



Town Council Regular Meeting
Tuesday, March 25, 2025, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/89678284254> (Telephone: 1-719-359-4580; Webinar ID: 896 7828 4254).

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 - MARCH 11, 2025

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 4, SERIES 2025 - AN ORDINANCE APPROVING A LEASE OF THE LITTLE DAISY LODGE TO JUSTIN THIEDE AND KATE KERNS

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 5, SERIES 2025 - A BILL FOR AN ORDINANCE REPEALING AND REPLACING ORDINANCE 12, SERIES 2023 TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES
- B. RESOLUTIONS, SERIES 2025
 - 1. RESOLUTION NO. 4, SERIES 2025 - A RESOLUTION DESIGNATING REPRESENTATIVES AUTHORIZED TO COORDINATE WITH COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY REGARDING FINANCIAL ASSISTANCE MATTERS
- C. OTHER

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS
- B. DRIVING RANGE NETTING TOWN PROJECT HEARING

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

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

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR MARCH, APRIL AND MAY

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of March 11, 2025, to order at 7:00pm. The following members answered roll call: Marika Page, Jay Beckerman, Todd Rankin, Dick Carleton, Carol Saade and Mayor Kelly Owens. Steve Gerard was absent.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – February 25, 2025

With no changes or corrections to the meeting minutes of February 25, 2025, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there was one change to the agenda, which was that Breckenridge Ski Resort COO, Jon Copeland, will not be present at tonight's meeting. With that change, the agenda was approved as amended.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened Public Comment.

Craig Campbell, a Breckenridge resident, stated he wanted to give an update on his current project that was approved by Council, and also stated he was present to speak about the Energy Code adoption. Campbell stated he was a builder for 13 years in sustainable construction, and recently an energy rater reached out to him and said that the required extra coating on windows is expensive, and it will take the life of the window to recoup that cost. He further stated there needs to be an ROI that is less than the life of the product to make this a sustainable decision.

With no additional comments, Mayor Owens closed Public Comment.

B) BRECKENRIDGE SKI RESORT UPDATE

John Copeland, Breckenridge Ski Resort COO, was not present for an update.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2025

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2025

1) COUNCIL BILL NO. 4, SERIES 2025 - AN ORDINANCE APPROVING A LEASE OF THE LITTLE DAISY LODGE TO JUSTIN THIEDE AND KATE KERNS

Mayor Owens read the title into the minutes. Duke Barlow, Open Space and Trails Manager, stated this ordinance would extend a residential lease of Little Daisy Lodge to its existing tenants for a 5-year term.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 4, SERIES 2025 - AN ORDINANCE APPROVING A LEASE OF THE LITTLE DAISY LODGE TO JUSTIN THIEDE AND KATE KERNS. Council Member Carleton seconded the motion.

The motion passed 6-0. Council Member Gerard was absent.

B) RESOLUTIONS, SERIES 2025

1) RESOLUTION NO. 3, SERIES 2025 - A RESOLUTION CONSENTING TO PARTICIPATION BY THE SUMMIT COMBINED HOUSING AUTHORITY IN THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY

Mayor Owens read the title into the minutes. Town Manager Shannon Haynes stated the SCHAs has asked the Town to pass this resolution sponsoring them to obtain CIRSA insurance. She further stated this has no financial burden on the Town and we are not responsible for SCHAs actions as we are only the sponsor.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 2, SERIES 2025 - A RESOLUTION CONSENTING TO PARTICIPATION BY THE SUMMIT COMBINED HOUSING AUTHORITY IN THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY. Council Member Beckerman seconded the motion.

The motion passed 6-0. Council Member Gerard was absent.

- C) OTHER
- 1) MOTION TO CANCEL THE APRIL 22, 2025, TOWN COUNCIL MEETING
Mayor Owens stated Council would like to cancel the April 22, 2025, Town Council Meeting because it would take place during the school Spring Break week.

Council Member Rankin moved to cancel the April 22, 2025, Town Council Meeting. Council Member Beckerman seconded the motion.

The motion passed 6-0. Council Member Gerard was absent.

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS
Mayor Owens declared the Planning Commission Decisions would stand approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Reports of Town Manager and Staff were covered during the afternoon work session.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

Reports of Mayor and Council were covered during the afternoon work session.

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

X) OTHER MATTERS

Most other matters were covered during the afternoon work session.

Council Member Saade stated she attended the Police Advisory Committee meeting and learned about the Active Bystander for Law Enforcement Training, which is an incredible program and gives officers important tools to help prevent mistakes and support health and wellness. She added that our Police Department is one of only 400 in the Country that offers this program.

XI) SCHEDULED MEETINGS

- A) SCHEDULED MEETINGS FOR MARCH, APRIL AND MAY

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:10pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor



Memo

To: Town Council
From: Duke Barlow, Open Space & Trails Manager
Date: 3/19/2025 (for 3/25/2025)
Subject: Ordinance Approving the Little Daisy Lease Renewal (Second Reading)

Town Council Goals (Check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

Per Town code, the Town Council is required to review and approve by ordinance any long-term leases (longer than one year) for all Town-owned facilities other than the Breckenridge Professional Building. Attached, for Town Council review and approval, is a residential lease for the property at 500 Prospect Gulch Road (commonly referred to as “Little Daisy”) with a term of five years. Passage of the ordinance approving this lease would meet an organizational need.

Background

This proposed residential lease was brought before Town Council on February 25th for a work session and March 11th for a first reading where the Council was supportive of moving forward with the lease renewal and extension. There have been no changes since the March 11th meeting.

Public outreach/engagement

Purchase of the property and the correlating management of the structures and respect for existing tenants was discussed on multiple occasions with BOSAC and Council in 2024. Discussion of the proposed lease renewal and extension occurred during the Town Council’s February 25, 2025 work session.

Financial Implications

As part of the purchase of the property, the Town was credited \$125,000 from the seller as an inspection resolution relating to the potential costs of necessary repairs identified through the pre-purchase inspection process. Replacement of the septic system, while not complete, is projected to cost approximately \$60,000. The prioritized list of improvement projects is estimated to total \$21,500. This results in an approximate \$43,500 surplus from the inspection resolution credit, which funds can be targeted toward anticipated major repairs to aging elements such as the home roof and solar energy system. The \$1,825 monthly residential rental rate, with the 3% annual escalator, is reasonable given the significant, unique challenges related to the property.

Equity Lens

Staff consulted the Equity Lens through this process and determined that renewing the residential lease with the existing tenants provides an opportunity to maintain a reliable housing option for members of our local workforce who have proven themselves to be caretakers of the property. We have not identified any disparate impacts and believe continuing to rent this property to members of the local workforce allows the Town to build trust within the community.

Staff Recommendation

Staff recommends the Town Council approve the ordinance on second reading. Staff will be available to answer any questions.

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

1 COUNCIL BILL NO. __

2
3 Series 2025

4
5 **AN ORDINANCE APPROVING A LEASE OF THE LITTLE DAISY LODGE TO**
6 **JUSTIN THIEDE AND KATE KERNS.**
7

8 WHEREAS, the Town owns the real property commonly known as the Little Daisy Lodge
9 (“Property”) located at 500 Prospect Gulch Road, Breckenridge, Colorado; and

10 WHEREAS, the Town desires to lease the Property to Justin Thiede and Kate Kerns
11 (hereinafter referred to as “Tenants”) for residential use; and

12 WHEREAS, the Town and Tenants desire to enter into a five-year lease for the Property, in
13 order to provide consistency and certainty for both the Town and Tenants; and

14 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any lease of
15 Town-owned real property the term of which is longer than one year must be approved and
16 authorized by ordinance;

17 WHEREAS, the renewal of the Lease will be automatic unless one of the parties provides
18 written notice to the other that the party does not want to renew the Lease; and

19 WHEREAS, to the extent any additional action by the Town is needed to fulfill the terms of
20 the Lease or otherwise effectuate the intent of the Lease, the Town Manager is authorized to take
21 such action.

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

24 Section 1. Town Council hereby approves the Lease between the Town of
25 Breckenridge and Tenants, a copy of which is attached hereto as **Exhibit 1A**.

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

28 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
29 PUBLISHED IN FULL this 11th day of March 2025. A Public Hearing shall be held at the
30 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 25th day of
31 March, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
32 Town.

33
34 TOWN OF BRECKENRIDGE, a Colorado
35 municipal corporation

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By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of April, 2025, by and between the Town of Breckenridge, 150 Ski Hill Rd., Breckenridge, Colorado 80424 (hereinafter referred to as "Landlord") and Justin Thiede and Kate Kerns, PO Box 2693, Breckenridge, CO 80424 (hereinafter referred to as "Tenants").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Summit County, Colorado, such real property having a street address of 500 Prospect Gulch Road, Breckenridge, CO 80424.

WHEREAS, Landlord is desirous of leasing the Premises, in its current condition ("Condition of Premises"), to Tenants upon the terms and conditions as contained herein; and

WHEREAS, Tenants are desirous of leasing the Premises, in its current condition, from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the rent, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. TERM.** Landlord leases to Tenants and Tenants lease from Landlord the Leased Premises together with any and all appurtenances thereto, for a term of five years, such term beginning April 7, 2025 and ending at 12 o'clock midnight on April 6, 2030. Should Tenants desire to terminate this Lease prior to April 6, 2030, Tenants shall provide 90 days written notice to Landlord. Rent shall be prorated to reflect tenancy through the 90th day from the date notice is provided, regardless if Tenants cease to occupy the Leased Premises prior to that date.
- 2. RENT.** The total rent for the term hereof is \$1825.00 payable on the 1st day of each month of the term. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand. The rent shall escalate 3% annually for each year of the Term.
- 3. DAMAGE DEPOSIT.** Upon execution of this agreement, Tenants shall deposit with Landlord the sum of \$1825.00, receipt of which is hereby acknowledged by Landlord, as security of any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenants, without interest, and less any set off for damages to the Premises upon the termination or expiration of this Agreement as set forth in Section 1 above.
- 4. LEASED PREMISES.** Landlord shall lease to Tenants the real property located at 500 Prospect Gulch Road, Breckenridge, CO 80424; provided, however, the Landlord shall have nonexclusive access to the garage for use and storage of equipment and/or vehicles. For the avoidance of doubt, the garage may not be used as livable space and may only be used for the storage of Tenants' and Landlord's storage of equipment and/or vehicles. Tenant and Landlord shall cooperate in the use of the garage so that both parties have reasonable use of the space.
- 5. USE OF PREMISES.** The Premises shall be used and occupied by Tenants and Tenants' immediate family, exclusively, as a private single-family dwelling; provided however, that the Tenants may operate their crafting business from the Leased Premises. Tenants shall not allow any other person, other than

12. ROUTINE MAINTENANCE AND SPECIAL REPAIRS; RULES. Tenants will, at their sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenants shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) The access road to the Leased Premises is not plowed from the point of the intersection between Gold Run Gulch Road and Prospect Gulch Road. Per the existing Conditional Use Permit for Plowing with Summit County, if Tenant chooses to plow the road Tenant shall leave 4 inches of base snow coverage to accommodate recreational use on Prospect Gulch Road.
- (c) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (d) Not obstruct or cover the windows or doors;
- (e) Not leave windows or doors in an open position during any inclement weather;
- (f) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (g) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (h) Keep all air conditioning filters clean and free from dirt;
- (i) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- (j) And Tenants' family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (k) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (l) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (m) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenances thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
- (n) Keep all smoke and Carbon monoxide alarms operational.

- (o) Refrain from using microwave, electric space heater, toaster, and other electrical devices that produce heat or have heavy demand on the solar system and its batteries.
- (p) Appliances such as the washer/dryer and as much as possible, the well pump, should only operate during full sun or when the generator is on.
- (q) Winterize the house, garage, and utilizes prior to any extended periods of absence away from the Premises.
- (r) In addition to the foregoing, Tenants shall be responsible for maintaining the existing solar system and its batteries, including checking battery water and equalizing, per recommendations in **Exhibit B**.

