



TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, May 9, 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. Login 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. COLORADO COMMUNITIES FOR CLIMATE ACTION UPDATE (3:00-3:15pm)

Colorado Communities for Climate Action

II. RENEWABLE ENERGY MITIGATION PROGRAM DISCUSSION (3:15-4:15pm)

REMP Program Presentation

III. PLANNING COMMISSION DECISIONS (4:15-4:20pm)

Planning Commission Decisions

IV. LEGISLATIVE REVIEW (4:20-4:45pm)

Gondola Lot Properties LLC Development Agreement (Second Reading)
Concealed Carry and Open Carry in Town Buildings (First Readings)
Father Dyer Food Pantry Trailer Development Agreement (First Reading)
Water Line Easement Dedication (First Reading)

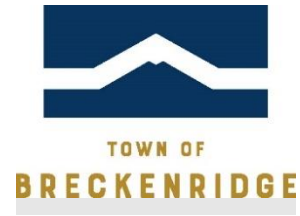
V. MANAGERS REPORT (4:45-5:30pm)

Public Projects Update
Mobility Update
Sustainability Update
Housing and Childcare Update
Committee Reports
Town Attorney Update
Breckenridge Events Committee Update
Grants Update

VI. PLANNING MATTERS (5:30-6:00pm)

2023 National Electric Code Adoption Work Session

Amendments to Off-Street Parking Requirements Work Session



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 5/9/23
Subject: Colorado Communities for Climate Action (CC4CA)

Since 2018, the Town of Breckenridge has been a member of the Colorado Communities for Climate Action. Today, CC4CA is made up of 42 local governments advocating for strong state and federal climate policy. CC4CA is governed by a Board of Directors representing all member communities.

Executive Director Jacob Smith will be presenting an overview of the organization and highlighting recent legislative and regulatory accomplishments. He will be available to answer any questions.

This presentation is intended to be informational. No Council action or direction is requested.



Colorado Communities for Climate Action January 2023

Colorado Communities for Climate Action is a coalition of counties and municipalities advocating for strong state and federal climate policy. As local governments and local elected officials, we have a unique perspective on the threats and challenges that climate change poses, a perspective that is often overlooked in the policy debates. Our members have come to understand that climate change poses unique and severe risks to our communities and that we cannot meet our own local climate goals without effective state and federal policy.

The coalition's 41 local government members include:

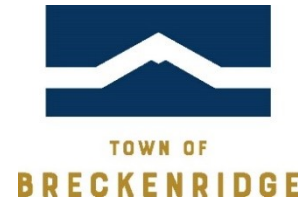
- Adams County
- Aspen
- Avon
- Basalt
- Boulder
- Boulder County
- Breckenridge
- Broomfield
- Carbondale
- Clear Creek County
- Crested Butte
- Dillon
- Durango
- Eagle County
- Edgewater
- Erie
- Fort Collins
- Frisco
- Gilpin County
- Glenwood Springs
- Golden
- Lafayette
- Lake County
- Larimer County
- Longmont
- Louisville
- Lyons
- Mountain Village
- Nederland
- Northglenn
- Pitkin County
- Ouray County
- Ridgway
- Salida
- San Miguel County
- Snowmass Village
- Summit County
- Superior
- Telluride
- Vail
- Wheat Ridge

Colorado Communities for Climate Action has adopted, by unanimous consent among its members, a policy statement that guides the coalition's efforts. The Policy Statement includes promoting plans and actions to:

- Extend current authorities and provide new ones for local action.
- Set new state climate-protection goals.
- Define and implement concrete steps to meet those goals.
- Reduce carbon pollution through concrete new policies on electricity generation, energy efficiency, transportation, and waste management.
- Ensure that all of Colorado benefits from the clean energy transformation.

CC4CA is represented by Elisabeth Rosen of Political Advocacy, Inc. and Eliza Schultz of Schultz Public Affairs at the state capitol.

For more information:
Jacob Smith, Executive Director
jsmith@cc4ca.org • (303) 810-6017 • CC4CA.org



Memo

To: Town Council
 From: Jessie Burley, Sustainability + Parking Manager
 Date: 5/9/23
 Subject: Renewable Energy Mitigation Program Proposed Language

Purpose:

The purpose of this worksession is to present Council with legislative language for the proposed Renewable Energy Mitigation Program (REMP). This language is the result of input from Council, Planning Commission, the REMP Steering Committee, building/contractor community, realtors, architect/designers, and the general public. It is listed as a policy priority for greenhouse gas reductions in the SustainableBreck Plan and Summit Community Climate Action Plan.

REMP is designed to reduce excessive outdoor energy use through economic incentives and direct on-site mitigation by renewable energy. The 12-month stakeholder engagement with the REMP Steering Committee was completed on September 3, 2021. Further public engagement included a public open house on January 20, 2022, industry roundtables in March of 2022, and a solicited public comment period.

Steering Committee Meetings	Town Council Worksessions
December 9, 2020 February 11, 2021 March 25, 2021 May 21, 2021 June 17, 2021 September 3, 2021	July 13, 2021 November 23, 2021 January 25, 2022 January 10, 2023 March 28, 2023

Background:

Adopted in 2018 by the Town Council, the [Summit Community Climate Action Plan](#) (CAP) outlines a series of strategies and recommendations to achieve 80% greenhouse gas reductions by 2050 across major sectors (commercial buildings, residential buildings, transportation, and waste). Energy use for buildings in Breckenridge accounts for 85% of our community’s greenhouse gas emissions, split evenly between commercial (42.5%) and residential (42.5%) energy use. The CAP further reinforced the Town’s goals of achieving 100% renewable electricity across the community by 2035 and began the conversation around net zero construction and decarbonization of heating sources. The most prevalent heating source in Breckenridge is natural gas which is primarily comprised of methane, and when burned, emits carbon dioxide.

As one of the first strategies to address building sector energy use, the Town adopted an updated Sustainable Building Code. For residential construction, the code requires certification by the Department of Energy’s Zero Energy Ready Home Program or two alternative above code pathways. For commercial construction, the code requires a 10% efficiency standard above the most recent commercial energy requirements. During the 18-month stakeholder process for the Sustainable Building Code, one of the overwhelming comments from the group was “what do we do to reduce excessive outdoor energy use?”

The Town regulates energy use indoors via the adopted International building and electrical code and Summit Sustainable Building Code. These codes do not address outdoor energy efficiency. Currently, the Town's Development Code provides a disincentive for outdoor energy use in Policy 33R by assigning negative points for excessive energy features such as snowmelt, fire pits, heated pools, spas, and water features. The negative points incurred in Policy 33R do not have to be offset directly with energy mitigation measures but rather can be offset by other positive points elsewhere in the Development Code (i.e. landscaping, workforce housing, etc.). Proposed amendments to Policy 33R and REMP are designed to directly link energy use with energy mitigation measures to ensure a direct benefit. The proposed Policy 33R language also includes a limit on the number of indoor natural gas fireplaces per Council's direction at the April 11 worksession.

In 2021, the Town's utility, Xcel Energy, notified Staff that natural gas infrastructure to the area is nearly tapped out. New projects that drive additional natural gas use will require expensive and time consuming upgrades to the system, paid for by ratepayers. Once that infrastructure is in, it will operate for decades before costs are recovered. Xcel is developing demand side management programs to reduce gas use and is working through the Summit Climate Collaborative on identifying large customers who are willing to limit natural gas voluntarily. While these utility programs stop short of regulation, it demonstrates the need to address excessive natural gas use in the community.

Finally, the Town of Breckenridge earned the Mountain IDEAL sustainable destination certification in 2021, a global recognition of sustainability efforts across a broad set of criteria. One such criterion requires the optimization and efficiency of snow melting techniques to conserve energy in a given destination. While Breckenridge earned the standard, the auditing body flagged the snowmelt criteria for additional action and improvement. This includes better monitoring and mitigation for existing systems and disincentives for additional public and private systems.

Policy Provisions:

The REMP program would be an "above code program" allowed by the model International Building Codes. As such, the language will reside in Title 8 Building Regulations under the sections pertaining to the International Residential Code (IRC) energy chapter and the International Energy Conservation Code (IECC). Proposed amendments to Policy 33R (attached) will remain in Title 9 Development Code. An additional ordinance would establish the special fund where revenues from the program would be restricted for energy and greenhouse gas reduction purposes.

For simplicity, the language below is drafted for the residential program and commercial variances are [bracketed in red] where appropriate.

Title. Establishes the Renewable Energy Mitigation Program (REMP). All exterior energy use as defined below shall be designed and comply with the mandatory requirements of the Breckenridge Renewable Energy Mitigation Program.

Scope. This section establishes criteria for compliance with the Breckenridge Renewable Energy Mitigation Program (REMP). The scope of this program includes exterior energy uses and energy production to offset exterior energy use.

Mandatory Requirements. Compliance with this section requires that the provisions of this section be followed for all exterior energy use. Compliance with this section will be documented via the free Public Domain tool "Breckenridge REMP Calculation Sheet" in the most current version at the time of building permit application. Projected energy use, associated energy offset required, fees and credits are defined within this tool.

Credits for on-site renewable energy. The payment-in-lieu option is voluntary. Applicants interested in exterior energy use systems can alternatively choose to produce on-site renewable energy with renewable energy systems such as solar photovoltaics and/or solar hot water, wind, or micro-hydro. The energy efficient technology of ground source heat pumps is also allowed for supplemental on-site energy.

Exterior energy uses. Residential exterior energy uses (per list below) may be installed only if the supplemental energy meets the requirements of the Renewable Energy Mitigation Program. This applies to all installations for which an application for a permit is filed or is by law required to be filed. This does not apply to work on existing systems that were permitted prior to this code.

1. Snowmelt (i.e. driveways, patios, walkways, etc.)
2. Exterior pools
3. Exterior hot tubs and spas
4. Permanent natural gas or electric systems or appliances for heating or cooking outdoor residential spaces.

On-site renewable credit calculation. Credits for renewable energy production will be calculated and applied per "Breckenridge REMP Calculation Sheet" for energy generated on-site. Renewable energy methods listed in the calculator include: solar photovoltaic, solar thermal, ground source heat pumps, hydroelectric and wind power. Provision for alternative method calculations is also provided, but it will require specific review and approval by the Building Official.

Snowmelt systems.

1. R-10 insulation shall be installed under all areas to be snowmelted.
2. Required snowmelt controls. All systems are required to have automated controls to limit operation to when moisture is present, outdoor air temperature is below 40F and above 20F, and the slab temperature sensing. Idling of residential slabs is not permitted. [Idling of commercial slabs is allowed where public safety is a factor.]
3. Snowmelt heating appliances will have a minimum efficiency of 92% AFUE. Electric resistance and heat pump heaters will be allowed. Where condensing boilers are used, the boiler supply water temperature shall be a maximum of 130F to allow for efficient boiler operation.
4. Up to 100 square feet of snowmelt continuous to a residential building is exempt for safety. [Up to 100 square feet of snowmelt per emergency egress pathway is exempt.]

Exterior pools.

1. Pool covers are required for all pools, with a minimum R-value of 2.
2. Pool heating appliances will have a minimum efficiency of 92% AFUE. Electric resistance and heat pump heaters will be allowed. Where condensing boilers are used, the boiler supply water temperature shall be a maximum of 130F to allow for efficient boiler operation.

Exterior hot tubs and spas.

1. Hot tub and spa covers are required for all spas, with a minimum R-value of 12.
2. Packaged hot tubs and spas less than 64 square feet are exempt. [Not applicable for commercial]
3. A maximum of 1 hot tub or spa per residential property is exempt. For residential HOAs with individual ownership, 64 square feet of hot tub or spa space is exempt for every 10 residential units. [Not applicable for commercial]
4. Hot tub and spa heating appliances will have a minimum efficiency of 92% AFUE. Electric resistance and heat pump heaters will be allowed. Where condensing boilers are used, the boiler supply water temperature shall be a maximum of 130F to allow for efficient boiler operation.

Other permanent natural gas or electric heating or cooking elements.

1. A combined 200,000 BTU [350,000] budget is allowed for permanent natural gas or electric heating or cooking elements at a reduced renewable offset requirement.

Gas fireplace, firepit, firetable controls. Residential outdoor natural gas fireplaces, firepits, or firetables shall include timers required to limit the run time of the system. Controls and switching shall be configured so as not to allow continuous operation.

Electric heat tape controls. Electric roof and gutter deicing systems shall include automatic controls capable of shutting off the system when outdoor temperature is above 40F and below 25F, and which limit the use of the system to daylight hours by means of a programmable timer or automated clock, or moisture detection sensors.

Renewable energy mitigation payment. A permit shall not be valid until all fees as in effect at the time of permit submittal are paid in full, or the renewable energy system is proposed for on-site credit. Nor shall a change order to the permit be released until the additional fees, if any, have been paid. REMP compliance will be verified at Certificate of Occupancy or Certificate of Completion according to the proposed plans. C.O. can be withheld if the project is non-compliant.

Pre-existing systems. Pre-existing systems, for which a permit was applied for and granted prior to the effective date of this code, are exempt from this program. Additions or expansions of existing systems that require a permit will require compliance with this above code program.

Pre-existing systems for which a prior REMP payment was paid and which seek to be replaced shall receive a pro-rated credit calculated by the number of years since prior REMP payment divided by 20 years. For example, a REMP payment made for a system permitted 10 years prior to the current replacement being sought will receive credit for ½ of the prior REMP payment and that amount shall be deducted from the REMP payment owed on the replacement. For renewable systems installed on site, full credit will be given for up to 20 years after the date of installation. Credits will only be applied to properly permitted and functioning systems within the scope of the adopted Energy Code and applicable Mechanical and Electrical Codes. Systems installed prior to 20 years before the date of permit application are not eligible for pro-ration of system credits.

Upgrades to existing mechanical equipment (boilers, heat pumps, HVAC equipment, etc.) or renewable energy systems will not require submittal to the REMP program. Additional square footage on existing systems will be subject to REMP.

