agreement.
41

1 G. The commitments proposed by the Developer in connection with this Agreement are
2 set forth hereafter and are found and determined by the Town Council to be adequate.
3

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

10 Agreement
11

12 1. Subject to the provisions of this Agreement, the Master Plan, is hereby extended until
13 May 23, 2025, with the option of the Town Council, by affirmative vote of a majority of Council
14 members at a regularly scheduled Town Council meeting, to extend the Master Plan's vesting an
15 additional six (6) months to November 21, 2025 provided the extension is granted prior to this
16 agreement's expiration on May 25, 2025.
17

18 2. As the commitments encouraged to be made in connection with a development
19 agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, the Developer shall do the
20 following: agree to make a \$100,000 capital contribution toward either a new in-town childcare
21 center or an addition to an existing in-town childcare center prior to the Extension going into
22 effect.
23

24 3. The term of this Agreement shall commence on the Effective Date and shall end,
25 subject to earlier termination in the event of a breach of this Agreement, on May 23, 2024 unless
26 extended an additional six (6) months in accordance with section 1 above to November 21, 2025,
27 upon which approval will require an additional \$100,000 for the purpose of Section 2 above
28

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

34 5. This Agreement shall be exclusive to the Developer and does not run with the title to
35 the Property to successors and assigns.
36

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

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

5 8. No official or employee of the Town shall be personally responsible for any actual or
6 alleged breach of this Agreement by the Town.
7

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

24 10. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall
25 not affect or impair the validity, legality, or enforceability of the remaining provisions of the
26 Agreement.
27

28 11. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
29 Colorado Revised Statutes, as amended.
30

31 12. No waiver of any provision of this Agreement shall be deemed or constitute a waiver
32 of any other provision, nor shall it be deemed to constitute a continuing waiver, unless expressly
33 provided for by a written amendment to this Agreement signed by the Parties; nor shall the
34 waiver of any default under this Agreement be deemed a waiver of any subsequent default or
35 defaults of the same type.
36

37 13. Nothing contained in this Agreement shall constitute a waiver of the Town's
38 sovereign immunity under any applicable state or federal law.
39

40 14. Personal jurisdiction and venue for any civil action commenced by any Party to this
41 Agreement shall be deemed to be proper only if such action is commenced in District Court of
42 Summit County, Colorado. The Developer expressly waives any right to bring such action in or
43 to remove such action to any other court, whether state or federal. **The Parties hereby mutually**

1 agree to waive any right to a jury trial in connection with any action to enforce, interpret or
2 construe this agreement.

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

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

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

18
19 If to the Church: Mike Dudick
20 Gondola Lot Properties LLC
21 P.O. Box 6879
22 Breckenridge, CO 80424

23
24 Notices mailed in accordance with the provisions of this Section 15 shall be deemed to have been
25 given upon delivery. Notices personally delivered shall be deemed to have been given upon
26 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
27 Colorado Rules of Civil Procedure for service of civil process.

28
29 16. This Agreement shall be interpreted in accordance with the laws of the State of
30 Colorado without regard to principles of conflicts of laws.

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

35
36 TOWN OF BRECKENRIDGE, a Colorado
37 municipal corporation

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41 By: _____
42 Rick G. Holman, Town Manager
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GONDOLA LOT PROPERTIES LLC,
A COLORADO LIMITED LIABILITY
COMPANY

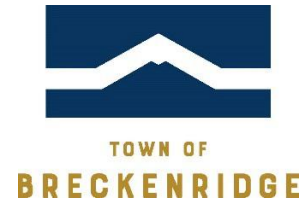
BY: _____

NAME: _____

TITLE:

ATTEST:

Helen Cospolich, CMC, Town
Clerk



To: Mayor Mamula and Town Council Members
From: Kirsten J. Crawford, Town Attorney
Date: February 28, 2023
Subject: A Bill for An Ordinance Adopting Authority and Use of Valley Brook Cemetery.

Staff recommends that Town Council adopt the attached ordinance authorizing powers pertaining to the Valley Brook Cemetery.

In the process of revising the administrative rules and regulations pertaining to the Cemetery, it came to light that there was a draft ordinance from 2005 that was never adopted. This proposed ordinance addresses some of the issues governing administration of the purchase of Cemetery burial sites and division of responsibility for maintenance of the Cemetery and the individual burial sites.

Following adoption of this ordinance, staff will public the revised administrative rules and regulations for the Cemetery which detail more specifics of the Cemetery use and operation.

A BILL FOR AN ORDINANCE ESTABLISHING THE AUTHORITY AND USE OF THE VALLEY BROOK CEMETERY.

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

Section 1. That a new chapter 11, entitled "VALLEY BROOK CEMETERY" be added to title 11 setting forth the public use of the cemetery:

CHAPTER 11: VALLEY BROOK CEMETERY

11-11-1: DEFINITIONS:

BURIAL SPACE: means a lot or portion thereof in any cemetery designed and intended for the interment of a human body but not used for such purpose.

CEMETERY: means any cemetery owned, managed, or controlled by any municipality in this state.

PURCHASER: means any person possessing a license or right of interment in any burial space

11-11-2: CEMETERY ESTABLISHED:

Pursuant to the provisions of section 31-25-702, C.R.S., the Valley Brook Cemetery ,

A 13.33 acre parcel of land located in Summit County, Colorado, being part of the Masonic Placer, U.S.M.S. 9616, as described in that deed from William McAdoo to the Town of Breckenridge recorded January 20, 1896 in Book 74 at Page 422 of the records of the Clerk and Recorder of Summit County, Colorado; commonly known and described as the "Valley Brook Cemetery," 905 Airport Road, Breckenridge, Colorado 80424

is hereby established as a municipal burial facility for the interment of cremated human remains.

11-11-3: PURCHASE OF BURIAL SPACE:

The town manager, or a designee thereof, is authorized to sign purchase agreements for the sale of interment sites for cremated human remains at any cemetery in the Town. The purchase agreement will provide for the conveyance of a privilege to use a specific burial space described on the cemetery plat.

11-11-4: PURCHASER PRICES AND FEES; MAINTENANCE REQUIREMENTS:

A. The price of burial spaces and any fees for use shall be established by administrative rules and regulations.

1 B. The department of public works shall maintain town improvements and has the authority
2 to close the cemetery during winter months. A purchaser of a burial site shall be solely
3 responsible for maintaining and/or improving burial spaces.
4

5 11-11-5: ABANDONMENT OF BURIAL SPACE:

6 A. The right of interment in any unoccupied burial space in the cemetery shall, upon
7 abandonment, revert to the Town, as provided below.

8 B. Failure to inter in any burial space within fifty (50) years from the date of purchase shall
9 create a presumption that the same has been abandoned. This presumption shall not apply if a
10 written statement has been filed with the town clerk by the owner or the owner's heirs or assigns
11 evidencing an intent to retain the specified burial spaces.

12 C. A presumed abandonment shall be deemed complete if:

13 1. The owner has been notified of the presumed abandonment in writing, mailed to the owner's
14 last known address, by the town clerk, or in the event that the address of the owner and/or the
15 owner's heirs cannot be ascertained, notice of such abandonment has been given by publishing
16 the same in a local newspaper once a week for five (5) consecutive weeks;

17 and

18 2. Neither the owner nor the owner's heirs or assigns have contacted the town clerk within sixty
19 (60) days after the date the notice of abandonment was mailed or after final publication of such
20 notice, whichever is applicable.

21 D. Upon abandonment, the Town may thereafter sell, transfer and convey the right to interment
22 therein, free and clear of any right, title or interest of the former owner.
23

24 11-11-6: CEMETERY RULES AND REGULATIONS: Rules and regulations of the use and
25 operation of the cemetery are set forth in the Valley Brook Cemetery rules and regulations
26 adopted, amended, altered from time to time by public works and/or the town clerk as the case
27 may be.

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

32 **Section 3.** This ordinance shall be published and become effective as provided by
33 Section 5.9 of the Breckenridge Town Charter.
34

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this 28TH day of _____, 2023. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
4 _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

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

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

15 ATTEST:

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



Memo

To: Breckenridge Town Council
 From: Dave Byrd, Director of Finance
 Date: 2.21.23
 Subject: 2023 Supplemental Appropriations

Background

The Town Council approves a budget each year. From time to time, it is necessary to make changes to the budget as circumstances necessitate. These changes must be adopted by Council resolution. Below is a list of those changes and attached are the official resolution submitted for approval.

Supplemental Appropriations to the 2023 Budget

Below is a list of changes to the 2023 budget. These changes occurred after the final 2023 budget approval in November 2022. In addition, there are appropriations being requested from projects which did not complete in 2022 and will rollover into 2023 based on year end close reconciliations.

Fund #	Fund Name	Revenue	Expense	Notes
1	General		\$988,241	Salaries/Taxes – December pay increase: \$659,688 Workers comp., Liability insurance true-up: \$(100,454) Town Hall Upgrades: Council chairs: \$48,000; access control: \$84,000 Grants: FIRC \$100,000, Nicotine \$104,662 Transfer/allocation true-up \$92,345
2	Utility	\$(549,193)	\$(1,845,555)	Revenue – Tarn Dam project true-up from 2022 Salaries/Taxes – December pay increase: \$101,094 Workers Comp; Liability Insurance true-up: \$3,331 Tarn Dam expense: \$739,307 Reclass principal payment for Water Treatment Plan Loan to restriction: \$(2,689,287)
2	Utility Restriction		\$2,689,287	Reclass principal payment for Water Treatment Plan Loan to restriction: \$2,689,287
3	Capital	\$(4,554,488)	\$5,549,012	Revenue: Block 11 True-Up: \$1,065,809 Revenue: Sustainability Fund reclass: \$1,609,030 Revenue: Parking & Transportation: \$(156,572) – 2022 rollover reconciliation Revenue: Excise Fund Transfer \$(7,073,155) – 2022 close – favorable 2022 ending bund balance \$10,041,554 offset by 2022 projects rollover. Expense: Block 11 True-Up: \$2,000,000 Expense: Rec Center Swimming Pool: \$500,000 Expense: 2022 projects rollover: \$3,049,012
5	Golf		\$264,594	Salaries/Taxes – December pay increase: \$24,172 Workers comp., Liability Insurance true-up: \$4,922 Irrigation project 2022 rollover: \$235,500
6	Excise Fund	\$3,015,000	\$(2,033,079)	Revenue: Investment interest: Colorado Trust, Chandler, FirstBank Affordable Housing Loan: \$1,424,892 Sustainability Fund: \$2,468,921 BHA Projects and 2022 Rollover: \$1,146,263 Reduced Capital Fund Transfer based on 2022 close: \$(7,073,155)
7	Affordable Housing			Revenue: 2021 Alta Verde loan reclass to restriction: \$(600,000) Revenue: Alta Verde II DOLA grant: \$678,453 Revenue: Summit County Gov't COP Payment: \$352,088

7	Affordable Housing	\$2,025,316	\$1,354,726	Revenue: Employee Housing Loan Assistance Program: \$15,500 Revenue: Summit County Gov't Housing Helps: \$584,775 Revenue: Reduced Accommodation Unit Compliance Fund transfer: \$(430,392) Revenue: Increased Excise Fund Loan: \$1,424,892 Expense: Salaries/Taxes – December pay increase: \$51,678 Expense: Capital Fund transfer – Block 11 true-up: \$1,065,309 Expense: Updated COP payment for Justice Center: \$571,156 Expense: Reduced LOGE water/sewer: \$(333,417)
7	Affordable Housing Restrictions		\$4,011,150	Restriction: Justice Center Debt Service: \$1,143,650 Restriction: Alta Verde Loan: \$650,000 Restriction: Alta Verde II Loan: \$2,000,000 Restriction: Employee Housing Loan Assistance Program: \$217,500
8	Open Space		\$52,226	Salary/Taxes – December pay increase: \$36,842 Workers Comp., Liability Insurance true-up: 1,284 Transfers true-up: \$14,100
10	Garage Fund		\$36,486	Salary/Taxes – December pay increase: \$37,198 Workers Comp., Liability Insurance true-up: \$(712)
11	IT Fund	\$599	\$13,549	Revenue: Allocation true-up Salaries/Taxes – December pay increase: \$13,585 Liability Insurance true-up: \$(36)
12	Facilities Fund	\$178,253	\$3,812	Revenue: Corrected allocation Liability Insurance true-up: \$3,812
13	Special Projects Fund	\$1,146,263	\$1,146,273	Milne projects: Phase I & II - 2022 Rollover
14	Marijuana		\$981	Salaries/Taxes – December pay increase: \$981
15	Cemetery		\$86	Liability Insurance true-up: \$86
16	Child Care		\$6,165	Salaries/Taxes – December pay increase: \$1,321 Liability Insurance true-up: 4,844
17	Parking & Transportation	\$(485,000)	\$(990,114)	Revenue: Sustainability Fund reclass Expense: Sustainability Fund reclass: \$(1,318,748) Expense: Liability Insurance true-up: \$(41,615) Expense: Facilities allocation correction: \$154,524 Expense: Reduced CIP transfer based on 2022 rollover reconciliation: \$(156,572) Expense: Salary/Taxes – December pay increase: \$372,297
4618	Health Care Plan	\$(44,176)		2023 allocation reconciliation
19	Sustainability Fund	\$2,927,921	\$2,927,776	Revenue: Reclass from P&T: \$459,000 Revenue: Excise Fund transfer: \$2,468,921 Expense: Reclass from P&T: \$1,318,748 Expense: Transfer to Capital Fund: \$1,609,030
20	Accommodation Unit Compliance	\$366,392	\$(434,914)	Revenue: 2023 fees paid in January Expense: Reduced transfer to Affordable Housing: Reduced fund balance; renewals
		<u>\$4,026,887</u>	<u>\$13,740,702</u>	

RESOLUTION NO.6

SERIES 2023

A RESOLUTION MAKING SUPPLEMENTAL AND REDUCED APPROPRIATIONS TO THE 2023 TOWN BUDGET

WHEREAS the Town Council of the Town of Breckenridge desires to amend the Town's 2023 budget by making appropriations in the amount of \$7,040,265 in expenditures; \$6,700,437 in restrictions; \$4,026,887 in revenues and,

WHEREAS, pursuant to Section 10.12(a) of the Breckenridge Town Charter, the Finance Department, on behalf of the Town Manager, has certified that there are available for appropriation expenses more than those estimated in the Town's 2023 budget not previously appropriated in an amount sufficient for the proposed supplemental appropriations and

WHEREAS, pursuant to Section 10.12(c) of the Breckenridge Town Charter, the Town Council determines that it is necessary and appropriate to approve certain appropriations previously made in the adopted 2023 budget, all as more fully set forth hereafter; and

WHEREAS a public hearing on the proposed revised appropriations was held on February 28, 2023, in accordance with the requirements of Section 10.12(a) of the Breckenridge Town Charter.

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

Section 1. The 2023 budget is amended, and revised appropriations for the amended 2023 Town budget are made as follows:

Fund #	Fund Name	Revenue	Expense	Notes
1	General		\$988,241	Salaries/Taxes – December pay increase: \$659,688 Workers comp., Liability insurance true-up: \$(100,454) Town Hall Upgrades: Council chairs: \$48,000; access control: \$84,000 Grants: FIRC \$100,000, Nicotine \$104,662 Transfer/allocation true-up \$92,345
2	Utility	\$(549,193)	\$(1,845,555)	Revenue – Tarn Dam project true-up from 2022 Salaries/Taxes – December pay increase: \$101,094 Workers Comp; Liability Insurance true-up: \$3,331 Tarn Dam expense: \$739,307 Reclass principal payment for Water Treatment Plan Loan to restriction: \$(2,689,287)
2	Utility Restriction		\$2,689,287	Reclass principal payment for Water Treatment Plan Loan to restriction: \$2,689,287
3	Capital	\$(4,554,488)	\$5,549,012	Revenue: Block 11 True-Up: \$1,065,809 Revenue: Sustainability Fund reclass: \$1,609,030 Revenue: Parking & Transportation: \$(156,572) – 2022 rollover reconciliation Revenue: Excise Fund Transfer \$(7,073,155) – 2022 close – favorable 2022 ending bund balance \$10,041,554 offset by 2022 projects rollover. Expense: Block 11 True-Up: \$2,000,000 Expense: Rec Center Swimming Pool: \$500,000 Expense: 2022 projects rollover: \$3,049,012

5	Golf		\$264,594	Salaries/Taxes – December pay increase: \$24,172 Workers comp., Liability Insurance true-up: \$4,922 Irrigation project 2022 rollover: \$235,500
6	Excise Fund	\$3,015,000	\$(2,033,079)	Revenue: Investment interest: Colorado Trust, Chandler, FirstBank Affordable Housing Loan: \$1,424,892 Sustainability Fund: \$2,468,921 BHA Projects and 2022 Rollover: \$1,146,263 Reduced Capital Fund Transfer based on 2022 close: \$(7,073,155)
7	Affordable Housing	\$2,025,316	\$1,354,726	Revenue: 2021 Alta Verde loan reclass to restriction: \$(600,000) Revenue: Alta Verde II DOLA grant: \$678,453 Revenue: Summit County Gov't COP Payment: \$352,088 Revenue: Employee Housing Loan Assistance Program: \$15,500 Revenue: Summit County Gov't Housing Helps: \$584,775 Revenue: Reduced Accommodation Unit Compliance Fund transfer: \$(430,392) Revenue: Increased Excise Fund Loan: \$1,424,892 Expense: Salaries/Taxes – December pay increase: \$51,678 Expense: Capital Fund transfer – Block 11 true-up: \$1,065,309 Expense: Updated COP payment for Justice Center: \$571,156 Expense: Reduced LOGE water/sewer: \$(333,417)
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13	Special Projects Fund	\$1,146,263	\$1,146,273	Milne projects: Phase I & II - 2022 Rollover
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17	Parking & Transportation	\$(485,000)	\$(990,114)	Revenue: Sustainability Fund reclass Expense: Sustainability Fund reclass: \$(1,318,748) Expense: Liability Insurance true-up: \$(41,615) Expense: Facilities allocation correction: \$154,524 Expense: Reduced CIP transfer based on 2022 rollover reconciliation: \$(156,572) Expense: Salary/Taxes – December pay increase: \$372,297
4618	Health Care Plan	\$(44,176)		2023 allocation reconciliation
19	Sustainability Fund	\$2,927,921	\$2,927,776	Revenue: Reclass from P&T: \$459,000 Revenue: Excise Fund transfer: \$2,468,921 Expense: Reclass from P&T: \$1,318,748 Expense: Transfer to Capital Fund: \$1,609,030
20	Accommodation Unit Compliance	\$366,392	\$(434,914)	Revenue: 2023 fees paid in January Expense: Reduced transfer to Affordable Housing: Reduced fund balance; renewals

\$4,026,887 \$13,740,702

Section 2. This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 28th DAY OF FEBRUARY 2023.