13. MAJOR REPAIRS.

- a) Landlord is responsible for major repairs; provided, Tenants shall provide the Landlord prompt notice of a major repairs by written notice to Landlord within 30 days of discovering the damage. During the term of the Lease, Landlord shall have access to the Leased Premises upon 24 hours advance written notice to Tenants of the date and time of schedule repairs, which shall only take place during normal business hours between 8 am and 5 pm Monday through Friday, unless the Parties agree in writing otherwise.
- b) Notwithstanding repairs in accordance section 13. a, during the term of the Lease, Landlord will be removing the old septic system and remediating the area where it was located. All work connected with the removal of the old septic system, including grading and revegetation of the area, is Landlord's responsibility.

14. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenants up to the time of such injury or destruction of the Premises, Tenants paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

15. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

16. SUBORDINATION OF LEASE. This Agreement and Tenants' interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

17. TENANTS'S HOLD OVER. If Tenants remains in possession of the Premises with the consent of Landlord after the expiration of the 5 year Term of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenants which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at the then applicable annual Rate and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

18. SURRENDER OF PREMISES. Upon expiration of the term hereof, Tenants shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

19. ANIMALS/PETS. Tenants shall be prohibited from having or maintaining any animals or pets on the property.

20. QUIET ENJOYMENT. Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the Term hereof.

21. INDEMNIFICATION. Tenants agree to indemnify and defend the Town, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

(a) the negligence or intentional wrongful act of Tenants or Tenants' invitees, representatives or agent; or

(b) breach of this Agreement,

except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of the Town, its officers, employees, or agents, or Town's breach of this Agreement. To the extent indemnification is required under this Agreement, Tenants agree to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs, expert witness fees, and attorney fees.

22. LIMITATION ON LIABILITY. Notwithstanding anything to the contrary contained herein, Landlord shall not be liable or responsible to the Tenants for any consequential, incidental, or punitive damages incurred by Tenants as a result of the Condition of the Premises. Tenants furthermore acknowledge that the structures on the property are in need of repair and are assuming the risk of any injury to Tenants or their invitees for the Condition of the Premises including any known Routine Maintenance, Special Repairs, or Major Repairs, regardless of whether any such claim arises under or results from contract, negligence, or strict liability of the Tenants whose liability is being waived hereby. Tenants accept total responsibility for any and all damages of any kind which may result from the use of the Leased

16. SUBORDINATION OF LEASE. This Agreement and Tenants' interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

17. TENANTS'S HOLD OVER. If Tenants remains in possession of the Premises with the consent of Landlord after the expiration of the 5 year Term of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenants which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at the then applicable annual Rate and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

18. SURRENDER OF PREMISES. Upon expiration of the term hereof, Tenants shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

19. ANIMALS/PETS. Tenants shall be prohibited from having or maintaining any animals or pets on the property.

20. QUIET ENJOYMENT. Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the Term hereof.

21. INDEMNIFICATION. Tenants agree to indemnify and defend the Town, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

(a) the negligence or intentional wrongful act of Tenants or Tenants' invitees, representatives or agent; or

(b) breach of this Agreement,

except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of the Town, its officers, employees, or agents, or Town's breach of this Agreement. To the extent indemnification is required under this Agreement, Tenants agree to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs, expert witness fees, and attorney fees.

22. LIMITATION ON LIABILITY. Notwithstanding anything to the contrary contained herein, Landlord shall not be liable or responsible to the Tenants for any consequential, incidental, or punitive damages incurred by Tenants as a result of the Condition of the Premises. Tenants furthermore acknowledge that the structures on the property are in need of repair and are assuming the risk of any injury to Tenants or their invitees for the Condition of the Premises including any known Routine Maintenance, Special Repairs, or Major Repairs, regardless of whether any such claim arises under or results from contract, negligence, or strict liability of the Tenants whose liability is being waived hereby. Tenants accept total responsibility for any and all damages of any kind which may result from the use of the Leased

Premises. It is the Tenants' intention to hold harmless the Landlord for any injury or damage sustained by Tenants or anyone else, regardless of cause, while using the property.

- 23. INSURANCE.** Tenants shall obtain, at Tenants' sole expense, any fire, theft or casualty insurance protection desired by Tenants with respect to Tenants' personal property, which is located on the property. Landlord shall have no liability for the loss or destruction of such personal property.
- 24. DEFAULT.** If Tenants fail to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fail to comply with any duties imposed on Tenants by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenants fail to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
- 25. LATE CHARGE.** In the event that any payment required to be paid by Tenants hereunder is not made within seven (7) days of when due, Tenants shall be charged a fifty (\$50.00) dollar late fee, in addition to the rent due hereunder.
- 26. ABANDONMENT.** If at any time during the term of this Agreement Tenants abandon the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenants for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenants, relet the Premises, or any part thereof: for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenants liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenants, then Landlord shall consider any personal property belonging to Tenants and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
- 27. ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenants agree to pay all expenses so incurred, including a reasonable attorneys' fee.
- 28. RECORDING OF AGREEMENT.** Tenants shall not record this Agreement on the Public Records of any public office. In the event that Tenants shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 29. GOVERNING LAW; VENUE.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado. Venue for any disputes shall be in the courts of Summit, County, Colorado.
- 30. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of

the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- 31. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 32. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenants.
- 33. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 34. NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenants' duties and liabilities hereunder.
- 35. MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 36. NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

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

Attn: Keely Ambrose, Town Attorney
Telephone number: (970) 547-3117

If to Tenants to:

Justin Thiede & Kate Kerns
PO Box 2693
Breckenridge, Colorado 80424

Justin Thiede: (970) 333-1200
Kate Kerns: (970) 485-4006

37. ADDITIONAL PROVISIONS; DISCLOSURES

Propane tanks get filled on move out; Propane shares adjusted at that time.

As to Landlord this _____ day of _____, 2025.

LANDLORD:

Sign: _____ Print: _____ Date: _____

As to Tenants this _____ day of _____, 2025.

TENANTS (Tenants”)::

Sign: _____ Print: _____ Date: _____

TENANTS (Tenants”)::

Sign: _____ Print: _____ Date: _____

Exhibit A
Improvement Project List

Litte Daisy Project List			
Project	Reference	Cost	Permit
Smoke detectors/CO Dectotors	Main Home Report (MHR) #14	1,000.00	No
GFCI outelts and protectieve electrical wiring	MHR # 15	1,500.00	Yes
Remove cross connection of water drain pipe	MHR # 1	3,500.00	Yes
Interior hand rail	MHR # 3/ COS 5.4, 12.3	2,500.00	Potential
Interior guard rails	MHR #6,#7/ COS 12.3	2,500.00	No
Exterior decks hand Rails & guard rails	MHR #8 ,#9 / COS page 5 & 6 1.4	10,000.00	Yes
Install lags in rim joist/post in ground	COS report page 5, 1.2	400.00	No
Window glazing/ Tape	MHR #10	100.00	No
Remove living accommodations in garage	Safety hazard	OST	No
Remove tree leaning on house	Safety hazard for structure	OST	No
Cantilever beam	COS report page 29, 12.2	?	?
Water testing		?	No
	Total	21,500.00	

500 Prospect Gulch

Site visit notes related to report from COS Inspections Report ID: 20231211-0500 Prospect Gulch-Road

Main Home - In addition to notes and recommendations from report, please see additional -

- 1) Water quality and multiple cross connections noted. Water cistern with multiple pipes connected located on third floor (master bedroom and office location). Atmospheric vented water heater is located in open closet that freely communicates with these spaces. Noted staining on sinks, fixtures and bathtub indicate dissolved solids in water supply. Water conditioning unit has been bypassed and current tenant indicated this unit has not been functional for an extended period of time.

Recommendation - Remove all direct cross connections per 2018 IRC P2902 \$1,500. Isolate water heater in sealed room with adequate combustion air per 2018 IRC M2005.2 \$3,500. The water filtration consists of three cartridge type sediment filters. These are not sufficient if certain dissolved solids, organics and/or bacteria are present. Water testing should be done \$1,500.

Filtration and water conditioning should be provided based on results \$3,500.

- 2) Multiple riser stairway from master bedroom too steep, should be rebuilt with rise and run according to IRC Section R311.7.S. Fairly major structural revisions/accommodation will have to be made to allow for this \$7,500.
- 3) Handrails (too large of a diameter for small hands) and guardrails (too large of gaps, toddlers could slip through) on stairs and rails from master bedroom are all non-compliant and currently present a safety hazard. See 2018 IRC Sections R311.7.8 and R312.1 please \$2,500.

Recommendation - Reconstruct these areas to code.

- 4) The two-riser stairway from kitchen to living room has one riser at 7 1/4" and one riser at 8 1/2". These risers can

only vary 3/8" and both should be less than 7 3/4" per 2018 IRC Section R311.7.5.1, this is a major trip and fall, risk/item \$2,500.

- 5) There is an over 7" open slot beside this two-riser stair mentioned above between the two floors, kitchen vs living room. This slot is only allowed to be 4" so toddlers do not slip through per 2018 IRC Section R311.7.5.1, last sentence \$1,500.

Recommendation - Reconstruct these areas to code.

- 6) Stairway to basement is pretty good, its handrails and guardrails and open risers are not.

Recommendation - Reconstruct its handrails, guardrails and open risers to code \$2,500.

- 7) Interior balcony guardrails have openings over 4" where toddlers could slip through. It is approximately ten feet straight down to the basement/walk out levels concrete floor below. Guards should be made to comply with 2018 IRC Section R312.1 \$2,500.

Recommendation - Reconstruct balcony guardrails to code.

- 8) Exterior decks/balconies guardrails are not to code, per 2018 IRC Section 312.1. There is more than a 4" gap throughout all of them. A simple wire system could be retrofitted to remedy the issue most affordably.

Recommendation - Retrofit wire fencing to outsides of log guardrails throughout \$2,500.

- 9) Master bedroom deck has no guardrails on its edges to prevent falling approximately 10' to the rough grade below.

Recommendation - Construct code worthy guardrails around edges of master deck \$5,000.

- 10) Glazing in hazardous locations per 2018 IRC Section R308.

Recommendation - Provide tempered glazing or safety window film that meets Impact Test per 2018 IRC Section R308.3.1 on low window in elevated bedroom up from far corner of living room \$750.

- 11) Wood stove on lower and upper level and associated vent piping are near combustible construction.

Recommendation - Install appliances and venting per manufacturer specifications \$750.

- 12) Gas stove on lower walk-out level with exhaust installed directly below operable window.

Recommendation - Construct window so that it is permanently fixed closed \$750. Refer to manufacturer installation instructions and 2018 IRC M1504.3.

- 13) One permanent automatic heat source installed.

Recommendation - Depending on interpretation, the code does not require automatic heating in habitable spaces, it is our recommendation that a permanent and automatic thermostatically controlled heat source be installed to meet minimum heating requirements per 2018 IRC Section R303.10 \$12,500.

- r4) Smoke and Carbon Monoxide Detectors non-compliant throughout home. Cheap retro fitted battery type units are all failing.

Recommendation -Install interconnected wireless Bluetooth type smoke detectors per 2018 IRC Section R314 in sleeping rooms, habitable spaces and near cooking appliances. Install interconnected wireless Bluetooth type CO detectors per 2018 IRC Section R315 and CRS38- 45-102 \$1,500.

- 15) Electrical wiring is not protected from physical damage. GFCI in Bathroom not working. Wirenuts exposed, box and fixture were removed and left in dangerous condition.

Recommendation- Protect NM cable per 2023 NEC Section 334.15 with code worthy sleeves or chases. Test all GFCI outlets and repair as needed. Ensure all wiring is terminated in box per 2023 NEC section 300 \$1,500.