Solar photovoltaic systems. System designer and installer must be certified by Colorado Solar Energy Industries Association (COSEIA) or North American Board of Certified Energy Practitioners (NABCEP), or a licensed Professional Engineer in the State of Colorado.

Solar thermal. The size of solar hot water systems is limited to 500 square feet of collector area absent approval by the Building Official. Systems larger than this limit will be considered, but will require documentation showing year-round utilization of the system.

Ground source heat pumps. In order to use ground source heat pumps for on-site renewable credit, the GSHP system must supply at least 20% of the peak load for heating the exterior energy uses. Each GSHP shall be tested and balanced and the design engineer shall certify in writing that it meets or exceeds a design coefficient of performance (COP) of 3.0 inclusion for source pump power. Design conditions for determining COP will be 30F ground loop temperature measured at the GSHP inlet, and 110F GSHP load side outlet.

Hardship. Applicant may apply to the Building Official for a full or partial variance of the requirements of this above code program. Applicant must show undue hardship and that the requirements of the program disproportionately burden the Applicant if applied to a specific piece of property and typical on-site methods of energy generation are not feasible. The Building Official shall evaluate the application for waiver of requirements and shall only approve a variance where application of this above code program will cause undue hardship upon the owner of such property which cannot be mitigated, and the granting of relief from the strict applications of this code will not cause substantial detriment to the public good and

will not substantially impair the intent and purpose of the Breckenridge Town Code. Applicant may appeal any denial under this section to the Board of Appeals.

Staff is seeking Council direction to bring back a bill draft for First Reading.

Policy 33 (Absolute) Energy Conservation:

- A. New snowmelt, outdoor gas appliances, and outdoor heated pools/hot tubs are further regulated by the Renewable Energy Mitigation Program provisions of the Building Code.
- B. Residential units may install a maximum of 2 indoor gas fireplaces and a maximum of 1 outdoor gas fireplace. Anything over and above shall be prohibited, with the exception of fireplaces for common spaces of multi-family residences.

Policy 33 (Relative) Energy Conservation:

B. Excessive Energy Usage: Developments with excessive energy components are discouraged. To encourage energy conservation and greenhouse gas reduction, the following point schedule shall be utilized to evaluate how well a proposal meets this policy. Energy use from snowmelt, outdoor gas fireplaces, and outdoor heated pools/hot tubs is also regulated by the Renewable Energy Mitigation Program provisions of the Building Code.

Point Range	Design Feature
0	If the Planning Commission determines that any of the following design features are required for the health, safety and welfare of the general public (e.g., heated sidewalk in a high traffic pedestrian area), then no negative points shall be assessed.
-1	1 - 500 square feet heated driveway, sidewalk, plaza, etc.
-2	501 - 999 square feet heated driveway, sidewalk, plaza, etc.
-3	1,000 - 2,499 square feet heated driveway, sidewalk, plaza, etc.
-4	2,500 - 5,000 square feet heated driveway, sidewalk, plaza, etc.
-1	For each additional 5,000 square feet, or portion thereof, of heated driveway, sidewalk, plaza, etc. over 5,000 square feet
Residential Snowmelt	
<u>0</u>	<u>Up to 1,500 square feet of heated driveway, patio/deck, and walkway etc.</u>
<u>1 x (-1/0)</u>	<u>For each additional 500 square feet over 1,500 of heated driveway, patio/deck, and walkway etc.</u>
Commercial Snowmelt	
<u>0</u>	<u>Up to 5,000 square feet of heated driveway, sidewalk, plaza etc</u>
<u>1 x (-1/0)</u>	<u>For each additional 500 square feet over 5,000 square feet of heated driveway, sidewalk, plaza etc</u>
Gas Fireplaces	

<u>1x(-1/0)</u>	<u>Outdoor commercial or common space residential gas fireplace (per gas fireplace).</u>
<u>0</u>	<u>Outdoor commercial or common space residential gas fireplaces up to 350,000 BTU</u>
<u>1 x (-1/0)</u>	<u>For each additional 50,000 BTU over 350,000 BTU used for outdoor commercial or common space residential gas fireplaces</u>
<u>Outdoor Heated Pools/Hot Tubs</u>	
-1	101-500 square feet of outdoor heated pool and/or hot tub in a commercial or multifamily development
-1	For each additional 500 square feet, or portion thereof, of outdoor heated pool and/or hot tub in a commercial or multifamily development over the first 500 square feet
<u>Water Features</u>	
0	Water features powered completely by a renewable energy source (e.g., solar, wind).
-1	Water features powered by conventional energy sources utilizing less than 4,000 watts or less than 5 horsepower.
-2	Large outdoor water features (per feature) powered by conventional energy sources utilizing over 4,000 watts or 5 horsepower motor or greater.



Memo

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

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

CLASS A APPLICATIONS: None.

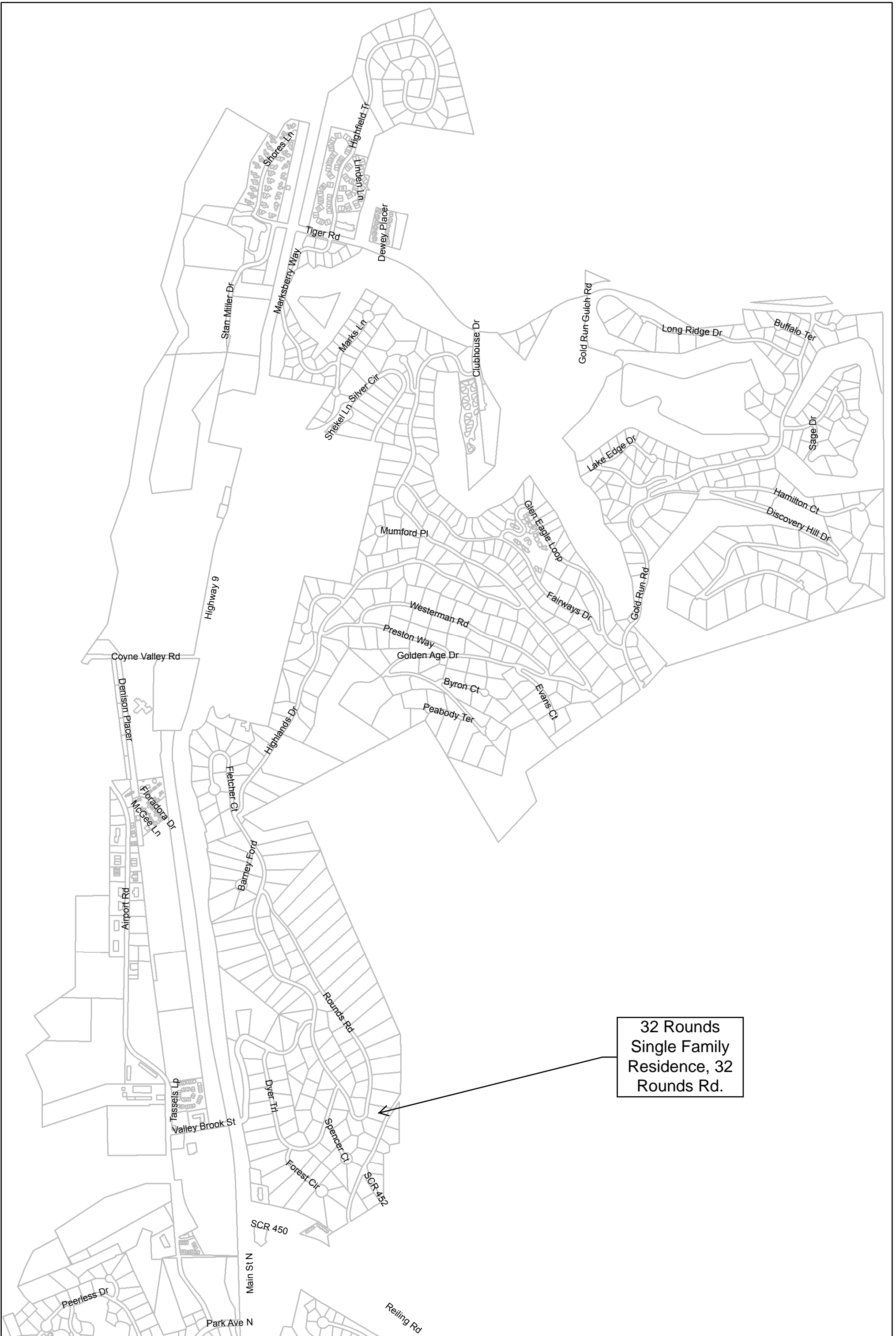
CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

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

TOWN PROJECT HEARINGS: None.

OTHER: None.



32 Rounds
Single Family
Residence, 32
Rounds Rd.



Riffel Cedars
Townhome Expansion,
505 Village Rd. #11



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

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

APPROVAL OF AGENDA

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

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments

CONSENT CALENDAR:

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

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

OTHER HEARINGS:

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

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

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

Commissioner Questions / Comments:

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

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

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

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

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

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

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

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

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

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

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

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

Commissioner Questions / Comments:

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

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

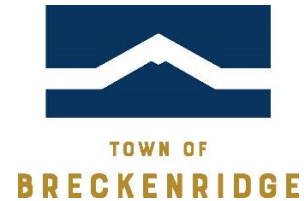
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:05 pm.

Allen Frechter, Chair



Memo

To: Town Council

From: Chris Kulick, AICP, Planning Manager

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

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

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

Council Action

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

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

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

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

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

- Lot 1, Gondola Lots, Filing No. 1
- Lot 2, Gondola Lots, Filing No. 1
- Lot 3, Gondola Lots, Filing No. 1
- Lot 4, Gondola Lots, Filing No. 2
- Lot 5, Gondola Lots, Filing No. 2
- Lot 6, Gondola Lots, Filing No. 2
- Lot 1B, Block 4, Parkway Center (“Property”).

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

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

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

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

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

Section 3. The Development Agreement between the Town and the Developer is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 4. The Town Council finds, determines, and declares that this ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort, and convenience of the Town of Breckenridge and the inhabitants thereof.

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

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

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

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

ATTEST:

TOWN OF BRECKENRIDGE

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

APPROVED IN FORM

Town Attorney Date

11
12
13
14
15

Exhibit "A"

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

DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement ("Agreement") is made as of the 12th day of June, 2023 ("Effective Date," which shall be the date when this ordinance approving this Agreement becomes effective) between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the "Town") and GONDOLA LOT PROPERTIES LLC, a Colorado limited liability company, (the "Developer"). This Agreement amends and restates that Development Agreement dated as of April 14, 2023, and recorded April 14, 2023, at Reception No. 1309020 of the records of the Clerk and Recorder of Summit County, Colorado ("Original Development Agreement"). The Town and the Developer are sometimes collectively referred to in this Agreement as the "Parties," and individually by name or as a "Party."

Recitals

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

- Lot 1, Gondola Lots, Filing No. 1
Lot 2, Gondola Lots, Filing No. 1
Lot 3, Gondola Lots, Filing No. 1
Lot 4, Gondola Lots, Filing No. 2
Lot 5, Gondola Lots, Filing No. 2
Lot 6, Gondola Lots, Filing No. 2
Lot 1B, Block 4, Parkway Center ("Property").

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

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

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

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

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

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

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

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

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

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

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

38 Agreement

39

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

1 additional six (6) months to November 23, 2025, provided the extension is granted prior to this
2 agreement's expiration on May 23, 2025.
3

4 2. Subject to the provisions of this Agreement, any site-specific Development Permit
5 application within the Master Plan area will not be subject to any Development Code changes
6 subsequent to May 25, 2022 for a period of six months from the effective date of this
7 amendment, expiring on December 12, 2023 with the option of the Town Council, by affirmative
8 vote of a majority of Council members at a regularly scheduled Town Council meeting, to extend
9 this provision an additional six (6) months to June 12, 2024, provided the extension is granted
10 prior to this provision's expiration on December 12, 2023.
11

12 3. Subject to the provisions of this Agreement, the applicant will withdraw the
13 Application (PL-2022-0208) on or prior to the effective date of this Agreement.
14

15 4. As the commitments encouraged to be made in connection with a development
16 agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, the Developer shall do the
17 following: agree to make a \$100,000 capital contribution toward either a new in-town childcare
18 center or a project that increases capacity to an existing in-town childcare center prior to the
19 Agreement going to into effect.
20

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

27 6. The term of the Allowance described in this Agreement shall commence on the
28 Effective Date and shall end, subject to earlier termination in the event of a breach of this
29 Agreement, on December 12, 2023, unless extended an additional six (6) months in accordance
30 with section 2 above to June 12, 2024.
31

32 7. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of
33 the Town to adopt or amend any Town law, including, but not limited to the Town's: (i)
34 Development Code, (ii) Comprehensive Plan, (iii) Land Use Guidelines, and (iv) Subdivision
35 Standards.
36

37 8. The Agreement shall run with the title to the land and be binding upon the owners,
38 heirs, successors and assigns.
39

40 9. Prior to any action against the Town for breach of this Agreement, the Developer
41 shall give the Town a sixty (60) day written notice of any claim of a breach or default by the
42 Town, and the Town shall have the opportunity to cure such alleged default within such time
43 period.
44

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 21. This Agreement constitutes the entire agreement and understanding between the
37 Parties relating to the subject matter of this Agreement and supersedes any prior agreement or
38 understanding relating to such subject matter.
39

40 TOWN OF BRECKENRIDGE, a Colorado
41 municipal corporation
42
43
44

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

By: _____
Rick G. Holman, Town Manager

GONDOLA LOT PROPERTIES LLC,
A COLORADO LIMITED LIABILITY
COMPANY

BY: _____

NAME: _____

TITLE:

ATTEST:

Helen Cospolich, CMC, Town
Clerk



Memo

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

Summary

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

Existing code and Discussion About Amendments:

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

Legal analysis:

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

Other Jurisdictions:

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

Implementation:

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

Fiscal Impact:

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

COUNCIL BILL NO. ____

Series 2023

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

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

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

6-3E-12: CONCEALED CARRYING OF FIREARMS PROHIBITED:

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

Breckenridge Recreation Center, located at 0880 Airport Road.