ATTEST

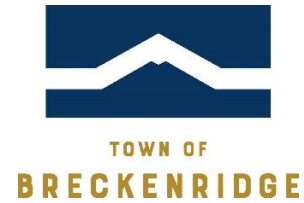
TOWN OF BRECKENRIDGE

By _____
Helen Cospolich, Town Clerk

By _____
Eric Mamula, Mayor

APPROVED IN FORM

By _____
Town Attorney Date



Memo

To: Town Council
From: Mark Truckey, Community Development Director
Date: February 21, 2023 for February 28 Council Work Session
Subject: TDR Price Resolution

At the January 24, 2023 Council work session staff brought a proposed change to the methodology for setting the price of Transfer of Development Rights (TDRs) sold by the Upper Blue TDR Bank. Staff proposed to change the methodology to base the sales price on the last seven years of backcountry sales data, which would result in a new TDR price of \$237,070 per TDR. The Board of County Commissioners met at a work session on February 7 and agreed to the new methodology and price. Attached is a joint resolution that will establish the new TDR price.

The Council memo for the January 24 work session goes into more detail on the specifics of setting the price for TDRs in the Upper Blue Basin. Per the Intergovernmental Agreement (IGA) between the Town and County, the methodology for establishing a sales price for TDRs must be set by a joint resolution adopted by both parties.

The proposed new TDR pricing methodology will set the price of TDRs based on the median price of all sales of Backcountry zoned lands in the Upper Blue Basin in the last seven years. This price will be adjusted annually based on the preceding seven years of data.

Council Action

Staff will be available for any questions that may arise. Staff recommends the Council adopt the attached joint resolution.

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RESOLUTION NO. __

SERIES 2023

A JOINT RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO ESTABLISHING A NEW METHODOLOGY TO DETERMINE THE PRICE OF ONE “TRANSFERABLE DEVELOPMENT RIGHT” (TDR) SOLD BY THE TOWN AND THE COUNTY PURSUANT TO THE “AMENDED INTERGOVERNMENTAL AGREEMENT CONCERNING TRANSFERRED DEVELOPMENT RIGHTS” DATED AND EFFECTIVE APRIL 10, 2007 (Applicant: Summit County Government and Town of Breckenridge)

WHEREAS, the Town of Breckenridge (Town) and Summit County (County) have entered into an “Amended Intergovernmental Agreement Between the County of Summit and the Town of Breckenridge Concerning Transferable Development Rights” dated and effective April 10, 2007 (“Amended IGA”); and

WHEREAS, Section 6.8 of the Amended IGA authorizes the Town and the County to adjust the sale price for those Transferable Development Rights (as defined in the Amended IGA) that are to be sold by the Town and the County pursuant to the Amended IGA; and

WHEREAS, the Town and the County desire to establish a new sales price for a Transferable Development Right to be sold by the parties pursuant to the Amended IGA, and adopt a new methodology to be used to make future adjustments to the sale price of a Transferable Development Right.

NOW THEREFORE, BE IT JOINTLY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, as follows:

Section 1. Pursuant to Section 6.8 of the Amended IGA, the sale price of a “Transferable Development Right” (“TDR”) is hereby fixed at Two Hundred Thirty-Seven Thousand and Seventy Dollars (\$237,070.00). Fractions of a TDR may be sold at a proportional fraction of this price.

Section 2. On January 1 of each year, commencing in 2024, the sales price of TDRs pursuant to Section 6.8 of the Amended IGA shall be determined by calculating the median sales price of all vacant backcountry zoned property sales within the Upper Blue Basin in the preceding seven years. This median sales price shall include all private transactions as well as transactions where Summit County and the Town of Breckenridge have been the purchasing parties. The median sales price shall be calculated using all sales from the preceding seven years commencing on January 1 of that year through June 30 of the previous year (i.e., to calculate the TDR price in January 2024, all sales from January 1, 2017 through June 30, 2023 shall be used). The Summit County Planning Director shall make the required calculation, based on sales data provided by the County and Town open space programs and by the Summit County Assessor’s Office. Not later

1 than thirty (30) days after the TDR sales price is adjusted each year as provided in this section,
2 Summit County and the Town of Breckenridge shall cause to be published a public notice setting
3 forth the amount of the adjusted TDR sales price. Such notice shall be published one time in a
4 newspaper of general circulation in Summit County; provided, however, that the failure of the
5 County or Town to cause such notice to be published shall not affect the validity of the adjustment
6 to the TDR sales price as made by the Summit County Planning Director pursuant to this section.
7 The Town Council and the Board of County Commissioners hereby find and determine that the
8 methodology set forth in this Section 2 satisfies the requirement of Section 6.8 of the Amended
9 IGA that the parties annually establish the price of a Transferable Development Right to be sold
10 pursuant to the Amended IGA.

11
12 Section 3. At the time of each TDR purchase, an administrative application fee shall be
13 paid by the applicant to the Summit County Planning Department. The base administrative fee
14 shall be initially established in the amount of \$3,145.00 for any transaction comprising one TDR
15 or a fraction of a TDR. For each transaction involving more than one TDR, an additional
16 incremental fee of \$385.00 shall be paid by the applicant for each additional TDR or portion of a
17 TDR purchased by the applicant. The fee established in this Section 3 shall increase each
18 subsequent calendar year based on the percentage increase in the current hourly staff rate published
19 annually in the Summit County Planning Department Development Review Fee Schedule.

20
21 Section 4. The provisions of this Resolution are reasonable and necessary to defray the
22 cost of providing the respective services and such fees and charges will promote the public health,
23 safety and welfare.

24
25 Section 5. To the extent there is a conflict between the provisions of this Resolution and
26 the Amended IGA, the provisions of this Resolution shall control.

27
28 Section 6. This Resolution shall become effective February 28, 2023.

29
30
31 **RESOLUTION APPROVED AND ADOPTED THIS 28TH DAY OF FEBRUARY 2023.**

32
33
34 **TOWN OF BRECKENRIDGE**

35
36 **ATTEST:**

37 By _____
38 Eric S. Mamula, Mayor

39 _____
40 Helen Cospolich, Breckenridge Town Clerk

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43 **APPROVED IN FORM**

44
45 _____
46 Town Attorney Date

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RESOLUTION APPROVED AND ADOPTED THIS 28TH DAY OF FEBRUARY 2023.

**COUNTY OF SUMMIT
STATE OF COLORADO
BY THE THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

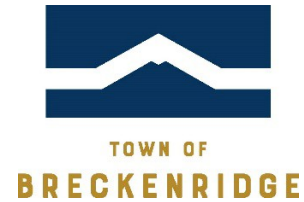
By _____
Josh Blanchard, Chair of the BOCC

ATTEST:

Taryn Power, Summit County Clerk and Recorder

APPROVED IN FORM

County Attorney Date



To: Mayor Mamula and Town Council Members
From: Kirsten J. Crawford, Town Attorney
Date: February 28, 2023
Subject: Agreement for Water Storage Space in Green Mountain Reservoir, Exercise of Option to Extend.

Staff recommends that Town Council Approve the attached Resolution Authorizing the Town to exercise an option to extend the term of the Contract between the United States and the Town of Breckenridge for Water Storage Space in Green Mountain Reservoir. The option will extend the contract for an additional term of 40 years. Such option will be exercised in the form the attached letter (a copy of which is attached as Exhibit A to the Resolution) to the United States Department of Interior, Bureau of Reclamation.

The Town of Breckenridge and the United States executed Contract No. 4-07-70-W0710 (“Contract”) on July 20, 1984 for a 16-year term to conform with the termination of other contracts for the Colorado-Big Thompson Project. A 40-year term was later established by the United States for contracts relating to use of Green Mountain Reservoir. The Town of Breckenridge, by letter of November 26, 1985, exercised its option to extend the term of the contract for a term of 40 years. That term of the Contract extends until April 30, 2025.

Pursuant to Paragraph 2.b. of the Contract, the Contractor has the option to renew the Contract for additional terms of up to 40 years upon written request to the Secretary on or before 2 years prior to the expiration of the Contract. Under Paragraph 1.b. of the Contract, the Contracting Officer is the Secretary’s authorized representative, and the Contracting Officer is the Regional Director, Lower Missouri Region, Bureau of Reclamation. The renewal of the term of the Contract for an additional 40 years will extend the Contract until April 30, 2065.

1 RESOLUTION NO. ____

2
3 Series 2023

4
5 **A RESOLUTION AUTHORIZING THE TOWN OF BRECKENRIDGE TO**
6 **EXERCISE AN OPTION TO EXTEND THE TERM OF THE CONTRACT**
7 **BETWEEN THE UNITED STATES AND THE TOWN OF BRECKENRIDGE FOR**
8 **WATER STORAGE SPACE IN GREEN MOUNTAIN RESERVOIR FOR 40**
9 **YEARS UNTIL APRIL 30, 2065.**

10
11 WHEREAS, the Town of Breckenridge (“Contractor”) and the United States executed
12 Contract No. 4-07-70-W0710. entitled “Contract Between The United States and the Town of
13 Breckenridge for Water Storage Space in Green Mountain Reservoir” (hereinafter “Contract”) on
14 July 20, 1984 for a 16-year term to conform with the termination of other contracts for the
15 Colorado-Big Thompson Project;

16 WHEREAS, a 40-year term was later established by the United States for contracts
17 relating to use of Green Mountain Reservoir;

18 WHEREAS, the Town of Breckenridge, by letter of November 26, 1985, exercised its
19 option to extend the term of the contract for a term of 40 years;

20 WHEREAS, the Town Council of the Town of Breckenridge desires to exercise its option
21 to extend the contract for an additional term of 40 years;

22 WHEREAS, the option will extend the contract for an additional term of 40 years. Such
23 option will be exercised in the form the attached letter (a copy of which is attached as **Exhibit A**
24 to the Resolution) to the United States Department of Interior, Bureau of Reclamation, and
25 effect an extension of the term until April 30, 2065.

26 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
27 BRECKENRIDGE, COLORADO:

28 **Section 1.** The Town Council of the Town of Breckenridge hereby exercises its
29 option to extend the term of the Contract for an additional 40-year term.

30 **Section 2.** Town Manager is authorized, empowered, and directed to execute such
31 option for and on behalf of the Town of Breckenridge.

32 **Section 3.** All resolutions, or parts thereof, inconsistent herewith are hereby repealed to
33 the extent only of such inconsistency. This repealer shall not be construed to revive any such
34 resolution, or part thereof, heretofore repealed.

35 **Section 4.** This resolution is effective upon adoption.

1 RESOLUTION APPROVED AND ADOPTED this 28th day of February, 2023.

2
3 TOWN OF BRECKENRIDGE

4
5
6
7 By: _____
8 Eric S. Mamula, Mayor
9

10 ATTEST:

11
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14 _____
15 Helen Cospolich, CMC,
16 Town Clerk

17
18 APPROVED IN FORM

19
20
21
22 _____
23 Town Attorney Date

February _____, 2023

Regional Director
Lower Missouri Region
Bureau of Reclamation
P.O. Box 25247
Denver, Colorado 80225

Dear Regional Director:

Please be advised that the Town of Breckenridge is the Contractor in Contract 4-07-70-W0710, entitled "Contract Between The United States and the Town of Breckenridge for Water Storage Space in Green Mountain Reservoir" for 800 acre feet of water storage space in Green Mountain Reservoir, dated July 20, 1984, as amended by Amendment No. 1 dated, March 19, 1986 (the "Contract"). The term of the Contract extends until April 30, 2025.

Pursuant to Paragraph 2.b. of the Contract, the Contractor has the option to renew the Contract for additional term of up to 40 years upon written request to the Secretary on or before 2 years prior to the expiration of the Contract. Under Paragraph 1.b. of the Contract, the Contracting Officer is the Secretary's authorized representative, and the Contracting Officer is the Regional Director, Lower Missouri Region, Bureau of Reclamation.

Contractor hereby provides written notice that it exercises its option to renew the term of the Contract for an additional 40 years until April 30, 2065.

CONTRACTOR:
Town of Breckenridge

By: _____
Town Clerk

By: _____
Town Manager

cc: Kirsten Crawford, Town Attorney
Glenn Porzak, Town Water Attorney

Memo

To: Breckenridge Town Council Members
From: Town Staff
Date: 2/22/2023
Subject: Public Projects Update



Goose Pasture Dam Rehabilitation

The construction crews for the dam project have remobilized to the site to begin snow removal operations to support the start-up of limited construction activities in March. This season's work includes lining the existing low-level outlet works, completion of earthwork and walls on the west side of the dam, electrical work for the new control house, and final grading.

This project began in 2021 and will be constructed over three seasons with completion in October 2023. There is no recreational access to the Tarn during the construction. Public outreach for the project is ongoing through the project website:

<https://www.townofbreckenridgegptd.com>.

Asphalt Overlay and Concrete Replacement

Concrete replacement is scheduled to begin mid-April and will require one lane and/or parking closures. Asphalt paving is scheduled to begin with single block road closures and detours on April 24th. Both projects will begin in the core of Town to be completed as soon as possible.

Staff will perform door-to-door outreach to downtown businesses in early April informing them of the planned work. Outreach to certain businesses, like the post office, have already begun.

The asphalt overlay project includes replacement, patching, and overlay at the following locations:

- Main Street (Watson Ave to City Market Roundabout)
- Lincoln (Main Street to High Street)
- 4 O'Clock Road (Park Ave to End)
- Tiger Road (Clubhouse Drive to Gold Run Road)
- Ski Hill Road (Pedestrian Bridge to Boulder Circle)

The concrete replacement project will replace damaged concrete curb, valley pan, driveways, and sidewalk at the following locations:

- Main Street
- Ski Hill Road
- Lincoln Ave
- 4 O'clock Road
- La Cima frontage

- Post Office frontage
- Town Hall
- E. Adams
- Other locations as determined by Staff

Budget:

Project Funding	
2023 Capital Fund (Overlay & Concrete)	\$3,800,000
2021/2022 Remaining Balance	\$170,647
French Street Intersection Improvements	\$100,000
TOTAL:	\$4,070,647

Sidewalk Master Plan: Broken Lance Sidewalk

The Sidewalk Master Plan is a multi-year project that adds new sidewalk in Town based on prioritized criteria including: proximity to transit stops, connectivity to the existing sidewalk network, pedestrian usage and safety, ease of winter maintenance, routes to schools, and public input. In 2023, approximately 525 linear feet of sidewalk will be added to Broken Lance Drive near the Eagle Ridge transit stop. This new segment of sidewalk connects to existing sidewalk along the east side of Broken Lance Drive, serves a transit stop in a pedestrian corridor, increases safety along a curved section of the roadway with reduced sight distance, and was requested by residents in the Warrior’s Mark subdivision.

The project also adds eight streets lights, a new storm sewer inlet, storm sewer, and a water quality swale. The water quality swale will remove sediment and improve the water quality before drainage reaches the Blue River.

The project was bid with a July 2023 completion date; however, a detailed schedule has not yet been provided by Columbine Hills Construction. The roadway will remain open during construction, but short delays should be expected.

Budget:

Project Funding	
2022 CIP	\$250,000
2023 CIP	\$30,000
2023 CIP Supp. Appropriation	\$213,000
TOTAL	\$493,000



Memo

To: Town Council
From: Mobility Staff
Date: 2/22/2023
Subject: Mobility Update

Parking:

- 10-Minute Takeout Zones – After an audit around Town, there are three remaining signs. The locations are: Tonopah lot, Courthouse lot, 100 S. Ridge.
 - o Based on general feedback, many residents do like these “short term stalls” as they do not have to use the app or kiosk to start a free 15-minute parking session for a quick trip to a local store/restaurant, etc.
 - o Staff’s recommendation is to not re-install signs on Main Street. This is due to the difficulty in enforcing parallel parking in the area surrounding these signs as well as additional traffic added to an already busy Main Street in search of a “short-term parking stall.”
 - o If feedback Dick has received from the Restaurant Association aligns, staff recommends adding one sign in some of our Public Parking lots around town, staff may make additional recommendations for Council feedback at a later time.
 - The recommended lots where one sign would be placed, if it is not already would be: Wellington, Ice House, Courthouse, Upper Exchange, Tonopah, and others that Council desires.
- Wi-Fi in Parking Structure – IT has ordered additional Wi-Fi access points to improve coverage and strength of Free Town Wi-Fi throughout the structure.

Free Ride Updates:

- Transit Technology – We have seen a dramatic increase in usage of the FreeRide App in recent months.
 - o Nov. 2021 was 439 visits; Nov. 2022 was 2,087.
 - o Dec. 2021 was 967 visits; Dec. 2022 at 5,144.
 - o Interesting in these numbers is the usage of the app for Gray South between Breck Station and Beaver Run being almost 25% of app requests.
 - o Gray North from Breck Station to Terrace 2 is second at 17% of app requests.
- Bikes on Buses – In an effort to provide easy and stress-free alternate options for getting around Town without a car, staff has looked in to upgrading the bike racks on the front of our buses. Currently, we have a mixture of racks that allow 2 or 3 bikes up to 29” by 2.5” tires, with only our newest E-buses allowing for “fat tire” and “e-bikes.”
 - o To upgrade all racks on our remaining 12 bus fleet to be matching and allowing for fat tires with no weight limits would cost \$27,000 with our fleet shop completing the installations.
 - o As we phase older buses out and bring new buses in, these racks can be transferred over with limited hardware replacements.
 - o While we do not currently have a budget for these racks, at Council’s request, we can add them to the 2024 budget and also seek grants to help fund the purchase sooner if available.

- Stop Annunciation – DOT/ADA laws require certain aspects of stop annunciation on fixed route services to aid visually impaired riders the ability to orient their locations. Staff will leave the system as it is implemented currently, with the intention of finding ways to improve the experience and effectiveness of the system.

Snowstang:

- Snowstang ridership has been good in our first two operating months. Breckenridge ridership in January accounted for 27% of total Snowstang ridership, second only to Copper at 30%. Note that Copper is in its second year of operation. For the month of January, Breckenridge load factor(seats filled) was 65%, again second only to Copper at 71%, with the third place being Loveland at 45%.
- We should be proud of these numbers as 50% ridership in the first operating year has been viewed as positive.

