



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, September 10, 2024, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/84386186445> (Telephone: 1-719-359-4580; Webinar ID: 843 8618 6445).

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

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - AUGUST 27, 2024

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

- A. PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)
- B. BRECKENRIDGE SKI RESORT UPDATE

V. HISPANIC HERITAGE MONTH PROCLAMATION

- A. PROCLAMATION

VI. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2024
 - 1. *COUNCIL BILL NO. 20, SERIES 2024 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CRAIG CAMPBELL*

VII. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2024
 - 1. *COUNCIL BILL NO. 21, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING CHAPTER 6*

IMPOSING LATE FEES FOR DELINQUENT ACCOUNTS

2. *COUNCIL BILL NO. 22, SERIES 2024 - A BILL FOR AN ORDINANCE ADOPTING LAND USE REGULATIONS FOR NATURAL MEDICINE BUSINESSES*
- B. RESOLUTIONS, SERIES 2024
- C. OTHER
1. *AUTOMATED METERING INFRASTRUCTURE (AMI) WATER METERING SYSTEM UPGRADE PROJECT - PUBLIC HEARING ONLY*
2. *MOTION TO ADOPT TOWN MISSION STATEMENT*

VIII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS

IX. REPORT OF TOWN MANAGER AND STAFF

X. REPORT OF MAYOR AND COUNCIL MEMBERS

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

XI. OTHER MATTERS

XII. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR SEPTEMBER, OCTOBER AND NOVEMBER

XIII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of August 27, 2024, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Jay Beckerman, Carol Saade, Todd Rankin, Carol Saade, Dick Carleton and Mayor Kelly Owens.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – August 13, 2024

With no changes or corrections to the meeting minutes of August 13, 2024, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Haynes stated there was one change to the agenda, which was to remove the update from the Breckenridge Tourism Office. The agenda was approved as amended.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened Public Comment.

With no comments, Mayor Owens closed Public Comment.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2024

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2024

1) COUNCIL BILL NO. 19, SERIES 2024 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CRAIG CAMPBELL

Mayor Owens read the title into the minutes. Ellie Muncy, Planner I, stated this ordinance would approve a development agreement related to a specific property owned by Craig Campbell for the purpose of converting commercial use to employee housing. She further stated the applicant agrees to a deed restriction on the property, and clarified that it would be the standard employee housing deed restriction at 110% AMI for the rental restriction.

Council Member Rankin moved to approve COUNCIL BILL NO. 19, SERIES 2024 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CRAIG CAMPBELL. Council Member Gerard seconded the motion. Mayor Owens thanked Muncy for her work on this development agreement as a win for the Town, and Council Member Gerard thanked the applicant for being receptive to the Town's changes.

The motion passed 7-0.

2) RESOLUTIONS, SERIES 2024

C) OTHER

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

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

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Haynes stated we are planning to start the next Council meeting at 1:00pm so we have time to go through the 5-year projections and CIP budget. She also stated the first meeting in October will be the budget retreat and will likely start around noon.

Town Manager Haynes also stated we will be putting funding in the 2025 budget for pedestrian beacons at the Fairview Roundabout, and staff will encourage the County and other partners to contribute to the cost.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

Council Member Saade stated CAST was in Durango and their tourism office presented regarding accessibility and other initiatives. Council Member Saade also stated there was a presentation on housing conversions (hotels to workforce housing). She stated Summit County also attended and gave a presentation on the SMART program. Council Member Gerard stated there was also a micro-transit presentation, and a conversation about returning state highways to local jurisdictions in town limits. He further stated we are way ahead of other communities in regard to taxing, and it was very informative. Town Manager Haynes stated other communities wanted to know how our plastics ordinance was working.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION

Council Member Beckerman stated there was a site visit to Minnie Mine with the Breck History Board of Directors, and a new chair was appointed. He stated one of the topics was the Slalom Trail, and whether or not to make it “downhill only” or “downhill recommended”, which would address some safety concerns. He further stated BOSAC is exploring trail options for uphill travel and signage in order to recommend direction of travel. Council Member Rankin provided an alternative for the construction of a new uphill trail on Town-owned land, and Council Member Beckerman stated it is complicated with the County, USFS and the Town all owning tracts in that area.

Council Member Page stated the accessible trail in Cucumber Gulch is looking good. Town Clerk Helen Cospolich noted that the trails survey is now live and has been distributed through the regular channels, including social media, radio and print ads. She added that it has also been translated into Spanish and will be published in an upcoming DMMO newsletter.

C. BRECKENRIDGE TOURISM OFFICE

No update.

D. BRECKENRIDGE HISTORY

No update.

E. BRECKENRIDGE CREATIVE ARTS

No update.

F. CML ADVISORY BOARD UPDATE

Council Member Saade stated there was a special meeting prior to the start of the special state session, and the board will regroup after the session.

G. SOCIAL EQUITY ADVISORY COMMISSION

Council Member Saade stated the regular Commission meeting took place last week, and Mayor Owens had a meeting with the community and the BSEAC after that. She also noted that there have been a lot of the comments on social media from the Summit Latino group about regular challenges to getting housing, and the lottery process. Council Member Carleton asked about resources for Spanish-speaking applicants, and Council Member Saade stated we will look into those with the help of the Housing Division. She also stated Yesenia from CMC presented to the Commission regarding economic mobility and data collection for undocumented populations. Council Member Saade stated Breck History is working with indigenous members to establish community connections, and the mini grant applications are in process. She praised staff and the commission for their continued focus on these initiatives, as well as others.

H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE

Council Member Beckerman stated the contract is getting closer and we will have a presentation from the new Master Plan consultant at the next meeting.

X) OTHER MATTERS

There were no other matters.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR AUGUST, SEPTEMBER AND OCTOBER

XII) ADJOURNMENT

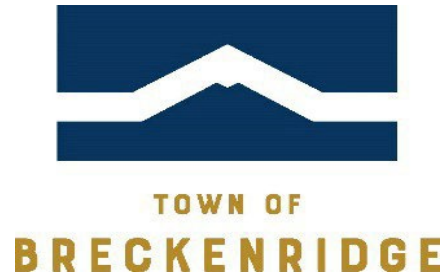
With no further business to discuss, the meeting adjourned at 7:30 pm. Submitted by
Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor

DRAFT



HISPANIC HERITAGE MONTH PROCLAMATION

WHEREAS, the Town of Breckenridge takes pride in its diverse and vibrant community, recognizing the importance of honoring and celebrating the various cultures that contribute our community; and

WHEREAS, Hispanic Heritage Month is observed annually in the United States from September 15th to October 15th, celebrating the histories, cultures, and contributions of individuals and families with roots in Spain, Mexico, Central America, South America, and all Latin American countries; and

WHEREAS, Hispanic Heritage Month provides an invaluable opportunity to reflect upon and honor those traditions, languages, arts, cuisine, and achievements that have enriched our mountain community; and

WHEREAS, Breckenridge is home to many individuals of Hispanic and Latino descent who help shape our community through their hard work, creativity, leadership, and dedication; and

WHEREAS, the observance of Hispanic Heritage Month fosters understanding, inclusivity, and unity among all residents of Breckenridge, regardless of their cultural backgrounds; and

WHEREAS, the Town of Breckenridge seeks to promote an inclusive and welcoming environment that celebrates diversity and encourages understanding among all residents, regardless of their background or heritage; and;

NOW, THEREFORE, BE IT RESOLVED THAT I, Mayor Kelly Owens, do hereby proclaim September 15 through October 15 as Hispanic Heritage Month and call upon all Breckenridge residents to join me in celebrating the cultural achievements of the Hispanic and Latino community, fostering greater understanding and appreciation among our diverse population.

Mayor, Town of Breckenridge

Mayor Kelly Owens

Attest:

Town Clerk



Memo

To: Town Council

From: Ellie Muncy, Planner I

Date: 9/5/2024, for the meeting of September 10, 2024

Subject: Copper Baron Development Agreement (Second Reading): An Ordinance establishing a Development Agreement with Craig Campbell for conversion of Copper Baron Condo Unit 2 from commercial use to employee housing

The Council reviewed this proposal at a Work Session on July 23rd and August 13th, and approved the Ordinance on first reading at the August 20th meeting. There are no changes from first reading. Approval of a Development Agreement is entirely at the discretion of the Town Council. Staff finds that the proposal enables the Town to attain a public benefit not otherwise required by the Development Code. Staff will be available at the meeting to answer any questions.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CRAIG CAMPBELL.

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 is the owner of a condominium unit located at 217 S Ridge St., Copper Baron Condominiums Unit 2, according to the Plat thereof recorded January 20, 1992 at Reception No. 416201, Summit County, Colorado ("Property").

