



TOWN OF
BRECKENRIDGE

Town Council Work Session

Tuesday, March 14, 2023, 3:00 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Log-in information is available in the calendar section of our website:

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

I. NRO CELEBRATION OF THE 30TH ANNIVERSARY OF THE RIVERWALK CENTER (3:00-3:10pm)

II. PLANNING COMMISSION DECISIONS (3:10-3:15pm)

Planning Commission Decisions

III. LEGISLATIVE REVIEW (3:15-3:50pm)

Amendments to Policy 3A (Density) (Second Reading)

Amendments to 9-1-12 (Non-Conformities) (Second Reading)

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

Cemetery Operational Ordinance (Second Reading)

Plastics Reduction Ordinance (First Reading)

Housing Property Names (Resolution)

IV. MANAGERS REPORT (3:50-4:15pm)

Public Projects Update

Mobility Update

Sustainability Plan Update

Housing and Childcare Update

Committee Reports

Breckenridge Events Committee Update

Grants Review

V. PLANNING MATTERS (4:15-4:35pm)

Stables Development Contract

VI. OTHER (4:35-5:35pm)

Riverwalk Living Lab Review

State of the Open Space Report
Open Space Trails Work Plan and Signage Work Plan
Proposed 2023 Joint Trailhead Projects
Employee Housing Down Payment Assistance Program

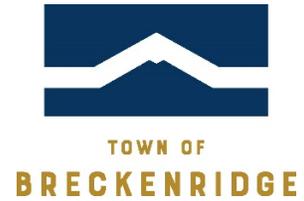
VII. ADMINISTRATIVE RULES AND REGULATIONS (5:35-5:40pm)

Valley Brook Cemetery Rules and Regulations

VIII. EXECUTIVE SESSION - Negotiations and Acquisition of Real Property (5:40-6:00pm)

IX. ADJOURN FOR BRECKENRIDGE HOUSING AUTHORITY ANNUAL MEETING (Under Separate Agenda) (6:00pm)

Breckenridge Housing Authority Agenda Packet



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: March 8, 2023
Subject: Planning Commission Decisions of the March 7, 2023 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, March 7, 2023:

CLASS A APPLICATIONS:

1. Thomas Residence Landmarking, Restoration, and Garage Addition, 314 Lincoln Avenue, PL-2022-0524:

A proposal to locally landmark and rehabilitate an existing historic residence, construct a basement and basement connector, interior remodel, and add a garage to the north of the primary structure.

Approved, see second memo.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

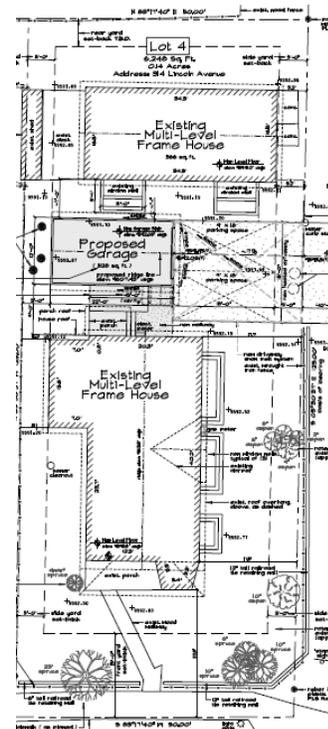
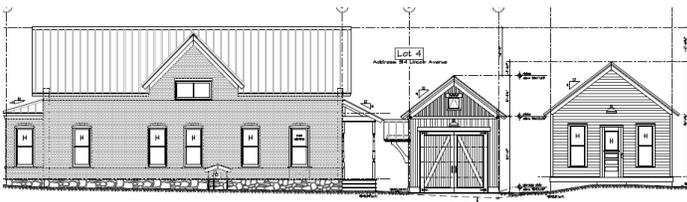
To: Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Date: March 8, 2023, for meeting of March 14, 2023
Subject: Thomas Residence Landmarking, Restoration, and Garage Addition, Class A Planning Commission Approval Summary (PL-2022-0524)

A Final Hearing was held by the Planning Commission on March 7, 2023 to locally landmark, rehabilitate and remodel the interior of an existing historic residence, construct a basement and below grade basement connector to new garage, and add a new one car garage to the north of the primary structure. The residence is located at 314 Lincoln Avenue. A full staff report can be found [here](#).



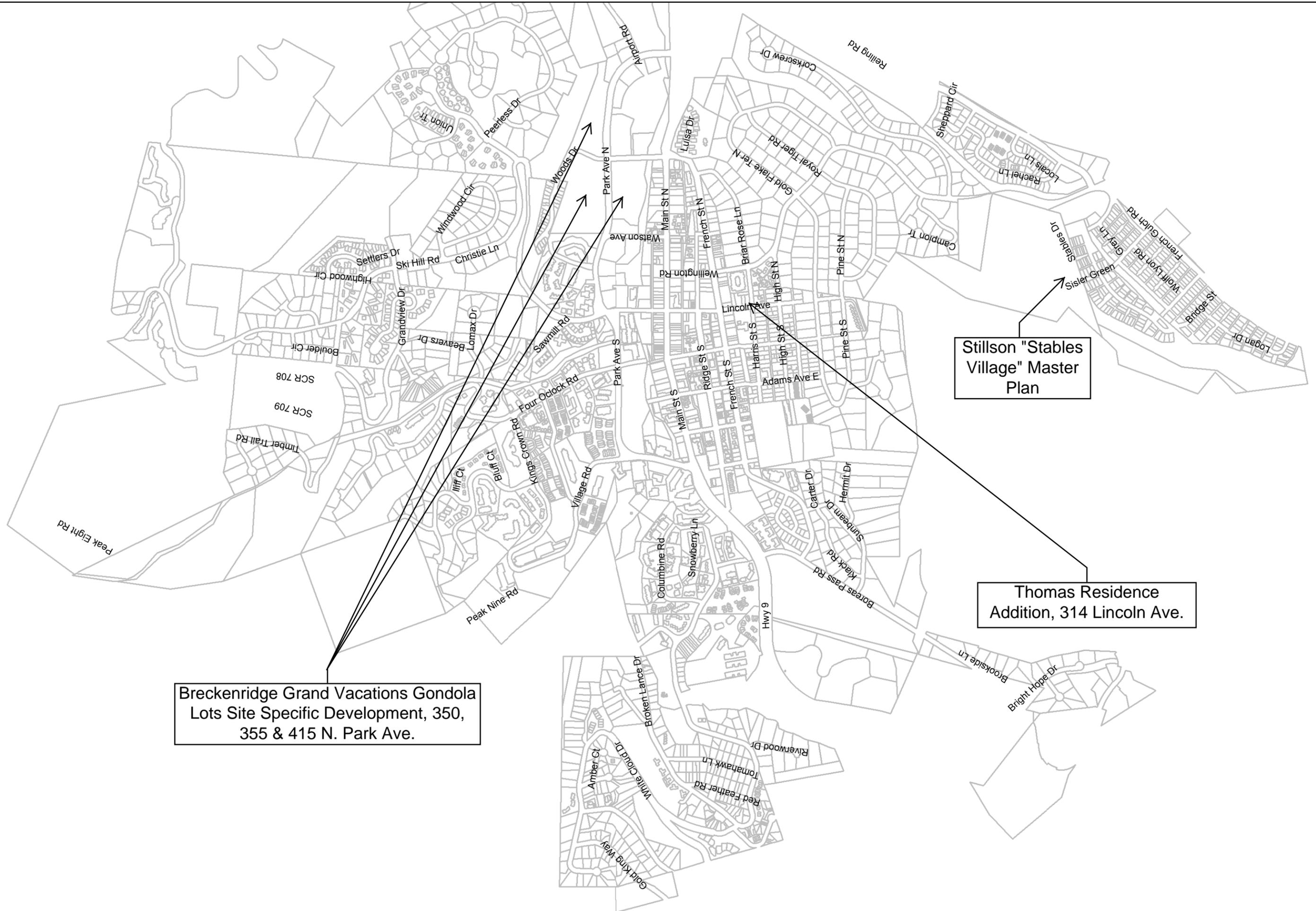
Above: Existing west elevation

Below: Proposed east elevation from Harris Street



The Planning Commission found the proposal complied with all Priority Design Standards and Absolute Policies, and assigned a total cumulative score of positive one (+1) point under the Relative Policies. The Commission approved the application 5-0.

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



Breckenridge South

PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the February 21, 2023 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the March 7, 2023 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comments and Mr. Frechter closed public comment section.

FINAL HEARINGS:

1. Thomas Residence Addition (SS), 314 Lincoln Avenue, PL-2022-0524

Ms. Szrek presented a proposal to locally landmark and rehabilitate an existing historic residence, construct a basement and basement connector, interior remodel, and add a garage to the north of the primary structure. The following specific questions were asked of the Commission:

1. Does the Commission agree that a window opening predated the doorway opening on the southern façade and that the proposed design complies with Design Standards 23 and 76?
2. Does the Commission support the recommended point analysis?
3. Does the Commission have any additional questions or comments on the proposed project design?

Commissioner Questions / Comments:

Mr. Guerra: No questions.

Mr. Gerard: No questions.

Mr. Leas: No questions.

Ms. Propper: No questions.

Mr. Frechter: I have two questions for the storage space; if the applicant makes that bedroom and or bathroom would that require another review? Or affect parking requirements? (Ms. Szrek: Yes, it would affect some of our Codes. You are correct about the parking, they would have to provide an additional parking spot if it were to be changed into a bedroom. Right now, they are maxed out on their parking. Further, they would be required to have egress.) The setbacks from the north side of the garage to the adjacent homes window wells; it is a foot or 13" inches. Do the window wells not count as part of the required setback? (Ms. Szrek: Window wells are at or below grade so they would not be a part of the setback. Building Department and the Chief Building Inspector preliminarily okayed it.)

Mr. Guerra: I would ask about the door on the east side. You found the historic photograph dating back to the 30s. Were you able to identify when that was changed into a doorway?

Sonny Neely, Neely Architecture, Applicant:

It must have been a repurpose or had a stair associated with it. It is 24" inches above grade. I think that they might have done it to rent out the back bedroom.

- Mr. Guerra: I saw you did some forensic excavations. Did you look at that? I am just curious why we are seeing a door opening.
- Mr. Neely: It is probably similar to what happened on the front of the residence. I believe they renovated the upstairs separately from the downstairs. They put the wall in between the stair and living area. Then they put a fireplace in that corner at the front of the house. That necessitated the closing off of the other door, the original 36" door. Then I think when they decided on opening it up as one living unit, they put that arched opening in the wall to partition the two spaces. They may have done it the same way in the back at some time where they just sublet the house. (Mr. Guerra: You are going to make that one door go away?) Yes, it will go away just like the doorway on the front. It is obvious that the window went to a door, the brick is cut and chipped and irregular. I think it is very obvious that there were two 36" doors; one in the front and one in the back.

The hearing was opened for public comment; there were no comments and the hearing was closed.

Commissioner Comments:

- Mr. Guerra: I have no further comments. 1) I do agree the window opening predated the door opening and I think it complies. 2) I agree with the recommended point analyses. 3) No other comments.
- Mr. Gerard: 1) Yes, I agree. I thank Sonny and the department for their investigative work. 2) Yes, I support the recommended point analyses. I think this is an important residence. It is part of the Historic District and a contributing structure. It is certainly eligible for landmarking. I support the project; I think it's a great amount of work. Adding the extra excavation to provide storage space underground is a no brainer; it may make your other work easier.
- Mr. Leas: 1) Yes 2) Yes 3) this is a fascinating renovation because of the scope of it.
- Ms. Propper: 1) Yes 2) Yes, I agree with the point analyses. 3) No additional comments.
- Mr. Frechter: 1) Yes, I do agree the windows predate the doorway. Glad to see it restored to how it was originally built. 2) Yes, I do agree with the point analyses. 3) No additional comments.
- Ms. Szrek: I want to add a point of information that staff would like to make a motion to add the additional finding to the project in regard to the mention of heated paving on the plan set and the ability of the applicant to come back to claim the additional banked positive point (+1) to add up to 500 square feet of heated paving if code allows at the time of application. We just want to clarify that the heated paving is not approved under this permit.

Mr. Gerard made a motion to approve the Thomas Residence Addition with an additional finding that the snowmelt on the plans are not approved with this approval and the applicant can return to work with Staff to utilize the banked positive one point later if allowed by code at the time of application, seconded by Mr. Guerra. The motion passed 5 to 0.

PRELIMINARY HEARINGS:

1. Breckenridge Grand Vacations Gondola Lots Site Specific Development Permit (CK), 350, 355, 415 S. Park Avenue, PL-2022-0208

DISCLOSURE: Ms. Propper disclosed that in June of 2021, she and her husband wrote a letter to the Town Council in support of the Master Plan for this area. This was prior to her joining the Planning Commission and prior to any application for site-specific development. The Commission agreed there was no conflict of interest and Ms. Propper remained for the hearing.

Mr. Kulick presented a proposal for a site-specific development permit application for 57 condominiums, 24,149 sq. ft. of commercial space, 80 hotel units, 10 duplex units, 9 employee housing apartment units, and 3 townhome units over 10 buildings. The proposal also includes roadway and pedestrian improvements, including a roundabout at the intersection of Park Avenue and French Street, a new gondola, a new park and pedestrian plaza, and a 1,076-space parking structure. The following specific questions were asked of the Commission:

1. Building Height:
 - a. Is the Commission supportive of a building height exemption for the focal towers on Buildings 1 and 2, and Building 1's emergency stair tower?
 - b. Does the Commission find there is enough variation in height throughout the site?
2. Architectural Compatibility:
 - a. The parking structure's eastern façade is designed with 78% non-natural materials. Based on past precedent, staff recommends the assignment of negative six (-6) points. Does the Commission agree?
 - b. Does the Commission agree that flat roofs are allowed without the assignment of negative points for Mixed Use Buildings 1, 2 and 3 under the master plan?
 - c. Does the Commission believe the style of windows on the eastern façade of the North Gondola Townhomes should be adjusted to better complement the adjacent Historic District?
3. Site and Environmental Design: Does the Commission agree the proposal is sufficiently buffered due to the increased tree retention along South Park Avenue and the proposed landscaping plan?
4. Landscape Plan: Does the Commission believe that an award of four (+4) positive points is deserved based on the revised landscaping plan that includes the retention of additional mature trees and increases the quantity of trees on the east side of the North Gondola Lot, adjacent to the river?
5. Additional Comments: Does the Commission have any additional questions or comments on the proposed plan?

Commissioner Questions / Comments:

Ms. Propper: I was wondering if the new gondola would be built at that time so there are no problems with pedestrians crossing Park Avenue? (Mr. Kulick: Yes, between the parking structure, roundabout, the gondola, and the circulation in that area these are all required to be completed in the first phase of development.) What about the EV-capable spaces in the parking structure, would there be any positive points with that? (Mr. Kulick: I did overlook the chargers with the amount of things to review for this meeting. They may be eligible for positive points under Policy 33.)

Mr. Leas: Question about the parking garage. It is going to be a similar situation where Vail Resorts owns the land and is leasing it to who? To the Town? To BGV? (Mr. Kulick: It is my understanding that BGV has a lease agreement with Vail Resorts.)

Mr. Gerard: There is going to be three places, because we have three lots, that parking charging stalls could be installed. Will there be separate analyses on receiving positive points at each individual location? Can they max out the positive points three times across the development? (Mr. Kulick: Similar to architectural compatibility; on this they can only get the maximum number of points across the entire development). Staging goes the way it looks like it has to go, the immediate loss is going to be to the Gold Rush Lot parking. Is that part of the required parking that is to be provided? (Mr. Kulick: That is. Based on precedent, there is some allowance to disregard that requirement to provide those spaces while the area is under construction. There are several hundred spots that will be interrupted. But we have precedent from our own project.) My final question. Unbroken rooflines, on any of these buildings? There are some pretty long runs. (Mr. Kulick: That

is something that staff will need to review. There can only be one negative (-1) point assigned.)

Mr. Guerra: My questions regard the flat roofs, and the language that is used. If the question is allowing flat roofs, I think we should review the language. You did not address the windows on the eastern façade of the North Gondola townhomes. On the flat roofs, you are asking us if we agree that those types are allowed. I would want to go back to that language. (Mr. Kulick: The way it is written is very awkward “These buildings may have both gabled and hipped roofs, there may be flat roof types that may also be used for outdoor decks.” It does not say that flat roof types may be used as decks. It makes it seem like a third that is being permitted.) I think that flat roofs can be a component, but not a main component in the design. So I ask again how are we interpreting that and I think that is what you are asking. (Mr. Kulick: I think that is why we specifically asked the Commission. I would agree that building three sounds like it is more of a component. For building one and two, it is Staff’s opinion that it is allowed.)

Mr. Gerard: We had the discussion about rooftop decks. It was a hot topic from an applicant downtown. It was specifically part of our thought process that in knowing these would be used for rooftop decks so they built some language in. I am not sure they built in language that all the roofs can be flat.

Ms. Propper: Building two is along the river parallel with the townhomes, would we also want the style of windows to reflect the adjacent Historic District? (Kulick: The design language for buildings one and two were not specific about the transition into the Historic District area. It says the townhomes will utilize roof forms and some traditional elements of the homes in Breckenridge. It is vague; it does not go back into the specific building elements.)

Mr. Gerard: Roofs, there was a specific conversation that I recall about the idea there could be many roof tops utilized as entertainment type decks, where people would be on those rooftops, and we were still struggling with roof top decks in the downtown zone. There was a decision made to specifically permit those to pull them out of any later objections to having rooftop decks. (Mr. Guerra: My question is if that is the language from the original master plan?) (Mr. Kulick: Yes, this is from the approved master plan. I think that it was part of it. There was discussion on roof top decks, but it had just as much to do with roof top decks in the actual historic district on Main Street. Activating the roofs with hot tubs, pools was an important element of the design so it was written into the Master Plan.) And it was clearly disclosed that the applicant wanted roof top decks for entertainment type purposes.

Mr. Leas: The big question that we have not been cleared up, it allows gable roofs and allows flat roofs. It appears that we have 100% flat roofs. (Mr. Kulick: It is a question being a relative policy, they get negative points. I think guidance is important depending on what they do to modify them. In terms of points, they are already receiving the maximum points for architectural compatibility. The flat roofs and windows of the townhomes are almost a bonus point for them.)

Mr. Frechter: I agree with Susan, the eastern façade needs to complement the Historic District. In hindsight, we didn’t think of that during the planning of the master plan. (Mr. Kulick: I think we acknowledged that the townhomes would be a smaller building, so that was the bridge to the large buildings. I think we acknowledge that building one and two were going to be the largest. We want there to be a diversity in height.) There are going to be safety barriers along HWY 9? Is there adequate space to clear snow from the development and the highway? (Mr. Kulick: Those items have been discussed by Engineering. Those developments would be decided with Engineering and CDOT.)

Mr. Frechter: When we did have the previous meeting with the applicant, we had a lengthy discussion about the design of the project. We gave them a lot of feedback towards the transitional

designs influenced by other towns and areas. We gave positive feedback to those designs and those were all flat roofs.

Mr. Leas: Based on what Allen brought up about the right-of-way on the west side of Park Avenue, that sidewalk is going to go from one roundabout to the next roundabout and connect to the ski back? (Mr. Kulick: They are obligated to go to the other side of the roundabout to make the connection. They are going around, but they don't have a street crossing.) I think it is a good idea, but I wanted to understand.

Graham Frank, Breckenridge Grand Vacations: Mark, to answer your question on ownership. A single entity under BGV owns both the South Gold Rush and North Gondola Lot. We have a long-term land lease on the North Gold Rush Lot and then we would condominiumize the boxes where the employee housing structure is located. It would be condos inside the air rights; very similar to what we did on the lot up at Peak 8. (Mr. Leas: and BGV would manage and collect for parking?) Correct, we would manage and collect the revenue.

Bill Campie, DTJ Design: This project been going on for years now, I think that it has gotten better over time with input from the community. We did intend to allow flat roofs in the development and that is why it says they are allowed. We just separated it out and put an additional statement regarding the roof top use. That is why it is separated the way it was. Those other rooftops did not have the additional consideration. It was never an intention to and that is why it doesn't say one roof type would be dominant. It allows these types and rooftop decks. DTJ and BGV have gone through multiple rounds of design revisions, predominantly driven by community, commission and staff input. This is the third version. Each time have taken the discussion of the planning commission as an assignment. We have prioritized tree preservation in areas discussed by the Commission. We modified the circulation per the discussion and implemented landscaping along the river corridor. We made a massive reduction in heated surfaces and outdoor water. Architectural style changed a lot through the project; during master planning we had a lot of ideas and concepts. We quickly pivoted based on feedback. I think that we have come to a place that both parties really like. We have tried to find a way of infilling this in Breckenridge. Building heights were up and we now have tried to meet those. The master plan does mention to vary heights. We have varied the type per building and in terms of Code and introduced stepping down the buildings. The park: we just need to move a few feet and we can create the barrier. The encroachment of the easement, that discussion has begun because they want that too. The internal circulation has multiple solutions for the bus route turn around and will continue to work with Engineering. Regarding the negative points, our intention is to have no negative points. Our intention is to meet that section of the Code; whatever that is. Wood siding on the parking structure, we will do. We feel confident about removing the points. Again, this is a resort project, it will be difficult to avoid the points. We will have to offset. We do have the maximum number of EVSE points, located in two locations. BGV has a value system already. They have a REMP program they are implementing a lot of things that the Town is looking at doing. Our expectation is to finish this with positive points, not just zero.

Ms. Propper: No questions.

Mr. Leas: We just had an energy work session. The discussion around availability of real estate for the implementation of the solar. You should talk to staff about overcoming some of the energy points through that avenue. I did have a question about the site plan. Specifically, how the hotel works with the building across from it. It looks like there is a grander entry for the other building. How do these buildings interact with each other?

Mr. Campie: There is a discussion about shared amenities, check-in, or operations. Both will have lobbies, but one will be more centrally used as a universal check-in. It will be similar to the parking; it is consolidated as well. You would have a shared operational system across the whole district.

- Mr. Leas: If you are going to have multiple locations of activity, and guests have to carry luggage from one building to another, I think it is important for the Town to realize that the heated paving is a safety issue. (Mr. Campie: The Commission can give us the allowance for heated surfaces.)
- Mr. Gerard: How do you think that you would respond to the comment on more historic type windows and features on the townhomes stepping down from the hotel property? (Mr. Campie: We are not going to fight some battle about the size of windows. The larger windows are better in terms of living perspective and energy efficiency.) Are you still willing to be engaged in conversation with the Town of Breckenridge on these items? (Mr. Campie: Yes.)
- Mr. Guerra: Flat roofs will be highly visible coming down in the gondola, are you planning on using ballast rocks or something similar? What will we be looking at on top of the roofs? (Mr. Campie: We have not gotten to that level of detail yet. But that is a marketing window along the gondolas, so we want to make sure that it looks good.)
- Mr. Frechter: I do not have any questions. I think that is great stepping down with the garage and changing the structural steel. (Mr. Campie: What is shown there is not a structural element; that was a design concept. It is open for sure, but that will be a concrete structure.)

The hearing was opened for public comment.

Frank Robinson, Woods Drive, Board member of HOA: Going south of Park Avenue, will there be a right-hand turn lane into the parking garage? I think that we should have one, there is going to be a lot of traffic going into the parking garage. I think we should have two lanes going out of the garage going to the roundabout, to facilitate the cars dispersing from that area. Some going right, some going left. I want to thank BGV for connecting the sidewalk to the skiway, that is going to eliminate a lot of traffic along Woods Drive. Skiers ski down or walk down to get to the parking lot. And the parking garage adding spaces would be a big help. The south Gold Rush lot is Zone 3 for short-term rental purposes. That property is Zone three, very limited on short-term rental. I think it should remain Zone Three just as Woods Drive. So, I hope that we don't have a switch of hands and since Vail or BGV has it we will make it Zone One. Our concern is that we want it to remain Zone Three for rental purposes.

Margaret Douglass, 105 Woods Drive: The safety issues with the parking structure and access only on Woods Drive. What if there is a fire or EMS is needed we are going to be trapped behind the traffic of the enormous parking structure. Thank you to Town Council, I was able to view the traffic study and the study area does not include Woods Drive above the parking structure. We are 25 units up there that I feel are being overlooked in how this may affect our safety and access. I am happy to hear about the sidewalk coming from the skiway down. Because I think if I were with my family and figured out instead of skiing all the way down to the tunnel, I could just ski down Woods Drive, I would. I do understand that Woods Drive is a public street and does not belong to our neighborhood, but it is also not a ski way.

The public comment period was closed.

Commissioner Comments:

- Ms. Propper: 1A) I am supportive of the Building Height exemption. 1B) Yes, I think there is enough variation in height. 2A) I agree that there needs to be more natural material on the facade. 2B) I have looked at the language over and over. I think it does permit flat roofs. I am saying yes to that. 2C) I would like to see the windows on the townhome adjusted. 3) I do think the addition of trees provides sufficient buffering. 4) I do agree with the four positive points. I have no additional comments.

- Mr. Leas: 1A) I do concur. 1B) I think there is variation in the height. I would like to see more. 2A) Yes, the parking structure. 2B) The question still has not been answered as the plan is present if that is the appropriate language. I would say no to that. Maybe we have some variation there. 2C) the site environmental design, I concur. The landscape plan, I like that. No additional comments.
- Mr. Gerard; 1A) I am supportive of the building height exemption. I think that helps to break up the facades of the building. 1B) I think there is enough variation in height. I would change the height of the hotel which is one big, long building with an unbroken ridgeline. 2A) I think there should be a reduction in non-natural materials. 2B) The flat roof issue is interesting, and I am not sure if all should be flat roofs. 2C) I think that there should be some adjustment to the Townhomes to complement the adjacent historic district. The windows should be redesigned a little bit. 3) The increased buffering is appropriate, and I approve of that. 4) The landscape plan should receive four points for the design around the mature trees that were allowed to stand. My comments are I think that we are getting better each time. Thank you and great progress.
- Mr. Guerra: 1A) I am supportive of the height exemption for the towers. 1B) I do find that there is enough variation in the focal towers and step down of other buildings. 2A). I do agree that we need to see more natural materials on the parking structure façade. Six points are warranted. 2B) It is a question to me because it was brought up. It is not clear that everyone agrees. Staff does not and have asked us. Are they allowed? The applicant says that they are. The language, to me, is vague. I won't over comment on that. I like the design so I would agree that flat roofs are allowed without points, I would like to see some ballast rocks or something. 2C) I agree that the windows need to be readdressed. 3) I like the buffers, moving the parking garage helped a lot. 4) On the landscape plan, I was excited to see the inclusion of those extra trees. I am supportive of the four points.
- Mr. Frechter. 1A) Building heights. I agree with the exemption for the towers, particularly because the stair tower is setback into the middle of the building. It is setback; I don't think it will be noticeable. 1B) I think that there is a lot of variation in building heights. I would welcome more, but what is there is acceptable. 2A) I agree on the negative six based on precedent. If the applicant can reduce the non-natural that would be great. 2B) Based on the master plan, I think flat roofs are allowed. 2C) Based on the master plan on what we agreed to, the townhomes would complement to this historic district more. A modification would be necessary. 3) The buffering, I like. 4) I think the landscape plan, based on precedent, should receive four points.

WORK SESSIONS:

1. Stables Village Master Plan

Ms. Crump presented a proposal for a new for-sale workforce housing development located in Planning Area-A (PA-A), planned for the Stillson Patch Placer tract, located on the south side of Wellington Road on the former site of the Breckenridge Stables. The Master Plan proposes 61 workforce housing units, including 5 single-family units, 38 duplex units, and 18 triplex units. The Planning Area-B (PA-B) of the tract will remain allocated to governmental uses, such as open space, recreation, public works storage, snow storage, and solar energy production. The following specific questions were asked of the Commission:

1. Does the Commission have any concerns with the methodology used to establish the existing grade across the site?
2. Does the Commission agree with the analysis that considers the triplex units like duplex units regarding parking requirements?
3. Does the Commission support the proposed fencing in the Master Plan?
4. Does the Commission have any other comments on the draft Master Plan?

5. What comments do you have on the preliminary proposed architectural designs for the single-family, duplex, and triplex structures?

Commissioner Questions / Comments:

Mr. Gerard: Do we have a legal definition of either duplex or triplex? I did not do a word search. (Mr. Kulick: We do have a duplex and multi-family definition which is three or more units in the same building. I think it worked when we only had parking minimums. You could have five townhomes in a row: each having parking and land. It creates an equity issue; one unit will have one and others will have two spaces. It's easy to miss both ways by adjusting it either being above the maximum or below the required amount. We should have added a townhome, single family-attached or a duplex definition during the parking maximum code change. Since this is a Town project, this maximum requirement can be waived.)

Mr. Leas: No questions.

Mr. Gerard: What is the bus circulation there? (Ms. Crump: There is an existing public bus stop that is close on Wellington Road and Bridge Street, on the north side of Wellington. No public transit will come into this development.)

Ms. Propper: No questions.

Mr. Frechter: In the Wellington/Lincoln Park, there are rules about not parking on the pads in front of the garages to allow access for the alleys. These are engineered so residents can park there and allow for emergency vehicles and such. (Ms. Crumps: Yes, the ROW change has allowed for space for parking and additional feet for vehicle clearance to stay out of the sidewalk.) What is the rationale for the perimeter bike trail? (Ms. Crump: For adequate drainage, they needed a bioswale. I think it was also a benefit to link these areas to the existing trails to the north and south.)

Lindsey Newman, Norris Design: The vision for Stables Village is to create a carbon neutral and net zero workforce housing development focused on green infrastructure and sustainability. We want to include community gardens, some nature play, native plantings and grass. We have a lot of existing disturbances on this site and limited access from Stables Drive. We will make a minimal change to the bike park parking lot connection. The site does have approximately forty feet of elevation change. It is important to see how the topography changes on the site. We are really focusing our development in the main core and decreasing as it goes to edge.