Breckenridge Tennis Center, located at 0886 Airport Road.

Breckenridge Town Hall, located at 150 Ski Hill Road.

Riverwalk Center, located at 150 West Adams Avenue.

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

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

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

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

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

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

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

Carter Park Pavilion, located at 500 South High Street

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

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

3 Town of Breckenridge Arts District Buildings (list):

4 Ceramic Studio, located at 125 South Ridge Street.

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

6 Hot Shop, located at 123 South Ridge Street.

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

8 Randall Barn, located at 114 East Washington Avenue.

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

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

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

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

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

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

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

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

28

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

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

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

15 ATTEST:

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

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

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

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

1. Buildings:

Breckenridge Recreation Center, located at 0880 Airport Road.

Breckenridge Tennis Center, located at 0886 Airport Road.

Breckenridge Town Hall, located at 150 Ski Hill Road.

Riverwalk Center, located at 150 West Adams Avenue.

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

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

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

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

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

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

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

Carter Park Pavilion, located at 500 South High Street.

Town of Breckenridge Arts District Buildings:

Ceramic Studio, located at 125 South Ridge Street.

Fuqua Livery Stable, located at 110 East Washington Avenue.

Hot Shop, located at 123 South Ridge Street.

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

2 Randall Barn, located at 114 East Washington Avenue.

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

4 2. Areas:

5 All town owned recreational trails.

6 Blue River Plaza.

7 Carter Park.

8 Cucumber Gulch Preserve.

9 Kingdom Park.

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

11 Town of Breckenridge Arts District.

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

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

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

24
25 TOWN OF BRECKENRIDGE, a Colorado
26 municipal corporation

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

1 ATTEST:

2

3

4

5

6 _____
Helen Cospolich, CMC,

7 Town Clerk

8



Memo

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1

2 :

TOWN OF BRECKENRIDGE

3

4

5

6 _____/s/_____ /s/_____

7 Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

8

9

10 APPROVED IN FORM

11

12 _____/s/_____

13 Town Attorney

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

DEVELOPMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

Agreement

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

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

Development Code¹

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

¹ Chapter 1 Title 9 of the Breckenridge Town Code

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

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

under any applicable state or federal law.

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

If to the Town:

Rick G. Holman, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With a copy (which shall not constitute notice to the Town) to:

Kirsten Crawford, Esq.
Town Attorney
PO Box 168
Breckenridge, CO 80424

If to the Church:

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

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

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

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By:

Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

FATHER DYER UNITED METHODIST
CHURCH, a Colorado nonprofit corporation

By:

Name:

Title:

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public



Memo

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

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

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

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

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

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

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

COUNCIL BILL NO. ____

Series 2023

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

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

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

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

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

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

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

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

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

1
2
3
4
5
6
7
8
9

ATTEST:

Helen Cospolich, CMC,
Town Clerk

GRANT OF EASEMENT
(UTILITY EASEMENT)

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

WITNESSETH THAT:

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

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

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

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

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

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

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

UTILITY EASEMENT

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

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

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

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

Executed at Breckenridge, Colorado the date first written above.

GRANTOR:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

GRANTEE:

HARLAN KIRWAN

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

ATTEST:

UTILITY EASEMENT

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

WITNESS my hand and official seal.

My commission expires: _____.

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

UTILITY EASEMENT

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

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

ALLEY 4A
ACCESS EASEMENT
REC. NO. 1109526

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



SCALE: 1"=50'

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

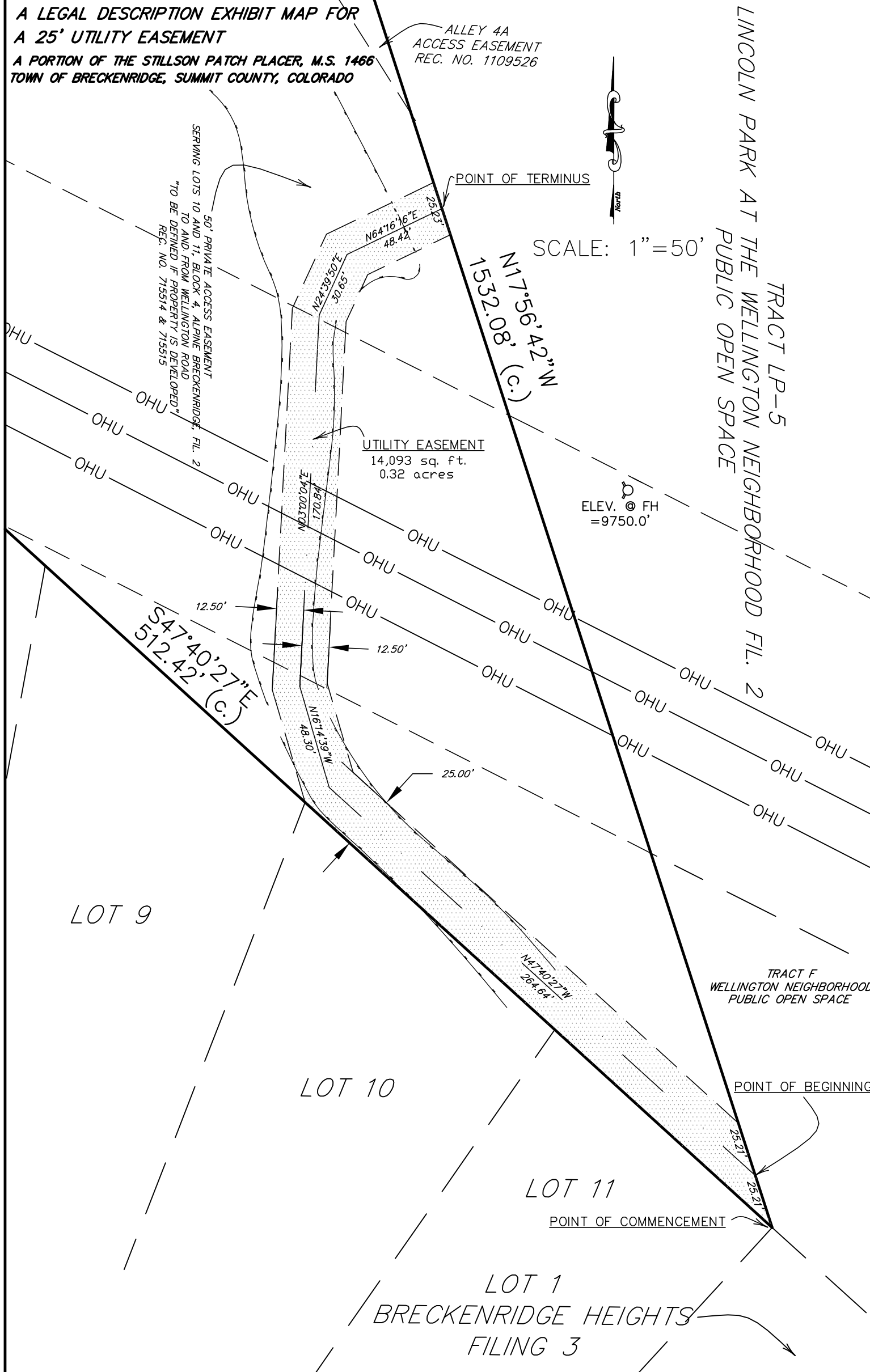
POINT OF TERMINUS

UTILITY EASEMENT
14,093 sq. ft.
0.32 acres

ELEV. @ FH
=9750.0'

S47°40'27"E
512.42' (C.)

N117°56'42"W
1532.08' (C.)



LOT 9

LOT 10

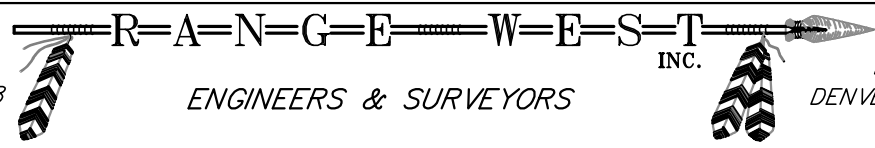
LOT 11

LOT 1
BRECKENRIDGE HEIGHTS
FILING 3

TRACT F
WELLINGTON NEIGHBORHOOD
PUBLIC OPEN SPACE

POINT OF BEGINNING

POINT OF COMMENCEMENT



P.O. BOX 589
SILVERTHORNE, CO 80498

ENGINEERS & SURVEYORS

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

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

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

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

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

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



March 28, 2023

PROJECT NO. 22658-411
PREPARED FOR: HARLAN KIRWAN

6709/23/152

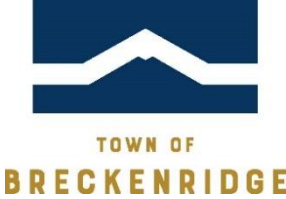
PO box 589
Silverthorne, CO 80498



(970) 468-6281
www.rangewestinc.com

Memo

To: Breckenridge Town Council Members
From: Town Staff
Date: 5/4/2023
Subject: Public Projects Update



Goose Pasture Dam Rehabilitation

Season 3 work continues on schedule at the dam with earthwork and walls on the west side of the dam, low-level outlet works rehabilitation, 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 November 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>.

Fiber 9600

At the end of March, Allo reported having 613 Breckenridge customers, an increase of 35 over the last quarter. Looking forward to 2023 construction, we will bring fiber up Ski Hill Road from Park Ave to the Fire Station at the base of Peak 7 in coordination with the Engineering Division's Ski Hill Rd asphalt overlay project. Depending on construction costs, we would like to extend the Ski Hill fiber lines into Grandview Dr., Four O'clock Run Rd., and other high-density areas. We also plan to extend the existing fiber to the east across HWY 9 at Tiger Rd so that we can connect to the workforce housing at the Loge, and to bring fiber from Carter Park to the Ice Rink. Workforce housing continues to be a priority for the fiber program, and we plan on having this infrastructure available to Alta Verde II, Justice Center, and Stables Village. We plan to wire the following MDU's in 2023 and expect to add more: Sky Park (14 units plus 7 businesses), Weisshorn (7 units), Blazing Saddles, Pinewood II, and Hermit Placer (12 units).

Allo has proposed a "neighborhood success" program in areas of Town with lower density and therefore higher construction cost per service address. In this model, Town and Allo would come up with a cost-sharing model where we have a guaranteed "take-rate" from the designated neighborhood area, usually around 65%. Depending on total construction costs, Allo would request that each residence that is interested in broadband internet service sign up for a minimum internet service speed package (most likely 1 GIG) plus a monthly add-on for a designated term. We have submitted Corkscrew Dr. to Allo for evaluation and pricing. We will reach out to the residents on Corkscrew Dr. to see if we can get a 65% take-rate to make this project successful. We will keep Council informed with any updates on this model.

We submitted a DOLA EIAF grant for middle-mile fiber broadband service and have submitted a Letter of Intent to apply for grant funding through the Colorado Broadband Office. We are also looking at NTIA Middle Mile grants to help support these future construction efforts. We continue to monitor other funding opportunities and will apply for grants when we qualify.

Residents and businesses can learn more and sign up for service by navigating to:

<https://www.townofbreckenridge.com/live/town-projects-and-issues/breckenridge-broadband-project>

<https://www.allocommunications.com/locations/breckenridge/>

Project Funding	
2022 Capital Prior Spending Authority	\$1,874,219
2022 CIP DOLA grant funds	\$850,000
2023 CIP	\$3,000,000
DOLA Grant (application submitted)	\$1,000,000
TOTAL	\$6,724,219

Kristin Brownson will be available to answer questions.

Asphalt Overlay and Concrete Replacement

Concrete replacement began April 24th and asphalt milling began on May 1st with both operations starting on Lincoln Avenue. The sidewalk on Lincoln Avenue is scheduled to be completed by Friday May 5th. All business access has been maintained during the work. Concrete work will move to Four O'clock Road on May 10th. No detours or closures are expected for Four O'clock Road.

When the Lincoln Ave asphalt was milled, there were large areas with insufficient asphalt thickness in the existing pavement. In order to increase the thickness, the entire pavement was removed between French Street and Harris Street and the block was closed to traffic. This block will remain closed until the street is repaved the week of May 8th.

The intersection of N. French Street and N. Main Street will be closed from May 8th to May 12th for installation of storm sewer and repaving. During this brief closure, southbound traffic (traffic on SH 9 travelling to Main Street) will be detoured to Park Avenue at the N Main/Park Ave roundabout and northbound through traffic on Main Street will be detoured to Park Avenue at the Main Street/Ski Hill Rd intersection. Main Street will remain open up to N. French Street at all times for local traffic.

The segment of N. Main Street, between French Street and the SH 9 roundabout, will also be closed beginning May 8th for a full-depth asphalt replacement. During the first portion of the closure, when the French Street intersection is closed, traffic will be detoured to Park Ave and Ski Hill Road. During the second part of the closure, when the French Street intersection is reopened, traffic will be detoured to French Street and Park Ave. Main Street is expected to be reopened by May 17th.

Updated information on traffic impacts can be found at www.BreckRoads.com. Summit Daily News print ads and door-to-door outreach to impacted businesses have also been completed.

Both asphalt and concrete work began in the core of Town in order to complete these areas during the shoulder season. The work on Ski Hill Road is currently scheduled for fall.