- 16) Clothes dryer venting is missing. Install proper clothes dryer venting per Section M1502.1 of the Exhaust Systems Chapter of the 2018 IRC.

Recommendation - Install new code worthy vent \$1,500.

General Recommendations for Main Home Structure - Follow all recommendations from COS report and additional recommendations previously noted in this report.

Total Estimate \$66,000 (with 20% added for inaccuracies and oversights)

500 Prospect Gulch

Site visit notes related to report from COS Inspections Report ID: 20231211-0500 Prospect Gulch-Road

Detached Garage Structure- In addition to notes and recommendations from report, please see additional -

- 1) Back-up generator installed with solar equipment (solar panels on roof- rack mounting undetermined) including battery storage. This is the main power system for the property. Noted 2000 gallon (2 ea. lpg tanks on site - these serve back-up generator, hot water heater, free standing gas stove and oven w/ cooktop). Backup generator exhaust is piped through wall - assuming installation of equipment unknown - but currently this application presents a health hazard to occupants in the garage area and the habitable space on the second floor.

Recommendation - Install back-up generator and associated equipment per 2023 NEC Section 445, including batteries per 2023 NEC Section 480, in a manufacturer approved and code approved location \$7,000. This recommendation should be followed whether the space above the garage remains habitable or is converted to storage. (Follow generator manufacturer installation instructions. Hydrogen is a byproduct of battery charging and should be done in a controlled environment as recommended by the solar/generator/battery manufacturer installation instructions and guidelines)

- 2) Stairs are non-compliant and currently present a safety hazard. 2018 IRC Section R311.7

Recommendation - Stairs are non-compliant and should be removed \$750 and or re-built to code \$2,500. If space above is converted to storage, my recommendation is to remove the stairs and install a fire rated attic ladder that will interface with the minimum 1/2" gypsum board required for fire protection of floors per 2018 IRC R302.13 \$750.

3) The habitable space above is not separated from garage per code. 2018 IRC Table R302.6

Recommendation - Habitable space above is not separated from garage per 2018 IRC section R302.6 and should be either 1) altered to storage and fire protect the garage floor with ½" minimum gypsum board \$750 **or** 2) construct new stairs, fire rated ceiling with 5/8 type x gypsum board and fire rated separation door per 2018 IRC section R302.5.1 \$5,000.

4) Wood stove on lower and upper level and associated vent piping are near combustible construction and **may** exceed manufacturer specifications.

Recommendations- Install appliances and venting per manufacturer specifications \$750.

5) Composting toilet in habitable space above garage.

Recommendation - Remove water closet if space is converted to storage \$250. If habitable space is to remain, install a water closet that meets minimum code requirements per 2018 IRC Section P2712 \$2,500.

6) No running water (hot or cold) and proper sanitary drainage to habitable space.

Recommendation - Convert space to storage and remove all habitable space use and convert to storage \$750. If habitable space is to remain, code approved Sanitation per 2018 IRC Section R306 should be installed to provide running water and sanitary drainage. 1) Individual Water Supply and Sewage Disposal per 2018 IRC Section P2602.1 2) Hot water required per 2018 IRC Section P2801.1 \$5,000.

7) No permanent automatic heat source installed.

Recommendation - Depending on interpretation, code does not require automatic heating in habitable spaces, if the space does not convert to storage, it is our recommendation that a permanent and automatic thermostatically controlled heat source be installed to meet minimum heating requirements per 2018 IRC Section R303.10 \$6,250.

8) Deck guardrails on apartment above garage non-compliant. A simple wire system could be retrofitted to remedy the issue most affordably.

Recommendation - Provide guards per 2018 IRC Section R312.1. Retrofit wire fencing to outsides of log guardrails \$750.

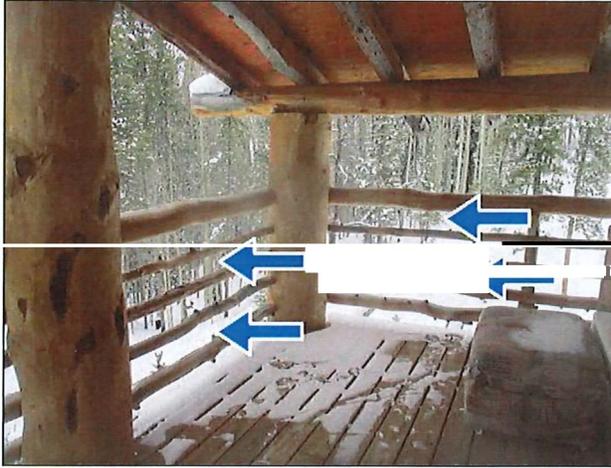
9) Smoke and Carbon Monoxide Detectors non-compliant. Cheap retro fitted battery type units are all failing.

Recommendation- Install interconnected wireless Bluetooth type smoke detectors per 2018 IRC Section R314 in sleeping rooms, habitable spaces and near cooking appliances. Install interconnected wireless Bluetooth type CO detectors per 2018 IRC Section R315 and CRS 38-45- 102 \$750.

General Recommendations for Detached Garage Structure - May want to remove Habitable space. Follow all recommendations from COS report and additional recommendations previously noted in this report.

Total Estimate Remove Apartment/Storage Only \$22,500 (with 20% added for inaccuracies and oversights)

Total Estimate Leave Habitable Space Upstairs Intact \$36,500 (with 20% added for inaccuracies and oversights)



1.4 Rail spacing.



1.4 Install guardrail.

2. Garage

2.3 Ceiling

There is livable space above garage. There is no 5/8" drywall on garage ceiling for required fire separation. There is not a 20 minute rated door between livable space and garage. Stairs and railings do not meet today's standards. Have qualified contractor correct for occupant safety.

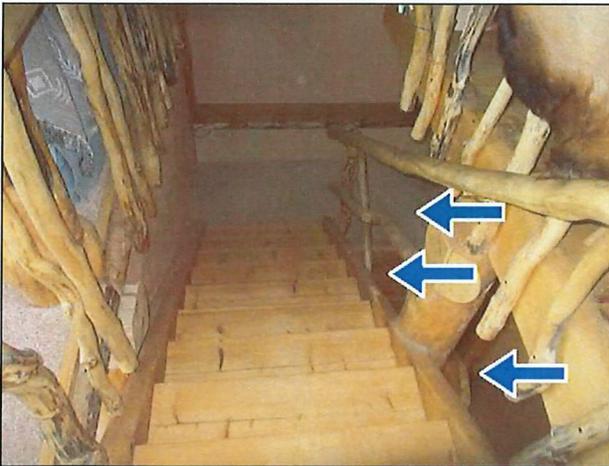
5. Basement/Structure

5.4 Basement Stairway

Install grippable handrail for occupant safety.

Space between balusters/rungs/railings could be hazardous to a small child. Recommend upgrading. Today's standards call for smaller openings throughout.

Have qualified contractor repair the above items for occupant safety.



5.4 Rail spacing.

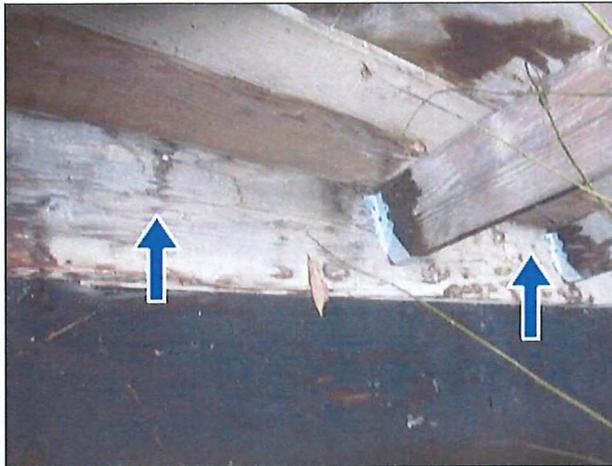


5.4 Install grippable handrail.

5.10 Post

Posts are bearing on wood timbers, concrete pad is typical. Have qualified contractor correct for proper use.

0500 Prospect Gulch Road



1.2 Install lags in rim joist.



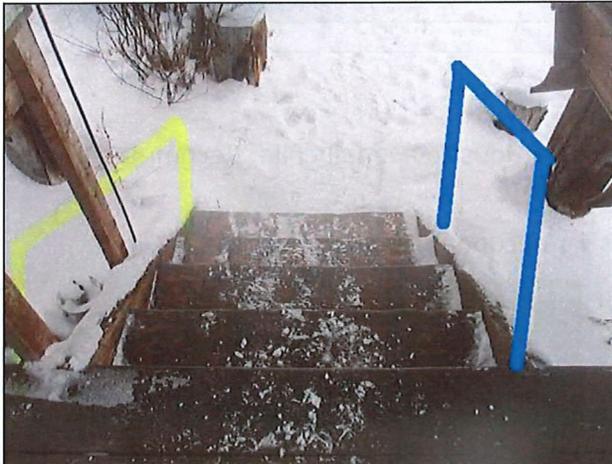
1.2 Post in ground.

1.4 Railing

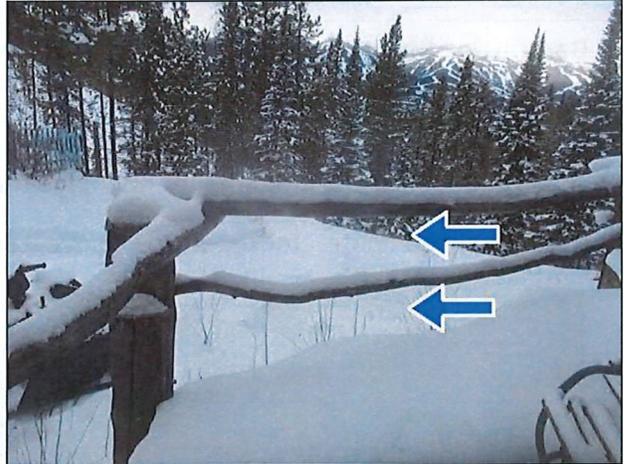
(1) Space between balusters/rungs/railings could be hazardous to a small child. Recommend grading. Today's standards call for smaller openings throughout.

Install grippable handrail as required for safety on all exterior stairs with 4 risers or more. Install guardrails on upper deck.

Have qualified contractor correct the above items for occupant safety.



1.4 Install grippable handrail.



1.4 Rail spacing.

Install grippable handrail for occupant safety.

Stairs do not meet today's standards.

Space between balusters/rungs/railings and stair treads could be hazardous to a small child. Recommend upgrading. Today's standards call for smaller openings.

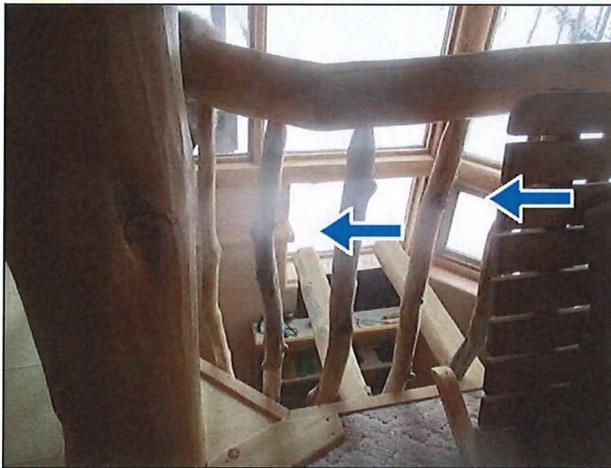
Have qualified contractor correct the above items for occupant safety.



12.3 Steep stairs.



12.3 Rail spacing and install grippable handrail.



12.3 Rail spacing.

12.4 Window

Type: Casement, Wood, Fixed, Thermal, Sliding

Comments:

There is evidence of prior moisture on window frames, casings and sills, most likely from condensation which is typical in this environment. Keep all wood surfaces sealed to prolong life expectancy.