Elena Scott, Norris Design: I wanted to talk about how this development relates to Lincoln Park and the Wellington. We wanted to create a new framework for this neighborhood fronting on some form of open space. The internal courtyard spaces, bioswales, and forest service lands. The connection between Stables Road, this neighborhood, and Lincoln Park can create a buffer between proposed homes and the existing residences. We want to ensure the proposed greens to be as large or equal to the existing. Each has a different theme which is really cool, but also connected. Pedestrian connection into Lincoln Park and the preservation of the forested areas in this zone have been prioritized. When looking at the units as a whole, middle income with bedrooms for growing families, each unit having an EV ready space, and a covered parking space. Our bedroom count is 175. The bioswale itself does offer a few environmental advantages like runoff volume, water quality, and groundwater facilitation. We are looking at all components of the site to improve it as a whole. We do have 22 surface spaces provided across the neighborhoods; parking for our guests. The recycling and compost center is for the entire neighborhood as a whole. This replaces the existing recycling center on the Stillson site and also introduces composting. We have established an average grade and have a level playing field for a baseline to which we will measure height. We have both uphill and downhill units. Important talks with Engineering include traffic control on Stables Drive as well as connectivity. We have proposed to flip the parking at the Bike Park so it is adjacent to the trail; that has also been done with Engineering. The red represents the five foot walk, the green and orange

were developed with walking dogs and getting bikes up to that trail; this will be done with signage. Huge benefit to the community and neighborhood. The fencing is a more modern approach. The fencing on plan B and plan A is to provide buffering. The three foot fence is permitted in the rear of the property for dog runs and similar situations.

Suzanne Allen-Sabo, Allen-Guerra Architecture, Stables Village LLC: We are at a schematic model stage with the architecture. We need to look at the placement, grade, and the solar calculations. This would be the first subdivision in Colorado that is both, net zero and carbon neutral. Solar is definitely driving the architecture and how these roofs are oriented on the site. We will be using naturally colored materials on the buildings and roofs. We will have both natural and non-natural materials on the buildings. We are potentially getting negative points on the Master Plan level. Andy will speak about the site and how they sit on the site.

Andy Stabile, Allen-Guerra Architect: There are some buffers around the development. I look forward to Norris making this looking as natural as can be. The architecture itself is aspirational at this point. We wanted to give an idea of what we are going for. This slide shows the home is designed for net zero. Our Preliminary calculations result in 25 to 40 PV panels on the roof. To get those square footages we have large mono pitched roof design. Most will be south or southwest facing roof structures to maximize the single pane and some of the overhangs we get dual use; for roof space and covered decks. You can see that most of the units the roof will face due south. Initial solar analyses show we should get really good solar production from this site. The roof pitches are low because the site steps up as you move north to south; residents will look over the units to the north. We lose views because of the hillside behind. Most views will be North and West. In some areas we were able to bump up the roofs to get some more light in units. The garage access is opposite to the view side; the design can be flipped depending on the view and hillside. All have storage lockers outside the front door, storage in the garage. The main living will always be on the second floor so you get the theatre view over your neighbor to the north. Right now, we have five-unit types; down slope unit, flat lot unit, up slope unit, single family homes, and the tri-plex units in the middle. We are working on a few color palettes, so nothing gets repetitive. We do have some non-natural materials, metals, and other wainscoting. We will continue to refine these elevations and drawing. Things will be changing as we refine with feedback, but that is what we are shooting for.

Mr. Truckey: Just to clarify, when these individual units come back for development permits they are not going to be coming to the Planning Commission. The individual units will be administratively reviewed by staff. You won't be seeing the final detailed architectural plans.

Mr. Leas: I am very confused by this site plan. In order to establish the site, is there going to be consistent grade across the entire everything, or lot specific? (Ms. Crump: They took the topo lines and made them straight to give an average. Our Code right now allows a 35' height limitation. There is an exception in the Code that allows the use of an established existing grade on sites with heavy site disturbance from mining by using an average slope. So we are establishing an average slope to use as the existing grade. This will not be the proposed final grade or the over-lot grading plan. This is just showing the average grade existing on site.) So, this is used as a tool to establish what height is? (Ms. Crump: Exactly.)

Mr. Gerard: To Andy or Suzanne, some of these roofs create a valley. Is this going to create a problem for snow or ice. (Andy: We have designed this to our advantage. We can manage the water and put it where we want it to go. The runoff will go off the side instead of the front to mitigate the issues.)

Commissioner Comments:

- Mr. Gerard: 1) Yes, I agree with the methodology of establishing the grade. 2) I agree that it makes more sense to call the triplexes “duplex units” for purposes of parking. My preference would be to make a quick fix to the definition in the Town Code. Since this is a town project, they can do what they want. 3) I think the fencing is okay. I understand the need to divide the uses. I like the contemporary horizontal fencing. 4) It is well thought out. The view looks atop of another view. Everyone gets something unique. The architectural designs are very nice, pretty, and will be great homes.
- Mr. Leas: 1) Now that I understand the grade, I think that makes sense. 2) I do support the triplex/duplex parking decision. 3) I do understand the fences. 4) I don’t have any specific comments. I am not fan of mountain modern. I think these are going to be appropriate for the site. I just hope the architecture in Breckenridge does not turn into something that we are doing only to comply with sustainability. Architecture should stand on its own. I think that these don’t look like Breckenridge to me.
- Ms. Propper: 1) I am fine with the methodology to establish the existing grade. 2) I like the idea to consider tri-plex like duplex for parking or it would be a problem. 3) I am fine with proposed fencing. 4) I understand Mark’s comments on Mountain Modern, but I think it works for this project.
- Mr. Frechter: 1) I don’t have concerns of methodology for grading. 2) I think the duplex/triplex is okay, parking is important. Everyone should be able to park in two spots. 3) I support the fencing decision. I would recommend going to the upper part of Wellington to see buffering and even down to Vista Point. This is a great plan. I applaud the goals of carbon neutral and net zero.

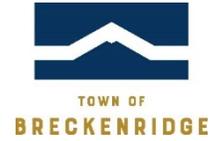
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 9:11 pm.

Allen Frechter, Chair



Memo

To: Town Council
From: Stefi Szrek, AICP, Planner II
Date: March 6th, 2023 (for meeting of March 14th, 2023)
Subject: Second Reading: Policy 3A/3R, - Density Updates

No changes have been made since the first reading. Staff will be available at the meeting to answer any questions.

Due to the timing with the codifier, the underlined language has been previously approved during the Mass, Policy 4A/R Code Changes. The new language for the Density Amendments is highlighted in grey. Staff will be available at the meeting to answer any questions. No changes have been made from the first reading.

Series 2023

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

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

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

9-1-5:DEFINITIONS:

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

Class D – Major:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 C. General Provisions:

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

20 Residential:

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

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

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

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

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

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

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

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

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

27 H. Aboveground Density In Historic District:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 B. Design Standards:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10

11 TOWN OF BRECKENRIDGE, a Colorado

12 municipal corporation

13

14

15

16 By: _____

17 Eric S. Mamula, Mayor

18

19 ATTEST:

20

21

22

23 _____

24 Helen Cospolich, CMC,

25 Town Clerk

26

27



Memo

To: Town Council
From: Stefi Szrek, AICP, Planner II
Date: March 6th, 2023 (for meeting of March 14th, 2023)
Subject: Second Reading: Non Conformities Code Amendments

No changes have been made since the first reading. Staff will be available at the meeting to answer any questions.

4
5 **A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE RELATING**
6 **TO NONCONFORMING STRUCTURES.**

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

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

13
14 9-1-12: NONCONFORMING STRUCTURE:

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

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

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

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

34 Exceptions:

- 1 1. Neither the density nor the mass of the nonconforming structure shall be increased in
2 connection with the repair or reconstruction of the structure.
- 3 2. The nonconforming structure shall be brought into conformance with the absolute
4 policies of this chapter to the extent possible. Any absolute policy with which the structure
5 was not in compliance immediately prior to the structure being damaged shall not be
6 deemed to be applicable to an application for a development permit to repair or reconstruct
7 the nonconforming structure.
- 8 3. A development permit authorizing the repair or reconstruction of the nonconforming
9 structure shall be obtained in accordance with the requirements of this chapter. All
10 applicable absolute and relative policies of this chapter shall apply to any such development
11 permit application.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12

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

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19 TOWN OF BRECKENRIDGE, a Colorado
20 municipal corporation

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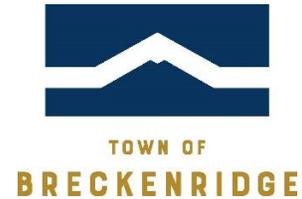
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By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Town Council

From: Chris Kulick, AICP, Planning Manager

Date: 3/8/2023, for the meeting of March 14, 2023

Subject: Second Reading of a Proposed Development Agreement Between the Town of Breckenridge and Breckenridge Grand Vacations (Gondola Lot Properties LLC) for the Extended Vesting of the Gondola Lots Master Plan

This item came before the Council as a First Reading on February 28, 2023. Feedback from the First Reading has been incorporated into the attached Development Agreement. Since the First Reading, one clarifying amendment has been made to Development Agreement based on Council direction. Section 2 of the Development Agreement has been amended to state “...*the Developer shall do the following: agree to make a \$100,000 capital contribution toward either a new in-town childcare center or a project that increases capacity to an existing in-town childcare center prior to the Extension going to into effect.*” (Emphasis Added)

In addition to the amendment above, the Town Attorney researched if it is possible for the extended vesting requested in this Development Agreement to be limited exclusively to the Developer named in the Development Agreement. Under state law, 24-68-103 (the Vested Property Rights Act), which is further codified in the Town Code under subsection (c). of section 9-9-12, Mandatory Development Agreement provisions, “*The development agreement shall run with the title to the land and be binding upon the owners, heirs, successors and assigns.*” Therefore, it is prohibited to limit the benefit of extended vesting to the Developer requesting the Development Agreement. Based on this understanding Section 5 of the Development has been amended to state “*The Agreement shall run with the title to the land and be binding upon the owners, heirs, successors and assigns.*” Presently BGV owns the North Gondola Lot and South Gold Rush Lot and Vaill Resorts owns the North Gold Rush Lot.

Council Action

Approval of a Development Agreement is entirely at the discretion of the Town Council. Staff finds the proposal is consistent with the Council’s direction at the February 28, 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 APPROVING A DEVELOPMENT AGREEMENT WITH GONDOLA LOT PROPERTIES LLC.

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

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

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

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

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

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

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

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

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

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 Development Agreement (“Agreement”) is made as of the ___ day of _____, 2023 (“Effective Date”) between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “Town”) and GONDOLA LOT PROPERTIES LLC, a Colorado limited liability company, (the “Developer”). 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 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, Block 3, Parkway Center
Lot 1A, Block 4, Parkway Center
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 21, 2024.

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

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

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

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

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

10 Agreement

11
12 1. Subject to the provisions of this Agreement, the Master Plan, is hereby extended until
13 May 23, 2025, with the option of the Town Council, by affirmative vote of a majority of Council
14 members at a regularly scheduled Town Council meeting, to extend the Master Plan's vesting an
15 additional six (6) months to November 21, 2025 provided the extension is granted prior to this
16 agreement's expiration on May 25, 2025.
17

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

24 2.
25 3. The term of this Agreement shall commence on the Effective Date and shall end,
26 subject to earlier termination in the event of a breach of this Agreement, on May 23, 2024 unless
27 extended an additional six (6) months in accordance with section 1 above to November 21, 2025,
28 upon which approval will require an additional \$100,000 for the purpose of Section 2 above
29

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

35 5. ~~This Agreement shall run with the title to the land and be binding upon the~~
36 ~~owners, heirs, successors and assigns. Agreement shall be exclusive to the Developer and does~~
37 ~~not run with the title to the Property or to any of its successors and assigns.~~
38

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

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

5 8. 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 9. 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 10. 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 11. 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 12. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
33 Colorado Revised Statutes, as amended.
34

35 13. 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 14. 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 15. 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 16. 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 Church: 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 16 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 17. 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 18. 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
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By: _____
Rick G. Holman, Town Manager

GONDOLA LOT PROPERTIES LLC,
A COLORADO LIMITED LIABILITY
COMPANY

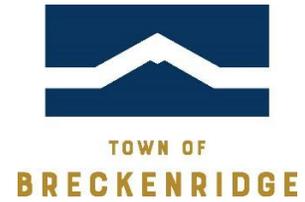
BY: _____

NAME: _____

TITLE:

ATTEST:

Helen Cospolich, CMC, Town
Clerk



To: Mayor Mamula and Town Council Members
From: Kirsten J. Crawford, Town Attorney
Date: March 8, 2023
Subject: A Bill for An Ordinance Adopting Authority and Use of Valley Brook Cemetery.

Staff recommends that Town Council adopt on second reading the attached ordinance authorizing powers pertaining to the Valley Brook Cemetery. There have been no changes since first reading.

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

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

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

CHAPTER 11: VALLEY BROOK CEMETERY

11-11-1: DEFINITIONS:

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

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

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

11-11-2: CEMETERY ESTABLISHED:

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

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

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

11-11-3: PURCHASE OF BURIAL SPACE:

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

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

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

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

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

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

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

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

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

17 and

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

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

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

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

32 **Section 3.** This ordinance shall be published and become effective as provided by
33 Section 5.9 of the Breckenridge Town Charter.
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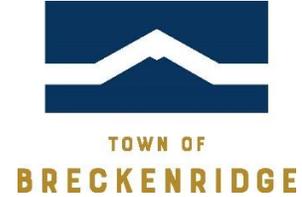
1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this 28TH day of _____, 2023. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
4 _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

6
7 TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation
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12 By: _____
13 Eric S. Mamula, Mayor
14

15 ATTEST:

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19 _____
20 Helen Cospolich, CMC,
21 Town Clerk
22



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 3/14/23
Subject: First Reading – Reduction of single use plastic water bottles and recycled paper carryout bag fee

After consideration and public comment from the February 28, 2023 Town Council Meeting, Staff was directed to bring back the amended Plastics Pollution ordinance for first reading with the following changes:

1. Define “single use,” and
2. Limit single use plastic bottle definition to water bottles.

After a survey of existing water bottle prohibition regulations including Telluride, South Lake Tahoe, Nantucket, Cape Cod, Arlington, MA, and the National Parks, Staff defined “single use” and “water bottle” in alignment with the majority of those regulations. In addition, the term “container” mirrors state law but adds “...but not limited to” in the definition. The term “serviceware” is derived from Denver’s “Skip the Stuff” regulations.

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

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

The remaining changes seen in the redline version are text edits and are not substantial.

In addition, the SustainableBreck Plan recommends the Town consider a prohibition on all single use plastic beverage containers by 2024 to help achieve 20% source reduction of municipal solid waste. Staff is seeking input and feedback from local businesses on the feasibility and impact of the proposal. Local Business Roundtables are scheduled for March 14 and April 11 from 9:00-10:30 at the Breckenridge Recreation Center. Staff is also scheduling a meeting(s) with industry stakeholders, including beverage associations, vendors, and City Market. [More information and links to register can be found here](#). If a representative is unable to attend an in-person meeting, comments can be submitted to sustainablebreck@townofbreckenridge.com.

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

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COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES.

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

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

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

5-12-1: DEFINITIONS:

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

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

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

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

1 CONTAINER: means a receptacle upon which or inside which food may be placed for
2 consumption, whether or not the receptacle can be fully closed, including but not limited to
3 hinged food containers, plates, bowls, cups, and trays.

4 CUSTOMER: means any person who makes a retail purchase from store.

5 EXPANDED POLYSTYRENE: means blown polystyrene, commonly known as styrofoam, and
6 any other expanded or extruded foam consisting of thermoplastic petrochemical materials
7 utilizing a styrene monomer and processed by techniques that may include:

8 (a) for expandable bead polystyrene, fusion of polymer spheres;
9 (b) injection molding;
10 (c) foam molding; and
11 (d) for extruded foam polystyrene, extrusion blow molding.

12 FARMERS' AND ARTISANS' MARKET: means a market at which local farmers and artisans
13 sell their products and crafts directly to consumers.

14 FOOD: means any raw, cooked, or processed edible substance, ice, beverage, or ingredient
15 used or intended for use or for sale, in whole or in part, for human consumption.

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

20 PLASTIC: means a synthetic material made from linking monomers through a chemical reaction
21 to create a polymer chain that can be molded or extruded at high heat into various solid forms
22 that retain their defined shapes during their life cycle and after disposal.

23 POINT OF SALE: means a check-out stand, cash register, or other point at which a sales
24 transaction occurs in a store or retail food establishment or, for products that are ordered
25 remotely from a store or retail food establishment and delivered, the location where the products
26 are delivered.

27 POSTCONSUMER RECYCLED CONTENT: means any material that would otherwise be
28 destined for solid waste disposal, having completed its intended end use and product life cycle.

1 Postconsumer recycled material does not include materials and byproducts generated from
2 original manufacturing and fabrication process.

3 READY-TO-EAT FOOD: means food that is cooked or otherwise prepared in advance for
4 immediate consumption.

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

8 Recycled carryout bag does not include:

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

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

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

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

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

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

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

25 (a) Any private home;

26 (b) Private boarding houses;

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

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

1 include bags made of biologically based polymers such as corn or other plant sources; except
2 that a carryout bag made of hemp is a reusable carryout bag if it is designed and manufactured
3 in accordance with the above specifications.

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

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

14 WATER BOTTLE means a single-use plastic container of less than one (l) gallon containing
15 drinking water.

16 5-12-2: RESTRICTIONS ON THE USE OF SINGLE-USE PLASTIC BAGS:

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

18 5-12-3: OPT-IN FOR FOOD SERVICWARE AND CONDIMENTS PROVIDED BY
19 RETAIL FOOD ESTABLISHMENTS OR THIRD-PARTY DELIVERY PLATFORMS:

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

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

26 C. This section shall not apply to:

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

29 2. Prepackaged items that include single-use condiments and/or single-use food
30 serviceware.

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

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

6 5-12-4: RECYCLED PAPER CARRYOUT BAG FEE:

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

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

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

15 5-12-5: SIGNAGE:

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

18 5-12-6: STORE COLLECTION, REMITTANCE, USES OF THE RECYCLED PAPER
19 CARRY OUT BAG FEE:

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

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

26 1. To provide educational information to customers about the fee;

27 2. To provide the signage required;

28 3. To train staff in the implementation and administration of the fee;

29 4. To improve or alter infrastructure or computer programs to allow for the
30 implementation, collection, administration of the fee;

1 5. To encourage the use of reusable bags, and/or promote the recycling of
2 paper bags; and/or,

3 6. To improve infrastructure to increase recycling.

4 5-12-7: TOWN RECYCLED PAPER CARRY OUT BAG FEE FUND AND USES:

5 A. Administration of the fund.

6 1. The fee shall be administered by the finance director and in a manner that separately
7 tracks the collection and expenditure of such fees.

8 2. The fees collected in accordance with this section shall not be used for general
9 municipal or governmental purposes or spending, nor shall the fund ever be transferred to or
10 become part of the Town's general fund.

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

13 1. Staffing, administration and enforcement of the program;

14 2. Developing recycling, composting, or other waste diversion programs;

15 3. Educating and developing outreach for the entire community, including residents,
16 business, and visitors to the Town; and/or,

17 4. Purchasing and installing equipment, reusable bags, and other materials designed to
18 minimize bag pollution, including but not limited to, recycling containers, and waste receptacles.

19 5-12-8: BAN ON SINGLE USE PLASTICS AND POLYSTYRENE:

20 A. The sale or provision of single use plastic water bottles and/or single use plastic food
21 serviceware is prohibited in any building or portion of a building that the Town owns or leases,
22 any building or portion of the building leased to the Town, any Town park, and/or at any special
23 event of the Town or under a permit issued by the Town.

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

28 C. Beginning July 1, 2024, any business in the Town of Breckenridge shall be prohibited
29 from selling or offering for sale any single use plastic water bottles.

1 D. Beginning July 1, 2024, any retail food establishment shall be prohibited from selling or
2 offering for sale single use plastic containers and further shall be prohibited from providing
3 single-use plastic food serveware.

4 5-12-9: EXEMPTIONS:

5 This chapter does not apply to:

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

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

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

13 5-12-10: AUDITS; RECORDS; PENALTIES:

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

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

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

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

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

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

6 5-12-11: Fines and Penalties:

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

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

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

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

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

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

18 5-12-12: APPEAL OF NOTICE OF FINAL DETERMINATION:

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

24 B. The manager or their designated hearing officer shall conduct the hearing under the
25 procedures prescribed by chapter 19 of title 1 of this code , except that the manager shall notify
26 the store in writing of the time and place of the hearing at least ten (10) days before it is
27 scheduled. The hearing shall be held within sixty (60) days of the date of receipt of the request

1 for a hearing, unless the Town and the store mutually agree to a later date or the hearing officer
2 otherwise has good cause to extend the time to hold a hearing.

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

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

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

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

16 TOWN OF BRECKENRIDGE, a Colorado municipal corporation

17

18

19

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By: _____

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Eric S. Mamula, Mayor

22

23 ATTEST:

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27 _____

28 Helen Cospolich, CMC,

1 Town Clerk

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COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES.

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

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

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

5-12-1: DEFINITIONS:

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

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

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

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

1 CONTAINER: means a receptacle upon which or inside which food may be placed for
2 consumption, whether or not the receptacle can be fully closed, including but not limited to
3 hinged food containers, plates, bowls, cups, and trays.

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

5 EXPANDED POLYSTYRENE: means blown polystyrene, commonly known as styrofoam™,
6 and any other expanded or extruded foam consisting of thermoplastic petrochemical materials
7 utilizing a styrene monomer and processed by techniques that may include:

8 (a) for expandable bead polystyrene, fusion of polymer spheres;
9 (b) injection molding;
10 (c) foam molding; and
11 (d) for extruded foam polystyrene, extrusion blow molding.

12 FARMERS' AND ARTISANS' MARKET: A market at which local farmers and artisans sell their
13 products and crafts directly to consumers.

14 FOOD: means any raw, cooked, or processed edible substance, ice, beverage, or ingredient
15 used or intended for use or for sale, in whole or in part, for human consumption.

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

20 PLASTIC: means a synthetic material made from linking monomers through a chemical reaction
21 to create a polymer chain that can be molded or extruded at high heat into various solid forms
22 that retain their defined shapes during their life cycle and after disposal.

23 POINT OF SALE: means a check-out stand, cash register, or other point at which a sales
24 transaction occurs in a store or retail food establishment or, for products that are ordered
25 remotely from a store or retail food establishment and delivered, the location where the products
26 are delivered.

27 POSTCONSUMER RECYCLED CONTENT: means any material that would otherwise be
28 destined for solid waste disposal, having completed its intended end use and product life cycle.

1 Postconsumer recycled material does not include materials and byproducts generated from
2 original manufacturing and fabrication process.

3 READY-TO-EAT FOOD: means food that is cooked or otherwise prepared in advance for
4 immediate consumption.

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

8 Recycled carryout bag does not include:

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

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

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

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

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

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

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

25 (a) Any private home;

26 (b) Private boarding houses;

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

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

1 include bags made of biologically based polymers such as corn or other plant sources; except
2 that a carryout bag made of hemp is a reusable carryout bag if it is designed and manufactured
3 in accordance with the above specifications.

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

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

14 WATER BOTTLE means a single-use plastic container of less than one (l) gallon containing
15 drinking water.

16 5-12-2: RESTRICTIONS ON THE USE OF SINGLE-USE PLASTIC BAGS:

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

18 5-12-3: OPT-IN FOR FOOD SERVICWARE AND CONDIMENTS PROVIDED BY
19 RETAIL FOOD ESTABLISHMENTS OR THIRD-PARTY DELIVERY PLATFORMS:

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21 food serviceware unless a customer requests them at the point of ordering whether online, by
22 phone, or in-person. The penalties established in section 5-12-11 below shall be applicable only
23 to retail food establishments but not individual employees.

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

26 C. This section shall not apply to:

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

29 2. Prepackaged items that include single-use condiments and/or single-use food
30 serviceware.

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

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

6 5-12-4: RECYCLED PAPER CARRYOUT BAG FEE:

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

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

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

15 5-12-5: SIGNAGE:

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

18 5-12-6: STORE COLLECTION, REMITTANCE, USES OF THE RECYCLED PAPER
19 CARRY OUT BAG FEE:

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

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

26 1. To provide educational information to customers about the fee;

27 2. To provide the signage required;

28 3. To train staff in the implementation and administration of the fee;

29 4. To improve or alter infrastructure or computer programs to allow for the
30 implementation, collection, administration of the fee;

1 5. To encourage the use of reusable bags, and/or promote the recycling of
2 paper bags; and/or,

3 6. To improve infrastructure to increase recycling.

4 5-12-7: TOWN RECYCLED PAPER CARRY OUT BAG FEE FUND AND USES:

5 A. Administration of the fund.

6 1. The fee shall be administered by the finance director and in a manner that separately
7 tracks the collection and expenditure of such fees.

8 2. The fees collected in accordance with this section shall not be used for general
9 municipal or governmental purposes or spending, nor shall the fund ever be transferred to or
10 become part of the Town's general fund.

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

13 1. Staffing, administration and enforcement of the program;

14 2. Developing recycling, composting, or other waste diversion programs;

15 3. Educating and developing outreach for the entire community, including residents,
16 business, and visitors to the Town; and/or,

17 4. Purchasing and installing equipment, reusable bags, and other materials designed to
18 minimize bag pollution, including but not limited to, recycling containers, and waste receptacles.

19 5-12-8: BAN ON SINGLE USE PLASTICS AND POLYSTYRENE:

20 A. The sale or provision of single use plastic water bottles and/or single use plastic food
21 serviceware is prohibited in any building or portion of a building that the Town owns or leases,
22 any building or portion of the building leased to the Town, any Town park, and/or at any special
23 event of the Town or under a permit issued by the Town.

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

28 C. Beginning July 1, 2024, any business in the Town of Breckenridge shall be prohibited
29 from selling or offering for sale any single use plastic water bottles.

1 D. Beginning July 1, 2024, any retail food establishment shall be prohibited from selling or
2 offering for sale single use plastic containers and further shall be prohibited from providing
3 single-use plastic food serveware.

4 5-12-9: EXEMPTIONS:

5 This chapter does not apply to:

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

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

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

13 5-12-10: AUDITS; RECORDS; PENALTIES:

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

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

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

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

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

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

6 5-12-11: Fines and Penalties:

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

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

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

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

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

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

18 5-12-12: APPEAL OF NOTICE OF FINAL DETERMINATION:

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

24 B. The manager or their designated hearing officer shall conduct the hearing under the
25 procedures prescribed by chapter 19 of title 1 of this code , except that the manager shall notify
26 the store in writing of the time and place of the hearing at least ten (10) days before it is
27 scheduled. The hearing shall be held within sixty (60) days of the date of receipt of the request

1 for a hearing, unless the Town and the store mutually agree to a later date or the hearing officer
2 otherwise has good cause to extend the time to hold a hearing.

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

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

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

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

16 TOWN OF BRECKENRIDGE, a Colorado municipal corporation

17

18

19

20

By: _____

21

Eric S. Mamula, Mayor

22

23 ATTEST:

24

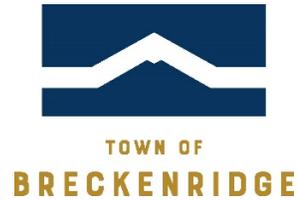
25

26

27 _____

28 Helen Cospolich, CMC,

1 Town Clerk



Memo

To: Breckenridge Town Council Members
From: Melanie Leas, Housing Project Manager
Date: 3/3/2023 (For March 14, 2023 worksession)
Subject: Resolution No. 14 – Housing Name Change

This resolution will change the current name of the Town owned apartments commonly known as “Block 11 Apartments” to “Ullr Flats”. This name change will encompass all three buildings that will now be referred to as Ullr Flats. The apartments will now be referred to as Ullr Flats A, B, and C.

1 RESOLUTION NO.

2
3 Series 2023

4
5 A RESOLUTION CHANGING THE NAME OF "BLOCK 11 APARTMENTS" TO "ULLR
6 FLATS."

7
8 WHEREAS, by Resolution No. 13, Series 2014 the Town Council adopted certain
9 policies to establish a systematic and consistent methodology for the naming of Town-owned
10 properties; and

11 WHEREAS, the Town owns apartment buildings commonly known as "Block 11
12 Apartments;" and

13 WHEREAS, the Town Council has been requested to formally change the name of "Block
14 11 Apartments" to "Ullr Flats;" and

15 WHEREAS, the Town Council has considered the request, and finds and determines
16 that the apartment buildings currently known as "Block 11 Apartments" should be formally
17 renamed "Ullr Flats;" and

18 WHEREAS, in considering this renaming request the Town Council has given due and
19 proper consideration to the policies and procedures set forth in Resolution No. 13, Series
20 2014.

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

23 **Section 1.** The apartment buildings owned and operated by the Town known as "Block
24 11 Apartments" shall hereafter be known as "Ullr Flats." All references in Town documents to
25 "Block 11 Apartments" shall be taken to mean "Ullr Flats" without formal amendment.

26 **Section 2.** This resolution is effective upon adoption.

27
28 RESOLUTION APPROVED AND ADOPTED this ____ day of _____, 2023.

29
30 TOWN OF BRECKENRIDGE

31
32 By: _____/s/_____
33 Eric S. Mamula, Mayor

ATTEST:

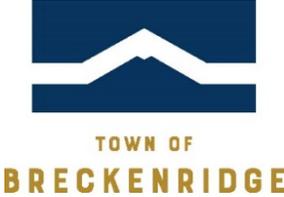
_____/s/_____
Helen Cospolich, CMC, Town Clerk

APPROVED IN FORM

_____/s/_____
Town Attorney Date

Memo

To: Breckenridge Town Council Members
 From: Town Staff
 Date: 3/9/2023
 Subject: Public Projects Update



Blue River Rebuild Project

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 projects for 2023 includes installation of the planting materials along the river parcel, completion of the updated floodplain mapping, capstone placement on the bridge pillars, and roadway striping on Coyne Valley Rd.

Staff has been working with the design-build team to incorporate some additional plantings on the Open Space parcel as well as to provide weed mitigation, landscape maintenance, and watering services for 2023 and 2024. The plantings proposed include approximately 40 deciduous trees and 30 evergreens in addition to the 3500 shrubs and 40 trees already planned for the project. The cost for the plantings includes design, coordination, and watering.

The cost of the additional scope is displayed in the tables below. Staff is proposing to allocate 50% of the cost to Open Space and 50% to Capital. Staff recommends adding the additional scope to the project to capitalize on the existing contractor resources for the plantings and to provide enhanced weed mitigation to the parcel.

Table 1. Additional Work Proposed

2023 Maintenance, weed mitigation, reseeding	\$	66,500
2023 Additional trees & shrubs for Open Space parcel	\$	100,000
2024 Maintenance, weed mitigation, reseeding	\$	56,500
2024 Supplemental Irrigation (if needed)	\$	75,000
TOTAL ADDITIONAL COSTS	\$	298,000

Table 2. Proposed Funding

	2023 Remaining Budget Coyne Culvert	2023 Appropriation	2024 Budget
Open Space Fund		\$ 100,000	\$ 49,000
Capital Fund	\$ 100,000		\$ 49,000

Goose Pasture Dam Rehabilitation

Season 3 work is underway at the dam. Crews have been working on re-establishing the cofferdam to support work on the low-level outlet works. This season's work includes lining the existing low-level outlet works, completion of earthwork and walls on the west side of the dam, electrical work for the new control house, and final grading.