January Traffic Count Data:

- Traffic counts at both the EJ Tunnel and Hwy 9/Tiger Rd increased compared to January 2022. Snow Sculpture weekend (Fri 1/27- Sun 1/29) was down 10.5%, when looking at the Hwy 9/Tiger Rd counts from the same weekend the previous year.
- On Feb 6th, Mobility staff met with CDOT staff to discuss the performance and aspects of the new radar counter on the South side of town. The CDOT team informed us that the radar-based counter installed last April provides counts that are just as accurate and reliable as the counter at Hwy 9/Tiger Rd, it just does not collect axle weight/vehicle class data. They also let us know they can program the radar to ignore certain lanes, such as the turn lanes into and out of River Park Dr. Staff asked them to make this adjustment this April, so that local traffic turning in/out of River Park Dr is not included in the counts.
- Also beginning this April, we will switch to exclusively using the new counter's data and discontinue reporting the counter at Blue River Town Hall. In the interim, we will show both, as the previous counter offers useful year-over-year context. Please note that the new CDOT counter shows bi-directional (NB & SB) traffic counts, whereas the Town's counter in Blue River only records northbound counts.

CDOT Eisenhower Tunnel, Average Daily Total Traffic Counts (EB & WB)												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2023	37290											
2022	35851	38394	38795	30636	29665	37365	41946	39936	39582	32790	30145	34528
2021	34470	35126	37618	31250	31204	39513	41774	35557	38799	32166	31015	34600
2020	37669	35303	23910	11390	21442	33539	40756	34938	36790	33901	26787	32224
2019	38244	36034	38436	31567	30318	37402	44100	41526	38335	33214	29141	34553
2018	36771	36596	38333	29045	29940	38818	43998	40649	38010	29761	30153	36008
2017	33269	36718	39162	31483	N/A	40217	44022	39719	35614	30216	29087	32690

CDOT Hwy 9 & Tiger Rd, Average Daily Total Traffic Counts (NB & SB)												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2023	25561											
2022	25343	26314	25528	19385	17755	22419	25576	25157	23340	20126	19542	23392
2021	23613	23681	24455	19981	18729	23885	26569	24052	22303	19357	19779	23740
2020	26091	24334	16206	8459	12873	20096	25398	24184	23870	21272	18851	22557
2019	26864	25558	25043	19475	17420	19707	22715	25287	23769	18932	19522	23106
2018	24454	23112	23746	17638	16681	21491	25586	23805	21848	17993	19613	24572
2017	22314	22238	22640	16863	15739	20133	23872	22365	20694	17736	17914	22213

Hwy 9/River Park Drive CDOT Average Daily Total Traffic Counts (NB & SB)												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2023	9677											
2022	Not Available			6692	6947	9358	11132	10272	9763	7034	7525	9217

Hwy 9/Blue River Town Hall, Average Daily Total Traffic Counts (Northbound Traffic Only)												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2023	2919											
2022	3055	3151	3068	2336	2290	3091	3728	3310	3241	2674	2400	3027
2021	3063	2942	2678	2447	2548	3549	4232	3554	3427	2777	2540	2834
2020	Data Missing						4169	3901	3855	3078	2522	3107
2019	2936	2300	N/A	2210	2327	3213	4040	3773	3427	Data Missing		
2018	2966	2561	2995	2259	2389	3308	3961	3563	3366	2494	2605	3131
2017	2547	2650	2842	2219	N/A	3138	3816	3439	3145	2254	2420	2902

Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 2/22/2023
Subject: Sustainability Update

PAYT – Staff met with Garbage Gurus and WM since the last update and are working on aligning paid advertising and customer outreach with each company’s roll out. HC3 and the Town have both launched the program specific websites with site translation available. Staff is developing the final hardship application and waiver/variance process that will be available online. Below an example of a print ad part of the marketing campaign which also include tv, radio, and social.



REMP – Staff presented the REMP policy proposal to the Planning Commission on February 21, 2023. Having received some additional input, Staff is working on the changes proposed by Council and will bring back an ordinance for consideration at a future date.

Solarize Summit – Thirteen residents have signed up for free solar assessments so far in 2023. The program requires contracts to be signed by May 31 to realize the \$1,650 rebates from the Town and \$300 rebate from the contracted installer.

Material Management – Please welcome Hayden van Andel to the sustainability team! He joins us as the new Sustainable Materials Management Coordinator and has hit the ground running. Staff his working on an additional material management fee analysis based on recommendations from community members.

Breck E-Ride - Staff met with the Drop Mobility team on February 17, 2023 to discuss implementation for this summer's E-bike share launch including pricing, marketing/logo, and system planning. The logo design was finalized, and Drop will begin work on developing the website. Drop is still developing the pricing model recommendation, that will include discounted membership options for locals. It was also decided to do the public launch of the system on Saturday, May 20th, in collaboration with the Town Clean Up Day event festivities, which caters to a local audience. A tent will be set up on the Riverwalk lawn with some demo bikes people can check out, along with some swag and free ride time codes to hand out.

Mayor's Challenge - There were 14 alternative commute entries submitted during the [Mayor's Challenge](#) February prize week, including a first-ever ski-commute submission. Five lucky winners were randomly selected to receive \$50 gift cards to various local restaurants/businesses. The winners were announced over the Town's social media channels on February 21, 2023.

In between prize weeks, Staff will also be providing additional on-the-spot rewards to people they see using alternative transportation to get around. There is still one more Mayors Challenge prize-weeks scheduled for this season:

- *Mar 13-19, 2023*

This memo was provided as an update to Council and no action is requested.



Housing Committee Notes

Date: February 14, 2023

Time: 10:30am – Noon

Location: Lower-Level Conference Room

Attendees: Dick Carleton, Todd Rankin, Rick Holman, Shannon Haynes, Mark Truckey, Laurie Best, Julia Puester, Melanie Leas and Corrie Burr

Wellington Resale – Rick Holman spoke to the Committee about a recent Wellington resale that has an additional high priced personal property agreement. Staff was provided the personal property agreement that included 3 items with a high price. Staff questioned the agreement as the price felt too high for the items listed. Staff will communicate with the homeowner that we do not agree with the price and feel it is a violation to the deed restriction and will not release the deed of trust or note if the agreement stands. There are other options: fines, excess money goes to the Town and covenant violation, but withholding the release of the deed of trust and note is our best option in a case like this. As precedent, there was another recent sale of a deed restricted home that included the water heater as a separately paid item and the Town had the seller pay back the funds for this as the water heater is part of the home and, therefore, included in the sale. The Towns process requires Buyers sign an affidavit at closing stating if they have purchased items outside of the sale and the price associated with the items. Our deed restrictions do not allow additional consideration to seller as inducement to select a buyer. The Committee will continue to discuss options to address over-inflated sales of personal items outside the sale of the property including the possibility of a mandatory lottery for deed restricted sales. We would like to find a way to thoughtfully protect the value / price while giving the owner the freedom to choose a buyer. Staff will reach out to APCA and Eagle County about lottery or ways to stop over-inflated outside sales of personal property.

Housing Fund Proforma Review

Staff reviewed the current Housing Fund Proforma with the Committee in full detail. The Finance team and the housing team have worked on a new proforma that encompasses the fine details of housing in a much easier format. The updated proforma includes all expenses associated with the 5-year Blueprint projects and programs extended out to 2030. The restricted funds (loans out) do have an impact on the fund. Dick asked if we can/should fund housing out of excise as a transfer instead of a loan, but Rick preferred the loan so the housing expenses are truly reflected in the fund. It was noted that the sales tax has been approved through 2046 so long term the fund is in good shape, but over the next 5-7 years all of the projects and programs are challenging. Staff is requesting a loan of approximately \$9.9 million in 2023. Additional loans may be required over the next few years. However, it should be noted that the current projections do not include any grant revenue and since that is likely, the year end fund balance may not require additional loans. The initial loan will be paid back by 2029. Every project and expense that we know about is accounted for in the Proforma and built out to 2030.

Stables Village Budget / UBSB

There is a proposal from UBSB to be given the ability to buy three of the Stables units in lieu of fees. This would be a significant savings to the project since UBSD would pay for the units and also waive the \$2million

fee. Rick was concerned since the intent is a 'for sale' neighborhood and UBSD would use these units to house their employees or make the units available to the Town or other community organizations. Rick supported the acquisition by UBSD if they would sell to their employees, however both Committee members were open to allowing UBSD to purchase and rent to employees, so we will discuss further with the Council.

2022 Year End Blueprint Report

Staff reviewed the status of programs and projects in 2022 with the Committee including total project costs and program updates (see attachment A) as they pertain to the 5-year Blueprint. The Blueprint includes all of the pipeline projects through 2030 as well as continuation of the Buy Downs and Housing Helps programs. Based on budget and resources and availability, the projections for Buy Downs and Housing Helps have been reduced from 64 a year down to 30 a year. Staff is projecting the addition of 1008-1033 deed restricted units by 2030 including projects, buy downs, and housing helps.

Summit Foundation / Non-Profits Policy for Master Leases

Summit Foundation met with Laurie Best along with SOS and Jack Wolfe to discuss the Town's support on Housing, specific to non-profit staff in Town rental projects. Would the Town support designating a % of the rentals to support non-profits (with master lease). Precedent with AV1 and Building Hope. It would need to be with properties the Town controls. The Committee felt there were questions to work through, but worth looking at and exploring; which non-profits, who do they serve, what is the criteria to get the units? Conceptually yes, worth exploring when we have a project that fits. The Town could have a policy that X% of the units are held for non-profit staff in the community.

Block 60 Project

Jonathan Jones has come to Housing with an investor and proposed apartments (8 units, studios, 500 sq foot). This would be considered through Housing Helps as a 30% for full deed restriction. This doesn't pencil due to TDRs. How can we incentivize the private sector to build workforce housing with the increase in TDR fees? TC has stated they will provide TDRs for deed restricted housing. The Committee will discuss at a further date, not feasible today.

TOWN OF BRECKENRIDGE
WORKFORCE HOUSING BLUEPRINT
2022 YEAR END REPORT
AND PROJECTIONS THRU 2030

February 10, 2023-Laurie Best

TOWN OF BRECKENRIDGE

2022-Overview of Projects-new construction

Alta Verde: 80 LIHTC apartments 30% AMI-100% AMI (\$589mo-\$1,633mo)-132 bedrooms

Project Cost: \$32,337,000
Certificate of Occupancy: November 15, 2022
Town \$ Contribution: \$3,750,000 water/LOMAR/roads and utilities
\$4,000,000 loan
\$960,000 CBDG loan-reimbursed by CDBG
\$1,300,000 DOLA loan-reimbursed 50% by DOLA
Completion/Status: Currently leasing up-unit available

Alta Verde 2: 172 apartments 80%-over 100%-301 bedrooms

Project Cost: \$74,260,517
Building Permit: July 5, 2022
Town \$ Contribution: \$6,000,000 loan
\$3,227,056 off site infrastructure, water, and net zero contribution
Completion/Status: available 2025

Block 11 Apartments-27 one bedroom apartments

Project Cost: \$12,386,000 plus water (Town owns building)
TCO issued: Building 20-January 20, 2022 (all 9 units occupied)
Completion/Status: Buildings 40 end of February/Building 60 mid-March
(waiting for net zero/heat system commission)

Justice Center-54 apartments (modular)-61 bedrooms

Project Cost: \$22,635,409 plus water
Financing: \$19,500,000 COP and \$2,500,000 DOLA grant
TOB Development Permit: Approved
Site/Box Permit: To be issued through Summit County and State-Spring
Site work April/May: April/May 2023
Fabrication of Boxes: May/June 2023
Completion/Status: Dec 2023

Loge- 38 single occupancy units (split with County)

Acquired: \$6,000,000 – September 14, 2022
Status: repairs completed and occupied November 19, 2022 (full)
annex, install public water/sewer-2023/24 and possible future
redevelopment

Stables- 61 for sale units (2, 3, 4 bedroom at 80-140%AMI)

RFP: June 2022
Status: Masterplan in process for entitlements
Contract in process
Site work tentative summer/vertical tentative fall

Block 11 Neighborhood-75-100 homes-planning 2023/site work 2024/vertical 2025-27

Overview of Programs-Deed Restriction Acquisitions

Housing Helps (50 funded through Dec 2022)

2019: 17 applications received 6 funded (5 split with County)

2020: 34 applications received 13 funded (13 split with County)

2021: 43 applications received 10 funded (8 split with County)

2022: 66 applications received 21 funded-48 bedrooms (11 purchases/10 current owners)

12 split with County

Average cost-\$171K unit/\$74K per bedroom

Average cost to Town-\$129K unit/\$57K per bedroom

Median cost to Town-\$104 unit/\$52K per bedroom

Buy Downs (41 acquired since 2020-plus 4 acquired previously)

45 acquired 2019-sold 9

 2020-sold 1

 2021-sold 6

 2022-sold 10

 2023-sold 1

 2023-under contract 4

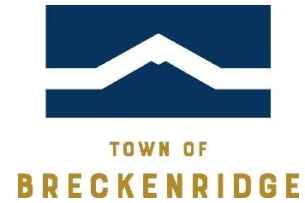
31 sold/under contract

14 available 3 listed for sale/11 occupied by Town employees (note this is subject to change daily)

 all to be sold in 2023 with marketing heavy once employees are moved to Block 11 apartments (Feb, March, April)

Compliance/Monitoring-will be a separate report

PIPELINE-DEED RESTRICTED UNITS (updated January 2023-RED)								
Projects (New)	Original Blueprint 2022-26	Update 2022-30	22	23	24	25	26	27-30
Alta Verde 1	80	80		80				
Alta Verde 2	175	172				172		
B-11 Apts	27	27		27				
Justice Center	54	54		54				
Stables	50-75	61		20	41			
Block 11 was 2025/2026	75-100	75-100					25-30	50-70
Public Works was 2026	50	50						50
Berlin Placer	21	21			21			
Stan Miller Ph1	22	22				22		
Stan Miller Ph2-units not included 2022-26		83						83
Sub-total-new construction	554-604	645-670						
Preservation								
Policy 24 goal was 10/year	50	45	5	5	5	5	5	20
HH goal was 40/year	200	181	21	20	20	20	20	80
Buy Downs goal was 24/year	120	97	17	10	10	10	10	40
Wayside LOGE		38	38					
McAdoo		2	2					
Sub-total	370	363						
TOTAL New Inventory	924-974	1008-1033						
Other miscellaneous:								
Gold King Annexation	24							
Beaver Run Addition	20							
Blk 60-WM								



Memo

To: Breckenridge Town Council Members
From: Rick Holman, Town Manager
Date: 2/22/2023
Subject: Committee Reports

- Summit Stage Advisory Board Minutes Attached
- Recreation Advisory Committee Minutes Attached

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	Included
Police Advisory Committee	Chief Jim Baird	No Meeting/Report
Recreation Advisory Committee	Scott Reid/ Molly Boyd	Included
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	No Meeting/Report
Breckenridge Social Equity Advisory Commission	Shannon Haynes	No Meeting/Report
Communications	Brooke Attebery	No Meeting/Report

***Note:** Reports provided by the Mayor and Council Members are listed in the Council agenda.

The Recreation Advisory Committee held its quarterly meeting 5:30-7:00pm in the Quandary Peak Conference Room at the Recreation Center.

Committee members present: Judy Farrell, Marty Ferris, Javier Gaspar, and Amy Perchick. Staff present: Scott Reid and Molly Boyd

Scott updated the committee on the following:

Great internal promotions and movement within the Recreation Department. New org added Assistant Director – Programs and reorganized to have a Recreation/Tennis Manager and an Ice Manager.

- 1) Rec Staffing updates and organizational changes
 - a) Jon Dorr Assistant Rec Director – Programs (internal)
 - b) Dennis VanderSchaaff – Ice Manager (internal)
 - c) Patt Reyes – Rec Manager (internal)
 - d) Molly Boyd – Admin Manager (external - return ToB employee)
 - e) Programs Manager – Terrin Abell (internal)
 - i) Outdoor Coordinator – Jane Horton (internal)
 - ii) Sports & Special Events Coordinator – Nick Wilson (internal)
 - iii) Rec Guest Service Coordinator – Tyler Oeschger (internal)
 - iv) Aquatics Facility Operator – Michael Kinney (internal)
 - v) Aquatics Lead – Anna Winstead (internal)
 - vi) Ice Programs – Randy Gill (internal)
 - vii) Recreation Facility Operator – Jared Kouba – (external - return ToB employee)
 - viii) Rec GS Lead – Vacant – interview in progress
 - f) Staffing is looking very good, with the slight exception of Ice. Continue to recruit for Ice positions.
 - g) Employment opportunities for junior positions has been extremely successful.
- 2) Department Updates
 - a) Youth Programs
 - i) Summer Program Registration coming up.
 - (1) We prioritize local kids in our enrollment procedures.
 - ii) Snofest – new event on Saturday 2/11 – approximately 122 kids
 - iii) Halloween Fest – hunted house very successful.
 - iv) Mini Camps have been incredibly successful.
 - (1) Amy asked how the kids’ space is working.
 - (i) Great! Space is well designed and meets the needs of Youth Programs as well as state licensing requirements.
 - (ii) Youth Coordinator – Corbin Forest is doing a great job. He is awesome and energetic. The Youth Lead Cameron Guy is also amazing.
 - v) Added tumbling classes to programs on a very small scale.
 - b) Sports & Special Events
 - i) RaceBreck is the new logo/branding for all the race series.
 - (1) Growing – considering taking on the Imperial Challenge.
 - (2) Summer is going to be extremely busy with events.
 - ii) Our first Pickleball tournament last weekend raised money for Smart Bellies. Raised \$10,000!
 - (1) Pickleball is in the Gymnasium only.
 - (i) Monday 9 am to noon (one net)

- (ii) Tuesday, Wed, Thursday 11am to 3pm.
 - (iii) Generally happy, always seek more time/space due to increasing demand.
 - c) Outdoor Programs
 - i) Hope to hire 3 interns for the summer.
 - d) Fitness
 - i) Added two new male fitness instructors.
 - ii) Added nutrition services.
 - (1) Feedback from Marty is that 24 people in Georgia Pass studio is too much. Likes that some of the classes have moved to the turf gym for more space.
 - (2) Judy and Marty's feedback – you sign up for fitness classes, but there seems to be no limit in some classes and can impact the patron experience.
 - iii) Turf Gym and Tank
 - (1) Priority use is for classes and youth programs. This policy can displace some individual users.
 - e) Ice
 - i) Huge demand for Ice time
 - (1) Summit Youth Hockey – is busy than ever.
 - (2) SYH planning to seek Council support for a “studio” ice sheet addition. In concept/design phase now.
 - ii) Strong enrollment in freestyle skating
 - iii) 36 teams in the adult leagues; Breck Betty's also has increased participation.
 - iv) Curling Leagues successful
 - v) Vipers are more popular than ever.
 - vi) Amy's feedback – people can still mess with the sound system.
 - vii) Scott will talk to Dennis about monitoring that area.
 - viii) Javier – Is there a way to lock up the sound system and people have to get a key from Front Desk?
 - f) Tennis
 - i) Hired Frances Altick at Tennis – typically hard to hire for tennis, like Ice – a specific skill set is required.
 - g) Nordic
 - i) This year conditions have been amazing.
 - ii) Added a groomer, recently broke a groomer. Waiting on parts to repair
 - iii) Lost the GCM Mechanic to a Front Range golf course – recruiting replacement now.
 - iv) Successful CHASSA Nordic race.
 - v) Team Summit and Summit Nordic Ski Club have merged.
 - vi) Good customer experience
 - vii) Revenues are up.
 - viii) Sleigh rides
 - (1) Losing the stables to a new workforce housing development.
 - (2) Rec is working on where to house the horses that support the sleigh rides
 - h) Golf
 - i) Adding a Golf simulator year round
 - ii) Patrick still overseeing Nordic and Golf
 - i) OST – purchased their own office space on Airport Road
- 3) **Scott updated committees on our current 2023 summer Projects:**
 - a) Aquatics Capital Project/Pool Leisure Remodel

- i) Option 3: Swim lessons area, family hot tub and play structure.
 - ii) Signed contract with Progressive Aquatics. Have been on site with their design team.
 - iii) Renovations start at the beginning of August 7th. 6 month renovation time frame. Patrons will have access to Silverthorne pool for the duration.
 - iv) Trying to keep lap lanes open as much as possible.
 - v) Indoor hot tub will go away. There will be shower in that area where the indoor hot tub is now.
 - (1) Amy - Suggestion of doing a fund raiser with the "Summit Plummit" slide going away.
 - b) The Tennis division will be resurfacing the clay courts in 2023.
 - i) Having trouble sourcing the aggregate.
 - ii) Renner is going to do tennis and outside basketball court.
- 4) **Feedback & Comments from Committee Members**
- a) Amy – recommends a newsletter for each rec division and passes that cross over various Rec Facilities/Divisions.
 - b) Ice Show has sold out for several years. Can we do more shows?
 - c) Can we bring back the Coffee cart in the Rec Center? Coffee machine?
 - d) Sell personal training passes, but don't sell ice personal training passes.
 - i) We used to, lost money.
 - ii) 5 or 10 pack with a specific coach – structured differently?
 - e) Would the Rec Center work with Special Olympics?
 - i) Grant application is in August.

