



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, February 13, 2024, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

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

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - JANUARY 23, 2024

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. BLACK HISTORY MONTH PROCLAMATION

A. PROCLAMATION

VI. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2024

1. *COUNCIL BILL NO. 1, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO EXTERIOR LIGHTING*

VII. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2024

1. *COUNCIL BILL NO. 2, SERIES 2024 - AN ORDINANCE OF THE TOWN OF BRECKENRIDGE SETTING FORTH THE ANNUAL SUPPLEMENTAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023*

2. *COUNCIL BILL NO. 3, SERIES 2024 - A BILL FOR AN ORDINANCE ESTBALISHING A PROCESS FOR CERTIFYING LIENS TO THE COUNTY FOR UNPAID ADMINSITRATIVE FINES IMPOSED FOR VIOLATIONS OF THE HOUSING CODE*

3. *COUNCIL BILL NO. 4, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE ADMINISTRATIVE APPEALS PROVISION OF THE HOUSING REGULATIONS*
- B. RESOLUTIONS, SERIES 2024
 1. *RESOLUTION NO. 6, SERIES 2024 - A RESOLUTION APPROVING THE CLIMATE EQUITY PLAN*
 2. *RESOLUTION NO. 7, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF MUTUAL AID IN HANDLING HAZARDOUS SUBSTANCE INCIDENTS*

VIII. PLANNING MATTERS

PLANNING COMMISSION DECISIONS

IX. REPORT OF TOWN MANAGER AND STAFF

X. REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC (Town Manager)
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (Bergeron)
- C. BRECKENRIDGE TOURISM OFFICE (Carleton)
- D. BRECKENRIDGE HISTORY (Saade)
- E. BRECKENRIDGE CREATIVE ARTS (Rankin)
- F. CML ADVISORY BOARD UPDATE (Saade)
- G. CHILD CARE ADVISORY COMMITTEE (Beckerman)
- H. SOCIAL EQUITY ADVISORY COMMISSION (Saade)
- I. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE (Beckerman)

XI. OTHER MATTERS

XII. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR FEBRUARY, MARCH AND APRIL

XIII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Pro Tem Owens called the meeting of January 23, 2024, to order at 7:00pm. The following members answered roll call: Todd Rankin, Carol Saade, Jeffrey Bergeron, Dick Carleton, Jay Beckerman, and Mayor Pro Tem Kelly Owens.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – January 9, 2024

With no changes or corrections to the meeting minutes of January 9, 2024, Mayor Pro Tem Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there were no changes to the agenda. Mayor Pro Tem Owens declared the agenda approved as presented.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Pro Tem Owens opened Public Comment.

With no public comment Mayor Pro Tem Owens closed public comment.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2024

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2024

1) COUNCIL BILL NO. 1, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO EXTERIOR LIGHTING

Mayor Pro Tem Owens read the title into the minutes. Julia Puester, Community Development Assistant Director, stated this ordinance would amend Town Code related to exterior lighting specifications, including minor changes as discussed during the work session. She further stated a new version of the ordinance was handed to Council at the evening meeting for review.

Mayor Pro Tem Owens opened the public hearing.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 1, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO EXTERIOR LIGHTING. Council Member Beckerman seconded the motion.

The motion passed 6-0.

B) RESOLUTIONS, SERIES 2024

1) RESOLUTION NO. 5, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, CONCERNING THE APRIL 2, 2024 REGULAR TOWN ELECTION

Mayor Pro Tem Owens read the title into the minutes. Helen Cospolich, Town Clerk, stated this resolution would approve an IGA as related to election services provided by Summit County for the 2024 regular municipal election.

Council Member Bergeron moved to approve RESOLUTION NO. 5, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, CONCERNING THE APRIL 2, 2024 REGULAR TOWN ELECTION. Council Member Saade seconded the motion.

The motion passed 6-0.

C) OTHER

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

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

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Shannon Haynes stated we are working with staff on coordinating the graduation parade and we plan to host it again this year. Council agreed it was a positive event. She also stated several Council members will be headed to CAST tomorrow, and there will be a joint meeting with the BOCC on February 27 starting at 2pm.

Town Attorney Kirsten Crawford reminded Council about the legislative policy adopted at a prior Council meeting. She also stated CML has their eye on anything that would impact local control, and the internal legislative committee has been meeting regularly. She also stated Chief Baird is keeping track of many police bills during the session. She stated we are letting CML do the work they are hired to do for us, and it's only if we would have a different position from CML that we would step in. For example, CML is monitoring the STR bill, which doesn't have support in its current form and we don't plan to do anything different from CML. She stated she will update Council if we feel we need to deviate from the CML position or if there's a new bill.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

No update.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

No update. Mayor Pro Tem Owens thanked staff for getting the meeting minutes in the packet.

C. BRECKENRIDGE TOURISM OFFICE

No update.

D. BRECKENRIDGE HISTORY

No update.

E. BRECKENRIDGE CREATIVE ARTS

Council Member Rankin stated the New York Times article is good, and the BCA is recruiting leadership for the Board. He also stated they are continuing to work on priorities and needs for 2024, and BIFA is moved back a week this year, to August 16-26. Council Member Bergeron asked about upcoming artists and Council Member Rankin updated the Council on the spring schedule of events. Council Member Owens mentioned there's a coffee talk in Old Masonic Hall on Feb. 2.

F. CML ADVISORY BOARD UPDATE

No update.

G. CHILD CARE ADVISORY COMMITTEE

Council Member Beckerman stated he asked the center directors how to reimagine the preschool classrooms if they are not filling them, and they may be asking for additional funding for those programs.

H. SOCIAL EQUITY ADVISORY COMMISSION

Council Member Saade stated there was a meeting yesterday, and the Commission was happy Council approved the Social Equity Blueprint. She further stated there will continue to be outreach for that, especially with community partners and a new video and updated webpage. Council Member Saade stated Black History Month is in February and the subcommittee is working on activations.

X) OTHER MATTERS

Council Member Carleton stated he is in support of a streetstyle event for snowboard rail jam next winter. He also stated that after the gridlock that occurred during the last storm he believes we should work with CDOT or someone else to find a solution to that problem. Town Manager Haynes stated Brian Bovaird has scheduled a debrief about the event and Commissioner Pogue sent an email to the I-70 Coalition about it. He stated there are a lot of things that went wrong and we need to have CDOT at the table. Council

Member Bergeron asked if there is anything that can be done during the perfect storm of events and stated our Breckenridge crews did an amazing job.

Mayor Pro Tem Owens stated we want to make sure that it's clear among Council and Town employees that they should confer with Shannon and Kirsten before testifying at the State. She also stated that it's important that we are all talking to each other so it's a united front for state-wide issues.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR JANUARY, FEBRUARY AND MARCH

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:24pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor Pro Tem

DRAFT



BLACK HISTORY MONTH PROCLAMATION

WHEREAS, Black History Month is an annual celebration of the achievements, contributions, and history of African Americans; and

WHEREAS, the Town of Breckenridge recognizes the importance of honoring and acknowledging the significant impact that African Americans have made on the cultural, social, political, and economic makeup of our nation; and

WHEREAS, Black History Month provides an opportunity for all to reflect on the struggles and accomplishments of the African American community throughout history, as well as to appreciate the ongoing efforts to promote equality, justice, and inclusivity; and

WHEREAS, the Town of Breckenridge is committed to fostering an inclusive and diverse community that values and respects individuals of all backgrounds, and recognizes that understanding and appreciating Black history is crucial to building a more just and equitable society; and

NOW, THEREFORE, BE IT RESOLVED THAT I, Mayor Pro Tem Kelly Owens, proudly declare the month of February 2024 as Black History Month. I ask the residents of Breckenridge to join me in recognizing and celebrating the great contributions made by Black Americans to our town, state, and nation and encourage active participation in educational events in the community, such as an enlightening African cooking demonstration and guided tours at the Barney Ford Museum, to deepen our understanding of the rich history and heritage that has shaped our diverse community.

Adopted on this 13th day of February 2024

_____/s/_____

Mayor Pro Tem Kelly Owens

Attest:

_____/s/_____

Town Clerk



Memo

To: Mayor Pro Tem and Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Ellie Muncy, Planner I
Date: 2/7/2024 (for meeting of 2/13/2024)
Subject: Second Reading: Exterior Lighting Code Modifications

The Town desires to limit light pollution and mitigate its negative impacts on human health, wildlife, and the natural environment by promoting proper lighting design. The attached Exterior Lighting Code Modifications are intended to help mitigate these impacts. To further our commitment to enhancing the night sky in Breckenridge, the Town will also be pursuing Dark Sky Community Certification through the International Dark Sky Association (IDA). A Certified Community is one which meets particular lighting legislative requirements to ensure quality lighting in the community and continually educates residents about the importance of dark skies as determined by the IDA. The intent of dark sky compliant lighting is not to prevent lighting from being installed, but to ensure it is placed in the needed locations with the proper design for the use. Good lighting design directs light to where it is needed for its intended purpose, limits glare, and limits excessive energy use.

After multiple Town Council work sessions and public input, the Town Council approved the first reading of the lighting code amendments at their January 23rd meeting.

At second reading, there is one primary change proposed at the direction of the International Dark Sky Association's Technical Editor. The lumens per acre limitation for commercial properties over one half acre in size (pg. 10, line 16 and pg. 11, line 15) has been removed and replaced with *"The illumination levels on all commercial and mixed use properties shall not exceed by more than 10% the values recommended by the Illuminating Engineering Society for the use."* This change will be in line with the IDA's most recent best practices recommendation.

Staff Recommendation

Staff recommends the Town Council approve the Exterior Lighting Code Modifications at second reading with the change proposed at the suggestion of the International Dark Sky Association.

A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO EXTERIOR LIGHTING.

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

Section 1. That section 9-12-2 of the Town of Breckenridge Exterior Lighting Code be amended by deleting the language stricken and adding the language underlined to read as follows:

9-12-2: FINDINGS:

The town council of the Town of Breckenridge hereby finds and determines that:

A. The welfare and enjoyment of the town is associated with its small town character;

B. Because of the importance of the view of the stars in the night sky ~~to~~ and the health of the town's residents and visitors, it is important that the town adopt responsible lighting standards to preserve that view and level of health;

C. Protecting the wildlife population living within the town and surrounding areas that depends upon the night sky and a natural level of darkness at night;

D. Preserving and protecting the night sky enhances the use and enjoyment of property through the use of appropriate lighting practices;

~~E.~~ The town values the practice of energy conservation, and because of the town's devotion to energy conservation, emphasis on responsible lighting practices is desired to decrease the human impact on the environment; and

~~F.~~ Individual pole and building mounted fixtures and lighting systems should be designed, constructed, and installed to: 1) preserve the town's small town character; 2) minimize impacts on adjacent property owners; 3) ~~control glare and light trespass~~ reduce light pollution; 4) conserve energy; 5) maintain safety and security of people and wildlife; and 6) maintain the view of the stars in the night sky.

Section 2. That section 9-12-4 of the Town of Breckenridge Exterior Lighting Code be amended by deleting the language stricken and adding the language underlined to read as follows:

9-12-4: LEGISLATIVE FINDINGS REGARDING ELIMINATION OF NONCONFORMING LIGHTING FIXTURES:

1 A. On balance, the burdens created to individual property owners by the provisions of
2 this chapter requiring the eventual elimination of nonconforming lighting fixtures are greatly
3 outweighed by the benefits that will be provided to all of the citizens of and the many visitors to
4 the town and areas that are in close proximity to the town. The value of the fixtures required to
5 be replaced by this chapter are comparatively small and that, on balance, the burden placed on
6 property owners is minimal, given the value of such fixtures as compared to the substantial
7 benefits gained by such replacement, which is a substantial decrease of unnecessary light
8 trespass and light pollution.

9 B. The required period for the eventual elimination of nonconforming lighting fixtures
10 contained in this chapter, which is based upon the formula that is used by the United States
11 internal revenue service to depreciate fixtures attached to real property over a fifteen (15) year
12 period as approved in 2007 and extended an additional two years to 2025, is reasonable and
13 provides a rational basis for the deadline for the elimination of nonconforming lighting fixtures
14 established by this chapter.

15 C. The deadline for the eventual elimination of nonconforming lighting fixtures
16 established by this chapter will allow the property owner to recoup or recover costs or otherwise
17 to reap the benefits of the useful life of such nonconforming fixtures in a manner that is
18 consistent with the generally accepted methods of depreciating fixtures utilized by the United
19 States internal revenue service.

20 **Section 3.** That section 9-12-6 of the Town of Breckenridge Exterior Lighting Code be
21 amended by deleting the language stricken and adding the language underlined to read as
22 follows:

23 9-12-6: APPLICABILITY; COMPLIANCE DATE:

24 A. The provisions of this chapter shall apply to all new “development” of real property
25 (as that term is defined in section [9-1-5](#) of this title) which:

- 26 1. Involves new construction for which a development permit is required;
- 27 2. Involves the remodeling of an existing building or structure for which a development
28 permit is required; provided, however, that compliance with the requirements of this chapter is
29 required for a remodel of an existing building or structure only with respect to the remodeled
30 portion of the existing building or structure; or
- 31 3. Involves the installation of new exterior light fixtures.