House contains windows with thermal seals. These seals can crack or break at anytime. Check all seals again during walk through to ensure the seals are not cracked. At times it is difficult to detect moisture between panes due to lighting, barometric and humidity levels. No moisture detected between panes at time of inspection.

12.5 Door

There are water marks in places, dry at time of inspection. Ask existing owner for history.

Upper bedroom beam is spliced with cantilever beam below supporting splice, not typical. Have qualified contractor evaluate and advise. Does not appear to be settling.



12.2 Water marks.



12.2 Water marks.

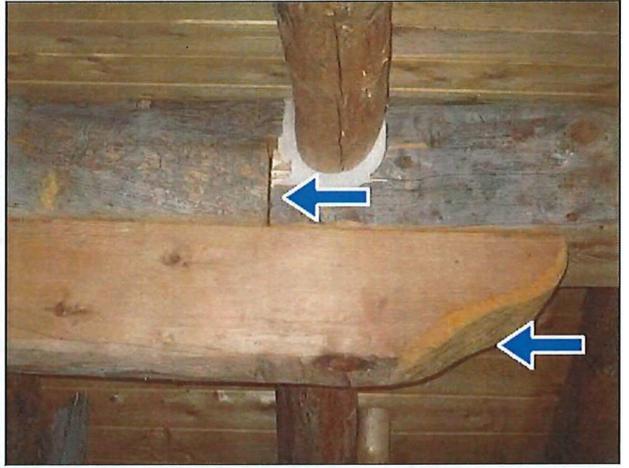


Exhibit B Recommended Maintenance for Solar

From the previous owner: The Premises uses only solar power from the sun shining during the day. Batteries store excess power for use when cloudy or at night.

Please refrain from using microwave, electric space heater, electric pop corn popper, toaster, and other electrical devices that produce heat or have heavy demand.

Washer/dryer, and as much as possible the well pump, should only operate during full sun or when the generator is on.

Important! The solar batteries put off hydrogen gas above 56V charging.

This can be from the sun or generator.

Hydrogen is odorless tasteless explosive gas.

Crack doors to allow hydrogen gas to escape, either when sun is charging or genset.

Batteries perform best, however when they are 70 deg.

Solar panels charge best when they are cold.

Can run genset for short time by programming run time to whatever, then it will go to float and can shutoff generator manually.

Check Batter water monthly before Equalize.

Equalize every 3 months or as needed.

Charge controller charges batteries with solar panels.

Inverter charges batteries with generator.

Both have equalize setting 61.9 Bulk 58 Float 54.

Do not equalize with charge controller/solar.

To equalize with generator:

Press [] button for R button (I)

Turn on 60 amp breaker on generator

Turn inverter green button to EQ, it should be for 2 hours & go to float, turn generator off & set generator green button to off

Colorado Energy Systems 970.456.5234 Glenwood Springs

Ian - cell 303.817.7789

Dave - cell 970.948.1183



Memo

To: Town Council
From: Keely Ambrose, Town Attorney
Jessie Burley, Sustainability and Parking Manager
Date: 3/19/25 (for 3/25/25 Town Council meeting)
Subject: Amended and Restated Ordinance to Reduce Single-Use Plastics and Recycled Paper Carryout Bag Fee (First Reading)

Town Council Goals (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

Council is asked to review on first reading an Amended and Restated Ordinance to Reduce Single-Use Plastics and Recycled Paper Carryout Bag Fee, and, if appropriate, schedule the amended ordinance for a second reading and public hearing.

Background

In 2023, Council approved amendments to the existing Recycled Paper Carryout Bag Fee Ordinance to include prohibitions on local businesses providing single-use plastics for take-out in the form of plastic silverware and Styrofoam food containers. To improve the effectiveness of the 2023 ordinance, staff is recommending the changes as reflected in the proposed amended and restated ordinance, which include:

- Clarification on enforcement options;
- Reorganized sections clearly delineating which provisions apply to the Bag Fee and which provisions apply to the prohibition on single-use plastics;
- Revisions to certain references and definitions within the ordinance for clarity and ease of interpretation.

Public outreach/engagement

The content of the ordinance is not changing; therefore public outreach wasn't needed or conducted.

Financial Implications

There are no increased financial burdens on the Town due to the proposed changes.

Equity Lens

The changes to the ordinance will not increase the cost of compliance to any business (or customer) in Town.

Staff Recommendation

Staff recommends that Town Council review the proposed ordinance, approve it on first reading, and schedule it for a public hearing and second reading.

A BILL FOR AN ORDINANCE REPEALING AND REPLACING ORDINANCE 12, SERIES 2023 TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES.

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

Section 1. That title 5, chapter 12, entitled “REDUCTION OF SINGLE USE PLASTICS AND RECYCLED PAPER CARRYOUT BAG FEE” is hereby repealed and replaced in its entirety with the following language to read as follows:

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

5-12-1: DEFINITIONS:

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

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

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

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

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

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

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

(a) for expandable bead polystyrene, fusion of polymer spheres;

(b) injection molding;

(c) foam molding; and

(d) for extruded foam polystyrene, extrusion blow molding.

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

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

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

PLASTIC: means a synthetic material made from linking monomers through a chemical reaction to create a polymer chain that can be molded or extruded at high heat into various solid forms that retain their defined shapes during their life cycle and after disposal. This includes biopolymer plastics containing PLA (polylactic acid) and PHAs (polyhydroxyalkanoates).

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

POSTCONSUMER RECYCLED CONTENT: means any material that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle. Postconsumer recycled material does not include materials and byproducts generated from original manufacturing and fabrication process.

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

RECYCLED PAPER CARRYOUT BAG: means a bag that is one hundred percent recycled material or other post-consumer content furnished to a customer at a store or retail food establishment at the point of sale for use by the customer to transport or carry purchased items. Recycled carryout bag does not include:

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

(ii) a bag that a pharmacy provides to a customer purchasing prescription medication;

(iii) a bag that a customer uses inside a store to:

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

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

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

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

RETAIL FOOD ESTABLISHMENT: means a retail operation that stores, prepares, or packages food for human consumption or serves or otherwise provides food for human consumption to consumers directly or indirectly through a delivery service, whether such food is consumed on or off the premises or whether there is a charge for such food. "Retail Food Establishment" includes temporary or mobile commercial operations like food trucks and event booths. "Retail Food Establishment" does not mean:

(a) Any private home;

(b) Private boarding houses;

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

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

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

(f) Food or beverage wholesale manufacturing, processing, or packaging plants, or portions thereof, that are subject to regulatory controls under state or federal laws or regulations;

(g) Motor vehicles used only for the transport of food;

(h) Establishments preparing and serving only hot coffee, hot tea, instant hot beverages, and nonpotentially hazardous doughnuts or pastries obtained from sources complying with all laws related to food and food labeling;

(i) Establishments that handle only nonpotentially hazardous prepackaged food and operations serving only commercially prepared, prepackaged foods requiring no preparation other than the heating of food within its original container or package;

(j) Farmers markets and roadside markets that offer only uncut fresh fruit and vegetables for sale;

(k) Automated food merchandising enterprises that supply only prepackaged nonpotentially hazardous food or drink or food or drink in bottles, cans, or cartons only, and operations that dispense only chewing gum or salted nuts in their natural protective covering;

(l). The donation, preparation, sale, or service of food by a nonprofit or charitable organization in conjunction with an event or celebration if such donation, preparation, sale, or service of food:

i. Does not exceed the duration of the event or celebration or a maximum of fifty-two days within a calendar year; and

ii. Takes place in the county in which such nonprofit or charitable organization resides or is principally located.

(m) A home, commercial, private, or public kitchen in which a person produces food products sold directly to consumers pursuant to the "Colorado Cottage Foods Act", section 25-4-1614.

REUSABLE CARRYOUT BAG: means a carryout bag that is designed and manufactured for at least one hundred twenty-five uses, can carry at least twenty-two pounds over a distance of one hundred seventy-five feet, has stitched handles, and is made of cloth, fiber, or other fabric or a recycled material such as polyethylene terephthalate (**PET**). "Reusable carryout bag" does not include bags made of biologically based polymers such as corn or other plant sources; except that a carryout bag made of hemp is a reusable carryout bag if it is designed and manufactured in accordance with the above specifications.

SINGLE USE: means a product designed to be used once and then discarded, and not designed for repeated use or sanitizing.

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

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

WATER BOTTLE means a single-use plastic container of less than one (1) gallon containing drinking water, mineral water, spring water, purified water, still water or distilled water Does not include carbonated water, vitamin water, flavored water, sparkling water, or electrolyte water.

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

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

5-12-3: RECYCLED PAPER CARRYOUT BAG FEE:

- A. A store shall collect twenty-five (\$.25) cents for each recycled paper carryout bag provided to a customer at the point of sale.
- B. A store shall provide an itemized receipt with the number of recycled paper carryout bags provided to a customer per transaction.
- C. If a store has paper carryout bags containing at least forty (40) percent postconsumer recycled content remaining in their inventory on the effective date of this ordinance, a store may provide the remaining inventory to customers until the inventory is gone; provided, however, the store shall charge twenty-five (\$.25) cents per bag provided.

5-12-4: SIGNAGE:

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

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

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

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

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

C. A store shall not refund to the customer any portion of the carryout bag fee, either directly or indirectly, or advertise or otherwise convey to customers that any portion of the carryout bag fee will be refunded.

5-12-6: TOWN RECYCLED PAPER CARRY OUT BAG FEE FUND AND USES:

A. Administration of the fund.

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

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

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

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

BAN ON SINGLE USE PLASTICS AND POLYSTYRENE:

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

B. Beginning January 1, 2024, a retail food establishment in the Town of Breckenridge shall be prohibited from selling or offering for sale any product in any container for ready-to-eat food and beverages that is made of polystyrene products, also known by the trademarked name of Styrofoam®.

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

D. Beginning July 1, 2024, any retail food establishment shall be prohibited from selling, distributing, or offering for sale single use plastic containers for ready-to eat food and beverages and further shall be prohibited from providing single-use plastic food serviceware.

E. If a retail food establishment purchased plastic or polystyrene products before January 1, 2024, the retail food establishment may distribute any remaining inventory until the inventory is depleted.

5-12-10: EXEMPTIONS:

This chapter 12 does not apply to:

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

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

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

D. A clean plastic container brought into a retail food establishment by a customer and used to transport ready-to-eat food.

E. A plastic lined ready-to-eat food container that is primarily made from non-plastic material typically used for hot beverages and soups.

F. A plastic container and/or lid used for condiments, provided it is by customer request.

G. A plastic lid used to contain liquids on an otherwise non-plastic container.

5-12-11: OPT-IN FOR FOOD SERVICWARE AND CONDIMENTS PROVIDED BY RETAIL FOOD ESTABLISHMENTS OR THIRD-PARTY DELIVERY PLATFORMS:

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

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

C. This section shall not apply to:

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

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

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

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

5-12-12: FINES AND PENALTIES FOR SINGLE USE PLASTICS AND POLYSTYRENE :

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

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

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

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

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

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

D. Violations shall be punishable as infractions as set forth in Title 1, Chapter 4 of the Town Code.

5-12-13: AUTHORITY TO ADOPT RULES AND REGULATIONS

The Town Council hereby grants authority to the Division of Public Works to oversee and administer the requirements of this chapter and additional authority to adopt rules and regulations to implement and enforce the requirements of the program.

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

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 25th day of March, 2025. A second reading and public hearing is set for April 8, 2025.

A copy of this Ordinance is available for inspection in the office of the Town Clerk.