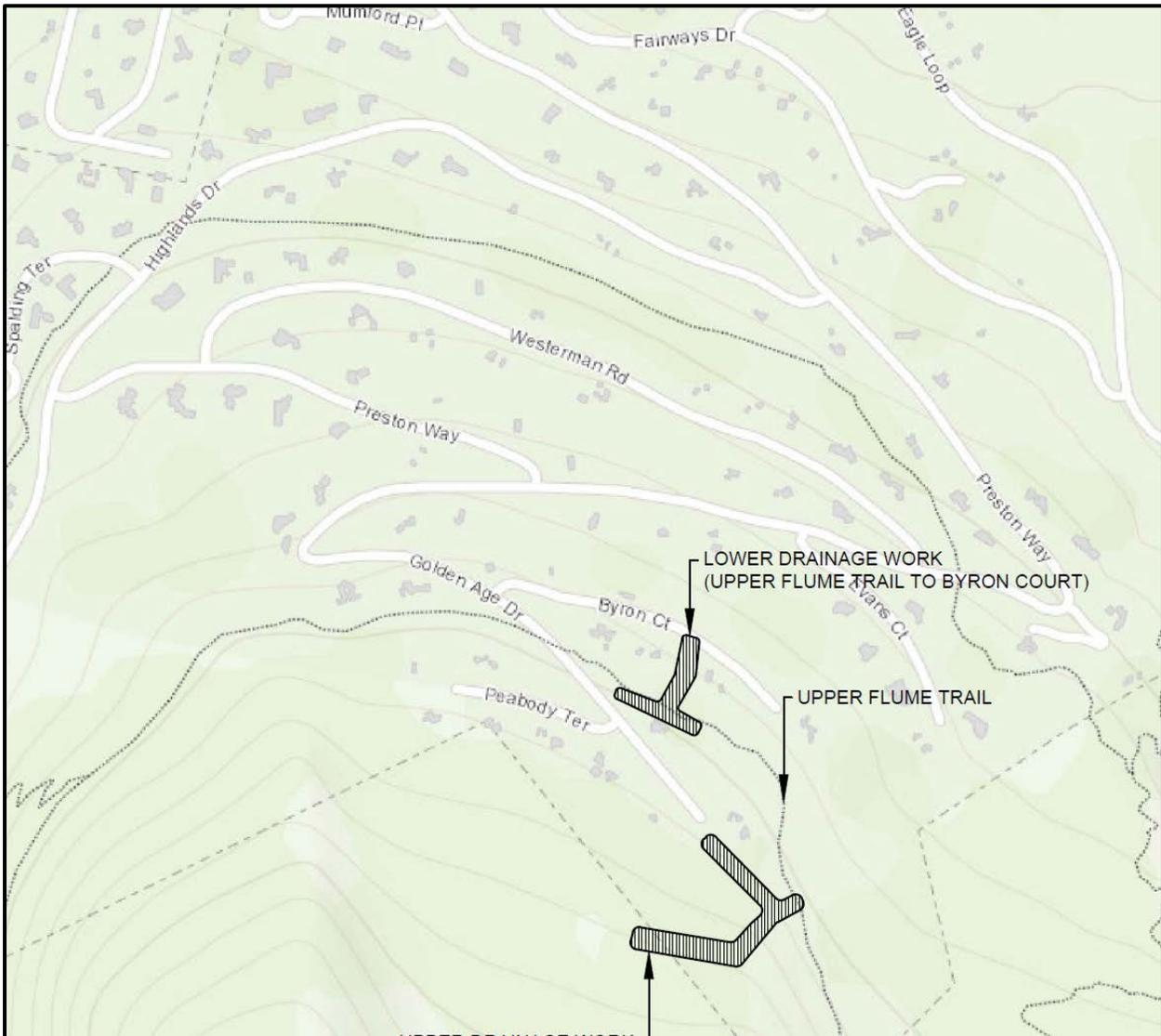
This project began in 2021 and will be constructed over three seasons with completion in November 2023. There is no recreational access to the Tarn during the construction. Public outreach for the project in ongoing through the project website: <https://www.townofbreckenridgegptd.com>.

Upper Flume Drainage Repair

Existing drainage in the Highlands Subdivision, between Golden Age Drive and Byron Court, has not been functioning adequately in recent years and has led to drainage issues near homes on Byron Court. Currently, runoff drains from a Town open space parcel and a USFS parcel to Golden Age Drive and then to the Upper Flume. In this location, the Upper Flume does not drain and the runoff stagnates in the flume, infiltrates subsurface into the ground, and then resurfaces near several homes downhill of the flume. The drainage has been a maintenance issue for both the Streets and Trails Divisions and the maintenance work has been unable to create a long term solution. Additionally, USFS clear cutting operations uphill of the flume has exacerbated the drainage issue in recent years. The Town owns and maintains the drainage infrastructure in this area and is responsible for the repair work. The construction project is expected to reduce maintenance work for Town Staff in this area.

This project will construct a new swale on the Town Open Space parcel to divert the majority of drainage away from development and into wetlands and open space below. A second swale will be constructed through a new easement at the low point in the swale to provide additional drainage.

Town Staff has completed construction documents for the drainage work and is currently advertising the project for bids, which are due on March 10th. Once bids are received, Staff will update Council on budget. Construction is scheduled to begin in July and be complete by September 2023.



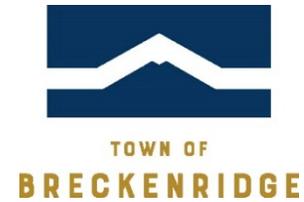
The vicinity map above shows the location of the drainage issues and the proposed 2023 construction areas to correct the drainage.

Budget:

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

Memo

To: Breckenridge Town Council Members
Cc: Rick Holman, Shannon Haynes
From: James Phelps – Director Public Works
Date: 3/9/2023 (for March 14, 2023, TC Work session)
Subject: Dog Waste Stations – Public Works recommendation



Background

The Town Council received an email communication on February 20th, 2023, from a combined group of HOA's (Vista Point, Gibson Heights, Wellington Neighborhood, Lincoln Park, Corkscrew Flats, and French Creek). The request for consideration is for additional dog waste stations (waste/trash cans) throughout these neighborhoods and Town paths.

Currently, the Town has five waste stations located on Reiling Road, Wellington Road, and French Gulch Road. The waste and recycle stations (dog bag stations included) are located on the walking path adjacent to Reiling Road, or at Bus Stop locations on Wellington Road and French Gulch Road. During summer months there is one additional waste station added at the Wellington Bike Park and Pump Track.

The request for consideration is an additional six waste stations. Four of the six additional stations would be located either on soft surface path (no winter maintenance) or private open space, both locations are internal to neighborhoods. Currently, the Town of Breckenridge has not provided any service for dog bag stations or dog waste stations located within neighborhoods or on private properties.

The remaining two requested stations are located on a main roadways (Reiling Road and French Gulch Road) and are part of an existing public works service route. With the addition of two waste stations, this would bring a total of seven waste stations within in a one-mile distance.

Recommendation

Public Works recommends adding two dog waste stations. One dog waste station would be located on Reiling Road and Sheppard Circle adjacent to recreation/walk path. The second dog waste station would be located at the French Gulch Road Bus Turnaround.

The two dog waste stations could be placed in field quickly to provide the additional dog waste service for the combined neighborhoods.

Staff will be present should there be any questions.

Memo

To: Town Council
 From: Mobility Staff
 Date: 3/7/2023
 Subject: Mobility Update

Parking:

- Wi-Fi in Parking Structure – To alert the public that we have free WiFi available, we are ordering “Free WiFi” stickers to add to our current parking zone signs and kiosks that are throughout both the inside and outside of the parking structure.



- We have seen an uptick in graffiti on our parking kiosks, signs, and infrastructure throughout the downtown core. PD is aware and our parking vendor is creating a police report when they discover additional graffiti and facilities is helping to repair the damage.

Free Ride Ridership:

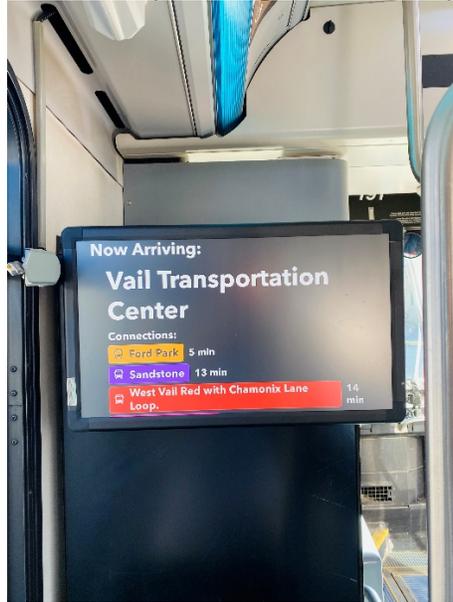
Route	February				YTD			
	Feb '23	Feb '22	+/-	%	2023	2022	+/-	%
Gold	4,644	7,319	-2,675	-36.5%	11,160	14,900	-3,740	-25.1%
Green	4,025	0	4,025	-	6,069	0	6,069	-
Brown	0	58,962	-58,962	-	0	122,799	-122,799	100.0%
Trolley	4,095	0	4,095	-	5,059	0	5,059	-
Purple	14,130	13,172	958	7.3%	27,039	28,624	-1,585	-5.5%
Yellow	0	69,070	-69,070	-	0	147,696	-147,696	-
Airport Rd. Express	0	2,351	-2,351	-	0	4,787	-4,787	-
Gray	107,823	0	107,823	-	220,418	0	220,418	-
TOTALS	134,717	150,874	-16,157	-10.7%	269,745	318,806	-49,061	-15.4%

Free Ride Updates:

- Transit Technology –
 - o With the exception of a couple buses needing updated equipment that is on its way, all stop annunciators were repaired last week and are functioning. We are still working through volume settings, please provide feedback to drivers if volume needs adjustment while you ride.
 - o GPS locations on Free Ride App – Our GPS trackers in buses were powered by outdated hardware, the contractor is in the process of installing newer technology that should

improve the smoothness of the App with bus tracking and locations, as well as passenger counting.

- Next Bus signs in shelters – Our contractor is sending the newest version of this sign to test and if we see an improvement, we will pursue a grant to fund the purchase for the 120+ we have currently deployed.
- Infotainment screens in buses – Our contractor is quoting the cost to install these in our fleet. We will pursue a grant to fund the purchase this year.



- 3 new Proterra battery electric buses are on the way, should arrive between March 20th and 27th:



Memo

To: Town Council
 From: Jessie Burley, Sustainability + Parking Manager
 Date: 3/8/2023
 Subject: Sustainability Update

PAYT – Staff developed communications for the launch of “Sustainable Saturday” social media post generating interest in the upcoming public forums and driving traffic to the Zero Waste landing page (130 visitors). The full marketing campaign with paid advertising will launch in early April. Staff continues to work on timing of messaging with the haulers and HC3.



REMP – Staff will bring back two policy questions to Council on March 28th related to permanent natural gas appliances and maximum snow melt options before drafting an ordinance for consideration.

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

Material Management – Daily checks of Commercial Shared Enclosures has resulted in reduced illegal dumping and contamination issues. Five businesses have been contacted in the past three weeks who were out of compliance and education and assistance were provided. Material Management Fee outreach and fee collection continue. Thirty-four businesses have paid out of 180 invoices sent.

Breck E-Ride – Drop Mobility and Town of Breck staff recommend the following pricing model be used for the Breck E-Ride program this summer:

	Initial Price	Additional per min fee
Pay As You Go	\$3 to unlock, includes 30 minutes of ride time.	\$0.50/min after
Monthly Pass <i>(only available to locals, must live or work in Breckenridge)</i>	\$25/month. Includes 60 minutes of ride time per day, no unlock fees	\$0.15/min after
Season Pass <i>(only available to locals, must live or work in Breckenridge)</i>	\$100/season. Includes 60 minutes of ride time per day, no unlock fees.	\$0.15/min after
Equity Pass <i>(must provide documentation showing 60% AMI or less)</i>	50% discount on monthly or season memberships listed above. Same benefit: Includes 60 mins of ride time per day, no unlock fees.	\$0.15/min after

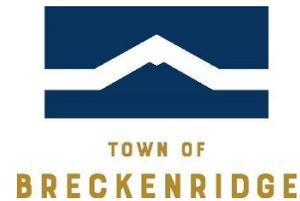
This pricing model is nearly identical to what was used last summer by Town of Vail and neighboring jurisdictions for their [Shift Bike](#) program. Data from last summer’s Shift Bike program showed the average ride distance was 2.94 miles and average ride duration was 30.1 minutes. These results indicate that the system was used as intended; To provide short, one-way trips for commuting, running errands, or connecting to transit. The one difference in proposed pricing models is that our Pay-as-you-go rate after the first 30 mins is \$0.50/min, rather than \$0.40/min that is used in Vail. The reason for this difference was to accommodate the Town’s concern of ensuring pricing does not compete with local bike rental shops. To that point, below is a comparison of Breck’s PAYG pricing VS Vail’s, across a 4-hour period:

	\$0.50/min (Breck)	\$0.40/min (Vail)
Up to 30 mins	\$3	\$3
1 hour	\$18	\$15
2 hours	\$48	\$36
3 hours	\$78	\$60
4 hours	\$108	\$84

In surveying local bike shop websites, ones that offer half-day (4-hour) e-bike rentals range from \$45-\$60 in price. The pricing model recommended here has been intentionally designed so that 4-hours on the Breck E-Ride amounts to approximately *double* what someone would pay to rent from a local bike shop. Town staff will be hosting an info session specifically for local bike shops on Tuesday April 11th, to hear their input and provide an overview of the program. Drop Mobility intends to send some of their team members out to assist in-person, as well as give a brief overview to Council at that evening’s work session.

Monthly and season pass options will be exclusively available to locals that live or work in Breckenridge, and includes 60 minutes of ride time each day. Finally, an Equity pass will be available to any community members at or below 60% AMI, or are enrolled in any federal assistance programs (SNAP, TANF, Medicaid, or an unemployment verification letter). The Equity pass will provide a 50% discount on either the monthly or season pass options listed above.

Mayor's Challenge – The final [Mayor's Challenge](#) prize week is happening *Mon 3/13 - Sun 3/19*. Community members can participate by replacing at least one car trip with alternative transportation, submitting a selfie/photo from their trip, and they'll be entered to win one of five \$50 gift cards to various local restaurants/businesses. To sweeten the pot for the final prize week, we are adding two additional special prize categories "Best Alt Commute featuring a dog" (must include dog in photo submitted) and a "Staff's Favorite", for even more chances for people to win.



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Town Clerk
Date: 3/8/2023
Subject: Committee Reports

Police Advisory Committee (PAC)

Chief Jim Baird

2023 Community Representatives in attendance: Dick Carlton, Dave Askeland, Jim Trisler

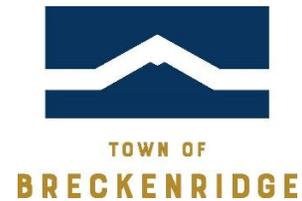
Sgt. Garrison Green and Sgt. Lyn Herford and PAC members discussed the following:

- **Recruiting and Hiring process:** PAC was given a hiring update and told we have three trainees in the current academy class at CMC. We have hired a new Detective who started February 27th. There are several candidates in the testing process and we hope to have more people hired soon.
- **Response to Resistance Incidents :** Sgt. Green reviewed a recent use of force incident involving a Breckrenridge Police Officer and showed body camera footage to PAC of the incident. A discussion ensued about body camera usage by officers and Sgt. Green explained how footage is reviewed and stored for all incidents.

The next PAC meeting will be held May 3, 2023.

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	No Meeting/Report
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	No Meeting/Report
Breckenridge Social Equity Advisory Commission	Shannon Haynes	No Meeting/Report
Communications	Brooke Attebery	No Meeting/Report

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



Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation/Programs
Date: 3/6/2023
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on Wednesday, March 1, 2023. Below you will find the meeting minutes and a link to the SEPA calendar. Julia Puester- Assistant Director of Community Development joined the meeting to present findings from the TOB's Capacity Analysis Dashboard. BEC felt this was a great tool to continue to have access to. BCA is looking at piloting weekly community music programming (via AirStage) this summer in the Ridge Street Art Square. BTO will explore extending the ISSC viewing week, moving tear down to Friday. There are no additional items of note.

**Minutes
Breckenridge Events Committee
Wednesday, March 1, 2023
*Right event, right time, right result***

Attending: Michele Chapdelaine, Maddie Schilling, Kelly Owens, Jon Dorr, Shannon Haynes, Tamara Park (for Neal Kerr), Dave Feller, Andy Banas, Nathan Nosari, Carrie Benefiel, Kristi Rashidi, Chase Banachowski
Guests: Julia Puester, Sarah Wetmore, Majai Bailey, Tara Dew, Nick Wilson, Ashley Zimmerman, Cathy Boland

- I. **Michelle called the meeting to order at 9:03am.**
 - a Committee Member Roll Call
 - b Approval of minutes from Feb 1, 2023
 - A motion was made to approve the Feb 1, 2023 meeting minutes as submitted.
M/S/P

- II. **Review findings from the Town's capacity analysis project - Julia Puester**
 - a Julie Puester, Assistant Director of Community Development TOB, gave an update on progress with the Town's Capacity Analysis Dashboard. Town project to understand whether there are more people in town. Goal to build an interactive dashboard looking at how many people are in Breckenridge, what the mix is, and monitor changes over time.
 - Key metrics include traffic counts, trail user counts, sales tax collections, school enrollment numbers, lodging room nights, and mobile location data. Some data clean up still needs to happen with parking and transit data before it can be included. The dashboard will be updated on an annual basis.

- III. **Upcoming Events**

- a Update Pride/DEI Event, June 9-10, 2023
 - The planning group had a productive meeting in early Feb. Looking at a locally focused activation to celebrate PRIDE. Ideas include a picnic activation in the Arts District, cruiser bike ride down Main Street, Drag Queen educational fireside chat, and fashion show collaboration with FIRC.
 - Some discussion around incorporating a liquor permit with the activation in the Arts District.
 - BTO has confirmed Dean Nelson is available, formally produced Breck Ski Week. Nelson should offer a good lens on what ideas make sense to execute.

IV. Pending SEPA - Committee reviewed the list of pending SEPAs and had no concerns.

V. General Updates and Discussions

- a Strategic Discussion –goals for the community relative to events. - *standing item*
 - Committee review event strategic matrix from local event producers, looking at events that go through SEPA. Goal to evaluate the entire list with a holistic view, ensuring there is balance across the strategic pillars.
 - The Committee would like to see comments and descriptions built out further in the individual matrix, especially pertaining to Sustainability and DEI.
 - Suggestion to develop a survey for event producers as an alternative way to get the information the Committee is looking for.
 - Action Item: With feedback from local event producers, Sarah will build a table of the 2022 SEPA events for the committee to review in terms of balance across strategic goals.
 - a. Next phase of discussion – what are the takeaways? Are we finding balance with our event programming across the community.
- b BCA presented a new concept for AirStage programming. Considering hosting family friendly community events with AirStage in the Ridge Street Art Square (Barney Ford Lot) on a regular schedule. Model working well in other Summit County communities. Would be in addition to block parties. Looking to do a pilot run the third week of June through second week of August. Idea to apply for a liquor permit to help supplement funding.
 - The committee supported BCA moving forward with concept.
- c Update from Sustainability Sub-Group
 - Sustainability Group has held three meetings so far with local waste diversion companies to gather best practices. Received good information around what works, product options and incentives. Hope to schedule a meeting in the upcoming weeks to review information and distill down into recommendations to bring back to BEC.
 - Kelly updated the Committee on TC action with ban on plastic beverage containers. Ban was unable to pass on the second reading. Still moving forward, but TC will have to go back to the drawing board to dial in some of the language.
 - Business forums will be on Tuesday March 14 from 9-10am and April 11th from 9-10am. Both will be in the Recreation Center Multi-purpose room.

VI. Review Past Events

- a 2.11.23 St. Valentine’s Day Massacre Rugby Tournament @ Blue Goose Field – Minimal impact.
- b 2.11-12.23 SNOFEST, 2023 @ Carter Park by Breck Rec – Rec Center getting into more of these community family-based events. Goal to host quarterly moving forward.
- c Snow Sculpture – Majai updated committee on ISSC waste diversion reports from VertSites. Highest diversion rate yet for ISSC! achieved a 71% landfill diversion rate which is a seven percent increase in diversion from 2022.

- Town Council would like the BTO to explore extending the sculpture viewing week, moving tear down to Friday.

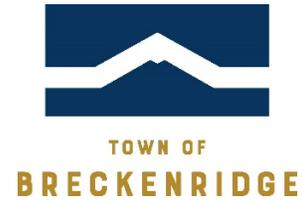
VII. Review Agenda Items for next BEC Meeting – April 5, 2023

- a Phase 2 Strategic Matrix Discussion

VIII. The meeting was adjourned at 10:14am.

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: 3/8/2023 (For March 14—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, thirteen grants have been submitted. Of those that have been submitted, two have been officially awarded, six are awaiting a decision, and five have not been funded.

Of those that were not funded, feedback received from the reviewers indicated that the proposed project was not a good fit for the available funding. This demonstrates that moving forward, a more strategic approach needs to be taken when choosing which grants to apply to.

Currently, staff is seeing the biggest challenge for funds related to Housing, specifically, AMI pricing requirements and Income Caps when looking for funds for the Stables Housing Project. Many of the grants available have restrictive Income Caps that, given our need for projects without income caps, disqualify the Town from applying. Despite this, the Grants Administrator and Housing Department continue to look for viable funding sources, including energy grant opportunities to fund portions of the project not related to housing, such as infrastructure and solar panels.

The attached PDF details grant submissions, and grant opportunities. Staff will be available at the March 14 work session to answer questions.

Grant Submissions with Decision

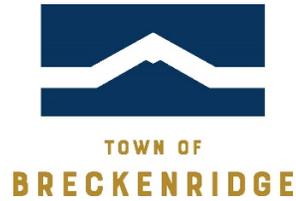
Funding Agency/Grant Name	Requested	Project Proposed	Decision
DOLA, EIAF	\$750,000	Solar Panels for Alta Verde II	Awarded
Office of Adult and Juvenile Assistance, SMART Grant	\$126,900	Tuition Payments for Police Academy to Recruit Officers and Reduce Barriers	Awarded
Urban Sustainability Directors Network, 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
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
DOLA—IHOI	\$3,000,000	Infrastructure for Stables Housing Project	1/31/23
DOT—ATTAIN Grant	\$5,000,000	Update transit technology on BFR and implement a micro-transit option	11/18/22

Grant Opportunities

Funding Agency	Main Goals of Grant	Possible Use of Funds
FTA—5339b/c	Funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities.	Planning for bus barn and electrification of BFR
OCED--Energy Improvement in Rural or Remote Areas	Deliver measurable benefits to energy customers in rural or remote areas by funding replicable energy projects that lower energy costs, improve energy access and resilience, and/or reduce environmental harm; Demonstrate new rural or remote energy system models using climate-resilient technologies	Could potentially help fund part of the Stables Project
DOE—Buildings Upgrade Prize	Capacity-building prize focused on reducing greenhouse gas emissions in existing buildings through energy efficiency and efficient electrification.	TBD
Colorado Department of Public Health and Environment--RREO Mini-Grants	Fund projects that lead to new opportunities to divert waste from CO landfills and create jobs. This RFA is to fund small-scale projects--available for equipment and supply purchases.	Stables enclosure for glass/food scrap depot
Economic Development Administration—Public Works Program	EDA invests in traditional public works projects, including water and sewer systems improvements, industrial parks, and business incubator facilities, expansion of port and harbor facilities, skill-training facilities, and brownfields redevelopment.	TBD—but could potentially tie this into opportunity to the Stables Project



Memo

To: Breckenridge Town Council Members
From: Melanie Leas, Housing Project Manager
Laurie Best AICP, Housing Manager
Date: 3/6/2023 (For March 14, 2023 worksession)
Subject: Stables Village Developer Agreement-Stables Village LLC

The purpose of this work session is to review the terms of the Developer Agreement that will be executed by the Town and Stables Village LLC. This agreement will establish the roles and obligations of the Town, and of Stables Village LLC relative to this project. We are soliciting your feedback to be incorporated into the Agreement that will be presented for your consideration at an upcoming meeting. Because this project involves transfer of Town-owned land, the approval process will require staff to return to a future meeting with a Bill for legislative action.

Background: The Town identified this site for middle income ‘for sale’ workforce housing and opted to partner with a developer to perform the development services which include pre-development design, architecture, financing, construction, and sales/marketing, etc. While the Town has partnered with developers of rental units on Town-owned land before, this is the first time the Town has partnered and contracted with a developer for a ‘for sale’ housing project on Town-owned land. Previous ‘for sale’ projects that have been developed on Town owned land (Blue 52 and Valley Brook Neighborhood) were developed with the Town acting as the developer. But given the size/cost of this project and the middle-income target, it was important to bring in a developer who could bring expertise and access to capital.

In May, the Town issued the Request for Proposal (RFP) seeking a partner to design, build, and sell approximately 100 units in single family, duplex, or multi-family configuration on the 38-acre site. The RFP targeted 80% - 120% AMIs at 6-10 Units Per Acre (UPA) with all units being deed restricted and no market rate units to be included. After interviewing a half dozen applicants, a team led by local architect Suzanne Allen-Sabo/Stables Village LLC was selected. Stables Village LLC has brought in Denver based sustainability focused contractor, Thrive Home Builders. Allen-Sabo requested the least amount of subsidy and developer fee, and recognized and surpassed the Town’s sustainability goals, proposing a net zero and carbon neutral development. Allen-Sabo brings over 30 years of architectural experience in Summit County to the project and Thrive is a leading sustainable builder in Colorado and the US, most recently receiving the 2022 Housing Innovation Award from the U.S. Department of Energy. Together, the team has over six decades of high-level design-build experience and has been recognized with numerous national home building awards.

Stables Village LLC is currently contracted with the Town for pre-development services including the design and entitlements. As they have worked through entitlements, the development has been scaled down from 100 units in two phases on 38 acres to one project consisting of 61 units on about 8 acres. The reduction of the number of units, along with the addition of garages and focus on 3 and 4 bedroom units, plus increased open space, infrastructure, and amenities costs has impacted the per unit subsidy while also reducing the project revenue. A master plan is currently being processed with the Planning Commission and one of the next steps is to execute a project Agreement establishing roles and obligations for the next phases through completion of this project. Since this process and this model of development is similar to the Smith Ranch process we have modelled this project Agreement on the Town of Silverthorne contract form. We are working closely with the Town Attorney and the Developer’s

Attorney on the form and substance of the Agreement. The deal points for the Stables Village development are summarized below and we look forward to your comments.

Deal Points:

Estimated Project Cost: \$56,301,282

Town Infrastructure Contribution: \$5,805,875
 Town Cash Subsidy: \$7,200,000 (\$50K per door plus \$22K per door for net zero)
 Vertical Development: \$43,295,407 (include 3.5% developer fee of \$1,608,816)

Additional Town Waivers / Subsidies provided: (non-cash)
Fee waivers (water and permits): \$1,480,000
TDRs: \$11,600,000
Land: \$3,600,000

Developer Financing – The Developer’s contribution / project risk is currently estimated at \$32 million which will be financed. The Developer fee will not exceed 6.5% of hard and soft project costs. The current estimated fee is at 3.5% in an effort to make the project pencil. It should be noted that traditionally developer fees are upwards of 10% - all other proposals received during the RFP were at least 10%.

Grants – The Town has submitted for a \$3,000,000 Department of Housing (DOH) grant and we expect a decision in March. In addition, we expect the project will qualify for at least \$750,000 from Department of Local Affairs (DOLA) for net zero. These grants are not included in the project revenue above and if approved would close the gap on the project budget. However, staff has been advised that the DOH grant will include income testing, and we are asking for Council direction. The grant is specifically for the triplexes which are priced from 80-110% AMI. The grant would require income testing at 140% AMI. Staff would support income testing only for these lower priced units since our goal is that the lowest priced units are available to the household who can only afford those units. It has been our standard process to require some income testing for lower AMI units with a 30% buffer (Blue 52 and Valley Brook).

Town Obligations – The Town is obliged to pay the Developer for infrastructure costs including but not limited to deep utilities, over lot grading, sewer, water and electrical connections, upgrades to Stables Road, etc. prior to transferring ownership to the Developer. The Developer is not asking for profit on the infrastructure project. Their fee is based solely on the vertical construction. Additionally, the Town agrees to contribute a \$7.2 million cash subsidy to be dispersed at agreed upon substantial milestones of project.

Unit Count, Description and Price Points – Current pricing based on 2022 Area Median Income (AMI). 2023 AMIs will be out in April and may result in pricing adjustments or subsidy reduction

Unit Type	AMI	Number of Units	Total SF	Price Per SF
Townhome 2 Bed	80% - \$366,380	2	1,451	\$252
Townhome 3 Bed	100% - \$402,356	2	1,572	\$255
Townhome 3 Bed	100% - \$475,512	3	1,572	\$302
Townhome 2 Bed	110% - \$449,607	4	1,451	\$309
Townhome 3 Bed	110% - \$530,078	7	1,572	\$337
Duplex 2 Bed	130% - \$535,386	7	1,601	\$334
Duplex 3 Bed	130% - \$628,963	3	1,993	\$315
Duplex 3 Bed	140% - \$682,655	28	1,993	\$342
Single Family 4 Bed	140% - \$769,626	5	2,602	\$295

Preliminary Schedule – The following assumes adoption of the Stables Village Master Plan at a Town Project Hearing on April 11.