32 B. All commercial and residential outdoor lighting fixtures that were lawfully installed
33 prior to July 1, 2007 but that do not comply with the requirements of this Chapter are declared to
34 be legal nonconforming fixtures. All legal nonconforming fixtures and light sources may continue

1 to be used and maintained after the adoption of this Chapter, but shall be brought into
2 compliance with the requirements of this Chapter upon the first to occur of:

- 3 1. A determination by the Director that the legal nonconforming fixture constitutes a
4 public hazard or nuisance;
- 5 2. The replacement of the legal nonconforming fixture; or
- 6 3. July 1, 2025.

7 Notwithstanding any other provision of this Chapter, all legal nonconforming fixtures and
8 light sources shall be brought into compliance with the requirements of this Chapter not later
9 than July 1, 2025.

10 4. Prior to July 1, 2025 a legal nonconforming fixture described in Section 9-12-6B may
11 be brought into compliance with the requirements of this Chapter by the approval of such fixture
12 as a retrofit fixture as defined in Section 9-12-7. Once approved as a retrofit fixture by the
13 Director pursuant to Section 9-12-6B the fixture shall be deemed to be in compliance with the
14 requirements of this Chapter.

15 ~~C.— All legal nonconforming decorative and bistro lighting may continue to be used and~~
16 ~~maintained after the adoption of the ordinance codified in this chapter, but shall be brought into~~
17 ~~compliance with the requirements of this chapter upon the first to occur of:~~

- 18 ~~1.— A determination by the director that the legal nonconforming fixture constitutes a~~
19 ~~public hazard or nuisance; or~~
- 20 ~~2.— April 30, 2012~~

21 All legal nonconforming signage lighting may continue to be used and maintained after
22 the adoption of the ordinance codified in this Chapter, but shall be brought into compliance with
23 the requirements of this Chapter upon the first to occur of:

- 24 1. A determination by the director that the legal nonconforming fixture constitutes a
25 public hazard or nuisance; or
- 26 2. February 13, 2033.

27 **Section 4.** That section 9-12-7 of the Town of Breckenridge Exterior Lighting Code be
28 amended by deleting the language stricken and adding the language underlined to read as
29 follows:

30 9-12-7: DEFINITIONS:

31 ADDRESS LIGHTING: Fixtures used to illuminate the address of a property.

32 ARCHITECTURAL ACCENT LIGHTING: Fixtures used to accent architectural features,
33 materials, colors, style of buildings, landscape features, or art that are located, aimed and

1 shielded so that light is directed downward onto those features or upwards if fully contained
2 within an architectural element.

3 BISTRO LIGHTS: A display of small white or clear bulbs on a string or tubes that are
4 used to call attention and provide light and ambiance to an exterior food and beverage area
5 designated by the site plan allowed in Lighting Zone 1 and 2 and for residential uses up to 150
6 square feet over a deck or patio in all lighting zones.

7 BULB: Includes all types of lighting sources.

8 DECORATIVE LIGHTING: Decorative string lighting, consisting of bulbs no larger than
9 three inches, that outlines a building or structure following the trim line on an eave, window or
10 railing; or decorative string lighting in trees; or decorative string lighting between commercial or
11 mixed use buildings or to a post or structure forming a canopy over a walkway. Decorative
12 lighting does not fill in building features such as walls and roofs.

13 FIXTURE: An electrical device that has a housing, mount, or socket for a light
14 source or lamp and the parts to distribute, position, and protect the light source.

15 FLUORESCENT: A lamp containing mercury vapor with an inner phosphor
16 coating that interacts to create visible light.

17 ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (OR IESNA):
18 The professional society of lighting engineers, including those from manufacturing
19 companies and others professionally involved in lighting.

20 INCANDESCENT: A wire filament enclosed in a glass bulb that is heated until glowing.
21 Tungsten-halogen lamps are a type of incandescent.

22 INCIDENT LIGHT: Light that strikes a surface or an object. Incident light can be from a
23 light source directly or reflecting off another surface.

24 KELVIN (K): The unit of measurement indicating correlated color temperature (CCT) of a
25 light, defined by a scale that ranges from red light (1,000 K) to blue-white light (10,000 K or
26 more).

27 LIGHT EMITTING DIODE (LED): A semiconductor diode that emits light when a voltage
28 is applied to it and that is used especially in electronic devices (as for an indicator light). Warm
29 white or filtered LEDs meet CCT <3,000 K; S/P ratio <1.2.

30 LZ-1: Lighting Zone 1 (the Downtown Overlay District Lighting Zone) as described in
31 section 9-12-11 of this chapter.

32

1 ~~LZ-2: Lighting Zone 2 (the Commercial Area Lighting Zone) as described in section 9-12-~~
2 ~~11 of this chapter.~~

3 ~~LZ-3: Lighting Zone 3 (the Residential Lighting Zone) as described in section 9-12-11 of~~
4 ~~this chapter.~~

5 LIGHTING ZONE: A geographic area of the town as described in section [9-12-10](#) of this
6 chapter. The lighting zones of the town are depicted on the map maintained in the ~~Office of the~~
7 ~~Director~~ department of community development. Such map is incorporated herein by reference
8 and made a part of this chapter. The map shall be interpreted so that the boundaries of the
9 lighting zones follow the centerlines of streets, roads, alleys and rights-of-way, and existing
10 property boundaries. ~~Disputes regarding the boundaries of the lighting zones shall be~~
11 ~~determined by the town council.~~

12 LUMENS: A unit of measurement for the actual amount of visible light which is produced
13 by a lamp as specified by the manufacturer. A foot-candle is one lumen per square foot.

14 OPAQUE LIGHT FIXTURE: An outdoor light fixture ~~in which the walls of a fixture which~~
15 with walls that house the light source are comprised of a solid material, unable to be permeated
16 by light., ~~should a light source be held behind it.~~ Glass is not considered opaque however, glass
17 on a fixture ~~may be~~ is acceptable if the glass is flat, horizontal, and does not allow any light to
18 be emitted above the horizontal plane. ~~Below the opaque aspect of the fixture which houses the~~
19 ~~light source.~~

20 ~~OUTLINE LIGHTING ON A BUILDING OR STRUCTURE: Any arrangement or display of~~
21 ~~incandescent bulbs or lighting tubes used to outline or call attention to the features of a building,~~
22 ~~including the building's frame, shape, roofline or window dimensions. Outline lighting includes~~
23 ~~both temporary and permanent arrangement of bulbs or lighting tubing, whether located inside~~
24 ~~or outside of a building, if such bulbs or tubing is visible to the public from a public right-of-way~~
25 ~~or from an outdoor public area.~~

26 OVERHEAD WALKWAY LIGHTING: Downcast, fully shielded small white or clear light
27 emitting diode (LED) LED "warm or "soft" bulbs which provide outdoor light for the purpose of
28 facilitating safe pedestrian traffic through a publicly owned pedestrian access corridor that is not
29 a public street or alley. ~~Overhead walkway lights shall be installed on a black or gray wire or~~
30 metal rod, not to exceed three thousand kelvin (3,000 K) kelvin or a maximum of eight hundred
31 fifty (850) total lumens across the property or area. Overhead walkway lighting may not be
32 located in any location that is wider than thirty two (32) feet.

1 PHOTOCELL: A mechanism that is activated by the ~~nonpresence~~ absence of sunlight
2 (and has the effect of illuminating a property all night). ~~Photocells are permitted only at primary~~
3 ~~entrances and where the light source is fully shielded.~~

4 RETROFIT FIXTURE: A legal non-conforming fixture as described in Section 9-12-6B
5 that has a permanent opaque lining applied to it which extends to the lowest portion of the bulb
6 or lower, or other permanent modification to the fixture approved by the Director that brings
7 such fixture and light source into compliance with the requirements of this Section.

8 SECURITY LIGHTING: ~~A light~~ Lighting that is used either commercially or residentially
9 for protection of goods or property.

10 SEMI-OPAQUE LIGHT FIXTURE: An outdoor light fixture ~~with walls of a fixture with~~
11 walls that are comprised of a nonopaque material such as frosted, colored glass, or a material
12 such as mica which allows for some light trespass to be emitted ~~from~~ through the walls of the
13 fixture, referred to as a "glow_"; but such that the light source is not visible through the walls.
14 Within semi-opaque fixtures the bulb must be recessed so that no portion of the bulb would be
15 visible if the nonopaque material was removed. Semi-opaque is sometimes called "translucent."
16 Clear glass is not considered ~~to be~~ semi-opaque.

17 **Section 5.** That subsection B of section 9-12-8 entitled "Exemptions" is hereby repealed
18 and replaced as underlined to read follows:

19 B. *Decorative Lighting:* All decorative lighting shall:

20 1. Be allowed in all lighting zones from November 1 through April 1 of the
21 following year. At all other times decorative lighting is unlawful.

22 2. Be limited to two (2) of the following features: a) the building roof eave line, b)
23 the building window trim, c) building columns, or d) railings.

24 3. Not protrude from the upper wall plane or the roof of a structure or fill in such
25 features on a structure. Lighting on a building shall be in a singular strand along the
26 eaves, window trim or railings.

27 4. Consist only of LED bulbs.

28 5. Not exceed three inches in size.

29 6. Not blink or rotate, nor create a hazard or nuisance from glare. Decorative
30 lighting shall be maintained in good working condition at all times.

31 7. Commercial uses in Lighting Zone 1 has a curfew of 2 a.m. All other
32 decorative lighting has a curfew of 11 p.m.

33

1 **Section 6.** That subsections C through H of section 9-12-8 entitled

2 “Exemptions” is hereby amended to delete the language stricken and add the language
3 underlined to read follows:

4 C. ~~Street Lighting~~ Municipal Lighting: Lighting required for public safety installed by a
5 public entity or private utility company along a public right-of-way, at a trailhead, along a
6 trail, or at any public park or playground. ~~Lighting in the right-of-way~~ All such lighting
7 shall comply with the requirements of the Town’s engineering regulations standards.

8 D. *Temporary Lighting*: Lighting for festivals, celebrations, or other public activities as
9 approved by the town.

10 E. *Lighting of Flags*: The lighting of national, State or local Municipal flags is permitted
11 ~~lit only~~ with a maximum of two (2) fixtures of not more than eighty watts (80 W) each
12 and emitting no more than a total of seventy five (75) lumens per linear foot of pole
13 height; poles of greater than twenty (20) feet must be lit from above with no more than
14 eight hundred (800) lumens. This exemption shall not apply to any other type of flag.

15 F. *Lighting of Public Art*: The lighting of public art is permitted with ~~a maximum of two~~
16 ~~(2) fixtures of not more than sixty watts (60 W) each~~ no more than a total of seventy-five
17 (75) emitted lumens per linear foot of structure height; structures of greater than twenty
18 (20) feet must be lit from above with no more than eight hundred (800) lumens.

19 G. *Architectural Accent Lighting*: Fixtures must be fully shielded and their light must be
20 downcast. Lamp color shall be a warm white color, with a CCT that does not exceed
21 three thousand kelvins (3,000 K). Lighting to accent an architectural element ~~that is~~ must
22 be aimed or shielded to prevent lighting of the night sky, with a maximum of one fixture
23 or LED lighting strip per feature of not more than ~~fifty watts (50 W)~~ nine hundred (900)
24 emitted lumens per property. Uplighting is permitted if the illumination is effectively
25 contained within an overhanging architectural element and is a maximum of one fixture
26 per feature of not more than eight hundred (800) emitted lumens.

27 H. ~~Sign Lighting~~: ~~The lighting of a sign when done in accordance with the requirements~~
28 ~~of chapter 15 of this title. (Ord. 21, Series 2007; amd. Ord. 30, Series 2010; Ord. 1,~~
29 ~~Series 2019; Ord. 3, Series 2019; Ord. 3, Series 2022)~~

1 Address Lighting: Fixtures used to light an address shall be downcast and fully shielded.
2 Lamp color shall be a warm white color, with a CCT that does not exceed three
3 thousand kelvins (3,000 K). The chosen lamp type of each fixture shall not exceed nine
4 hundred fifty (950) emitted lumens.

5 **Section 7.** That section 9-12-10 of the Town of Breckenridge Lighting Code be
6 amended by deleting the language stricken and adding the language underlined to read
7 as follows:

8 9-12-10: LIGHTING ZONES:

9 A. The purpose of the lighting zones is to separate areas within the town which have
10 different lighting needs, natural conditions, ~~different~~ levels of appropriate light usage,
11 and ~~different~~ sensitivities to the various obtrusive aspects of outdoor lighting. Because
12 of this, the lighting zones are defined within this chapter with lighting standards
13 appropriate to each zone.

14 B. The boundaries of the lighting zones are shown on the map maintained in the Office
15 of the ~~Director~~ department of community development.

16 **Section 8.** That section 9-12-11: entitled "LIGHTING STANDARDS:", is hereby
17 repealed and replaced with the following language underlined to read as follows:

18 9-12-11: LIGHTING STANDARDS:

19 A. Lighting Standards for All Lighting Zones:

20 1. Fully Shielded: Only fully shielded, downcast, opaque fixtures are permitted.