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

- N. Main Street (French Street to City Market Roundabout)
- Lincoln Ave (Main Street to High Street)
- Four O'clock Road (Park Ave to End of Road)
- Tiger Road (Clubhouse Drive to Gold Run Road)
- Ski Hill Road (Pedestrian Bridge to Boulder Circle)

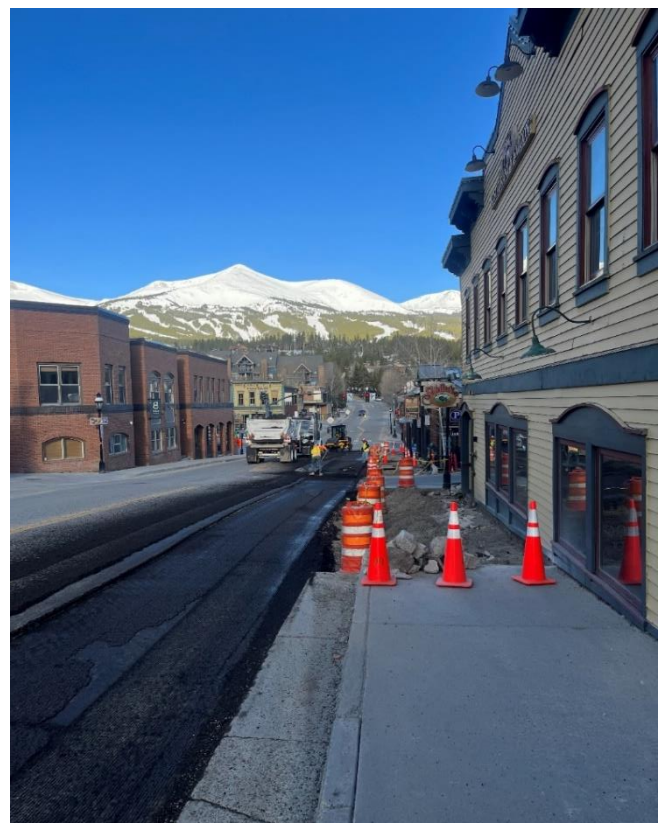
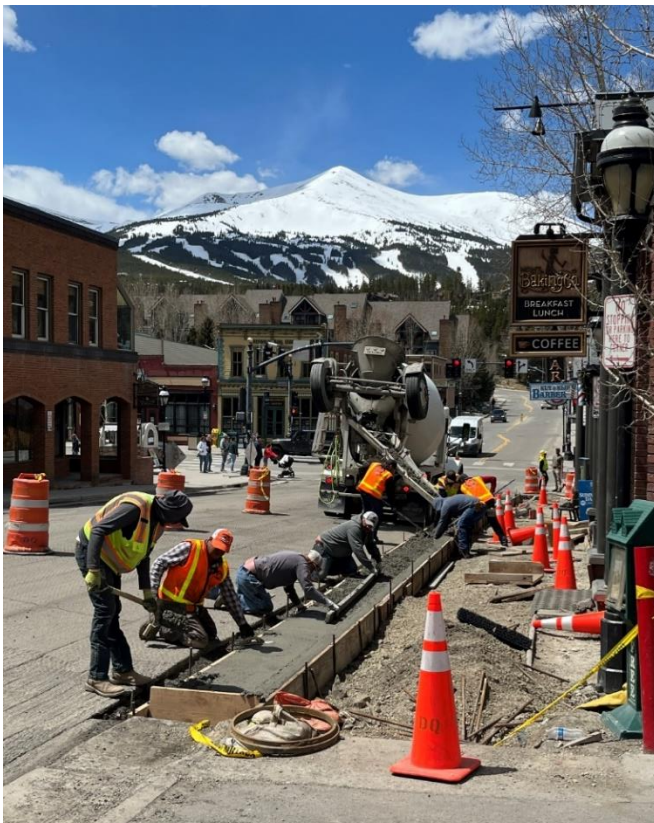
The concrete replacement project will replace damaged concrete curb, valley pan, driveways, and sidewalk at the following locations:

- Main Street
- Ski Hill Road
- Lincoln Ave

- Four O'clock Road
- La Cima Mall frontage
- Post Office frontage
- Town Hall
- E. Adams

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



In the left photo above, concrete is being replaced for curb and gutter and sidewalk on Lincoln Ave. In the right photo above, asphalt is being milled in preparation for an asphalt overlay on Lincoln.

Blue River Rebuild Project & Coyne Valley Road

The Blue River rebuild project reconstructed the failed river segment along the McCain parcel in conjunction with replacement of the undersized culverts that pass the river under Coyne Valley Road. The remaining work on the project for 2023 includes installation of the planting materials along the river and Open Space parcel and completion of the updated floodplain mapping. A schedule has not been established with the contractor for this season’s work.

Coyne Valley Road was substantially completed in fall 2022, but several items were not completed due to winter weather conditions. The Contractor, Naranjo Civil Constructors, returned this week to finish the stone veneer work on the bridge columns. Naranjo will also complete revegetation, pavement striping, and final cleanup work this spring. The final work is scheduled to be completed by June. Additionally, landscaping will be planted near the river culvert in conjunction with the Blue River Rebuild project.

Budget:

Project Funding	
2022 Capital Fund -Culverts	\$3,500,000
2022 Capital Fund - River	\$4,500,000
2022 Supplemental Appropriation	\$1,858,500
2023 Open Space Fund	\$ 100,000
TOTAL:	\$9,958,500



The stone caps at the top of the bridge columns were finished this week. The dirt shoulders and areas in the background of the picture will be graded and revegetated in the coming weeks.

Upper Flume Drainage Repair

The project has been awarded to the low bidder, Naranjo Civil Construction. Construction may begin in early June, depending on weather conditions and runoff in the area. Roads will not be closed for the construction, but the Upper Flume trail will be closed for a portion of the project.

Budget:

Project Funding	
2023 CIP	\$350,000
TOTAL	\$350,000

Sidewalk Master Plan: Broken Lance Sidewalk

Construction is scheduled to begin in late-May and be completed by July 2023. The project was awarded to Columbine Hills Construction. The roadway will remain open during construction, but short delays should be expected while work is occurring.

Budget:

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

Parks Projects Update

The Town of Breckenridge Parks Division is committed to keeping the Town parks maintained, clean, beautiful, and safe while also meeting the Town’s sustainability goals as outlined in the Sustainable Breck Plan, Town of Breckenridge Water Efficiency Plan, and the Blue River Watershed Regional Water Efficiency Plan. Over the past few years, the Parks division has taken steps to make operations more sustainable. Some of these changes include:

- Utilizing electric vehicles for Parks operations: Ford Lightning and two GEM electric utility carts.
- Purchasing electric landscape equipment: leaf blowers, weed trimmer, pole saw, and chain saw.
- Sending staff to be Qualified Water Efficient Landscaper (QWEL) certified.
- Evaluating flower basket locations and producers.
- Composting dead flowers and re-using flowerpots.
- Gathering broken sleds and certain flower containers to support the Precious Plastics program. The Parks division recycled 935 lbs. of sleds in 2022 and 1,481lbs. in 2023 through Breck Create’s Precious Plastics program.

- Looking at areas where the irrigation and grass can be removed and replaced with native species.
- Evaluating planted areas for irrigation needs and considering xeriscaping and zeroscaping.
- Received a grant for bear-proof trash and recycling containers to replace old containers throughout town. All containers to have consistent messaging with nationally recognized Recycle Across America (RAA) signage.
- Revegetating with wildflower seed mixes containing only native and pollinator-friendly species

Parks Plan 2023

The Parks Division has begun transitioning into the summer season. This past week, Parks started putting out more bear-proof containers, picnic tables, and benches. Parks is assisting Sustainability with installing new e-bike share racks and hubs throughout Town. Parks has begun prepping the Kingdom Park ballfields and synthetic field. The greenhouse will be installed in early June in anticipation of the flower deliveries. We expect to have flowers planted by the end of June. We are always looking at ways to reduce our water usage by evaluating the type of irrigation needed, size of areas needing water, optimum time of day or night for watering, and run times. Looking at our sustainability goals for 2023, Parks will implement the following strategies:

- Completing an irrigation audit, which includes recommendations for water consumption reduction, xeriscape and zeroscape, irrigation best practices, smart irrigation control operations, and turf replacement evaluation.
- Sending more staff to be Qualified Water Efficient Landscaper (QWEL) certified.
- Adding water meters to existing irrigation systems to monitor usage and detect leaks.
- Adding smart controllers to irrigation systems to reduce water consumption.
- Removing 12 hanging flower baskets from the Highway 9 median between Valley Brook and CR450.
- Adding colorful banners on poles in the Highway 9 median between Valley Brook and CR450.
- Evaluating more electric landscape equipment including a lawn mower, broom, and snow blower.
- Replacing a gas-powered TORO utility vehicle with an electric TORO utility vehicle.
- Evaluating planting areas to see if native species and low water-consumption plants can be used.
- Applying for a turf replacement grant and evaluating areas to replace grass with low-water alternatives.
- Continuing to compost and re-use materials whenever possible.
- Always looking for ways to best protect and support pollinators.

Kristin Brownson will be available to answer any questions related to the 2023 Parks Plan.



Memo

To: Breckenridge Town Council Members
 From: Mobility Staff
 Date: 5/3/2023 (For May 9—TC Work Session)
 Subject: **Mobility Update**

Parking

Local's Appreciation Month May 1-31 – Free Parking in all Town owned lots

Summer Parking Plan in South Gondola Lot

- June 1st – June 29th
 - Pay Parking 10am – 3pm for \$0.50/hour, every hour (\$2.50 maximum for all day parking)
- June 30th – September 10th
 - Pay Parking 10am – 3pm
 - \$1.00 for 2 hours; \$0.50/hour for hours one and two
 - \$15 flat rate for all day
 - Free after 3pm

Transit

Summer Service will begin May 26th and requires 36 drivers, of which, we have 31 hired with 3 additional in the hiring pipeline. The Purple Route survey [HERE](#) is open until May 15th. After public feedback is received, we may see some adjustments to this route. Beyond that, below is our summer service package:

Routes	Summer 2023 Schedule	Frequency
Gray AM	6:15AM - 7:15PM	15 Minutes
Gray PM	7:15PM - 11:15PM	30 Minutes
Gold	6:15AM - 11:15PM	30 Minutes
Purple A*	6:15AM - 11:15PM	30 Minutes
Purple B*	6:30AM - 11:30PM	30 Minutes
Green	6:15AM - 11:15PM	30 Minutes
Trolley	11:00AM - 8:00PM	30 Minutes
Schedule requires 36 drivers		
*Purple Survey is ongoing to help determine service levels		

Upper Warriors Mark Shuttle (UWMS)

Ridership was up 5% to 23,318 total. Total season ridership is below:

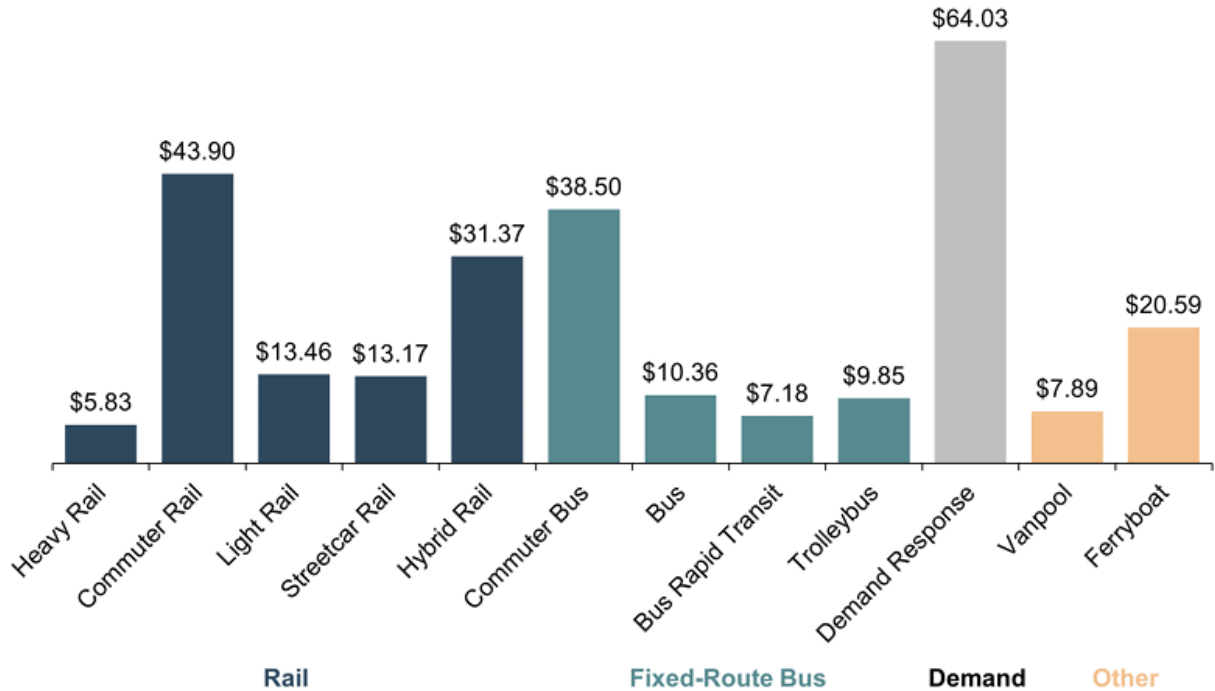
Ridership	2023	2022	2021	2020
Nov	396	0	0	1328
Dec	4765	4564	1549	3688
Jan	5788	6314	2660	5596
Feb	6226	4352	2731	5167
March	5346	5943	38	2870
April	797	932	223	0
Total	23318	22105	7201	18649

February saw the highest increase in ridership and the one week earlier start in November saw roughly 50 additional riders per day