Finalize Contract with Developer: April 11, 2023
Submit for Infrastructure Permits: April 15, 2023
Infrastructure by Town Begins: May 1, 2023 (managed by Developer)
Subdivision to create two development tracts: April 11, 2023 – Begin process
Pre-Sales for first 22 units (Duplex & SFR): July 2023
Transfer first development tract to Developer (approx. 5 acres): August 2023
Vertical Construction - first tract (Upper duplex & single family - 22 units): September 2023 – Summer 2024
Vertical Construction - (triplex units): May 2024 – Fall 2025
Transfer balance of land to Developer: May 2024
Vertical Construction - last 21 units: Summer 2024 – Winter 2025

Transfer of Land – Upon substantial completion of infrastructure, the Town will transfer ownership of approximately half of the parcel to the developer for vertical construction to commence. This transfer will include the upper portion of the site including duplexes and single-family homes lots as well as the triplex site, roughly 40 units. This transfer will enable the Developer to obtain financing. Upon substantial completion of these 40 units in Spring 2024 the Town will transfer the remainder of the parcel to the development team for completion of the project. Before the transfer, the Town and the Developer must mutually agree that market conditions at the time support buildout of the project.

Market Risk Management – By phasing the development into three distinct phases of construction and sales, the Town and the Developer will be able to access and manage market risks over time. The transfer of the land will transfer risk to the Developer.

Restrictive Covenant –

- 2% appreciation cap
- 2% real estate commission
- Lottery required for re-sale
- Maintenance Provision Included
- Employee occupied 30 hours / work for a business in or serving Summit County (no remote)
- Must be the owner's primary residence

Sales and Marketing – The Town and Developer agree to establish a mutually acceptable marketing plan with criteria and processes to insure broad marketing throughout the community. The Developer intends to contract with a third-party real estate team for marketing and sales services while utilizing the Summit Combined Housing Authority (SCHA) for qualification and lottery process. The Developer will compensate the SCHA for these services. The Developer will also partner with and compensate Mountain Dreamers/ FIRC for assistance in the application process. The Developer is requesting that if a unit is not sold within three months of certificate of occupation (C.O.), the Town will have the right to purchase the unit (or buy down the unit). If the Town elects not to purchase or buy down the unit, the Developer would like to lease the unit at an agreed upon price until the Developer deems it possible to market for sale again under acceptable terms.

Other – The Upper Blue Sanitation District (UBSD) has requested to purchase three duplex units outside of the lottery in exchange for waiving their fees. The numbers demonstrated in the project budget reflect no fee from UBSD at this time. The current fee for this development is \$1,925,160 that is being waived.

Town Council Questions:

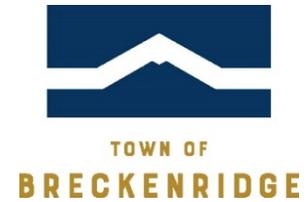
1. Is the Council comfortable with required income testing for the townhomes to qualify for the DOLA grant or no income testing at all which would result in be ineligible for the DOLA grant?
2. Is the Council supportive of the sales request if not sold within 30 days of C.O.?
3. Is the Town Council supportive of the UBSD fees being waived to the benefit of the Developer to make up for some of their gap?
4. Is the Council supportive of the general terms of the deed restriction including the lottery?
5. Any general comments in regards to the deal points?

Summary:

The Developer will be available at your meeting on March 14th to discuss this project and the proposed terms of this agreement. Staff supports the project and looks forward to your input, specifically on the deal points. Our goal is to incorporate your feedback and prepare a final draft for formal consideration.

Memo

To: Breckenridge Town Council Members
From: Shannon Smith, Town Engineer
Date: 3/9/2023
Subject: Riverwalk Improvements- Living Lab



The Living Lab was a pilot project that implemented low-cost changes to pedestrian/bike circulation, delivery zones, and parking between Watson Avenue, Gold Pan Alley, and Ice House Alley in summer 2022. At the work session Norris Design, alongside Staff, will be leading a conversation with the Town Council on the successes, failures, and next steps for this pilot project. The slides for the presentation are attached.

Overall, the project was successful in meeting the goals of improving safety, prioritizing bikes and boots over cars, extending the bike route connection toward downtown, and improving pedestrian circulation to Main Street. Staff has found that the improvements in the Gold Pan Alley segment had more success than the Ice House Alley as presented in the slides.

In the Gold Pan Alley segment, seven formal parking spaces (and about nine informal spaces) were lost from Sawmill Lot to provide space for the new rec path spur along the river. The vehicular circulation was changed to northbound one-way from Ski Hill Rd to slow traffic and allow space for a protected pedestrian lane that was painted blue. The delivery zone in the alley, adjacent to the Schoonover Building, became more restrictive and use by “active deliveries only” was enforced. The east/west pedestrian connection from the parking structure to Main Street was enhanced with some limited signage and use of the decorative concrete barriers recycled from Walkable Main Street.

On Watson Avenue, green bars were added alongside the typical white bars of the crosswalk and in the bike lane to guide cyclists onto the new rec path spur.

On Ski Hill Road, a delivery zone was added on the north side of the street adjacent to Schoonover, a crosswalk was added to extend the bike route to the existing path behind the Bly Building, and the crosswalk connecting the two alleys was widened to increase visibility.

In the Ice House Alley segment, the blue pedestrian pathway was extended through the alley utilizing the existing delivery zone. To prioritize this shared space for pedestrians, the delivery zone use was restricted after 9am in the summer and not currently restricted for winter. Crosswalk markings were also added to enforce that pedestrians have the right-of-way when the path intersected the drive lanes in the parking areas. The pathway behind the Ice House dumpster building was widened and a pedestrian guardrail was added to improve safety.

Feedback from businesses and residents on the project was a mix of positive and negative. Most feedback was received by Staff when they were onsite throughout the summer, via phone calls, and when visiting the businesses ahead of the project. Below is a sampling of the feedback shared with Staff:

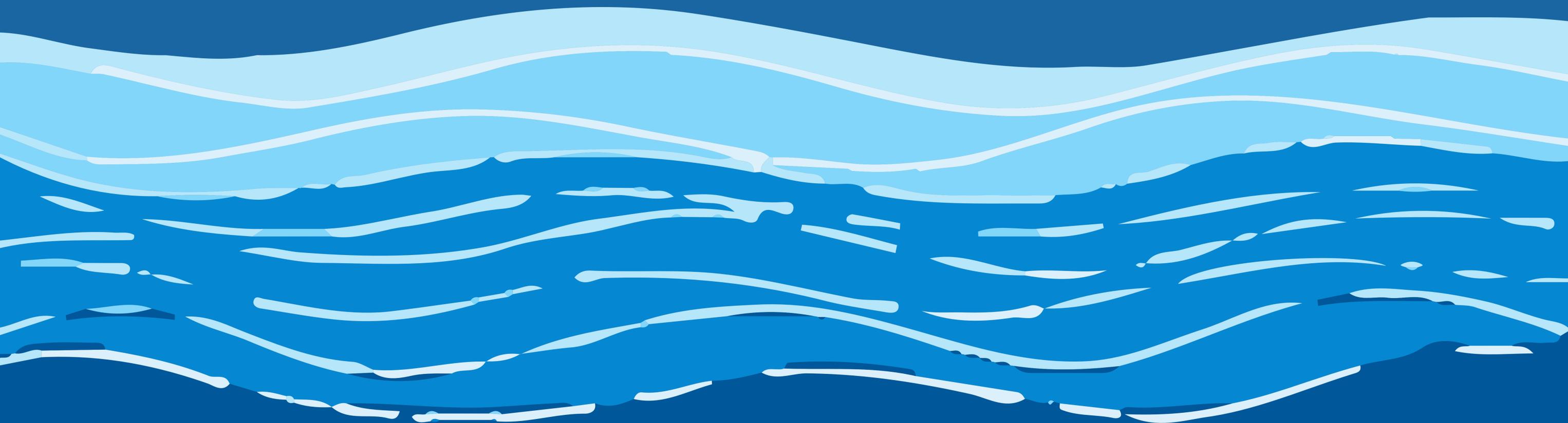
- One-way alley prohibits shortcuts through town when it’s busy
- I won’t be able to get onto Park Ave from Sawmill parking lot because Watson Ave is too busy
- Access to my property is more difficult
- I [delivery driver] cannot leave my truck in the alley for lunch break

- I had to take the bus today because I cannot park next to Schoonover for free
- There isn't enough room behind the Bly building for a rec path
- I love the blue walkway
- The art on the barricades is awesome
- The new section of rec path along the river is great
- All bikes and walkers should be on the rec path
- There isn't enough room for bikes and walkers on the rec path. Walkers should all be in the alley.
- My customers cannot park in the parking structure because the daily rate is too high [note: hourly parking option has been added to garage]
- The [Gold Pan] alley feels safe to walk now
- I like forcing the delivery trucks to come early in the morning to my business
- The new delivery zone [on Ski Hill Rd] is good when the others are full

We look forward to discussing the Living Lab with the Council at the work session. The following planning topics will be brought to Council at future meetings:

- A. Community Engagement Plan: April 11, 2023
- B. Watson Ave. Materials Management Center options: May 2023
- C. Schoonover Site re-development design options: June 2023
- D. Ice House Lot materials management: July 2023
- E. Peak 9/Peak 10 enclosures (located between Adams Ave. and Jefferson Ave., 400 S. Main Street block, adjacent to the river) materials management: August 2023

Breckenridge Riverwalk: Review of the Living Lab



Update from last meeting 02/28/23:

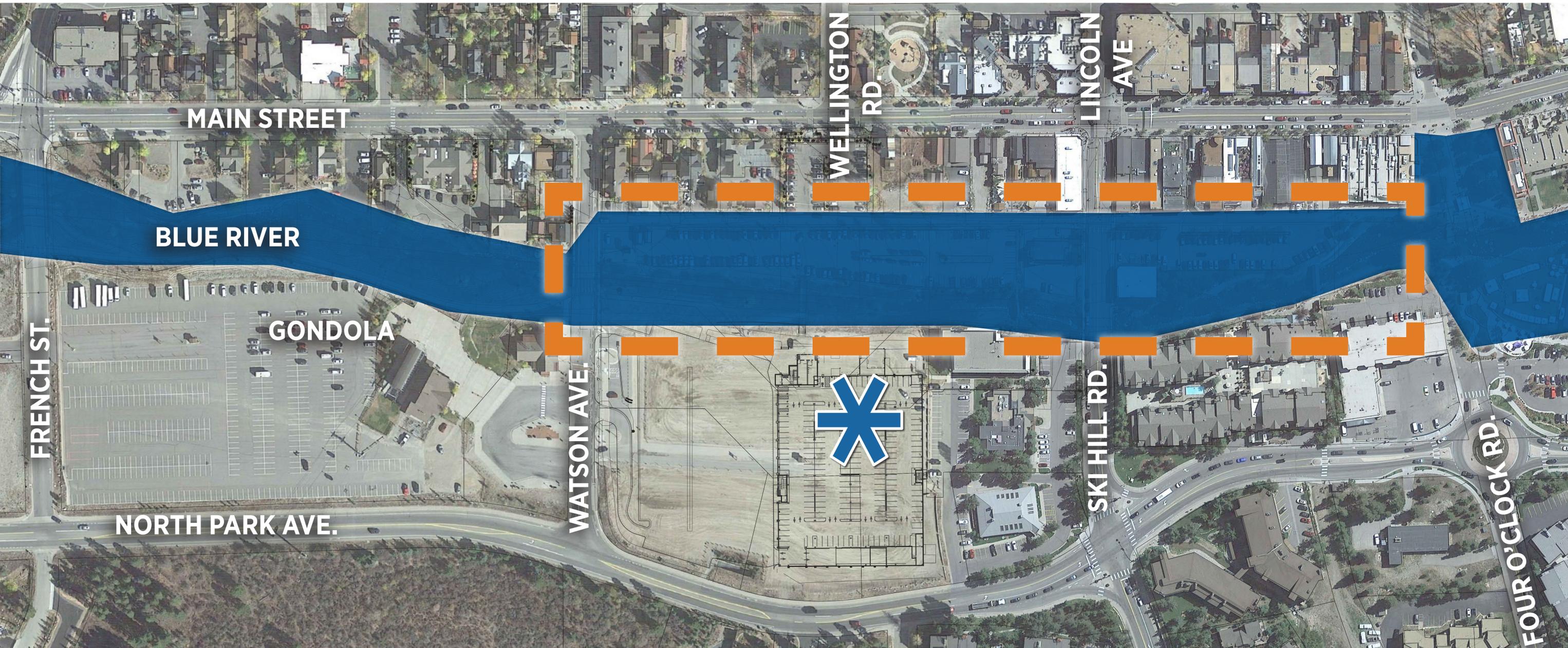
Community Goals:

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

Project Goals:

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

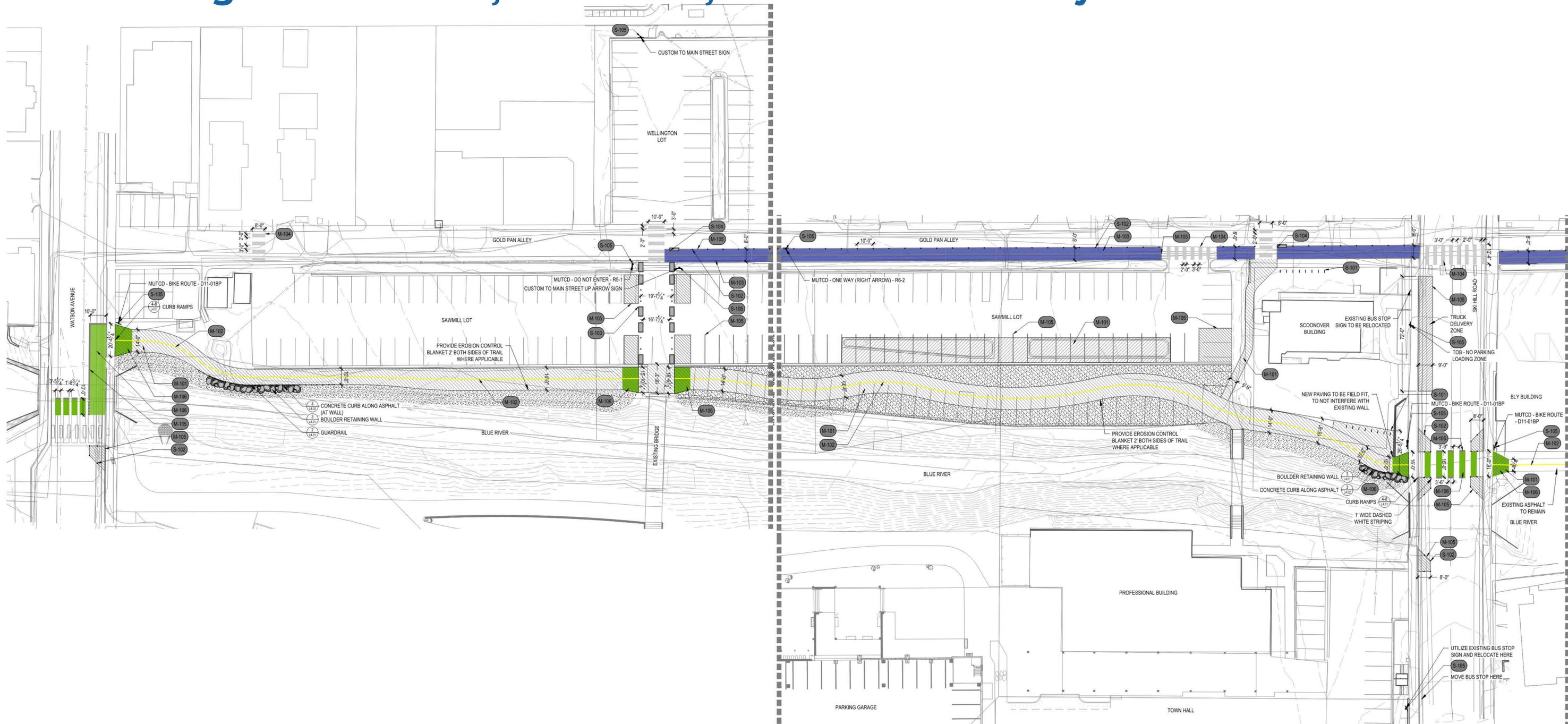
Living Lab Location: Gold Pan and Ice House Alley



Living Lab Location: What we did!

Gold Pan Alley

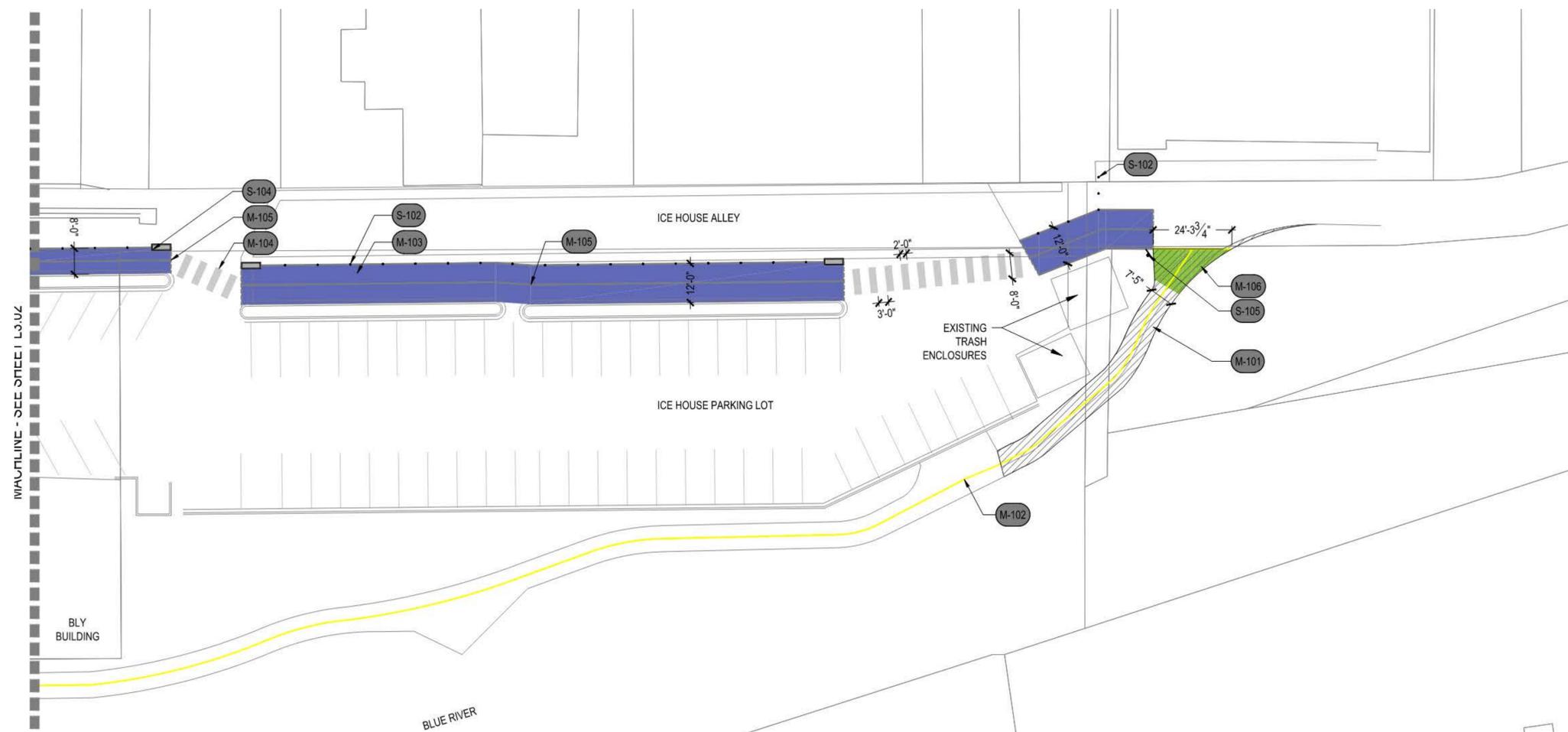
Demo, bike route, pavement painting, pedestrian route, one-way alley, painted barriers, signage, reconfiguration of the Sawmill lot, existing crossing enlargement, new crossing at Ski Hill Rd, bike racks, and added delivery zones.



Living Lab Location: What we did!

Ice House Alley

Demo, pavement painting, pedestrian route, painted barriers, signage, delivery zone change, crossing marking, bike route, and new pavement.



Successes and Failures?

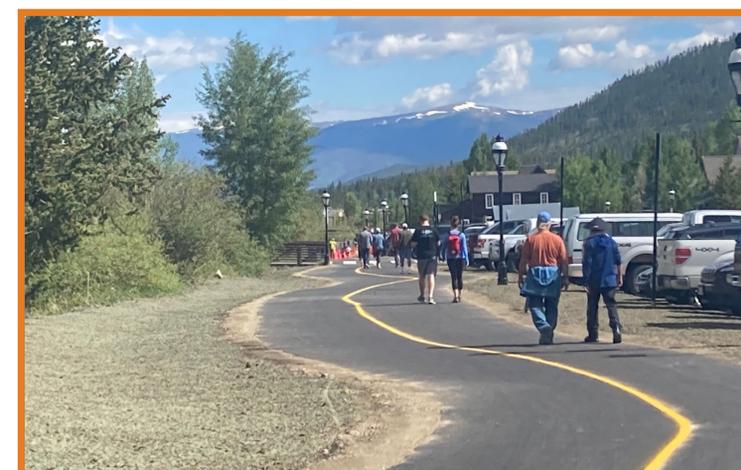
Gold Pan Alley Successes:

- Designated bike route between Watson and Ski Hill Rd
- Protected pedestrian route
- Painted barriers enhanced East/West connection to Main St
- One way vehicular circulation provided Traffic/speed calming
- Additional delivery zones, in alley and on Ski Hill Rd
- Other?

Gold Pan Alley Failures:

- Crossing/marketing paint not visible in winter
- Need more space on rec path for pedestrians, bikes and e-bikes?
- Other?

Question for Council:
What improvements do we keep?



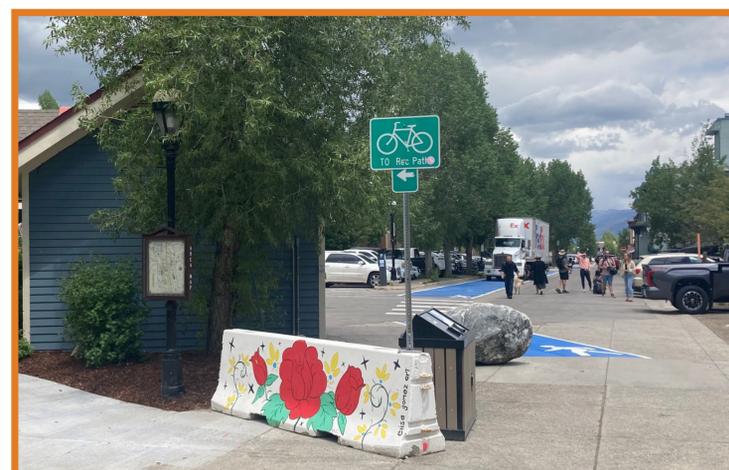
Successes and Failures?

Ice House Alley Successes: Ice House Alley Failures:

- Increased trail usage along river
- Designated pedestrian route (However, it was not as well used as Gold Pan alley)
- Other?

- Crossing/marking paint not visible in winter
- Delivery zone change too restrictive?
- Not enough spaces for peds/bikes along river
- Materials management changes may provide ped/bike circulation changes and a second Living Lab pilot project
- Other?

Question for Council: What improvements do we keep?



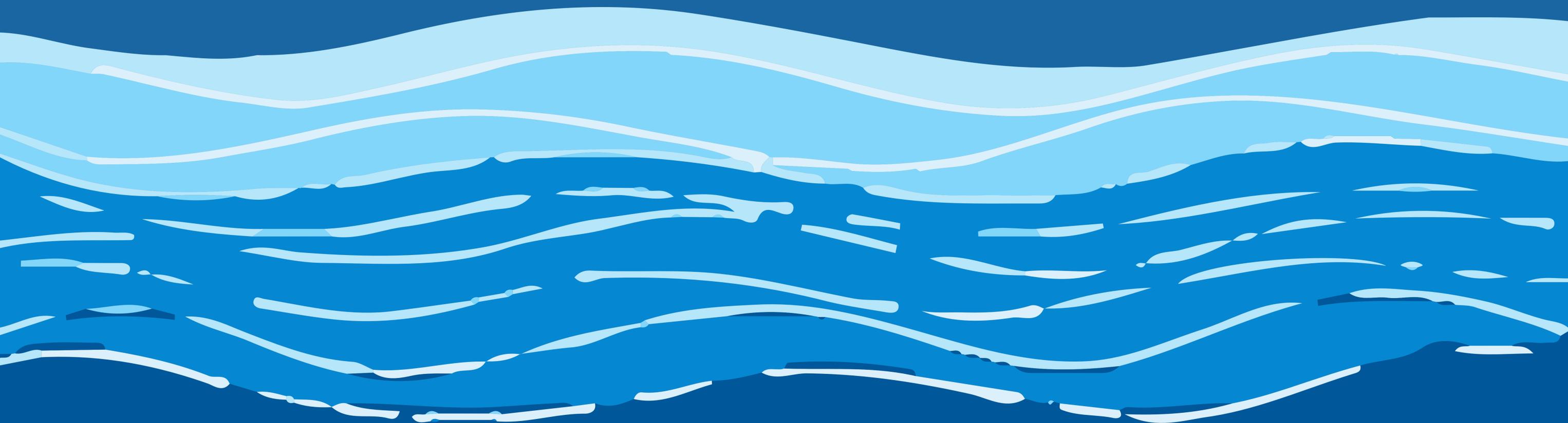
Living Lab in the Future...

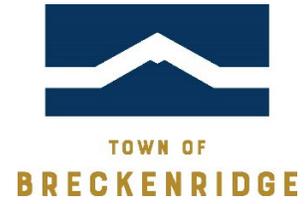
What additions and updates should be included in the next design phases of the project?

- Summer vs. winter
- ADA Improvements
- Enhanced landscaping along new rec path
- Improvements to Gold Pan Alley:
 - Drainage, surface materials, lighting
- Grade separated crossing/underpass study underway to improve crossing safety in both summer and winter
- Improvements to east/west connection through the Wellington Lot
- Increased rec path width behind Bly Building
- Formalize location for Ullr bonfire
- Other?



Next Up for Riverwalk: Community Engagement Plan - 04/11/23





Memo

To: Breckenridge Town Council Members
From: Anne Lowe, Open Space & Trails Manager
Date: 3/7/2023
Subject: 2022 State of the Open Space Report

Enclosed please find the 2022 State of the Open Space Report highlighting the program details over the past year. Staff will be available for any questions.

State of the Open Space

2022 REPORT



Contents List



TOWN OF BRECKENRIDGE
OPEN SPACE & TRAILS

01

About Open Space & Trails

- Mission
- At a Glance
- Our Strategic Goals
- 2023 Budget

04

Access & Inclusion

- Trail Design
- Environmental Education
- Friends of Breckenridge Trails

02

Conservation

- Open Space Acquisitions
- Open Space Conservation

05

Stewardship

- Cucumber Gulch Preserve
- Forest Health
- River Restoration
- Weed Control
- Mine Reclamation & Water Quality

03

Recreation

- Trail Construction & Maintenance
- Visitor Use Management

06

Our Team

- Staff
- Breckenridge Open Space Advisory Commission
- Town Council

Open Space & Trails

The Breckenridge Open Space & Trails program started as a grassroots initiative by Breckenridge residents, who proposed an open space tax initiative in response to increasing development in the Town. In 1996, Breckenridge residents voted to add a permanent 0.5% sales tax for open space acquisition and management. The Open Space & Trails program was founded in 1997.



Mission

The mission of the Breckenridge Open Space & Trails program is to preserve lands that define and enhance the unique mountain character of the Town of Breckenridge, with the objective of maintaining our community's quality of life for present and future generations.

The Open Space & Trails program completed its revised Master Plan in 2022, which resulted in the four Strategic Goals identified on the next page.



Our Strategic Goals



Conservation

We value conservation as the foundation for protection of open space and natural resources.



Recreation

We value access and the responsible use of open space for recreation that is safe, based on sustainable principles, and enhances the experience with proper etiquette and respectful behavior.



Access & Inclusion

We are committed to facilitating the inclusion of all groups of people (both residents & visitors) with access to the OST system to enjoy recreation while learning about conservation.

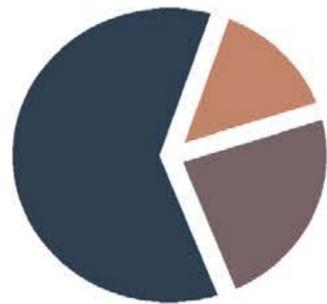


Stewardship

We take pride in our approach, commitment, and diligence in the conservation and management of open space, hoping to inspire other communities with our leadership and influence, to do the same.



open space & trails AT A GLANCE



2022 OPEN SPACE BUDGET
\$2,676,638



1,661

TOTAL VOLUNTEER HOURS
DONATED ON TRAIL &
STEWARDSHIP PROJECTS

348

total number of
FOBT volunteers in 2022.



115

Number of free guided hikes
offered in Cucumber
Gulch Preserve in 2022.



1997
THE START OF THE
OPEN SPACE PROGRAM

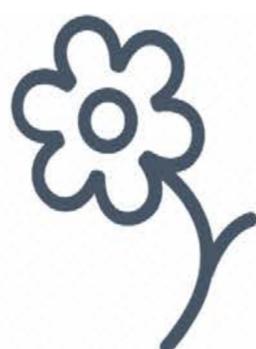


0.5% of sales tax in Breckenridge
directly supports open space



4,670

staff hours devoted to trail
maintenance in 2022.



10

ACRES OF OPEN SPACE TREATED
FOR INVASIVE AND NOXIOUS
WEEDS, INCLUDING FALSE
CHAMOMILE.



130

hazardous trees removed
from trail corridors.