21 2. Maximum Fixture Height: Maximum fixture height as measured from finished
22 grade:

<u>Residential</u>	<u>15 feet</u>
<u>Commercial</u>	<u>18 feet</u>

<u>Pedestrian pathways</u>	<u>10 feet</u>
<u>Upper story decks</u>	<u>7 feet above deck</u>
<u>Eave overhangs (e.g., soffit)</u>	<u>10 feet plus 1 foot for every 5 feet from edge of eave*</u>
<u>Bistro lights</u>	<u>15 feet above grade or 8 feet above rooftop deck</u>

1 * For example, for a 20 foot high eave with a 10 foot overhang, a fixture may be 12
2 feet high as measured from grade or from an upper level deck (10 feet + 2 feet).

3 3. Lamp Type: All lamp types must be a white color, with a CCT that does not
4 exceed three thousand kelvins (3,000 K).

5 a. LED: Permitted at a maximum of nine hundred fifty (950) emitted lumens per
6 fixture.

7 b. Fluorescent: Must be ENERGY STAR rated with adequate cold rating,
8 permitted at a maximum of fifteen watts (15 W) per fixture.

9 c. Incandescent: Permitted on building mounted or signage fixtures at a
10 maximum of sixty watts (60 W) per fixture.

11 d. All other lamp types: Must be ENERGY STAR rated and shall not exceed nine
12 hundred fifty (950) emitted lumens per fixture.

13 4. Bistro Lighting: Temporary bistro lighting is permitted at an exterior food and
14 beverage area designated by the site plan to provide light and ambiance in Lighting
15 Zones 1 and 2. Bistro lighting is allowed for residential properties up to 150 square
16 feet over a deck or patio in all Zones. The term "temporary" as used in this section
17 means from May 1 through October 31 of the same year. At all other times bistro
18 lighting is unlawful. The following standards shall apply to temporary bistro lighting:

1 a. Be used only with "warm" color LED bulbs that do not exceed a temperature
2 of two thousand eight hundred kelvin (2,800 K);

3 b. Be fully shielded and downcast;

4 c. For commercial uses all bistro lighting shall not be highly visible from the
5 right-of-way when located on a rooftop (e.g., rooftop deck screened on a
6 minimum of two (2) sides by wall, adjacent buildings, etc.), and must be set
7 back a minimum of 5 feet from the rooftop edge.

8 B. Lighting Standards for Lighting Zone 1 (LZ-1) (High Ambient Lighting Zone):

9 1. Fixtures: Semi-opaque fixtures are allowed in LZ-1 provided they are fully
10 shielded and downcast.

11 2. Pole Lights Generally: Pole lights may have a maximum of two (2) light fixtures
12 per pole.

13 3. Photometric Plan: Commercial and mixed use properties require a photometric
14 plan of estimated foot-candle levels with maximum and average illumination.
15 Incident light on the ground shall not be greater than one (1) foot-candle at the
16 property line, except at site entry points. The illumination levels on all commercial
17 and mixed use properties shall not exceed by more than 10% the values
18 recommended by the Illuminating Engineering Society for the use. Cut-sheets for all
19 exterior light fixtures shall be submitted with the photometric plan.

20 4. Overhead Walkway Lighting: Overhead walkway lighting is permitted year
21 round.

22 5. Bistro Lighting: Temporary bistro lighting is permitted.

23 C. Lighting standards for Lighting Zone 2 (LZ-2) (Medium Ambient Lighting Zone):

24 1. Pole Lights: Pole lights may have a maximum of two (2) light fixtures per pole.

25 2. Photometric Plan: Commercial and mixed use properties require a photometric
26 plan of estimated foot-candle levels with maximum and average illumination.

1 Incident light on the ground shall not be greater than one-half (0.5) foot-candle at
2 the property line, except at site entry points. The illumination levels on all
3 commercial and mixed use properties shall not exceed by more than 10% the
4 values recommended by the Illuminating Engineering Society for the use. Cut-
5 sheets for all exterior light fixtures shall be submitted with the photometric plan.

6 3. Location: The setbacks from the property line shall be at least equal to the
7 height of the light fixture. Parking facility lighting shall follow the setback
8 requirements defined in Section 9-3-9.

9 4. Overhead Walkway Lighting: Overhead walkway lighting is permitted year-
10 round.

11 5. Bistro Lighting: Temporary bistro lighting is permitted.

12 D. Lighting standards for Lighting Zone 3 (LZ-3) (Low Ambient Lighting Zone):

13 1. Pole Lights: Pole lights may have a maximum of one light fixture per pole.

14 2. Photometric Plan: Commercial, mixed use or multifamily residential properties
15 require a photometric plan of estimated foot-candle levels with maximum and
16 average illumination. Incident light on the ground shall not be greater than two-
17 tenths (0.2) foot-candle at the property line, except at site entry points. The
18 illumination levels on all commercial and mixed use properties shall not exceed by
19 more than 10% the values recommended by the Illuminating Engineering Society for
20 the use. Cut-sheets for all exterior light fixtures shall be submitted with the
21 photometric plan.

22 3. Location: The setbacks from the property line shall be at least equal to the
23 height of the light fixture. Parking facility lighting shall follow the setback
24 requirements defined in Section 9-3-9.

25
26 **Section 9.** That section 9-12-12: entitled "LIGHTING STANDARDS FOR
27 SPECIFIC USES:" is hereby amended by deleting the language stricken and adding the

1 language underlined to read as follows and the remainder of the section is renumbered
2 accordingly:

3 9-12-12: LIGHTING STANDARDS FOR SPECIFIC USES:

4 A. *Standards for Specific Uses:*

5 1. ~~Single-Family Residential:~~ Exterior lighting shall be fully shielded, downcast and
6 ~~opaque with no bulb visible. Energy star rated compact fluorescent lamps are~~
7 ~~encouraged.~~ Exterior lighting, including recessed can lighting, shall be limited to a
8 total amount equal to two light fixtures per entrance to a structure and a maximum
9 of six additional fixtures on and around the residence that are compliant with all
10 requirements listed in this Chapter.

11 2. *Gas Stations:* Canopy fixtures shall be mounted on the lower surface of
12 canopies and must be fully shielded in and of themselves (canopy edges do not
13 qualify as shielding) by means of a flat lens recessed into the underside of the
14 canopy, or a fixture that has a flat lens withand opaque sides. Lighting shall not
15 exceed twenty (20) foot-candles on the ground. Areas outside the area covered by
16 the service station pump island canopy shall be illuminated so that the maximum
17 horizontal illuminance at grade level is no more than ten (10) foot-candles.

18 3. ~~Security Lighting:~~ Security lighting should use the lowest possible illumination to
19 ~~effectively allow surveillance, be shielded, and directed downward toward~~
20 ~~designated areas. The use of motion sensors, timers, photocells or other means to~~
21 ~~activate lighting during times when it is needed is encouraged to conserve energy~~
22 ~~and provide safety and promote compatibility between different land uses. However,~~
23 ~~photocells are permitted only at primary entrances and where the light source is fully~~
24 ~~shielded. Security light intensity shall be a maximum of ten (10) foot-candles.~~

25 4. ~~Architectural Accent Lighting:~~ Fixtures must be fully shielded and downcast.
26 Fixtures used to accent architectural features, materials, colors, style of buildings,
27 landscaping or art shall be located, aimed and shielded so that light is directed

1 downward onto those features. Uplighting is permitted if the illumination is
2 effectively contained within an overhanging architectural element and is no more
3 than forty (40) watts.

4 ~~5. Recreational Facilities:~~ Lighting for fields, courts, ice rinks, or tracks shall not
5 exceed maximum illumination criteria as defined by the Illuminating Engineering
6 Society of North America (IESNA). Exterior sports arenas, with exterior
7 luminaries~~light fixtures~~ for the playing area, shall be illuminated only for scheduled
8 events and extinguished by ten o'clock (10:00) P.M. or within one-half (1/2) hour
9 after the conclusion of the final event of the day, whichever is later. The remainder
10 of the facility lighting, except for reasons of security, shall be extinguished at ten
11 o'clock (10:00) P.M. or within ~~one (1) hour~~ one-half (1/2) hour after the end of an
12 event, whichever is later. Exterior sports arenas, with exterior lighting fixtures for the
13 playing area, shall have the illumination level determined by the sport of play in
14 each event. Light levels shall be reduced for sports that require less than the
15 maximum available lighting for the field based on IES sports lighting standards.

16 ~~6. Signage Illumination:~~ All signage in LZ-1, LZ-2 and LZ-3 shall comply with
17 chapter 15 of this title. ~~Signage utilizing lighting shall have fixtures mounted to the~~
18 ~~top of the sign structure aimed downward onto the sign from above. Fixtures shall~~
19 ~~be fully shielded so that light is directed only onto the sign façade and not aimed at~~
20 ~~the sky, adjacent streets, roads or properties.~~

21 ~~7. Decorative, Overhead Walkway Lighting, and Bistro Lighting:~~ ~~Decorative,~~
22 ~~overhead walkway, and bistro lighting shall not blink all at once, flash, or rotate, nor~~
23 ~~create a hazard or nuisance from glare. Decorative, overhead walkway, and bistro~~
24 ~~lighting shall be maintained in good working condition at all times. Decorative~~
25 ~~lighting that outlines a building or structure shall not protrude from the upper wall~~
26 ~~plane or the roof. Decorative lighting shall consist only of light emitting diode (LED)~~
27 ~~bulbs; "warm" or "soft" LED bulbs that do not exceed a temperature of two thousand~~
28 ~~eight hundred (2,800) kelvin are required.~~

1 8. 4. Parking Lots: Parking lots shall meet the requirements of sections 9-3-8 and 9-3-9
2 of this title.

3 ~~9. *Bistro Lights:* Bistro lights shall be extinguished by ten o'clock (10:00) P.M. or within~~
4 ~~one-half (1/2) hour after the close of business, whichever is later.~~

5 ~~10. Commercial LED strip lighting shall:~~

6 ~~a. Be white in color;~~

7 ~~b. Not exceed two thousand eight hundred (2,800) kelvin;~~

8 ~~c. Not flash or rotate;~~

9 ~~d. Be installed so that the source is not visible;~~

10 ~~e. Not exceed one and one-half (1 1/2) watt maximum per linear foot; and~~

11 ~~f. Be installed at a height no greater than 4 feet as measured from the ground or floor~~
12 ~~directly below~~

13 **Section 10.** That a new section 9-12-13: entitled "LIGHTING STANDARDS
14 FOR SPECIFIC TYPES:" is hereby added to read as underlined below and the
15 remainder of Chapter 12 is renumbered accordingly:

16 9-12-13: LIGHTING STANDARDS FOR SPECIFIC TYPES:

17 A. *Standards for Specific Types:*

18 1. *Security Lighting:* Security lighting shall use the lowest possible illumination to
19 effectively allow surveillance, be shielded, and directed downward toward
20 designated areas. The use of motion sensors, timers, photocells or other means to
21 activate lighting during times when it is needed is encouraged to conserve energy,
22 provide safety, and promote compatibility between different land uses. However,
23 photocells are permitted only at primary entrances to a building and where the light

1 source is fully shielded. Security lighting illuminance levels shall be a maximum of
2 ten (10) foot-candles.

3 2. *Signage Illumination:* All signage in LZ-1, LZ-2 and LZ-3 shall comply with
4 chapter 15 of this title. Signage utilizing lighting shall have fixtures mounted to the
5 top of the sign structure and aimed downward onto the sign from above. Fixtures
6 shall be fully shielded so that light is directed only onto the sign face and not aimed
7 at the sky, adjacent streets, roads or properties. Luminance shall not exceed nine
8 (9) foot candles or one hundred nits (100 candelas per square meter) during the first
9 hour after sunset, and lighting must be fully extinguished one hour after sunset or
10 within one-half (1/2) hour of the end of normal business hours, whichever is later.

11 3. *Overhead Walkway Lighting:* Overhead walkway lights shall be installed on a
12 black or gray wire or metal rod, not to exceed three thousand kelvins (3,000 K) nor a
13 maximum of eight hundred fifty (850) total lumens across the property or area.
14 Overhead walkway lighting may not be located in any location that is wider than
15 thirty two (32) feet. Overhead walkway lighting shall not blink, flash, or rotate, nor
16 create a hazard or nuisance from glare. Overhead walkway lighting shall be
17 maintained in safe and good working conditions at all times.

18 4. *Bistro Lights:* Bistro lighting shall not blink, or rotate, nor create a hazard or
19 nuisance from glare. Bistro lighting shall be maintained in safe and good working
20 conditions at all times. Bistro lights shall be extinguished by ten o'clock (10:00) P.M.
21 or within one-half (1/2) hour after the close of business, whichever is later.

22 5. *LED Strip Lighting:* LED strip lighting shall:

23 a. Be fully shielded with no light source visible;

24 b. Be white or soft white in color;

25 c. Not exceed two thousand eight hundred kelvins (2,800 K);

26 d. Not blink or rotate;

27 e. Not exceed one and one-half (1 1/2) watt maximum per linear foot; and

1 f. Be installed at a height no greater than 4 feet as measured from the ground
2 or floor directly below.

