



**TOWN OF  
BRECKENRIDGE**

**Town Council Regular Meeting**  
Tuesday, January 10, 2023, 7:00 PM  
Town Hall Council Chambers  
150 Ski Hill Road  
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. THIS MEETING WILL BE HELD IN PERSON AT BRECKENRIDGE TOWN HALL. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND. IN PERSON ATTENDEES MUST NOT ACCESS THE VIRTUAL MEETING WHILE IN COUNCIL CHAMBERS.

This meeting will also be broadcast live over Zoom. Log-in information is available in the calendar section of our website: [www.townofbreckenridge.com](http://www.townofbreckenridge.com). All public comments must be delivered in person in Council Chambers during designated public comment times, by email to [mayor@townofbreckenridge.com](mailto:mayor@townofbreckenridge.com), or by mailed letter, prior to the meeting. 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 - DECEMBER 13, 2022

**III. APPROVAL OF AGENDA**

**IV. COMMUNICATIONS TO COUNCIL**

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

B. BRECKENRIDGE FILM/ ECLIPSE THEATER UPDATE

**V. CONTINUED BUSINESS**

A. SECOND READING OF COUNCIL BILLS, SERIES 2022 & 2023

1. *COUNCIL BILL NO. 39, SERIES 2022 - A BILL FOR AN ORDINANCE AMENDING POLICY 5A AND POLICY 5R PERTAINING TO ARCHITECTURAL COMPATIBILITY AND MAKING CONFORMING AMENDMENTS*

2. *COUNCIL BILL NO. 40, SERIES 2022 - A BILL FOR AN ORDINANCE CONFORMING POLICY 24 (ABSOLUTE) TO THE WORKFORCE HOUSING DIVISION ADMINISTRATIVE RULES AND REGULATIONS*

**VI. NEW BUSINESS**

A. FIRST READING OF COUNCIL BILLS, SERIES 2023

1. *COUNCIL BILL NO. 1, SERIES 2023 - A BILL FOR AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 4 PERTAINING TO ALCOHOL TAKEOUT AND DELIVERY*

*PERMIT NOTIFICATION*

B. RESOLUTIONS, SERIES 2023

1. *RESOLUTION NO. 1, SERIES 2023 - RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY, COLORADO, AND THE TOWNS OF BRECKENRIDGE, FRISCO, AND SILVERTHORNE, COLORADO*

C. OTHER

**VII. PLANNING MATTERS**

A. PLANNING COMMISSION DECISIONS

**VIII. REPORT OF TOWN MANAGER AND STAFF**

**IX. REPORT OF MAYOR AND COUNCIL MEMBERS**

- A. CAST/MMC (Mayor/Town Manager)
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (Mr. Bergeron)
- C. BRECKENRIDGE TOURISM OFFICE (Mr. Carleton)
- D. BRECKENRIDGE HISTORY (Ms. Saade)
- E. BRECKENRIDGE CREATIVE ARTS (Mr. Rankin)
- F. BRECKENRIDGE EVENTS COMMITTEE (Ms. Owens)
- G. CHILD CARE ADVISORY COMMITTEE (Mr. Beckerman)
- H. WORKFORCE HOUSING COMMITTEE (Mr. Carleton/Mr. Rankin)
- I. SOCIAL EQUITY ADVISORY COMMISSION (Ms. Saade)

**X. OTHER MATTERS**

**XI. SCHEDULED MEETINGS**

- A. SCHEDULED MEETINGS FOR JANUARY AND FEBRUARY

**XII. ADJOURNMENT**

**I) CALL TO ORDER, ROLL CALL**

Mayor Mamula called the meeting of December 13, 2022, to order at 7:00pm. The following members answered roll call: Mr. Rankin, Ms. Owens, Ms. Saade, Mr. Bergeron, Mr. Carleton, Mr. Beckerman and Mayor Mamula.

**II) APPROVAL OF MINUTES**

**A) TOWN COUNCIL MINUTES – NOVEMBER 22, 2022**

With no changes or corrections to the meeting minutes of November 22, 2022, Mayor Mamula declared they would stand approved as presented.

**III) APPROVAL OF AGENDA**

Mr. Holman stated there was one change to the agenda, which was to add a proclamation for the Freeride Transit service 25<sup>th</sup> anniversary.

Mayor Mamula declared the agenda approved as amended.

**IV) COMMUNITY LEADERSHIP AWARD**

Ms. Amy Wineland, Director of the Summit County Public Health Department, was awarded the Community Leadership Award. Mayor Mamula explained how Ms. Wineland led Breckenridge and Summit County during the pandemic and was a leader in the state for communications, vaccines and much more. Ms. Wineland thanked the Council for the award and expressed her appreciation for her team and the community during the COVID pandemic.