B. Owner intends to submit a Development Permit application to the Town proposing to change the approved use of the Property from commercial office use to residential condominium use.

C. The Town's Community Development Department has determined the proposed change of use would increase the density of the Property by 0.86 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town's Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

D. Owner has requested Town approval for exemptions from Breckenridge Town Code Section 9-1-19-3R regarding excess density and Section 9-1-17-12 regarding transfer of density into the Historic District. Owner has requested that the Town thereafter transfer density to the Property.

E. The Town finds no new square footage is proposed to be constructed in the Historic District to accomplish the change of use.

F. 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.

G. 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 has proposed recording a Restrictive Covenant and Agreement on the Property restricting the unit for employee housing and prohibiting short term rental in the form and substance attached hereto as **Exhibit A**.

1 H. The Town has received a completed application and all required submittals for a
2 Development Agreement, had a preliminary discussion of the application and the term of this
3 proposed Development Agreement, and determined that it should commence proceedings for
4 the approval of this Development Agreement. In accordance with the procedures set forth in
5 Subsection 9-9-10:C of the Breckenridge Town Code, Town Council has approved this
6 Agreement by non-emergency ordinance.
7

8 **Section 2. Approval of Development Agreement.** The Development Agreement
9 between the Town and Craig Campbell is attached to this Ordinance as **Exhibit 1**, Development
10 Agreement with attachments A- Restrictive Covenant and Agreement and B – Density Sunset
11 Covenant, is approved, and the Town Manager is authorized, empowered, and directed to
12 execute such agreement for and on behalf of the Town of Breckenridge.
13

14 **Section 3. Notice of Approval.** The Development Agreement shall contain a notice in
15 the form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
16 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be
17 published by the Town Clerk one time in a newspaper of general circulation in the Town within
18 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
19 Section 24-68-103, C.R.S.
20

21 **Section 4. Police Power Finding.** The Town Council finds, determines, and declares
22 that this ordinance is necessary and proper to provide for the safety, preserve the health,
23 promote the prosperity, and improve the order, comfort, and convenience of the Town of
24 Breckenridge and the inhabitants thereof.
25

26 **Section 5. Authority.** The Town Council finds, determines, and declares that it has the
27 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
28 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
29 Charter.
30

31 **Section 6. Effective Date.** This ordinance shall be published and become effective as
32 provided by Section 5.9 of the Breckenridge Town Charter.
33

34 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
35 PUBLISHED IN FULL this __ day of August, 2024. A Public Hearing shall be held at the regular
36 meeting of the Town Council of the Town of Breckenridge, Colorado on the __ day of ____,
37 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.
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TOWN OF BRECKENRIDGE

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM

Town Attorney

EXHIBIT 1

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of the _____ day of _____, 2024 among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “Town”), and Craig Campbell (the “Owner”).

Recitals

A. Owner is the owner of a condominium unit located at 217 S Ridge St., Copper Baron Condominiums Unit 2, according to the Plat thereof recorded January 20, 1992 at Reception No. 416201, Summit County, Colorado (“Property”).

B. Owner intends to submit a Development Permit application to the Town proposing to change the approved use of the Property from commercial office use to residential condominium use.

C. The Town’s Community Development Department has determined the proposed change of use would increase the density of the Property by 0.86 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town’s Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

D. Owner has requested Town approval for exemptions from Breckenridge Town Code Section 9-1-19-3R regarding excess density and Section 9-1-17-12 regarding transfer of density into the Historic District. Owner has requested that the Town thereafter transfer density to the Property.

E. The Town finds no new square footage is proposed to be constructed in the Historic District to accomplish the change of use.

F. 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.

G. 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 has proposed recording a Restrictive Covenant and Agreement on the Property restricting the unit for employee housing and prohibiting short term rental in the form and substance attached hereto as **Exhibit A**.

H. 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. In accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, Town Council has approved this Agreement by non-emergency ordinance.

Agreement

1. Without requiring additional reviews by the Town's Planning Commission, Town Council has determined that the Owner's Development Permit application for change of use of the property shall be exempt from negative points under Breckenridge Town Code, Section 9-1-19-3R, for the 0.86 SFEs of excess density.

2. Without requiring additional reviews from the Town's Planning Commission, Town Council has determined that Owner's Development Permit application for change of use of the property shall be exempt from Breckenridge Town Code, Section 9-1-17-12, which prohibits transfer of density into the Historic District.

3. The Town shall waive the fees for the Owner's Development Agreement application and Development Permit application.

4. The Town shall transfer 0.86 SFEs of density to the Property from property owned by the Town. The transfer of density shall be evidenced by the Written Covenant, **Exhibit B**, attached hereto and incorporated by reference.

5. After the passage of any time periods within which any referendums, appeals or other challenges to such approvals must be brought, without any such referendums, appeals or other challenges having been filed, commenced or asserted, and prior to the issuance of a Certificate of Occupancy for the proposed change of use, Owner acknowledges they have read and understands the terms of the Restrictive Covenant in the form of Exhibit A and further agrees to record the Restrictive Covenant in the real property records of the Clerk and Recorder of Summit County, Colorado.

6. This Development Agreement creates vested rights for a period of eighteen (18) months, during which time the Owner shall submit to the Town and receive Town approval of a Development Permit application for the proposed change of use. The vested rights shall expire eighteen (18) months from the date of Town Council approval of this Development Agreement, unless substantial construction pursuant to such Development Permit has been completed. Density shall be transferred to the Property by the Town after the Development Permit has been issued and fully executed, and prior to issuance of a certificate of occupancy.

7. Except for a development agreement to extend vested property rights pursuant to section 9-1-17-11 of this title and except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein, the execution of this Development Agreement shall not preclude the current or future 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 from time to time throughout the term of this Development Agreement. Except to the extent the Town otherwise specifically agrees, any development of the Property which is the subject of this Development

Agreement and the Development Permit shall be done in compliance with the then-current laws of the Town.

8. 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) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards.

9. The Town shall not be responsible for and the applicant shall have no remedy against the Town if development of the real property which is the subject of the development agreement is prevented or delayed for reasons beyond the control of the Town.

10. Actual development of the real property which is the subject of this development agreement shall require the issuance of such other and further permits and approvals by the town as may be required from time to time by applicable town ordinances.

11. In connection with an application for a development permit to develop the real property that is the subject of this 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.

12. This Development Agreement shall be binding upon and inure to the benefit of Town, Owner and their successors and assigns.

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

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

15. Owner with respect to its interests or benefits provided for in this Development Agreement 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 such benefits under 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 wrongful intentional act or omission of Owner; any subcontractor of Owner, or any officer, employee, representative, or agent of Owner or of any subcontractor of Owner, or which arise out of any worker's compensation claim of any employee of Owner, or of any employee of any subcontractor of Owner; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

16. Owner with respect to its interests or benefits provided for in this Development Agreement 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 such benefits under 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 wrongful intentional act or omission of Owner; any subcontractor of Owner, or any officer, employee, representative, or agent of Owner or of any subcontractor of Owner, or which arise out of any worker's compensation claim of any employee of Owner, or of any employee of any subcontractor of Owner; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

17. 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.

18. 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 both Town and Owner; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Owner or the acceptance of any improvements.

19. This Development Agreement shall run with title to the land and be binding on the Owners, heirs, successors, and assigns and shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

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

21. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Owner expressly waive their right to bring such action in or to remove such action to any other court, whether state or federal.

22. 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:

Shannon Haynes, 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 J. Crawford, Town Attorney

If To The Owner:

Craig Campbell
PO Box 227
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this paragraph 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.

23. 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.

24. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

Attest:

Town Clerk

By: _____
Shannon Haynes, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2024
by Shannon Haynes as Town Manager and _____, of the Town of
Breckenridge.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Craig Campbell

By:

Owner

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2024
by Craig Campbell.

Witness my hand and official seal.

My commission expires:_____

Notary Public

EXHIBIT A

**RESTRICTIVE COVENANT AND AGREEMENT
(Employee Housing- Development Agreement)**

THIS RESTRICTIVE COVENANT AND AGREEMENT (“**Restrictive Covenant**”) is dated _____, 2024 and is between _____ (“**Owner**”) and TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”). Town and Owner are sometimes collectively referred to in this Restrictive Covenant as the “**Parties**,” and individually as a “**Party**.”

Recitals

A. The Owner owns the real property described in Section 1 of this Restrictive Covenant.

B. The Owner intends to convert existing office space into employee housing.

C. The Owner and the Town entered into that Development Agreement dated _____ and recorded _____ at Reception No. _____ of the real property records of the Clerk and Recorder of Summit County, Colorado (“**Development Agreement**”).