\$24,632,672



amount of town funds spent on
open space acquisitions since 2007



5,089
TOTAL ACRES
CONSERVED



68

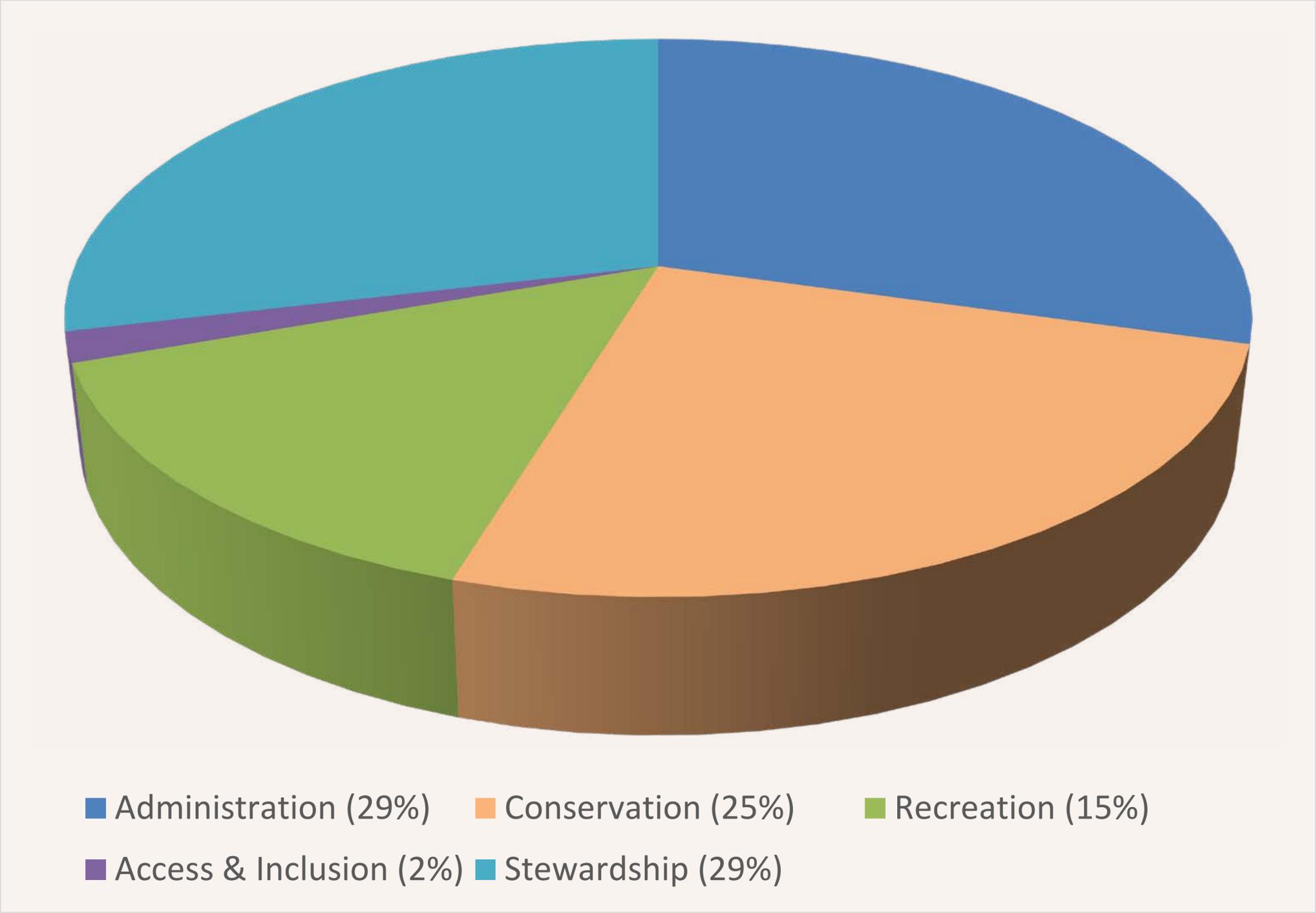
TOTAL MILES OF TRAILS

Budget

The total Open Space program budget for 2022 was \$2,676,638. This budget reflects reduced program expenses and revenue expectations after the COVID-19 pandemic.

Administration (29%)	\$ 787,643
*Wages, Benefits, & Training	
Conservation (25%)	\$ 676,085
*Land Acquisitions	
Recreation (15%)	\$ 397,123
*Trails Construction & Maintenance	
Access & Inclusion (2%)	\$ 47,051
*Friends of Breckenridge Trails	
*Professional Services	
*Trails Construction & Maintenance	
Stewardship (29%)	\$ 768,736
*Cucumber Gulch Preserve	
*River Restoration	
*Forest Health	
*Invasive Weed Control	
TOTAL	\$2,676,638

2022 OPEN SPACE BUDGET





Conservation

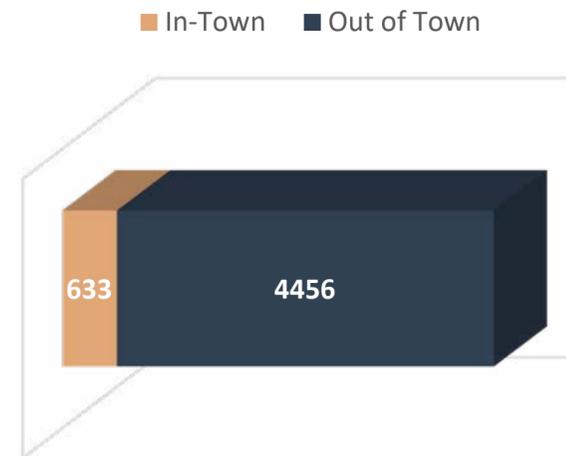


Open Space Acquisitions

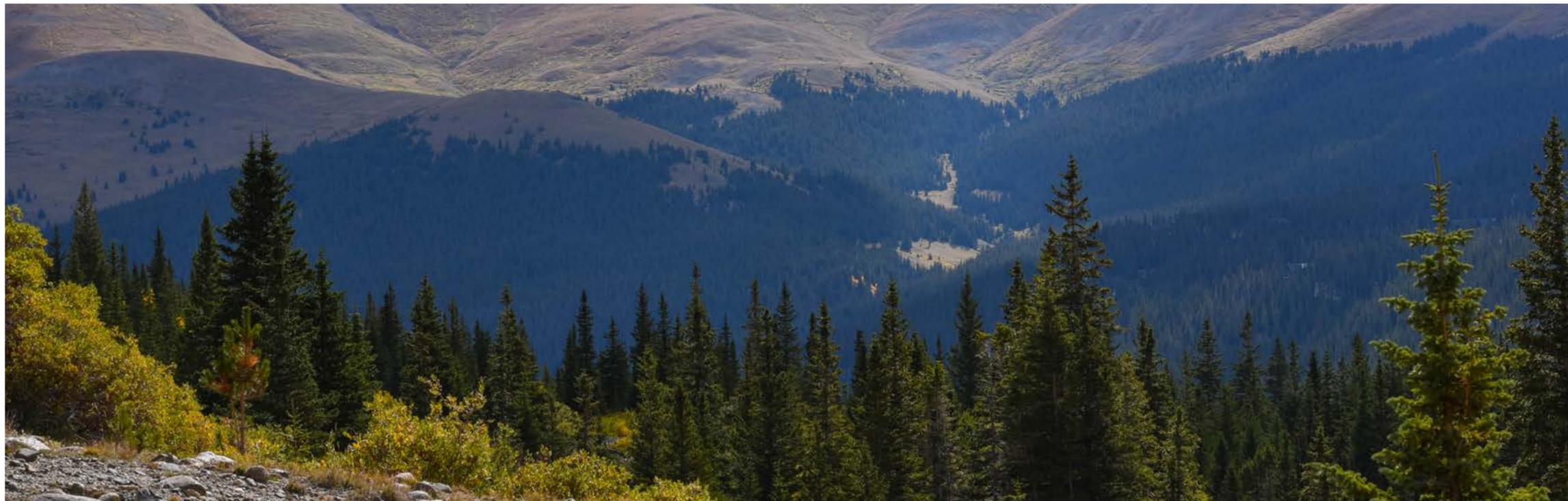
In 1996, a voter initiative passed, which dedicated a 0.5% Town sales tax to open space acquisition and management.

In the 26 years since its adoption, the Town's Open Space program has acquired a total of 5,089 acres of property through purchases, land trades, dedications, and joint purchases with Summit County Government. The majority of these conserved acres are located in the Upper Blue River Watershed outside of the Town limits.

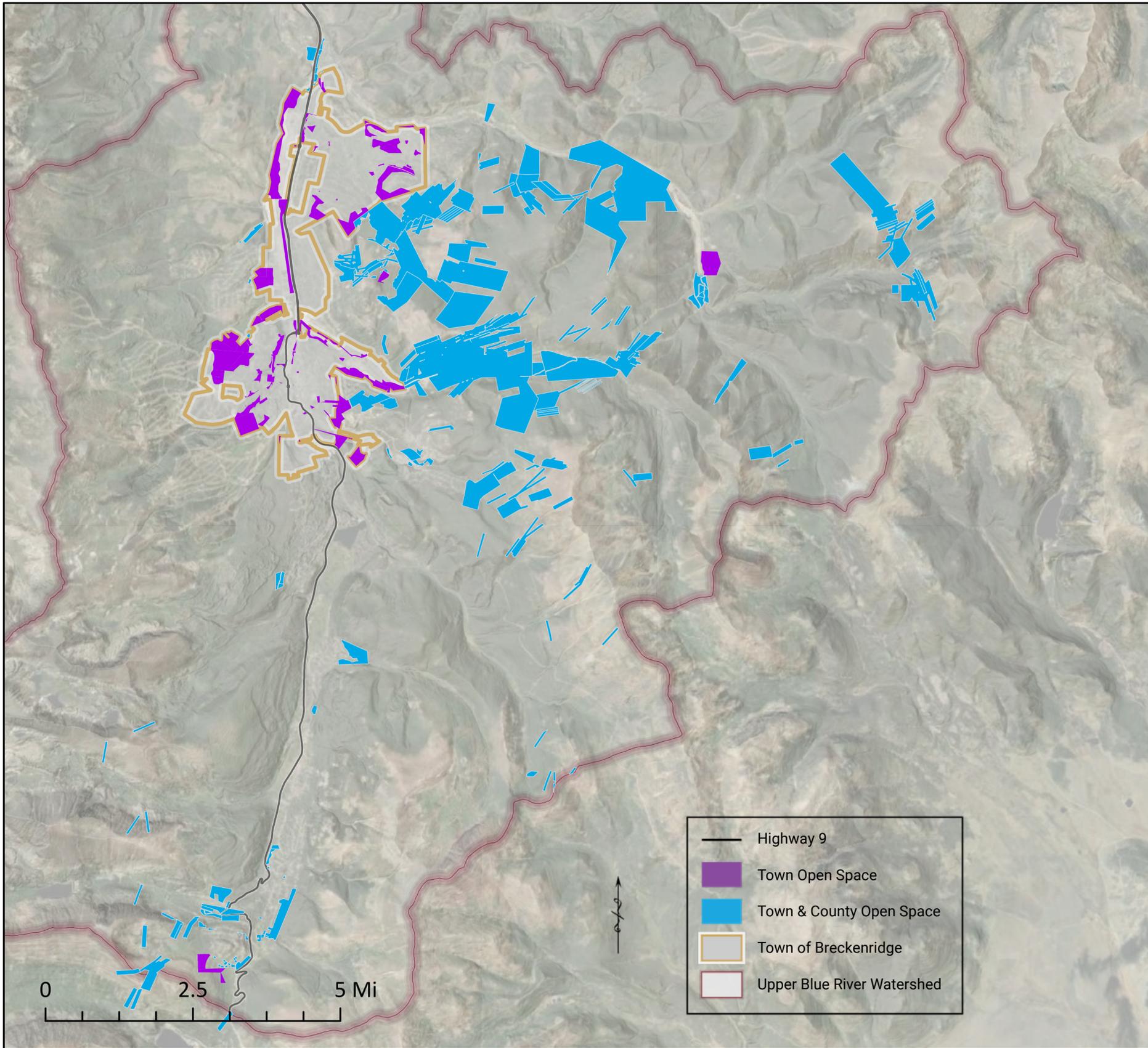
Of the 5,089 acres, 4,479 acres have been purchased and 610 acres have been acquired through land trades and dedications.



TOTAL ACRES OF LAND CONSERVED IN-TOWN AND OUT OF TOWN IN THE UPPER BLUE RIVER WATERSHED.



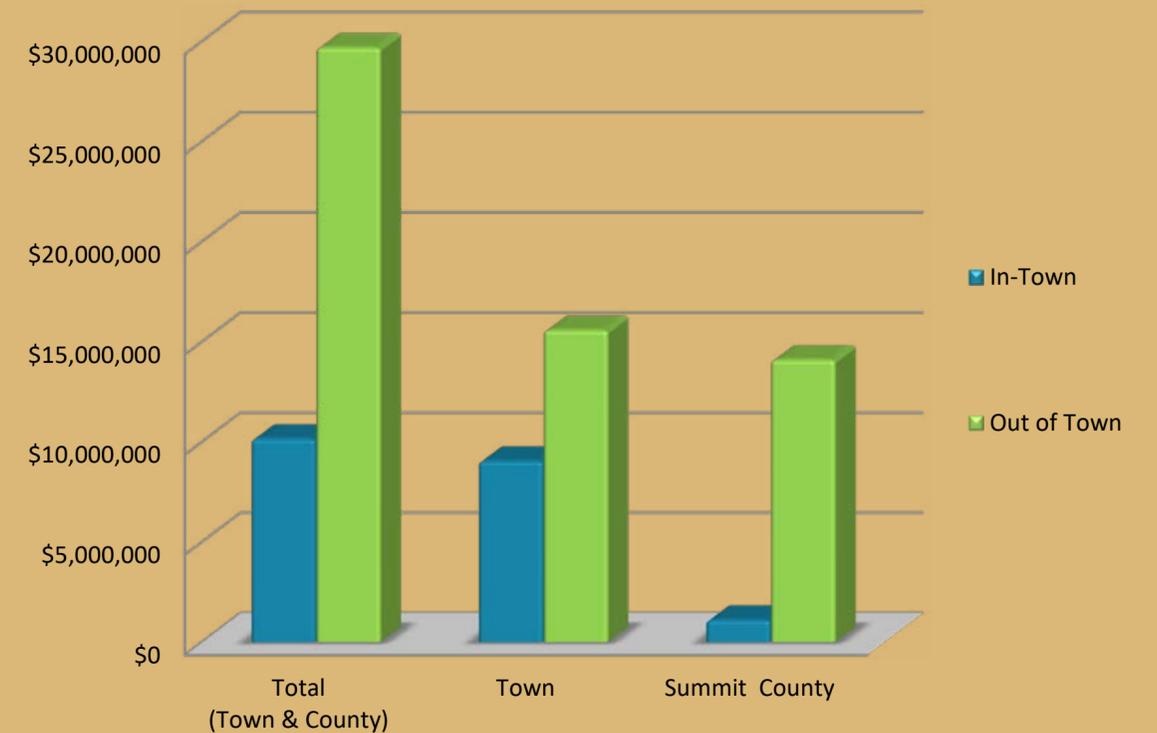
YEAR	ACRES
PRE-1997	119
1997	164
1998	150
1999	173
2000	261
2001	640
2002	127
2003	105
2004	214
2005	1858
2006	7
2007	76
2008	70
2009	73
2010	74
2011	124
2012	91
2013	74
2014	153
2015	67
2016	82
2017	43
2018	92
2019	112
2020	35
2021	90
2022	16
TOTAL	5089



Open Space Conservation

Prior to the creation of the Open Space program in 1997, the Town owned 119 acres of open space. Today, the program manages 5,089 acres of open space, 4,313 acres of which were jointly acquired with Summit County Government.

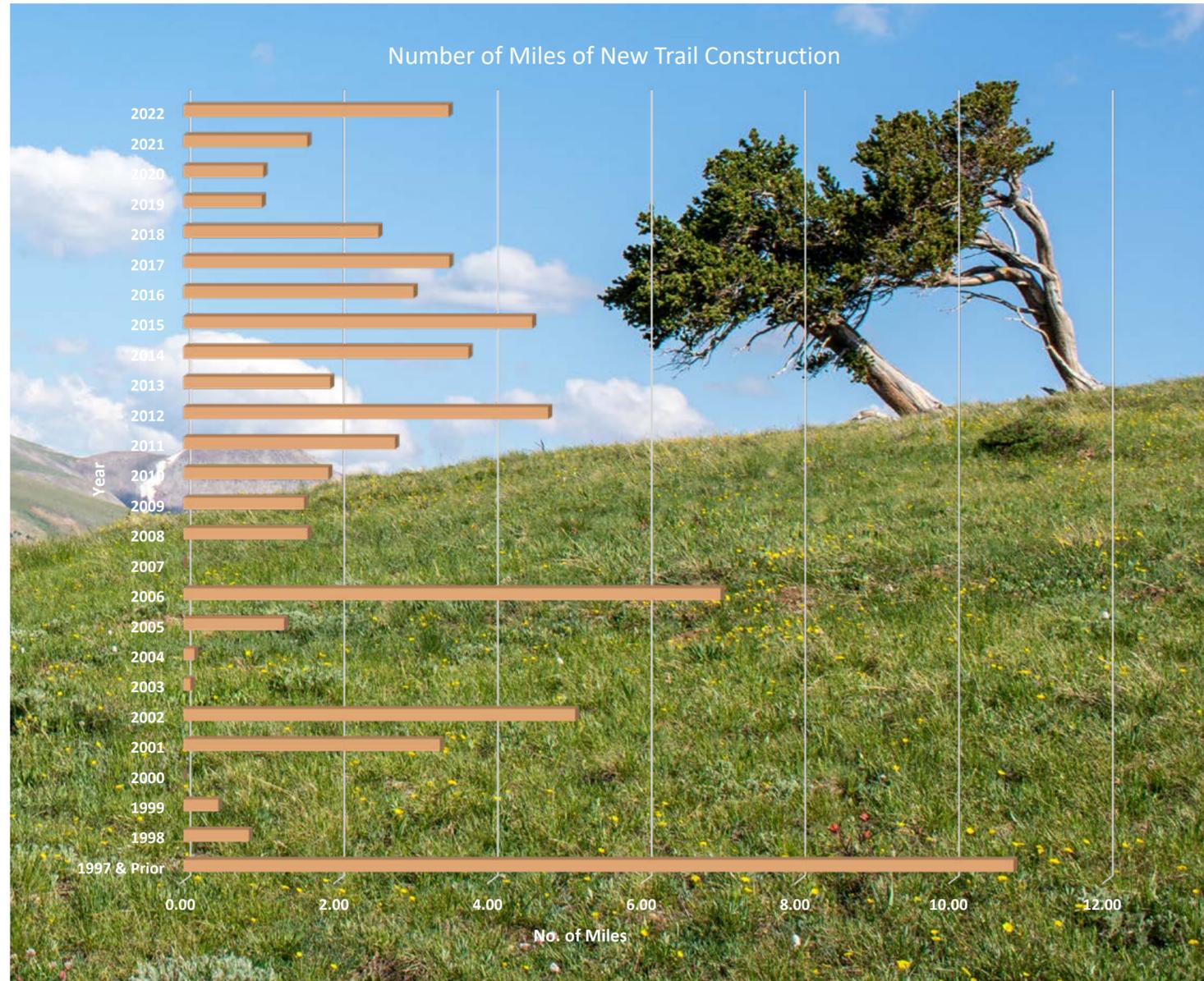
The Town has spent \$24,632,672 in land purchases since 1997, while the County has spent \$15,214,783 on joint purchases in the Upper Blue River Watershed.



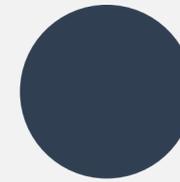


Recreation

Trail Construction



Prior to the establishment of the Open Space program in 1997, the Town managed 11 miles of trails. Today, the program manages 68 miles of multi-use trails. Nearly 3.5 miles of new trails were added in 2022.



Mineral Hill Extension

Rocky Mountain Youth Corps (RMYC) constructed 7,632 feet of multi-use trail that provides a valuable connection to the existing Mineral Hill Trail, the Golden Horseshoe, and a scenic overlook of French Gulch and the Ten Mile Range.



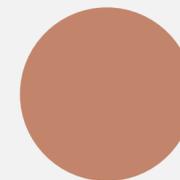
Galena Extension

In partnership with Volunteers for Outdoor Colorado (VOC) and the Friends of Breckenridge Trails, volunteers constructed 3,368 feet of multi-use trail that offers a single track connection to the Galena Ditch Trail.



Purple Pass Through

A newly acquired trail easement that was constructed by our Open Space staff, it is only 320 feet in length and provides a valuable connection from Moonstone Road and the surrounding neighborhood to the Hermit Placer Trail.



Chantilly Extension

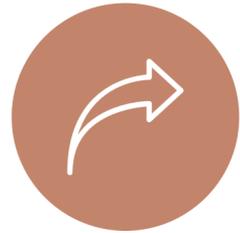
A community-wide project that involved multiple partners and organizations, volunteers for this project constructed 4,079 feet of multi-use trail, which connects Betty's Trail to the Chantilly Trail.



Little Mountain Hiking Trail

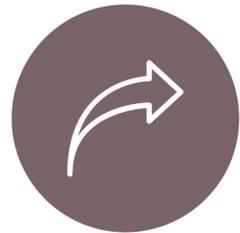
Volunteers and staff constructed 2,817 feet of new trail for this hiking-only experience on Little Mountain. A directional hiking-only trail, it crosses numerous scree fields with a series of stone steps and spectacular views.

Trail Maintenance



Miles of Trail Maintained

Staff maintained nearly 64 miles of trails in 2022, totaling 4,670 crew hours.



Hazardous Tree Removal

130 hazardous trees were removed from trail corridors system-wide in 2022.



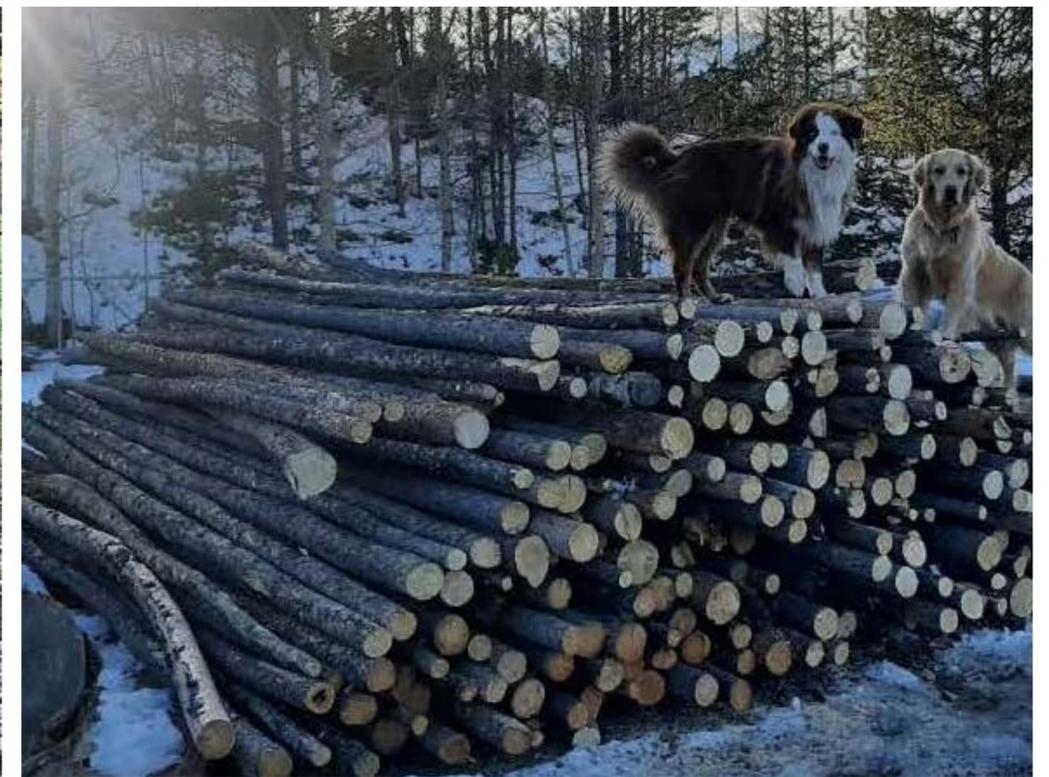
Buck & Rail Fencing

Hundreds of small lodgepoles were harvested for buck & rail fencing at Illinois Creek, Cucumber Gulch Preserve, and River Trail to protect sensitive vegetation along trails.



Trail Maintenance

Maintenance consisted of trail realignments, shaping and modifying dirt features, treadwork, and drainage and erosion repair, among other duties.





Access & Inclusion



Trail Design

We seek to make our extensive trail network accessible and inclusive for all. This starts with trail design.

Connectivity

We remain committed to ensuring that more than 90% of homes in Breckenridge are located within a ¼ mile of trail access.

We are designing accessible trails for a variety of mobility challenges, including the wheelchair-friendly Reiling Dredge Trail and designated ADA parking in 2023.

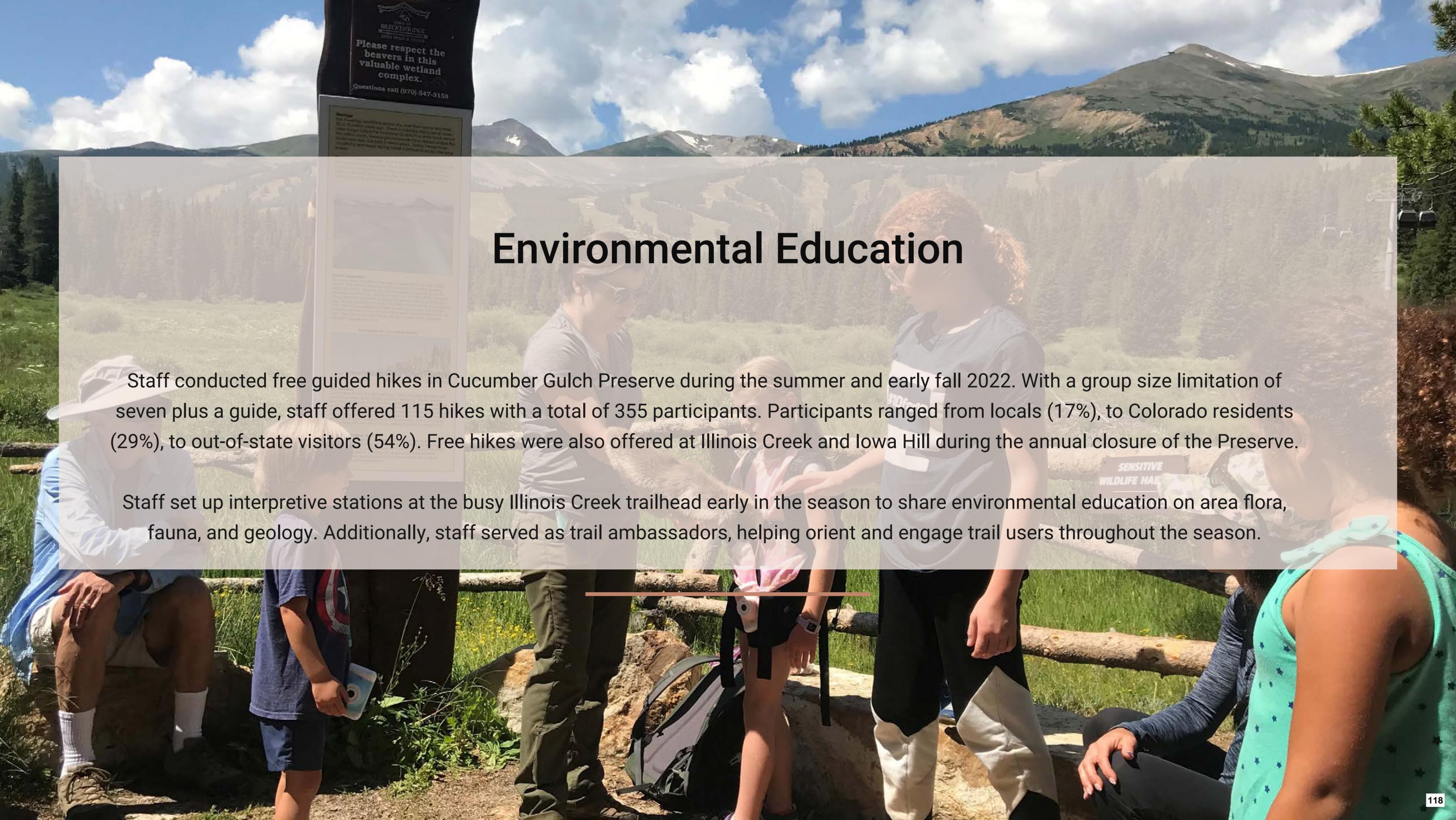
Language

Language barriers inhibit access and enjoyment of the trails, so we are working with our partners to develop Spanish language and universal symbols at trailheads and on trails.

Trail Portals

We continue to add trail portals to access the system across the entire community and ensure connectivity to workforce housing neighborhoods.

Accessibility



Environmental Education

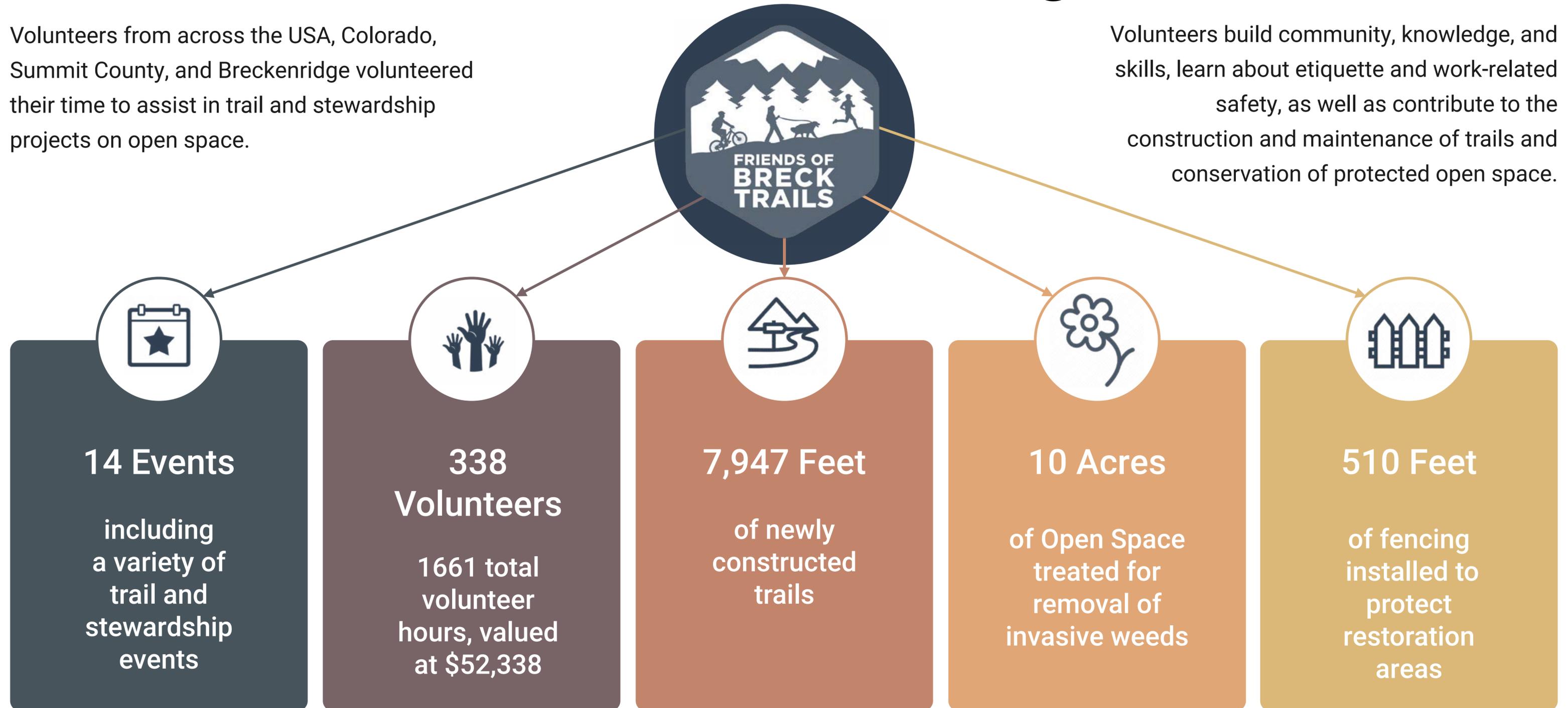
Staff conducted free guided hikes in Cucumber Gulch Preserve during the summer and early fall 2022. With a group size limitation of seven plus a guide, staff offered 115 hikes with a total of 355 participants. Participants ranged from locals (17%), to Colorado residents (29%), to out-of-state visitors (54%). Free hikes were also offered at Illinois Creek and Iowa Hill during the annual closure of the Preserve.