**V) BRECKENRIDGE FREE RIDE 25<sup>th</sup> ANNIVERSARY PROCLAMATION**

Mayor Mamula read the proclamation into record.

**VI) COMMUNICATIONS TO COUNCIL**

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

Mayor Mamula opened Public Comment.

Mr. Michael Holunis, a local business person, stated he runs the food cart at the Village. He noted that the Village is different from Main Street and he stated he is in favor of directory signage at the Village and he hopes it will happen quickly.

Mr. Randy Conley, Board Chair of Summit Youth Hockey, thanked Council for supporting youth hockey. He stated current membership is over 250 youth playing hockey, with a strong girls' program as well. He thanked for the new women's locker rooms and spoke about the free Mites program funded by donations. Mr. Conley stated he predicts club membership may double over the next 10 years and they will need more ice, so the hockey community will be asking the Town for a skills pad and upgraded ice in the future.

Mr. Hank Scott, a local resident, asked Council to look at Accommodation License fees for a single bedroom when the owner is living in the home full-time.

There were no additional comments and Public Comment was closed.

**B) BRECKENRIDGE CREATIVE ARTS QUARTERLY REPORT**

Ms. Tamara Park, Director of the BCA, presented the Quarterly Report and introduced BCA staff. Ms. Park presented the Sue Nelson Memorial Bench to the Town for the collection, with a proposed location in the Alpine Garden. Council voted in favor of accepting the piece and placing the bench in the Alpine Garden.

Ms. Park spoke specifically about the Base Case Programs, the total economic contribution, total participation, climate consciousness, social equity, and fundraising.

Ms. Owens stated she feels heard with the BCA now, and she especially appreciates the school-based programs and the block parties in the community.

Ms. Park stated the BCA will be refreshing their website and brand in early 2023.

**VII) CONTINUED BUSINESS**

**A) SECOND READING OF COUNCIL BILLS, SERIES 2022 - PUBLIC HEARINGS**

- 1) COUNCIL BILL NO. 37, SERIES 2022 - A BILL FOR AN ORDINANCE ESTABLISHING A REGULATORY FEE IN CONNECTION WITH THE COMMERCIAL MATERIALS MANAGEMENT PROGRAM  
Mayor Mamula read the title into the minutes. Mr. Matt Hulsey stated there were no changes to this ordinance from first reading.

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

Mr. Bergeron asked if we are conveying the idea that the fees are being used to maintain the trash enclosure structures and Mr. Hulsey stated we are only trying to recover the costs and we have reached out to the people who will be impacted by this fee.

Mr. Bergeron moved to approve COUNCIL BILL NO. 37, SERIES 2022 - A BILL FOR AN ORDINANCE ESTABLISHING A REGULATORY FEE IN CONNECTION WITH THE COMMERCIAL MATERIALS MANAGEMENT PROGRAM. Mr. Carleton seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 38, SERIES 2022 - AN ORDINANCE AMENDING CHAPTER 13 PERTAINING TO THE PROCESS FOR BRECKENRIDGE SPECIAL EVENTS AND THE BRECKENRIDGE EVENTS COMMITTEE  
Mayor Mamula read the title into the minutes. Ms. Kirsten Crawford stated there were no changes to this ordinance from first reading.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 38, SERIES 2022 - AN ORDINANCE AMENDING CHAPTER 13 PERTAINING TO THE PROCESS FOR BRECKENRIDGE SPECIAL EVENTS AND THE BRECKENRIDGE EVENTS COMMITTEE. Ms. Saade seconded the motion.

The motion passed 7-0.

**VIII) NEW BUSINESS**

- A) FIRST READING OF COUNCIL BILLS, SERIES 2022
  - 1) COUNCIL BILL NO. 39, SERIES 2022 - A BILL FOR AN ORDINANCE AMENDING POLICY 5A AND POLICY 5R PERTAINING TO ARCHITECTURAL COMPATIBILITY AND MAKING CONFORMING AMENDMENTS  
Mayor Mamula read the title into the minutes. Ms. Sarah Crump stated this ordinance would disallow the use of brick, metal or stucco above 75% on any façade with some exceptions, and would also make changes to the relative policy and assign specific points for certain materials. She further stated staff recommends approval of this ordinance.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 39, SERIES 2022 - A BILL FOR AN ORDINANCE AMENDING POLICY 5A AND POLICY 5R PERTAINING TO ARCHITECTURAL COMPATIBILITY AND MAKING CONFORMING AMENDMENTS. Ms. Owens seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 40, SERIES 2022 - A BILL FOR AN ORDINANCE CONFORMING POLICY 24 (ABSOLUTE) TO THE WORKFORCE HOUSING DIVISION ADMINISTRATIVE RULES AND REGULATIONS  
Mayor Mamula read the title into the minutes. Ms. Laurie Best stated this ordinance will strike out some language for deed restrictions that is required for the employee generation policy, as it already exists in Housing Rules and Regulations, and staff recommends approval of this ordinance.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 38, SERIES 2022 - AN ORDINANCE AMENDING CHAPTER 13 PERTAINING TO THE PROCESS FOR BRECKENRIDGE SPECIAL EVENTS AND THE BRECKENRIDGE EVENTS COMMITTEE. Mr. Carleton seconded the motion.