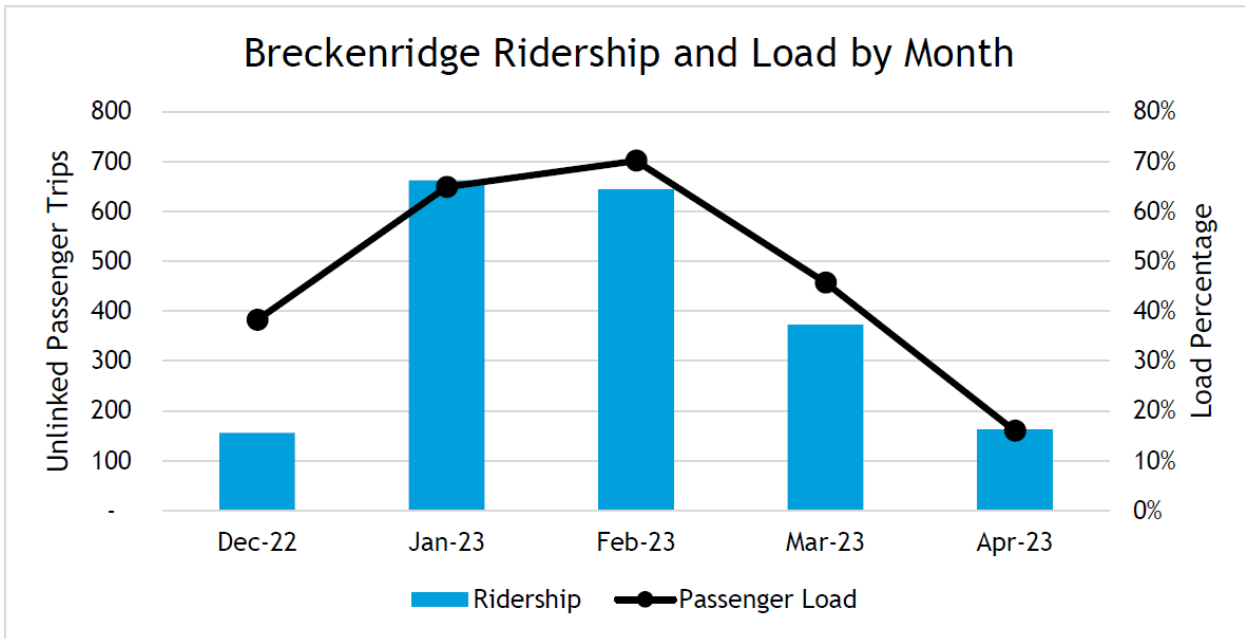
Over the course of the season, we averaged 169 riders per day, with a daily service cost of \$1,080. This breaks down to \$6.39 per one-way ride, known in transit terms as Unlinked Passenger Trip (UPT). Additionally, the average trip on this route is 1.7 miles

- For comparison, in 2021 the national average cost per UPT for Bus transportation was \$10.36 and 3.7 miles
- The 2022 UPT cost for our Breck Free Ride was \$6.81. This is based on the 948,400 riders we reported to the FTA and our total expenses of \$6,467,967

For further reference, here is the 2021 FTA chart for UPT by transit mode:



Snowstang



Snowstang Unlinked Passenger Trips by Line

Route	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Arapahoe Basin	95	429	355	244	249	
Breckenridge	156	662	644	373	163	
Copper Mountain	161	722	617	452	252	
Loveland Ski Area	164	459	562	411	203	
Steamboat	31	139	81	84	28	
Total	607	2,411	2,259	1,564	895	

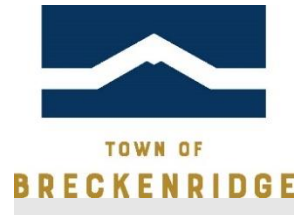
Snowstang Round Trip Load Factor by Line

Route	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Arapahoe Basin	23%	42%	39%	30%	25%	
Breckenridge	38%	65%	70%	46%	16%	
Copper Mountain	39%	71%	67%	55%	28%	
Loveland Ski Area	40%	45%	61%	50%	23%	
Steamboat	12%	25%	16%	21%	27%	
Snowstang Average	32%	52%	54%	43%	21%	

Snowstang Revenue (Breckenridge)

Type	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Fares	\$ 1,621.86	\$ 9,356.34	\$ 8,981.31	\$ 5,903.15	TBD	

Note: All figures are net revenues (less refunds and platform fees) totaled by date of redemption.



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 5/9/23
Subject: Sustainability Update

PAYT/URO – The commercial grant application for Universal Recycling compliance is open. \$60,000 in funding is available for grant awards up to \$2,500 in 2023. We will process applications first come first serve until funding is no longer available. Two applications have been received so far. Both URO and PAYT hardship applications can be found at www.sustainablebreck.com/zerowaste. We don't expect residential PAYT applications until after new service is billed and could be anytime this fall based on hauler roll out.

WM sent out a customer mailer providing PAYT information and requesting input on new container sizes. A copy is attached. There appeared to be some miscommunication between corporate marketing and the local team. A WM container is preferred but not required.

Council posed a question at the April 25 meeting about group accounts, which are defined as “[a]ny group of residential customers that have individual containers but receive solid waste collection under a subscription or contract that collectively serves multiple residences. If a group account changes to shared containers [dumpsters] it shall be considered a commercial customer.” The “[l]icensee shall provide trash collection service in a manner that results in a selection by each individual resident of a level of service from the range of volume-based service options.” The same base rates should apply in these group accounts, the residents being able to choose their cart sizes. The HOA can also negotiate pricing with their contractor or go out to bid for new service. The deadline for haulers to have group account compliance is April 1, 2024.

Plastic Pollution – Staff is working with the BTO and voluntary businesses who have offered to help develop a cohesive “Skip the Stuff” point of sale educational piece. Based on Council’s feedback at the April 25th meeting, Staff will also develop a list of specific items included as single use food serviceware for the [business FAQ page](#). Additionally, Staff has clarified self-service stations are allowed under the current ordinance. Finally, the [SEPA toolkit](#) has been updated with images of allowable food serviceware and food containers.

Staff is working to update stores who were previously exempted from filing the disposable bag fee and to educate them about the new requirements. Many exemptions have gone away between the plastic bag prohibition in 2021 and the most recent carryout bag fee changes. Staff will be vetting exemption requests and Finance will issue new bag fee returns to several businesses who were previously exempted.

Once this outreach for the upcoming summer is complete, Staff will return to Council with additional recommendations and clarifications on the plastic prohibition before the townwide deadline next year. On the list to discuss will be refining the definition of “container”, clarifying “drinking water”, addressing questions around inventory of existing material, increasing penalties, and clarifying “sale” vs. “distribute.”

Material Management – On May 1 keycards were deactivated for most users that still had outstanding MMF invoices. Signs were posted at all enclosure entrances directing users to contact Public Works if their keycard did not work. Staff is working on direct outreach to these users, via phone and email. This will continue until all users have either paid their MMF or opted out of the program. Staff is working to reach 100 percent compliance by the end of May.

MMF Compliance Rates (as of May 1)

- 183 invoices sent out
- 114 users (62%) have paid resulting in \$76,662.87 in revenue
- 10 users (6%) have opted out (all Tier 1 users) resulting in \$3,795.20 in lost revenue
- 59 users (32%) have outstanding invoices

Staff continues to monitor the shared enclosures for illegal dumping and educational opportunities. Staff is preparing for increased occurrences of illegal dumping with seasonal housing changes and non-compliant users having reduced access to enclosures after May 1. The shared enclosures and the TOB facility enclosures will be pressure washed on May 16 & 17 as part of our maintenance schedules.

For Town Clean-up Day on May 20, the Town will be piloting a new reuse program for cups at the Riverwalk Center. The Town has partnered with [r.Cup](#) out of Denver to provide reusable cups for all beverage options during the event. We are working with Joe Taddeo and Breck Create to implement this at future events.

Breck E-Ride- Staff and Drop Mobility are completing final touches on the app, website, signage, and launch logistics. Our Parks division is assisting with some minor site work at a few hub locations to get them prepared for hub placement. Drop anticipates bikes will ship from their west coast warehouse on 5/10, and expect them to arrive in Breckenridge by 5/16, where Drop staff will complete final assembly, attach decals, and perform final safety checks and inspections. We expect to have at least half of the system's bikes and hubs deployed by our launch at Town Clean Up Day, Saturday May 20th, which will be the first day people can sign-up and use the program. We anticipate having the full system deployed within the 1-2 weeks that follow. At the launch (5/20), we are planning to do a brief ribbon cutting ceremony at 1pm. Any town council members that are available and interested in participating should email Peyton Rodger's, and meet at the E-ride tent on the riverwalk lawn a few minutes prior. Staff plans to do outreach to HOAs and/or property managers for the workforce housing developments that will have an E-ride hub nearby.



PO Box 85, Silverthorne, CO 80498

Dear WM Customer:

With the new Pay-As-You-Throw ordinance, you can choose from three sizes of WM-provided trash carts (96, 64, 32-gallon). Your monthly service charge will range from \$30* to \$78* per month depending on the size of trash cart chosen. Recycling in a 96-gallon cart is included in trash price; 64-gallon is also available instead of 96-gallon at no added cost.

Use your phone camera to scan the QR code below or input the link into your Internet browser to make your cart selection.

Your response by May 31, 2023 is appreciated.

<https://tinyurl.com/833c927e23s>



**Plus energy surcharge*



quadiant

FIRST-CLASS MAIL
PRSR - IMI

\$000.39¹

04/25/2023 ZIP 77002
043M31219364

US POSTAGE

[Redacted]

[Redacted]

[Redacted]

PO BOX [Redacted]

BRECKENRIDGE, CO 80424-6668

65

21 BMHHNMP 80424





New Ordinance for Waste Collection

The towns of Breckenridge and Frisco have passed a new "Pay-As-You-Throw" ordinance for waste collection. This new ordinance scales pricing to the size of your residential trash cart and requires recycling.

YOUR ACTION IS NEEDED

Scan the QR code with your phone camera or use the link on the reverse side to select your new trash cart size. You will indicate what size cart you have and what you want to change to. **Please respond by May 31, 2023.** WM will compile the responses received, swap/deliver carts by the end of July and adjust your account. Note: Service in WM carts will be required going forward.

Responses received after June 1 will be processed and carts swapped/delivered within 90 days. **Residents must choose their trash cart size no later than August 1, 2023,** or WM will default to the existing WM trash cart size at the new price and will deliver a recycling cart to comply with the ordinance.

For information about the ordinance, please visit www.townofbreckenridge.com

TRASH CART SIZES



96-gallon \$78* 64-gallon \$54* 32-gallon \$30*

RECYCLE CART SIZE



96-gallon Included with trash 64-gallon Included with trash

66

HOUSING COMMITTEE MEETING MINUTES

4/11/2023
10:30 – Noon

AGENDA

- Maintenance Policy – Wellington Rollout
- Lottery Progress – Verbal
- Proposition 1 23 – State Affordable Housing Fund (Opt In / Opt Out)
- Lease to Locals Preservation Program
- Buy Down Update / Housing Helps
- Other Items
 - Wellington AMI*
 - UBSD*
 - Block 11 Update (mechanical and flood)*

*(added after agenda posted)

NOTE: Committee Comments / Minutes from the 4/11/2023 meeting are highlighted in a text box on pertinent slides. Attendees – Todd Rankin, Carol Saade, Shannon Haynes, Rick Holman, Mark Truckey, Julia Puester, Laurie Best, Melanie Leas and Corrie Burr.

MAINTENANCE PLAN ROLL OUT AND LOTTERY PROCESS (VERBAL)

Laurie Best shared the rollout of the maintenance plan for Wellington, LP and Vista Point. Continue the work that was already done in several neighborhoods with homeowners given the option to sign on to the new deed restriction. Goal is to roll out in May and work with each neighborhood on options.

Going forward, deed restrictions require a lottery. We will likely include this in the new deed restriction for maintenance. The plan is to engage with the neighborhoods to consider barriers and interest in the lottery plan. Code amendment for Workforce Housing Rules & Regulations will be presented to the Council in May for lottery process and parameters. Priority options will be considered at that time (possibly extra submission for work in town, living in Basin for a set minimum of (5-10) years, owning other property, first time homebuyer etc.). Discuss with Council at second April meeting for lottery options.

Pull priority from other areas (Silverthorne, Pitkin Cty) and consider any disparity that could be created with priority. Get feedback from equity partners at the meeting on 4/13/23 and run through the Equity worksheet.

Affordable Housing Support Fund

DOH will utilize its 40% of the funds for:

1. Affordable Home Ownership Program - up to 50%
 2. Program Servicing Persons Experiencing Homelessness - up to 45%
 3. Local Planning Capacity Development Program - up to 5%
- \$58 million from 2022-23 budget year (transferred July 1, 2023)
 - \$116 million from 2023-24 budget year (transferred July 1, 2024)



Prop 123 - Local Planning Capacity Development

Grants to local governments to increase capacity of local govt planning departments responsible for processing land use, permitting, and zoning applications for housing projects.

- Fast-track and other streamlining development processes and systems/technologies
- Land use code amendments that effectively streamline development review (e.g., admin approval)
- Staff or contractor assistance to review aff housing applications within expedited timeline
- Once first commitment accepted, future commitment development

DLG's next steps, in partnership with DOH:

- Additional outreach and engagement for input on this grant program
- Engage planners and developers to create Fast-Track guidance, templates
- Assistance needed to develop this first commitment?