3
4 **Section 11.** That subsection C of section 9-15-18, entitled "SIGN DESIGN
5 STANDARDS - GENERALLY:" be amended by deleting the language stricken and
6 adding the language underlined to read as follows:
7

8 C. Lighting Standards: All sign lighting shall comply with signage illumination
9 requirements listed in section 9-12-12 and the lighting zone limitations listed in section
10 9-12-11.

11 1. Shielded Lighting: Light bulbs or lighting tubes used for illuminating a sign shall
12 not be visible from the vehicular travel lanes of adjacent public rights-of-way. The
13 use of adequate shielding, designed so that light from sign illuminating devices does
14 not shine directly into the eyes of passing motorists without first being reflected off
15 the sign or its background, is required whenever sign lighting is used.

16 ~~2. Subdued Lighting: The intensity of sign lighting shall not exceed that necessary~~
17 ~~to illuminate and make legible a sign from the adjacent travel way or closest~~
18 ~~Municipal street; and the illumination of a sign shall not be noticeably brighter than~~
19 ~~other lighting in the vicinity and shall comply with chapter [12](#) of this title.~~

20 ~~3. Direction Of Lighting: All lighting fixtures shall be placed above the sign and shall~~
21 ~~shine downward toward the sign. Illumination of signs shall not be directed toward~~
22 ~~adjacent properties.~~

23 ~~43.~~ Internally Lit Signs: No sign that is placed on the exterior of a building or on the
24 interior of the building within five feet (5') of a window shall be internally lit.

25
26 **Section 12:** That subsections E and L of section 9-3-9: entitled "DESIGN
27 STANDARDS FOR OFF STREET PARKING FACILITIES:" be amended by deleting the
28 language stricken and adding the language underlined to read as follows:

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E. *Lighting*: All parking facilities containing ten (10) or more parking spaces shall submit a photometric plan. This information shall be provided by a registered Colorado engineer.

1. The parking lot lighting shall not exceed IESNA recommended foot-candle and lumen levels, and applications are encouraged to use the lower end of the range. ~~This information shall be provided by a registered Colorado engineer.~~

2. All fixtures shall not exceed the maximum fixture height or number of fixtures per pole in the property's designated lighting zone per section [9-12-11](#) of this title.

3. All lights shall be level mounted and ~~eighty five degrees (85°)~~ ninety degree (90°) full cut off downcast fixtures.

4. All fixtures shall be a minimum of half the distance of the length of the pole from the property line (e.g., an 18-foot pole shall be a minimum of 9 feet from the property line).

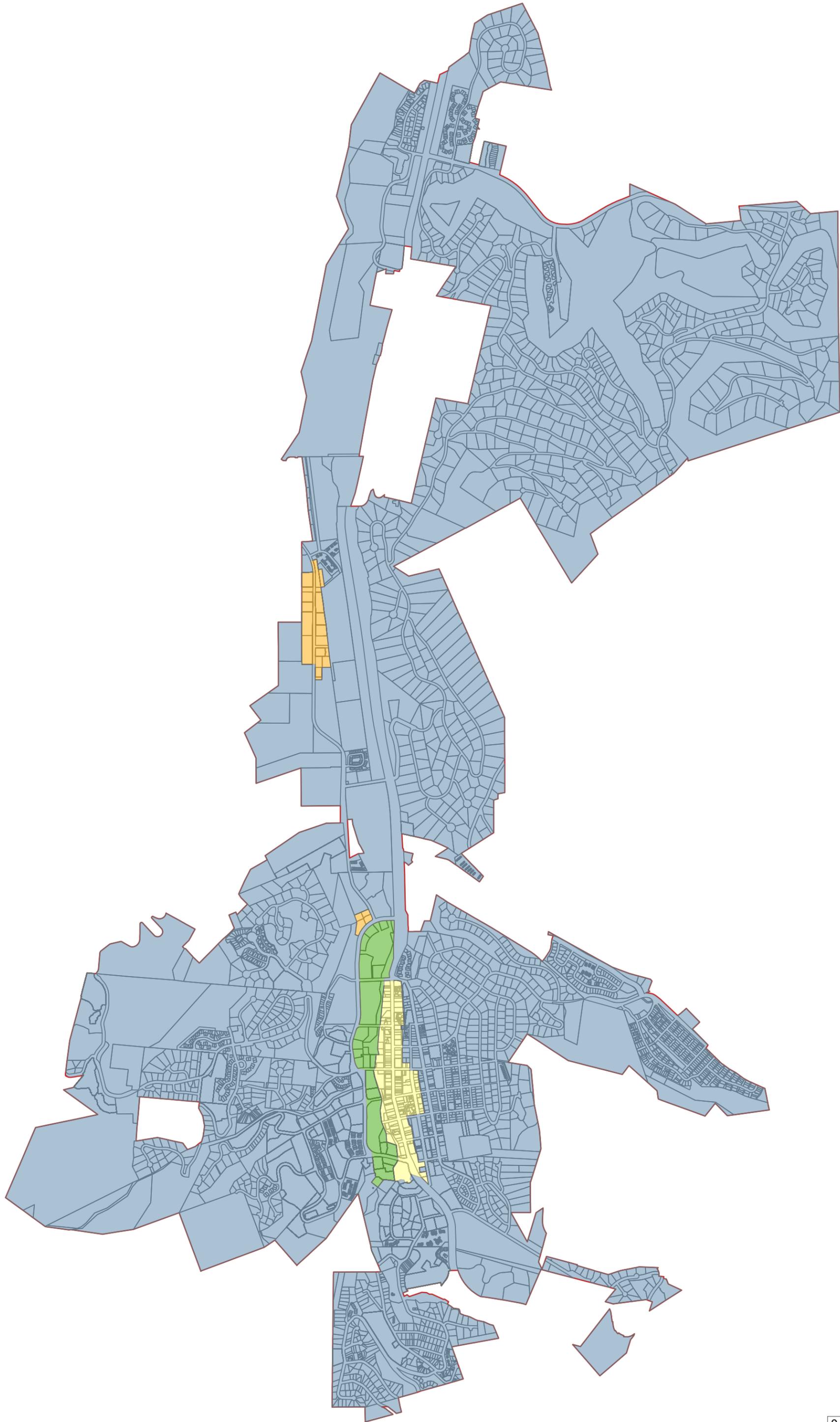
5. Lighting fixtures shall not exceed three thousand kelvins (3,000 K) ~~kelvin in CCT~~. LEDs lighting shall use filtered LEDs ~~for a warm white color~~ to minimize blue light emission.

6. Foot-candle levels shall not exceed two-tenths (0.2) foot-candle at a property line, unless for safety ingress/egress as determined by the director.

7. Parking lots light fixtures are encouraged to be greater in number and lower to grade rather than have a reduced number and increased height.

F. *Grades*: The sustained surface grades for parking areas shall not exceed a minimum of one-half percent (0.5%) or a maximum of four percent (4%). Driveway grades shall not exceed a maximum grade of eight percent (8%). The first 5 feet of a driveway shall be graded to match the cross slope of the connecting street. For downhill sites, a 20-foot staging area with a maximum grade of negative four percent (-4%) is required (section [9-3-19](#), attachment B of this chapter). For uphill sites, a 20-foot staging area with the first 5 feet matching the cross slope of the connecting road and the next 15 feet at a maximum grade of four percent (4%) is required (section [9-3-19](#), attachment C of this chapter). Grades shall comply with all requirements of the engineering regulations.

- 1 G. *Heated Driveways*: Driveway heat systems shall terminate at the property line. If the
2 system extends into the public right-of-way, a separate zone must be created for that
3 portion of the system and accommodations must be made to reduce the impacts of the
4 melted drainage at the snow/melted interface. A revocable license agreement
5 acceptable in form and substance to the town attorney must be approved by the town
6 and executed prior to the issuance of a certificate of occupancy. Heated driveways shall
7 comply with all requirements of the engineering regulations.
- 8 H. *Drainage*: All off street parking facilities shall be graded for proper drainage so that
9 all surface discharge is channeled to a natural or improved drainageway without
10 causing nuisance or damage to other properties or the improvements thereon.
- 11 I. *Location*: The location of all required off street parking facilities shall be as follows:
- 12 1. *Residential Uses*: For residential uses, except residences located in buildings
13 adjacent to the "Riverwalk" as defined in section [9-1-19-37A](#), "Policy 37 (absolute)
14 special areas," of this title, all required off street parking spaces shall be provided on
15 the same property as the residential units they are intended to serve.
- 16 2. *Nonresidential Uses*: Off street parking for nonresidential uses shall be placed
17 totally on the same parcel of land as the use, unless a fee in lieu is paid to the town
18 as provided in section [9-3-12](#) of this chapter.
- 19 3. *Parking Space Location*: No parking space shall be located closer than 5 feet
20 from any public street, public alley, public pedestrianway or public right-of-way or 3
21 feet from any property line.
- 22 J. *Landscaping*: A minimum of twenty five (25) square feet per parking stall shall be
23 utilized for landscaping purposes. Any parking facility containing more than two (2) side-
24 by-side loading spaces shall contain at least two hundred (200) square feet of
25 landscaped area raised a minimum of six inches (6") above the parking surface for each
26 two (2) side by side loading spaces. Landscaping shall be maintained according to the
27 standards contained in the development code.
- 28 K. *Snow Stacking*: (Rep. by Ord. [1](#), Series 2019)
- 29 L. *Signs*: Appropriate signage directing traffic shall be placed in any off street parking
30 facility pursuant to the ~~Breckenridge Sign Code~~⁴ in compliance with sign design and
31 lighting regulations in section 9-12-13 and section 9-15-18 of this title.



9.13.2023

Proposed Lighting Zones
Town of Breckenridge

- Lighting Zone 1: High Ambient Lighting
 - Lighting Zone 2: Medium Ambient Lighting
 - Proposed Lighting Zone 2 Expansion
- Lighting Zone 3: Low Ambient Lighting
 - Town Boundary
 - Property Lines





Memo

To: Breckenridge Town Council
From: Tracey Lambert, Senior Accountant
Date: February 6, 2024 (for the February 13th meeting)
Subject: 2023 Supplemental Budget Appropriation (First Reading)

The Town Council approves a budget each year. From time to time, it is necessary to make changes to the budget as circumstances necessitate. This appropriation is being submitted based upon review of December year to date actuals. Any Fund with expenses over the 2023 Adopted Budget is included in this appropriation.

Please find below the ordinance appropriating the funds required for the Adopted Budget 2023. The ordinance is submitted for first reading.

FUND	EXPENSE	NOTES
GOLF #005	\$19,000	Charges for services-General
EXCISE TAX #006	\$36,000	Charges for services-Professional Services for Chandler/COP fees
CONSERVATION TRUST #009	\$15,000	Transfers-Additional income from CTF transferred to Capital Fund
PARKING & TRANSPORTATION #017	\$32,000	Charges for Services-Cost sharing with Summit County for Quandary Peak Shuttle
TOTAL	\$102,000	

COUNCIL BILL NO. ____

Series 2024

AN ORDINANCE OF THE TOWN OF BRECKENRIDGE SETTING FORTH THE ANNUAL SUPPLEMENTAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, at the direction of the Town of Breckenridge Council, the Town Manager has prepared and submitted a proposed budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, to the Town Council; and

WHEREAS, in accordance with the municipal charter, § 5.8, the Town Council hereby appropriates to the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

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

1. Town Council hereby approves the ordinance appropriating supplemental expenditure of the Town of Breckenridge for the year beginning January 1, 2023, and ending December 31, 2023, to the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

FUND	REVENUE	EXPENSE	RESTRICTIONS
PARKING & TRANSPORTATION FUND #017		\$32,000	
CONSERVATION TRUST #009		\$15,000	
EXCISE FUND #006		\$36,000	
GOLF FUND #005		\$19,000	
TOTAL		\$102,000	

2. The amounts set forth above and in the annual budget of 2023 as approved by Resolution No. _____, Series of 2023, are hereby appropriated to the uses stated and the Town Manager has the authority to expend the amounts shown for the purposes stated.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 13th day of February 2024.

ATTEST:

TOWN OF BRECKENRIDGE

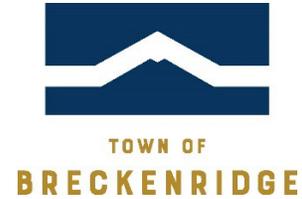
Helen Cospolich, Town Clerk

Kelly Owens, Mayor Pro Tem

APPROVED IN FORM

Town Attorney

Date



Memo

To: Town Council
From: Kirsten J. Crawford, Town Attorney
Date: February 7, 2024
Subject: Amendment to Housing Division Regulations

Staff recommends Council approve the proposed amendment to the Town of Breckenridge code to authorize the division of housing to certify delinquent administrative fines to the county treasurer to be paid in the same manner as unpaid taxes.