The motion passed 7-0.

**B) RESOLUTIONS, SERIES 2022**

**1) RESOLUTION NO. 23, SERIES 2022 - A RESOLUTION MAKING SUPPLEMENTAL AND REDUCED APPROPRIATIONS TO THE 2022 TOWN BUDGET**

Mayor Mamula read the title into the minutes. Mr. Dave Byrd stated this resolution will make some additional appropriations, and adjustments to other appropriations, to the 2022 Town budget. He further stated all details can be found in the memo in the packet and staff recommends approval.

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

Mr. Bergeron moved to approve RESOLUTION NO. 23, SERIES 2022 - A RESOLUTION MAKING SUPPLEMENTAL AND REDUCED APPROPRIATIONS TO THE 2022 TOWN BUDGET. Mr. Rankin seconded the motion.

The motion passed 7-0.

**2) RESOLUTION NO. 24, SERIES 2022 - A RESOLUTION CREATING A TEMPORARY ADVISORY COMMISSION KNOWN AS THE "TOWN OF BRECKENRIDGE SOCIAL EQUITY ADVISORY COMMISSION"**

Mayor Mamula read the title into the minutes. Ms. Shannon Haynes stated this resolution would update previous resolutions that created the Social Equity Advisory Commission and serves as a clean-up resolution.

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

Mr. Bergeron moved to approve RESOLUTION NO. 24, SERIES 2022 - A RESOLUTION CREATING A TEMPORARY ADVISORY COMMISSION KNOWN AS THE "TOWN OF BRECKENRIDGE SOCIAL EQUITY ADVISORY COMMISSION". Ms. Saade seconded the motion.

The motion passed 7-0.

**C) OTHER**

**1) REAPPOINTMENT OF TAHJA GRIER TO BRECKENRIDGE SOCIAL EQUITY ADVISORY COMMISSION**

Ms. Haynes stated staff is recommending the reappointment of Ms. Tahja Grier due to her experience and value to the commission.

Mr. Bergeron moved to appoint Ms. Tahja Grier to the BRECKENRIDGE SOCIAL EQUITY ADVISORY COMMISSION. Mr. Carleton seconded the motion.

The motion passed 7-0.

**IX) PLANNING MATTERS**

**A) PLANNING COMMISSION DECISIONS**

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

**X) REPORT OF TOWN MANAGER AND STAFF**

No report.

**XI) REPORT OF MAYOR AND COUNCIL MEMBERS**

**A. CAST/MMC**

Mayor Mamula stated the MMC discussed the County's recycling plan and Xcel gas usage in the County, including a possible new gas pipeline that would be paid for by the users of the system.

**B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE**

Mr. Bergeron stated the meeting last night covered the year in review, including summer trail work and the master plan project.

**C. BRECKENRIDGE TOURISM OFFICE**

No report.

**D. BRECKENRIDGE HISTORY**

No report.

**E. BRECKENRIDGE CREATIVE ARTS**

Mr. Rankin stated BCA has a strategy meeting later this week.

**F. BRECKENRIDGE EVENTS COMMITTEE**

No report.

**G. CHILD CARE ADVISORY COMMITTEE**

No report.

**H. WORKFORCE HOUSING COMMITTEE**

Mr. Carleton stated the committee had a meeting today where they discussed what was brought to the Council work session today, and housing helps, which seems to be getting more traction. Mayor Mamula stated he would like this committee to look at interest rates and figure out how that impacts our housing programs. Mr. Rankin stated the buy-down program was successful this year and thanked staff for their hard work.

**I. SOCIAL EQUITY ADVISORY COMMISSION**

No meeting.

**XII) OTHER MATTERS**

Mr. Bergeron stated he supports the idea that renting a single room in a full-time resident's home shouldn't need a full accommodation license fee. He also stated he is hearing that people are inviting back past guests to avoid paying licensing fees and advertising their units.

Mr. Rankin stated he would like to see an update from Breck Film and the future of the Eclipse Theater. Mayor Mamula stated he thinks the theater has been more successful this year with better films and events.

Mr. Owens suggested adding composting to the south end of Town to serve that part of the community.

Mr. Beckerman thanked Ms. Jody Churich, COO of Breckenridge Ski Resort, for her efforts to support the community and Breckenridge employees.