ATTEST:

TOWN OF BRECKENRIDGE

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

APPROVED IN FORM

Town Attorney

Date



Memo

To: Town Council
From: James Phelps, Director of Public Works
Date: March 18, 2025 (for 03/25/25 Council meeting)
Subject: Resolution Authorizing the Town of Breckenridge Finance Director as a signatory on an existing State of Colorado Loan

Town Council Goals (Check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

The Town of Breckenridge applied and received a loan from the Colorado Water Resources and Power Development Authority (CWRPDA). The loan was awarded in 2017 for the design and construction of the Breckenridge North Water Treatment Plant. The original loan was \$58M. The aforementioned project was completed in 2023. The original loan has a remaining balance of \$2.1M that has been authorized to reallocate towards the Automated Metering Infrastructure (AMI) Water Metering System Upgrade Project (2025). The loan is administered by the Colorado Department of Public Health and Environment (CDPHE). The resolution attached will authorize Dave Byrd, Finance Director to sign deliverable documents on behalf of the Town.

Background

The AMI water meter upgrade project is approved and scheduled to commence this spring and be completed in 2026. The project cost is \$6.1M dollars. The Town will utilize three funding sources for the project; a \$1M grant from the Department of Local Affairs (DOLA), a \$2.1M existing loan from CWRPDA/CDPHE, and the balance (\$3.0M) from the Town of Breckenridge water utility fund. The previous 2017 resolution is no longer valid and requires a new resolution to authorize Dave Byrd- Finance Director, as a signatory.

Public outreach/engagement

No public outreach or engagement is needed for the resolution.

Financial Implications

There are no additional costs, risks or burdens for the Town on this resolution.

Equity Lens

The Equity Lens does not apply to this housekeeping measure.

Staff Recommendation

Staff recommends Council adopt the attached Resolution authorizing the Finance Director to sign deliverable documents on behalf of the Town of Breckenridge, for the CDPHE/CWRPDA loan.

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

1 RESOLUTION NO. ____

2
3 Series 2025

4
5 **A RESOLUTION DESIGNATING REPRESENTATIVES AUTHORIZED TO**
6 **COORDINATE WITH COLORADO DEPARTMENT OF PUBLIC HEALTH AND**
7 **ENVIRONMENT AND THE COLORADO WATER RESOURCES AND POWER**
8 **DEVELOPMENT AUTHORITY REGARDING FINANCIAL ASSISTANCE MATTERS**

9 **WHEREAS**, the Town of Breckenridge (“Town”) has applied for and received
10 grants and/or loans from the Colorado Department of Public Health and Environment
11 and the Colorado Water Resources and Power Development Authority regarding
12 improvements to the Town’s water system; and

13 **WHEREAS**, Brian Waldes, the former Finance Director for the Town, was
14 previously authorized to represent the Town regarding the signing of loan documents
15 and pay requests for the water meter replacement project grant; and

16 **WHEREAS**, Mr. Waldes is no longer holding his staff position with the Town and
17 the Town Council desires to designate a new representative for the purposes set forth
18 herein.

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

21 **Section 1.** The Town Council hereby designates Dave Byrd, Finance Director
22 for the Town, as the person authorized to sign deliverable documents on behalf of the
23 Town on all financial matters associated with grants and loans administered by the
24 Colorado Department of Public Health and Environment and the Colorado Water
25 Resources and Power Development Authority.

26 **Section 2.** This resolution is effective upon adoption.
27

1 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2025.

2
3 TOWN OF BRECKENRIDGE

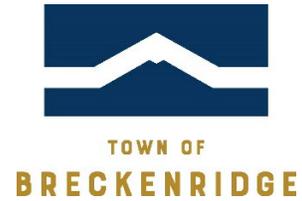
4
5
6
7 By: _____
8 Kelly Owens, Mayor
9

10 ATTEST:

11
12
13
14 _____
15 Helen Cospolich, CMC,
16 Town Clerk
17

18 APPROVED IN FORM

19
20
21
22 _____
23 Town Attorney Date
24
25
26
27
28



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: March 19, 2025
Subject: Planning Commission Decisions of the March 18, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, March 18, 2025:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. [Beaver Run Summer 2025 Conference and Events Tents, 620 Village Rd., PL-2025-0039:](#)

A proposal to install a main tent (40'x100' = 4,000 sq. ft.), a food service/kitchen tent (20'x40' = 800 sq. ft.), an entryway tent (10'x10' = 100 sq. ft.) and a walkway/connector tent from main tent to the service/kitchen tent (10'x10' = 100 sq. ft.) for use during the summer only. The tent will provide additional space for on-site conferences and functions. This tent has been used previously with the same design and location. *Approved.*

TOWN PROJECT HEARINGS:

1. [Driving Range Netting Town Project, 200 Clubhouse Drive, PL-2024-0505:](#)

A proposal to install 30 ft. tall netting along the west side of the Golf Course Driving Range and 20 ft. tall netting along the north end of the Golf Course Driving Range. *Approval Recommended.*

OTHER: None.

PLANNING COMMISSION MEETING

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

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Matt Smith
Ethan Guerra	Elaine Gort remote	Susan Propper	

APPROVAL OF MINUTES

With the below changes, the March 4, 2025 Planning Commission Minutes were approved.

Mr. Giller asked that his comments should be revised to state, “this is a handsome design and code-compliant building,” on page 6.

APPROVAL OF AGENDA

With no changes, the March 18, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comments.

CONSENT CALENDAR:

1. Beaver Run Summer 2025 Conference and Events Tent (EM), 620 Village Rd., PL-2025-0039

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

TOWN PROJECTS:

1. Driving Range Netting (EM), 200 Clubhouse Drive, PL-2024-0505

Ms. Muncy presented a proposal to install 30 ft. tall netting along the west side of the Golf Course Driving Range and 20 ft. tall netting along the north end of the Golf Course Driving Range.

Commissioner Questions / Comments:

There were no questions from Commissioners.

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

Mr. Leas:	This is a modification to what was seen before. Hopefully the changes will be an improvement and have limited visibility for adjacent homeowners.
Mr. Giller:	I like the changes and integration of the netting into the trees.
Ms. Propper:	No comments.
Ms. Gort:	No comments.
Mr. Frechter:	I hope the Town Council received input from golfers as well as residents. I think it is a missed opportunity to not have netting between the driving range hole 1 of the Elk. We’re putting a 30-foot-high fence on the west; there could also be a fence placed below the berm up to 30 feet tall on the east side and it would not be visible and serve a purpose to collect balls. I would encourage Town Council to reconsider not having a fence on that side and for the Recreation Department or Golf Team to reapply.
Mr. Guerra:	No comments.

Ms. Propper made a motion to recommend approval of the Driving Range Netting Town Project to the Town Council, seconded by Mr. Giller. The motion passed 7 to 0.

WORK SESSIONS:

1. Runway Neighborhood Master Plan Amendment Work Session (AB), 51 Fraction Rd., PL-2025-0011
Ms. Brackett presented a proposal to amend the Block 11 Master Plan to allow for the proposed Runway Development to construct 148 workforce housing units plus 44 optional ADUs. The Planning Area-B of the tract will remain allocated to governmental uses, such as open space, recreation, public works storage, and snow storage. The following specific questions were asked of the Commission:

1. Does the Commission agree with the level of architectural design guidance provided in the Master Plan?
2. Does the Commission have any comments on the proposed setbacks and building separations?
3. Does the Commission support individual trash and recycling service for duplex lots?
4. Does the Commission agree with awarding positive three (+3) points for recreation connections?
5. Does the Commission support the proposed fencing?
6. Does the Commission have any other comments on the draft Master Plan?

Mr. Guerra disclosed that the developer applicant for this project, Suzanne Allen-Sabo, is his ex-wife and business partner but he has no financial or other interests in this project and does not feel he should recuse himself. No Commissioners opposed.

Commissioner Questions / Comments:

Mr. Leas: I see over an acre for Planning Area B and we're going to designate that for snow storage and government use. We don't have a lot of area that is developable in the future. I don't understand the logic of that function there because the Town is already hauling snow. Snow from this site could go to wherever other snow is being hauled. I think we should go ahead and plan for future development in Planning Area B by going ahead with utility work and planning for any future home sites in this location. We're being foolish to not do that now. (Mr. Kulick: We have thought about the potential for houses and development in the PA-B location and have had lots of discussions with staff regarding this. The recent housing developments, Alta Verde and Stables Village for examples, have occurred in areas traditionally used by the Town for snow storage. Losing snow storage in this area was a main concern and compromise for Public Works with this project. We can acknowledge that it would be more expensive to place housing here in the future by not doing the utility and planning work now, but this plan does not preclude that from ever happening.) We need to be aware that there is a cost to not developing and planning for this area now.

Mr. Frechter: The building separation of 15 feet would override the 3-foot side setback? (Ms. Brackett: Yes.) Are these setbacks similar to Wellington and Stables? (Ms. Brackett: These setbacks are narrower but allow for room for drainage between buildings.)

Ms. Gort: In the architectural design standards it talks about mining aesthetic, can you elaborate? (Ms. Brackett: We are trying to pull away from that type of vague language open to interpretation. And want to get feedback on removing those details from the master plan.)

Mr. Smith: Has there been consideration for public parking here to access recreation amenities, such as fishing? Something to consider. Setbacks – are they first come first serve? Can a neighbor add an addition to 3 feet and would their neighbor only be allowed 12 feet? There is a potential for conflict there without some clarifying language. (Ms. Brackett: Parking that is not signed as assigned would be open for guests and the public, the way

- public parking for the park is now operated at Blue 52.) (Mr. Kulick: We should consider the public fishing/recreation parking needs.)
- Ms. Propper: Mr. Leas' point about Planning Area B is well taken; I was focusing on the tremendous need for affordable housing in Town, this being one of the last areas to build, and noticed the lack of higher density units. Condos or some greater density units, instead of single-family and duplex units could also be included here. (Mr. Kulick: This being a flatter buildable site and the amount of buildable density, the Council has deliberated about the unit types. There is a need in Town for all housing unit types and this was the desired unit mix of the Council for this location. There could be good arguments for many different unit mixes, but this is the unit mix and price points that the Town Council supports.) Will there be an e-bike station in this neighborhood? (Ms. Brackett: Yes, we are planning for that.)
- Mr. Giller: Will there be any screening from Highway 9 for this neighborhood? (Ms. Brackett: There is no additional screening planned at this time. Mr. Kulick: The grade change from the highway makes screening more tricky. There will be proposed landscaping and softening along the Blue River for the residences that abut the east side.) I would add a goal to the master plan to add more trees on the east to provide buffer to the neighborhood from Highway 9. Fencing, this is a good way to screen neighboring properties from accumulated personal items stored in yards. This design is not a "split-rail" fence but a "timber-rail" fence, we should correct the name in the plan. Should we provide guidance on locating storage sheds, whether they should abut the structure, or design guidelines for locating them? I think it is better when they are closer to the primary residence. (Ms. Brackett: We can draft language to minimize haphazard placement of sheds.)
- Mr. Leas: I think general shed qualifications in the master plan make sense, but specifics could be left to the HOA declarations.
- Mr. Guerra: I clued into the parking and fencing issues raised by other Commissioners and don't have any additional questions.

The applicants, which included Melanie Leas, Housing Project Manager for the Town of Breckenridge, Susanne Allen-Sabo with Allen-Guerra Architecture, and Lindsey Newman and Tori Aidala, both with Norris Designs, gave a presentation on the proposed neighborhood.