D. It is a condition of the Development Agreement that the Owner create a valid and enforceable covenant running with the land assuring that the real property described in Section 1 shall be used solely by a “Qualified Occupant” as defined in this Restrictive Covenant.

E. The Owner declares and covenants that the regulatory and restrictive covenants contained in this Restrictive Covenant are covenants running with the land and are binding upon the Owner and all subsequent owners of the real property described in Section 1 unless this Restrictive Covenant is released and terminated by the Town.

NOW, THEREFORE, in consideration of the issuance of the Development Permit, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Owner, the Owner and the Town agree as follows:

1. Property Subject to Covenant. This Restrictive Covenant applies to the following real property located in Summit County, Colorado:

(insert legal)

Town of Breckenridge, County of Summit, State of Colorado

also known as: _____, Breckenridge, CO 80424.

2. Definitions. As used in this Restrictive Covenant:

“**AMI**” means the Summit County Area Median Income as published by the Summit Combined Housing Authority or another index acceptable to the Town.

“**Person**” means a natural person, and excludes any type of entity.

“**Principal Place of Residence**” means the home or place in which one’s habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person’s Principal Place of Residence, the criteria set forth in § 31-10-201(3), C.R.S., or any successor statute, shall apply.

“**Qualified Occupant**” means a person 18 years of age or older who, during the entire period of his or her occupancy of the Unit, earns his or her living by working in Summit County, Colorado for a business located in and serving the County at least 30 hours per week, together with such person’s spouse and minor children, if any.

“**Short Term Rental**” means any rental, lease, or occupancy of a Unit for a term of less than three (3) consecutive months.

“**Unit**” means the unit described in Paragraph 1 of this Restrictive Covenant.

“**Utilities**” means the following utilities and services, to the extent such utilities or services are paid or provided for by Owner for the Units: electric, gas, water, sewer, trash, & snow removal.

3. Occupancy Restriction. Except as provided in Section 4, the Unit shall at all times be occupied by Qualified Occupant (s) as their Principal Place of Residence. Owners are prohibited from using the unit as a short term rental.

4. Exceptions. Notwithstanding Section 3, it is not a violation of this Restrictive Covenant if the Unit is occupied or used as the Principal Place of Residence by:

- A. A person who is partially or fully retired as described in the Town’s Administrative Rules and Regulations (see Section 18, below); or
- B. A person otherwise authorized to occupy a Unit pursuant to this Restrictive Covenant who becomes disabled after commencing lawful occupancy of a Unit such that he or she cannot work the required number of hours each week required by this Restrictive Covenant; provided, however, that such person is permitted to occupy a Unit only for a maximum period of one year following the commencement of such person’s disability unless a longer period of occupancy is authorized by Town.

5. Rent or Lease of the Unit. Owner may rent or lease the Unit provided that: (i) the Unit is rented or leased only to a Qualified Occupant(s); (ii) Owner may not permit or consent to any sublease of all or any portion of the Unit; (iii) the Unit may not be rented or leased for a term of

less than 3 months (no short term rental) and (iv) the maximum monthly rent for the Unit (including Utilities) may not exceed 110% AMI. All leases or rentals of the Unit not in compliance with the requirements of this Section 5 are void, and a violation of this Restrictive Covenant.

6. Annual Verification; Other Information.

- A. Owner shall submit to Town upon request any information, documents, or certificate regarding the occupancy and use of the Unit that Town reasonably deems to be necessary to confirm Owner's compliance with the provisions of this Restrictive Covenant.
- B. At the time of purchase, any prospective or new Owner shall execute a Memorandum of Understanding indicating that he or she has read this Covenant in its entirety and agrees to abide by the terms set forth herein.

7. Inspection of the Unit. Owner agrees that Town may enter the Unit to determine compliance with this Restrictive Covenant without an inspection warrant or other legal authorization, subject to the following requirements: (i) entry may be made by Town only between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday; and (ii) Town shall provide Owner and the occupant of the Unit with not less than 24 hours' prior written notice before entering a Unit. If Town complies with these requirements the Owner shall permit Town's entry into each Unit. Town's rights under this Section 7 may also be exercised by Town's authorized agent. If Owner fails or refuses to comply with the requirements of this Section 7 Town shall have the right to obtain access to the Unit in the manner provided by law.

8. Payment of Taxes and Prior Encumbrances. During the term of this Restrictive Covenant Owner shall pay, prior to delinquency, all taxes and assessments levied against each of the Unit, and all amounts due or to become due on account of principal and interest on any prior encumbrance against each of the Unit.

9. Default; Notice. If Owner fails to comply with this Restrictive Covenant, Town may inform Owner by written notice of such failure and provide Owner a period of time to correct such failure. If the failure is not corrected to the satisfaction of Town within the specified time, which shall be at least 30 days after Town mails written notice to Owner, or within such further time as Town determines is necessary to correct the violation (but not to exceed any limitation set by applicable law), Town may without further notice declare a default under this Restrictive Covenant effective on the date of such declaration of default. Town may then proceed to enforce this Restrictive Covenant.

10. Equitable Relief. Town may specifically enforce this Restrictive Covenant. Town may obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction, and permanent injunction to obtain specific performance. Any equitable relief provided for in this Section 11 may be sought singly or in combination with such legal remedies as Town may be entitled to, any pursuant to the provisions of this Restrictive Covenant or under the laws of the State of Colorado.

11. Town Authority To Enforce. The restrictions, covenants, and limitations created by this Restrictive Covenant are only for the benefit of Town, and only Town may enforce this Restrictive Covenant. Provided, however, Town may assign its rights to Town of Breckenridge Housing Authority without prior notice to Owner.

12. Waiver; Termination; Modification of Covenant. The restrictions, covenants, and limitations of this Restrictive Covenant may be waived, terminated, or modified only with the written consent of Town and the then-current owner of the Unit as of the date of such waiver, termination, or modification. No waiver, modification, or termination shall be effective until the proper instrument is executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. Town may also terminate this instrument by recording a release in recordable form without the signature of the then-current owner of each of the Units.

13. Statute of Limitations. Owner hereby waives the benefit of and agrees not to assert in any action brought by Town to enforce this Restrictive Covenant any applicable statute of limitation, including, but not limited to, the provisions of §38-41-119, C.R.S. If any statute of limitation may be lawfully asserted by Owner in connection with an action brought by Town to enforce this Restrictive Covenant, each and every day during which any violation of this Restrictive Covenant occurs shall be deemed to be a separate breach of this Restrictive Covenant for the purposes of determining the commencement of the applicable statute of limitations period.

14. Attorney's Fees. If any action is brought in a court of law by any Party concerning the enforcement, interpretation, or construction of this Restrictive Covenant, the prevailing Party, any at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as costs, including expert witness fees, incurred in the prosecution or defense of such action.

15. Notices. All notices provided for or required under this Restrictive Covenant must be in writing, signed by the Party giving the notice, and shall be deemed properly given when actually received or two (2) days after having been mailed, postage prepaid, certified, return receipt requested, addressed to the other Party at such Party's addresses appearing on the signature pages. Each Party, by written notice to the other Party, may specify any other address for the receipt of such instruments or communications. A notice to any owner of a Unit subsequent to Owner may be sent to the address to which tax notices are sent according to the records of the Summit County Treasurer.

16. Recording; Covenant Running With the Land. The Restrictive Covenant is to be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, and shall run with the land and shall be binding upon Owner and all subsequent owners of the real property described in Section 1 until this Restrictive Covenant is lawfully terminated in the manner provided in this Restrictive Covenant.

17. Town's Administrative Rules and Regulations. This Restrictive Covenant shall be interpreted in accordance with, and Owner shall comply with, the Town of Breckenridge Division of Housing Administrative Rules and Regulations in effect from time to time

throughout the term of this Restrictive Covenant; provided, however, that in the event of a conflict between the restrictions, terms and conditions of this Restrictive Covenant and the Administrative Rules and Regulations, this Restrictive Covenant shall control.

18. Owner To Give Town Notice Of Default Under Other Encumbrance: Owner shall: (i) immediately notify the Town in writing of the receipt of any notice claiming a default under any mortgage, deed of trust, or other lien or encumbrance against the Unit, or a default under any debt or other obligation secured by a mortgage, deed of trust, or other lien or encumbrance against the Unit; and (ii) promptly forward to the Town a copy of any written notice of such default or foreclosure notice received by the Owner.

19. Miscellaneous.

A. Applicable Law. This Restrictive Covenant shall be interpreted in accordance with the laws of the State of Colorado regardless of any law that might require to be interpreted under the laws of any other state.