Staff set up interpretive stations at the busy Illinois Creek trailhead early in the season to share environmental education on area flora, fauna, and geology. Additionally, staff served as trail ambassadors, helping orient and engage trail users throughout the season.

Friends of Breckenridge Trails

Volunteers from across the USA, Colorado, Summit County, and Breckenridge volunteered their time to assist in trail and stewardship projects on open space.

Volunteers build community, knowledge, and skills, learn about etiquette and work-related safety, as well as contribute to the construction and maintenance of trails and conservation of protected open space.





Stewardship

Cucumber Gulch Preserve



With its diversity of forested, meadow, shrubland, and wetland habitats, Cucumber Gulch Preserve is home to a diverse assemblage of species. The Preserve encompasses 139 acres total, including 57 acres of wetlands and 82 acres of upland. Several types of wetlands are present, including globally rare fens and ecologically valuable beaver meiers.



Monitoring of Beaver Populations

Beaver are a keystone species in the Preserve. Through biweekly monitoring, beavers were observed in the Upper and Lower Gulch. Additionally, three occupied lodges were observed in the fall, suggesting there are 6-18 beavers in the Preserve.



Monitoring of Avian Species

Overall, there has been a statistically significant decline in avian species diversity across all years of monitoring. Songbird abundance in mixed conifer forest has also declined. The olive-sided flycatcher and fox sparrow were observed in 2022.



Monitoring of Boreal Toad Populations

No boreal toads were observed in 2022. The last evidence of reproduction was observed in 1999. It is unlikely there is a reproducing population of toads, but individual toads may remain in the Preserve.



Groundwater & Wetlands Analysis

Overall, wetland health in the Preserve has maintained or improved over the last 11 years. Exterior stressors primarily impact the Upper Gulch near the base of Peak 8 at the 60" culvert and this area acts as a buffer for downgradient wetlands.



Wildlife & Trail Camera Data Collection

There are nine cameras in total within the Preserve. Throughout the season, the cameras recorded 1,048 individuals, including 12 total wildlife and bird species. Mule deer, moose, red fox, aquatic birds, raccoon, and muskrat were common.



Forest Health

The Shock Hill and Airport Road Hazardous Fuels and Forest Health Project treated twenty-four acres of Town-owned Open Space in early July 2022. The piles will cure for the next year or two before burning.

The pile burning for the cross-boundary Wellington Hazardous Fuels and Forest Health Project took place in November-December 2022. As part of an ongoing collaboration between the Town, County, White River National Forest (WRNF), Summit County Sheriff's Department, and Department of Fire Prevention and Control (DFPC), the partners developed a prescription for pile burning of 2,000 piles within the project area when snow and wind conditions were optimal.



In partnership with Summit County and other area partners, staff collaborated on Reach B restoration efforts on the Swan River. In 2022, vegetation and weed control were top priorities for the newly restored site.

Staff has developed management plans for high-use areas along rivers and creeks, including the Blue River and Illinois Creek. Through management and monitoring efforts, staff are engaged in restoration activities, including harvesting and planting willow plugs, planting native seed, and installing protective fencing around sensitive areas, and signage to educate the public about these efforts. Staff also collaborated with Breckenridge Outfitters to determine critical fish habitat and sustainable river access points to include in our management plans.

River Restoration



Weed Control

Through five community and Friends of Breckenridge Trails volunteer events, ten acres of Open Space lands were treated for invasive and noxious weeds, primarily false chamomile. Thank you to the 46 volunteers who donated a total of 675 hours to help with these efforts.

Staff also partnered with Summit County through their weed control program to treat invasive and noxious weeds on jointly-owned areas of Open Space and collaborated with the Colorado Department of Agriculture's Noxious Weeds program in the mechanical treatment of invasive species along the Blue River.



With the extensive mining history of the Upper Blue River Watershed, staff often discover abandoned mine shafts on Open Space, as well as contaminated waterways from mine wastes. Staff work closely with partners at the EPA, CDPHE, DRMS, USFS, and Summit County to ensure closure of mine shafts and monitoring and cleanup efforts of mine wastes to protect water quality.

Mine Reclamation & Water Quality

Our Team

Staff

- Anne Lowe, OST Manager
- Zara Hickman, OST Coordinator
- Tony Overlock, OST Operations Supervisor
- Joel Dukes, OST Operations Lead
- Scott Reid, Director of Recreation

- Maddie Retrosi, OST Naturalist
- Ella Garner, OST Naturalist
- Jenny McCarty, OST Tech
- Mike Tuinstra, OST Tech
- Johnny Kilroy, OST Tech
- Thomas Sweeney, OST Tech
- Tim Beck, OST Tech
- Jake Barlow, OST Tech

- Nugget Dukes, Canine Supervisor
- Clark Lowe, Canine Lead

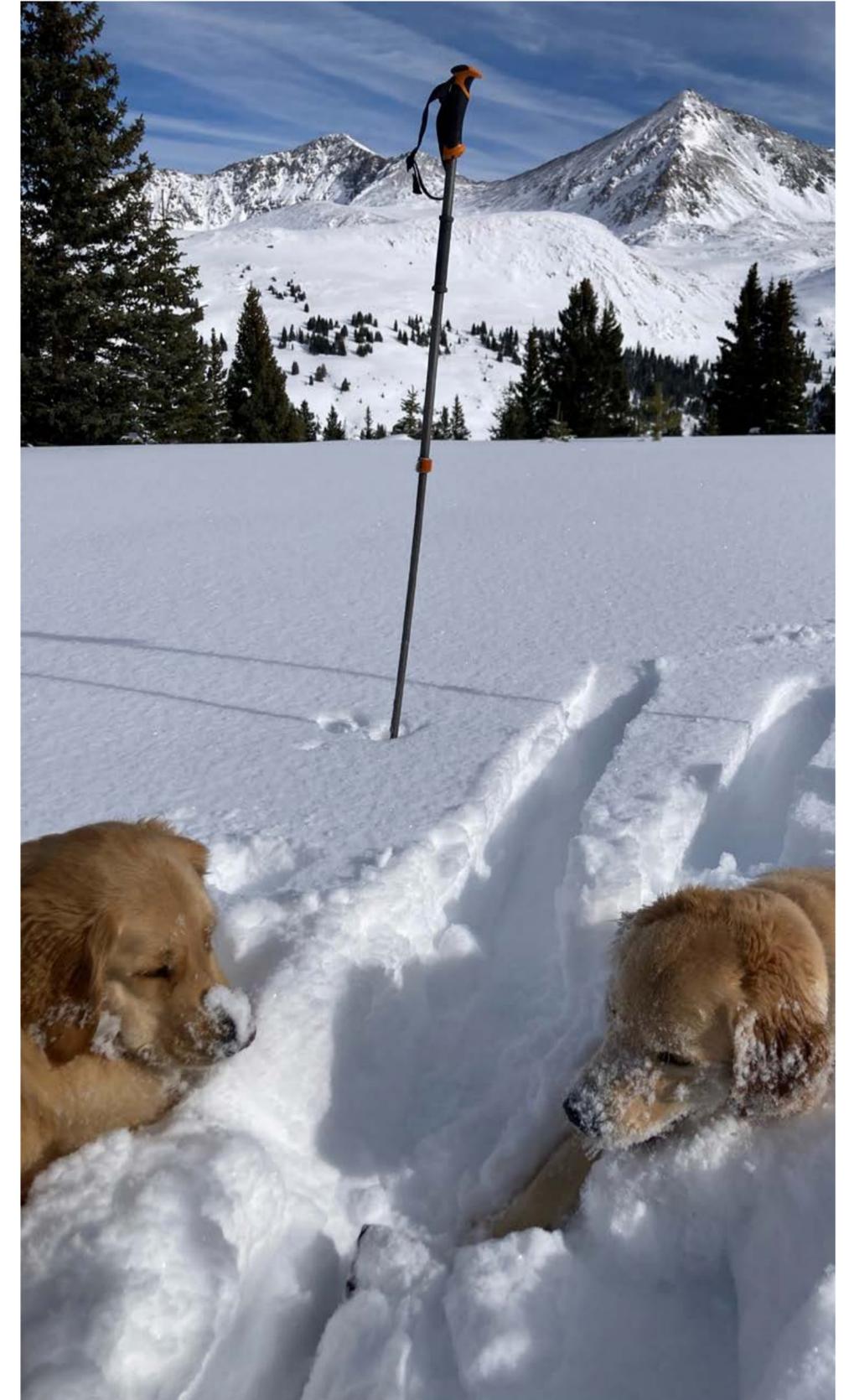
BOSAC

Breckenridge Open Space Advisory Commission

- Duke Barlow, Chair
- Nikki LaRochelle, Vice-Chair
- Chris Tennal
- Bobbie Zanca
- David Rossi
- Krysten Joyce

Town Council

- Eric Mamula, Mayor
- Kelly Owens
- Dick Carleton
- Carol Saade
- Jay Beckerman
- Todd Rankin
- Jeffrey Bergeron, BOSAC liaison



Contact Us



Location

1760 Airport Road,
Unit A, Breckenridge



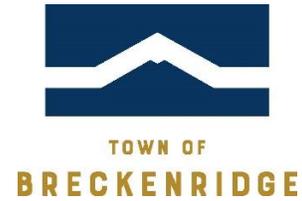
Website

www.townofbreckenridge.com



Phone

970.547.3116



Memo

To: Breckenridge Town Council Members
From: Anne Lowe, Open Space & Trails Manager
Date: 3/7/2023
Subject: Trails and Signage Workplans

In completing the Open Space and Trails Master Plan, BOSAC and staff started initial work on developing a trails workplan and a signage workplan that support the Master Plan and its implementation. In coordination with our partners at Summit County Open Space, we have adopted a similar timeline or priority schedule for both trails and signage workplans that include short-term (0-3 years), mid-term (4-6 years), long-term (7-10) years, and ongoing responsibilities and tasks.

Ideally, the trails and signage workplans will inform the annual open space workplan to include specific trail connection or maintenance projects, trailhead projects with parking, kiosks, and amenities, and specific signage.

BOSAC developed the enclosed draft workplans at its January and February 2023 meetings. Staff seeks Council direction on the content, useability, and end result of both workplans. Following Town Council direction, staff will incorporate any revisions and then use the plans to develop the 2023 open space workplan (typically presented in April). As the name suggests, the trails and signage work plans are flexible documents that will be amended from time to time to adapt to BOSAC direction and trail or signage needs.

Also enclosed is a current inventory of trails in the Upper Blue River watershed with ownership, level of difficulty, length, and management zones to aid in discussion of workplans. This document was created at BOSAC's request to inform more specific discussions of trail usage and management approaches. This inventory will assist staff and BOSAC as we implement the goals outlined in the trails work plan.

Staff welcomes Council's input on both of these work plan documents and will be present to answer any questions.

Trails WorkPlan

Strategic Goal(s)	Action	Priority	Notes
2 - Recreation	Create a living prescriptive document that is user friendly for all audiences (e.g., Staff, BOSAC, the public). Document seamlessly sits under Master Plan and complements Signage Workplan.	Short-term	
2 - Recreation	Comprehensive and 'boundaryless' inventory of Trails from Farmer's Korner to Hoosier Pass. Include management zones, user types, seasonality, length, difficulty, partnerships, and domains.	Short-term	Consider all established partnerships.
2 - Recreation	Implement Master Plan Trail Philosophy - connectivity, proximity, accessibility, community benefits, and sustainability. What is the end goal for the trail network? What is the target capacity of trail network?	Short-term	Consider Master Plan guidelines: conservation, user experience, community context, and management.
2 - Recreation, 3 - Access & Inclusion	Trail development and implementation - new trails versus maintenance needs, accessibility to trails (all seasons), new neighborhood development and connections, and sustainability.	Long-term	Consider Master Plan guidelines: community context, underserved communities, and removing barriers.
3 - Access & Inclusion	Utilize and collaborate with 3rd party apps and other map-based technology programs to provide information on loops and wayfinding information.	Short-term	
3 - Access & Inclusion	Communicate with Breckenridge Tourism Office (BTO) to promote loops, wayfinding, event, and other important information.	Ongoing	
1 - Conservation, 2 - Recreation	Trail Design - analyze for wildlife impacts, does the trail align with trail philosophy? Is it designed for multiple user groups?	Ongoing	Consider Master Plan guidelines: conservation, user experience, community context, and management.
2 - Recreation	Collaborate with partners (e.g., Town of Blue River, Breckenridge Ski Resort, and Summit County Open Space) for seamless integration of Trails Workplan.	Ongoing	Consider all necessary partnerships and subsequent guidelines and planning documents.

Trails WorkPlan

Strategic Goal(s)	Action	Priority	Notes
2 - Recreation, 3 Access & Inclusion	Trail infrastructure - assess and determine additional infrastructure needs at trailheads and trail portals (e.g., trashcans, doggy bag dispensers, kiosks, signage).	Short-term	Consider all necessary partnerships and subsequent guidelines and planning documents.
2 - Recreation	Expand parking, where feasible and possible.	Short-term	Consider all partnerships and regulations for Town vs. County Roads.
2 - Recreation, 3 Access & Inclusion	Assess and determine best solutions for trail connection crossing across Highway 9 (e.g., pedestrian crossing, underpass/overpass).	Long-term	Consider partnerships with Summit County Government and CDOT.
2 - Recreation	Key Connections - Tiger Road to Golden Horseshoe; Gold Run Gulch Road; Prospect Road; Fall Classic; Brown's Gulch to Galena Ditch; Indiana Gulch to Baker's Tank.	Long-term	Consider all necessary partnerloips Road subsequenkg tguidelines Road planning documents.
2 - Recreation	Key Trail Priorities - Copper Canyon and Wheeler Trail.	Mid-Term	
1 - Conservation, 2 - Recreation, 3 Access & Inclusion	Plan McCain open space use - determine best uses for the open space and river, and how to connect the greater community to Alta Verde.	Mid-Term	Consider community context, how to serve traditionally underserved communities, and removing barriers.
		* Short-Term = 0-3 Years	
		* Mid-Term = 4-6 Years	
		* Long-Term = 7-10 Years	

Signage Workplan

Strategic Goal(s)	Action	Priority	Notes
Master Plan: Key Components	Define Sign Categories - Regulatory, Wayfinding, Interpretive, and Etiquette.	Short-term	
Master Plan: Key Components	Perform sign assessment and condition inventory of signs and posts throughout the system.	Short-term	Staff currently working on this, to be completed summer 2023.
	Define sign philosophy in regards to management zone (e.g., Front-, Mid-, and Backcountry).	Short-term	Consider all partnership guidelines and guiding documents (e.g., USFS National Guidelines)
	Determine the balance of conspicuous and inconspicuous for trail signs.	Ongoing	
Master Plan: Key Components Communication: Wayfinding & Signage	Collaborate with Summit County Open Space and USFS for continued sign cohesion.	Ongoing	Consider all partnership guidelines and guiding documents (e.g., USFS National Guidelines)
Master Plan: Key Components Signage Guidelines	Where needed, update Town logos to new logo for consistency.	Short-term	
Master Plan: Key Components Signage Guidelines	Increase wayfinding for safety and trail loop designation.	Short-term	
	Decrease clutter at trailhead kiosks to better promote information priorities.	Short-term	
	Learn best practices from other agencies (e.g., Jefferson County, Boulder County, Pitkin County).	Ongoing	
Master Plan: Key Components Digital Communication	Explore usability of QR codes and collaborate with third party apps and partner programs to provide additional signage based information.	Short-term	
	Utilize universal icons and bilingual translations on signs and kiosks to reach 3 largest trail using audiences.	Short-term	Collaborate with partners on messaging and icon use to create cohesive messaging throughout network.
3, Master Plan: Key Components Signage Guidelines	Assess and determine if Frontcountry trailhead kiosks need to be redesigned or retrofitted for signage needs.	Short-term	Collaborate with partners on messaging and icon use to create cohesive messaging throughout network.

Signage Workplan

Strategic Goal(s)	Action	Priority	Notes
3, Master Plan: Key Components Signage Guidelines	Assess, redesign, and update trailhead maps to include all new trails and provide a large-scale map for immediate area for navigation.	Ongoing	Collaborate with partners on messaging and icon use to create cohesive messaging throughout network.
		* Short-Term = 0-3 Years	
		* Mid-Term = 4-6 Years	
		* Long-Term = 7-10 Years	

Trail Inventory -
Upper Blue River Watershed

Name	Owner	Level of Difficulty	Type of Use	Length (ft)	Management Zone	Management Zone Notes
1 Aspen Alley	TOB/SCG	Difficult	Multi-Use	7,538	Frontcountry	
2 B&B Spur	TOB/SCG	Easy	Multi-Use	886	Frontcountry	
3 B&B Trail	TOB/SCG	Easy	Multi-Use	7,692	Frontcountry	Some Midcountry
4 Backdoor	TOB/SCG	Moderate	Multi-Use	6,592	Frontcountry	
5 Baker's Tank	USFS	Moderate	Multi-Use	14,530	Midcountry	Beginning/End are Frontcountry
6 Barney Flow	TOB	Moderate	Directional - Bike Only	2,027	Frontcountry	
7 Barney Ford Connect	TOB/SCG	Easy	Multi-Use	536	Frontcountry	
8 Barney Ford Connect	TOB/SCG	Easy	Multi-Use, some bike	383	Frontcountry	
9 Barney Ford Trail	TOB/SCG	Moderate	directional	8,554	Frontcountry	
10 Barney Ford Uphill	TOB	Moderate	Hiking with Uphill Biking	2,658	Frontcountry	
11 Barton Trail North	USFS	Moderate	Multi-Use	7,559	Frontcountry	
12 Barton Trail South	USFS	Moderate	Multi-Use	4,575	Frontcountry	
13 Bemrose Trail	USFS	Difficult	Multi-Use	17,022	Backcountry	Hoosier Pass Section is Frontcountry
14 Betty's Trail	TOB/SCG	Moderate	Multi-Use	4,734	Frontcountry	
15 Black Gulch Road	USFS	Difficult	Multi-Use	11,477	Backcountry	
16 Blair Witch	USFS	Moderate	Multi-Use	3,922	Midcountry	
17 B-Line	TOB	Difficult	Directional - Bike Only	2,754	Frontcountry	
18 Bloody Knuckles	TOB/SCG	Easy	Multi-Use	3,263	Midcountry	
19 Blue Lakes Trail	USFS	Easy	Multi-Use	2,507	Frontcountry	
20 Blue River Trail	SCG	Moderate	Multi-Use	17,607	Frontcountry	
21 Bonanza	TOB	Moderate	Multi-Use	1,763	Frontcountry	
22 Burro Trail	USFS	Difficult	Multi-Use	15,882	Midcountry	Begins in Frontcountry Lower Section is Frontcountry
23 Champion Trail/ Vomit Hill	USFS	Moderate	Multi-Use	13,939	Midcountry	
24 Carter Park	TOB	Difficult	Multi-Use	1,904	Frontcountry	
25 Chantilly	TOB/SCG	Moderate	Multi-Use	8,314	Frontcountry	
26 Claimjumper Trail	TOB	Moderate	Multi-Use	4,705	Frontcountry	Small Section in Conservation Zone

Trail Inventory -
Upper Blue River Watershed

Name	Owner	Level of Difficulty	Type of Use	Length (ft)	Management Zone	Management Zone Notes
27 Colorado Trail	USFS	Moderate	Multi-Use	173,743	Midcountry	Large Section is Backcountry, Small Section is Frontcountry
28 Columbia Lode	TOB	Moderate	Multi-Use	862	Frontcountry	
29 Columbine	TOB	Easy	Hiking Only	965	Frontcountry	
30 Corkscrew	TOB	Easy	Multi-Use	2,496	Frontcountry	
31 Crystal Lake Trail	USFS	Difficult	Multi-Use	12,485	Backcountry	
32 Discovery Ridge	TOB/SCG	Difficult	Multi-Use	6,890	Frontcountry	
33 Dry Gulch	TOB/SCG	Moderate	Multi-Use	9,939	Midcountry	Upper Section is Frontcountry Small Section is Frontcountry
34 Faith Trail	USFS	Moderate	Multi-Use	6,587	Midcountry	Small Section is Frontcountry
35 Fall Classic Trail	TOB/SCG	Easy	Multi-Use	2,596	Midcountry	Frontcountry
36 Four o'clock	TOB	Moderate	Multi-Use	4,706	Frontcountry	
37 Free Ride Climbing Trail	TOB	Moderate	Multi-Use	931	Frontcountry	
38 Freeride	TOB	Difficult	Directional - Bike Only	730	Frontcountry	
39 French Creek Trail	TOB	Easy	Multi-Use	3,487	Frontcountry	
40 Fuller Trail	TOB/SCG/USFS	Easy	Multi-Use, Motorized	7,120	Midcountry	
41 Galena Ditch Trail	TOB/SCG/USFS	Easy	Multi-Use	19,399	Midcountry	Begins in Frontcountry, 2nd Half is Backcountry 1/2 in Conservation Zone
42 Gold Digger	TOB	Easy	Multi-Use	2,180	Frontcountry	
43 Golden Gate Loop	TOB/SCG/USFS	Easy	Multi-Use, Motorized	4,682	Midcountry	
44 Golden Rule Trail	USFS	Moderate	Multi-Use	4,784	Midcountry	
45 Governor King Trail	USFS	Moderate	Multi-Use, Motorized	622	Midcountry	
46 Great Flume Trail	TOB/USFS	Difficult	Multi-Use	21,828	Backcountry	
47 Half Pipe Trail	TOB/SCG/USFS	Easy	Multi-Use, Motorized	1,192	Midcountry	
48 Hannah's Way	TOB/SCG/USFS	Easy	Multi-Use	3,820	Midcountry	
49 Hard Luck	TOB/SCG/USFS	Difficult	Directional - Bike Only	3,471	Midcountry	
50 Harum Trail	USFS	Easy	Multi-Use	3,198	Midcountry	Small Section is Frontcountry
51 Hermit Placer	TOB	Moderate	Multi-Use	4,496	Frontcountry	
52 High Point	TOB/SCG	Moderate	Multi-Use	1,099	Frontcountry	

Trail Inventory -
Upper Blue River Watershed

Name	Owner	Level of Difficulty	Type of Use	Length (ft)	Management Zone	Management Zone Notes
53 Horseshoe Gulch Loop	SCG	Easy	Multi-Use	2,745	Frontcountry	
54 Horseshoe Gulch Trail	SCG/USFS	Easy	Multi-Use	11,743	Midcountry	Begins in Frontcountry
55 Illinois Creek	TOB	Easy	Multi-Use	8,460	Frontcountry	
56 Iowa Hill	TOB/SCG	Moderate	Multi-Use	6,406	Frontcountry	
57 Jacks Cruel Joke	TOB	Difficult	Multi-Use	1,865	Frontcountry	
58 Juniata	SCG	Moderate	Multi-Use	4,773	Frontcountry	
59 Laurium Road	USFS	Difficult	Multi-Use	3,412	Midcountry	
60 Liesel's Luge	TOB	Moderate	Multi-Use	788	Frontcountry	
61 Little Corporal	TOB/SCG	Moderate	Multi-Use	2,301	Midcountry	Top Section is Frontcountry
62 Little French Flume Trail	USFS	Difficult	Multi-Use	14,930	Backcountry	
63 Little Mountain	TOB	Difficult	Directional - Hike Only		Frontcountry	
64 Lomax Placer	TOB	Moderate	Multi-Use	1,074	Frontcountry	
65 Lower Flume	TOB	Easy	Multi-Use	8,202	Frontcountry	
66 Lower McCullough Gulch Trail	USFS	Difficult	Multi-Use	5,642	Midcountry	Lower Section is Frontcountry
67 Lower Peaks Trail	USFS	Easy	Multi-Use	3,042	Frontcountry	
68 Main St Junction	TOB	Easy	Multi-Use	941	Frontcountry	
69 McCullough Gulch Trail	USFS	Difficult	Multi-Use	10,022	Backcountry	Begins in Midcountry
70 Middle Flume	TOB/SCG	Moderate	Multi-Use	3,174	Frontcountry	
71 Mike's Trail	TOB	Difficult	Multi-Use	2,479	Frontcountry	
72 Mineral Hill Hiking Trail	TOB/SCG	Moderate	Hike Only	2,386	Frontcountry	
73 Mineral Hill Trail	TOB/SCG	Difficult	Multi-Use	7,703	Frontcountry	
74 Minnie Mine	TOB/SCG	Moderate	Multi-Use	6,439	Frontcountry	
75 Mohawk Lakes Trail	USFS	Difficult	Multi-Use	4,283	Midcountry	
76 Moonstone	TOB	Moderate	Multi-Use	2,499	Frontcountry	
77 Mountain Pride	TOB/SCG	Easy	Multi-Use	7,568	Midcountry	
78 Nightmare on Baldy	TOB/SCG	Moderate	Multi-Use	8,391	Midcountry	
79 One Step Over	USFS	Moderate	Multi-Use, Motorized	12,382	Frontcountry	
80 Park Forest	TOB	Easy	Multi-Use	454	Frontcountry	
81 Peaks Connect	TOB	Moderate	Multi-Use	4,202	Frontcountry	
82 Peaks Connect	TOB	Moderate	Multi-Use	234	Frontcountry	

Trail Inventory -
Upper Blue River Watershed

Name	Owner	Level of Difficulty	Type of Use	Length (ft)	Management Zone	Management Zone Notes
83 Peaks Trail	USFS	Difficult	Multi-Use	40,781	Frontcountry	Middle Section is Midcountry
84 Pence Miller	TOB	Moderate	Multi-Use	5,808	Frontcountry	
85 Pennsylvania Connect	USFS	Difficult	Multi-Use, Motorized	9,741	Midcountry	
86 Pinball Alley	USFS	Moderate	Multi-Use	4,576	Midcountry	
87 Pine	TOB	Moderate	Multi-Use	523	Frontcountry	
88 Prospect Trail	TOB/SCG/USFS	Moderate	Multi-Use	6,972	Frontcountry	
89 Quandary Trail	USFS	Difficult	Multi-Use	14,137	Midcountry	Begins in Frontcountry Extends outside of the Upper Blue
90 Red Trail	USFS	Moderate	Multi-Use	11,141	Frontcountry	
91 RedPig	TOB/SCG	Moderate	Multi-Use	4,309	Frontcountry	
92 Reiling Dredge Trail	TOB/SCG	Easy	Multi-Use	1,161	Frontcountry	
93 Reservoir	TOB	Moderate	Multi-Use	4,474	Frontcountry	
94 River Trail	TOB	Easy	Multi-Use	12,352	Frontcountry	
95 Rock Island Trail	TOB/SCG	Easy	Multi-Use	4,529	Backcountry	
96 Sallie Barber Rd	USFS	Moderate	Multi-Use	15,475	Midcountry	Small Sections are Frontcountry and Backcountry
97 Sawmill Trail	TOB	Moderate	Hiking Only	4,437	Frontcountry	
98 Select 10	TOB	Moderate	Multi-Use	2,193	Frontcountry	
99 Shock Hill	TOB	Difficult	Multi-Use	6,156	Frontcountry	
100 Siberian Loop	USFS	Moderate	Multi-Use	26,215	Midcountry	
101 Sidedoor Trail	TOB/SCG	Moderate	Multi-Use on Lower Section	2,457	Frontcountry	
102 Silver Shekel	TOB	Moderate	Multi-Use	401	Frontcountry	
103 Slalom	TOB/SCG	Difficult	Multi-Use	4,475	Frontcountry	
104 Southside	TOB	Easy	Multi-Use	2,399	Frontcountry	
105 Spruce Creek Trail	USFS	Difficult	Multi-Use	11,922	Midcountry	
106 Sunbeam	TOB	Easy	Multi-Use	2,671	Frontcountry	
107 Swan's Nest Middle	SCG	Easy	Multi-Use	4,129	Frontcountry	
108 Toad Alley	TOB	Moderate	Multi-Use	7,003	Frontcountry	Conservation Zone
109 Tombstone	TOB	Easy	Multi-Use	233	Frontcountry	
110 Toms Baby	TOB/SCG	Difficult	Hiking Recommended	2,796	Frontcountry	
111 Toms Baby	TOB/SCG	Difficult	Bike Recommended	2,796	Frontcountry	
112 Traylor Way	TOB/SCG/USFS	Difficult	Multi-Use	2,773	Midcountry	

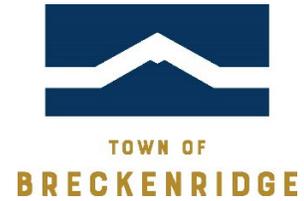
Trail Inventory -
Upper Blue River Watershed

Name	Owner	Level of Difficulty	Type of Use	Length (ft)	Management Zone	Management Zone Notes
113 Troll Forest	TOB	Easy	Multi-Use	9,182	Midcountry	
114 Trollstigen	TOB	Easy	Directional - Hike Only	916	Frontcountry	
115 True Romance	TOB/SCG	Easy	Multi-Use	4,007	Midcountry	
116 True Romance	TOB/SCG	Moderate	Multi-Use	2,156	Midcountry	
117 Turk's Trail	TOB/SCG	Moderate	Multi-Use	8,936	Midcountry	Lower Section is Frontcountry Upper Section is Midcountry
118 Upper Flume	TOB/SCG	Moderate	Multi-Use	16,806	Frontcountry	
119 Upper Pines	TOB	Easy	Multi-Use	429	Frontcountry	
120 Upper Sidedoor Trail	TOB/SCG	Moderate	Directional - Bike Only	8,134	Frontcountry	
121 V3	TOB/SCG	Difficult	Multi-Use	5,078	Frontcountry	
122 Valdero Trail	USFS	Moderate	Multi-Use	3,527	Midcountry	Beginning/End are Frontcountry
123 Vista Point	TOB	Easy	Multi-Use	4,399	Frontcountry	
124 Wakefield/Blue River Trail	SCG	Moderate	Multi-Use	7,545	Frontcountry	
125 Warriors Mark	TOB	Moderate	Multi-Use	2,516	Frontcountry	
126 Weber Gulch	TOB/SCG	Moderate	Multi-Use	4,252	Midcountry	Small Section is Backcountry
127 Wellington Bike Park	TOB	Moderate	Directional - Bike Only	2,193	Frontcountry	
128 Wellington Trail	TOB/SCG	Easy	Multi-Use	9,100	Frontcountry	
129 Western Sky	SCG	Easy	Multi-Use	4,344	Frontcountry	
130 Wheeler Trail	USFS	Difficult	Multi-Use	60,621	Backcountry	Hoosier Side is Frontcountry, Frisco Side is Backcountry
131 Wire Patch	TOB/SCG	Moderate	Multi-Use	5,869	Backcountry	
132 X10U8	TOB/SCG	Moderate	Multi-Use	4,246	Frontcountry	
133 Yellowbrick Road	TOB/SCG	Moderate	Multi-Use	3,111	Midcountry	Lower Section is Backcountry Lower Section is Frontcountry
134 ZL	TOB/SCG	Moderate	Multi-Use	23,387	Midcountry	

* USFS - United States Forest Service

* SCG - Summit County Government

* TOB - Town of Breckenridge



Memo

To: Breckenridge Town Council Members
From: Anne Lowe, Open Space & Trails Manager
Date: 3/7/2023
Subject: Proposed 2023 Joint Trailhead Projects

The Town and County Open Space programs are proposing three trailhead projects on jointly-owned open space properties in 2023. The trailhead projects include Brown's Gulch, Larium Trailhead, and Reiling Dredge ADA Trailhead with expenses split between the Town and County.