- Mr. Frechter: There is a connection between the garage and the homes on these designs. Why are there not more connected garages in Wellington? Some units have built these connections in Wellington after the fact, but our HOA board seems to discourage them. How will the multi-family units pay for trash? (Ms. Allen-Sabo: The townhomes will be in a separate HOA and pay for trash collection separately; this is how we worked it out in Stables Village.) Will there be a new bus route and will it go north and south? (Ms. Brackett: That hasn't been completely worked out, but it will go both directions.) I think we should allow composite materials for fencing, for the same reasons and sustainability issues for the non-natural materials allowed on the structures. This avoids paint chips and required painting maintenance.
- Ms. Gort: No questions.
- Mr. Smith: No questions.
- Mr. Giller: I only have the previously noted questions and comments regarding necessary screening for balconies and porches and my same comments with respect to shed locations.
- Mr. Leas: The bus stop, two are going northbound and southbound on Floradora, and the third is south at Fraction Road, will there be a bus stop further south near Phase 2 homes? (Ms. Aidala: The bus stop for Phase 2 will be an existing stop at the access road north of

Breck Terrace. We did an 800 ft analysis and felt these homes could be served by that existing stop.) The front of the units facing the river, will those have a front door facing the river? (Ms. Allen-Sabo: The front door will be facing the river, although it won't be a "front door." We are doing more studies to add a side door on these units that would function as the front door. We do want to keep the front porch feel on these units facing the river. The front porch roof stepping down would serve a purpose as well to set the neighborhood scale and appearance from the highway view corridor.)

Mr. Smith: Will ADUs be above the garage? (Ms. Sabo: Yes.)
Mr. Guerra: No questions.

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

Mr. Leas: We need to increase density if we are going to solve the housing problem. I think this is a good example of that being done. I can't help but notice since Breck Terrace is adjacent, I think the Town should tell the ski resort that they have the real estate and resources to redevelop Breck Terrace and solve their employee housing issues on their own property. I think this is a great project.

1. Yes.
2. Yes.
3. Yes.
4. Yes.
5. Yes.

Mr. Giller:

1. I would like to again note my previous comments on buffering and screening.
2. Yes.
3. Yes, in this instance.
4. Correct "split rail" to "timber rail."
5. Design has good bones; this is a good orientation of homes with the Blue River and a sound design of the flowing Floradora Drive extension.

Ms. Propper:

1. Yes, I agree with the level of architectural design guidelines.
2. Yes.
3. Yes.
4. Yes.
5. Subject to comments on fencing I agree.

Mr. Smith:

1. Looks like a nice neighborhood. The architectural design requirements are a good level for a master plan.
2. Yes.
3. Yes.
4. Yes.
5. Yes.

Ms. Gort:

1. I agree with comments on screening. Yes.
2. Yes.
3. Yes.
4. Yes.

5. Yes.
6. This is nice to see the effort to balance all these elements: affordability, green infrastructure, access, transit, sustainability, etc. and I applaud the effort put into the project.

Mr. Frechter:

1. I don't agree with these architectural design guidelines. I think the first priority listed should be to maximize workforce housing, not achieve net-zero energy. Since ADUs are an option, it would be interesting to know how many owners built ADUs initially in Wellington versus Lincoln Park. The Council should encourage or mandate the ADUs. At a minimum, the spaces above the garage should be plumbed for ADUs and created to support the future structure. What is the difference in cost to go to net-zero versus a very high energy efficiency? There is a cost-benefit to this. Have previous projects been worth the cost? We could use the savings between going to high efficiency and net-zero to subsidize the price further or subsidize more units. Which is more important to the Town? Net-zero or more housing?
2. Yes to all other questions.

Mr. Guerra:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes, with noting comments from other Commissioners on fencing.
6. This is a beautiful design. I understand the competing factors to get to this point and believe it is a good design outcome.

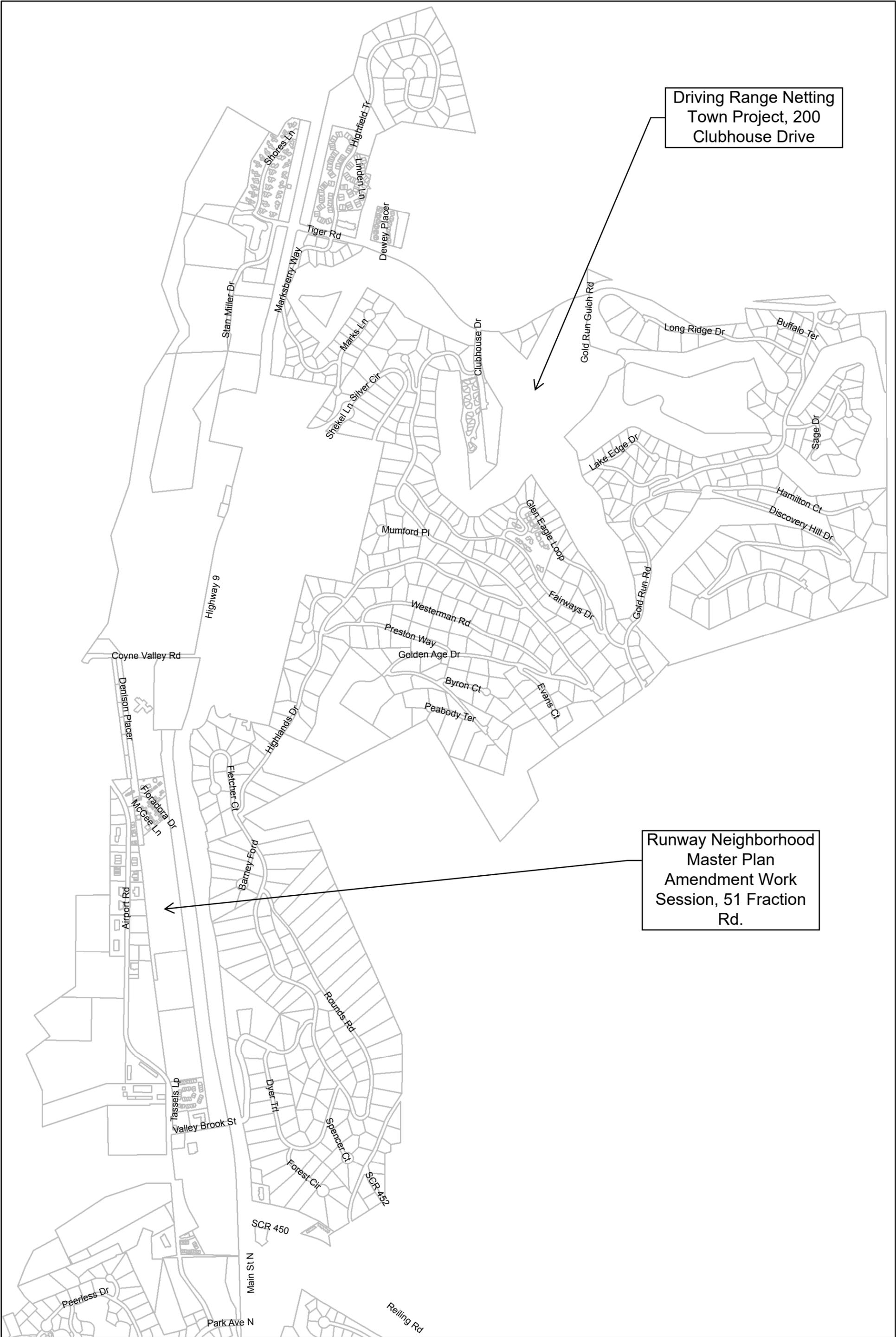
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:24 pm.

Ethan Guerra, Chair





NOT TO SCALE



Beaver Run Summer
2025 Conference and
Event Tents, 620 Village
Rd.

Breckenridge South





TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: 3/19/25 (for 3/25/25)
Subject: Driving Range Netting Town Project

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | More Boots & Bikes, Less Cars | <input type="checkbox"/> | Leading Environmental Stewardship |
| <input type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input type="checkbox"/> | Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> | Organizational Need | | |

Summary

A Town project for the installation of 30 ft. tall netting along the west side of the Golf Course Driving Range and 20 ft. tall netting along the north end of the Golf Course Driving Range.

Background

This project was brought before the Planning Commission on January 7th, where the Commission recommended approval. After undergoing several changes, the project was brought before the Town Council on February 25th and the Commission again on March 18th. There has only been one change to the project since it was last brought before the Council, additional wording was added to note that the west netting will be “field fitted” during installation to potentially reduce the length of the netting and the height of the west netting closer to the maintenance building. The Commission recommended approval.

Public outreach/engagement

Public notice was completed for the project for each Planning Commission and Town Council meeting in accordance with the code requirements.

Financial Implications

This project was included within the 2025 Breckenridge Golf Course budget.

Equity Lens

Staff has reviewed the potential impacts to golfers, staff, and residents that may be affected by the installation of the netting and found that the project balances the needs and safety of golfers and staff with the concerns expressed by residents in the area. Staff also addressed any public comments and concerns expressed around the project.

Staff Recommendation

Staff and Planning Commission recommend approval of the Driving Range Netting Town Project with the attached Findings and Conditions of Approval.

Town Project Staff Report

Subject: Driving Range Netting Town Project
(PL-2024-0505)

Date: March 19, 2025 (for the meeting of March 25, 2025)

Proposal: Installation of 30 ft. tall netting along the west side of the Golf Course Driving Range and 20 ft. tall netting along the north end of the Golf Course Driving Range.

Project Manager: Ellie Muncy, Planner I

Property Owner: Town of Breckenridge

Applicant: Breckenridge Recreation Department

Address: 200 Clubhouse Dr

Legal Description: *TR 6-77 Sec 18 Qtr 4 Acres 152.8830 AKA BRECKENRIDGE GOLF COURSE*

Land Use District: 38: Recreation (Intensity of Use and Structural Type by Special Review)

Area: Breckenridge Golf Course Driving Range: 152.88 acres

Site Conditions: The netting is proposed along the west and north edges of the existing Golf Course Driving Range located centrally within the Breckenridge Golf Course. A homemade netting system of similar height to the proposed system currently runs along the west edge of the Golf Course Driving Range.

Adjacent Uses: North: Golf Course Maintenance Building
South: Golf Course
East: Golf Course and Pond
West: Golf Course and Golf Course Clubhouse

Dimensions: West section: 30 ft. tall x 600 ft. long, typically 40 ft. between poles
North section: 20 ft. tall x 110 ft. long and 20 ft. tall x 40 ft. long, typically 20-22 ft. between poles

Background

The driving range is located centrally within the Breckenridge Golf Course, situated northeast of the Golf Course Clubhouse. At the north end of the driving range is the Golf Course Maintenance Building and a field of solar panels. When the practice tees are pushed forward on the driving range, as part of the tee rotation, the distance to the maintenance facility is closer and balls can hit the maintenance building, parked cars, and the adjacent solar panels. This has resulted in eight solar panels, one car window, and one building window being broken within the last two years. This also presents a hazard to any employees working in that area. The installation of the netting on the north side of the driving range will mitigate the issues caused by stray balls in the area. The proposed netting on the west side of the driving range will replace the existing homemade netting system of a similar height. The existing system was constructed using tree trunks, is roughly 25-30 ft tall and 300 ft long, and has started to degrade since construction. The new netting proposed on the west side will be longer than the existing system and help capture stray balls that may get lost in the natural habitat to the west which will reduce staff disruption of that area. The proposed netting will be below the hillside, along the tree line with minimal disruption to views of the area. During installation, the length of the netting along the west side will be “field fitted” and most likely be reduced once a better understanding of the actual length needed in the area is determined. The height of west netting may also be reduced during construction as the netting extends down the range. Additionally, the north length of netting will be taken down in the winter to further reduce any disruption of views while the west length will remain up year-round and is designed to handle snow loads.

Policy Discussion

Recreation Facilities (20/R): Staff and the Commission find that this is a safety related improvement to an existing facility, which does not increase the recreational opportunities provided. The improvement is thus not eligible for positive points.