Ms. Saade asked about a State of the Town and Mayor Mamula suggested hosting something at the end of April. Mr. Holman stated staff will work on this and also look into hosting an evening Coffee Talk with the Mayor.

Mayor Mamula stated he would award to do the Community Leadership Award every 3 months.

**XIII) SCHEDULED MEETINGS**

A) SCHEDULED MEETINGS FOR DECEMBER, JANUARY AND FEBRUARY

**XIV) ADJOURNMENT**

With no further business to discuss, the meeting adjourned at 8:18pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

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Helen Cospolich, CMC, Town Clerk

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Eric S. Mamula, Mayor

DRAFT

# Memo



To: Town Council  
From: Sarah Crump, Planner II  
Date: January 3, 2022 (for meeting of January 10, 2023)  
Subject: Second Reading: Policy 5A and 5R Amendments- Exterior Building Materials

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The Town Council recently reviewed proposed amendments to Policies 5A and 5R: Architectural Compatibility at a first reading on December 13, 2022. The code amendments would establish an exterior building materials matrix applicable to all building types outside the Historic District. The amendments also disallow structures with exterior facades comprised of entirely one material, either brick, metal, or stucco, with the exception of brick for buildings with institutional uses which is allowed at 100 percent per facade.

There are no proposed changes to the draft ordinance from first reading.

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

3 **A BILL FOR AN ORDINANCE AMENDING POLICY 5A and POLICY 5R**  
4 **PERTAINING TO ARCHITECTURAL COMPATIBILITY AND MAKING**  
5 **CONFORMING AMENDMENTS.**

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

8 **Section 1.** That Section 9-1-19-5A, Policy 5 (Absolute) Architectural Compatibility, of  
9 the Breckenridge Development Code shall be amended by deleting the language stricken and  
10 adding the language underlined, to read as follows:

11 **9-1-19-5A: POLICY 5 (ABSOLUTE) ARCHITECTURAL COMPATIBILITY:**

12 A. Color Choices:

13 1. General - Painting: Color choices for all buildings within the town limits shall be made  
14 from those allowed within the range delineated according to the Munsell color notation  
15 system from the "Munsell Book of Color" on display in the Planning Office.

16 The Munsell system of color notation is broken into three (3) categories: hue, chroma  
17 and value. Chroma is the only characteristic with a set limit, which is as follows:

18 Body color is limited to a maximum chroma of 4 (except that if yellow or red is used,  
19 body color is limited to a maximum chroma of 6, trim color is limited to a maximum  
20 chroma of 8 and accent color is limited to a maximum chroma of 10). Trim color is limited  
21 to a maximum chroma of 6. Accent color is limited to a maximum chroma of 8.

22 The number of colors used on one structure is limited to three (3); this does not include  
23 specifically appropriate additional colors as listed in the architectural color placement list  
24 in the design guidelines for such elements as window sashes, porch floors, ceiling half  
25 timbers, roof coverings, flashing, flues, brick, rusted metal, and unfinished natural  
26 surfaces such as rock and stone.

1 If three (3) colors are used, the color that covers the most building area is the body, the  
2 color covering the second most building area is the trim, and the color covering the least  
3 building area is the accent color.

4 If two (2) colors are used, the color covering the lesser area is the trim color for purposes  
5 of regulating of maximum chroma.

6 If a different value or chroma of the same hue is used, this is considered a separate  
7 color.

8 All exterior elements of a building that are metal, such as flues, flashings, etc., shall be  
9 painted a flat, dark color or one that is a compatible color with the building and not be left  
10 nor allowed to become bare metal. The color choices shall be as determined between  
11 the staff and applicant. Exceptions to this policy may occur such as for copper roofs,  
12 etc., which do not require painting.

13 2. Painting Of Contemporary Landmark: Notwithstanding provisions of subsection A(1)  
14 of this section, a contemporary landmark may be painted a color with a chroma different  
15 from that required by subsection A(1) of this section under the following conditions:

16 a. The Planning Commission determines on the basis of credible evidence that  
17 requiring a change in the chroma of the color of the structure would significantly  
18 impair or impede the recognition of the structure by the public;

19 b. The chroma of the color which the structure is to be painted is the same as  
20 the chroma of the historic color which the structure has been continuously  
21 painted for the twenty five (25) years immediately preceding the adoption of the  
22 color requirements set forth in subsection A(1) of this section on April 24, 1990;  
23 and

24 c. Any Class B development permit which authorizes the painting of a  
25 contemporary landmark pursuant to the provisions of this subsection A(2) shall  
26 provide that the chroma of the color of the structure may not be altered without  
27 the structure losing its designation as a contemporary landmark.

28 B. Building Materials: Structures shall not be constructed so that any facade, when measured  
29 from the fascia board to finished grade, is greater than 75 percent brick, metal, nor stucco.