B. Vesting and Term. Town's rights under this Restrictive Covenant vest upon the execution of this Restrictive Covenant. This Restrictive Covenant shall remain in full force and effect in perpetuity unless terminated in accordance with Section 13. Provided, however, if any of the terms, covenants, conditions, restrictions, uses, limitations, or obligations created by this Restrictive Covenant are held to be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rule imposing like or similar time limits, then such provision shall continue only for the period of the lives of the duly elected and seated members of the Breckenridge Town Council in office on the date of the execution of this Restrictive Covenant, their now living descendants, if any, and the survivor of them, plus 21 years.

C. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Restrictive Covenant.

D. Terminology. This Restrictive Covenant applies to all genders. Unless the context clearly requires otherwise, the singular includes the plural, and the plural includes the singular.

E. Severability. If any provision of this Restrictive Covenant is finally determined to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Restrictive Covenant to fulfill as closely as possible the original intents and purposes of this Restrictive Covenant.

F. Construction. The rule of strict construction does not apply to this Restrictive Covenant. This Restrictive Covenant is to be given a reasonable construction so that the intention of the Parties as expressed in this Restrictive Covenant is carried out.

G. Entire Agreement. This Restrictive Covenant constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Restrictive Covenant, and supersedes any prior agreement or understanding relating thereto.

H. Binding Effect. This Restrictive Covenant is binding upon, and inures to the benefit of, the Parties and their respective heirs, successors, assigns, legal representatives, and personal representatives, and to all subsequent owners of the Unit, or any interest therein.

[SIGNATURE PAGES FOLLOW]

This Restrictive Covenant and Agreement is executed by:

OWNER:

Owner's Address:

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

This Restrictive Covenant and Agreement is executed by:

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

Town's Address:

P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Shannon B. Haynes, Town Manager, and Helen Cospolich, CMC, Town Clerk, of Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

1 **EXHIBIT B**

2
3 **DENSITY SUNSET COVENANT**

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

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

10
11 **Block 2, Rodeo Grounds Subdivision (AKA Rodeo Grounds Future Development)**
12 **(commonly known as the Town’s “Stephen C. West Ice Arena”) (hereinafter referred**
13 **to as “Town’s Property”).**

14
15 2. Pursuant to Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of
16 density from one lot or parcel within the Town to another lot or parcel within the Town may be
17 approved by the Town Council only in connection with the approval of a Development Agreement.

18
19 3. Based on the terms and conditions in the Development Agreement, the use of the
20 Property necessitates a transfer of 0.86 single family equivalents (“SFEs”) of density from the
21 Town’s “Stephen C. West Ice Arena” property to the Property located in the Historic District and
22 described in the Development Agreement as the condominium unit located at 217 S Ridge St.,
23 Copper Baron Condominiums Unit 2, according to the Plat thereof recorded January 20, 1992 at
24 Reception No. 416201, Summit County, Colorado.

25
26 4. The 0.86 of single family equivalents of density previously allocated to Town’s
27 Property are forever extinguished. Following the execution of this Covenant, there will be 70.2
28 SFEs of density remaining on the Town’s Property, of which 44.73 SFEs are assigned to the
29 existing Stephen C. West Ice Arena building.

30
31 4. Following the execution of this Covenant, there will be 0 SFEs of density remaining
32 on Copper Baron Condominiums.

33
34 5. This Covenant shall be placed on record in the real property records of Summit
35 County, Colorado, and the covenants contained herein shall run with the land and shall bind the
36 Town and all subsequent owners of Town’s Property, or any interest therein.

37
38 6. Town’s Acknowledgment of Covenant Validity. Town agrees that any and all
39 requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this
40 Covenant to constitute a restrictive covenant running with the land shall be deemed to be satisfied
41 in full, and that any requirements of privity of estate are intended to be satisfied, or, in the

42 alternative, that an equitable servitude has been created to insure that the covenant herein contained
43 shall run with the land. This covenant shall survive and be effective as to successors and/or assigns
44 of all or any portion of Town's Property, regardless of whether such contract, deed or other
45 instrument hereafter executed conveying Town's Property or portion thereof provides that such
46 conveyance is subject to this Covenant.

47
48 7. Owner Acknowledgment of Use Restriction. The Owner of the receiving parcel
49 acknowledge that the density which has been transferred may be used on the receiving parcel only
50 in accordance with a separate development permit obtained in accordance with the requirements
51 of Chapter 1 of the Breckenridge Development Code.

52
53 9. The execution and recording of this Covenant was authorized by Town of
54 Breckenridge Ordinance No. _____, Series 2024, adopted _____, 2024.

55
56
57 TOWN OF BRECKENRIDGE, a Colorado
58 municipal corporation

59
60
61
62
63 By: _____

64
65 Shannon Haynes, Town Manager

66 OWNER

67
68 By: _____

69 Craig Campbell

70
71 ATTEST:

72
73
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75 _____
76 Helen Cospolich CMC,
77 Town Clerk

78
79
80 STATE OF COLORADO)
81) ss.
82 COUNTY OF SUMMIT)

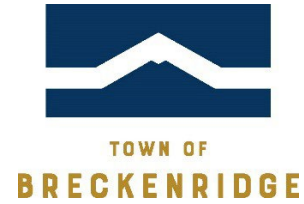
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The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Shannon Haynes, Town Manager, and Helen Cospolich CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public



Memo

To: Breckenridge Town Council
From: Pamela Ness, Revenue Manager
Date: September 3, 2024 (for the September 10th meeting)
Subject: Water Payment Delinquency Fee (First Reading)

Proposal:

Change the water billing delinquency charge to a flat fee of \$15.00. This change aims to simplify billing and ensure fairness.

Background:

Town Code (Ordinance 9 Series 2001) currently imposes a 1.5% monthly delinquency charge for overdue water bills. Staff propose shifting to a \$15 flat fee to simplify and standardize the process. Notably, 20-25% of customers are late in paying their water bills, which significantly increases the administrative time required for the collections process. This proposed change to payment delinquency aims to reduce staff administrative burden while promoting timely payments for this essential utility. The existing 1.5% monthly surcharge on overdue water bills is insufficient to significantly alter customer behavior, because it does not provide a strong enough deterrent against late payments. Additionally, the current process for contacting delinquent customers and managing overdue accounts is complex and resource intensive. This process can lead to inconsistencies in how late payments are handled, potentially resulting in unequal treatment of customers.

The Town is committed to upholding its commitment to diversity, equity, and inclusion. As we consider this amendment, we recognize the importance of ensuring that all community members, are treated fairly and equitably in the utility billing process.

Rationale:

1. **Simplicity and Predictability:**
 - A flat fee is easier for residents to understand compared to a percentage-based charge.
2. **Encouragement of Timely Payments:**
 - A fixed fee provides a clear deterrent against late payments.

Proposed Fees for Delinquent Accounts:

1. **Mailed Shutoff Letters:**
 - **Fee:** \$10.00
 - Covers administrative costs and postage.
2. **Door Hangers:**
 - **Fee:** \$20.00
 - Reflects time and travel for placing the door hanger.
3. **Shutoff and Turn-On Fee:**
 - **Fee:** \$160.00
 - Covers labor and potential snow removal for shutting off and turning on water.

Conclusion:

The proposed fees aim to streamline processes, ensure fairness, and encourage timely payments. Approval of these adjustments will enhance billing transparency and efficiency. Your consideration and approval of these proposed changes are requested; Staff will be at Tuesday's Town Council meeting to address any questions.