The committee adjourned at 6:40 pm.

Summit Stage
February 22, 2023
Transit Board Meeting

Operations:

- Have 45 full time drivers, 2 in training, 4 in hiring process
- Need 55 drivers to return to half hour service across all routes
- Recently put larger 30' buses on Blue River and Park County Commuter routes due to increased demand noted below
- As winter service shifts to summer service, considerations will be made on the ability to bring some routes back to half-hour service

Ridership:

- Total January 2023 fixed-route ridership was 183,536, an 8.1% increase from January 2022 of 169,816
- Ridership changes by Route **January 2022** vs. **January 2023:**

Route	% Difference (Gain / Loss)
Breckenridge - Frisco	9.7%
Frisco - Silverthorne	.5%
Copper - Frisco	30.6%
Keystone/Dillon/Silverthorne	.4%
SMF Breck - Keystone	4.8%
SMF Keystone - ABasin	-22.8%
Boreas Pass Loop	3.2%
Free Ride Purple Contract	-16.5%
Silverthorne Loop	26.2%
Wilderness Loop	25.5%
Blue River Commuter	275.9%
Lake County Commuter	39.6%
Park County Commuter	149.4%

Comparisons are for hourly service in both 2022 and 2023

Tax Receipts:

- 2023 Mass Transit Tax Budget at \$15.6m
- \$25.1m Estimated ending fund balance



TOWN OF
BRECKENRIDGE

December 31, 2022

Department of Finance



Executive Summary

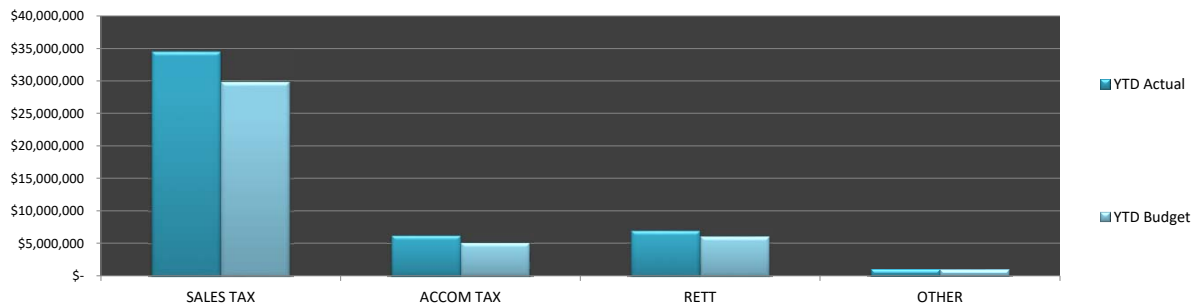
December 31, 2022

This report covers the 12 months of 2022. December is largely reflective of 2022 tax collections

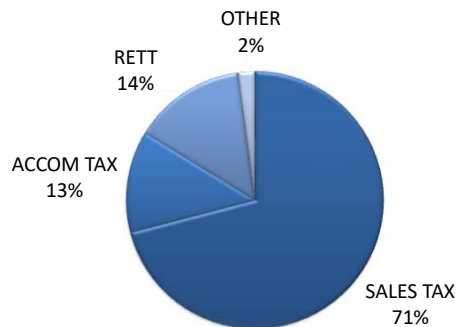
Overall, we are approximately \$7M over 2022 budgeted revenues in the Excise fund. Sales tax is currently \$4.6M over 2022 budget, and \$4.8M ahead of 2021. Accommodations tax is \$1.1M over budget, and \$.3M ahead from last year. Real Estate Transfer Tax is \$.8M above budget, and \$4.1M behind prior year.

See the Tax Basics section of these financial reports for more detail on the sales, accommodations, and real estate transfer taxes.

2022 Excise Actual vs. Budget - by Source



Actual Revenues - Excise



	2022 Actual	2022 Budget	% of Budget	Variance	2021 Actual	Variance
SALES TAX	\$ 34,470,250	\$ 29,805,800	116%	\$ 4,664,450	\$ 29,624,292	\$ 4,845,958
ACCOMMODATIONS TAX	6,224,551	5,118,200	122%	1,106,351	5,916,325	308,226
REAL ESTATE TRANSFER	6,872,481	6,000,000	115%	872,481	11,038,657	(4,166,177)
OTHER*	1,028,755	972,065	106%	56,690	818,191	210,564
TOTAL	\$ 48,596,036	\$ 41,896,065	116%	\$ 6,699,971	\$ 47,397,466	\$ 1,198,570

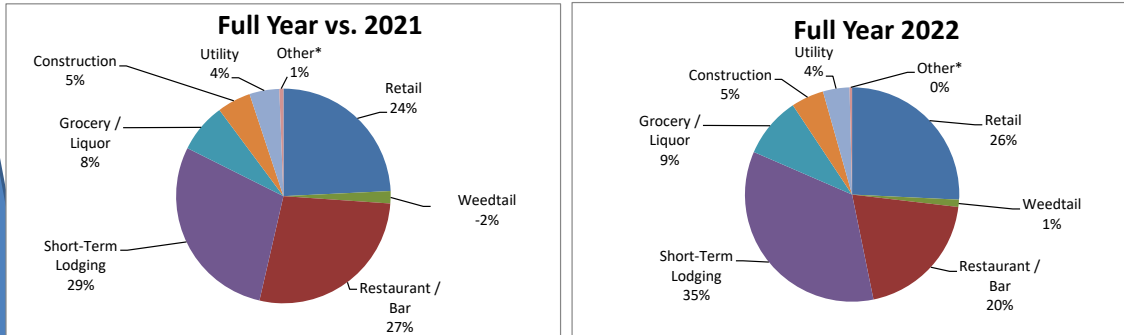
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics: December 2022

Net Taxable Sales by Industry-Full Year

Description	Full Year 2019	Full Year 2020	Full Year 2021	2021		2021/2022		2022
				% of Total	Full Year 2022	\$ Change	% Change	% of Total
Retail	\$168,529,084	\$161,528,539	\$215,833,559	25.83%	\$239,982,824	\$24,149,265	11.19%	25.77%
Weedtail	\$10,254,704	\$11,582,448	\$12,148,814	1.45%	\$10,322,606	(\$1,826,207)	-15.03%	1.11%
Restaurant / Bar	\$149,403,100	\$113,192,431	\$158,320,897	18.95%	\$185,637,284	\$27,316,387	17.25%	19.93%
Short-Term Lodging	\$188,768,425	\$193,280,422	\$294,626,077	35.26%	\$323,260,950	\$28,634,873	9.72%	34.71%
Grocery / Liquor	\$71,649,842	\$71,505,483	\$78,123,650	9.35%	\$85,549,534	\$7,425,884	9.51%	9.19%
Construction	\$48,283,109	\$35,990,181	\$40,774,678	4.88%	\$45,844,558	\$5,069,881	12.43%	4.92%
Utility	\$28,328,508	\$32,512,250	\$32,706,682	3.91%	\$37,147,340	\$4,440,658	13.58%	3.99%
Other*	\$2,626,327	\$1,756,061	\$3,031,723	0.36%	\$3,654,878	\$623,155	20.55%	0.39%
Total	\$667,843,100	\$621,347,814	\$835,566,079	100.00%	\$931,399,974	\$95,833,895	11.47%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



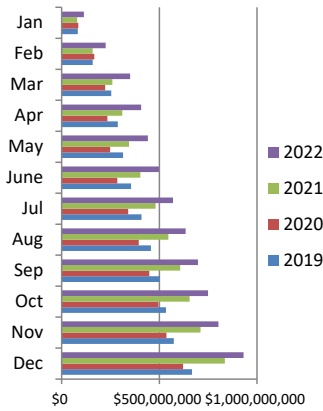
New Items of Note:

- 2022 net taxable sales exceed 2021 by 11.47%.
- For 2022, there were increases in Short Term Lodging (9.72%), increase in Restaurant/Bar (17.25%), Retail (11.19%), Grocery/Liquor (9.51%), Construction (12.43%), Utilities (13.58%) and Weedtail decline (-15.03%) compared to 2021.
- 2022 exceeds 2019 by 39.46%.

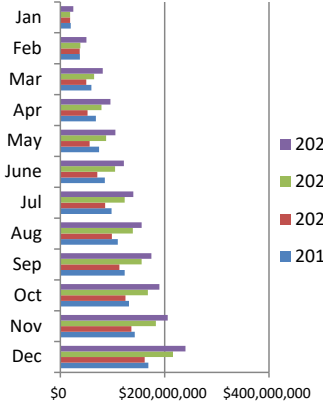
Historical Notes:

- Due to COVID-19, on March 16th, 2020 Town-Wide business closures/operating limitations went into effect. On November 22, 2020 indoor dining closed due to Summit County entering level red on the State COVID 19 dial dashboard on November 20th. Restaurants started reopening for indoor dining on December 18, 2020 through the five star certification program.
- By executive order, Town bag fees were waived for large grocers during the COVID-19 pandemic March 27, 2020 - September 9, 2020, and again November 19, 2020 - April 28, 2021.
- Short Term Lodging taxes are generally remitted based on reservation date.
- In 2014, a new category was added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation.
- A section on Disposable Bag Fees was added in 2014.
- A section on Short Term Rentals was added in 2018.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are included on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

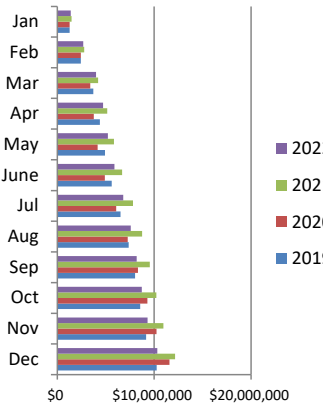
Net Taxable Sales by Sector-Town of Breckenridge Tax Base



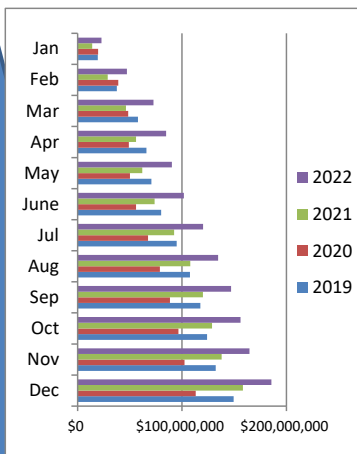
Total Net Taxable Sales						
	2019	2020	2021	2022	% change from PY	% change from '19
Jan	\$82,322,443	\$84,651,394	\$79,027,302	\$113,608,612	43.76%	38.00%
Feb	\$75,811,953	\$81,731,420	\$79,756,522	\$111,338,870	39.60%	46.86%
Mar	\$95,183,824	\$55,907,021	\$100,237,930	\$125,585,766	25.29%	31.94%
Apr	\$33,989,000	\$11,891,222	\$50,827,804	\$56,495,564	11.15%	66.22%
May	\$26,568,743	\$13,321,865	\$34,401,430	\$34,419,240	0.05%	29.55%
June	\$41,037,437	\$37,462,588	\$58,729,745	\$56,151,446	-4.39%	36.83%
Jul	\$53,771,241	\$55,894,765	\$77,769,054	\$72,754,373	-6.45%	35.30%
Aug	\$48,091,755	\$54,137,170	\$65,628,803	\$64,677,686	-1.45%	34.49%
Sep	\$44,889,082	\$53,792,830	\$60,882,595	\$62,916,637	3.34%	40.16%
Oct	\$32,300,192	\$46,512,472	\$48,306,167	\$51,348,112	6.30%	58.97%
Nov	\$39,932,842	\$41,165,916	\$55,263,944	\$53,645,587	-2.93%	34.34%
Dec	\$93,944,588	\$84,879,152	\$124,734,783	\$128,458,081	2.98%	36.74%
Total	\$667,843,100	\$621,347,814	\$835,566,079	\$931,399,974	11.47%	39.46%



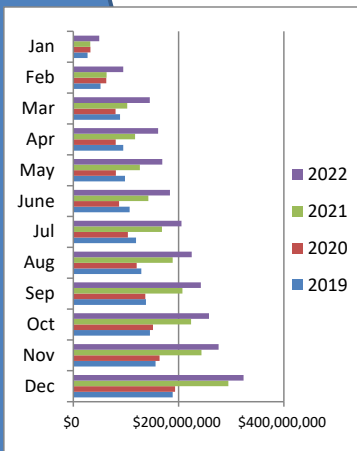
Retail						
	2019	2020	2021	2022	% change from PY	% change from '19
Jan	\$19,838,133	\$18,682,911	\$18,635,274	\$24,687,847	32.48%	24.45%
Feb	\$17,584,501	\$18,407,088	\$19,530,622	\$25,208,444	29.07%	43.36%
Mar	\$21,862,501	\$12,446,186	\$26,493,291	\$31,408,004	18.55%	43.66%
Apr	\$8,627,095	\$2,659,894	\$14,010,364	\$14,718,794	5.06%	70.61%
May	\$6,390,081	\$3,963,319	\$8,925,154	\$9,351,674	4.78%	46.35%
June	\$10,884,927	\$14,724,115	\$17,207,775	\$16,434,553	-4.49%	50.98%
Jul	\$12,872,629	\$14,796,473	\$18,335,939	\$17,964,314	-2.03%	39.55%
Aug	\$12,092,310	\$13,122,202	\$15,748,506	\$16,035,817	1.82%	32.61%
Sep	\$13,084,071	\$14,248,057	\$16,927,047	\$18,838,591	11.29%	43.98%
Oct	\$8,231,221	\$11,630,903	\$11,925,682	\$15,303,309	28.32%	85.92%
Nov	\$11,083,104	\$11,520,146	\$15,424,478	\$15,820,713	2.57%	42.75%
Dec	\$25,978,511	\$25,327,246	\$32,669,428	\$34,210,764	4.72%	31.69%
Total	\$168,529,084	\$161,528,539	\$215,833,559	\$239,982,824	11.19%	42.40%



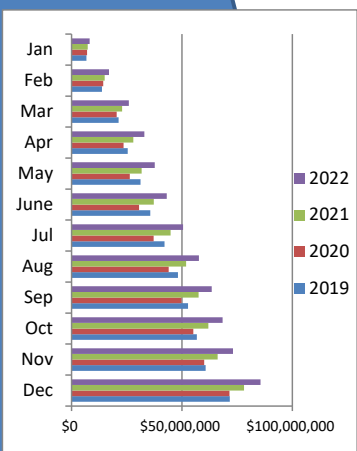
Weedtail						
	2019	2020	2021	2022	% change from PY	% change from '19
Jan	\$1,278,628	\$1,266,253	\$1,478,465	\$1,390,691	-5.94%	8.76%
Feb	\$1,143,834	\$1,155,097	\$1,294,638	\$1,290,570	-0.31%	12.83%
Mar	\$1,291,752	\$975,890	\$1,441,196	\$1,310,491	-9.07%	1.45%
Apr	\$682,583	\$371,068	\$942,276	\$732,968	-22.21%	7.38%
May	\$525,557	\$398,677	\$695,750	\$499,512	-28.21%	-4.96%
June	\$691,544	\$730,655	\$841,867	\$670,484	-20.36%	-3.05%
Jul	\$905,548	\$1,183,503	\$1,116,858	\$912,870	-18.26%	0.81%
Aug	\$845,682	\$1,189,922	\$936,140	\$777,363	-16.96%	-8.08%
Sep	\$658,693	\$1,058,643	\$802,336	\$611,456	-23.79%	-7.17%
Oct	\$536,078	\$961,909	\$665,889	\$529,983	-20.41%	-1.14%
Nov	\$605,820	\$946,348	\$737,780	\$581,583	-21.17%	-4.00%
Dec	\$1,088,987	\$1,344,482	\$1,195,620	\$1,014,636	-15.14%	-6.83%
Total	\$10,254,704	\$11,582,448	\$12,148,814	\$10,322,606	-15.03%	0.66%