Enclosed are three proposals using the decision-making framework from the Open Space & Trails Master Plan. BOSAC reviewed the three proposals at its February meeting and approved each one, although the decision was not unanimous for Brown's Gulch. Some commissioners recommended utilizing the motorized recreational vehicle parking further east on Tiger Road instead of constructing a new parking area.

Staff welcomes Council's input on the trailhead proposals and will be present to answer any questions.

Brown's Gulch Trailhead Project

Project Goal: Create a new trailhead and parking area directly east of the green gate entrance at Brown's Gulch. The new parking area (approximately 100ft x 60ft) accommodates twenty parking spots for non-motorized use. Trailhead improvements include installation of a trailhead kiosk for information on best fishing practices, history of the Swan River, and a waste station for fishing line and hooks.

Estimated Cost: Total estimated cost for trailhead and kiosk is up to \$10,000 split between the Town and County.

Current Situation:

- First, and most importantly, the Town and County have created a valuable community resource by restoring the Swan River and its associated fishery. Nearly \$4M of public funds have been used to accomplish this work and we have a duty to provide a safe legal access to this resource we created.
- The Swan River is already a draw for anglers, but access to the site is limited.
- Parking for angling and non-motorized trail access on this section of Tiger Road is inadequate. The Muggins Gulch roadside pull-off fills quickly and can be fully occupied by a single truck and trailer. The small parking area to the Southeast of Rock Island Road is nearly always occupied by trucks and trailers hauling UTVs and ATVs, which leaves little to no room for other users.
- It is not legal to park along County Roads such as Tiger Road. Increasing motorized traffic on Tiger Road creates additional safety concerns without dedicated parking.
- Anglers are an increasing user group and we expect to see large amount of anglers utilizing the Swan River. The County built a trail for specific angling access from the proposed trailhead parking area.

Master Plan Strategic Goals

- *Conservation:* We value conservation as the foundation for protection of open space and natural resources.
- *Recreation:* We value access and the responsible use of open space for recreation that is safe, based on sustainable principles, and enhances the experience with proper etiquette and respectful behavior.
- *Access & Inclusion:* We are committed to facilitating the inclusion of all groups of people (both residents and visitors) with access to the OST system to enjoy recreation while learning about conservation.
- *Stewardship:* We take pride in our approach, commitment, and diligence in the conservation and management of open space, hoping to inspire other communities with our leadership and influence, to do the same.

Habitat Sensitivity

- The new Brown's Gulch trailhead falls within the low category on the Habitat Sensitivity Map, which is suitable for infrastructure such as trailheads.
- Due to proximity to the road and trail system, the proposed trailhead is in a high disturbance area and outside of any conservation areas.
- The overall project would avoid sensitive habitat and riparian areas and minimize tree removal, as disturbance is on existing roadbed with compacted soils. The disturbed area would be revegetated with native grass seed and monitored for invasive weeds for the next three years.

Management Zone Compatibility

- Proposed trailhead improvement falls within the midcountry management zone. Characteristics include a trail system that is moderately accessible, intermediate proximity and remoteness, limited infrastructure, and moderate management intensity.

Trail Development Guidelines

Staff is working with Summit County Open Space to develop specific trailhead plans.

- Conservation:
 - The trailhead would avoid sensitive habitats and high-quality natural resources.
 - New parking area utilizes an existing disturbed area.
- User Experience:
 - Provides trail users a more secluded and less structured trail experience.
- Community Context:
 - Potential to increase traffic to the Brown's Gulch area.
 - Creates access for anglers and a variety of trail user groups.
- Management:
 - Construction is feasible with good access and limited grading would need to happen.
 - Long-term maintenance would include:
 - Monitoring and managing drainage and sediment deposits.
 - Repairing and replacing signage.

Open Space Conservation Guidelines

- Conservation Values: The new parking area avoids wetlands, wildlife habitats, and sensitive vegetation.
- Land Use Values: The property is jointly owned by the Town and County. It is designated midcountry management zone.
- Recreation Values: Improved public access for both summer and winter activities.
- Cultural Values: Improve access to the Swan River, which was recently awarded an Outstanding Ecological Management Program Award from the Colorado Open Space Alliance.

Partnership Opportunities

- Summit County Open Space

Brown's Gulch Trailhead Improvement



- Trailhead Kiosk
- Trail
- Trailhead Improvement

0 300 Ft

Laurium Trailhead Project

Current Issues: The Laurium Trailhead is one of the most popular winter trailheads in the Upper Blue.

- Current parking in the winter reaches maximum capacity on the weekends, which is approximately 15 spots.
- Safety concern with trailhead parking adjacent to the County Road.
- Overflow parking is illegally occurring on County Road 528.
- Parking area has a downhill grade of 14% and the east-west grade of 14 %. Steep grades cause inefficient parking, vehicles getting stuck, and damage to vehicles.
- Summit County plow truck drivers have had issues with plowing the current parking area due to the steep grades.

Estimated Cost: Estimated cost of the project is \$15,000 split between the Town and County.

Staff Recommendation: Create a new trailhead directly east of the green gate on Town and Summit County Open Space, with the option to leave the existing trailhead as overflow or reclaim to offset the minor disturbance of the new trailhead.

- The new trailhead would be safer as off-road parking does not require vehicles to back out onto the main road.
- Trailhead would be flatter with a 3% out slope.
- Summit County Open recommend creating a 100 ft x 60 ft parking area for approximately 20 parking spaces.
- There is substantially less cost and workload associated with the new parking area compared to regrading the existing parking area.
- Summit County Road and Bridge Department would prefer plowing the new trailhead compared to the existing one.

Habitat Sensitivity

- The new Laurium Trailhead falls within the low category on the Habitat Sensitivity Map, which is suitable for infrastructure such as trailheads.
- Due to its proximity to the road and trail system, the proposed trailhead is located in a high disturbance area and outside of any conservation areas.
- The overall project would avoid sensitive habitat and riparian areas, minimize tree removal, as most of the disturbance is occurring on existing roadbed with compacted soils. The disturbed area would be revegetated with native grass seed and monitored for invasive weeds for the next three years.

Management Zone Compatibility

- Proposed trailhead improvement falls within the frontcountry zone.
- There is a high volume of wintertime use.

Master Plan Strategic Goals

- *Conservation:* We value conservation as the foundation for protection of open space and natural resources.
- *Recreation:* We value access and the responsible use of open space for recreation that is safe, based on sustainable principles, and enhances the experience with proper etiquette and respectful behavior.
- *Access & Inclusion:* We are committed to facilitating the inclusion of all groups of people (both residents and visitors) with access to the OST system to enjoy recreation while learning about conservation.
- *Stewardship:* We take pride in our approach, commitment, and diligence in the conservation and management of open space, hoping to inspire other communities with our leadership and influence, to do the same.

- The frontcountry zone is likely to see infrastructure, such as a well-maintained trailhead, signage, and trailhead kiosks.
- The frontcountry zone demands a higher level of management and maintenance, consistent with its current management and maintenance.

Trail Development Guidelines

Staff works closely with joint owners, Summit County Open Space and Road & Bridge, and the Town's engineering department. In designing trailheads, staff considers habitat impacts, avoiding wetlands, wildlife impacts, and existing infrastructure.

- Conservation
 - The trailhead would avoid sensitive habitats and high-quality natural resources.
 - New parking area utilizes an existing disturbed area.
- User Experience
 - Provides trail users a safer, more accessible option to the trail network.
- Community Context:
 - Increases safety of access.
 - Creates equitable access and inclusion to open space land.
- Management
 - Construction is feasible with good access and minimal grading.
 - Long-term maintenance to be shared with Summit County include:
 - Repairing and replacing signage.
 - Winter plowing provided by the County.

Open Space Conservation Guidelines

- Conservation Values: This project avoid wetlands, wildlife habitat, and sensitive vegetation.
- Land Use Values: The Laurium parcel is jointly-owned with Town and County in a designated frontcountry management zone.
- Recreation Values: Year-round access is improved. SPRTV restoration project to the Laurium Road is in process. Project addresses wintertime parking and safety issues at trailhead.
- Cultural Values: Improve access to unique historical sites such as the historic Nordic Center, Iowa Mill, and the Mountain Pride Site.

Partnership Opportunities

- Summit County Open Space will provide financial contribution, as well as management and maintenance contributions, and snow plowing in the winter months.
- Town of Breckenridge engineering staff, Summit County Open Space staff, and Summit County Road and Bridge Department will work collaboratively to develop trailhead expansion plans.

Laurium Trailhead Improvements



GR 528

GR 532

Laurium Road



- Trailhead Kiosk
- Trail
- Trailhead Improvement



TOWN OF BRECKENRIDGE
ENGINEERING

P.O. Box 168
1095 Airport Road
Breckenridge, Colorado 80424
(970) 453-3196

www.townofbreckenridge.com

LAURIUM TRAILHEAD PARKING

TOB PROJ. #XXXXXXXXXX

PROJECT LOCATION (STREET)
TOWN OF BRECKENRIDGE, COLORADO

ISSUE: NOT FOR CONSTRUCTION

ISSUE DATE: 03/02/2023

REVISIONS # DATE DESCRIPTION

1

2

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4

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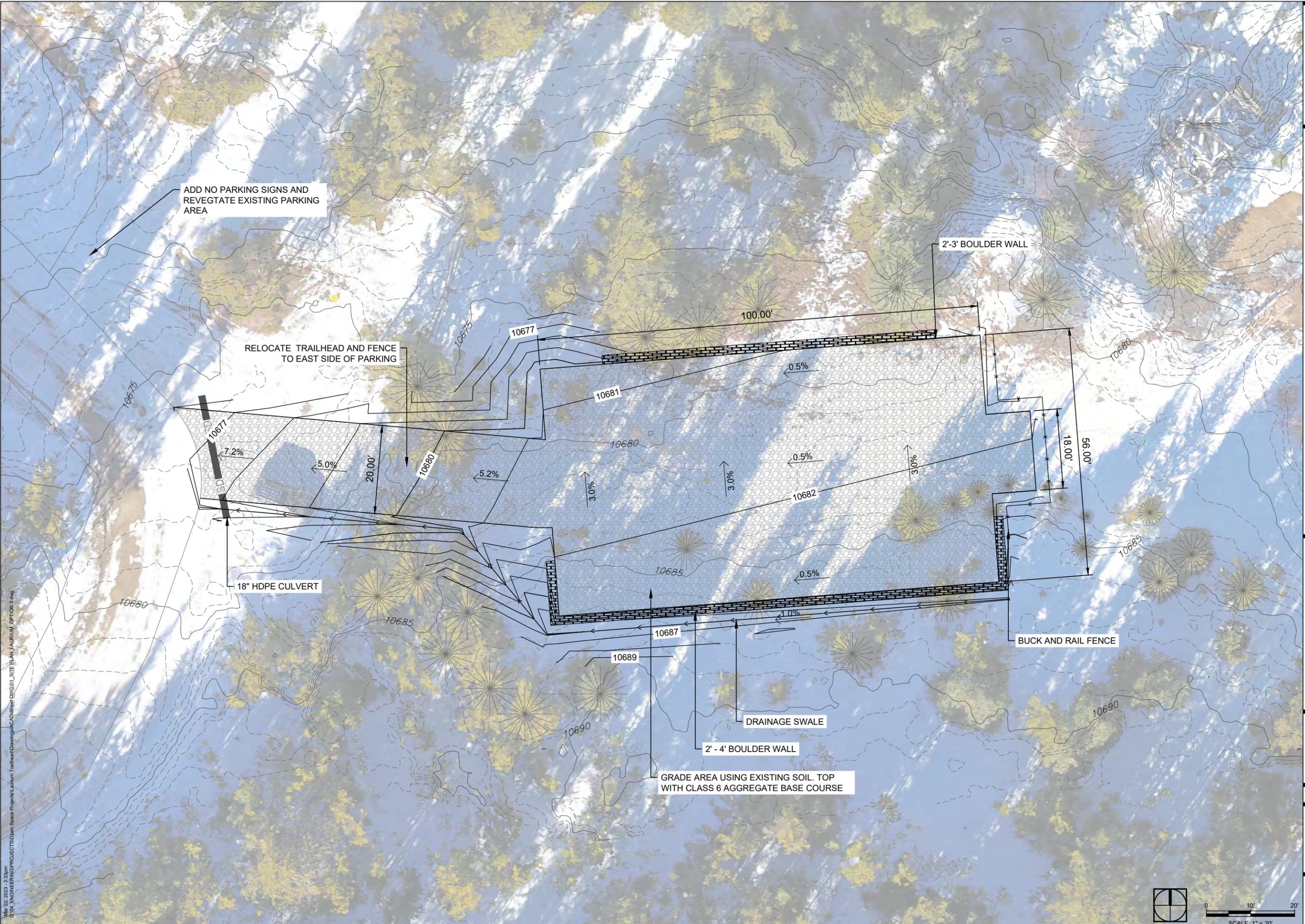
DRAWN: _____ REVIEWED: _____

PROJECT NUMBER:

SITE PLAN

SHEET NUMBER

CXX



Mar 02, 2023 - 3:33pm
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Reiling Dredge Trailhead Project

Current Issues: In summer 2023, The Town is partnering with Summit County Open Space to retrofit the existing Reiling Dredge Trail into a wheelchair-friendly trail. The trailhead project goal is to create two accessible parking spaces to Americans with Disabilities Act (ADA) standards that provide safe access to the newly amended trail.

Estimated Cost: Estimated cost of the trailhead parking is \$15,000, with \$15,000 for trail amendments, and \$37,000 for bridge retrofit. Total cost of all components is \$67,000 to be split between the Town and County.

Staff Recommendation: Create designated ADA parking on the south side of French Gulch Road that would accommodate two ADA parking spots. Estimated size is 51'x 18'.

- Southside parking eliminates the need of ADA users to cross French Gulch Road.
- Off-road parking provides a safe loading and unloading zone away from the road.
- The southside parking location allows for a smaller ramp construction that is safer and improves user experience.
- The visible signage for ADA parking is easier for user to locate.
- The area is already disturbed.

Master Plan Strategic Goals

- *Conservation:* We value conservation as the foundation for protection of open space and natural resources.
- *Recreation:* We value access and the responsible use of open space for recreation that is safe, based on sustainable principles, and enhances the experience with proper etiquette and respectful behavior.
- *Access & Inclusion:* We are committed to facilitating the inclusion of all groups of people (both residents and visitors) with access to the OST system to enjoy recreation while learning about conservation.
- *Stewardship:* We take pride in our approach, commitment, and diligence in the conservation and management of open space, hoping to inspire other communities with our leadership and influence, to do the same.

Habitat Sensitivity

- A southside ADA Reiling Dredge trailhead parking lot falls within the low category on the Habitat Sensitivity Map, which is suitable for infrastructure such as trailheads.
- Due to proximity to the road and trail system, the proposed trailhead is in a high disturbance area and outside of any conservation areas.
- The project avoids sensitive habitat and riparian areas and minimizes tree removal, as most disturbance occurs on existing roadbed with compacted soils. The disturbed area would be revegetated with native grass seed and monitored for invasive weeds for the next three years.

Management Zone Compatibility

- Proposed trailhead improvement falls within the frontcountry zone.
- Frontcountry zone is more likely to see infrastructure, such as a well-maintained trailhead, signage, and trailhead kiosks.
- Frontcountry zone requires a higher level of management and maintenance.

Trail Development Guidelines

To develop plans for the new trailhead, staff will collaborate with joint owners Summit County Open Space, Summit County Road & Bridge, the Town's Engineering Department, Breckenridge Social Equity Advisory Commission, and the Breckenridge Outdoor Education Center (BOEC).

Trail Development Guidelines:

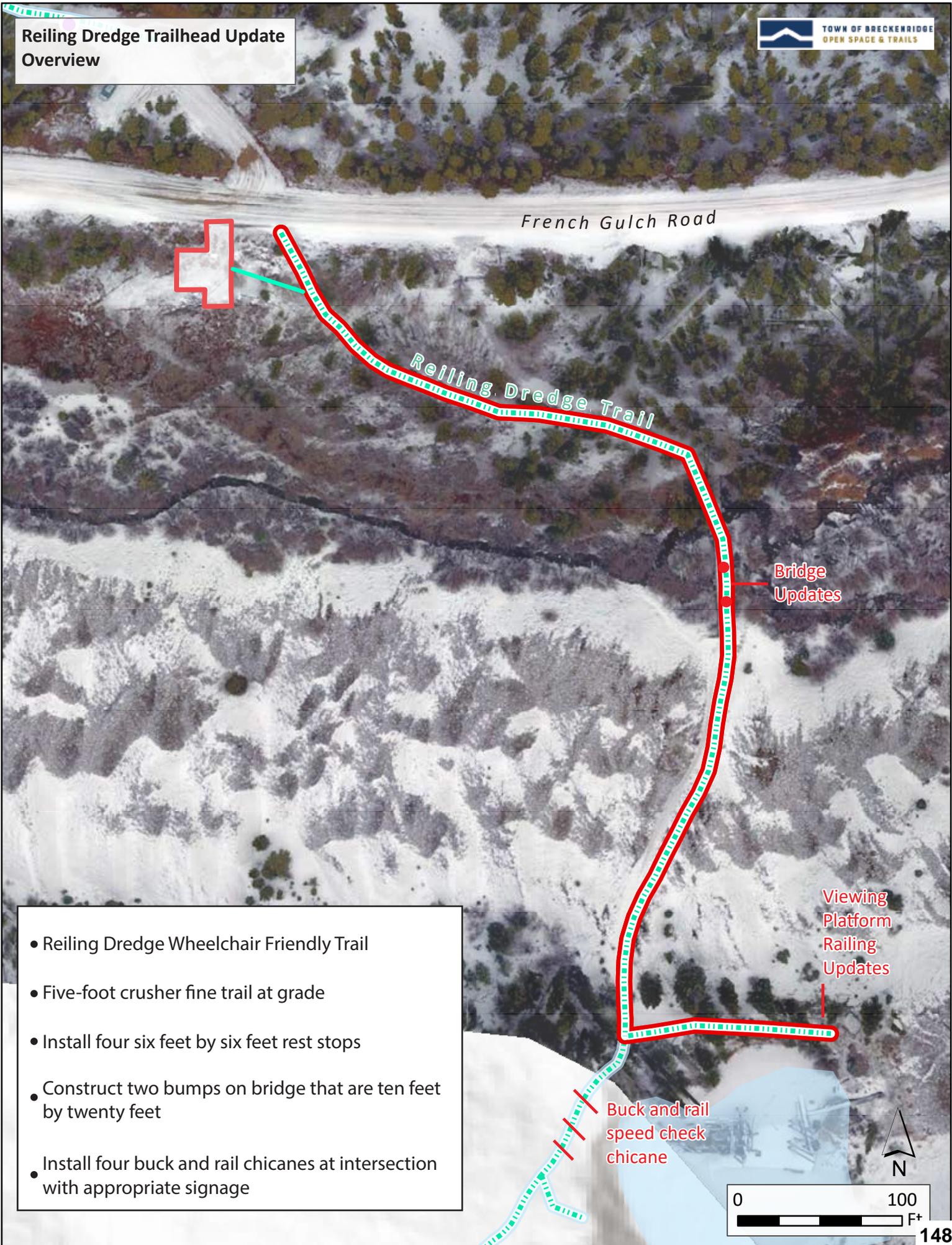
- Conservation:
 - It avoids sensitive habitats and high-quality natural resources.
 - New parking area utilizes an existing disturbed area.
- User Experience:
 - Provides unique experiences for people of different abilities and mobility challenges.
 - Provides trail access and open space experiences for all age groups.
- Community Context:
 - Potential to increase traffic to Reiling Dredge area.
 - Creates equitable access and inclusion on public lands.
- Management:
 - Construction is feasible with good access and materials in stock available.
 - Long-term maintenance to be shared with Summit County include:
 - Resurfacing and repairing potholes.
 - Monitoring and managing drainage and sediment deposits.
 - Repairing and replacing signage.
 - The area would not be maintained during winter months.
 - The proposed trailhead falls within the frontcountry zone and focuses on infrastructure, management, and inclusion and accessibility.

Open Space Conservation Guidelines

- Conservation Values: The new parking area avoids wetlands, wildlife habitats, and sensitive vegetation.
- Land Use Values: The property is jointly owned open space and designated frontcountry management zone.
- Recreation Values: Improved public access offering iconic views and historical mining interpretive signage. The new parking area and wheelchair-friendly trail improvements create a unique multi-use experience while providing equitable access and inclusion on open space lands.
- Cultural Values: Improve equitable access to unique historical sites to the Reiling Dredge, French Creek dredge piles, and boarding houses that reflect Breckenridge’s mining history with scenic views.

Partnership Opportunities

- Town of Breckenridge Engineering
- Town of Breckenridge Streets & Parks
- Breckenridge Social Equity Advisory Commission
- Summit County Open Space
- Summit County Road and Bridge Department
- Breckenridge Outdoor Education Center

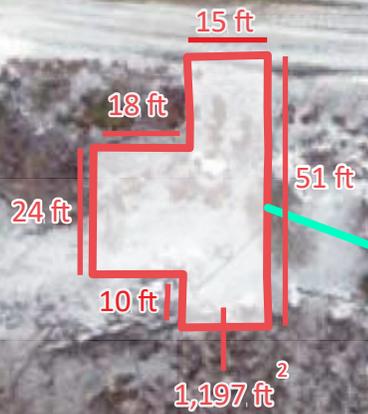


- Reiling Dredge Wheelchair Friendly Trail
- Five-foot crusher fine trail at grade
- Install four six feet by six feet rest stops
- Construct two bumps on bridge that are ten feet by twenty feet
- Install four buck and rail chicanes at intersection with appropriate signage

Reiling Dredge Trailhead Updates

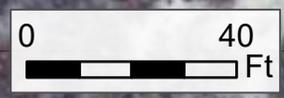
Reiling Dredge Trailhead

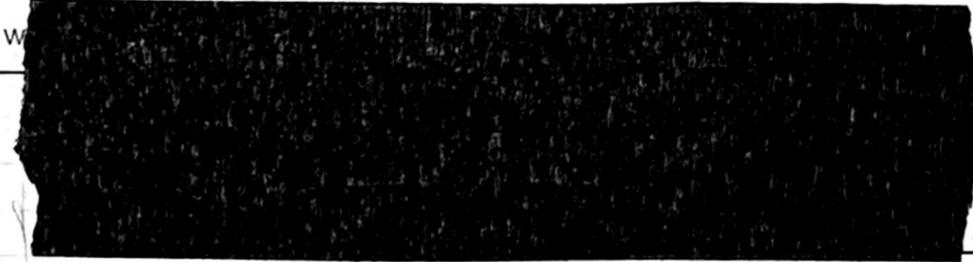
French Gulch Road



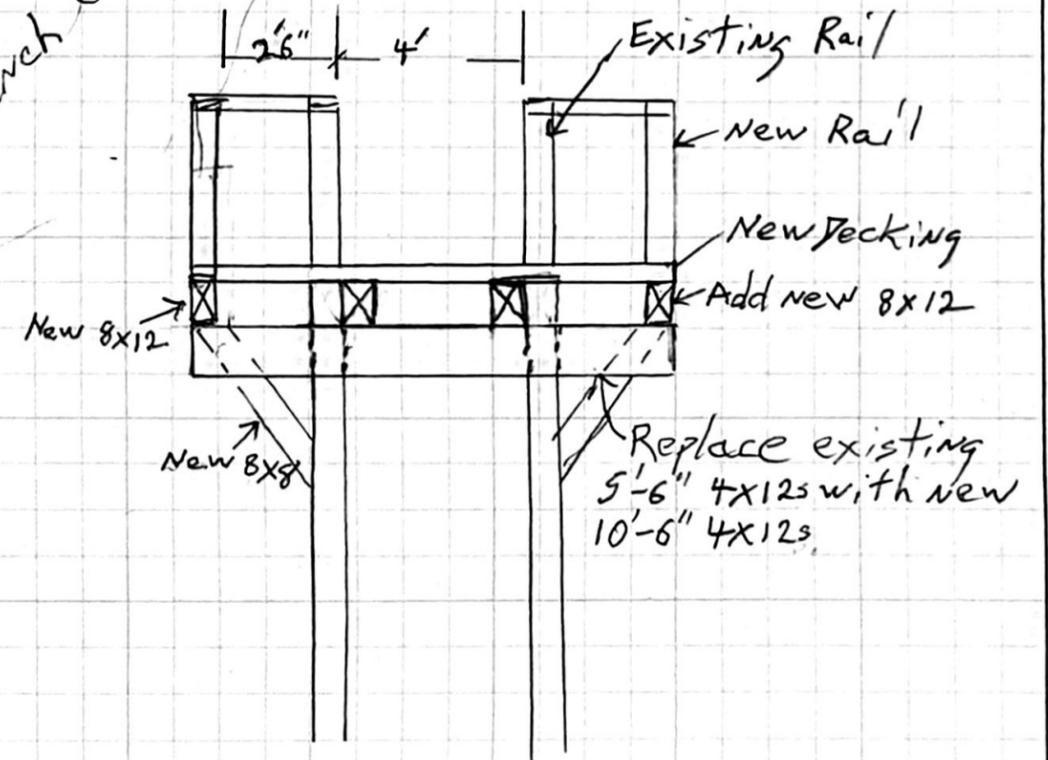
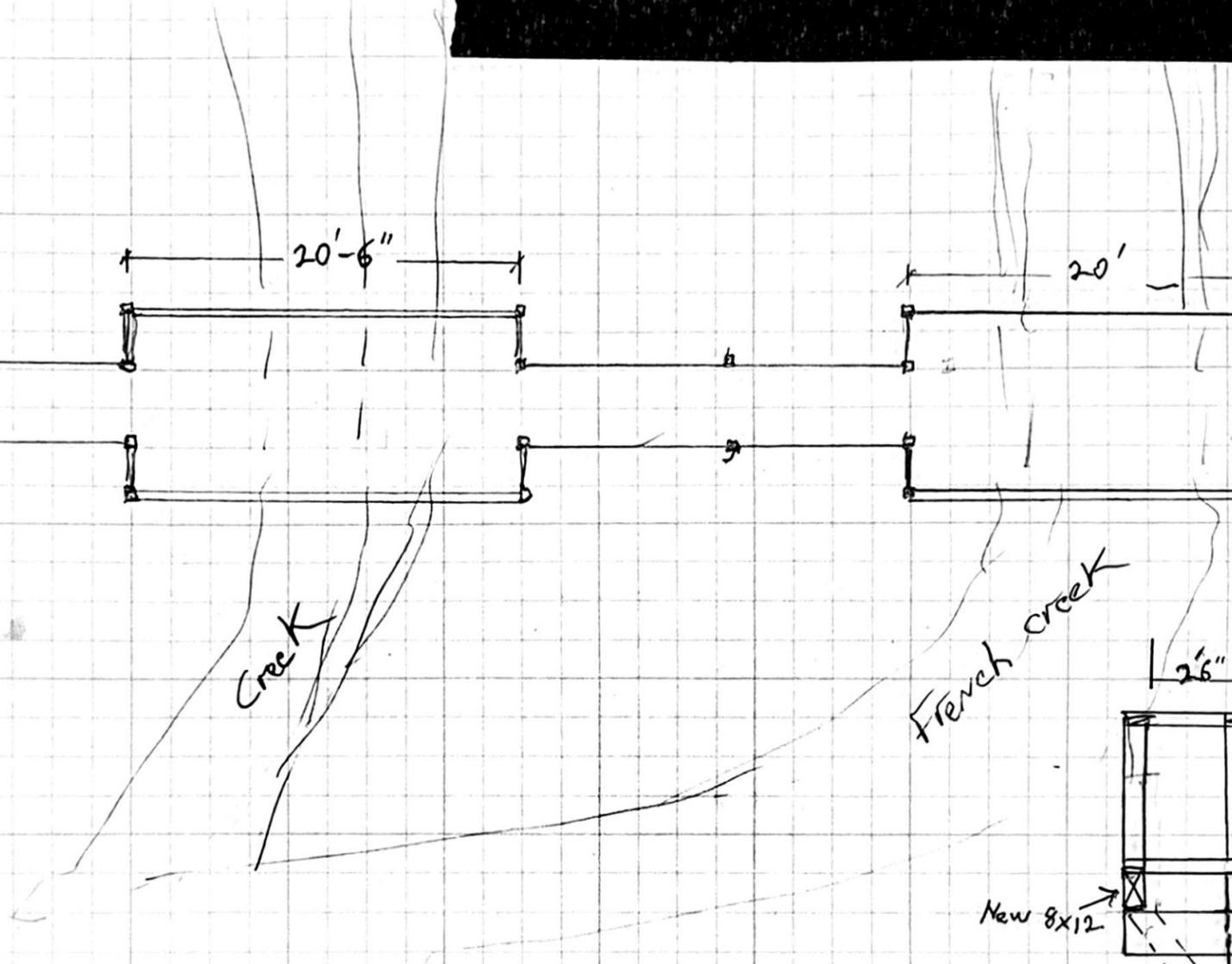
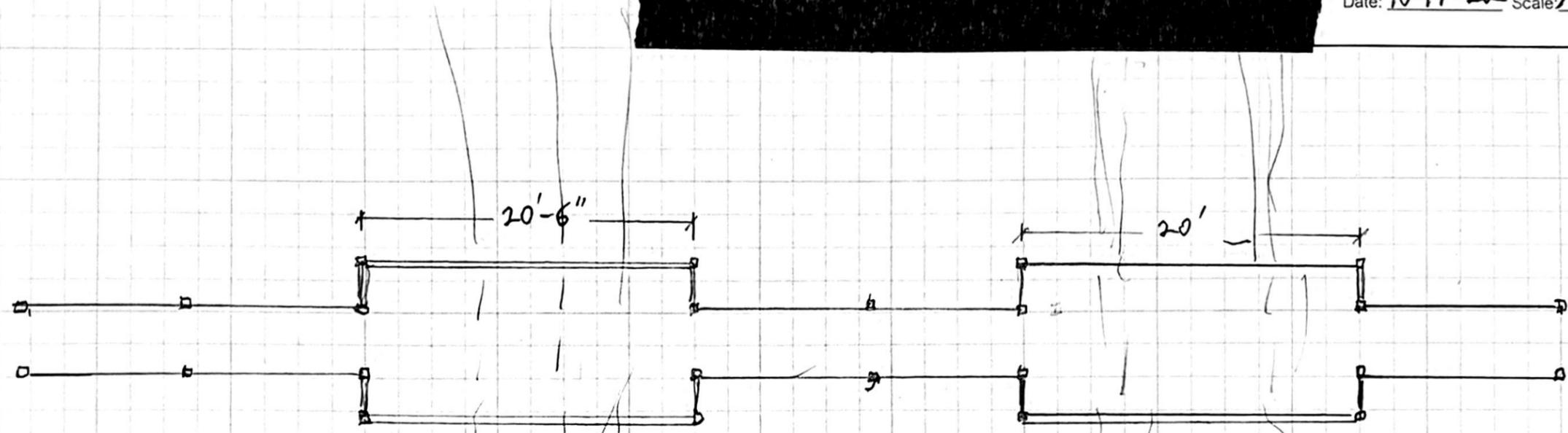
Ramp from ADA Parking area to existing trail

Reiling Dredge Trail

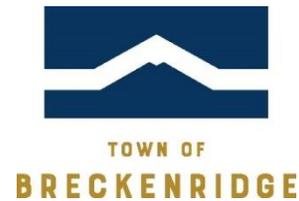




Project: Reiling Trail Bridge
Date: 10-19-22 Scale: 1/8" = 1' Author: Ty



Scale: 1/4" = 1'



Memo

To: Breckenridge Town Council Members
From: Dana Laverdiere, Director Human Resources
Dave Byrd, Director Finance
Date: 3/8/2023
Subject: Employee Housing Down Payment Assistance Program

Background

In 2022, Human Resources, Housing, and Finance began discussions on updating the current employee Housing Down Payment Assistance Program (DPAP). There was a consensus that the program needed to be revised, both in policy and ongoing management of the terms of the loan.