COLORADO

Department of Local Affairs

Division of Housing

Prop 123 - Affordable Home Ownership Program

CHFA

Down-payment assistance to first-time homebuyers (prioritize first-generation):

- Up to 120% AMI

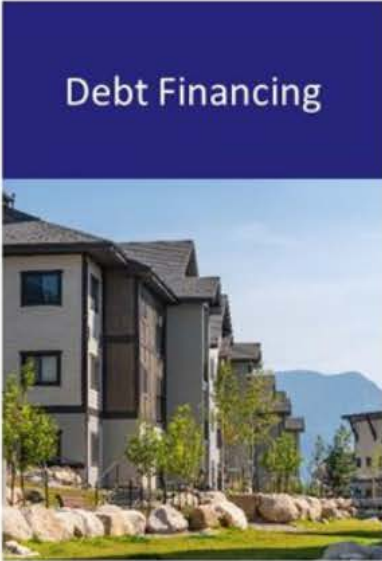
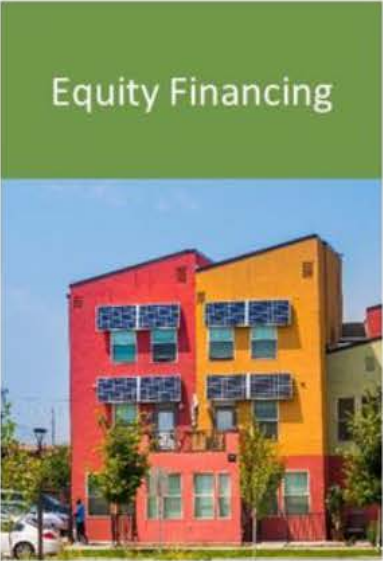
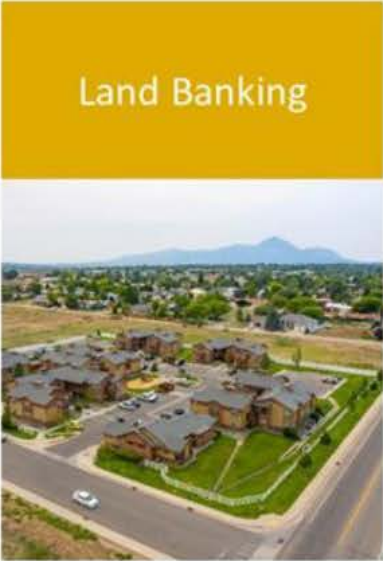
Grants and loans (up to 100% AMI):

- Non-profits and community land trusts to support affordable home ownership
- Groups or associations of mobile home owners to assist with the purchase of their park



Affordable Housing Financing Fund

Affordable Housing Financing Fund
Office of Economic Development and International Trade (OEDIT), Administered by CHFA



financing fund



COLORADO
Department of Local Affairs
Division of Housing

Land Banking, Equity Financing, Debt Financing

priorities

Projects that achieve high-density housing, mixed-income housing, and projects consistent with the goal of environmental sustainability will be prioritized.



COLORADO

Department of Local Affairs

Division of Housing

BRECKENRIDGE BASELINE FOR PROP 123

There isn't much of the DOH money (40% of the fund) we can use, but the CHFA portion could be usable. We must meet the minimum requirements on this slide which are 60% AMI for rental or 100% AMI for sale. No downside to opting into Prop 123. Can't opt in until May and must do it before September. This allows us to apply for additional grant funds. The Committee supports opting into Prop 123.

Locality Name	Income Limit Type	Affordable Housing Baseline Estimate	Three Year Commitment Estimate	Annualized Commitment Estimate
Bow Mar Town	Own AMI - Jefferson County	7	1	1
Bow Mar Town	State Median Income	5	1	1
Branson Town	Neighboring AMI - Baca County, Bent County, Costilla County, Huerfano County, Las Animas County, Otero County, Pueblo County	14	2	1
Branson Town	Neighboring AMI - Colfax County, NM	14	2	1
Branson Town	Neighboring AMI - Union County, NM	14	2	1
Branson Town	Own AMI - Las Animas County	14	2	1
Branson Town	State Median Income	14	2	1
Breckenridge Town	Neighboring AMI - Clear Creek County, Park County	212	20	7
Breckenridge Town	Neighboring AMI - Eagle County	213	20	7
Breckenridge Town	Neighboring AMI - Grand County	92	9	3
Breckenridge Town	Neighboring AMI - Lake County	94	9	3
Breckenridge Town	Own AMI - Summit County	202	19	7
Breckenridge Town	State Median Income	92	9	3



LEASE TO LOCALS PRESERVATION PROGRAM

Landing Locals, now rebranded as PlaceMate, is currently rolling out a Housing Preservation Program for Truckee, CA to address those already renting long term. The program is a 5-year deed restriction with a deed of trust added to the property with grants ranging from \$15,000 to \$20,000 total. Some parameters of the Truckee program include:

1. Total roll out budget of \$500,000
2. There will be an application and lottery if more than 25 people apply
3. They will have an established scoring system to qualify applicants
4. Rent caps by unit size are expected with the deed restriction
5. The Deed Restriction runs with the property even if sold during the 5 years



The Committee appreciates the program option but is not supportive of a short-term deed restriction. Could work if L2L continues so we have a STR to LTR conversion but doesn't work as well as a stand-alone program. Money could be used in different ways, possibly rental assistance.

BUY DOWN PROPERTY UPDATE

Buy Down Cost per Unit and Bedroom - 2023 Sales

RED = Sold

BOLD = under contract

	Purchase Date	Purchase Price	Projected Date	Projected Price	Beds	Bath	Total Cost of Buy Down	Cost per bedroom		Activity Code
High Tor #9*	6/3/2022	\$725,000	3/1/2023	\$422,518.80	2	2	-\$302,481	-\$151,241	-41.72%	709281039
58 Magnum Bonum	10/3/2022	\$820,000	1/10/2023	\$532,475.94	3	2	-\$287,524	-\$95,841	-35.06%	709281047
Highland Greens 309*	3/30/2022	\$400,000	4/21/2023	\$400,000	1	1	\$0	\$0	0.00%	709281014
Grandview B10 (ready)	10/4/1991	\$0	2023	\$350,000	1	1	\$350,000	\$350,000		?
Grandview B9*	3/31/2022	\$636,000	4/28/2023	\$325,000	1	1	-\$311,000	-\$311,000	-48.90%	709281030
Tannhauser II, Unit 10 cc	4/25/2022	\$650,000	3/22/2023	\$330,291.15	1	1	-\$319,709	-\$319,709	-49.19%	709281032
Wildflower A110*	5/5/2022	\$550,000	3/29/2023	\$293,911.03	1	1	-\$256,089	-\$256,089	-46.56%	709281038
Blazing Saddles*	5/13/2022	\$519,000	2023	\$315,000	1	1	-\$204,000	-\$204,000	-39.31%	709282041
Grandview C3*	4/22/2022	\$810,000	2023	\$525,000	2	2	-\$285,000	-\$142,500	-35.19%	709281034
Val d'Iserre 109 (ready)	4/9/2008	\$0	2023	\$300,000	1	1	\$300,000	\$300,000		?
Val d'Iserre 111 (ready)	6/26/2019	\$335,000	2023	\$300,000	1	1	-\$35,000	-\$35,000	-10.45%	709281005
Val d'Iserre 207	4/23/2021	\$425,000	2023	\$350,000	1	1	-\$75,000	-\$75,000	-17.65%	?
Val d'Iserre 308	8/18/2008	\$0	5/26/2023	\$275,000	1	1	\$275,000	\$275,000		?
Sky Park 207	6/12/2021	\$420,000	2023	\$300,000	1	1	-\$120,000	-\$120,000	-28.57%	709281015
Highland Greens 205*	3/27/2020	\$400,000	5/5/2023	\$400,000	1	1	\$0	\$0	0.00%	709281013
Peak 8 Village E42	10/18/2021	\$735,000	2023	\$525,000	2	1	-\$210,000	-\$105,000	-28.57%	709281023
Ptarmigan 305	4/22/2008	\$0	2023	\$300,000	1	1	\$300,000	\$300,000		?
Gold Camp A48	4/29/2022	\$815,000	2/24/2023	\$503,824.87	2	2	-\$311,175	-\$155,588	-38.18%	709281033
		\$8,240,000		\$6,748,022	24		-\$1,491,978	-\$62,166	-29.95%	

* currently for sale

2023 Acquisitions	Purchase Date	Purchase Price	Sale Date	Sale Price	Beds	Bath	Cost of Buy Dov	Cost per Bedroom		Activity Code
Forest Haus 201	5/3/2023	\$699,000	2023	\$525,000.00	2	1	-\$174,000	-\$87,000	-24.89%	709281049
Villas at Swans Nest 1904	4/25/2023	\$825,000	2023	\$620,000.00	2	2	-\$205,000	-\$102,500	-24.85%	709281050

Remaining In Assets

Held for Sale	Purchase Date	Purchase Price								
Blue 52	2/21/2018	\$408,000		Berlin Placer 9						
Kingdom Park 850	10/14/2021	\$849,000		Berlin Placer 10						
McAdoo	6/30/2022	\$1,223,633.84	expensed	Block 11 (27 apartments)						
Schoonover	11/1/1987	\$100,000		Wayside						
Valley Brook Bldg										
Gold Camp C66	12/3/2021	\$650,000	2023	\$500,000	2	1	-\$150,000	-\$75,000	-23.08%	709281026

HOUSING HELPS UPDATE

Summit County has reduced funds for Housing Helps which will impact our ability to meet the 2023 goal of 20 units. We are current at 6 properties completed, 4 new applications and 2 already approved.

Summit County is no longer funding current homeowners and are very selective on the properties they will fund. We may need to focus more on light deed restrictions and in-Town for current owners.

Budget assumes 20 units at \$130k with County funds. Without the County, our average cost is around \$200k each.



Silver Shekel Housing Helps 12/2022



The County program is on hold with providing Housing Helps to current homeowners and the higher deed restriction. They will still work with the Town on acquisitions at the light deed restriction level, but they are more selective on the properties.



Gold Camp Housing Helps 3/2023

OTHER ITEMS — WELLINGTON / LP AMI

The Committee agreed to have a plan in place to offer the updated deed restriction on a case-by-case basis when there is an income restriction conflict in Wellington and Lincoln Park.

AMI Caps in Wellington 2 and Lincoln Park are becoming an issue with higher priced homes and higher interest rates. There are no income-capped homes in Wellington 1, but Town Council, at the time, felt Wellington 2 needed income caps. Lenders are struggling as the AMI we have as “over income” is what they need to qualify for the mortgage. We have a request for an exception to an income-restricted Lincoln Park home.

A normal family making a \$200,000 salary with \$50,000 down at 7% can get approved for a \$500,000 mortgage.

Staff requests for the Committee to consider an exception to allow:

1. A family at 210% AMI to buy where the cap is 180% AMI, OR
2. Permit the sale to occur based on the commitment to reduce to part time for one person in the household.

Wellington 2 / Lincoln Park Covenant AMI Cap matrix

EXHIBIT C TO AMENDED AND RESTATED PHASE II EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

Affordability Benchmarks

<u>Building Type</u>	Purchase Price	Purchase Price	Purchase Price	Purchase Price	<u>Total</u>
	Affordable to Under 80% <u>AMI</u>	Affordable to Under 100% <u>AMI</u>	Affordable to Under 120% <u>AMI</u>	Affordable to Under 150% <u>AMI</u>	
Single Family		22	57	8	87
Double House		26			26
Quad / Town Houses	15				15
Total	15	48	57	8	128



Memo

To: Breckenridge Town Council Members
From: Corrie Burr
Date: May 9, 2023 Town Council Meeting
Subject: May 3, 2023 Child Care Advisory Meeting Report/Minutes

The Child Care Advisory Committee held a regular meeting on May 3, 2023. Committee members present: **Greta Shackelford, Scott Perlow, Leslie Davis, Britton Fossett, Johanna Gibbs, Diana Morain and Jay Beckerman.** Staff from the Town of Breckenridge included **Shannon Haynes, Julia Puester, Mark Truckey, and Corrie Burr.**

Program Updates

We have processed 57 applications and have 2 new applications in process that just received a spot in a center. We have submitted and received \$80,345.97 of our \$100k Circle Grant. With the new sliding scale model families are seeing an average increase in assistance of \$3,203 per year. The range is from \$535/year to \$7,628/year per child. The sliding scale is working, so those needing more assistance are receiving more and we are serving a higher income with the increase in rates at the center, but we only have 3 families over 150% AMI. We continue to take families with approved changes as the new program will not start paying for tuition until September 1st.

The sliding scale will morph a bit as we move to the County Wide Tuition Assistance program to match closer to how SPK is configured to make calculations easier, but in reviewing this with ECO, families will fair slightly better with the new set up.

Transition to County Wide TA - the program application is OPEN!!!!

The application opened on May 1st. There is now one application for all funding options in Summit County, so families can all be sent to ECO for child care needs and help with paying for child care. The centers all requested a meeting with ECO to fully understand the parameters of the program as they are the first line of discussion on the program and the biggest support for families. This meeting is on Thursday, May 4th. Starting in September, the funds from the program will go from ECO directly to the centers based on enrollment and qualifications. The Committee also requested more information on the advisory committee for the new program and how operational and review decisions are made moving forward.

Summit County Child Care Tuition Assistance

Summit First Steps: Ages 0-3 & Summit PreK: Ages 3-5

ELIGIBILITY CRITERIA FOR TUITION ASSISTANCE

Age eligibility:

- **Summit First Steps 0-3:** Birthday on or after October 2, 2020
- **Summit PreK 3-5:**
 - SPK 3 - born on or before October 1, 2020
 - SPK 4 - born on or before October 1, 2019
- Participating preschool programs, child care centers and family child care providers must have a child care license in good standing from the Colorado Department of Human Services and must have a Colorado Shines Quality rating of 2 or above: [Current SCTA Provider List](#)
- Families must live and/or work in Summit County.
- At least one member of the household is required to work for a business located in and serving Summit County.
- To access full time childcare schedule for **FIRST STEPS** (4 or 5 days/ week) Both parents must work 30 + hours / week and be under 180% [AMI](#)
- Self-employed applicants must maintain an average income that exceeds their business expenses and must show that his/her taxable gross income divided by the number of hours of care used.

[Application](#) is launching soon! Be sure to use the checklist to start collecting required documents to have a complete application, including the employer verification form.

All questions can be directed to : summitprek@earlychildhoodoptions.org or 970-406-3060.

Marketing materials on the next page.

SUMMIT TUITION ASSITANCE



Apply online at Eco1.SMapply.org

Summit First Steps

- Serving those children under the age of three by 10/1. So those who have yet turned 3 by 10/1/2023.
 - 180% AMI
 - Must live or work in summit county
 - One parent must work with an established business within summit county.
 - Funding coming from all municipalities in summit county and SCG(summit county government)

Summit Pre-K

- Serving those children whom turn 3 or 4 by 10/1/23.
 - Credit awarded to families making under \$250K
 - Must live or work in summit county
 - One parent must work with an established business within summit county
- Funding from StrongFuture Initiative

SCAN ME



CONTACT US:

970-406-3067

Apply online at
Eco1.SMapply.org

Summitprek@earlychildhoodoptions.org

Upcoming Child Care Changes in the County

1. Smith Ranch – now named [Wildflower Nature School](#) can take up to 75 kids per day (6 weeks to 5 years old). Tiernan Gannon is the Executive Director (Mountain Top Explorium). This is set to open in the fall and their waitlist is already available.