1 COUNCIL BILL NO. ____

2
3 Series 2024

4
5 **A BILL FOR AN ORDINANCE AMENDING CHAPTER 6 IMPOSING**
6 **LATE FEES FOR DELINQUENT ACCOUNTS.**

7
8 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
9 **TOWN OF BRECKENRIDGE, COLORADO:**
10

11 **Section 1.** That section 12-6-2 is hereby amended to delete the language
12 stricken and add the language underlined to read as follows:
13 A delinquency charge of one and one-half percent (1 1/2%) per month The department
14 of finance shall impose the following fees for delinquent accounts commencing on the
15 due date:

- 16
17 1. Delinquent Accounts: \$15.00
18 2. Mailed Shut off letter: \$10.00
19 3. Door Hangers: \$20.00
20 4. Shut off and turn on: \$160.00
21
22
23

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

26 **Section 3.** This ordinance shall be effective as provided in Section 5.9 of the
27 municipal charter.
28
29

30 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
31 PUBLISHED IN FULL this ____ day of ____, 2024. A Public Hearing shall be held at
32 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
33 ____ day of ____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
34 Building of the Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

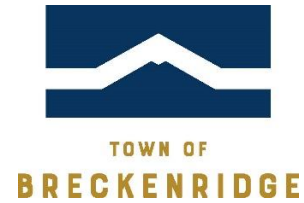
By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

ATTEST:

DRAFT



Memo

To: Town Council
From: Chris Kulick, Planning Manager
Date: 9/5/2024, for the meeting of September 10, 2024
Subject: Natural Medicine Business Land Use Regulations (First Reading)

At the August 13th work session, the Council requested staff establish land use regulations for the location of Natural Medicine specifically, the Council requested that Natural Medicine Businesses be prohibited from locating in the Downtown Overlay District. Based on this direction, staff has prepared an ordinance for first reading that establishes local regulations for the location of Natural Medicine Businesses in the Development Code and specifically restricts Natural Medicine Businesses from locating in the Downtown Overlay District. The proposed Policy additionally requires a minimum separation of 1,000 feet from any Natural Medicine Business to any licensed childcare facility, preschool, elementary, middle, junior, or high school, or a residential childcare facility, as measured as a straight line from the nearest property lines. To illustrate the effect these two layers of restriction present, staff has attached a map that shows the Downtown Overlay District and the 1,000 foot restrictive zones for existing schools and childcare facilities.

Staff Recommendation

Staff recommends the Town Council approve the first reading of an Ordinance to establish local land use regulations for Natural Medicine Businesses.

A BILL FOR AN ORDINANCE ADOPTING LAND USE REGULATIONS FOR NATURAL MEDICINE BUSINESSES.

WHEREAS, Colorado voters approved a citizens’ initiative known as “Proposition 122: Access to Natural Psychedelic Substances,” which is now codified in Colo. Rev. Stat. §§ 12-170-101 through 115 (the “Enabling Act”);

WHEREAS, the Enabling Act decriminalizes the personal possession, growing, sharing, and use, but not the sale, of certain natural medicine substances;

WHEREAS, the Enabling Act allows the supervised use of psychedelic mushrooms by individuals aged 21 and over at licensed facilities and requires the state to create a regulatory structure for the operation of these licensed facilities;

WHEREAS, the Enabling Act prohibits local governments from banning licensed facilities, services, and use of natural psychedelic substances permitted by the Enabling Act, while allowing local governments to adopt local regulations or local licenses governing the time, place and manner of operation of these facilities;

WHEREAS, the State Legislature enacted Senate Bill 23-290, which is codified in Colo. Rev. Stat. §§ 44-50-101 through 904 (the “Act”), to create the regulatory structure for the operation of these licensed facilities, which includes the licensing and registration of facilities and related businesses that provide for the use, cultivation, manufacture and testing of these substances;

WHEREAS, the Act provides that the “state licensing authority” as defined by the Act, will “not receive or act upon an application for the issuance of a natural medicine business license” ... “[f]or a location in an area where the cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine or natural medicine product as contemplated is not permitted under the applicable zoning laws of the local jurisdiction;”

WHEREAS, the Act further provides that the state licensing authority will not receive or act upon an application for the issuance of a Natural Medicine Business License “[i]f the building where natural medicine services are provided within one thousand feet of a child care center; preschool; elementary, middle, junior or high school; or a residential child care facility . . .;”

WHEREAS, the Act further provides that “the governing body of a

1 municipality, by ordinance; . . . may vary the distance restrictions imposed by [the Act]
2 . . . for a License or may eliminate one or more types of schools or facilities from the application
3 of a distance restriction established by or pursuant to [the Act] . . .;”

4 WHEREAS, the Town of Breckenridge’s development code does not establish zone
5 districts only by uses (e.g. residential, commercial or industrial zone districts);

6 WHEREAS, the Town has created overlay districts from time to time to regulate certain
7 specific and new uses;

8 WHEREAS, the Town Council of the Town of Breckenridge desires to enact this
9 ordinance to establish the appropriate areas for the operation of natural medicine businesses
10 that are issued licenses pursuant to Act;

11
12
13 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**
14 **BRECKENRIDGE, COLORADO:**

15
16 **Section 1.** That new definitions be added to section 9-1-5 and placed in alphabetical
17 order to read as follows:

18 **9-1-5: DEFINITIONS:**

19 HEALTH-CARE FACILITY: An entity that is licensed, certified, or otherwise permitted by law to
20 administer medical treatment in Colorado, including a hospital, clinic, hospice entity,
21 community mental health center, federally qualified health center, rural health clinic, organization
22 providing a program of all-inclusive care for the elderly, long-term care facility,
23 continuing care retirement community, or other type of entity where health-care is provided.

24
25 NATURAL MEDICINE BUSINESS: means any of the following entities as defined by state law,
26 as amended from time to time:

27 A. Healing Center: A facility where an entity is licensed by the State Licensing Authority
28 pursuant to article 50 of title 44 that permits a Facilitator to provide and supervise
29 Natural Medicine Services for a Participant.

30 B. Natural Medicine Cultivation Facility: A location where Regulated Natural Medicine is
31 grown, harvested, and prepared in order to be transferred and distributed to either a
32 Healing Center, Facilitator, a Natural Medicine Products Manufacturer, or to another
33 Natural Medicine Cultivation Facility.

- 1 C. A Natural Medicine Products Manufacturer: A person who manufactures Regulated
- 2 Natural Medicine Products for transfer to a Healing Center, Facilitator, or to another
- 3 Natural Medicine Products Manufacturer.
- 4 D. A Natural Medicine Testing Facility: A public or private laboratory licensed, or approved
- 5 by the Division, to perform testing and research on Regulated Natural Medicine and
- 6 Regulated Natural Medicine Product.

7

8 **Section 2.** That a new Policy 53A be added at section 9-1-19-53A, and entitled “Natural

9 Medicine Businesses,” to read as follows:

10 Natural medicine businesses are permissible in accordance with state law except as provided

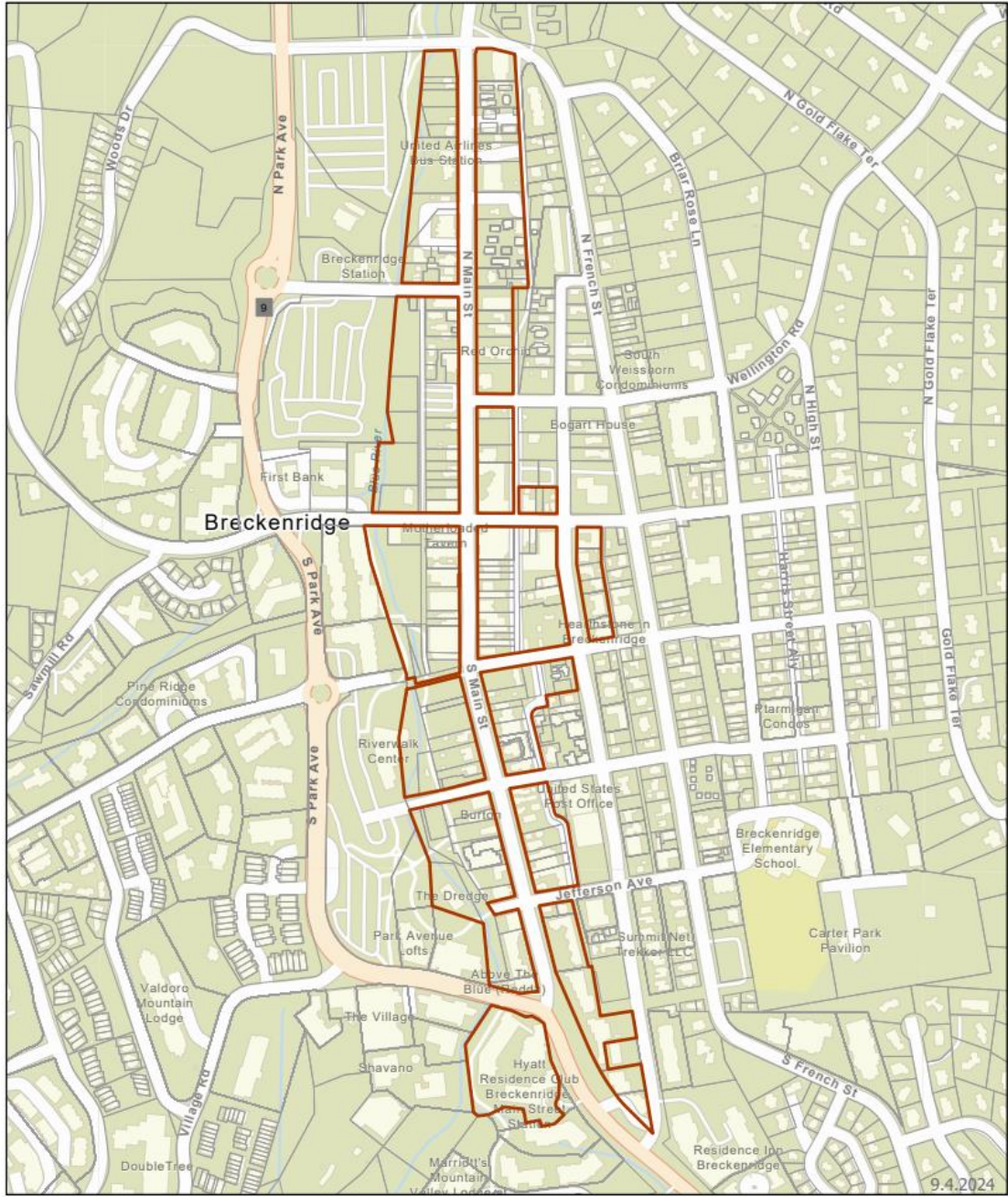
11 by the following zoning and distances restrictions:

- 12 a. Natural Medicine businesses shall not be located within the Downtown Overlay District,
- 13 as shown in section c. of this Policy, unless co-located with an existing Health Care Facility;
- 14 b. Natural Medicine Businesses shall not be:
 - 15 1. Within 1,000 feet of a licensed childcare facility.
 - 16 2. Within 1,000 feet of any preschool, elementary, middle, junior, or high school, or
 - 17 a residential childcare facility.

18 The distances in subsections b. 1 and b. 2 shall be measured as a straight line from the

19 nearest property line.

- 20 c. Downtown Overlay District Map



Downtown Overlay District
Town of Breckenridge

 Downtown Overlay



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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this 10th day of September, 2024. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 10th day of
2 September, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
3 Town.

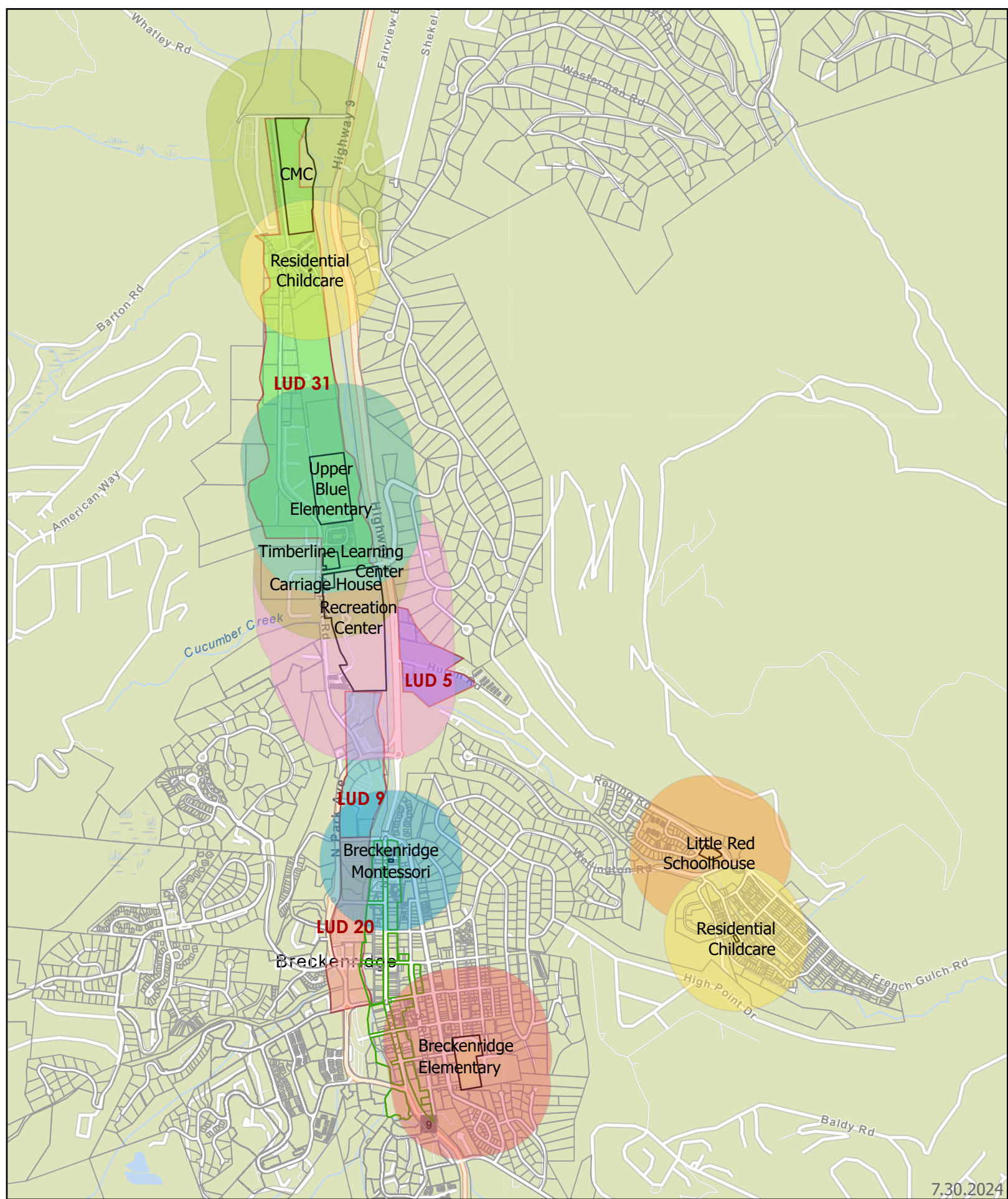
4
5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation

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8
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10 By: _____
11 Kelly Owens, Mayor

12
13 ATTEST:

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

20
21 ATTEST:



7.30.2024

Natural Medicine Center Licensing Areas Town of Breckenridge

- | | | |
|---------------------------|-------------------------|----------------------------|
| Downtown Overlay | 1000 Foot Buffer | Residential Childcare |
| Land Use Districts | Breckenridge Elementary | Recreation Center |
| 20 | Breckenridge Montessori | Timberline Learning Center |
| 31 | CMC | Upper Blue Elementary |
| 5 | Carriage House | |
| 9 | Little Red Schoolhouse | |



Memo

To: Breckenridge Town Council Members
Cc: Shannon Haynes – Town Manager
From: James Phelps – Director Public Works
Date: 9/4/2024 (for Sept. 10th, TC meeting)
Subject: Public Hearing – Automated Metering Infrastructure (AMI)
Water Metering System Upgrade Project



For the past 4 years, the Town of Breckenridge water utility has been planning to upgrade all current residential and commercial water meters. The current water meter system has reached design life and subsequently needs to be physically replaced. The water metering system upgrade project is budgeted for \$5.85M. The funding sources for the project will include \$2.85 from the water utility fund, \$1.0M – Department of Local Affairs (DOLA) Grant, and the balance from a Colorado State Revolving Fund (SRF) loan. The Town previously secured the SRF loan for the second water treatment plant. There are approximately \$2.0M dollars remaining that can be reassigned to the subject project. Colorado Department of Public Health and Environment (CDPHE) requires a public hearing or meeting to inform citizens in the affected area of the proposed drinking water project.

The planned project includes replacement of all water meters in Breckenridge's water system (approx. 5,200 meters) with ultrasonic meters, along with a network to report real time consumption data. Ultrasonic meters will provide leak detection across the system that can assist in locating leaks within homes or buildings as well as help detect water leaks within the distribution system.

As there continues to be increasing awareness of water conservation, the metering system upgrade will provide usage data to support not only water system loss/leaks, but real-time usage data for water customers. The data will also assist for awareness and enforcement of water usage policies.

Due to the age and obsolescence of the current system, it is not possible to avoid this system upgrade. Alternatives that were considered included partial infrastructure replacement solutions compared to a full AMI integrated system upgrade. In analysis, partial replacement lacked the key operational functions which reduce the ability to optimize the operations of the water system.

Public Works - Water Utility has not identified any construction related or environmental impacts outside the water utility personal or agent physically changing out every existing water meter with the new water meter and associated technology.

The water metering system upgrade project aligns with our community sustainability goals and the Town's commitment of the Water Efficiency Plan (2018). The project will enhance the Breckenridge Water utility and provide residents and businesses information to better manage their water usage. With the recent award of the DOLA grant along with remaining fund balance in the SRF loan (unused for the water treatment plant project), the project is fully funded.



TOWN OF
BRECKENRIDGE

Automated Metering Infrastructure (AMI) Water Metering System Upgrade Project

James Phelps – Public Works Director
Laura Lynch - Water Division Manager
Aubrey Ciol – Grants Administrator
Carl Hurst – Iconergy Ltd.