1 Excepting when brick is used for institutional uses as defined under 9-1-5: DEFINITIONS,  
2 “INSTITUTIONAL USE.” This subsection B only applies to areas outside of the Historic District.  
3 Architecture within the Historic District is regulated by the Handbook of Design Standards for the  
4 Historic and Conservation Districts.

5 ~~B. Conservation District: (Rep. by Ord. 15, Series 2013)~~

6 ~~C. Aboveground Density In Historic District: (Rep. by Ord. 1, Series 2019)~~

7 ~~D. C. Within The Cucumber Gulch Overlay Protection District: Within the Cucumber Gulch~~  
8 ~~Overlay Protection District building materials and exterior colors shall blend with the natural~~  
9 ~~landscape. Structures shall be constructed of wood, stone and other natural materials. The use~~  
10 ~~of highly reflective materials is prohibited.~~

11 ~~E. D. Solar Devices:~~

12 ~~1. Within The Conservation District: The preservation of the character of the~~  
13 ~~Conservation District and the historic structures and sites within the Conservation District~~  
14 ~~are of the utmost importance. The town encourages the installation of solar devices as~~  
15 ~~an alternative energy source. It is a goal of this policy to balance sustainability and~~  
16 ~~historic preservation goals of the town.~~

17 ~~There may be instances where solar devices are not appropriate on a particular building~~  
18 ~~or site if such a device is determined by the town to be detrimental to the character of~~  
19 ~~the Conservation District or would result in a reduced State, Federal or local historic~~  
20 ~~rating of a historic structure or district.~~

21 ~~The town allows for solar device placement that is sensitive to the character of the~~  
22 ~~Conservation District and located away from the public street.~~

23 ~~Within the Conservation District a solar device shall be located to reduce the visibility of~~  
24 ~~the solar device from a public street (as opposed to an alley) to the greatest extent~~  
25 ~~practical and to reduce negative impacts to historic structures. In most cases, preference~~  
26 ~~1 will reduce visibility and is the highest and most preferred; preference 5 is the lowest~~  
27 ~~and least preferred. A solar device shall be located in the highest preference possible.~~

28 ~~The order of preference for the location of a solar device within the Conservation District~~  
29 ~~is as follows, unless a less visual option is available on site: 1) as a building integrated~~

1 photovoltaic device; 2) on non-historic structures or additions; 3) on an accessory  
2 structure; 4) on the primary structure; and 5) highly visible from the public street.

3 2. Class C Development Permit: Within the Conservation District, no solar device shall  
4 be installed on a structure or site without first obtaining a Class C development permit.  
5 The application must include photographic and/or three-dimensional visual aspects from  
6 public streets and alleys within a one block radius or four hundred feet (400') (whichever  
7 is greater) of the building or site. Solar devices are encouraged to be installed on a  
8 nonhistoric building or building addition and integrated into the building design. To  
9 ensure that the character of the Conservation District and its historic structures and sites  
10 are protected, an application for a development permit to install a solar device within the  
11 Conservation District will be reviewed under the following requirements:

12 a. General Requirements For All Installations: Solar devices on roofs shall be  
13 placed on a noncharacter defining roofline of a nonprimary elevation (not highly  
14 visible from a street). For lots which have exhausted the preferred placement  
15 options as set forth above, solar devices that are visible from the street may be  
16 appropriate if they are designed to have minimal visual impacts from the street  
17 and do not result in detrimental character to the Conservation District, or a  
18 reduced State, Federal or local historic rating for the structure or surrounding  
19 structures, as determined by the town.

20 Solar devices and related mechanical equipment and mounting structures shall  
21 be nonreflective such as an anodized finish. Mechanical equipment associated  
22 with the solar device such as invertors, convertors and tubing attached to the  
23 building fascia shall be painted to match the building color to blend into the  
24 building. Solar devices shall be located so as not to alter a historic roofline or  
25 character defining features such as dormers or chimneys.

26 b. Sloped Roof Installations: All solar devices on sloped roofs must run parallel  
27 to the roofline. Roof mounted solar devices shall not break the existing ridgeline  
28 of the roof to which the solar device is mounted. All solar devices shall run  
29 parallel to the original roofline and shall not extend beyond the edge of the roof  
30 on which the device is installed.

1 c. Flat Roof Installations: Solar devices and mounting structures shall not be  
2 visible from any public street or alley within the Conservation District.

3 d. Building Integrated Solar Devices For New Structures: Applications for new  
4 structures within the Conservation District are encouraged to include building  
5 integrated solar devices into the initial design, including a similar roof color,  
6 rather than as a later addition. Solar devices which contrast with the color of the  
7 roof of new or historic structures are inappropriate and are not allowed if found to  
8 be detrimental to the character of the Conservation District.