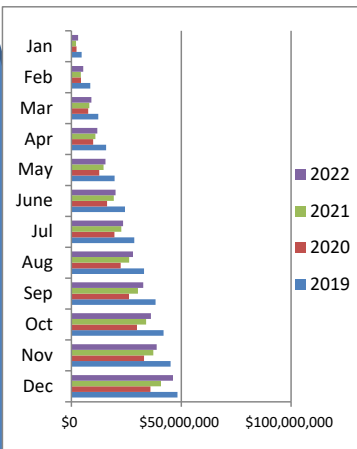
Restaurant / Bar						
	2019	2020	2021	2022	% change from PY	% change from '19
Jan	\$19,257,344	\$19,554,069	\$13,927,771	\$22,890,956	64.35%	18.87%
Feb	\$18,251,145	\$19,373,160	\$14,848,206	\$24,245,733	63.29%	32.84%
Mar	\$20,276,191	\$9,539,117	\$17,448,896	\$25,550,174	46.43%	26.01%
Apr	\$8,183,550	\$569,772	\$9,779,546	\$12,074,134	23.46%	47.54%
May	\$4,752,756	\$1,080,838	\$5,855,175	\$5,500,372	-6.06%	15.73%
Jun	\$9,334,516	\$5,757,644	\$11,939,566	\$11,550,668	-3.26%	23.74%
Jul	\$14,827,380	\$11,516,010	\$18,672,407	\$18,344,308	-1.76%	23.72%
Aug	\$12,693,004	\$11,328,814	\$15,402,713	\$14,461,637	-6.11%	13.93%
Sep	\$10,012,989	\$9,740,884	\$12,148,767	\$12,385,390	1.95%	23.69%
Oct	\$6,463,032	\$8,035,694	\$8,802,853	\$9,086,362	3.22%	40.59%
Nov	\$8,198,131	\$5,875,167	\$9,109,639	\$8,570,291	-5.92%	4.54%
Dec	\$17,153,063	\$10,821,262	\$20,385,358	\$20,977,260	2.90%	22.29%
Total	\$149,403,100	\$113,192,431	\$158,320,897	\$185,637,284	17.25%	24.25%



Short-Term Lodging						
	2019	2020	2021	2022	% change from PY	% change from '19
Jan	\$26,972,450	\$32,472,870	\$32,089,902	\$49,175,223	53.24%	82.32%
Feb	\$24,828,849	\$30,219,575	\$30,990,441	\$45,760,046	47.66%	84.30%
Mar	\$37,084,360	\$17,521,668	\$39,256,903	\$50,238,197	27.97%	35.47%
Apr	\$6,084,075	\$411,396	\$15,026,329	\$15,874,356	5.64%	160.92%
May	\$3,269,759	\$193,062	\$8,983,180	\$7,856,802	-12.54%	140.29%
Jun	\$8,616,999	\$6,255,691	\$16,171,040	\$14,634,733	-9.50%	69.84%
Jul	\$12,277,101	\$16,576,656	\$25,805,967	\$21,972,358	-14.86%	78.97%
Aug	\$10,003,552	\$16,660,637	\$20,489,851	\$19,422,204	-5.21%	94.15%
Sep	\$8,761,172	\$16,460,520	\$18,316,685	\$17,436,452	-4.81%	99.02%
Oct	\$7,656,277	\$14,549,116	\$16,463,389	\$15,458,508	-6.10%	101.91%
Nov	\$10,643,615	\$12,473,022	\$19,916,175	\$18,236,661	-8.43%	71.34%
Dec	\$32,570,216	\$29,486,210	\$51,116,216	\$47,195,412	-7.67%	44.90%
Total	\$188,768,425	\$193,280,422	\$294,626,077	\$323,260,950	9.72%	71.25%



Grocery / Liquor						
	2019	2020	2021	2022	% change from PY	% change from '19
Jan	\$6,728,312	\$6,999,424	\$7,287,839	\$8,170,578	12.11%	21.44%
Feb	\$6,986,584	\$7,348,579	\$7,698,418	\$8,753,193	13.70%	25.29%
Mar	\$7,555,406	\$6,076,156	\$7,875,044	\$9,019,659	14.53%	19.38%
Apr	\$4,143,198	\$3,106,559	\$5,116,542	\$6,998,996	36.79%	68.93%
May	\$5,770,430	\$2,826,463	\$3,756,571	\$4,696,309	25.02%	-18.61%
Jun	\$4,477,840	\$4,217,888	\$5,487,526	\$5,436,849	-0.92%	21.42%
Jul	\$6,441,916	\$6,538,290	\$7,596,984	\$7,431,072	-2.18%	15.35%
Aug	\$6,036,270	\$6,845,312	\$7,082,310	\$7,177,335	1.34%	18.90%
Sep	\$4,599,869	\$5,779,785	\$5,595,731	\$5,816,776	3.95%	26.46%
Oct	\$3,956,333	\$5,367,622	\$4,452,681	\$4,906,694	10.20%	24.02%
Nov	\$3,980,326	\$4,969,855	\$4,209,254	\$4,692,648	11.48%	17.90%
Dec	\$10,973,358	\$11,429,551	\$11,964,748	\$12,449,426	4.05%	13.45%
Total	\$71,649,842	\$71,505,483	\$78,123,650	\$85,549,534	9.51%	19.40%

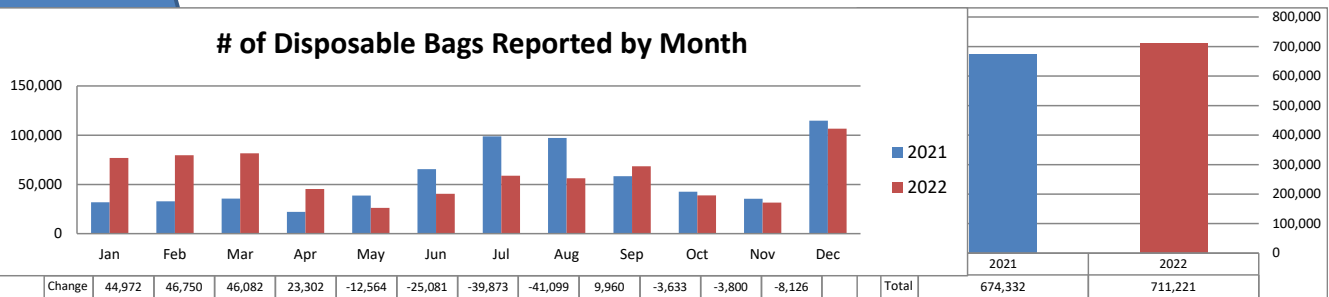


Construction						
	2019	2020	2021	2022	% change from PY	% change from '19
Jan	\$4,622,124	\$2,322,673	\$2,068,745	\$3,080,631	48.91%	-33.35%
Feb	\$3,928,370	\$2,026,803	\$2,195,750	\$2,329,985	6.11%	-40.69%
Mar	\$3,639,371	\$3,271,838	\$3,871,682	\$3,655,534	-5.58%	0.44%
Apr	\$3,600,032	\$2,300,346	\$2,801,202	\$2,689,995	-3.97%	-25.28%
May	\$3,855,082	\$2,761,828	\$3,686,232	\$3,753,221	1.82%	-2.64%
Jun	\$4,754,187	\$3,549,852	\$4,674,055	\$4,556,892	-2.51%	-4.15%
Jul	\$4,235,249	\$3,324,797	\$3,429,834	\$3,420,384	-0.28%	-19.24%
Aug	\$4,394,398	\$2,892,678	\$3,564,355	\$4,155,216	16.58%	-5.44%
Sep	\$5,281,990	\$3,741,825	\$4,018,919	\$4,661,868	16.00%	-11.74%
Oct	\$3,589,597	\$3,636,815	\$3,704,289	\$3,476,544	-6.15%	-3.15%
Nov	\$3,210,703	\$3,240,472	\$3,262,427	\$2,640,543	-19.06%	-17.76%
Dec	\$3,172,007	\$2,920,254	\$3,497,187	\$7,423,744	112.28%	134.04%
Total	\$48,283,109	\$35,990,181	\$40,774,678	\$45,844,558	12.43%	-5.05%

Disposable Bag Fees

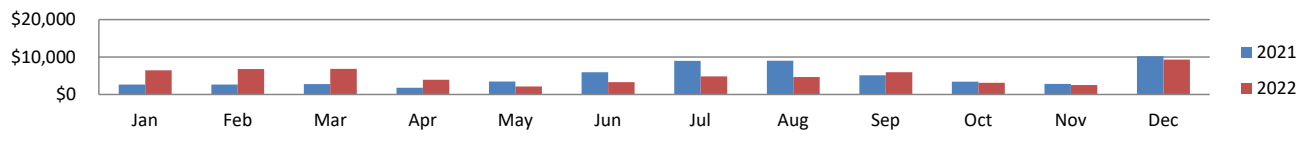
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town's sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags.

of Disposable Bags Reported by Month



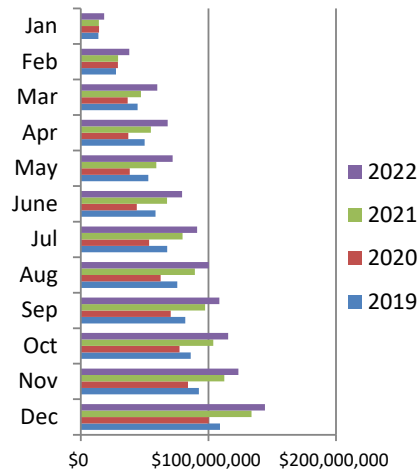
Bag Fees Remitted by Month

Net of Retained Percentage*

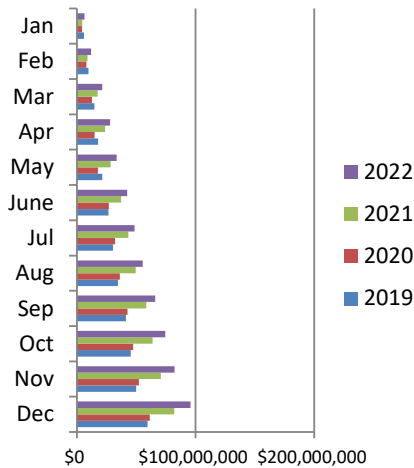


*Retailers are permitted to retain 50% of the fee (up to a maximum of \$1000/month through October 31, 2014; changing to a maximum of \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational information to customers; provide required signage; train staff; alter infrastructure; fee administration; develop/display informational signage; encourage the use of reusable bags or promote recycling of disposable bags; and improve infrastructure to increase disposable bag recycling.

The Tax Basics: Retail Sales Sector Analysis

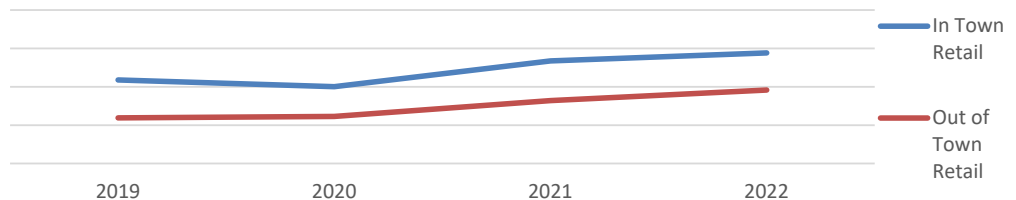


Retail: In-Town					
	2019	2020	2021	2022	% change from PY
Jan	\$13,874,223	\$14,370,276	\$14,184,347	\$18,348,762	29.36%
Feb	\$13,755,726	\$14,718,338	\$15,039,976	\$19,675,561	30.82%
Mar	\$16,905,640	\$7,672,509	\$17,968,090	\$21,933,024	22.07%
Apr	\$5,471,956	\$501,878	\$7,736,099	\$8,097,878	4.68%
May	\$2,941,690	\$1,184,259	\$4,231,386	\$3,882,312	-8.25%
Jun	\$5,600,801	\$5,535,634	\$8,404,400	\$7,492,442	-10.85%
Jul	\$9,136,287	\$9,538,295	\$12,238,779	\$11,698,682	-4.41%
Aug	\$7,911,724	\$9,099,564	\$9,575,276	\$9,213,759	-3.78%
Sep	\$6,331,984	\$7,810,222	\$7,994,838	\$8,249,434	3.18%
Oct	\$4,203,590	\$6,896,334	\$6,485,159	\$6,834,211	5.38%
Nov	\$6,421,375	\$6,654,146	\$8,629,524	\$8,034,586	-6.89%
Dec	\$16,458,003	\$16,148,250	\$21,244,252	\$20,771,850	-2.22%
Total	\$109,012,999	\$100,129,705	\$133,732,126	\$144,232,502	7.85%



Retail: Out-of-Town					
	2019	2020	2021	2022	% change from PY
Jan	\$5,961,807	\$4,312,634	\$4,450,927	\$6,339,085	42.42%
Feb	\$3,827,525	\$3,688,750	\$4,490,646	\$5,532,883	23.21%
Mar	\$4,955,611	\$4,773,677	\$8,525,202	\$9,474,980	11.14%
Apr	\$3,153,889	\$2,158,016	\$6,274,265	\$6,620,916	5.52%
May	\$3,448,391	\$2,779,060	\$4,693,767	\$5,469,361	16.52%
Jun	\$5,284,126	\$9,188,481	\$8,803,374	\$8,942,111	1.58%
Jul	\$3,736,342	\$5,258,178	\$6,097,160	\$6,265,632	2.76%
Aug	\$4,180,586	\$4,022,638	\$6,173,230	\$6,822,058	10.51%
Sep	\$6,752,087	\$6,437,835	\$8,932,209	\$10,589,157	18.55%
Oct	\$4,027,631	\$4,734,569	\$5,440,523	\$8,469,098	55.67%
Nov	\$4,661,729	\$4,866,001	\$6,794,954	\$7,786,128	14.59%
Dec	\$9,520,508	\$9,177,026	\$11,425,176	\$13,438,914	17.63%
Total	\$59,510,232	\$61,396,864	\$82,101,433	\$95,750,322	16.62%

Trending Retail Sales



New Items of Note:

- Starting in March 2019, the Finance Department has split the Retail sector into two categories, In-Town Retail sales and Out-of-Town Retail sales. In-Town Retail sales comprise businesses that are in Town limits, the sector had an overall increase of 7.85% in 2022 as compared to 2021. The Out-of-Town Retail Sales had an overall increase in sales of 16.62% for 2022 compared to 2021.

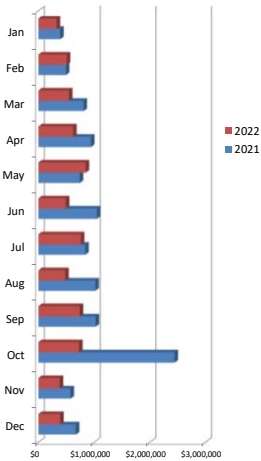
Real Estate Transfer Tax

New Items of Note:

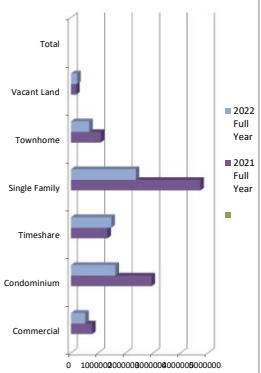
- 2022 is ahead of the budget by \$.8M and below the prior year by 4.1M.
- Single Family Home sales account for the majority of the sales (34.38%), with condominium sales in the second position of highest sales (23.61%) subject to the tax. Timeshare sales are higher by 11.16% and Single Family sales are lower by -49.91%. Townhome activity is representing 9.71% of the activity.
- 2022 churn was 42.37% below 2021 and 3.7% higher than November 2022.

Continuing Items of Note:

- 2022 Real Estate Transfer Tax budget is based upon the monthly distribution for 2020.



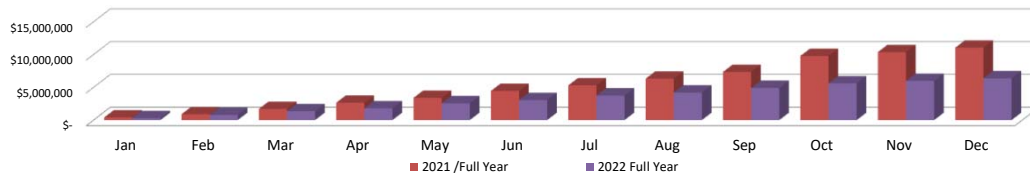
Total RETT								
	2019	2020	2021	2022	% change	2022 budget	+/- Budget	
Jan	\$536,802	\$439,913	\$394,201	\$328,719	-16.61%	\$336,750	-\$8,031	
Feb	\$441,411	\$494,762	\$493,987	\$512,843	3.82%	\$378,737	\$134,106	
Mar	\$454,470	\$437,025	\$813,726	\$551,693	-32.20%	\$334,539	\$217,154	
Apr	\$674,070	\$296,555	\$946,247	\$627,842	-33.65%	\$227,011	\$400,832	
May	\$781,528	\$158,327	\$743,447	\$851,657	14.56%	\$121,198	\$730,459	
Jun	\$480,111	\$330,564	\$1,052,494	\$495,925	-52.88%	\$253,044	\$242,881	
Jul	\$510,302	\$417,437	\$841,992	\$765,641	-9.07%	\$319,545	\$446,096	
Aug	\$784,245	\$1,032,915	\$1,024,008	\$484,573	-52.68%	\$790,689	-\$306,116	
Sep	\$684,950	\$1,478,414	\$1,027,878	\$742,908	-27.72%	\$1,131,715	-\$388,807	
Oct	\$561,093	\$1,051,151	\$2,446,257	\$732,723	-70.05%	\$804,648	-\$71,925	
Nov	\$604,298	\$939,818	\$579,469	\$384,336	-33.67%	\$719,424	-\$335,087	
Dec	\$653,338	\$761,211	\$674,950	\$393,620	-41.68%	\$582,701	-\$189,081	
Total	\$7,166,618	\$7,838,092	\$11,038,657	\$6,872,481	-37.74%	\$6,000,000	\$872,481	



by Category					
Description	2021 Full Year	2022 Full Year	\$ change	% change	% of Total
Commercial	\$ 770,715	\$ 520,902	\$ (249,813)	-32.41%	7.58%
Condominium	\$ 2,937,823	\$ 1,622,324	\$ (1,315,499)	-44.78%	23.61%
Timeshare	\$ 1,328,086	\$ 1,476,285	\$ 148,199	11.16%	21.48%
Single Family	\$ 4,717,373	\$ 2,362,788	\$ (2,354,585)	-49.91%	34.38%
Townhome	\$ 1,085,693	\$ 667,080	\$ (418,613)	-38.56%	9.71%
Vacant Land	\$ 189,468	\$ 223,114	\$ 33,646	17.76%	3.25%
Total	\$ 11,029,157	\$ 6,872,494	\$ (4,156,664)	-37.69%	100.00%