TOWN OF BRECKENRIDGE

Project Description

- 5200 residential and commercial ultrasonic smart meters
- AMI data retrieval network
- Implement consumers data interface
- Implement acoustic leak detection software





TOWN OF BRECKENRIDGE

Problem and Urgency

- Current system is beyond useful life
- Leaks go undetected resulting in total system water losses of 12% to 37%
- Unbilled revenues are approximately \$165k per year





TOWN OF BRECKENRIDGE

Project Alternatives

- Replace reading system only with AMI and use the current water meters
- Replace meters and reading system with AMI
- Replace meters and reading system with AMI plus leak detection





TOWN OF BRECKENRIDGE



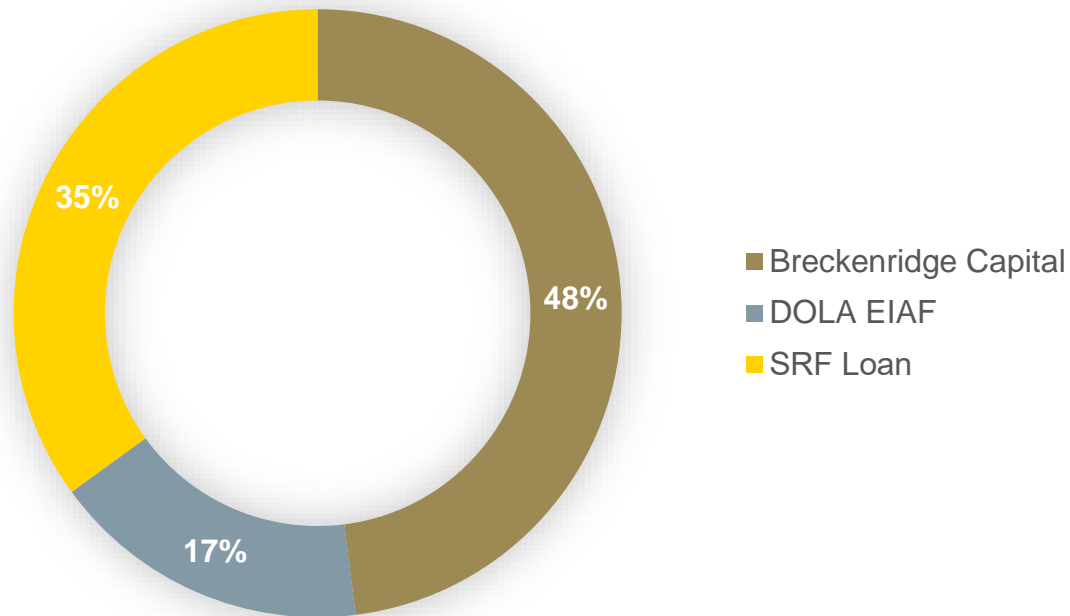
Water Efficiency Plan

- Supply reliable, high quality water to residents and visitors
- Protect the natural environment
- Sustain mountain lifestyle
- Inspire collaboration and stewardship of water resources



TOWN OF
BRECKENRIDGE

Budget Overview



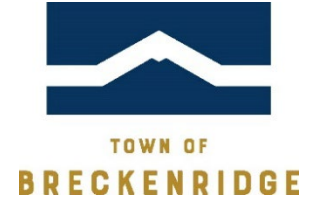
Water rates are planned to remain unchanged at this time



TOWN OF
BRECKENRIDGE

Thank You!

James Phelps
Public Works Director
Town of Breckenridge
James Phelps jamesp@townofbreckenridge.com



Memo

To: Breckenridge Town Council Members
From: Flor Cruz, Community Outreach & Engagement Liaison
Date: 08/04/2024 for 8/10/2024 Town Council Meeting
Subject: Town of Breckenridge Mission Statement Update

The Town of Breckenridge, established in 1859, has long been a community where people from near and far have come to call home. Over the years, the Town has worked diligently to protect, maintain, and enhance its unique sense of community—a community that is both cohesive and diverse, encompassing a wide range of individuals. In line with this commitment, staff and the Social Equity Advisory Commission propose that Town Council approve the following mission statement, which replaces the term “citizen” with “community” (from the original version), to reflect the Town’s core values and dedication to inclusivity:

Proposed Mission Statement:

The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

This proposed mission statement intentionally emphasizes the word "community" to reflect the Town’s core values and dedication to inclusivity. It is important to note that no formal mission statement has previously been approved by Town Council, making this a great opportunity to establish an inclusive mission statement.

Sample Motion:

*“I move to approve the Town’s mission statement in the following form:
The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.”*

Staff will be available at Tuesday’s meeting to answer any questions Town Council may have.



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: September 4, 2024
Subject: Planning Commission Decisions of the September 3, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, September 3, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Wachtel Garage Addition and Kitchen Remodel, 4 Spencer Ct., PL-2024-0341

A proposal for a 428 sq. ft. garage addition to an existing 6,129 sq. ft. residence, interior kitchen remodel, and driveway expansion. *Approved.*

TOWN PROJECT HEARINGS: None.

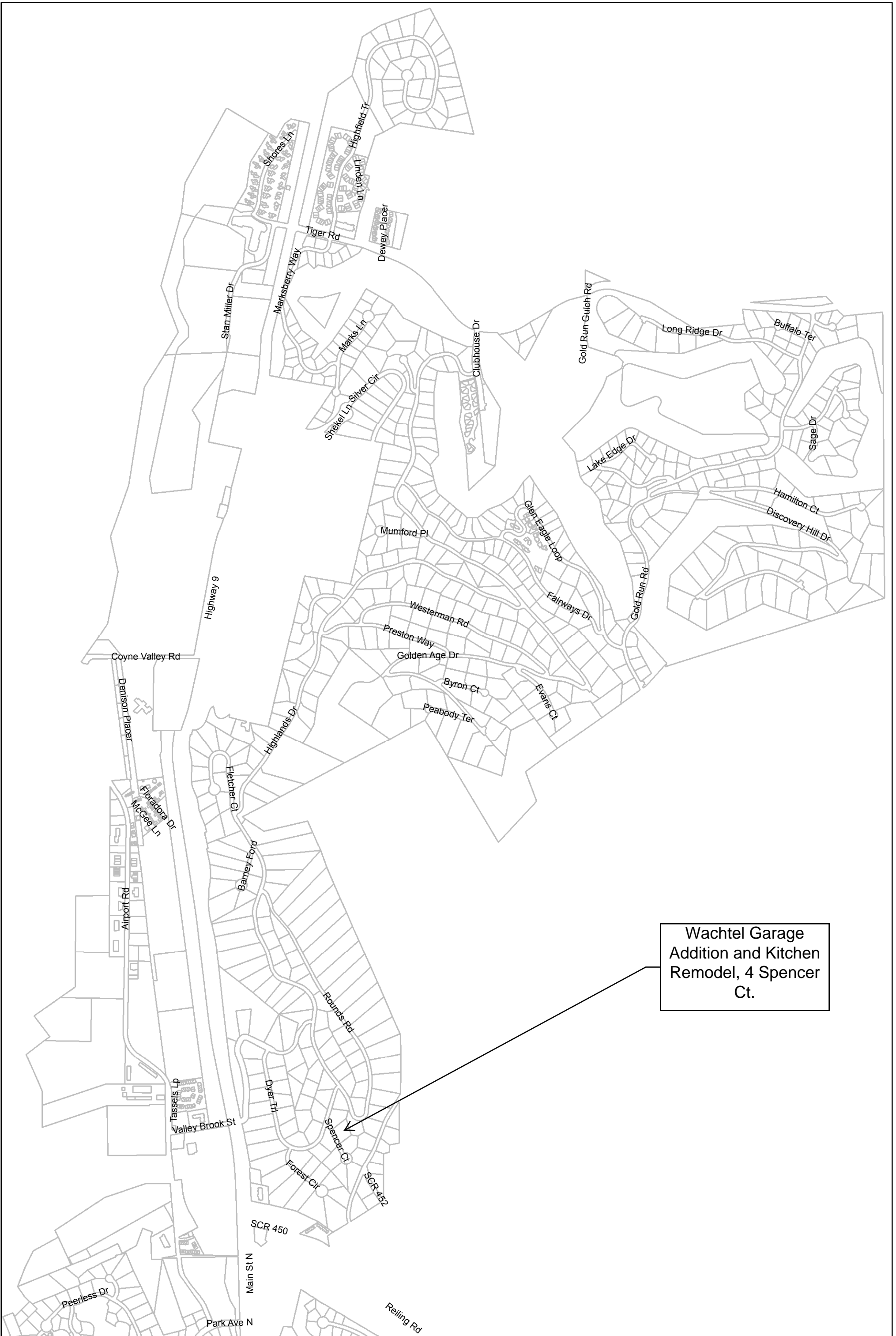
OTHER: None.