The Employee Down Payment Assistance Program was created in 2000, slightly modified in 2007 and again in 2009. The current loan amount is up to \$25,000 in the Upper Blue Basin, and up to \$35,000 in the Town of Breckenridge. The current employee loan program is 3% interest amortized over 20 years, with a balloon payment at 10 years. The Town currently has one employee utilizing the DPAP.

Request

The proposed update is to change the loan amount to be up to \$75,000 if the home purchase is in Summit County, and up to \$100,000 if the home purchase is in the Town of Breckenridge or the Upper Blue Basin. The interest rate proposed is 1%, and we are proposing removal of the 10-year balloon payment. The loan terms would be 1% amortized over 20 years.

Staff believes with the proposed updates to the DPAP, this will provide Town employees with a variety of housing options, including both purchase and rental to meet the needs of securing housing in Breckenridge and / or Summit County.

Budgetary impacts would be approximately \$200,000 in 2023, which is included in the Housing Fund proforma for new loans. The Finance Director has also incorporated \$2.5M into the proforma for loans through 2030, to account for 25 loans. Future budget cycles would include adequate DPAP funding requests.

Example Scenarios

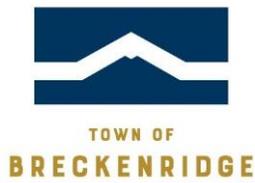
Example scenarios are provided to demonstrate the monthly payment for employee borrowers with 1% (recommended), 2%, and 3% interest rates on the DPAP.

DPAP Loan Amount	Interest Rate	Monthly Payment
\$100,000	1%	\$459.89
\$100,000	2%	\$505.88
\$100,000	3%	\$554.60
\$75,000	1%	\$344.92
\$75,000	2%	\$379.41
\$75,000	3%	\$415.95

For additional comparison, Council may find it interesting to know that for a loan at 6% interest rate over 30 years, the payment on \$100,000 would be \$599.55 and for \$75,000 it would be \$449.66. In any scenario we look at for the employee DPAP the Town would be saving the employee money on a monthly basis and over the life of the loan in interest.

The draft policy is attached for Council's review.

Dana Laverdiere and Dave Byrd are available for questions.



Town of Breckenridge Policy Title:	Employee Housing Down Payment Assistance Program
Effective Date:	March 1, 2023

Scope:

The Employee Housing Down Payment Assistance Program (DPAP) applies to all Full-Time Year-Round (FTYR) Town of Breckenridge employees. This program allows for the Town of Breckenridge to provide housing down payment assistance to Town of Breckenridge employees in the form of a loan.

Purpose:

The purpose of the Down Payment Assistance Program is to assist qualified FTYR Town of Breckenridge employees with the purchase of a home within reasonable commuting distance of their employment.

Statement of Policy

The Town’s DPAP loan is a 2nd mortgage on the property being purchased with a fixed interest rate of 1% amortized over 20 years.

Location	Maximum Loan Amount (Up to)
Town of Breckenridge	\$100,000
Upper Blue Basin (Farmer’s Korner to Hoosier Pass)	\$100,000
Summit County	\$75,000

Procedure

- Eligible participants are Full-Time Year-Round Town of Breckenridge employees.
- There is no waiting period to access the DPAP loan.
- Employee must be in good standing, and free from final written warning disciplinary action for at least 2 years.
- Non-first time home buyers from outside the area are eligible if their existing home is being sold.
- Move-up buyers, who currently own a home in Summit County or surrounding area, are eligible as long as they are in the process of selling their current residence.
- The DPAP loan is for the employee’s sole and primary residence, and must be owner-occupied.
- Employee may not own other developed property in Summit County.
- There is no employee income limit to be eligible for the DPAP.
- Employee cash contributions: Amount specified by the primary lender or a minimum of 3% of purchase price. Closing costs do count as employee’s cash contribution.
- DPAP may be combined with Housing Helps, a buy down property, or other deed restricted housing.
- If two Town of Breckenridge employees are married or common-law, only one DPAP may be utilized.



- Employee must maintain FTYR employment status.
- DPAP applicants must be pre-qualified for a 1st mortgage before applying and before commitment of the Town's DPAP. Commitment is good for 6 months, and can be extended if closing date is set, or with extenuating circumstances.
- DPAP can be used for new construction however will only be released after the home is 100% complete and the construction loan is converted to permanent financing. Construction commitments are good for 9 months.
- DPAP applications are submitted to the Finance Department. The Finance Department will notify the Housing Division and Human Resources.
- DPAP monthly payments are submitted to the Finance Department. Payroll deductions may be arranged with the Finance Department as a payment option.
- Loan Terms
 - Prior to disbursement of funds to the borrower, an official loan document outlining the terms and monthly payment amount and repayment terms will be signed by the borrower. The 2nd mortgage is secured by a Subordinate Priority Deed of Trust encumbering the Property. All the terms and conditions of the Subordinate Priority Deed of Trust are made part of the Promissory Note.
 - Interest accrues from date of settlement | Closing.
 - Payment is due on the 1st of each month, or via payroll deductions if arranged with Payroll in the Finance Department.
 - If monthly payment is not received in Finance within 15 days from payment due date, 10% of the monthly payment will be charged to borrower as a late fee.
 - Default interest rate of Prime + 3% is put into effect as the new fixed rate for current employees who default on payment. An employee defaults when there is a payment past due 90 days or greater.
 - Loan is due upon death of the employee. Payment made as soon as reasonably practicable.
 - Loan is due within 90 days upon separation or following termination of employment.
 - Default interest rate is Prime + 8% for separated employees who do not pay loan in full 90 days from date of separation from employment.
 - Loan is due within 90 days upon any change in FTYR employment status to another status that is not FTYR, which may include but is not limited to PTYR, Seasonal, Substitute, Temporary.
 - Default interest rate is Prime + 8% for employees who do not maintain FTYR employment status with the Town of Breckenridge and who do not pay loan in full 90 days from change in FTYR employment status. HR and Deputy Town Manager may consider extenuating circumstances on a case-by-case basis.



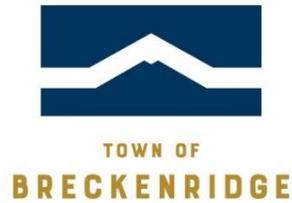
- The loan is due upon sale or transfer of the home from the employee to another party.
- The loan is due upon refinance of the property.
 - Town reserves the right to subordinate the lien for a refinance in cases where the refinance will lower the interest rate on the primary mortgage and the owner does not have enough equity in their home to refinance the DPAP into the primary mortgage. This will be reviewed on a case-by-case basis, and must be approved by Deputy Town Manager.

Policy Violation

Any Town of Breckenridge employee who fails to abide by this policy may be subject to denial of request. Any violation of this policy may result in disciplinary action up to an including termination from employment.

Review & Approval Summary

Review/Revision Dates (Dates in parentheses include review but no revisions:	
Approval Body: Deputy Town Manager & HR	Approval Date: March 1, 2023



Memo

To: Mayor and Town Council Members
From: Helen Cospolich, Town Clerk
Date: 3/8/2023
Subject: Valley Brook Cemetery Rules and Regulations

The attached Valley Brook Cemetery Rules and Regulations form the guiding document for our cemetery practices. Recently we have identified areas of cemetery operations that need to be updated from prior rules that were part of the original cemetery master plan. We have also determined it is necessary to develop full rules and regulations to formalize our practices for the sake of maintaining an operational, community-focused cemetery for years to come.

Notable amendments to past rules include:

- No space purchases by out-of-county residents, unless descendants of current or former residents;
- No burials in the winter months, November-April;
- Additional specifications for monuments and fences;
- Maintenance responsibilities for owners and Town staff;
- The Town reserves the right to close the cemetery during the winter months due to conditions and ability to clear snow;
- Changes to the purchase and burial fee schedules.

Staff will be present at the meeting to answer questions from the council.

**ADMINISTRATIVE REGULATIONS TOWN OF BRECKENRIDGE,
VALLEY BROOK CEMETERY**

ARTICLE I – GENERAL PROVISIONS

1
2
3 **A. Authority and purpose.** These regulations are adopted by the department of
4 public works and the clerk of the Town of Breckenridge per authority of the municipal code.
5 Application and permission for interment, and permissible use of burial space shall be governed
6 by the rules and regulations of the cemetery. These regulations supplement the requirements
7 of the municipal code. These rules and regulations supersede and terminate any and all prior
8 rules and regulations.

9 **B. Effective date.** These administrative rules and regulations are effective upon
10 publication as required under 1-18-3 of the municipal code.

11
12 **C. Interpretation.** These rules and regulations have the force and effect of law. To
13 the extent there is any conflict between the municipal code and these regulations, the municipal
14 code shall govern.

ARTICLE II -DEFINITIONS

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19 *Burial Space* means a single space within a platted lot designed for the interment of one human
20 body.

21
22 *Lot* means a platted lot within the cemetery consisting of ten (10) burial spaces.

23
24 *Memorial* means a monument, monolith or marker for family or individual use.

25
26 Monument. The term “Monument” refers to a stone memorial of more than one
27 piece.

28
29 Monolith. The term “Monolith” refers to one-piece memorials of a particular
30 design, usually tall stone of narrow width and depth.

31
32 Marker. The term “Marker” refers to one-piece stones (other than monolith) or
33 bronze, usually used to mark individual or companion gravesites.

ARTICLE III - PURCHASE OF BURIAL SPACES

34
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37 A. Requirements for purchase.

38
39 1. Completed application for purchase of a burial space on the form provided by the
40 office of the clerk.

41 2. Proof of residency or property ownership will be due at the time of purchase.

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**ADMINISTRATIVE REGULATIONS TOWN OF BRECKENRIDGE,
VALLEY BROOK CEMETERY**

- 1 3. Executed purchase agreement on the form provided by the clerk.
- 2 4. Purchase of single burial spaces. Single burial spaces shall be sold within lots
- 3 which are partially full only.
- 4 B. Eligibility to purchase burial site; Purchase price; Perpetual care fee:
- 5

Eligibility Requirements	Purchase Price	Perpetual Care Fee
In Town property owners and/or residents	\$500.00	\$800.00
Unincorporated Summit County property owners and/or residents	\$800.00	\$1200.00
Others residing outside boundaries if have relatives buried in Valley Brook Cemetery. \$2500.00	\$2500.00	\$2500.00

- 6
- 7 C. Lot and burial space sizes.
- 8
- 9 Per burial space: 4 feet by 10 feet
- 10 per lot (10 spaces): 20 feet by 20 feet
- 11
- 12

**ADMINISTRATIVE REGULATIONS TOWN OF BRECKENRIDGE,
VALLEY BROOK CEMETERY**

1 D. In the case of cremated remains, two cremated remains are allowed to be
2 interred in any one burial space, provided the initial burial takes place at the head of the space
3 (and is known to be in that location).

4 E. Burial permit required. An authorization for final disposition must be submitted to
5 the Town Clerk before any interment or disinterment, in accordance with Section 25-2-111,
6 C.R.S.

7 F. Disinterment or removal. Disinterment shall only take place upon written consent
8 of the next of kin of the deceased or upon court order and may need to be contracted out by the
9 requestor.

10 G. Opening and closing graves. The Town Clerk shall be notified as early as
11 possible, to coordinate burial timing with public works, no less than 72 hours in advance of an
12 interment. Timing is ultimately up to staffing availability, but reasonable efforts will be made to
13 accommodate timing desires.

14
15

Service	Fee Amount
Open and Close Casket	\$1,225.00
Open and Close Cremation	\$700.00
Licensed Contractor / Self Dig Fee (with prior approval from Town Clerk)	\$200.00
Emergency/After Hours Hourly Fee (defined as outside regular business hours, Mon-Fri 8am-5pm, and holidays):	\$200.00
Infant Burial (Ages 2 years or younger – space purchase and casket open/close included):	\$.00

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ARTICLE V - CONDUCT WITHIN THE CEMETERY

Visitors shall observe the following rules in the interest of all space owners and for the protection of the grounds:

**ADMINISTRATIVE REGULATIONS TOWN OF BRECKENRIDGE,
VALLEY BROOK CEMETERY**

- 1
- 2 A. Enter only during cemetery hours from 6 a.m. – 8 p.m. unless public works
- 3 determines that the cemetery shall be closed to the public due to weather or other
- 4 circumstances that public works determines, in its sole discretion, warrants closure. Intermittent
- 5 road or cemetery closures due to winter conditions should be expected from November through
- 6 April.
- 7 B. Be respectful of the cemetery, its occupants, monuments and other visitors.
- 8 C. Dogs are prohibited in the cemetery.
- 9 D. Children must be accompanied and supervised by an adult.
- 10 E. Trash and/or other discarded materials shall be discarded in public trash
- 11 containers or removed from the cemetery grounds.
- 12 F. Glass containers are prohibited.

ARTICLE VI – MAINTENANCE AND CARE OF CEMETERY AND BURIAL SPACES

- 13
- 14
- 15 A. The public works department is responsible for maintaining the common areas,
- 16 roads, and tree removals, winter plowing; provided, however, only the main driving loop of the
- 17 cemetery will be plowed in the winter, and only after other town plowing priorities are complete.
- 18 B. Burial space owners are responsible for maintenance of their own spaces,
- 19 including but not limited to weed management, cleaning/clearing headstones and pruning
- 20 bushes. In addition,
- 21 1. Unless authorized in writing by the Town clerk, burial space owners shall not
- 22 install lot fencing or ornamental boundaries or otherwise impede the Town’s access to burial
- 23 spaces.
- 24 2. Fences authorized by the clerk shall be maintained by the burial space owner
- 25 and replicate the general character of historic fences by adhering to the following criteria:
- 26 a. Material for fences shall be wood picket (painted or stained), wrought iron, or
- 27 simple iron fences. Chain link or concrete barriers are prohibited.
- 28 b. The height of the fence should be less than three feet and installed six (6) inches
- 29 inside all plot or lot boundaries and easily disassembled for future interments/disinterment.
- 30
- 31

ARTICLE VII - MEMORIALS

**ADMINISTRATIVE REGULATIONS TOWN OF BRECKENRIDGE,
VALLEY BROOK CEMETERY**

1 A. All memorials shall be in harmony with other memorials within the cemetery with
2 respect to size and design.

3 1. The height of monoliths, shafts, columns or crosses shall not exceed eight feet
4 (8') above grade, nor shall they be wider than thirty inches (30") or greater than two feet (2')
5 deep.

6 2. Monuments and markers shall not exceed five feet (5') above grade, nor shall
7 they be wider than four feet (4') or greater than eighteen inches (18") deep.

8 B. All memorials must be completely contained within space boundaries and shall
9 be in harmony with other memorials within the cemetery with respect to size and design.

10 C. Only one memorial on each burial space shall be allowed. Individual memorials
11 shall be centered on the burial space and shall be placed at the head of the grave, facing East.
12 No individual memorial shall be wider than the burial space on which it is located.

13 D. Only one central family memorial shall be allowed on a family lot (10 burial
14 spaces).

15 E. Private mausoleums or sarcophaguses are not allowed.

16 F. Any monuments placed prior to burial will result in a reduced space size.

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ARTICLE VIII – TOWN RIGHT OF ACCESS

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21 The Town has the right to access the cemetery and any and all burial spaces to maintain
22 the cemetery and access for interment and disinterment at all times. The Town further
23 reserves the right to remove any installations, materials, fences, whether authorized or not, that
24 are made by owners and the Town shall not be liable or responsible for repairs or returning
25 burial spaces to their original condition.

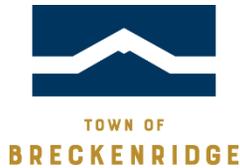
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ARTICLE IX - COMPLIANCE

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28 Any violation of the code or these rules or regulations may be prosecuted or otherwise
29 punishable as provided in the municipal code.

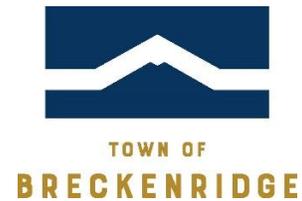
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Town of Breckenridge Housing Authority
Council Chambers, 150 Ski Hill Road, Breckenridge, CO 80424
Tuesday, March 14, 2023 6:00 PM

AGENDA

1. Call to Order, Roll Call
2. Approval of Agenda
3. Approval of Minutes (Motion to Approve)- February 22, 2022 and June 14, 2022
4. Miscellaneous Business (see Staff Memo)
 - a. Alta Verde 1 Update (M-TMB Bonds Issued 3/25/2021)
 - b. Alta Verde 2 Update (M-TMB Bonds Issued 7/26/2022)
 - c. Motion that all actions of the officers, employees, and agents of the Town of Breckenridge Housing Authority taken since the last annual meeting of the Authority on February 22, 2022 are hereby ratified, approved, and confirmed.
5. Other
6. Adjournment



Memo

To: Breckenridge Town Council Members
From: Laurie Best, Housing Manager-Town of Breckenridge
Date: 3/7/2023 (for 3/14/2023)
Subject: Town of Breckenridge Housing Authority-2023 Annual Meeting

Town staff has continued to manage the Town of Breckenridge Housing Authority projects/programs and has a few updates.

Alta Verde 1 Update –The Multifamily Taxable Mortgage-backed Bonds (M-TIBS) that were authorized by the Authority were issued on 3/25/2021. We anticipate these bonds will be paid off after stabilization of the project when the construction financing converts to permanent financing which is anticipated in 2024.

Alta Verde 2 Update-A Development Management Agreement executed by the Town, the Authority, and the developer (dated December 20, 2021) includes a provision for the Authority’s participation in a second phase of Alta Verde. Pursuant to the Agreement, the Authority has limited ownership interest in the ownership entity for the purpose of providing property tax and special assessment exemption for the project. This phase will include 172 additional apartments. In June of 2022 the Housing Authority held a special meeting and authorized Multifamily Taxable Mortgage-backed bonds for this phase of Alta Verde (similar to the first phase). The bonds were issued July 26, 2022 and site work started in Fall. Vertical construction will resume in March 2023 and the first units should be available in mid-2024.

This concludes the update on Authority activities. Before adjourning this meeting, Staff requests that the Authority approve a Motion “that all actions of the officers, employees, and agents of the Town of Breckenridge Housing Authority taken since the last annual meeting of the Authority on February 22, 2022 are hereby ratified, approved, and confirmed”.

**WAIVER OF NOTICE OF THE ORGANIZATIONAL MEETING
OF THE BOARD OF DIRECTORS OF
THE TOWN OF BRECKENRIDGE HOUSING AUTHORITY**

The undersigned, being all of the commissioners of The Town of Breckenridge Housing Authority, waive all required notice of the time and place of the meeting of the Authority to be held at 6:00 p.m. on Tuesday, March 14, 2023 at the Breckenridge Town Hall, 150 Ski Hill Road, Breckenridge, Colorado 80424.

Dated as of March 14, 2023

Eric Mamula, Mayor/Commissioner

Kelly Owens, Town Council Member/
Commissioner

Jeffrey Bergeron, Town Council Member/
Commissioner

Todd Rankin, Town Council Member/
Commissioner

Carol Saade, Town Council Member/
Commissioner

Jay Beckerman, Town Council Member/
Commissioner

Dick Carlton Town Council Member/
Commissioner

TOWN OF BRECKENRIDGE HOUSING AUTHORITY
ANNUAL VIRTUAL MEETING MINUTES
TUESDAY, FEBRUARY 22, 2022

1. Call to Order, Roll Call

The Chairperson called the meeting of February 22, 2022 to order at 6:00pm. The following members answered roll call: Eric Mamula, the Chairperson of the Authority, Erin Gigliello, Vice Chair, Carol Saade, Jeffrey Bergeron, Kelly Owens and Dick Carleton. Also present at the meeting were Rick Holman, the Town Manager, Helen Cospolich, the Town Clerk and Authority Secretary; and Kirsten Crawford, the Town Attorney.

2. Approval of Minutes

The minutes were approved as presented.

3. Approval of Agenda

There were no changes to the agenda.

4. Miscellaneous Business

a. Alta Verde 1 Update (M-TMB Bonds Issues 3/1/2021)

Ms. Best stated the memo in the packet includes an update on Alta Verde 1 and 2, and Pinewood 1.

Mr. Bergeron made the motion. Ms. Saade seconded the motion. All voted in favor of the motion.

b. Alta Verde 2 Update-Development Management Agreement dated 12/20/2021

Mr. Bergeron made the motion. Mr. Carleton seconded the motion. All voted in favor of the motion.

c. Pinewood 1 Disposition Update-Class A Member of the Pinewood Village Housing Partners, LLC

Ms. Best stated this motion is necessary to ratify staff actions throughout the year on behalf of the authority.

Ms. Saade made the motion. Mr. Bergeron seconded the motion. All voted in favor of the motion.

d. Motion that all actions of the officers, employees, and agents of the Town of Breckenridge Housing Authority taken since the last annual meeting of the Authority on February 23, 2021 are hereby ratified, approved, and confirmed.

Ms. Best stated this motion is necessary to ratify staff actions throughout the year on behalf of the authority.

Mr. Bergeron made the motion. Mr. Carleton seconded the motion. All voted in favor of the motion.

5. Other

6. Adjournment

There being no further business to come before the Authority, upon motion duly made, seconded and unanimously adopted, the meeting was adjourned at 6:15pm.

Secretary of the Meeting

MINUTES APPROVED:

Eric Mamula, Authority Chair

Erin Gigliello, Authority Vice Chair

Kelly Owens, Authority Member

Carol Saade, Authority Member

Dick Carleton, Authority Member

Jeffrey Bergeron, Authority Member

TOWN OF BRECKENRIDGE HOUSING AUTHORITY
SPECIAL MEETING MINUTES
TUESDAY, JUNE 14, 2022

1. Call to Order, Roll Call

The Chairperson called the meeting of June 14, 2022 to order at 6:09pm. The following members answered roll call: Eric Mamula, the Chairperson of the Authority, Kelly Owens, Vice Chair, Carol Saade, Jeffrey Bergeron, Todd Rankin, Jay Beckerman and Dick Carleton. Also present at the meeting were Rick Holman, the Town Manager, Helen Cospolich, the Town Clerk and Authority Secretary; and Kirsten Crawford, the Town Attorney.

2. Miscellaneous Business

- A) RESOLUTION NO. 1, SERIES 2022 - RESOLUTION AUTHORIZING THE ISSUANCE OF THE TOWN OF BRECKENRIDGE HOUSING AUTHORITY'S MULTIFAMILY TAXABLE MORTGAGE-BACKED BONDS (M-TMBS) (ALTA VERDE WORKFORCE HOUSING), SERIES 2022(FN); PROVIDING FOR OTHER MATTERS RELATED TO SUCH BONDS AND THE SECURITY THEREFOR; AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

Chair Mamula read the title into record. Ms. Best explained the housing authority does plan to use bonds issued by the Housing Authority to fund this project. She also stated the Housing Authority will have a partial interest in this ownership structure, which allows for a property tax exemption for the project, and 90% of the units will have some rent restriction.

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

Mr. Bergeron moved to approve RESOLUTION NO. 1, SERIES 2022 - RESOLUTION AUTHORIZING THE ISSUANCE OF THE TOWN OF BRECKENRIDGE HOUSING AUTHORITY'S MULTIFAMILY TAXABLE MORTGAGE-BACKED BONDS (M-TMBS) (ALTA VERDE WORKFORCE HOUSING), SERIES 2022(FN); PROVIDING FOR OTHER MATTERS RELATED TO SUCH BONDS AND THE SECURITY THEREFOR; AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH. Ms. Saade seconded the motion. All voted in favor of the motion.

3. Other

4. Adjournment

There being no further business to come before the Authority, upon motion duly made, seconded and unanimously adopted, the meeting was adjourned at 6:13pm.

Secretary of the Meeting

MINUTES APPROVED:

Eric Mamula, Authority Chair

Kelly Owens, Authority Vice Chair

Jay Beckerman, Authority Member

Carol Saade, Authority Member

Dick Carleton, Authority Member

Jeffrey Bergeron, Authority Member

Todd Rankin, Authority Member

Town of Breckenridge Housing Authority Actions (Updated March 2023)

The Town of Breckenridge Housing Authority was created in January 2015 pursuant to CRS 29-4-204 (4). The Council approved a resolution (2015-01) creating the Authority finding that there is a lack of safe or sanitary dwellings and accepted a petition from 25 residents. The Authority was registered with DOLA (1/22/2015).

- 1/13/2015 TC Public Hearing-appoint Commissioners to Housing Authority
- 2/10/15 HA Organizational Meeting-adopted HA Bylaws
- 3/28/2017 HA Annual Meeting-Perm Loan for PW2
- 9/26/2017 HA Special Meeting-B52 Deed Restriction/B52 Housing Guidelines/Authorize Town Manager or Assistance Town Manager to execute sales contracts
- 12/12/2017 HA approved B52 plat, decs, updated deed restriction and Guidelines
- 2/6/2018 HA Annual Meeting-approved minutes from 12/12 and verbal update regarding B52
- 8/8/2018 A Resubdivision of Lots 4, 5, and 6 Denison Placer Subdivision recorded at #1177006 on 8/8/2018 by Town of Breckenridge and **Town of Breckenridge Housing Authority**
- 10/12/2018 COTO deeded by **Town of Breckenridge Housing Authority** to TOB (11/30/2018- ½ interest in COTO Flats deeded by TOB to Summit County)
- 2/26/2019 HA Annual Meeting-
- 6/12/2019 B52 Units 29 and 33 Grove deeded by **Town of Breckenridge Housing Authority** to TOB (7/18/2019-29 and 33 Grove deed by TOB to Summit School District)
Town of Breckenridge Housing Authority retained 37 Grove
- 2/25/2020 Annual Meeting
Ratify Sale of Lot 6 (COTO) to TOB
Ratify Sale of 29/33 Grove to TOB
Ratify Subdivision of lots, 4, 5, and 6 Denison Placer
Ratify McCain Development Mgt Agreement
OK participation in Pinewood Village Ownership LOI
Ratified, approved, and confirmed all actions of officers, employees, agents of the Authority since last meeting
- 2/23/2021 Annual Meeting
Alta Verde-Authorized Authority to issue MF taxable mortgage-backed bonds (reso)
Authorized Amended and Restated Operating Agreement (reso)
Ratified, approved, and confirmed all actions of officers, employees, agents of the Authority since last meeting 2/25/2020
- 2/22/2022 Annual Meeting

Reviewed Development Management Agreement for AV-2
Reviewed Authority role in PW1 subsequent to the sale in 2021
Ratified, approved, and confirmed all actions of officers, employees, agents of the
Authority since last meeting 2/25/2020

6/14/2022 Special Meeting to authorize Resolution for M-TMBS, Series 2022 Alta Verde-2 and
other documents related to the financing of Alta Verde 2

3/14/2023 Annual Meeting