(\$13)

YTD Churn Analysis

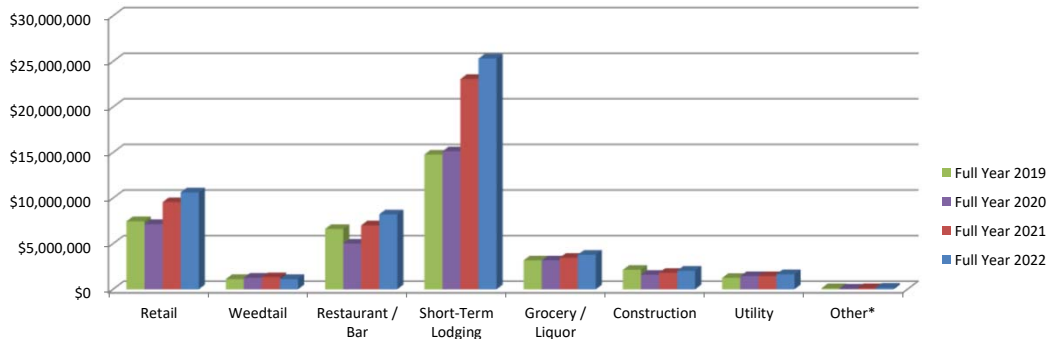
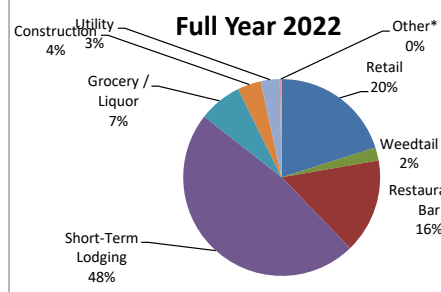
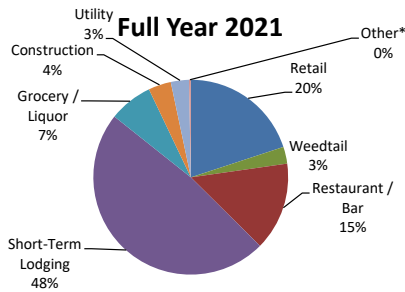


TAXES DUE - SALES, ACCOMMODATIONS, AND MARIJUANA TAXES

Tax Due by Industry-Full Year

Description	Full Year 2019	Full Year 2020	Full Year 2021	2021		2021/2022		2022	
				% of Total	Full Year 2022	\$ Change	% Change	% of Total	
Retail	\$7,465,838	\$7,155,714	\$9,561,427	19.99%	\$10,631,239	\$1,069,812	11.19%	20.09%	
Weedtail	\$1,120,839	\$1,265,962	\$1,327,865	2.78%	\$1,128,261	(\$199,604)	-15.03%	2.13%	
Restaurant / Bar	\$6,618,557	\$5,014,425	\$7,013,616	14.67%	\$8,223,732	\$1,210,116	17.25%	15.54%	
Short-Term Lodging	\$14,780,568	\$15,133,857	\$23,069,222	48.24%	\$25,311,332	\$2,242,111	9.72%	47.83%	
Grocery / Liquor	\$3,174,088	\$3,167,693	\$3,460,878	7.24%	\$3,789,844	\$328,967	9.51%	7.16%	
Construction	\$2,138,942	\$1,594,365	\$1,806,318	3.78%	\$2,030,914	\$224,596	12.43%	3.84%	
Utility	\$1,254,953	\$1,440,293	\$1,448,906	3.03%	\$1,645,627	\$196,721	13.58%	3.11%	
Other*	\$116,346	\$77,793	\$134,305	0.28%	\$161,911	\$27,606	20.55%	0.31%	
Total	\$36,670,132	\$34,850,102	\$47,822,537	100.00%	\$52,922,861	\$5,100,324	10.67%	100.00%	

* Other includes activities in Automobiles and Undefined Sales.



Items of Note:

- The general sales tax rate includes the 2.5% Town sales tax + 1.93% County sales tax distributed to the Town.
- The Short -Term Lodging sector includes an additional 3.4% accommodation tax.
- Weedtail includes an additional 5% marijuana tax (recreational and medical). The 1.5% distribution from the State is also included in this category. While the State distribution is only due on recreational sales, the majority of weedtail sales are recreational and the distribution has been applied to the entire sector.
- Report assumptions include: applying tax specific to a sector to the entire sector, as well as assuming the same tax base across the State, County, and Town taxes due. As a result, the numbers indicated above are a rough picture of taxes due to the Town and not an exact representation. Additionally, the data is representative of taxes due to the Town and not necessarily taxes collected year to date.

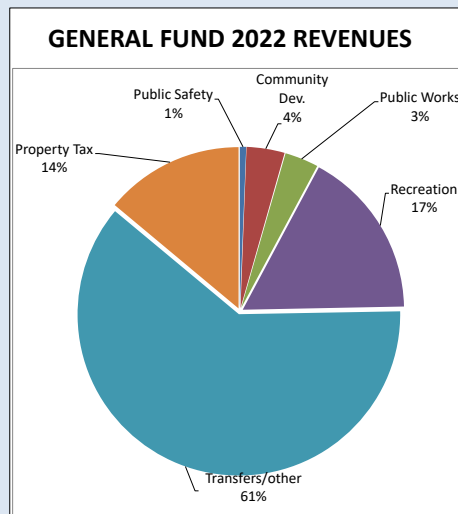
General Fund Revenues Summary

December 31, 2022

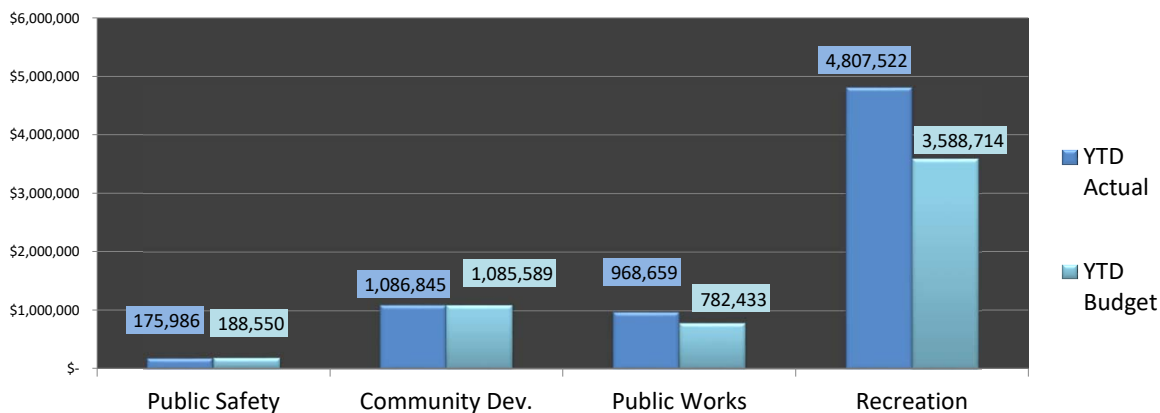
These next two pages report on 2022 financials for the General Fund. This area contains most "Government Services," such as public works, police, community development, planning, recreation, facilities, and administrative functions.

General Fund Revenue: At the end of December, the Town's General Fund was 8.72% ahead of the 2022 budget (\$30.1M actual vs. \$27.7M budgeted) mostly due to Recreation revenues and ARPA funding.

Program variances are noted below.



Gen. Fund Revenue Act vs. Bud - by Program



General Fund Expenditures Summary

December 31, 2022

The General Fund as of December 31 2022 was 1.2% above budgeted expense (\$30.1M actual vs. \$28.7M budgeted). The below graphs represent the cost of providing the services contained in this fund (Public Safety, Recreation, Public Works, Community Development, and Administration).

Variance Explanations:

The main factor of the overage from budgeted expenses is the purchase of Land Acquisition of \$1.1M of the McAdoo building.

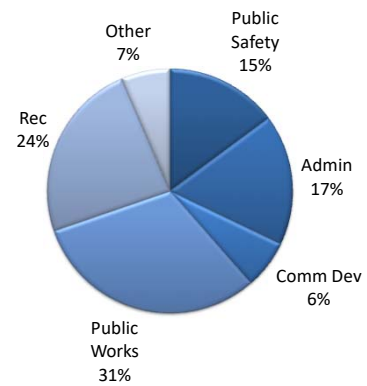
Recreation expenses are higher which goes along with the higher revenues.

Community Development is mostly lower due to lower wages.

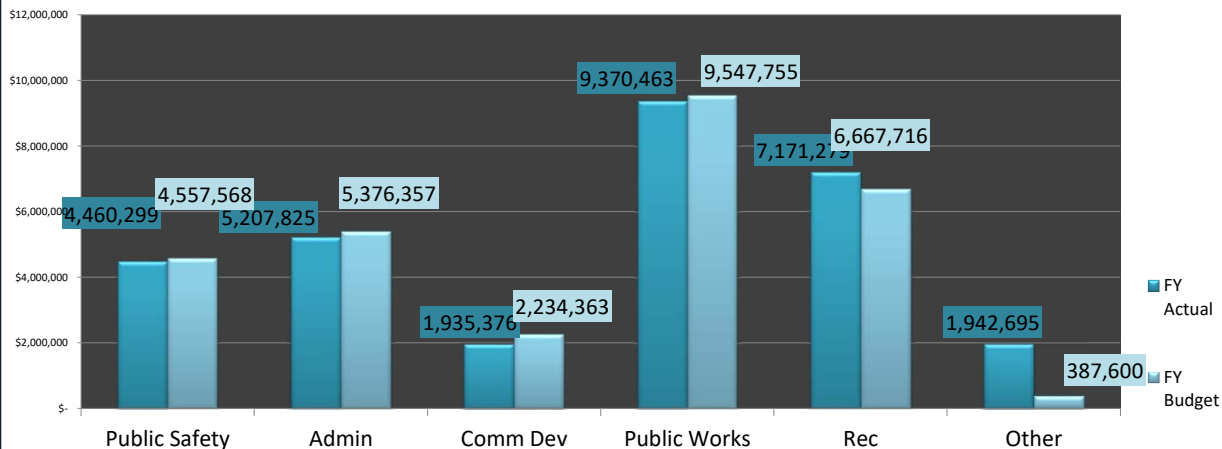
Public Works is below budget due to timing of Building Improvements and Other Contracted Services.

It is important to consider the timing of expenses as well as the monthly distribution that budget is based upon.

FY Actual Expenses



Gen. Fund FY Expenditures Act. vs. Bud. - by Program



ALL FUNDS REPORT

December 31, 2022

The Full year breakdown of the revenue/expenses variances is as follows:

Governmental Funds:

General Fund:

- Revenue:
 - Over budget by \$2.4M .Please see General Fund Revenue page for more detail.
- Expense:
 - Over budget by \$1.3M.Please see General Fund Revenue page for more detail.

Excise Fund:

- Revenue:
 - Over budget by \$8.7M - see Executive Summary or Tax Basics for more information.

Special Revenue:

- Revenue:
 - Special Revenue is above budget by \$11.9M. Sales tax is \$2.2M over budget in Marketing, Housing, and Open Space Funds, consistent with increases to Excise Fund and the \$9.7M is driven by the 2022 regulatory fee. This will be due timing of the payment of fees.
- Expense:
 - Affordable Housing expenditures were \$7.7M over budget due to buy down unit expenditures and capital projects.

Capital Fund:

- Revenue:
 - The Combined Statement does not include transfers (approx \$20.1M).
- Expense:
 - Capital Fund expenditures were \$24M under budget due to Affordable Housing projects which did not occur in 2022.

Enterprise Funds:

Utility:

- Revenue:
 - Utility Fund revenue is \$4.1M under budget due to timing of completion for the Tarn Dam project.
- Expense:
 - Utility Fund expenditures are \$4.5M under 2022 budget due to timing of Tarn Dam project related expenses excluding depreciation.

Internal Service Funds:

- Revenue:
 - Internal Service Fund Revenue is \$2.1M under budget due to delay in Federal Grants for E-buses. Health benefits is \$1.9M favorable due to increased stop/loss coverage payments.
- Expense:
 - Internal Service Fund expenditures are \$3.2M favorable in garage due to delay of E-bus purchases. Health Benefits is \$1M unfavorable due to increased UMR payments over budget.

Fund Descriptions:

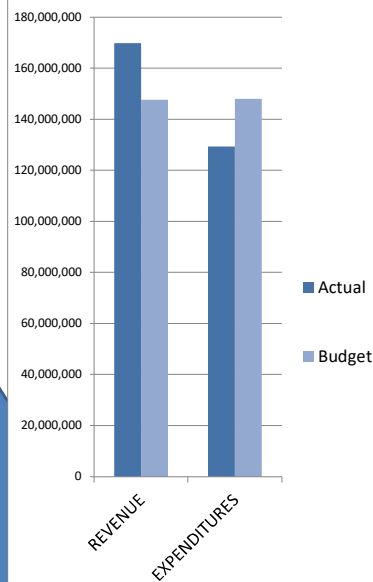
General Governmental - General, Excise, Capital, Special Projects, Child Care, Marijuana, and Parking and Transportation

Special Revenue Funds - Marketing, Affordable Housing, Open Space, Accommodation Unit Compliance and Conservation Trust

Enterprise Funds: Golf, Utility, Cemetery

Internal Service Funds - Garage, Information Technology (IT), and Facilities

YTD Actual Revenues and Expenditures vs. Budget
TOWN WIDE



Combined Statement of Revenues and Expenditures

REVENUE	FY Actual	FY Budget*	% of FY Bud.
General Governmental			
1 Gen/Excise/MMJ/Child Cr/Spec Prj/P&T	\$ 77,645,034	\$ 63,894,118	122%
2 Special Revenue	48,408,386	36,438,232	133%
3 Internal Service	12,955,851	13,896,539	93%
4 Subtotal General Governmental	\$ 139,009,271	\$ 114,228,888	122%
5 Capital Projects	1,409,867	206,000	684%
Enterprise Funds			
6 Utility Fund*	25,284,111	29,886,103	85%
7 Golf*	4,051,148	3,222,571	126%
8 Cemetery	42,197	16,405	257%
9 Subtotal Enterprise Funds	\$ 29,377,456	\$ 33,125,079	89%
10 TOTAL REVENUE	169,796,594	147,559,967	115%
11 Internal Transfers	52,865,122	81,453,779	65%
12 TOTAL REVENUE incl. x-fers	\$ 222,661,716	\$ 229,013,746	97%
EXPENDITURES			
	FY Actual	FY Budget	% of Bud.
General Governmental			
1 Gen/Excise/MMJ/Child Cr/Spec Prj/P&T	\$ 53,843,944	\$ 44,926,378	120%
2 Special Revenue	26,288,391	14,292,723	184%
3 Internal Service	8,669,501	12,933,419	67%
4 Subtotal General Governmental	\$ 88,801,836	\$ 72,152,520	123%
5 Capital Projects	25,316,271	49,265,000	51%
Enterprise Funds			
6 Utility Fund*	10,427,633	22,020,652	47%
7 Golf*	4,661,881	4,575,220	102%
8 Cemetery	19,498	18,500	105%
9 Subtotal Enterprise Funds	\$ 15,109,012	\$ 26,614,372	57%
10 TOTAL EXPENDITURES	129,227,118	148,031,892	87%
11 Internal Transfers	46,389,853	75,413,779	62%
12 TOTAL EXPENDITURES incl. x-fers	\$ 175,616,971	\$ 223,445,671	79%
13 TOTAL REVENUE less EXPEND.	\$ 47,044,744	\$ 5,568,075	N/A

General Governmental Funds - General, Excise, Special Projects, Marijuana, Child Care, Marijuana and Parking and Transportation

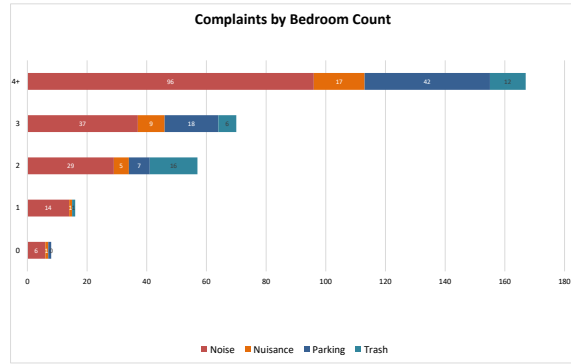
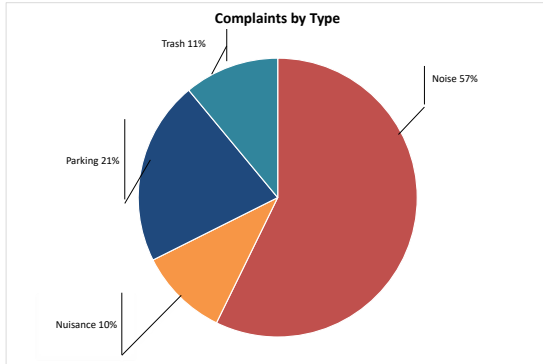
Special Revenue Funds - Marketing, Affordable Housing, Open Space, Conservation Trust, and Accommodation Unit Compliance.

Internal Service Funds - Garage*, Information Technology (IT), Facilities*, and Health Benefits

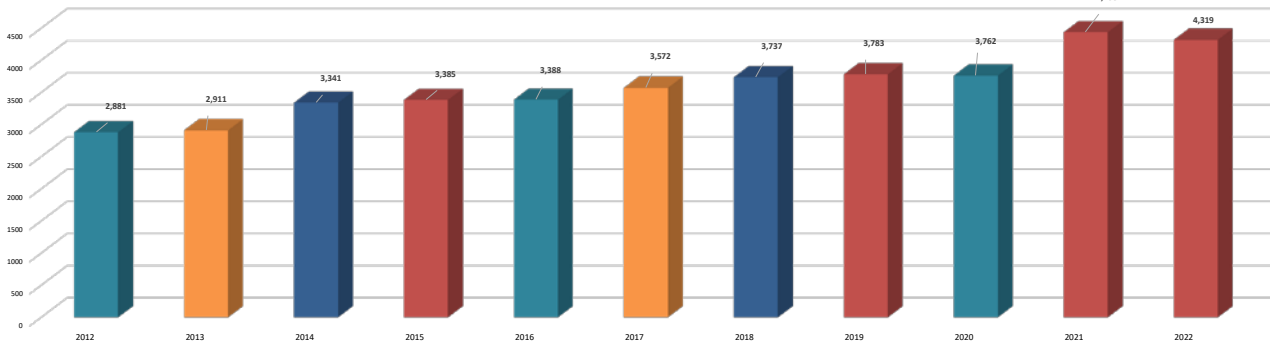
*Includes depreciation

The Short Term Rental Basics												
Complaints Made by Type												
Complaint Type	2021				2022				2023		Total Calls 01/2021-01/2023	Percentage
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	JANUARY			
Noise	35	15	28	15	39	15	20	5	10	182	57%	
Nuisance	11	2	4	2	4	2	3	4	1	33	10%	
Parking	5	3	9	5	24	4	10	6	2	68	21%	
Trash	5	0	4	7	7	4	3	3	2	35	11%	
Total	56	20	45	29	74	25	36	18	15	318	100%	

* "Nuisance" includes complaints not concerning Parking, Trash, or Noise.