Enforcement Mechanisms in Local Ordinances

The Town has made recent efforts to bolster enforcement of code violations, specifically within the division of housing, in its ongoing effort to preserve affordable housing stock for the local workforce. Creating the appropriate tools for enforcement in the policymaking process is an important consideration. The four major types of enforcement are described briefly below:

- **Criminal:** This requires summons and a complaint filed in municipal court. Remedies include infractions (\$500.00) in some cases or a one-time fine of \$2,650, or imprisonment not to exceed one year. These are jurisdictional maximums for municipal courts set by state law.
- **Civil/Equitable:** Most of the covenants in the Town contemplate civil enforcement, which allows the Town to initiate an action for damages, in some cases liquidated damages and/or seek an injunction.
- **Administrative:** In 2022, the Council adopted administrative fines and penalties which authorize staff to issue notices of violation without having to file a formal court case. These fines are reviewable by a third-party hearing officer.
- **Private enforcement:** A local ordinance may allow an individual to enforce a regulation in court where there is alleged injury or damage¹.

Proposed New Process for Certification of Lien

The existing 2022 housing code allows staff to impose administrative fines in a schedule depending on the alleged violation. The staff first issues a notice to the owner in violation allowing the opportunity to cure the violation. If the violation is not cured in the required timeframe, then the staff may impose a fine; in some cases, fines accrue daily for continuing violations. While this tool has proven to be both effective and efficient, there are some examples of owners who neither cure the violation, nor pay the fine. One option not presented

¹ We have not adopted this sort of mechanism yet in Town regulations yet.

is to have a third-party collection contract. While that may be an option we will consider in the future, we recommend a better first alternative is to certify any unpaid fines to the county treasure to be collected in the same manner as unpaid sales taxes. The finance team is familiar with the process and staff have alerted the County treasurer of the proposed new policy presented here.

So long as we adopt the proposed amendments by ordinance as presented here, state law authorizes this action under C.R.S., § 31-20-105 (that provides: “Any municipality, in addition to the means provided by law, if by ordinance it so elects, may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be by this title.”) Furthermore, the municipal charter, section 5.8, requires that any regulation where a “penalty is imposed, or placing any burden upon or limiting the use of private property, *shall be by ordinance.*”

As we build on our administrative enforcement program initiated in 2022, we may be considering other tools as we identify any gaps. We also want to be continuously cognizant of striking the right balance in administering the program in a fair, equitable, and judicious manner which may drive the decision of the appropriate enforcement action or remedy being sought.

A BILL FOR AN ORDINANCE ESTBALISHING A PROCESS FOR CERTIFYING LIENS TO THE COUNTY FOR UNPAID ADMINISITRATIVE FINES IMPOSED FOR VIOLATIONS OF THE HOUSING CODE.

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

Section 1. That a new subsection C is added to section 9-16-6 and the section is amended by deleting the language stricken and adding the language underlined to read as follows:

9-16-6: NOTICE, FINES, ~~AND PENALTIES,~~ AND LIENS:

A. Fines and Penalties: Failure to comply with the requirements of this chapter or this Code may result in the following fines and penalties:

1. Failure to comply with a deed restriction or covenant shall be punishable by an administrative penalty in the amount of one hundred dollars (\$100.00) per day.
2. Failure to file an annual verification affidavit or respond to a request for compliance information from the town shall be punishable by an administrative penalty of two hundred and fifty dollars (\$250.00).
3. Failure to comply with occupancy or employment covenants in any deed or restrictive covenant may result in limitations on housing sale appreciation amounts.
4. Violations of this chapter shall be subject to the general penalty set forth in section 1-4-1 of this Code, including failure to pay the administrative penalty imposed by this section in a timely manner.
5. Fines and penalties under this section are cumulative.

B. Warnings and Notice:

1. Written notice of an administrative penalty shall be provided by first class United States mail to such person at such person's last known address. The administrative penalty shall be due and payable within fourteen (14) days of the date of the notice.
2. The housing division will issue a first warning prior to imposing fines or penalties in accordance with this chapter

1 C. Lien on Property for Delinquent Fines, Charges, and/or Assessments.

2 1. Failure to pay any fines, charges, or assessments (“charges”) imposed by the
3 division of housing under this chapter may result in a lien on the real property subject
4 the violation.

5 2. Any or all delinquent fines, charges, or assessments made or levied to be
6 certified to the treasurer of the county and be collected and paid over by the treasurer of
7 the county shall be processed in the same manner as taxes are authorized to be by title
8 3, chapter 2. A notice of lien may be prepared by the finance director or their designee
9 and filed with the Summit County treasurer no sooner than five (5) days following the
10 day the charges were due and not paid. Such notice of lien shall include the following:

11 i. The name of the owner of the property;

12 ii. A legal description of the property as tax assessed by the Summit County
13 assessor, and the number and street address of the property to which the notice of lien
14 is applicable;

15 iii. The nature of the lien; and

16 iv. A statement that notice of lien is given pursuant to this section.

17 v. The finance director or their designee shall mail a copy of such notice of
18 lien to the billing address of the owner.

19 vi. Once a notice of lien has been filed with the Summit County treasurer, there
20 will be a one hundred dollar (\$100.00) service charge for the administration and work to
21 process the lien which will be required to be paid in addition to full payment of the
22 charges due and owing. required for such lien.

23 vii. The division of housing has the sole discretion to release a lien upon its own
24 action or upon request of the owner for good cause.

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

28
29 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
30 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
31 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the

1 ___ day of ____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
2 Building of the Town.

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5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
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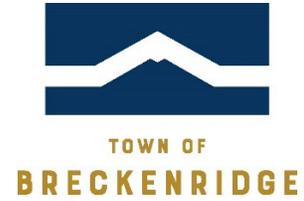
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10 By: _____
11 Kelly Owens, Mayor Pro Tem

12 ATTEST:

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16 _____
17 Helen Cospolich, CMC,
18 Town Clerk

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20 APPROVED IN FORM

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24 _____
25 Town Attorney



Memo

To: Town Council
From: Kirsten J. Crawford, Town Attorney
Date: February 7, 2024
Subject: Amendment to Housing Division Regulations

Staff recommends the Council approve the proposed amendment to the Town of Breckenridge housing code to clarify the appeals process including timeframes and submission of complaints.

Staff is also proposing to add a provision in the housing regulations that mirrors a provision in the short-term rental regulatory framework, specifically authorizing the Town attorney to resolve disputes in lieu of a hearing on a case-by-case basis. Staff has found this tool has resulted in successful resolution of three cases without the time and resources of holding a hearing which includes expenses such as third-party hearing officer fees, and staff and attorney time to present the case, among other expenses.

A BILL FOR AN ORDINANCE AMENDING THE ADMINISTRATIVE APPEALS PROVISION OF THE HOUSING REGULATIONS.

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

Section 1. That section 9-16-7 entitled "APPEALS" is amended to add the language underlined to read as follows:

9-16-7: APPEALS:

A. Any party found in violation of this chapter has a right to appeal to an administrative hearing officer by submitting a complaint in writing to the town manager setting forth both the grounds for the appeal and supporting facts within ten (10) days after the date of mailing of notice of violation.

B. A hearing shall be held within thirty (30) days of the date of the filing of the notice of appeal, unless the parties mutually agree to a longer time. Notice of an administrative hearing shall be given by the hearing authority to each party establishing the time and place of a hearing not less than twenty (20) days before the date the hearing is to be held. The hearing authority may continue any administrative hearing, upon timely request, for good cause shown, or upon its own initiative.

C. Each party may appear with counsel at the cost of the party and has the right to present such evidence as may be relevant, and to cross-examine all witnesses. The strict rules of evidence shall not apply to an administrative hearing.

D. The burden of proof shall be on the proponent of a claim or issue to prove such claim or issue by a preponderance of the evidence, and on the party raising any affirmative defense or matter of mitigation to prove such affirmative defense or matter of mitigation by a preponderance of the evidence. "Preponderance of the evidence" means to prove that something is more probably true than not.

E. The finding or decision of a hearing authority in connection with any administrative hearing shall be in writing. The decision of the hearing authority shall be final, subject to the right of any aggrieved party to contest the matter in an appropriate court action

1 commenced under rule 106(a)(4) of the Colorado Rules of Civil Procedure. For
2 purposes of determining the time limit for the commencement of an action under rule
3 106(a)(4) of the Colorado Rules of Civil Procedure, the decision of the hearing authority
4 shall be deemed to be final upon the hearing authority's issuance of the written finding
5 or decision.

6 F. Stipulation in Lieu of Administrative Hearing: A party subject to fines or violations
7 of this housing code or under review of an administrative decision may contact the town
8 attorney to discuss the allegations or complaint and attempt to resolve the matter
9 without a hearing; provided the party contacts the town attorney no later than fourteen
10 (14) days prior to the scheduled hearing date. The town attorney will present
11 recommendations to the town manager as to whether to resolve a dispute and upon
12 written terms and conditions executed by the town manager and the appealing party.
13

14 **Section 2.** This ordinance shall be published and become effective as provided
15 by Section 5.9 of the Breckenridge Town Charter.
16

17 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
18 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
19 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
20 ____ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
21 Building of the Town.
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24 TOWN OF BRECKENRIDGE, a Colorado
25 municipal corporation
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29 By: _____
30 Kelly Owens, Mayor Pro Tem
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32 ATTEST:
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35 _____
36 Helen Cospolich, CMC,

1 Town Clerk

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3 APPROVED IN FORM

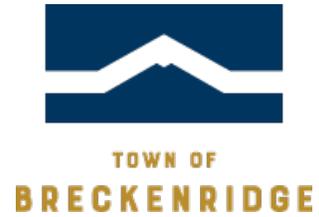
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Town Attorney



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 2/13/24
Subject: Resolution to Adopt the Climate Equity Plan

Summary: Staff presented the Climate Equity Plan (CEP) to Council at its January 27, 2024 meeting. The plan was reviewed by the Breckenridge Social Equity Advisory Commission at its July 17 and September 18, 2023 meetings. The changes and recommendations made by the BSEAC were incorporated into the final draft.

The CEP is designed as an equity overlay to the existing Summit Community Climate Action Plan adopted in 2019. The CEP focuses on ensuring underrepresented residents have access to the benefits of climate action policy and programs. Quick reference can be made to the recommended strategies in Appendix B beginning on page 31.

Staff Recommendation: Staff recommends Council adopt the Climate Equity Plan by Resolution at its February 13, 2024 meeting. Staff will be available at the work session to answer any additional questions.

1 RESOLUTION NO. ____

2
3 Series 2024

4
5 **A RESOLUTION APPROVING THE CLIMATE EQUITY PLAN.**

6 **WHEREAS**, the Town of Breckenridge adopted the Summit Community Climate
7 Action Plan in 2019 and the SustainableBreck Plan in 2022 that set out climate action
8 goals and strategies;

9 **WHEREAS**, the Town of Breckenridge has reduced greenhouse gas emissions
10 through a number of actions including electrification of fleet vehicles, installation of
11 electric vehicle charging stations, implementation of renewable electricity for Town
12 facilities, adopted building code and outdoor energy mitigation, and obtained financial
13 support for residential and commercial energy improvement programs;

14 **WHEREAS**, the Town of Breckenridge recognizes the importance of removing
15 barriers and designing programs so that everyone in the community, specifically those
16 most at-risk of climate related impacts, have access to and benefit from climate policies
17 and programs; as such, in January 2023, the Town approved the Equity Blueprint a
18 comprehensive, long-term plan with the goal of eliminating barriers related to racial and
19 social inequities to foster a more equitable community.

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

22 **Section 1.** The Town Council hereby approves the Climate Equity Plan
23 prepared in collaboration with High Country Conservation Center.

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

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26 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2024.

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TOWN OF BRECKENRIDGE

By: _____
Kelly Owens, Mayor Pro Tem

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

Memo



To: Breckenridge Town Council Members
From: Jim Baird, Police Chief
Date: 2/6/2024
Subject: Intergovernmental Agreement for Aid in Hazardous Substance Incidents

The attached resolution, if passed by Council, would continue an existing Intergovernmental Agreement between the Town of Breckenridge and the Summit Fire Authority (SFA) to designate the SFA as the designated emergency response authority (DERA) for hazardous substance incidents in the Town of Breckenridge. The SFA provides this service in both incorporated and unincorporated portions of Summit County.

A renewal of this agreement is necessary as the prior agreement expired on December 31 after being in place for 5 years. The duration of this agreement is for another 5 years expiring on December 31, 2029. The 2024 financial obligation to the TOB for participation is \$13,267. This is a 5% increase over last year. There is a built-in cost increase of up to 5% each year of this agreement. I anticipate the full 5% will occur annually.

Staff recommends approval of the resolution. Kirsten and I will be present at the work session on February 13 to answer any questions.

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RESOLUTION NO. ____

Series 2024

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF MUTUAL AID IN HANDLING HAZARDOUS SUBSTANCE INCIDENTS.

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

Section 1. That the Town Council hereby ratifies and approves an Intergovernmental Agreement, dated January 1, 2024, between the Town of Breckenridge and the Summit County Sheriff’s Office, the Summit Fire Authority, the Summit County 911 Center Governance Board, the Town of Blue River, the Town of Dillon, the Town of Friso, and the Town of Silverthorne for the purpose of mutual aid in handling hazardous substance incidents.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2024.