9 e. Detached Solar Devices: Detached arrays of solar devices are prohibited.

10 f. Historic Buildings: On historic buildings, character defining elements such as  
11 historic windows, walls, siding or shutters which face a public street or contribute  
12 to the character of the building shall not be altered in connection with the  
13 installation of solar devices. Solar devices in nonhistoric windows, walls, siding or  
14 shutters which are not visible from a public street are encouraged.

15 3. Outside The Conservation District: The town encourages the installation of solar  
16 devices on structures or sites located outside the Conservation District as an alternative  
17 energy source. The following regulations shall apply to the installation of solar devices  
18 outside the Conservation District:

19 a. No solar device shall be installed on a structure or site without first obtaining a  
20 Class D minor development permit. The Director shall have the authority to  
21 reclassify an application as a Class C application, and to require review by the  
22 Planning Commission, if he feels the purpose of this code would be best served  
23 by the reclassification. Reclassification shall be done pursuant to the definition of  
24 "classification" in section [9-1-5](#) of this chapter.

25 Outside of the Conservation District a solar device shall be located based upon  
26 the following order of preference. Preference 1 is the highest and most preferred;  
27 preference 6 is the lowest and least preferred. A solar device shall be located in  
28 the highest preference possible. The order of preference for the location of a  
29 solar device outside of the Conservation District is as follows: 1) as a building  
30 integrated photovoltaic device; 2) flush mounted (9 inches above the roofline)

1 panel on an accessory structure roof, or as a detached array of solar devices; 3)  
2 flush mounted roof panel on the primary structure or screened detached array; 4)  
3 a tilted roof mounted panel that is not highly visible from the public right-of-way;  
4 5) a tilted or angled and tilted roof mounted panel that is not highly visible from  
5 the public right-of-way; and 6) a tilted or angled and tilted roof mounted panel  
6 that is highly visible from the public right-of-way.

7 b. Roof mounted solar devices shall run as closely parallel to the roofline as  
8 possible while still maintaining efficient solar access. Solar devices and related  
9 mechanical equipment and mounting structures shall be nonreflective such as an  
10 anodized finish. Mechanical equipment associated with the solar device such as  
11 invertors, convertors and tubing attached to the building fascia shall be painted to  
12 match the building color to blend into the building. New structures are  
13 encouraged to include building integrated solar devices into the initial design,  
14 rather than as a later addition.

15 c. Roof mounted solar devices shall not break the existing ridgeline of the roof to  
16 which the panels are mounted. All mounting structures shall be on the same  
17 roofline as the panels. Elevated solar arrays which follow the orientation of the  
18 roofline are allowed. An east or west facing roof may have an angled orientation  
19 in relation to the existing roofline. A maximum tilt angle of forty five degrees (45°)  
20 is allowed for electrical solar devices. An elevated array for a solar hot water  
21 heating system may have a maximum tilt angle of fifty degrees (50°) and a  
22 maximum tilt angle of fifty five degrees (55°) for a solar heating system.

23 d. Solar devices which appear as an awning may be mounted onto building  
24 facades or decks.

25 e. The location of detached solar devices shall also consider visibility from  
26 adjacent properties and public right-of-way, which shall be reduced to the extent  
27 possible while still maintaining solar access. Detached solar devices which serve  
28 the structure on the site may be located outside of the building or disturbance  
29 envelope if no significant existing vegetation must be removed for the installation  
30 and an adequate buffer is provided to adjacent properties.

1 4. Removal: Any solar devices that fall into a state of disrepair or that cease to be fully  
2 operational for more than ninety (90) days shall be removed and properly discarded. The  
3 landowner's obligation to comply with this requirement shall be contained in a recorded  
4 restrictive covenant acceptable in form and substance to the town attorney.

5 **Section 2.** That Section 9-1-19-5R: POLICY 5 (RELATIVE) ARCHITECTURAL  
6 COMPATIBILITY be amended by deleting the language stricken and adding the language  
7 underlined to read as follows:

8 **9-1-19-5R: POLICY 5 (RELATIVE) ARCHITECTURAL COMPATIBILITY:**

9 The town hereby finds that excessive similarity, dissimilarity, or poor quality design of any  
10 building adversely affects the desirability of the immediate area and the community as a whole,  
11 and by so doing impairs the benefits of existing property owners, the stability and value of real  
12 property, produces degeneration of property with attendant deterioration of conditions affecting  
13 health, safety, and general welfare of the community, and destroys a proper relationship  
14 between the taxable value of real property and the cost of Municipal services provided therefor.  
15 Features of design include, but are not limited to, size, shape, scale, proportions, solid to void  
16 ratios, texture, pattern and color of materials, and architectural elements and details.