2. Copper Mountain will open a new child care facility with 40 spots by the end of the year. They will prioritize Copper staff and residents, but it is open to the public. It is not for visitors.
3. Vail Resorts currently has 15 spots for VR staff but is expanding to 22 spots with accepting BGV employee kids.
4. In Home Centers Closing – there are 4 in-home centers in Summit County that are closing by the end of the year which accounts for 24 to 32 spots per day.
5. The Summit School District has preschool programs at the following elementary schools: Dillon Valley Elementary, Frisco Elementary, Silverthorne Elementary, Summit Cove Elementary and Upper Blue Elementary. No class on Wednesday and serve 3-4 year olds and some of the schools have up to 3 preschool classrooms.

Breckenridge Centers

Are all operating above 90%

The waitlist data is better, but still needs some fine tuning to have completely accurate data. All 3 large centers have lists around 275 to 300 with 30-40 that are not born yet. The need is still very much infant / toddler. With the new centers and the additional SSD preschools, the need is for the younger kids. Whatever we add or build, infant / toddler needs to be the focus which would require more subsidy.

The Committee requested for staff to dig deeper into data to understand the true need of child care once the new centers open across the County. This should include where they live / work and therefore the best child care match and child age. Also vetting the current waitlist across the County to have accurate numbers of the actual need in Breckenridge. The Committee feels that the Town should hold on plans for a new center until we know more about the actual need. None of the centers support trying to get to a situation where there is no waitlist at all as that could create a situation of competition and potentially empty spots. In the end, we need to know the real need in the community before looking at an additional center. The Committee would like to see the waitlist database be upgraded to require parent engagement each month to remain on the list. Staff will look into ways the current program could expand or change to help with future planning.

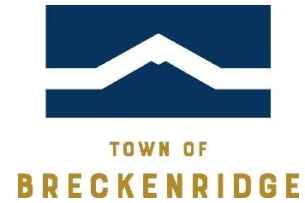
The Committee is supportive of looking at a subsidy program for infant / toddler rooms or an infant / toddler school. This will be discussed further in the future once the need is more apparent. The Committee also discussed Housing subsidies for people wanting to start a licensed, in-home center.

The TLC expansion is moving along. Soil tests and the survey were completed last week, we are just waiting for the report. After that, we can start bidding the project and working through Planning. TLC is currently working on the integration plan for this room and is leaning toward young toddler to get the maximum number of spots for the room. This will be fully vetted prior to breaking ground.

The centers are all doing great with staff and are now down to normal turnover in employees. This is a great shift in our child care programs.

Adjourned at 11:45 a.m.

Staff will be available at the Town Council meeting for questions.



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Town Clerk
Date: 5/4/2023
Subject: Committee Reports

Meeting minutes attached from the following committees:

- Police Advisory Committee
- Liquor and Marijuana Licensing Authority
- Summit Stage Advisory Board

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	Included
Police Advisory Committee	Chief Jim Baird	Included
Recreation Advisory Committee	Scott Reid/ Molly Boyd	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	Included
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 following is a recap of the most recent **Police Advisory Committee** (PAC) meeting, held on Wednesday, May 3, 2023. Meetings are held bimonthly. The reporting individual to the Council is Chief of Police Jim Baird.

Committee: Police Advisory Committee (PAC)

Chief Jim Baird

2023 Community Representatives in attendance: Doug Blake, Dick Carlton, Dave Askeland, Jim Trisler, Javier Gaspar-Guitierrez, Phil Gallagher.

Chief Baird and PAC members discussed the following:

- **Recruiting and Hiring process:** PAC was given a hiring update and told we have three students graduating from the CMC Police Academy June 8th. We have several candidates in the hiring process and have seen a marked increase in interest from quality candidates over the past few months.
- **The PAC Committee:** Chief Baird asked the group a series of questions about what the Committee should look like moving forward. A discussion ensued with several members agreeing that the group has value but would like to open the opportunity to serve on the committee to a wider range of residents than is currently represented. Several suggestions were made regarding who should be represented and what type of commitment would be needed. It was agreed that the next PAC meeting would be hosted as an “open house” event, intended to have potential members come and meet staff and determine if they would like to join the group.

The next PAC meeting will be held September 6, 2023.

Breckenridge Liquor and Marijuana Licensing Authority
Regular Meeting
Tuesday, March 21, 2023

- 1) Oath of Office - Swear in new Authority Member
New Liquor & Marijuana Licensing Authority (LMLA) Member Haley Littleton was sworn in prior to the meeting.
- 2) Call to Order, Roll Call
Chair Conway called the regular meeting of Tuesday, March 21, 2023, to order at 9:01 am. The following members answered roll call: Authority Member Lovely, Authority Member Girvin, Authority Member Littleton, and Chair Conway. Authority Member Zimmerman was absent.
- 3) Approval of Minutes
With no changes or corrections to the meeting minutes of February 21, 2023, Chair Conway declared they would stand as approved.
- 4) Approval of Agenda
Ms. Helen Cospolich, Town Clerk, stated there were two changes to the agenda, one was to add a renewal that was submitted late, and the other was a new change of trade name for The Dog Haus (different from what was included in the packet). With no additional changes to the agenda, Chair Conway declared the agenda would stand as approved as amended.
- 5) Consent Calendar
 - a) Liquor Consent Calendar
The Liquor Consent Calendar stood approved as amended.
 - b) Marijuana Consent Calendar
The Marijuana Consent Calendar stood approved as submitted.
Ms. Girvin asked if marijuana stores were required to grow products on site, and Ms. Kirsten Crawford, Town Attorney, stated that is no longer a requirement.
 - c) Tobacco Consent Calendar - None
- 6) Public Hearing for New License Application
 - a) Next Ventures 4 LLC d/b/a The Carlin Breckenridge
200 N Main St
Hotel & Restaurant License

Owner Phillips Armstrong and Attorney Adam Stapleton were present on behalf of the new license application. Mr. Stapleton stated Mr. Armstrong has experience with 9 years in the restaurant business, and he currently has 5 other operations in the state of Colorado. He further explained Mr. Armstrong has had no liquor violations in his other establishments, and all of them have liquor licenses. Mr. Armstrong stated The Carlin is essentially three businesses in one building, including a hotel, a restaurant and a tavern, and they are planning to open on Memorial Day. He further stated this is a Hotel and Restaurant License for the

entire building, and all 20-25 employees will be TIPS trained. Mr. Armstrong stated he is excited to bring the brand to Breckenridge. Ms. Girvin asked about families checking into the hotel and Mr. Armstrong stated that staff will card everyone responsible for booking a room (must be over 21 years). Ms. Girvin asked Mr. Armstrong to clarify the ID practices for the restaurant and tavern, and Mr. Armstrong stated they will ID everyone according to the law. Ms. Littleton stated she will be interested to see how the lower-level tavern is turned around from what was previously in that space. Mr. Armstrong stated they spared no expense in that building and are excited to bring a new hotel to Breckenridge. He further clarified that the ground floor will be a cocktail bar (tavern) and the main floor will be the restaurant.

Chair Conway opened the public hearing. There were no comments and the public hearing was closed.

Ms. Littleton made a motion to approve the new Hotel and Restaurant License for Next Ventures 4 LLC d/b/a The Carlin Breckenridge, at 200 N. Main Street. The motion passed 4-0. Ms. Zimmerman was absent.

- 7) Transfer of Ownership Applications
 - a) Kim Irlande LLC d/b/a Breckenridge Ale House
520 S Main St, Units 2N & 2O
Transfer of Ownership of a Hotel & Restaurant license from Breckenridge Alehouse LLC d/b/a Breckenridge Ale House & Pizza

The owners were not present on behalf of the transfer of ownership application so the item was removed from this agenda and will be moved to the soonest meeting the applicant will be able to attend.

- 8) Informal Discussion
 - a) Police Department Update
Assistant Chief Deric Gress stated nothing unusual occurred over Spring Break and St. Patrick's Day.
 - b) Town Clerk Update
Ms. Cospolich informed the Authority that the Hotel & Restaurant liquor license for Blue River Concepts LLC dba Modis, at 113 S Main St is currently expired, after many attempts to remind them to renew. She stated the license expired on February 7, 2023. Ms. Cospolich informed the Authority that after discovering they were still open and serving alcohol after the expiration date, she and Deputy Clerk Tara Olson put up No Valid Liquor License signs in the premises windows on February 23, 2023, and spoke with the owners, manager, and chef. All pertinent parties are aware that they cannot serve alcohol until their liquor license is reactivated. She further stated the business has 180 days to reactive the license, as long as it still has possession of the premises.

Breckenridge Liquor and Marijuana Licensing Authority
Regular Meeting
Tuesday, March 21, 2023

The Authority members thanked Ms. Cospolich for the update and noted that it is important to understand that no action has been taken on this license at this time, but it has not been renewed to this point.

- c) Public Comment
There was no public comment.

- 9) Adjournment
With no further business to discuss, the meeting adjourned at 9:37am.
The next regular meeting will be held on April 18, 2023. Submitted by Helen Cospolich, Town Clerk, CMC.

ATTEST:

Helen Cospolich, Town Clerk

Ace Conway, Chair

Summit Stage
April 26, 2023
Transit Board Meeting

Operations:

- 45 full time drivers, 2 drivers in training, 5 in hiring process
- Have done 2 job fairs and one more scheduled April 28th
- Summer service schedule begins May 7th and will remain at hourly intervals
- DoubleMap, the bus tracking application used at the Stage, was bought out by a much larger company, TransLoc
 - Working on a new contract with expected service improvements

Ridership:

- Total March 2023 fixed-route ridership was 162,198, a .68% increase from March 2022 ridership of 161,095
- Ridership changes by Route March 2022 vs. March 2023:

Route	% Difference (Gain / Loss)
Breckenridge - Frisco	-3.9%
Frisco - Silverthorne	-4.1%
Copper - Frisco	14.1%
Keystone/Dillon/Silverthorne	-3.1%
SMF Breck - Keystone	3.9%
SMF Keystone - ABasin	-4.9%
Boreas Pass Loop	-10.2%
Free Ride Purple Contract	-11.2%
Silverthorne Loop	20.5%
Wilderness Loop	10.6%
Blue River Commuter	169.2%
Lake County Commuter	18.3%
Park County Commuter	78.5%

Comparisons are for hourly service in both 2022 and 2023

Other Items:

- Microtransit feasibility study has received 3 emails, no bids yet. Close date may be extended beyond May 18th
- Transit to Trails is coming back this year with a large sign at stations and signs/maps at the 10+ bus stops nearest trailheads
- Reintroduction and initial discussion of creating an RTA (Regional Transportation Authority). Initial discussion that this would serve all of Summit County, and specific portions of Park, Lake, and Grand counties. Will be a topic for deeper discussion over the coming months; currently no urgency for a decision

Tax Receipts:

- Mass Transit Tax collection as of March 31, 2023 of \$4,239,196
- \$32,875,559 Estimated ending fund balance



Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation/Programs
Date: 5/3/2023
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on Wednesday, May 5, 2023. Below you will find the meeting minutes and a link to the SEPA calendar. Effective May 4, 2023 events held on TOB property or any new permitted SEPA event will have to comply with a new “Sustainability Agreement” as it pertains to single use plastics. New SEPA processes have reflected that change. 4th of July details were shared from multiple different event producers. BTO and TOB are looking at acquiring two small portable water filling stations. There are no additional items of note.

**Minutes
Breckenridge Events Committee
Wednesday, May 3, 2023
*Right event, right time, right result***

Attending: Michele Chapdelaine, Maddie Schilling, Jon Dorr, Shannon Haynes, Lucy Kay, Neal Kerr, Andy Banas, Carrie Benefiel, Cait McCluskie, Dave Feller
Guests: Sarah Wetmore, Majai Bailey, Ashley Zimmerman, Cathy Boland, Juli Rathke, Kathryn Slaughter Mallory Gemlo, Holly Blando, Melissa Andrews

I. Michele called the meeting to order at 9am.

- a Committee Member Roll Call.
- b A motion was made to approve the April 5, 2023 meeting minutes.
M/S/P

II. Upcoming Events

a 6.9-10.23 10 Mile Pride

- Friday, DEI Workshop 4:00pm - 5:30pm @ Town Hall, followed by Fireside Chat @ RMU (upstairs). Saturday, Yoga 9:00am - 10:00am @ Riverwalk Lawn, Advocacy (12:00pm-1:00pm) @ Arts District, Entertainment & Cocktail Caravan 1:00pm - 4:00pm @ Arts District, Pride Ride 4:30pm - 5:30pm @ Arts District
- BTO shared 10 Mile Pride website for feedback
<https://hblando5.wixsite.com/my-site>

b 7.4.23 Fourth of July Activation

- **Main St. Parade / BTO** – Planning for traditional Main Street Parade. Booked Denver Broncos Stampede Drumline for event, and a high school marching band from Minnesota. CJ Mueller will read the declaration of independence.
- **Breck History** is planning to host their annual locals event on the Barney Ford Lawn.
- **Firecracker 50 & Independence Day 10K/ Rec** – 10k trail running race on the morning of 4th of July. Starting and ending at Carter Park. Expecting 400-500 runners. New – introducing toddler Sparkler 50 yd Race on Main 8:30-8:45am on

Main St, followed by Firecracker 50. Rec Center's 2nd year as the producer of the Firecracker 50. Can take up to 750 participants.