TOWN OF BRECKENRIDGE

By: _____

Kelly Owens, Mayor Pro Tem

ATTEST:

Helen Cospolich, CMC,

1 Town Clerk

2

3 APPROVED IN FORM

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7 _____

8 Town Attorney Date

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**INTERGOVERNMENTAL AGREEMENT FOR AID
IN HAZARDOUS SUBSTANCE INCIDENTS**

This Intergovernmental Agreement for Aid in Hazardous Substance Incidents (referred to hereafter as the “IGA”) is made and entered on this 1st day of January, 2024 by and between the:
BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
(County),
OFFICE OF THE SHERIFF, SUMMIT COUNTY, COLORADO (Sheriff)
SUMMIT FIRE AUTHORITY (SFA),
TOWN OF BLUE RIVER, COLORADO (Blue River),
TOWN OF BRECKENRIDGE, COLORADO (Breckenridge),
TOWN OF DILLON, COLORADO (Dillon),
TOWN OF FRISCO, COLORADO (Frisco), and
TOWN OF SILVERTHORNE, COLORADO (Silverthorne).
SUMMIT COUNTY 911 CENTER GOVERNANCE BOARD

For the purposes of this Agreement, Blue River, Breckenridge, Dillon, Frisco and Silverthorne shall be referred to together as the “Towns,” the Towns and the County shall be referred to together as the “Contributing Parties,” and the Contributing Parties, Sheriff and SFA shall be referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, the Parties are authorized to enter into intergovernmental agreements pursuant to C.R.S. § 29-1-203; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3)(b), the Board of County Commissioners of Summit County may designate the Summit Fire Authority as the designated emergency response authority (DERA) for hazardous substance incidents occurring within the unincorporated areas of Summit County, Colorado; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3) (a), the Towns may designate the Summit Fire Authority as the DERA for hazardous substance incidents occurring within their respective incorporated jurisdictions; and

WHEREAS, the SFA has established the Summit County Hazardous Materials Team (SCHMT) to perform certain functions relating to the handling and control of hazardous substances; and

WHEREAS, pursuant to C.R.S. § 29-22-102 (1), a DERA may provide and maintain the capability for hazardous substance incident response directly or through mutual aid or other agreements; and

WHEREAS, the Parties have previously on January 1, 2019 entered into an Agreement for Aid in Hazardous Substance Incidents, which agreement has expired by its own terms; and

WHEREAS, the Parties’ desire to enter into this IGA for the purposes of stating their mutual and respective rights and obligations regarding the designation of DERA to the SFA and SCHMT’s provision of hazardous substance incident related functions; and

WHEREAS, the interests of the public are best served by the Parties entering into such an agreement for the purpose of providing hazardous substance incident related functions in their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual benefits that will inure to the public and the Parties, and the mutual covenants, agreements and promises set forth hereinafter, the Parties hereto agree as follows:

I. Purpose

The purpose of this IGA is to state the Parties’ mutual and respective rights and obligations regarding the provision of hazardous substance incident response and administrative functions in Summit County, Colorado in accordance with all applicable laws, regulations and standards.

II. Summary

- A. This section is intended to provide a brief general overview of the IGA; provided, however, that the specific provisions of this IGA shall control in all circumstances.
- B. The SFA shall be the DERA for the Contributing Parties. SFA, through its SCHMT, shall provide certain hazardous substance response services for the DERA. The Contributing Parties shall each pay SFA an annual fee for providing hazardous substance response services in their respective jurisdictions. Costs related to hazardous substance incidents that are not recovered from the person or entity responsible for such incident shall be the responsibility of the Party in whose jurisdiction the incident occurred.

III. Definitions

Unless otherwise specifically defined herein, all defined terms contained in this IGA shall have the meaning set forth for them in Section 29-22-101, et seq., C.R.S.; Section 1507-10 of the Code of Colorado Regulations, 8 CCR 1507-10; Section 1507 – 22 of the Code of Colorado Regulations, 8 CCR 1507-22 as amended. Other special terms not defined in this paragraph shall be the same as those established by applicable State and Federal statutes and rules and regulations regarding hazardous substances.

- A. “Hazardous Substance Scene” means the specific and limited area immediately contiguous with or adjacent to vehicles, facilities, or containers containing any hazardous substance where the potential exists that such hazardous substance may be spilled, discharged, or released, or the area immediately surrounding any spilled, discharged, or released hazardous substance and any additional area needed as determined by the person(s) operating as the Incident Commander. The scene shall also include those areas

and facilities contaminated as a direct result of the incident although such areas and facilities may not be contiguous or adjacent to the initial spill location.

- B. “Emergency Response to a Hazardous Substance Incident” means taking the initial emergency actions necessary to minimize the effects of a hazardous substance incident.
- C. “Summit County Hazardous Materials Team” (“SCHMT”) means a specially equipped and trained team of personnel organized by the SFA to provide the capable response to incidents involving a hazardous substance. All team members must meet the minimum standards of 29 C.F.R. 1910.120(q)(6)(ii) “First Responder Operations Level” or 29 C.F.R. 1910.120(q)(6)(iii) “Hazardous Materials Technician”.
- D. Any Party participating in this IGA may provide membership to the SCHMT.
- E. “Incident Command System” (“ICS”) means the system adopted by the various fire protection agencies operating within the boundaries of Summit County.
- F. “Incident Commander” means the person serving to control and coordinate all response actions associated with the incident. Hazardous Substance Incident Commanders must meet the requirements of 29 C.F.R. 1910.120(q)(6)(v) “On Scene Incident Commander.”
- G. “Jurisdiction” for the County means the unincorporated areas of Summit County, except for any federal, state or county highway located outside of municipal limits, and for each Town the term “Jurisdiction” means their respective incorporated areas.
- H. “SCHMT Operations” means the portion of the response serving to perform the actual tasks in stabilizing and/or controlling a hazardous substance incident.
- I. “SCHMT Operations Section Chief, Division Supervisor, and/or Hazardous Materials Branch Director” mean the person reporting to the Incident Commander to supervise the SCHMT operations.

IV. Effective Date and Term

The intent of this contract is a five (5) year agreement that contains an annual review by December 31st of every year, with the option to withdraw at that time. If a party fails to terminate their participation for the following year, in accordance with section IX of this agreement, the agreement will automatically be renewed for the following year.

The effective date of this IGA is January 1, 2024, and shall expire in total on December 31, 2029. Upon acceptance of this agreement on January 1, 2024, the terms shall automatically renew for, up to, four (4) additional one-year terms extending to December 31, 2029 unless it is terminated by a Party in accordance with Section IX., Termination, below.

V. Rights and Duties of the Parties

A. County's Rights and Duties

1. The County hereby states and affirms that its governing body has officially designated the SFA as the DERA for unincorporated Summit County, Colorado.
2. The County agrees to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
3. The County acknowledges and agrees that it is responsible for costs related to hazardous substance incidents occurring within its jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the County is the generator and responsible party for the hazardous substance incident in section F.4a.
4. The County, through its Summit County 911 Center (SC911) shall dispatch the appropriate resources to respond to hazardous substance incidents occurring within the jurisdictions of the Contributing Parties. Requests for aid through SC911 shall, to the extent such information has been made available to the dispatcher, include information regarding:
 - a. Incident location;
 - b. Type and quantity of the hazardous substance involved;
 - c. Any facilities, areas, and/or properties that may be impacted by the hazardous substance;
 - d. Geography and weather conditions at the location of the incident.

B. Towns' Rights and Duties

1. The Towns each hereby state and affirm that their respective governing bodies have officially designated the SFA as the DERA for their respective jurisdictions.
2. The Towns each agree to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
3. The Towns each acknowledge and agree that they are responsible for costs related to hazardous substance incidents occurring within its respective jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the Town is the generator and responsible party for the hazardous substance incident in section F.4a.

C. SFA's Rights and Duties as DERA

1. The SFA hereby affirms that it accepts its appointment as DERA by and for the County and Towns.
2. The SFA shall be responsible for the provision of all DERA-related functions for the Contributing Parties. The SFA, as DERA, shall provide the DERA related functions required of it hereunder in accordance with all applicable federal, state, and local laws, regulations and professional standards, which functions include administration of hazardous substance incident related clean-up activities and making reasonable efforts to collect hazardous substance incident related clean-up costs from the person or entity responsible for such incident.

3. The DERA shall maintain all responsibility to ensure that proper cleanup activities have been engaged.

D. SFA's Rights and Duties as SCHMT Operator

1. The SFA, through its SCHMT, hereby agrees to provide the following SCHMT Services for the DERA:
 - a. SFA shall provide timely emergency response services for hazardous substance incidents occurring within the jurisdictions of the Contributing Parties.
 - b. In the event of hazardous substance incidents that are beyond the capabilities of SFA, SFA shall be responsible for timely requesting and coordinating incident response by agencies or entities that can provide the necessary hazardous substance incident response services. SFA's responsibility hereunder includes the responsibility of SFA to have in place all necessary agreements or information for identifying, contacting, and coordinating timely response by back-up hazardous substance response agencies or entities.
 - c. SFA shall provide the services required of it hereunder in accordance with all applicable federal, state, and local laws, regulations, and professional standards.
 - d. Except as specifically provided for herein, SCHMT shall have no DERA related responsibilities for the County or Towns. The SCHMT shall not be utilized to clean up the incident scene after their control and stabilization actions have been accomplished.
 - e. SFA will submit invoices to each of the Contributing Parties for their respective annual financial obligations hereunder.
 - f. SFA certifies that, at the time of entering this IGA, it, on behalf of the SCHMT, has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the services covered by this IGA. SFA warrants that it will maintain all necessary licenses, certificates, approvals, insurance, permits, etc. required to properly perform this IGA. Additionally, all employees of SFA performing services under this IGA shall hold the required licenses or certification, if any, to perform their responsibilities hereunder. Any revocation, withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for SFA to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Parties for default. SFA shall notify the Contributing Parties immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.
 - g. SFA shall, concurrent with entering this IGA, provide the Contributing Parties with a 5 Year Capital Expenditures Plan for the SCHMT, which plan shall detail anticipated capital purchases and/or anticipated replacement of capital equipment. Provision of the 5 Year Capital Expenditures Plan by SFA, and/or annual updates thereto, shall not obligate the Contributing Parties for such anticipated capital costs.

E. Financial Obligations of Contributing Parties

1. 2024 Agreed upon contribution amounts:
 - a. The County shall pay SFA \$26,534.00 for its provision of SCHMT Services hereunder.
 - b. Town of Blue River shall pay SFA \$2,407.00 for its provision of SCHMT Services hereunder.
 - c. Town of Breckenridge shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - d. Town of Dillon shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - e. Town of Frisco shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - f. Town of Silverthorne shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - g. The total financial obligation of the Contributing Parties for the initial term of this IGA is \$82,009.00.
2. Each of the Parties' respective financial obligations hereunder may increase by an amount not to exceed five percent (5%) annually for each renewal term. This figure is not a defined annual increase and may be less. Any increases in financial obligations for a yearly renewal term will be detailed during the annual meeting provided for herein below in Section VI.
3. The Parties' payment of their respective financial obligations hereunder for each one-year renewal term of this IGA shall be due and payable to SFA within thirty (30) days of the annual meeting described herein below in Section VI. Failure of a Party to remit its respective financial obligation amount as provided herein shall cause the IGA to terminate on December 31st of the then current calendar year.
4. Except as specifically agreed to herein for renewal terms, the Parties' mutual and respective financial obligations hereunder shall not increase without the written consent of each of the Parties.

F. Renewal Terms

1. An annual review and revision of the Parties' respective financial obligation hereunder will occur every year at the annual meeting provided for herein below in Section VI. The Contributing Parties' respective financial obligations for each renewal term shall be described in writing, which document shall be formally approved by authorized representatives of the Contributing Parties. Failure of any of the Parties to agree to revised financial obligations for the next following renewal term of this IGA shall cause the IGA to terminate on December 31st of the then current calendar year.

G. Cost Reimbursement

1. The SFA, acting as DERA, shall make all legally required and reasonable efforts to recover and reimburse the reasonable, necessary, and documented costs incurred by any Party, or other qualified entity, resulting from actions taken to remove, contain, or otherwise mitigate the effects of a hazardous substance incident from the person or

persons who have care, custody, and control of the hazardous substance involved at the time of the incident. The SFA, as DERA, and the SCHMT may adopt procedures for preparing and submitting requests for cost reimbursements and allocation of reimbursement revenues. SCHMT claims for reimbursement shall be submitted to the DERA within 30 days following the date the incident scene is declared safe by the DERA.

2. If the DERA is unable to initiate a satisfactory recovery of claims made on behalf of the SCHMT within 45 days of the incident, the SCHMT reserves the right to request written approval from the DERA to pursue such collections on its own behalf. DERA approval of the SCHMT's pursuit of collections hereunder shall not be unreasonably withheld.
3. Should hazardous substance incident reimbursement proceeds be less than the total reimbursable hazardous substance incident related costs, reimbursement shall be made in a proportionate manner to the involved entities.
4. Unrecovered reimbursable hazardous material incident related costs shall be paid by the jurisdictional entity, Town or County, in which the hazardous substance incident occurred, however, absent the situation in '4a' described below, the Town or County shall not be responsible for paying unrecovered reimbursable costs incurred by the SFA or the SCHMT.
 - a. In the situation where the Town or the County are the generator and responsible party for the hazardous substance incident then the Town or the County will be responsible for paying reimbursable hazardous substance incident costs for only expendable supplies and equipment incurred by the SFA or its SCHMT once the dollar cost for replacement for these items exceeds \$5000.00.
 - b. All reimbursement of costs coordinated by the DERA or SCHMT shall follow the rules for reimbursement as promulgated by the Colorado Department of Public Safety pursuant to Section 29-22-104 (6)(a), C.R.S.
5. The Parties hereto further agree to pursue all additional reimbursement as may be made available pursuant to C.R.S. 29-22-105 and shall agree to any subrogation requirements mandated as a condition of such reimbursement, if appropriate.