17 3 x (-2/+2) A. General Architectural And Aesthetic Compatibility: All proposed  
18 new developments, alterations, or additions are strongly encouraged to be architecturally  
19 compatible with the general design criteria specified in the land use guidelines. It is  
20 strongly encouraged that cut and fill slopes be kept to a minimum, and that the site,  
21 when viewed from adjacent properties, be integrated into its natural surroundings as  
22 much as possible. In addition, excessive similarity or dissimilarity to other structures  
23 existing, or for which a permit has been issued, or to any other structure included in the  
24 same permit application, facing upon the same or intersecting streets within the same or  
25 adjacent land use districts is discouraged. This subsection A only applies to areas  
26 outside of the Historic District. Architecture within the Historic District is regulated by the  
27 Handbook of Design Standards for the Historic and Conservation Districts.

28 Exterior building materials and colors should not unduly contrast with the site's background. The  
29 use of natural materials, such as logs, timbers, wood siding and stone, are strongly encouraged  
30 because they weather well and reflect the area's indigenous architecture. ~~Brick is an acceptable~~  
31 ~~building material on smaller building elements, provided an earth tone color is selected. Stucco~~

1 is an acceptable building material so long as an earth tone color is selected, but its use is  
 2 discouraged and negative points shall be assessed if the application exceeds twenty five  
 3 percent (25%) on any elevation as measured from the bottom of the fascia board to finished  
 4 grade. Such measurement shall include column elements, windows and chimneys, but shall not  
 5 include decks and railing elements. Fiber cement siding may be used without the assignment of  
 6 negative points only if there are natural materials on each elevation of the structure (such as  
 7 accents or a natural stone base) and the fiber cement siding is compatible with the general  
 8 design criteria listed in the land use guidelines. Roof materials should be nonreflective and  
 9 blend into the site's backdrop as much as possible. Inappropriate exterior building materials  
 10 include, but are not limited to, untextured exposed concrete, untextured or unfinished unit  
 11 masonry, highly reflective glass, reflective metal roof, and unpainted aluminum window frames.  
 12 This subsection A applies only to areas outside of the Conservation District, but does not apply  
 13 to the Cucumber Gulch Overlay Protection District (see section [9-1-19-5A](#), "Policy 5 (Absolute)  
 14 Architectural Compatibility", subsection D C, of this chapter).

15 B. Exterior building materials listed in the table below are regulated per façade. Exterior  
 16 building materials not considered in this Development Code will be considered on a  
 17 case-by-case basis and may require input from the Planning Commission regarding their  
 18 use. This subsection B only applies to areas outside of the Historic District. Architecture  
 19 within the Historic District is regulated by the Handbook of Design Standards for the  
 20 Historic and Conservation Districts.

21

<u>Material</u>	<u>Points*</u>	<u>Notes</u>
<u>Brick</u>	<u>Allowed as an accent or on smaller elements up to 25% of each façade with no negative points</u>  <u>&gt;25-50% of any façade warrants negative two (-2) points</u>	<u>Bricks should be a natural earth-tone color and brick style that is appropriate for the historical and mountain context of Breckenridge. Additional points under Section A. may be assigned for bricks that are of a color or dimension not typical of the historic or mountain context of Breckenridge.</u>

	<p><u>&gt;50-75% of any façade warrants negative four (-4) points</u></p> <p><u>&gt;75-100% of any façade is prohibited with some exceptions per section 9-1-19-5A-B</u></p>	<p><u>Buildings defined as an institutional use may be constructed of brick without the assignment of negative points.</u></p>
<p><u>Composite wood siding</u></p>	<p><u>&gt;0-33% of any façade warrants negative two (-2) points</u></p> <p><u>&gt;33-66% of any façade warrants negative four (-4) points</u></p> <p><u>&gt;66-100% of any façade warrants negative six (-6) points</u></p>	
<p><u>Metal siding</u></p>	<p><u>Up to 25% per façade warrants no negative points</u></p> <p><u>&gt;25-50% of any façade warrants negative two (-2) points</u></p> <p><u>&gt;50-75% of any façade warrants negative four (-4) points</u></p> <p><u>&gt;75-100% of any façade is prohibited per section 9-1-19-5A-B</u></p>	<p><u>Per 9-1-19-5A Section A. 1. all exterior metal elements must be non-reflective.</u></p>

<u>Fiber cement siding</u>	<u>Warrants negative three (-3) points when applied with no supplemental natural materials.</u>	<u>No negative points will be assigned when applied with natural materials such as natural wood accents or a natural stone base on each elevation and provided the fiber cement siding is compatible with the general design criteria listed in the land use guidelines. **</u>
<u>Stucco</u>	<u>Up to 25% per façade warrants no negative points</u>  <u>&gt;25-50% of any façade warrants negative two (-2) points</u>  <u>&gt;50-75% of any façade warrants negative four (-4) points</u>  <u>&gt;75-100% &gt; of any façade is prohibited per section 9-1-19-5A-B</u>	<u>Natural earth-tone colors are recommended. Additional negative points could be assigned under Section A. of the Policy if non-natural colors are applied.</u>