Fences, Gates, and Gateway Entrance Monuments (47/A): The proposed netting on the west and north sides of the driving range qualifies as fencing. Policy 47 allows fences outside the Conservation District for several select uses, one of those being around outdoor recreational facilities. The following design standards are defined for recreational facility fencing:

*“Fences around ball fields, tennis courts, or **other outdoor recreation areas** shall use black or dark green coated chainlink fencing, steel or aluminum, or wood. Uncoated or galvanized chainlink fencing is prohibited. This standard applies to fencing of both public and private recreation areas. Wind privacy screens may be incorporated into the fence,” (emphasis added).*



Example photo of a 40' tall netting system

The proposed netting will be a black nylon rope material, and the poles will be a matte black color. The netting is semi-transparent, allowing for high visibility through the netting. Staff and the Commission find the design of the netting to meet the requirements of Policy 47 and is similar to the previously approved safety netting at the Recreation Center’s ball fields. Staff and the Commission are comfortable with the proposed material varying from the material required by Policy 47 for outdoor recreation areas, due to the past precedent set by the approval of the Recreation Center ball field netting. Staff and the Planning Commission have no concerns.

Staff Recommendation

Staff and the Planning Commission find that all Absolute policies have been met and no points are applicable under the Relative Policies.

Staff and the Planning Commission recommend the Town Council approve the Driving Range Netting Town Project (PL-2024-0505), located at 200 Clubhouse Dr., along with the attached Findings and Conditions of Approval.

TOWN OF BRECKENRIDGE

**Driving Range Netting Town Project
200 Clubhouse Dr.
PL-2024-0505**

FINDINGS

1. This project is “Town Project” as defined in Section 9-14-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on January 7, 2025 and March 18, 2025, notice of which were published on the Town’s website for at least five (5) days prior to the hearings as required by Section 9-14-4B of the Breckenridge Town Code. In addition to posting on the Town’s website, notice of the planning commission’s public hearings on a proposed town project shall be given in the same manner as is required for a final hearing on a Class A development permit application pursuant to chapter 1 of this title. Failure of a person to receive the notice described in this section shall not impair the validity of the planning commission’s public hearing on a proposed town project, or the planning commission’s recommendation to the town council with respect to such proposed town project. Because the process of reviewing and approving a town project is discretionary and administrative, and not quasi-judicial, any member of the town council may properly attend the planning commission’s public hearing(s) and deliberations with respect to a proposed town project. At the conclusion of its public hearings, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on March 25, 2025. This Town Project was listed on the Town Council’s agenda for the March 25, 2025, agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to the Town Project in the same manner a recommendation is prepared for a final hearing on a Class A Permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.

7. Per Town Code Section 9-14-2 Town Council Authority Over Town Projects, the Town Council has the authority, in its sole discretion, has the sole and final authority to determine all aspects of the town project, including but not limited to, its location and design. Chapters 1, 3 and 12 of this title and the town of Breckenridge land use guidelines do not apply to town projects, but town projects shall be processed instead in accordance with the provisions of this chapter.

CONDITIONS

- 1. Prior to any ground disturbance, the contractor shall have all underground utilities located.**
- 2. Applicant shall submit a building permit application with all required documentation and obtain approval from the building department before beginning construction.**

The Breckenridge Golf Club has identified the need for netting structures on the driving range. The Phase 1 netting proposal, on the East side of the driving range, was withdrawn from consideration due to feedback received about the aesthetics. The golf course will plant additional trees in this area as an alternative. However, the golf course would still like to move forward with Phases 2 and 3.

Phase 2 will focus on replacing the existing homemade netting system on the West side of the driving range. This netting system is designed to capture errant golf balls that get lost in the native area adjacent to the range. Many years ago, the maintenance staff built a homemade netting system out of tree trunks, roughly 25-30 feet high. This netting system is now rotten, falling apart, and looks very ragged. The proposed netting would have 30-foot poles, with a run of 600 feet along the West edge of the driving range. We believe the visual impact to surrounding homeowners will be very minimal, since it will be tucked below the hillside, along the tree line with trees and shrubs. In addition, the new netting will have greater functionality and will look more professional.



Phase 3 will focus on protecting the maintenance facility, solar panels, and our employees. During the past few years, we have had a significant increase in the number of incidents with errant golf balls causing property damage. There have been numerous solar panels damaged, two shop windows broken, and damage to employee vehicles. These errant golf balls have created a safety hazard for our employees and for our property. The proposed netting system would have 20-foot poles and run 150 feet behind the trees at the maintenance facility. This system will be retractable, and will be taken down during the winter months, so the Nordic operation can function as normal. We believe the visual impact to surrounding homeowners will be minimal, as it will be placed along the tree line.



Thank you for your time and consideration!

LAYOUT PROOF

DISCLAIMER: Sportsfield Specialties, Inc. netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

CUSTOMER SIGNATURE: _____

DATE: _____



KEY:

Phase 3:

North BSS420 Retractable Netting:

- (1) 110'L x 20'H Golf Netting
- (1) 40' x 20'H Golf Netting



- (9) 4" Diameter Poles

Phase 2:

West 600' Run:

- 600'L x 30'H Golf Netting



- (16) 30'H Poles

Image © 2024 Airbus

367 ft



Breckenridge Golf Club

Overhead Layout

Layout, measurements and overall aesthetics shown are approximate. Actual field conditions may vary from what is shown on these sketches.

Verification of loads on any existing structural elements shall be by others.

Final tension and deflection in the netting shall be determined, accepted and maintained by the Owner.

Systems utilizing Dywidag® rope should be expected to sag/stretch after initial installation. SSI strongly recommends that the client prepare for a re-tensioning trip in the weeks/months after initial installation, but this has been excluded from our proposal unless directed otherwise.

2' Minimum Clearance recommended from SSI Batting Tunnels to any walls/ceilings/objects.

SSI cannot be held liable if concrete cracks while installing eyelets or poles at the concrete wall and/or dugout.

Restoration of the warning track, grass, turf, concrete and/or any other surface is not included.

© 2023 / Sportsfield Specialties, Inc. / 1-888-975-3343

LAYOUT PROOF

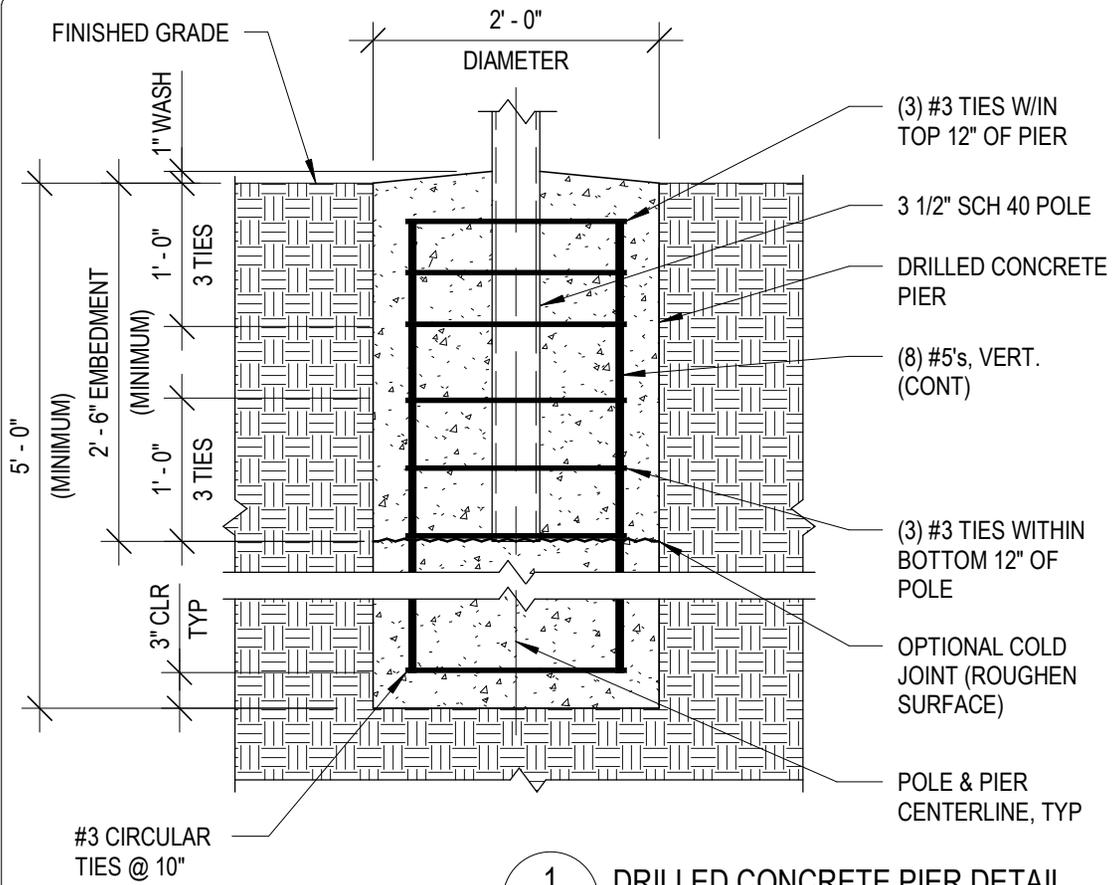
DISCLAIMER: Sportsfield Specialties, Inc. netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

CUSTOMER
SIGNATURE: _____

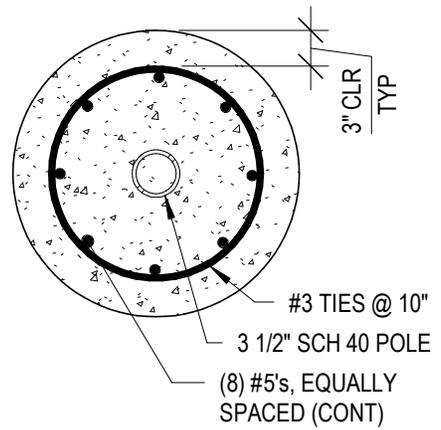
DATE: _____



North Netting (20'H x 125'L) Pole Foundations



- SYSTEM NOTES:**
1. SYSTEM TYPE = STANDARD STORMGUARD BALL SAFETY NETTING SYSTEM (BSS420)
 2. NETTING TYPE = #G295T KNOTLESS POLYESTER NETTING
 3. NETTING HEIGHT = 20' - 0" MAX
 4. POLE HEIGHT = 21' - 0"
 5. POLE SPACING = 25' - 0"
 6. CABLE SAG B/W POLES = 2' - 2" MIN



1
S101
DRILLED CONCRETE PIER DETAIL
 3/4" = 1'-0"

GENERAL NOTES:

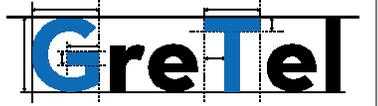
LOADS USED IN DESIGN: DESIGN BASED ON THE BUILDING CODE 2021 OF COLORADO, INTERNATIONAL BUILDING CODE 2021 (IBC 2021), AND ASCE 7-16 WITH SUPPLEMENT 1; WIND: BASIC WIND SPEED (3-SECOND GUST) = 100 MPH (POLE); = 60 MPH (NETTING); WIND EXPOSURE C; RISK CATEGORY I

SOILS INFORMATION: EFFECTIVE UNIT WEIGHT OF SOIL USED FOR FDN DESIGN = 110 PCF; COHESION = 1400 PSF; COHESION (SATURATED) = 190 PSF; THE WATER TABLE HAS BEEN ASSUMED TO BE BELOW THE BOTTOM OF THE FOUNDATION FOR FOUNDATION DESIGN; LATERAL BEARING PRESSURE = 200 PSF/FT BELOW GRADE; IF FOUNDATION IS NOT AUGURED, COMPACT SOIL SURROUNDING FOUNDATION TO 95% MODIFIED PROCTOR. SOIL PROPERTIES HAVE BEEN ASSUMED BASED ON SOILS RESEARCH USING THE U.S. DEPARTMENT OF AGRICULTURE WEB SOIL SURVEY. NO GEOTECHNICAL ENGINEERING EVALUATION WAS PROVIDED. **A REPRESENTATIVE OF THE SOILS ENGINEER SHOULD VERIFY SOIL PROPERTIES PRIOR TO INSTALLATION OF POLE AND POLE FDN.**

CAST-IN-PLACE CONCRETE: MINIMUM ULTIMATE COMPRESSIVE STRENGTH, $F_c = 4,500$ PSI AT 28 DAYS; AIR ENTRAINMENT AT 5.5% +/- 1%; W/C RATIO = 0.46

REINFORCING: ALL REINFORCING FOR CAST-IN-PLACE CONCRETE SHALL BE ASTM A615 BILLET BARS, GRADE 60; DETAIL REINFORCING IN ACCORDANCE WITH THE ACI DETAILING MANUAL

STRUCTURAL ALUMINUM: PIPE SECTIONS SHALL CONFORM TO 6061-T6. PROVIDE BITUMINOUS OR ASPHALTIC COATING ON ALL SURFACES OF EMBEDDED ALUMINUM.