VI. Meetings and Reporting

- A. Representatives of the SFA shall meet at least annually with the County and Towns to report on and discuss DERA and SCHMT status, activities and related matters including renewal of the IGA. The annual meeting shall be an agenda item for the regularly scheduled meeting of the managers for the County and Towns, which shall also be attended by the Sheriff or his designee.
- B. Prior to the date of the annual meeting, the SFA will provide the Contributing Parties with:
 1. A budget report, which includes:
 - a. SCHMT revenues and expenses for the past fiscal (January to December) year;
 - b. SCHMT account balances;
 - c. Recommendations for funding by the Contributing Parties for the next following renewal term, and;

- d. An updated 5 Year Capital Expenditures Plan for the SCHMT is due annually with budget report.
 2. An activity report for the SCHMT, which describes IGA related activities of the SCHMT during the previous twelve months. Information provided in the activity report shall include:
 - a. Operations Response descriptions;
 - b. Technician Response descriptions;
 - c. Descriptions of all instances of deviations from required staffing patterns, and;
 - d. Special circumstances reports.
- C. Prior to the date of the annual meeting, the SFA will provide the other Parties with an activity report for the DERA, which report shall describe DERA hazardous substance incident related administration and collection activities for the past year.
- D. Representatives of the Parties shall meet with each other on an as needed basis to address issues related to the subject matter of this IGA.

VII. Indemnification of Contributing Parties

SFA for itself and on behalf of the SCHMT agrees to defend, indemnify and hold harmless all Contributing Parties as well as their employees and agents, from and against any cost, and liabilities of any kind incurred as a result of any act or omissions by the SFA, the SCHMT, or its employees, agents, subcontractors, or assignees arising out of SFA's provision of Services hereunder.

VIII. Insurance Requirements.

SFA shall obtain and maintain for the SCHMT at all times during the term of this IGA, insurance in the following kinds and amounts:

- A. Standard Worker's Compensation as required by the State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
- B. Employer's Liability is required for minimum limits of: \$1,000,000 Each Accident, \$500,000 Disease Policy, and \$1,000,000 Disease Each Employee.
- C. Commercial General Liability: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, and \$2,000,000 Products Completed Operations Aggregate.
- B. General Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage:
 1. Combined single limit of \$1,000,000 if written on an occurrence basis.
 2. Any aggregate limit will not be less than \$1.2 million.
 3. Combined single limit of \$1,000,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.
 4. If any aggregate limits are reduced below \$1,200,000 because of claims made or paid during the required policy period, the SFA shall immediately obtain additional

insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

- 5. The insurance shall include provisions preventing cancellation without 30 days prior notice to the Contributing Parties by certified mail.
- 6. SFA shall provide certificates showing adequate insurance coverage to the Contributing Parties within 7 working days of IGA execution, unless otherwise provided.

IX. Termination

- A. This IGA may be terminated by any Party without cause by providing written notice of intent to terminate its participation in the IGA to each of the other Parties and the SFA not less than ninety (90) days prior to the proposed termination date.
- B. If any Party submits a written notice of intent to terminate its participation in the IGA, the IGA shall remain in effect for all Parties, including the terminating Party, until the last day of the then current one-year IGA term.
- C. In no event shall the remaining Parties be responsible for any part of the financial obligation of a Party that terminates its participation in the IGA.

X. Notice

All notices required to be given by the parties hereunder shall be hand delivered or given by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

Town Manager
Town of Blue River
P.O. Box 1784
Breckenridge, CO 80424

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

Town Manager
Town of Dillon
P.O. Box 8
Dillon, CO 80435

Town Manager
Town of Frisco
P.O. Box 4100
Frisco, CO 80443

Town Manager
Town of Silverthorne
P.O. Box 1309
Silverthorne, CO 80498

County Manager
Summit County Government
P.O. Box 68
Breckenridge, CO 80424

Sheriff
Summit County Sheriff's Office
P.O. Box 210
Breckenridge, CO 80424

Chairperson
Summit Fire Authority
P.O. Box 1132
Frisco, CO 80443

Chairperson
 Summit County 911 Center Governance Board
 PO Box 4188
 Frisco, CO 80443

XI. General Terms and Provisions

- A. Independent Contractor. SFA is an Independent Contractor, not an employee of the Contributing Parties and is not in their respective personnel systems. SFA is engaged in an independent trade, occupation, profession, or business and is qualified to perform the services pursuant to the IGA. SFA is free to provide services to others and is not required to work exclusively for Contributing Parties. The Parties agreed upon the terms of this contract. Payment is set at the contract rate for the work and is not set as a salary or hourly-employment rate. Payments shall be made by checks payable to the trade or business name of the SFA and not to any individual. SFA is responsible for providing its own tools and benefits at its own cost. SFA is not entitled to worker's compensation benefits or unemployment insurance benefits unless paid for by SFA and SFA is obligated to pay federal (including social security) and state income tax on any monies earned pursuant to this contract relationship. SFA is responsible for complying with all employment laws and insurance laws relating to its own employees, SFA is and shall remain a separate and distinct entity from the Sheriff and Contributing Parties; the business operations of the Contributing Parties shall in no way combine with the business operations of the SFA.
- B. Governmental Immunity. Nothing in this IGA shall be construed against any party hereto as a waiver of the limitations on damages, or as a waiver of the privileges, immunities, or defenses provided to, or enjoyed by, any of the Parties under common law or pursuant to statute including, but not limited to, the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. and Sections 24-32-2604, et seq., C.R.S.
- C. Worker Compensations and Pension Benefits. Pursuant to Sections 29-5-109 and 29-5-110, C.R.S., and this IGA, if any personnel of a responding SCHMT member is injured, disabled, or dies as a result of performing services within the boundaries of another jurisdiction, said individual shall remain covered by, and eligible for, workers' compensation and pension benefits, including disability, death, and survivor benefits, to which the individual would otherwise be entitled if the injury, disability, or death had occurred within the jurisdictional boundaries of the responding SCHMT member.
- D. Prior Agreements. The terms of this IGA shall supersede the terms of any pre-existing agreements between SCHMT members regarding responses to hazardous substance incidents and actions or responsibilities except for incidents that do not require the assistance of the SCHMT. This IGA shall not affect or supersede any other agreements, including mutual aid agreements between SCHMT members except as such agreements relate to responses to hazardous substance incidents and actions or responsibilities under the federal Emergency Planning and Community Right-to-Know Act (EPCRA).
- E. Amendment. This IGA may be amended from time to time by written IGA duly authorized by all the parties to this IGA. No modification or waiver of this IGA or any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by all parties.
- F. Authorization. The signatories to this IGA affirm and warrant that they are fully authorized to enter and execute this IGA, and all necessary actions, notices, meetings

and/or hearings pursuant to any law required to authorize their execution of this IGA have been made. The Parties hereto have mutually represented that they possess the legal ability to enter this IGA. If a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this IGA, this IGA shall be considered null and void as of the date of such court determination.

- G. Whole IGA. This IGA embodies the whole agreement between the Parties regarding responses to hazardous substance incidents and actions or responsibilities under EPCRA, except for incidents that do not require the assistance of the SCHMT, and there are no inducements, promises, terms, conditions, or other obligations made or entered into by the Parties other than those contained herein.
- H. Successors and Assigns. This IGA shall be binding upon the Parties hereto, their respective successors or assigns. Neither Party may assign, delegate, sublease, pledge, or otherwise transfer any rights, benefits, or obligations under this IGA to any party without the prior written consent of the non-assigning party.
- I. Appropriation of Funds/ Multi-Year Contracts. Payment pursuant to this IGA, whether in whole or in part, is subject to and contingent upon the continuing availability of each of the Party's funds for purposes hereof. If said funds, or any part thereof, become unavailable as determined by a Party, the Party may immediately terminate this IGA in accordance with the termination requirements provided in Section IX above. The obligations of the Parties hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
- J. Severability. All agreements, covenants and terms contained herein are severable, and if any such agreement, covenant, or term is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid IGA, covenant, or term were not contained herein.
- K. Applicable Law. At all times during the performance of this IGA, the Parties herein shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. All work and services performed under this IGA shall comply with federal, state, and local laws, rules and regulations. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
- L. No Benefit to Inure to Third Parties. This IGA does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or bring any lawsuit, action, or other proceedings against either Party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
- M. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed and entered into on the day and year first written above.

SUMMIT FIRE AUTHORITY

SUMMIT COUNTY

DocuSigned by:
 1/19/2024
7B71040C6F884F8...

Chairperson Date

County Manager Date

SUMMIT COUNTY SHERIFF'S OFFICE

TOWN OF SILVERTHORNE

DocuSigned by:
 1/19/2024
1E3F70C9F2854FB...

Sheriff Date

Town Manager Date

TOWN OF BRECKENRIDGE

TOWN OF BLUE RIVER

Town Manger Date

Town Manager Date

TOWN OF DILLON

TOWN OF FRISCO

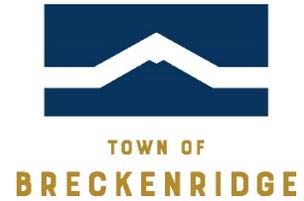
Town Manager Date

Town Manager Date

SUMMITCOUNTY 911 CENTER GOVERNANCE BOARD

DocuSigned by:
 1/22/2024
172E6992CD5443F...

Chairperson Date



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: February 7, 2024
Subject: Planning Commission Decisions of the February 6, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, February 6, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Messerich Residence Residing, 205 E. Washington Avenue, PL-2024-0008
A proposal to restore and replace exterior clapboard siding, remove deteriorating asphalt shingle siding, and paint new colors. *Called up and approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Messerich Residence
Re-Siding, 205 E
Washington Ave.



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

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

APPROVAL OF AGENDA

With no changes, the February 6, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

CONSENT CALENDAR:

1. Messerich Residence Residing (SVC), 205 E. Washington Avenue, PL-2024-0008

Mr. Gerard made a motion to call up Messerich Residence Residing, seconded by Mr. Frechter. The motion passed unanimously and the project was called up.

Ms. Crump presented an overview of a proposal to restore and replace historic exterior clapboard siding, remove deteriorating asphalt shingle siding, and paint.

Commissioner Questions / Comments:

Mr. Frechter: What's the specification for matching? Is that in terms of texture or dimensions? (Ms. Crump: The handbook states that texture should be that which was used historically but it's not specified, we would prefer new material match in both texture, dimensions, and color. It is possible for them to buy four-inch lap fiber cement siding and it would have a texture similar to natural wood.) How much are we allowed to put a more durable material close to the ground to better follow building codes? (Ms. Crump: I don't know the building code but because the structure is historic, I believe the historic guidelines would override and can dictate the natural wood siding be maintained to the ground.) (Mr. Truckey: I don't believe there's anything in the building code that requires that) (Mr. Kulick: We do allow more durable materials such as rock around the base but if there's historic materials we would want them maintained.)

Ms. Gort: What's the benefit of using the Hardie board over regular wood besides the water issue? (Ms. Crump: It's a more durable product. It's a wood fiber product made with cement and fly ash from coal that creates a durable compound material. It's hard to chip and is weather and fire resistant which is more durable than natural wood. Some Commissioners may have another opinion.) Is the cost similar to wood? (Ms. Crump: Less in cost but the installation costs can be more due to the weight of the product.)

Mr. Gerard: Has Staff formed any opinions as to if any of the facades are unrestorable? (Ms. Crump: The sides that have had shingles removed seem to be very salvageable, especially the front façade; more investigation is needed for the rear because it's south facing with more sun and weather exposure. From initial investigation the natural wood siding seemed spongy and rotted from moisture in the rear.) Is it Staff's feeling that rather than treat this like a preliminary hearing you have added conditions of what to do based on the historic siding discovered and the condition of the siding? (Ms. Crump: That is how the proposed conditions currently read, that if material is discovered to not

be salvageable then it could be replaced with new material, so yes because it is a lower-level classification of permit this would be a combined hearing.) (Mr. Truckey: We feel if we get the overall direction from the Commission during this meeting, Staff can make that final determination in the field with the building department's input.) Could they landmark the property for tax credits to help with this cost? (Ms. Crump: That's up to the applicant. They could choose to pursue landmarking or they may consider it later on with a potential addition.)