NOT TO SCALE

Breckenridge South





Wachtel Garage Addition and Kitchen Remodel, 4 Spencer Ct.

PLANNING COMMISSION MEETING

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

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Keely Ambrose	absent
Ethan Guerra	Elaine Gort	Susan Propper		

APPROVAL OF MINUTES

With no changes, the August 20, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the September 3, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

CONSENT CALENDAR:

1. Wachtel Garage Addition and Kitchen Remodel, 4 Spencer Court; PL-2024-0341

Mr. Leas asked about the points allocation under Policy 33/R for electric vehicle (EV) chargers. (Mr. Cross clarified that they could receive a maximum of positive three (+3) points for EVs under the current policy.) Mr. Leas thought the point allocation for EVs was of negligible value given that the likelihood of someone putting two or three EVs at the same time in their garage was low and there should be a consideration for reducing the positive points available for EVs.

Mr. Frechter stated that he did not want the two negative (-2) points for a 7-foot retaining wall and paving for this project to become precedent. (Mr. Kulick responded that the totality was a negative six (-6) as the project was originally assigned negative four (-4) points for the driveway and retaining walls.)

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

PRELIMINARY HEARINGS:

1. BGV Parcel 3 Duplexes, 355 N Park Avenue, PL-2024-0302

Ms. Crump presented a proposal to develop eight duplex structures (16 units) on the South Gold Rush Lot, described as Parcel 3 in the recently approved development agreement between the Town and BGV. Ms. Crump summarized that the point allocation included negative three (-3) points under Policy 5/R for excessive similarity on architecture, negative one (-1) point for unbroken ridgelines greater than 50 feet in length, and positive one (+1) point for attractive water detention/retention areas; the application had a recommended score of negative three overall.

Planning Commissioner Questions / Comments:

Mr. Frechter – Are three-story buildings allowed on Parcel 3 per the Master Plan. (Ms. Crump stated that any building in the project is allowed to go up to 38 feet.) Mr. Frechter asked if the points should be in increments of two. (Mr. Kulick responded you could allocate either negative three (-3) or negative six (-6) and he and Ms. Crump further described the point allocation calculations.)

Mr. Giller - Would shuffling the building types be considered a remedy for the similarity issue? (Ms. Crump replied that the applicant would most likely not shuffle the building type since they were designed for the locations and specific slopes, but they could shuffle the exterior materials palettes among the buildings.) Mr. Giller asked if the landscaping points applied to all three detention areas. (Ms. Crump

showed the detention/retention areas on the site plan and confirmed that only one point is assigned for all detention facilities.)

Mr. Giller – Has staff considered negative points for all of the retaining walls. (Ms. Crump noted that Policy 7 is waived under the development agreement. Mr. Kulick added that the development agreement process negotiations took into account the acceptable density for the site and the surrounding wetland areas to be preserved, which resulted in shifting the development toward the center of the area. The applicant dedicated a large portion of the parcel fee simple for wetland preservation to the Town. That shift required more site manipulation overall, resulting in more retaining walls.)

Ms. Propper – How would it work to require employee housing and the roundabout to be completed prior to the Certificate of Occupancy (CO) for this project? (Ms. Crump replied that a Parcel 2 application is expected soon to meet the timing requirements but that the Commission would not see the proposal for the roundabout as it will only be reviewed by CDOT and the Town Engineer.)

Mr. Leas – Is it intentional not to have a sidewalk along the west side of Park Avenue? (Mr. Kulick replied that there was less programming associated with the Gondola Lots area so the sidewalk concept on the west side had been abandoned. With no sidewalk infrastructure on the west, it will be easier to preserve the wetlands on the west side.) Mr. Leas asked how the gondola right-of-way would work with sales of the units. (Ms. Crump stated that the gondola easement will coexist across the entire site and was still pending approval from the State tramway board.) Mr. Leas asked about future wetland mitigation and wetland micro-pools. (Ms. Crump clarified that any additional mitigation determined necessary beyond what was specified in the development agreement needed to be addressed through this current application process. She added that the micro-pools would be created by this development but deferred to the applicant for confirmation.) Mr. Leas asked if the fireplaces were natural gas. (Ms. Crump confirmed.)

Applicant, Graham Frank, of Breckenridge Grand Vacations (BGV) - Parcel 2 is ready for review but they have been trying to sequence them to make the application process convenient for staff. He added that they were working on the roundabout application, as well. For the gondola easements, he stated they would pursue a tramway variance, the variance describes how evacuations from the gondola would occur if it was necessary to remove people off the roof in the case of an emergency, in addition to other allowances for the easements. Frank stated that the wetlands mitigated within the site were not historical wetlands; instead they were created by the development of the gondola and installation of a tower pier. Closing off that man-made drainage from the historical flow back into the wetlands and the micro-pools, which would be created by this plan, will slow down the flow of water. He finished by stating that all of the required wetlands mitigation is already complete in terms of purchasing the wetlands credits.

Applicant, Bill Campie, of DTJ Design - The architectural design proposal was about efficiency, but they are heading toward eight (8) unique buildings to respond to staff's comments on excessive similarity. He noted that the retaining walls would be attractive, not concrete or CMU, and will be presented in more detail at the final hearing. He added that the tree buffer had evolved based on trying to create a diverse and healthy forest for the area near Highway 9.

The project was opened to public comment; there were no public comments and the comment period was closed.

Mr. Frechter - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed.

Ms. Gort - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed.

Mr. Guerra - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed.

Mr. Giller - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed. He added that the retaining walls facing the roundabout would have a real visual impact if not well crafted.

Ms. Propper - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed.

Mr. Leas - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed. He was hopeful that there would be eight (8) different building styles as described by the applicant.

All Commissioners agreed that the application was ready for a final hearing.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:40 pm.

Mark Leas, Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

*Only 2 Council Members at each meeting, a third just means it needs to be posted.
The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.*

Date	Meeting	Location	Time
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September 2024

Thursday, September 5th	Wine in the Mine	Country Boy Mine	5:30pm - 8:30pm
Tuesday, September 10th	Town Council Retreat - CIP Review	Council Chambers	1:00pm - 3:00pm
Tuesday, Sept. 10th, 2024	First Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm
Sept. 13th - Sept. 17th	Oktoberfest	Main Street	All Day
Thursday, September 19th	CML Fall District Meeting	Fatty's	5:00pm - 8:00pm
Sept. 19th - Sept. 22nd	Film Festival	Theaters around Town	All Day
Tuesday, Sept. 24th, 2024	Second Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm

October 2024

Tuesday, October 8th	Town Council Budget Retreat	Council Chambers	Noon - 3:00pm
Tuesday, Oct. 8th, 2024	First Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm
Tues. Oct. 15th - 17th, 2024	MT2030 and CAST	Jackson Hole	All Day
Oct. 18th - Oct. 20th	Dia De Los Muertos	Arts District	All Day
Tuesday, Oct. 22nd, 2024	Second Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm

Other Meetings

September 10th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
September 11th, 2024	Breckenridge History	Town Hall	Noon
September 12th, 2024	I-70 Coalition	Keystone Policy Center	11:30am
	Upper Blue Sanitation District	Administrative Office	5:30pm
September 16th, 2024	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
September 17th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
September 24th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
September 26th, 2024	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
	Breck Create	South Branch Library	3:30pm
October 1st, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
October 2nd, 2024	Breckenridge Events Committee	Town Hall	9:00am
	I-70 Coalition	Keystone Policy Center	11:30am
	Childcare Advisory Committee	Town Hall	3:00pm
October 8th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
October 10th, 2024	Upper Blue Sanitation District	Administrative Office	5:30pm
October 15th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm



TOWN OF BRECKENRIDGE
TOWN COUNCIL

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Date	Meeting	Location	Time
October 21st, 2024	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
October 24th, 2024	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
October 22nd, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
November 5th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
November 6th, 2024	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
	Childcare Advisory Committee	Town Hall	10:00am
November 7th, 2024	QQ - Quality and Quantity - Water District	Hybrid	10:00am
November 13th, 2024	Breckenridge History	Town Hall	Noon
December 5th, 2024	NWCCOG Board Meeting	Silverthorne Office	10:00am
December 19th, 2024	Breck Create	South Branch Library	3:30pm
TBD	Tourism Overlay District Advisory Committee Meeting		10:30am
	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am