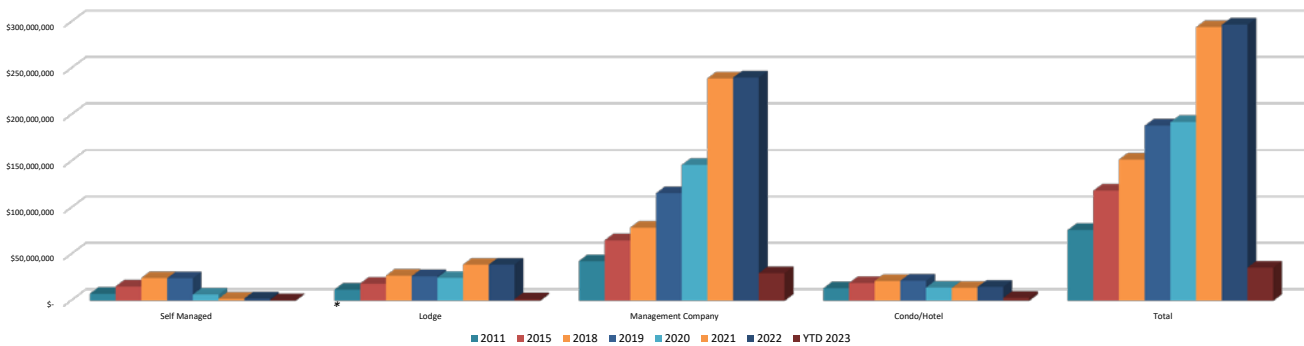


Number of Short Term Rental Licenses by Year



* In 2014, a change in licensing of timeshares changed causing a spike.

Taxable Sales by Management Type



Continuing Items of Note:

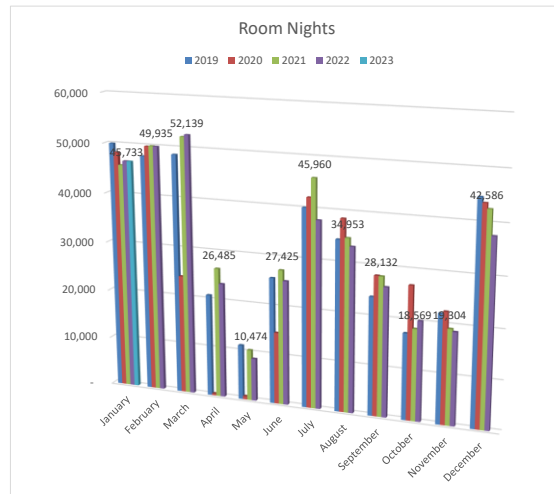
- Renewals for the 2023 STR were available from 11/15/2022 to 12/31/2022
- The regulatory fee for 2023 is \$756 per bedroom
- An ordinance defining 4 STR zones in town went into effect 09/27/2022
- New licensing software Munirevs was implemented and went live as of October 2021
- VRBO began collecting and remitting Breckenridge sales and accommodations tax for hosts on January 1, 2020.
- Airbnb began collecting and remitting Breckenridge sales and accommodations tax for hosts on October 1, 2019.
- Airbnb sales fall into all management categories.
- The number to lodge a complaint against a short term rental is 970-423-5334.
- This report will be provided to Town Council on a monthly basis.



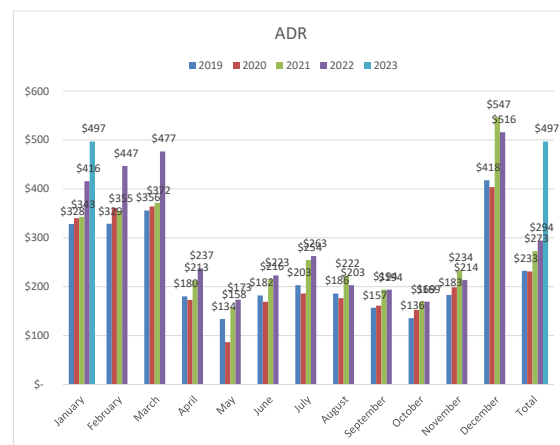
Breckenridge - Source DMX RAO

Occupied Room

Nights	DMX	DMX	DMX	DMX	Key Data
	2019	2020	2021	2022	
January	49,948	48,246	45,733	46,576	46,576
February	47,850	49,813	49,935	49,887	
March	48,554	24,202	52,139	52,571	
April	20,895	350	26,485	23,454	
May	11,274	637	10,474	8,763	
June	25,696	14,696	27,425	25,328	
July	40,131	42,162	45,960	37,893	
August	34,515	38,623	34,953	33,341	
September	23,973	28,205	28,132	26,125	
October	17,516	26,959	18,569	20,214	
November	22,132	22,574	19,304	18,795	
December	44,693	43,650	42,586	37,665	
Total	387,177	340,117	401,695	380,612	46,576



ADR	DMX	DMX	DMX	DMX	Key Data
	2019	2020	2021	2022	
January	\$ 328	\$ 340	\$ 343	\$ 416	\$ 497
February	\$ 329	\$ 361	\$ 355	\$ 447	
March	\$ 356	\$ 364	\$ 372	\$ 477	
April	\$ 180	\$ 173	\$ 213	\$ 237	
May	\$ 134	\$ 87	\$ 158	\$ 173	
June	\$ 182	\$ 169	\$ 216	\$ 223	
July	\$ 203	\$ 186	\$ 254	\$ 263	
August	\$ 186	\$ 177	\$ 222	\$ 203	
September	\$ 157	\$ 161	\$ 194	\$ 194	
October	\$ 136	\$ 152	\$ 169	\$ 169	
November	\$ 183	\$ 199	\$ 234	\$ 214	
December	\$ 418	\$ 404	\$ 547	\$ 516	
Total	\$ 233	\$ 231	\$ 273	\$ 294	\$ 497





TOWN OF
BRECKENRIDGE

**TOWN OF BRECKENRIDGE
LIQUOR & MARIJUANA
LICENSING AUTHORITY
ANNUAL REPORT
2022**

Authority Members:

Taryn Power, Chair
Leigh Girvin, Vice-Chair
Ace Conway
Ashley Zimmerman
Kelly Lovely
Turk Montepare, Alternate

LIQUOR LICENSING

Number of Liquor Applications acted upon: **186**

- New License/Public Hearing: 2
- Transfers of Ownership: 5
- Renewals: 107
- Temporary Modification of Premises: 8
- Permanent Modification of Premises: 5
- Change of Manager: 7
- Change of Trade Name: 0
- Change of Corporate Structure: 0
- Special Events Approved: 36
- Take Out/Delivery Permit Notifications: 16

Number of active liquor licenses: **116**

Number of liquor licenses denied: **0**

Public Hearings for New Liquor Licenses

Dog Haus Pub, Inc. d/b/a **Dog Haus Pub**
401 S Main St
Hotel & Restaurant license

Avalanche Liquors LLC d/b/a **Avalanche Market and Liquor**
1705 Airport Rd, Unit 3
Retail Liquor Store license

Transfer of Ownership Applications

La Francaise Dillon LLC d/b/a **La Francaise Bistro**
411 S Main St, Unit 4
Hotel & Restaurant license

Rooted Breckenridge LLC d/b/a **Radicato**
137 S Main St
Hotel & Restaurant license

Calling the Shotts LLC d/b/a **Luigi's Pizzeria**
411 S Main St, Unit 5
Hotel & Restaurant license

BD 550 Village LLC d/b/a **Doubletree Breckenridge**
550 Village Rd
Hotel & Restaurant license

Mount Golian Grill LLC d/b/a **Mount Golian Grill**
322A N Main St
Hotel & Restaurant license

Temporary Modifications to increase licensed area for events

- Existing liquor license holders can modify their premises by applying to temporarily expand their contiguous liquor license boundaries to hold a special event under their license, as liquor licenses/permits cannot overlap. The number used above is per application received, not the number of event dates listed.

Paisano's II LLC d/b/a **Sauce on the Maggie / Taddeos**
Project First Tracks, a Capital One X event
February 11, 2022
February 12, 2022
February 13, 2022
February 18, 2022
February 19, 2022
February 20, 2022
February 21, 2022

Paisano's II LLC d/b/a **Sauce on the Maggie / Taddeos**
Breckenridge Food & Wine Festival
July 29, 2022
July 30, 2022

Paisano's II LLC d/b/a **Sauce on the Maggie / Taddeos**
Breckenridge Hogfest Bacon and Bourbon
August 26, 2022
August 27, 2022

Paisano's II LLC d/b/a **Sauce on the Maggie / Taddeos**
Breckenridge Strings, Ciders & Sours Festival
September 16, 2022
September 17, 2022

Temporary Modifications to shrink licensed area for events

- Existing liquor license holders can modify their premises to allow a special event permit to use part of their licensed area, by applying to temporarily shrink their liquor license boundaries, as liquor licenses/permits cannot overlap.

Beaver Run Homeowners Association d/b/a **Beaver Run Resort**
Lifting certain areas from licensed premise boundaries for the *Breckenridge Summer Beer Festival*
July 8, 2022
July 9, 2022

Beaver Run Homeowners Association d/b/a **Beaver Run Resort**

Lifting certain areas from licensed premise boundaries for the *Breckenridge Wine Classic*

September 16, 2022

September 17, 2022

Special Event Liquor Permits

- Special event liquor permits are primarily issued to non-profit organizations who are registered with the Colorado Secretary of State. Other possible applicants include municipalities, philanthropic institutions, and political candidates. Entities can apply for up to 15 special event liquor event dates per year. They need to meet application and posting deadlines and can apply for multiple dates on the same application, for the same location.

Breckenridge Blue Goose Rugby Club

Valentine's Day Massacre

Kingdom Park – 880 Airport Rd

February 12, 2022; 8 am – 8 pm

Breckenridge Vipers Hockey Club

Vipers Hockey Game

Stephen C West Ice Arena – 0189 Boreas Pass Rd

March 13, 2022; 5:30 pm – 10:30 pm

Dwight Brill Fund

Dwight Brill Hockey Tournament

Stephen C West Ice Arena – 0189 Boreas Pass Rd

April 8, 2022; 4:30 pm – 10:30 pm

Summit Youth Hockey

Hockey Games

Stephen C West Ice Arena – 0189 Boreas Pass rd

April 9, 2022; 3 pm – 10:30 pm

The Summit Foundation

Rob Millisor Heart Health Walk

Carter Park – 300 S High St

June 11, 2022; 8:30 am – 1:30 pm

Summit Skating Inc

Spring Ice Show

Stephen C West Ice Arena – 0189 Boreas Pass Rd

May 14, 2022; 5 pm – 10 pm

Town of Breckenridge - Open Space

Chantilly Lace Up Your Boots

Popsicle Park – 600 Reiling Rd

July 23, 2022; 1 pm – 5 pm

Breckenridge Film

Bubbles Over Breckenridge Fundraiser

Carter Park – 300 S High St
June 5, 2022; 10:30 am – 1:30 pm

SOS Outreach

Summer Beer Festival

Beaver Run – 620 Village Rd
July 9, 2022; 11:45 am – 5:00 pm

Breckenridge Tourism Office

Oktoberfest

100-400 blocks of South Main St to Ridge St alley on Jefferson, Adams, Washington, Blue River Plaza, Barney Ford lawn, River Walkway & Riverwalk Lawn
September 23, 2022; 11 am – 8 pm
September 24, 2022; 9 am – 8 pm
September 25, 2022; 9 am – 8 pm

Town of Breckenridge - Recreation Department

Firecracker 50 Bike Race

Carter Park – 300 S High St
July 4, 2022; 6 am – 6:30 pm

Breckenridge Mountain Rotary Club

Breckenridge Wine Classic

Beaver Run – 620 Village Rd
September 16, 2022; 9 am – 11 pm
September 17, 2022; 9 am – 11 pm

Town of Breckenridge – Recreation Department

Summit Trail Running Series – Flumes/Tom's Baby

Gold Run Trailhead – 1283 Gold Run Rd
August 3, 2022; 2 pm – 9 pm

MT2030 Climate Solutions Summit

Apres C Mixer

Ridge Street Arts Square + parking lot – 127 S Ridge St
September 20, 2022; 11 am – 9 pm

Town of Breckenridge – Recreation Department

Summit Trail Running Series – Carter Park

Carter Park – 300 S High St
August 24, 2022; 4 pm – 9 pm

Town of Breckenridge – Recreation Department

Fall Classic

Carter Park – 300 S High St
September 10, 2022; 9:30 am – 4 pm

Breckenridge Elementary PTSA

Breck El 50th Birthday Party

Carter Park – 300 S High St

September 18, 2022; 2 pm – 9 pm

Summit Skating Club

Ice Skating Shows

Stephen C West Ice Arena – 0189 Boreas Pass Rd

December 10, 2022; 5 pm – 10 pm

May 13, 2023; 5 pm – 10 pm

Breckenridge Mountain Rotary Club

Ullr Fest Shotski

100-300 Blocks of South Main St

December 8, 2022; 12 pm – 4 pm

Breckenridge Vipers Hockey Club

Hockey Games

Stephen C West Ice Arena – 0189 Boreas Pass Rd

December 18, 2022; 5:00 pm – 11:00 pm

January 13, 2023; 5:00 pm – 11:00 pm

January 14, 2023; 5:00 pm – 11:00 pm

January 22, 2023; 5:00 pm – 11:00 pm

January 27, 2023; 5:00 pm – 11:00 pm

February 3, 2023; 5:00 pm – 11:00 pm

February 4, 2023; 5:00 pm – 11:00 pm

March 3, 2023; 5:00 pm – 11:00 pm

March 4, 2023; 5:00 pm - 11:00 pm

March 10, 2023; 5:00 pm – 11:00 pm

March 11, 2023; 5:00 pm - 11:00 pm

March 17, 2023; 5:00 pm - 11:00 pm

March 18, 2023; 5:00 pm - 11:00 pm

MARIJUANA LICENSING

Number of Marijuana Applications acted upon: 9

- Renewals: 9
- Modification of Premises: 0
- Change of Corporate Structure: 0

Number of active marijuana establishments: 4

Number of active marijuana licenses: 9

Number of marijuana licenses denied: 0

➤ Breakdown of license types:

- Retail Marijuana Store: 4
- Retail Marijuana Cultivation: 2
- Retail Marijuana Infused Products Manufacture: 1
- Medical Marijuana Store: 1
- Medical Marijuana Cultivation: 1

TOBACCO LICENSING

Number of Tobacco Applications acted upon: 7

Number of active tobacco licenses: 8

Number of tobacco licenses denied: 0

Other highlights, actions, or items to note during the past year:

There were no hearings held for violations for Liquor or Marijuana licensees in 2022.

Town Council passed Ordinance No. 13, Series 22 – an ordinance reorganizing and relocating alcoholic beverages and marijuana licensing regulations.

Town Council passed Ordinance No. 15, Series 22 – an ordinance authorizing the Town Clerk to administratively approve festival permits.

Town Council passed Ordinance No. 18, Series 22 – an ordinance amending Chapter 5, Title 2, of the Breckenridge Town Code, pertaining to the jurisdiction of the Liquor and Marijuana Licensing Authority – adding the applicable local administration for the Colorado Regulation of Tobacco Sales to the Liquor and Marijuana Licensing Authority’s purview.

When the Town of Breckenridge started licensing tobacco related businesses, 21 businesses were identified that sold tobacco and/or tobacco accessories. We initially lost quite a few due to licensing and tax requirements. We currently have eight (8) tobacco licenses, down from nine (9) in 2022.

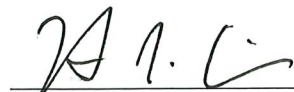
Submitted by:



Tara Olson, Deputy Town Clerk



Lisa A. G., Vice Chair
Town of Breckenridge Liquor & Marijuana
Licensing Authority



Helen Cospolich, CMC, Town Clerk

Memo

To: Breckenridge Town Council Members
From: Shannon Smith, Town Engineer
Date: 2/22/2023
Subject: Riverwalk Improvements- Goals



The Riverwalk Improvement project is a multiphase and multiyear project to improve, enhance, and revitalize the Riverwalk corridor in downtown. The Riverwalk project is complex and will require extensive design work, public engagement, and phased construction and planning. The project extends from N. French Street to S. Park Avenue and will be planned and constructed in smaller segments. As outlined in January, Staff will bring discrete topics to the Town Council for input and direction on design elements of the project.

During this work session, Norris Design will be facilitating a discussion to establish the high-level goals for the project that will inform the design of the various segments within the project. The work session slides are attached and the draft goals are outlined below.

Staff has proposed the following five project goals for Town Council input:

- **Safety:** Reducing pedestrian, bike and vehicular conflicts
- **Connectivity:** Having a safer way for bicyclist to get through Town
- **Environment:** Improving river health, materials management, and reducing pollution from vehicular trips
- **Placemaking:** Enhancing the pedestrian experience along the river
- **Community Engagement:** Understanding all stakeholder needs

As detailed in the presentation, each of the five project goals proposed support the Town Council Goals of More Boots & Bikes, Less Cars; Leading Environmental Stewardship; Deliver Balanced Year-Round Economy; and Hometown Feel & Authentic Character.

We look forward to discussing and establishing the project goals with the Council at the work session. The following planning topics will be brought to Council at future meetings:

- A. Living Lab review: March 14, 2023
 - i. Circulation changes
 - ii. New rec path spur
 - iii. Delivery zones
 - iv. Summer vs. winter operations
- B. Watson Ave. Materials Management Center options: April 2023
- C. Schoonover Site re-development design options: June 2023
- D. Ice House Lot materials management: July 2023
- E. Peak 9/Peak 10 enclosures (located between Adams Ave. and Jefferson Ave., 400 S. Main Street block, adjacent to the river) materials management: August 2023

Riverwalk Improvements

Norris Design: Elena Scott, Tori Aidala
Town of Breckenridge: Shannon Smith



Project Area Limits

French Street to South Park Ave

- Focusing in on the main part of downtown and the Riverwalk area.
- Future Phases
 - South Park Ave and Beyond (Ice Rink)
 - French Street to the North



Meeting Objectives: What do we want to accomplish?