ENGINEERING
 521 GARDNER ROAD APALACHIN, NY 13732
 WWW.GRETELENGINEERING.COM
 (607) 258-0080



IT IS A VIOLATION FOR ANY PERSON TO ALTER THIS DOCUMENT IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A PROFESSIONAL ENGINEER. IF THE DOCUMENT IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE DOCUMENT THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

OWNER: SPORTSFIELD SPECIALTIES

PROJECT TITLE:
 BRECKENRIDGE GOLF COURSE
 BSS420

PROJECT LOCATION:
 200 CLUBHOUSE DRIVE
 BRECKENRIDGE, COLORADO 80424

REVISIONS		
NO.	DESCRIPTION	DATE

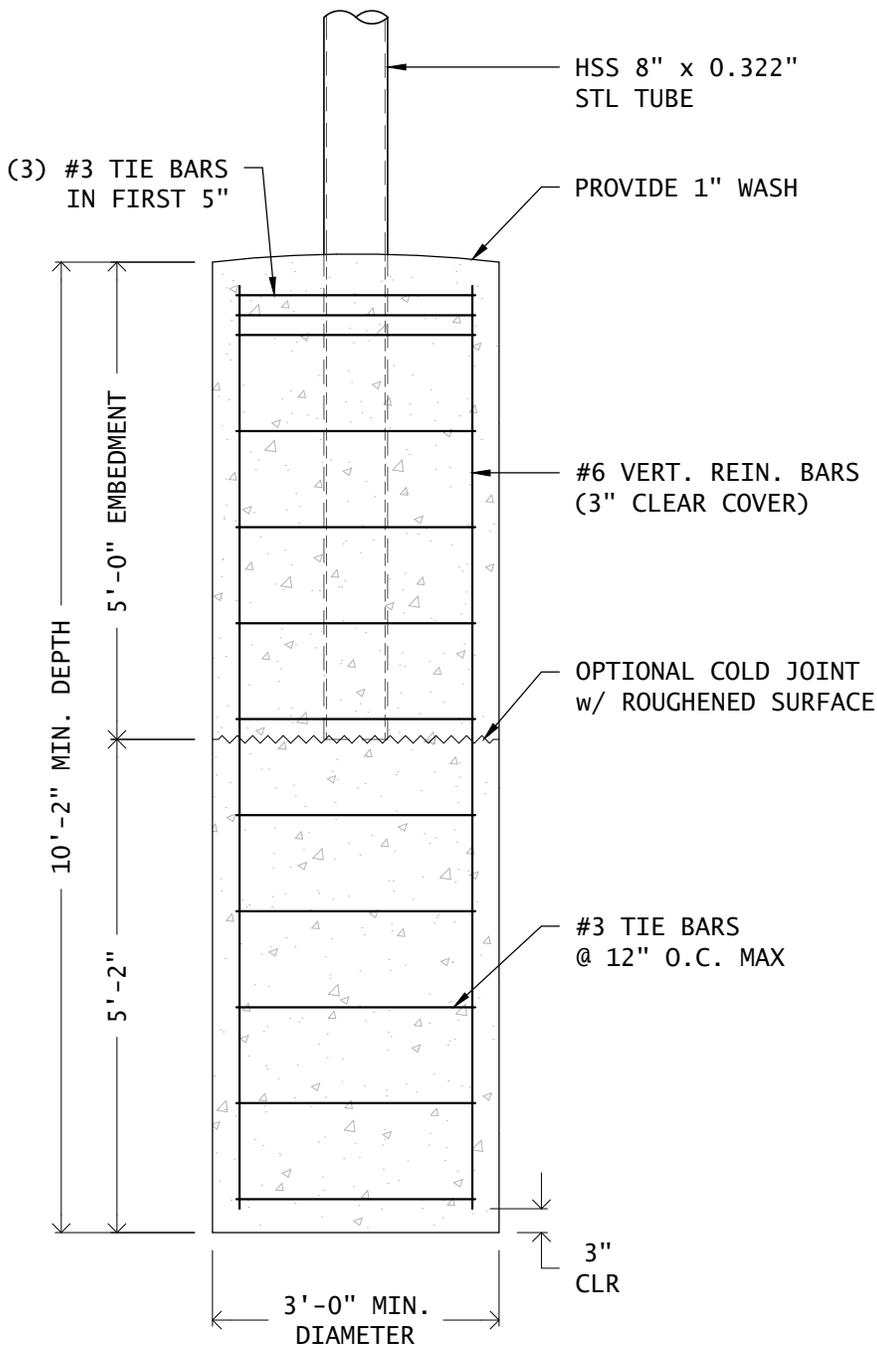
ISSUE DATE: 12/12/24

PROJECT NUMBER: 24-199

SHEET TITLE:
 BSS420 FDN DETAIL

DRAWING NUMBER:
S101

SHEET NUMBER: 1 OF 1

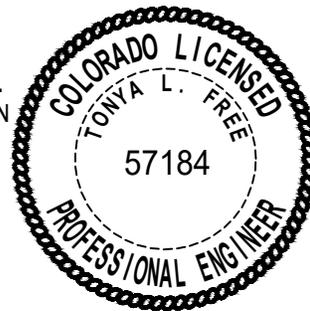
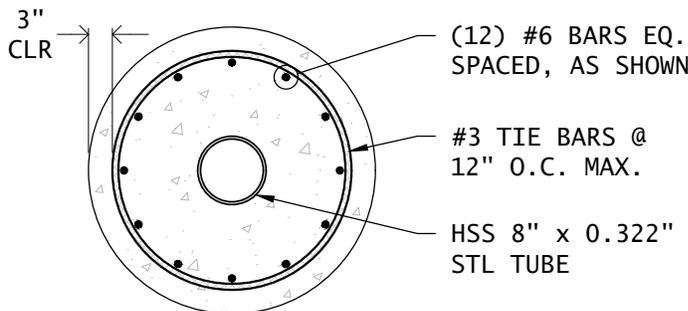


SYSTEM NOTES:

1. FOOTING DESIGNED FOR USE w/ G295T GOLF NETTING, 1" SQ. MESH NETTING
2. MAIN TOP CABLE SIZE = 5/16"
3. BOTTOM CABLE SIZE = 1/4"
4. ESTIMATED SAG = 15.84"
5. POLES CAN BE DIRECTLY EMBEDDED IN LIEU OF USING SLEEVES.

DESIGN CRITERIA:

1. DESIGN LOADS PER ASCE 7-16
EXPOSURE: C
WIND VELOCITY: 100 mph
2. CONCRETE SHALL MEET THE FOLLOWING:
28 DAY STRENGTH - 2,500psi
3. STEEL TUBES TO BE MINIMUM:
A500 Gr. C, Fy = 46 ksi
4. CONC. REBAR TO BE:
GRADE 60, STIRRUP, Fy = 40 ksi
5. SOIL BEARING CAPACITY: 1,500 psf
6. MAX POLE HEIGHT: 30' ABOVE GRADE
7. MAX POLE SPACING: 44' SPAN
8. WATER TABLE ASSUMED TO BE BELOW BOTTOM OF FOOTING, FOR DESIGN.
9. COMPACT SOIL SURROUNDING FOOTING TO 95% MODIFIED PROCTOR.
10. DESIGN OF MATERIAL SEPARATION TO PREVENT REACTION BETWEEN DISSIMILAR MATERIALS, NOT BY RICE ENGINEERING, INC.



#57184
12/19/2024

RICE ENGINEERING
105 School Creek Trail
Luxemburg, WI 54217
www.rice-inc.com
Phone: 920.637.1042
Fax: 920.637.1100
LinkedIn Facebook

PROJECT NAME:
Breckenridge Barrier
200 Clubhouse Dr. Breckenridge, CO 80424

REV	DATE	BY	DESCRIPTION

SPORTSFIELD SPECIALTIES
www.sportsfieldspecialties.com

DISCLAIMER:
THIS CERTIFICATION IS LIMITED TO THE STRUCTURAL DESIGN OF STRUCTURAL COMPONENTS OF THIS BARRIER NETTING SYSTEM. IT DOES NOT INCLUDE RESPONSIBILITY FOR:
• STRUCTURAL DESIGN OF HARDWARE, CLEVISSES AND TURNBUCKLES.
• MISC. PLATES, TIES AND HARDWARE.
• DESIGN OF AIR AND WATER INFILTRATION PREVENTION.
• THE MANUFACTURE, ASSEMBLY OR INSTALLATION OF THE SYSTEM.
• QUANTITIES OF MATERIALS OR DIMENSIONAL ACCURACY OF DRAWINGS.

SHEET TITLE:
FOUNDATION DETAILS

DATE: 12-18-24	SHEET: 01
DRAFTED BY: MPB	



Legend

- Existing West Fence
- Maintenance Building
- North Fence

North netting, viewed from maintenance building parking lot



**North netting, viewed from
maintenance building parking lot**
(West netting visible in background)



North netting, viewed from driving range



West netting, viewed from driving range





TOWN OF BRECKENRIDGE
TOWN COUNCIL

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

Date	Meeting	Location	Time
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March 2025

Tuesday, Mar. 25th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
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April 2025

April 2nd, 2025	Local Scholarship Celebration Night	High School	5:00pm - 8:00pm
April 4th & 5th, 2025	Summit Youth Hockey Avalanche Alumni Tournoi	Ice Rink	All Day
April 5th, 2025	Imperial Challenge	Peak 8	Morning
Tuesday, April 8th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
April 10th, 2025	Dark Sky Business Drop In Event	TBD	8:30am - 10:00am
Tuesday, April 22nd, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm

May 2025

Tuesday, May 13th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
May 21st, 2025	Summit County High School Graduates Parade	Main Street	5:00pm
Tuesday, May 27th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm

Other Meetings

March 25th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
March 26th, 2025	QQ - Quality and Quantity - Water District	Hybrid	10:00am
March 27th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
	Breck Create	South Branch Library	3:30pm
April 1st, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
April 2nd, 2025	Breckenridge Events Committee	Town Hall	9:00am
	I-70 Coalition	Keystone Policy Center	10:00am
	Childcare Advisory Committee	Town Hall	3:00pm
April 8th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
April 10th, 2025	I-70 Coalition	Keystone Policy Center	1:00pm
	Upper Blue Sanitation District	Administrative Office	5:30pm
April 15th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
April 16th, 2025	Social Equity Advisory Commission	Town Hall	5:30pm
April 21st, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Only 2 Council Members at each meeting, a third just means it needs to be posted.

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

Date	Meeting	Location	Time
April 22nd, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
April 24th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
May 6th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
May 7th, 2025	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
	Childcare Advisory Committee	Town Hall	10:00am
	I-70 Coalition	Keystone Policy Center	10:00am
May 8th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
May 13th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
May 14th, 2025	Breckenridge History	Town Hall	Noon
May 19th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
May 20th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
May 21st, 2025	Social Equity Advisory Commission	Town Hall	5:30pm
TBD	Tourism Overlay District Advisory Committee Mtg		10:30am
	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am