- **BCA Arts District Activation** - Family friendly programming Chalk Art contest on Washington St. Arts District Campus & Barney Ford lot activities include dog costume contest, face painting, carnival games, crafts & other activities. Airstage will be set up in the Barney Ford lot for live music and other on-stage activities. Beer garden on OMH patio.
 - **NRO** – Patriotic Concert kicks off at 6pm in RWC. Ticketed event. Same set up as prior years.
- c **Shop Third Thursdays in Breckenridge** – BEC reviewed concept for new event proposed by Summit Chamber on behalf of Breckenridge Retailers. Concept of “Third Thursdays”, a monthly series highlighting the Third Thursdays in Breckenridge. Retailers would be open during event hours and would offer special deals, etc. to encourage the locals to come out and shop. Targeting Sept '23 – June '24. Interested in allowing retailers to give away alcohol during these events and working with the Town to waive parking fees during event hours in some months. Would take July & Aug off.
- Before further consideration, the BEC would like to see a more structured concept, detailing how the local retail community plans to invest in activating the event. BEC would also like to see a list of retailers interested in participating.

III. **Pending SEPA** - Committee reviewed the list of pending SEPA's and had no concerns.

IV. **General Updates and Discussions**

- a **Update from Sustainability Sub-Group** – Celebrating a few solid small wins with new requirements around Travel Demand Management (TDM) and ToB Plastic Ordinance. Looking closely at how compliance will be enforced with events going forward.
- Town testing r.cup at Breckenridge Town Clean Up Day. r.Cup brings environmental solutions to the live events industry through an integrated end-to-end reusable cup systems for large-scale venues and events.
- b Water Trailer Update– TC will review revised proposal next meeting. Looking at Quench Solo portable water filling stations. Minimal purchase from what we were first looking into. Goal to start with two.
- c SEPA updates – application has been updated with specific questions around revised event Strategic Goals, and detailed requirements around the Plastic Ordinance, Travel Demand Management Messaging.
- d Potential Showing of 'Wild Life' – Lucy
- Documentary on conservationists Kris and Doug Tompkins chronically their fight to preserve one the last truly wild places on Earth.
 - Lucy has reached out to Breck Film to see if they would consider showing. Goal to make it accessible to the community.
 - Mike McCormack is possibly looking to bring the winter Triathlon to Breckenridge next March. Fat Tire Biking, Nordic Skate Ski, and Running.

V. **Review Past Events**

- a 4.8.23 Imperial Challenge – Event had minimal impact and saw a record turnout.

VI. **Review Agenda Items for next BEC Meeting – June 7, 2023**

VII. **Meeting adjourned 9:47am**

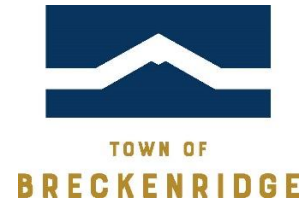
The Breckenridge Events Committee evaluates events against four strategic goals:

- **Build Business** - An event designed to drive revenue for greater business community and /or the event producer.

- **Branding/Media** - An event designed to draw external media (national & international) promoting the Breckenridge brand.
- **Fundraising** - An event designed to raise awareness and funding for a non-profit organization's mission.
- **Resident Focused** - An event designed specifically for residents vs. an event more broadly marketed to visitors and residents.

LINK TO SEPA CALENDAR

<https://calendar.google.com/calendar/u/0?cid=cmN0NTI3bnUwZ2dpZjE2azRyY2ttaGF2cW9AZ3JvdXAuY2FsZW5kYXluZ29vZ2xiLmNvbQ>



Memo

To: Breckenridge Town Council Members
From: Aubrey Ciol, Grants Administrator
Date: 5/3/2023 (For May 9—TC Work Session)
Subject: Grants Update

The Town of Breckenridge Grants Administrator is providing an update on the status of grant submissions, opportunities, and challenges. To date, the Grants Administrator has submitted seventeen grants to both state, federal, and private organizations. Of those that have been submitted, three have been officially awarded, nine are awaiting a decision, and five have not been funded.

The Grants Administrator is working on a process to streamline pre-and-post award management to ensure proposed projects align well with available funding opportunities, and can be managed efficiently post-award. The Grants Administrator will provide a short training to Senior Leadership on June 5th, 2023 on this process.

The attached PDF details grant submissions, and grant opportunities, with the highlighted rows representing new information since the last update on April 11th, 2023.

Grant Submissions with Decision—Highlighted rows indicate new information since last update

Funding Agency/Grant Name	Requested	Project Proposed	Decision
DOLA—IHOI	\$3,000,000	Infrastructure for Stables Housing Project	Awarded \$1.5 Million
DOLA, EIAF	\$750,000	Solar Panels for Alta Verde II	Awarded
Office of Adult and Juvenile Assistance, SMART Grant	\$126,900	Tuition Payments for Police Academy to Recruit Officers and Reduce Barriers	Awarded
Urban Sustainability Directors Network, Emergent Learning Fund	\$20,000	Promote environmental justice by providing qualified residents with payment assistance after PAYT is implemented	Not Awarded—very small pool of funding, and this project was not the best fit for the funds that were available.
DOLA, REDI Grant	\$75,000	Planning for new Bus Barn to Accommodate the size of electric buses and charging infrastructure	Not Awarded—funds available went towards projects that demonstrated rural economic development projects, and this application was a stretch (i.e. did not show job creation, etc.)
CDOT—Revitalizing Main Street	\$125,000	Costs associated with the E-Bike Share Program	Not Awarded—told by CDOT this project was not the best fit for this pool of funding
CDOT—Innovative Mobility Grant	\$36,000	Funds to support the Mayor’s Challenge to develop mobile application for commuters to track non-personal vehicle commutes, and provide incentives to people who use alternative modes of transportation	Not Awarded—application needed to do a better job of demonstrating how data would be gathered to show true behavior change. Also needed to demonstrate better sustainability plan once grant funds ended.
CDPHE—RREO	\$98,370	Trash/recycling audits at public facing receptacles on Main Street, followed by an educational campaign to increase diversion rates among visitors and residents.	Not Awarded—Aubrey and Steve have requested a meeting with CDPHE to defend application. Feedback received from reviewers had comments that the application addressed.

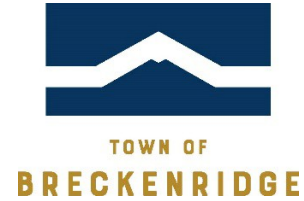
Grant Submissions Awaiting Decision

Funding Agency/Grant Name	Requested	Project Proposed	Date Submitted
CDPHE—RREO Mini Grant	\$11,318	Requested funds to purchase materials to fully enclose glass recycling areas at the Town managed sheds to reduce contamination rates	4/27/23
FTA 5339B/C	\$3,526,200	Funds for electric buses and automated washing station for buses	4/14/23
DOLA—EIAF Grant	\$750,000	Solar Panels for Stables	3/30/2023
DOT—RAISE Grant	\$1,725,000	Planning for new Transit Center	2/28/23
DOT—RAISE Grant	\$1,950,000	Planning for new Mobility Center (Bus Barn at Public Works)	2/15/23
DOLA CDBG (On Behalf of FIRC)	\$600,000	Town submitted on behalf of FIRC to assist with Sol Center	2/15/23
EPA—Solid Waste Infrastructure for Recycling Program	\$500,000	Shared commercial enclosure in a centralized location in the conservation district for single stream recycling, glass recycling, waste, and composting	2/15/23
DOT—ATTAIN Grant	\$5,000,000	Update transit technology on BFR and implement a micro-transit option	11/18/22

Note: While not grant funding, the Grants Administrator submitted a request to Senator Hickenlooper and Senator Bennet’s offices for the Congressionally Directed Spending opportunity. We proposed using funds for Hazard Mitigation, specifically Culvert Inspections. We received a notification that Senator Hickenlooper’s office has passed on this request to the Homeland Security Appropriations Subcommittee. This request is included in the count for the number of grants the Grants Administrator has applied to.

Grant Opportunities

Funding Agency	Possible Use of Funds	Due Date
Bureau of Justice Assistance	Bulletproof vest for PD	6/26/23
Strong Future's (Summit County Gov)	Funds would be used to support the glass recycling program. Kristin B is taking lead for now.	6/15/12
USDOT Safe Streets and Roads for All	Planning dollars to do a safety audit of Breckenridge Streets	7/10/23
CO Clean Fleet Vehicle and Technology Grant Program	Funds would help to transition pieces of equipment from diesel to electric	6/30/23
Economic Development Administration	Could be used to support housing projects	Rolling Basis



Memo

To: Town Council
From: Rick Fout, Chief Building Official
Billy Blevins, Building Inspector II
Date: 5/2/2023 for the Work Session on 5/9/2023
Subject: Work Session: Adoption of the National Electrical Code

The Town is currently using the 2020 National Electrical Code (NEC) which we adopted on July 27, 2021. The NEC is updated and re-published every three years. The State of Colorado adopted the newest NEC, the 2023 version on March 29, 2023. The State has an effective date for this new 2023 NEC code cycle of August 1, 2023. Staff recommends our effective date be as close to that as possible. The neighboring Summit County and Frisco building departments are also adopting the 2023 National Electrical Code, making it effective on or around August 1, 2023, as well. By adopting the 2023 NEC in unison, contractors will have consistent regulations between jurisdictions. This is a required adoption; however, we are sending an email out blanketing the contractors and clueing them in, that it is coming. Furthermore, we do not perceive any significant cost increases associated with this adoption.

A summary of the most important changes to the 2023 NEC:

- It will adapt dwelling load calculations to include Electric Vehicle Service Equipment (EVSE).
- All receptacle outlets in kitchens will require ground-fault protection regardless of their location.
- It will no longer require receptacle outlets on islands or peninsulas in kitchens or other areas that they appear.
- The servicing and maintenance of equipment must be performed by a qualified person (i.e., an electrician).

Staff will be available to answer any questions at the Work Session. First and second readings are scheduled for May 23 and June 13.

Memo

To: Town Council
From: Sarah Crump, Planner II
Date: May 2, 2023 (for meeting of May 9, 2023)
Subject: Work Session: Off-Street Parking Requirements Code Amendments

This work session will focus on recommendations to amend Sections A. and B. of 9-3-8 of the Town's Off Street Parking Requirements. The current parking requirements do not adequately address townhomes that provide for dedicated parking spaces, either attached as a garage or located on each townhome unit's private driveway. This issue was brought to light during reviews for recent townhome development applications, such as Stables Village.

As the parking requirements are currently written, parking maximums for developments with densities greater than duplexes create a situation where it is impossible to meet the parking maximum and allow for an even distribution of spaces for each unit, such as one garage and one exterior space. Staff feels that the proposed approach of applying parking maximums outside the parking service area (Parking District) to only multi-family residential units with a shared parking pool and other non-residential uses is consistent with the initial intent of establishing parking maximums. The concern was the potential to create large expanses of asphalt for shared parking. Driveways for individual homes were not a key concern.

Staff recommends changing the land-use category from "duplex" to "duplex and townhome" both inside and outside the parking service area. Inside the parking service area, Staff recommends allowing the parking maximum to be rounded up for duplex and townhome units to the nearest number that allows for an even distribution of parking between all units that have dedicated parking spaces. Outside the parking service area, Staff recommends a parking requirement of a minimum of two spaces per duplex or townhome unit and no parking maximum for duplex and townhome units.

Staff held a work session with the Planning Commission on this topic April 18, 2023. The Planning Commission agreed with the Staff recommended amendments. Staff has two questions for the Council:

1. Does the Council support the recommended code amendment to change "duplex" to "duplex and townhomes" as a land use category under the existing parking requirements table for Section A. and Section B.?
2. If yes, does the Council support the recommended parking maximums for duplex and townhome units allowing for a parking maximum that could be rounded up to the nearest number that allows for an even distribution of spaces per unit inside the parking service area for Section A.?

The recommended Code amendments are attached, and should the Town Council support the recommended changes, Staff will return at a future meeting with a first reading bill.

Proposed Parking Requirement Code Changes:

9-3-8: Off Street Parking Requirement Sections A. Within the Service Area and B. Outside the Service Area.

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

<i>Land Use Category</i>	<i>Number of Required Off Street Parking Spaces (Per TSF-GFA²⁶ Unless Otherwise Noted); no additional parking shall be allowed.**</i>
<i>Residential:</i>	
<i>Single-family</i>	<i>1.1</i>
<i>Duplex or Townhome</i>	<i>1.1</i>
<i>Multi-family; efficiency, studio</i>	<i>1.1</i>
<i>Multi-family; 1 bedroom plus</i>	<i>1.1</i>
<i>Condominium; efficiency, studio</i>	<i>1.1</i>
<i>Condominium; 1 bedroom plus</i>	<i>1.1</i>
<i>Divisible unit</i>	<i>1.1</i>
<i>Lodging, hotel, motel</i>	<i>1.1</i>
<i>Dormitory</i>	<i>1.1</i>

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

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

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

<i>Land Use Category</i>	<i>Minimum Required</i>	<i>Maximum Allowed</i>
<i>Residential:</i>		
<i>Single-family</i>	<i>2.0 per dwelling unit²⁷</i>	<i>None No maximum</i>
<i>Duplex or Townhome</i>	<i>1.5 per dwelling unit 2.0 per dwelling unit</i>	<i>None No maximum</i>
<i>Accessory apartment</i>	<i>1.0 per dwelling unit</i>	<i>None No maximum</i>
<i>Multi-unit residential and condominiums:</i>		
<i>Efficiency - studio</i>	<i>1.0 per dwelling unit</i>	<i>1.1 per dwelling unit</i>
<i>1 bedroom and larger</i>	<i>1.5 per dwelling unit</i>	<i>1.65 per dwelling unit</i>
<i>Divisible unit</i>	<i>+0.5 for each divisible room</i>	<i>+0.6 for each divisible room</i>
<i>Lodging, hotel, motel</i>	<i>1.0 per guestroom</i>	<i>1.1 per guestroom</i>
<i>Dormitory</i>	<i>0.5 per bed</i>	<i>0.6 per bed</i>

**2 parking spaces are required for the first 3 bedrooms of a single-family residence. For each additional bedroom beyond the first 3 bedrooms, 1 additional parking space shall be required. Note: the required number of parking spaces shall be rounded up to the nearest whole number. Required residential spaces shall be rounded up based on the unit count if parking spaces are assigned.*