Establish Overall Project Goals!

Project Goal Setting

1. Town Council Goals:

- **More Boots & Bikes, Less Cars**
 - **Leading Environmental Stewardship**
 - **Deliver a Balanced Year-Round Economy**
 - **Hometown Feel & Authentic Character**
- 

2. Overall Project Goals:

- **Safety:** Reducing, pedestrian, bike, and vehicular conflicts
- **Connectivity:** Having a way for bikes to get all the way through Town
- **Environment:** Improve the health of the river, materials management, and reducing pollution
- **Placemaking:** Enhancing the pedestrian experience along the river
- **Community Engagement:** Understanding all stakeholder needs

Project Goals: Safety



Safety:

- Reduce conflicts between pedestrians, bicycles and vehicles
- Vehicles include deliveries and trash trucks
- Safer street crossings
- Each segment will have different safety issues depending on context
- Other?

Project Goals: Connectivity

- Connectivity:
 - Providing a safer way for bicycles to get through Town
 - Create linked bikeway without dismount zones
 - Creating a secondary pathway for pedestrians other than Main Street
 - Encouraging people to park and leave their cars and walk or bike to destinations by giving clear connections to and around Main Street. More boots and bikes!
 - Other?



Project Goals: Placemaking



Placemaking:

- Enhancing the pedestrian experience along the river
- Relieve congestion from Main Street sidewalks by providing an alternative pedestrian route in downtown
- Capitalizing on opportunities for river touch points
- Each segment will have different opportunities and constraints depending on context
- Other?

A man and a woman are standing on a wooden bridge, looking out over a town. The woman is on the left, wearing a blue jacket and black pants. The man is on the right, wearing a blue and yellow jacket, grey pants, and a tan cap. They are both looking towards the right. In the background, there are several wooden houses with gabled roofs, a street with a car, and mountains under a blue sky with some clouds. The scene is set in a mountainous area with some trees showing autumn colors.

Project Goals: Community Engagement

-
- Connecting with the community with stakeholder engagement to involve our users, business and property owners in the design process as portions of the riverwalk is on private property
 - Seeking out stakeholder groups per segment to get feedback from people directly affected by that segment
 - Memorializing our Hometown feel and authentic character
 - Other?

Project Goals: Environment



Environment:

- More boots and bikes equals less cars burning fossil fuels
- Moments for human interactions with the river, increasing human health benefits
- Opportunities to improve the health of the river with increased native vegetation, sediment removal and flow enhancement
- By designing for the future needs of our community we can enhance and improve our current materials management for trash, recycling, and composting
- Other?

Question for Council:

Do we agree with the overall project goals and the discussion today?



Coming up
next...

Living Lab Review:
TC Meeting on
03-14-23





Thank you!



Memo

To: Mayor and Town Council
From: Julia Puester, AICP, Assistant Director of Community Development
Date: 2/21/2023 for meeting of February 28, 2023
Subject: Planning Commission Applications and Interviews

Ms. Delahoz resigned from the Planning Commission effective February 8th. The vacancy was advertised in both English and Spanish until February 20th in the Summit Daily, social media and to the Town's Community Outreach and Engagement Liaison's distribution list. The selected applicant will serve the remainder of Ms. Delahoz's term which ends October 2024. There will be three seats up for re-appointment in 2024.

Staff has received three applications. Planning Commission applicants included in alphabetical order are:

Greg Gordon
Elaine Gort
Andrea Rosenthal

Staff has attached the applications and letters of interest received for the Town Council's interviewing purposes.

Breckenridge Planning Commission Application



TOWN OF BRECKENRIDGE COMMUNITY DEVELOPMENT

Thank you for your interest in the [Town of Breckenridge's Planning Commission](#). Applications are being taken for 1 open position. Planning Commission terms are 4 years, and the position would take over an existing term that ends in October of 2024.

The application period closes Monday, February 20 at 9 a.m. and interviews will be held Tuesday, February 28, 2023 with Breckenridge Town Council.

For more information on the Planning Commission, including upcoming meetings, past meeting agendas and meeting minutes, please visit [TownofBreckenridge.com](#).

Name

Greg Gordon

Physical Address

126 S Ridge St, Breckenridge, Colorado 80424

Phone

(512) 377-2789

Email

ggordon@partymachines.com

Briefly describe your interest in the Breckenridge Planning Commission.

I would like to put my skills and knowledge to use in enhancing the town of Breckenridge. I believe that my experience and enthusiasm will be an asset to my neighbors and other members of this magical community.

Please describe how your background will contribute to the Planning Commission, including any experience you have with the following: historic preservation, history, architecture, landscape architecture, architectural history, prehistoric or historic archeology, planning, building trades, cultural or urban geography, cultural anthropology, real estate, or law.

As a small business owner of nearly 30 years, I possess a deep understanding of the needs of those around me. I have decades of experience managing people and consensus building. I have overcome too many obstacles to count and I'm still here.

Is there anything else you would like us to know about you?

I spent nearly 3 years between 2010 and 2013 learning the culture while living full time in China. That is where I was turned onto my love of snowboarding. I have 1,200,000 followers on Tiktok.

I am registered to vote in the Town of Breckenridge.

Yes

Please upload resume or letter of interest (optional)

Breckenridge Planning Commission Application



TOWN OF BRECKENRIDGE COMMUNITY DEVELOPMENT

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The application period closes Friday, February 17 at 9 a.m. and interviews will be held Tuesday, February 28, 2023 with Breckenridge Town Council.

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Name

Elaine Gort

Physical Address

37 The South Road, Breckenridge, Colorado 80424

Phone

(703) 597-2848

Email

elainegort@mac.com

Briefly describe your interest in the Breckenridge Planning Commission.

I am interested in the Planning Commission because I am a good fit, the position relates directly to my interests and I'd love to give back to the community I adore.

My legal, technical and business background combined with my personal experiences with my family's and my own properties provide me with a solid foundation for the Planning Commission. My appreciation of the history and current needs of Breckenridge for those who live here and come to play here also make me a solid fit.

Balancing property functionality with historical significance and long-term impacts is fundamental in planning and interests me as a citizen and engineer. The Planning Commission requires this balance along with a technical and legal understanding of each unique situation. Ever since I was a young child growing up in Colorado, I loved visiting historic mountain sites, imagining what it was like to live and use them and felt the importance of preserving them for future individuals to do the same.

I've talked to Steve Gerard about the position, my qualifications, and my interests. I understand the Planning Commission meeting schedule plus the time commitment necessary to review large information packets prior to meetings. I'd love to give back to the community and Keep Breck Authentically Breck!

Please describe how your background will contribute to the Planning Commission, including any experience you have with the following: historic preservation, history, architecture, landscape

architecture, architectural history, prehistoric or historic archeology, planning, building trades, cultural or urban geography, cultural anthropology, real estate, or law.

My diverse background provides a solid basis for my ability to contribute to the Planning Commission. My legal, technical and business background; my personal experiences with my family's and my own properties; and finally, my appreciation of the history and current needs of Breckenridge all contribute to this foundation of knowledge, skills and abilities I have.

As an engineer and lawyer, I have a keen ability to quickly understand technical and legal concepts. My legal background provides me a solid base of appreciation for codes and regulations and the importance of the reasons behind them. Twenty-three years, of working as a federal employee in the patent field, has exposed me to a wide variety of designs and drawings plus codes and regulations. Also, as a supervisor I have enjoyed working with team members with diverse ideas. I gained extensive experience working with regulatory agencies and developing and reviewing plans while working with Black & Veatch, Kansas Innovation Corporation and Koch Industries as an engineer. Regulations and plan documentation that I worked with related to the following: power plant construction/operation, licensing, environmental concerns/clean-ups, construction plans and standards, and property transfers.

My background with both my own and my family's real estate properties has also provided me knowledge and understanding relating to historic preservation, architecture, landscape architecture, planning and law. I renovated my first home at 22 years of age. The home was built in 1930, I spent evenings sanding trim work and making other improvements. Renting out the extra rooms helped me make the mortgage payments. At this same time, I helped my parents renovate a historical home in Loveland, CO (where I grew up) to open a restaurant. Many changes were necessary to convert it to a restaurant with ADA access, a commercial kitchen and conforming landscaping. Five years later, when I went to law school, I purchased a five bedroom turn of the century home that I remodeled and again rented out rooms to help make the mortgage payments. Five years later, my husband and I did extensive upgrades to a midcentury home. We went before an Architectural Review Board to get a variance for our planned construction. In addition to these properties, I have also owned four rental condos on which I did extensive refurbishment. One of which our high school son managed as an Airbnb rental for his school project for a year. Fortunately, our current home in Breckenridge has only needed minor upgrades. My experiences with these properties has provided me a solid appreciation of the hard work that goes into improving properties while maintaining the historical features and of course meeting legal requirements.

I have always been interested in increasing functionality of properties and balancing that with the historical significance and the long-term impacts of desired changes. Ever since I was a young child growing up in Colorado, I loved visiting Breckenridge and other historic mountain towns. I loved ghost towns and old abandoned historic sites. My Mom shared her love of archeology, we spent hot summer days assisting in ancient Native American ruin sites sifting thru soil looking for artifacts. One of the reasons I went to Colorado School of Mines in Golden is because it is a beautiful historic town and the college has a deep history in Colorado. 18 years-ago my childhood dream of owning a ski condo in Breckenridge came true. Then eight years ago, a dream, I never dared to dream of actually raising my two boys in Breck, came true! Breckenridge is like no other mountain town. My interests will be to Keep Breck Authentically Breck!

Is there anything else you would like us to know about you?

I grew up in the foothills west of Loveland Colorado, have two high school boys and a wonderfully supportive husband. We love any type of outdoor activity.

I am first generation American, my Mother's family fled from the Russians after WWII from Latvia and my Father came to the US for graduate school from the Netherlands after being occupied by the Nazis in his childhood.

We live by the Breckenridge golf course in the Stonehaven neighborhood for which I do most of the gardening and landscaping work as a volunteer. I coach Speech and Debate for Summit High School. I

am a member of the Summit Rotary Club, have been on their board and have hosted two international high school exchange students. I also volunteer as a Reading Buddy at Frisco Elementary School to work with 2-4 kids on reading and math on Wednesdays.
I'd love to be given the opportunity to serve Breckenridge!

I am registered to vote in the Town of Breckenridge.

Yes

Please upload resume or letter of interest (optional)

Planning Commission Elaine Resume 2023.doc

EDUCATION AND AWARDS

University of Kansas - 1999 **Lawrence, Kansas**
Juris Doctorate and Master of Business Administration

Colorado School of Mines - 1990 **Golden, Colorado**
Bachelor of Science - Petroleum Engineering:
Minor: Public Affairs - Guy T. McBride Honors Program

Professional Engineering License - Mechanical Engineering

Member: Kansas State Bar, U.S. Patent & Trademark Bar (54,814)

USPTO Leadership in Action – Awarded for technical knowledge, ability to engage employees, build trust, mentor others, and demonstrate integrity and commitment to agency goals and leadership vision.

USPTO Certificate of Appreciation – Awarded for exceeding customer expectations.

USPTO Exceptional Career Award and USPTO Bronze Medal Award

WORK AND REAL ESTATE RELATED EXPERIENCE

United States Patent and Trademark Office - Department of Commerce

Supervisory Patent Examiner 2013 - present

Supervise, train, support, hire, and evaluate approximately sixteen engineers called Patent Examiners. Patent Examiners review applications for patents to determine if a patent is warranted. The areas I have supported include self-driving cars, drone navigation and healthcare data analytics technologies. Focus is on ensuring that Examiners' work meets statutory and agency requirements. Meet with applicants and their attorneys to discuss their applications.

Patent Examiner 1999 - 2013

Examined patent applications in electronic-commerce, marketing, accounting, inventory tracking, airbags, hybrid vehicles, suspension systems, skis, bicycles, snow-boards, oil well instruments and drilling equipment.

Real Estate Related Background 1990 - present

Renovated my first home at 22 years of age. Home was built in 1930 and I rented out the extra rooms to help make the mortgage payments. During this time, I helped my parents renovate a historical home in Loveland, CO (where I grew up) to open a restaurant. Five years later, I purchased a turn of the century home that I remodeled and rented out rooms. Five years later, my husband and I did extensive upgrades to a midcentury home. In addition to these properties, I have also owned four rental condos on which I did extensive refurbishment. Fortunately, our current home in Breck has only needed minor upgrades.

Black & Veatch – Law Clerk

Legal consulting to managers of existing and future power plants around the world. Researched foreign, federal, state and local regulations relating to construction, environmental and licensing requirements.

Kansas Innovation Corporation – Business Consultant

Developed business plans. Reviewed patents and license agreements for small company start-ups.

Koch Industries, Inc. – Environmental/Project Engineer

Engineered and managed the development of a company-wide environmental assessment computer program for 3000 oil field properties. Authored environmental reports submitted to regulatory agencies. Trained individuals to perform environmental assessments. Managed assessments and budgets for property transfers. Designed and managed oil field site clean-ups. Conference speaker. Designed a large crude oil terminal in Canada. Authored three published company design standards on storage tank layout, pump piping design and pipeline route selection.

ACTIVITIES AND INTERESTS

Summit High School Speech and Debate Coach; Board Member of Summit Rotary Club; Stonehaven Neighborhood landscaping and grounds committee lead; Many volunteer events with the Summit Rotary Club; weekly grade school Reading Buddy; Swimming stroke and turn judge; Taught a homeschooling class to grade schoolers (science, math, geography, English, and history); Enjoy running, biking, swimming, Nordic skiing, hiking and doing anything outdoors with family, friends and my dog.

Breckenridge Planning Commission Application



TOWN OF BRECKENRIDGE COMMUNITY DEVELOPMENT

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Name

Andrea Rosenthal

Physical Address

800 Columbine RD, 8B, Breckenridge, Colorado 80424

Phone

(518) 928-7321

Email

andreabethr@gmail.com

Briefly describe your interest in the Breckenridge Planning Commission.

Having lived in Breckenridge since November of 2008, this town is my home and my community. I have been involved in many different organizations in the Summit community, but have had a growing interest in getting involved with the Town of Breckenridge in the last 4-5 years. The Breckenridge Planning Commission is of particular interest to me due to the unique challenges our town faces with our historical district, commercial areas and the need for housing for the workforce and our growing tourism. I studied architecture in college and it has remained a passion of mine throughout my life, though my professional career took me in another direction. Being able to serve and aid the Town of Breckenridge in this capacity would allow me to give back and use my knowledge and appreciation in an applied form.

Please describe how your background will contribute to the Planning Commission, including any experience you have with the following: historic preservation, history, architecture, landscape architecture, architectural history, prehistoric or historic archeology, planning, building trades, cultural or urban geography, cultural anthropology, real estate, or law.

My college education and a continued passion of mine has always been architecture. I have a B.A. in Architectural Studies and have continued to feed my enthusiasm with travel and literature pertaining to historical and modern architecture.

Is there anything else you would like us to know about you?

I have held a myriad of positions in the Town of Breckenridge and Summit County. While my career has

ranged across multiple customer service fields, I also was the Executive Director of High Country Soccer for five years. A large portion have been a volunteer youth soccer and hockey coach for over 12 years in the community.

While my current position with Gravity Haus is full time and involves some travel around the state to other mountain towns and locations, I have a flexible schedule that allows me to give my time back to the community and I would be honored to do so serving on the Planning Commission.

I am registered to vote in the Town of Breckenridge.

Yes

Please upload resume or letter of interest (optional)

ARosenthalResumeABR.pdf



ANDREA B. ROSENTHAL

MANAGEMENT & CUSTOMER SERVICE SPECIALIST

CONTACT

andreabethr@gmail.com

518.928.7321

PO Box 5797
Breckenridge, CO

EDUCATION

HOBART & WILLIAM SMITH COLLEGES

Studio Art, B.A.
Architectural Studies, B.A.
2008

DANISH INSTITUTE FOR STUDY ABROAD

Architecture & Urban Design
Communications
2007

COMMUNITY

YOUTH HOCKEY COACH

Summit Youth Hockey
2014-Present

SUMMIT JV GIRLS SOCCER COACH

Summit High School
2019-2020

SUMMIT JV GIRLS SOCCER COACH

Summit High School
2019-2020

CAPTAIN

Breckenridge Blizzard
Hockey
2018-Present

EXPERIENCE

DIRECTOR, MEMBER SUCCESS, GRAVITY HAUS, INC.

November 2020-Present

Strategize and execute the retention of over 3,000 members across Colorado, California and other states. Coordinate with all facets of the business to ensure members are recognized, appreciated and satisfied with their membership. Conceptualize the path for improvement of the business with teammates and the Product Management Team how to move forward with retention of members and revenue being the top priorities of the business. Implement all plans across all properties and silos that the members interact with.

EXECUTIVE DIRECTOR, HIGH COUNTRY SOCCER ASSOCIATION

July 2015-November 2020

Organize, coordinate and facilitate the entirety of youth and adult soccer leagues and programming in Summit County; over 1200 members and 400 additional association contacts and connections. Cultivated relationships with local government, businesses and prominent community members to bolster both financial and community support within the association/club. Plan all program events from the top down and then manage all on event dates – over 40 individual events throughout the year.

MANAGER, DOWNSTAIRS AT ERIC'S

June 2014-July 2015

Responsible for daily operations of the restaurant, including providing superior customer service and supervising a staff of over a dozen employees.

ASSISTANT WOMEN'S SOCCER COACH & DIRECTOR OF CAMPS

Gustavus Adolphus College

August 2012-June 2014

Created and implemented a new culture for a struggling program that could not recruit quality athletes. Promoted, organized, facilitated and executed logistics of a new camp that saw 15% growth in two years. Administrative duties included recruitment of players, daily game day operations, and travel planning.

ASSISTANT MANAGER, MODIS

June 2010-August 2012

Promoted through multiple positions leading to assistant manager in under 14 months.

SKI INSTRUCTOR, BRECKENRIDGE SKI RESORT

November 2008-Present

Grew clientele base returning yearly for quality experiences with high-level instruction. Hand selected by Vail Resorts to give lessons to Vail Resorts Board of Directors.

SKILLS

Multi-dimensional event planning from conception through on-site management. Creativity and innovation in communication, organization, presentation, teamwork, planning and time management. Customer service specialist trained in active listening and engagement. **166**
Microsoft Office Suite, Facebook, Twitter, Instragram, SnapChat, Pinterest, Google+, YouTube.