- Mr. Guerra: Could they install gutters to prevent further water damage? (Ms. Crump: Yes.)
- Mr. Giller: Was there any consideration to fixing the drainage around the house that may drain into the house? (Ms. Crump: That was not considered as part of this application, the applicant can speak more to that if they've contemplated that.) Do we know how old the existing clapboard siding is? (Ms. Crump: We don't, it could be original dating to between 1909 and 1914, but it could have also been redone in years prior to adding the shingles.) I could tell its cedar siding which is more rot resistant than other woods. If you cut into Hardie board at all does have problems with moisture and expansion? (Ms. Crump: I think that was a problem early on with the earliest versions of the product but they have made improvements to prevent that over the past 15 years; it is the only synthetic wood siding we do allow it in the historic district because of its durability.)
- Ms. Propper: If Staff determines that the south side with the barn wood is not salvageable would Staff want it to be the vertical or horizontal board? (Ms. Crump: We would want the new material applied to be horizontal to match the rest.) Would they be able to put Hardie board on the lowest portion of the walls to prevent degradation? (Ms. Crump: That is a question for the Commission.)
- Mr. Leas: Could it be landmarked, is it eligible? (Ms. Crump: Yes, according to the historic survey done it is contributing to the district and eligible for local landmarking.)
- Mr. Gerard: Isn't it true that if a side wall is not totally unrepairable you have to match the existing wood with material to match? (Ms. Crump: Yes, our handbook recommends to splice with natural wood if it's not salvageable and Staff is only recommending a change in siding if the side is a total loss. Considerations for splicing and patching with Hardie is something for the Commission to discuss.) (Mr. Truckey: An example of that is the house on French Street across from the catholic church that collapsed. We required them to maintain all the historic material that they could and then splice in natural wood material to match, some of which was historic from other sites.)

Ms. Maureen Messerich, Property Owner: This project started with a new roof and we thought it would be nice to get the siding fixed because the workers were already there. We were familiar with the Hardie board siding because it lasts forever and doesn't have many issues. We priced it out and decided it was worth it. When we found out we potentially had to maintain the original siding we spoke with others and they recommended the Hardie board. We would be willing to do the historic siding on the front and the Hardie board on the sides where it's not visible from the street. We're not prepared for the cost and maintenance of restoring the original historic siding.

- Mr. Frechter: Have you priced out the cost for patching the existing siding on the facades where you would have to keep the historic siding?
- Ms. Messerich: I have not, I think you have to patch the side boards with matching boards but on the bottom I don't see why you can't use Hardie board.
- Mr. Frechter: Are you asking us to approve Hardie board everywhere or just use Hardie board at the base.
- Ms. Messerich: I would prefer Hardie board for the whole house but I understand that is not allowed. I would hate to spend money to end up with the same problem I currently have. I want to

- understand is painted damaged boards, like on the business right next to us is that preferred?
- Mr. Frechter: The Town Council set these guidelines and it's our responsibility to see those through, we have some leeway so I want to understand what your preference is.
- Ms. Messerich: I would at least like to have Hardie board on the bottom boards because I wouldn't have ever submitted the application if I knew it had to be all wood. Amy (the daughter) inquired about installing gutters in the past and was told no but I suppose that has changed. I was also told when the neighbor uphill of us did some work more water started ending up in our yard creating moisture issues at the bottom.
- Mr. Frechter: What's the condition of the bottom of the vertical boards?
- Ms. Messerich: Spongy, would you require us to replace the whole board or splice? I drove around Town and saw a lot of buildings with the gaps between the wood covered with strips of wood but most of those were garages and sheds, not living structures. I don't like the look of that and would prefer the painted siding look.
- Mrs. Gort: I encourage you to maintain the vertical board because it showcases the unique history as a possible conversion from a barn to a house, have you seen it that way?
- Ms. Messerich: We discussed it as we drove around Town.

Amy Messerich, Property Owner's Daughter: You would have to have a caulk line between the boards after you add the batten strip which can eventually degrade and allow rodents into and under the house and would be a continuing maintenance issue. Some of the areas have wider than 1-inch openings, large enough for a fist, and would be harder to cover with battens.

- Mr. Gerard: Do you have plans for an addition?
- Ms. Messerich: Ms. Crump gave us information that we could do a small addition in keeping with historic standards of either 200 square feet or 400 square feet as part of a bonus and you could make it 1,600 square feet if you put a basement under it. (Ms. Crump: We discussed the landmarking process and the density bonus underground as part of that.) I thought the extra space would be nice but now that it's become more complicated we should have contemplated the addition with this, but that's for another time.
- Mr. Giller: Do you know if the framing is stable for the uphill side and the back side?
- Ms. Messerich: My understanding is that the back is older than the front and the front was actually built to be a house while the rear was not. We are not sure of the condition of the framing.
- Mr. Giller: It's likely if the sheathing is rotted the framing is too and it may not be productive to put new siding on rotting framing. Can you speak to the drainage issues you noticed?
- Ms. Messerich: I haven't noticed it, but I was told about it by a contractor years ago.
- Mr. Giller: It's not unusual in construction to change onsite and have it affect an adjacent site. Have you considered fixing the drainage?
- Ms. Messerich: No, this project is more of an extension of fixing the roof.
- Mr. Giller: You said you'd like to understand why, the short answer is authenticity and integrity of the historic building. We're bound by the State to protect the buildings in the historic district and we're trying to work with you for a suitable solution.
- Ms. Messerich: Yes, my thought is the Hardie board would look like the original but you must see a difference.
- Mr. Giller: The experts see it differently.
- Ms. Messerich: We were okay with doing the front, but the cost is a large issue to us. My impression is the Hardie board is much cheaper than the original siding and milled wood. The maintenance issue is the big problem for me, especially for the lower boards. It's not just drainage but also the snow sitting against the house.
- Mr. Giller: That goes back to the discussion of would you fix the drainage and the siding that has dried is very old and still sound. With older buildings issues are a puzzle to figure out

what's causing the issue and even with the Hardie board you may have the same issue. Typically, we would be brought a set of drawings to have a better understanding which we understand this project has evolved from something much simpler but the lack of drawings makes it harder for us to give answers.

Ms. Propper: No questions.

Mr. Leas: If I understand correctly, you're looking for the Commission to approve the use of Hardie board to address the problems you know of at this time though there may be further problems with the structure as Mr. Giller has brought up?

Ms. Messerich: Correct.

Mr. Eduardo Vazquez, Contractor: With the initial project we proposed to tear off the existing siding down to the plywood but we were unsure what was underneath. We were also going to fix any rotting studs underneath the siding and we were going to put two feet of sheet metal all the way around to prevent rodents and five feet of ice and water shield and then the Hardie Board which is a very durable product in snow. Now I see we can salvage the front and left side of the house only about three quarters of the way down and in the rear I'm not sure we can save the vertical siding because it is rotted on the bottom and the top and the insulation is falling out between the pieces of siding. To get a straight surface to do the siding we need to remove that and then check the studs, put in plywood, sheet metal, ice and water, Hardie board, and paint. The other option is we can try to salvage the middle of the vertical siding and then do 3-4 feet of the Hardie board siding and then reuse the vertical siding on the top.

Mr. Giller: We understand you have ideas for a more complete rehab of the exterior, it makes us nervous because when you have moisture issues with a building they tend to be more complicated. Have you taken off any of the siding to see the condition of the walls?

Mr. Vazquez: No, we just discovered some of this yesterday and today.

Mr. Giller: Typically a one foot hole is cut in a wall in a few places to try and understand the conditions but what you were describing is not what's allowed as part of the historic standards and it may not solve your problems. Have you looked at going at it from the inside?

Ms. Messerich: We haven't.

Mr. Vazquez: But we can.

Mr. Giller: Would you want to look at that first before removing the full exterior siding and finding rotting wood underneath.

Ms. Messerich: I don't think that would be a big deal and we would find out pretty early on whether it's fully rotted or not. The inside of the structure is quite nice and stable so I don't believe there's any major problems. I feel like we could deal with whatever problem may exist on the exterior when it comes to light.

Mr. Giller: I think it would be a good idea to investigate to better understand what the issues are and the condition of the framing.

Ms. Messerich: This is the first time I've come up here to look at it. I don't anticipate it to be a big problem because the boards in the middle are fine, it's only the boards near the roof and at the base. In my experience, I haven't run into have a major problem like that.

Mr. Truckey: Just to clarify, Mr. Giller is providing a suggestion. You could replace your siding and not do what he is suggesting, we do not regulate that aspect.

Ms. Messerich: I have a lot of confidence in the contractor to do the right thing.

Mr. Giller: I disagree, due to the substandard work on the fascia boards.

Mr. Leas: Do you have any experience for doing the restoration of a project that's in this bad of a condition?

Mr. Vazquez: Yes historic, but this is very different. This house is something that must be treated like gold. Speaking to the fascia installation the building is not very square so it made it

harder to do a fine cut but we were not aware we would be doing the siding at the time, otherwise we could have worked to fix the structure some.

Mr. Leas: When you undertook this project you were not aware of the scrutiny the Town would have on what you're proposing to do, has this meeting given you a better understanding of the standards required by the Town?

Mr. Vazquez: Yes.

The hearing was opened to public comment. There were no comments and the public comment period was closed.

Commissioner Questions / Comments:

Mr. Frechter: We have municipal and state mandated standards we have to maintain with limited leeway for how you will have to proceed with siding restoration. To provide approval we'd need to look at something very specific in terms of what's being restored and what materials are being added into each façade.

Mr. Gerard: I think there are more questions than answers for this project and there were surprises. I ask to treat this as a preliminary hearing rather than a final because there are many things that need to be looked at as there may be foundation and drainage problems that should be addressed. As I read the design guidelines you would not be allowed to put Hardie board close to the ground and must have milled siding to match. Would you be interested in landmarking this project and getting tax credits to help with the restoration? This could be a much larger project and I'm sorry it has gone from a small project to make the building look better to a much larger discussion.

Mr. Guerra: I have sympathy for the applicant's discovery of the siding and how much it's governed by the guidelines. Staff has outlined quite accurately what needs to be done, I don't think there's more questions that need to be answered. The structure and the drainage are other questions, and questions for the building department. This is focused on the siding and the design standards around that are very specific about what you can do. There is no leeway to allow the Planning Commission to approve something different than is stated in the outlined Conditions of Approval.

Mr. Giller: I think you need a preservation architect to guide your work, it's much cheaper to find the problems early on rather than during construction and restoration projects tend to snowball. I agree with Mr. Guerra in that the design standards are very clear, and we can't approve the use of Hardie board in the way you're proposing.

Ms. Propper: My heart goes out to you with the struggles of this project, but the rules are very clear. Mr. Giller has offered some suggestions if you wish to follow that, but the standards are clear that absent an entire façade that's unusable you need to replace it with natural material to match existing. I understand the concerns raised but we don't have the leeway to do that.

Mr. Guerra: This started out as a repair project, but it is now a restoration project and I recommend finding a restoration expert to move forward with the project.

Mr. Leas: Echoing the comments of most of the Commissioners, I don't think we're in a position to allow you to put your siding on the bottom. I don't think you understand how big of a problem you are uncovering here. You have a valuable piece of property but it's limited by its value due to the structure that's there. I don't think it would be wise to throw more money into a situation you cannot recover, I urge you to look carefully with what you have here and I empathize with your situation.

Mr. Gerard made a motion to approve the Messerich Residence Residing with the attached Staff recommendations, seconded by Mr. Guerra. The motion passed 4 to 3.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:03 pm.

Mark Leas, Chair



Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

February 2024

Tuesday, Feb. 13th, 2024	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Tuesday, Feb. 27th, 2024	Council Chambers	Joint Meeting with BOCC	2:00pm
Tuesday, Feb. 27th, 2024	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

March 2024

Tuesday, March 12th, 2024	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Tuesday, March 26th, 2024	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

Other Meetings

February 13th, 2024	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
February 14th, 2024	Breckenridge History	Noon
February 16th, 2024	Breck Create	3:30pm
February 19th, 2024	Social Equity Advisory Commission Summit Combined Housing Authority	7:30am 9:00am
February 20th, 2024	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
February 22nd, 2024	Summit Stage Transit Board Meeting Breckenridge Tourism Office Board Meeting RW&B Board Meeting	8:15am 8:30am 3:00pm
February 26th, 2024	Open Space & Trails Meeting Summit Combined Housing Authority	5:30pm 1:00pm
February 27th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
March 5th, 2024	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
March 6th, 2024	Police Advisory Committee Breckenridge Events Committee Childcare Advisory Committee I-70 Coalition	7:30am 9:00am 10:00am 11:30am
March 12th, 2024	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
March 13th, 2024	Breckenridge History	Noon
March 14th, 2024	Upper Blue Sanitation District	5:30pm



Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

March 15th, 2024	Breck Create	3:30pm
March 18th, 2024	Social Equity Advisory Commission	7:30am
	Summit Combined Housing Authority	1:00pm
March 19th, 2024	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
March 21st, 2024	QQ - Quality and Quantity - Water District	10:00am
March 25th, 2024	Open Space & Trails Meeting	5:30pm
March 26th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
March 28th, 2024	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	NWCCOG Board Meeting	10:00am
	RW&B Board Meeting	3:00pm
April 2nd, 2024	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
April 3rd, 2024	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
April 11th, 2024	Upper Blue Sanitation District	5:30pm
June 13th, 2024	QQ - Quality and Quantity - Water District	10:00am
TBD	Tourism Overlay District Advisory Committee Meeting	10:30am
	Transit Advisory Council Meeting	8:00am
	Water Task Force Meeting	9:30am