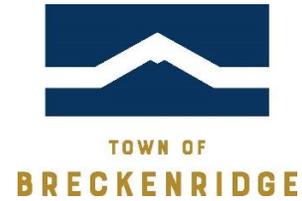
1 \*To determine the allocation of points, façade area is measured from the fascia board to  
2 finished grade. Such measurement shall include column elements, windows, and  
3 chimneys, but shall not include decks and railing elements.

4 \*\*Natural materials for the purpose of offsetting the application of fiber cement siding can  
5 include elements such as railings, decking, or other architectural details not included in  
6 the calculation of the façade area as long as these natural material elements are applied  
7 on the same elevations as the fiber cement siding.

8 B. C. Historic And Conservation Districts: For all projects within the Historic or  
9 Conservation Districts, see section [9-1-19-24A](#), "Policy 24 (Absolute) The Social  
10 Community", and section [9-1-19-24R](#), "Policy 24 (Relative) Social Community", of this  
11 chapter.

12





# Memo

**To:** Breckenridge Town Council Members  
**From:** Laurie Best, Housing Manager  
**Date:** 1/4/2023 (for January 10, 2023)  
**Subject:** A BILL FOR AN ORDINANCE CONFORMING POLICY 24 (ABSOLUTE) TO THE WORKFORCE HOUSING DIVISION ADMINISTRATIVE RULES AND REGULATIONS-Second Reading

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The purpose of the Ordinance is to eliminate language in Policy 24 of the Development Code that established specific deed restriction terms and enforcement procedures. The terms of the deed restriction and the enforcement procedures are addressed in the Town's recently adopted Administrative Rules and Regulations for workforce housing which were adopted in October of 2022. It is duplicative to have these provisions in two different places and could cause confusion. There are no changes to this ordinance since it was approved by Council at first reading on 12/23/2022.

Summary/Recommendations:

Staff recommends approval of this Ordinance to amend Policy 24 of the Development Code, specifically to strike language that is better addressed in the recently adopted Administrative Rules and Regulations. All other elements of Policy 24, which include the amount of housing required, will remain unchanged. Staff will be available to answer questions at your meeting.

**A BILL FOR AN ORDINANCE CONFORMING POLICY 24 (ABSOLUTE) TO THE WORKFORCE HOUSING DIVISION ADMINISTRATIVE RULES AND REGULATIONS.**

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

That subsection H of section 9-1-19-24A:POLICY 24 (ABSOLUTE) entitled "THE SOCIAL COMMUNITY" of the code is hereby amended by adding the language underlined and deleting the language stricken as follows:

H. Occupancy And Deed Restrictions:

1. ~~Each employee housing unit provided pursuant to this policy shall be encumbered by a properly recorded restrictive covenant in a form acceptable to the town attorney. The terms of such restrictive covenant shall be consistent with the Administrative Rules and Regulations Pertaining to Workforce Housing, as amended from time to time this policy, and such restrictive covenant shall not be subordinate to any senior lien or encumbrance, except the lien of the general property taxes.~~
2. ~~Employee Housing shall not be leased or rented for a period less than one hundred twenty (120) consecutive days.~~
3. ~~Employee housing may be sold or transferred as a separate unit on the site.~~
4. ~~Employee housing shall not remain vacant for a period in excess of three (3) consecutive months unless, despite the owner's reasonable and documented efforts to fill the vacancy, the employee housing remains unoccupied.~~
5. ~~Employee housing shall be occupied at all times by a person eighteen (18) years of age or older who, during the entire period of his or her occupancy of the employee housing, earns his or her living by working for a business located in and serving in Summit County, Colorado, an average of at least thirty (30) hours per week, together with such person's spouse and minor children, if any.~~
6. ~~Each year, the owner of an employee housing unit shall submit an affidavit of compliance to the town, or its assignee, containing the following information:~~
  - a. ~~Evidence to establish that the employee housing unit has been occupied throughout the year by an employee;~~
  - b. ~~The rental rate (unless owner occupied);~~
  - c. ~~The employee's employer; and~~

~~d. Evidence to demonstrate that at least one person residing in the employee housing is an employee as defined in subsection (5), above.~~

~~I. Timing: All employee housing required by this policy shall be provided prior to the issuance of a Certificate of Occupancy for the affected development.~~

~~J. No Taking: The town council intends that the application of this policy not result in an unlawful taking of private property without the payment of just compensation.~~

~~K. Acknowledgement Of Summit County Housing Authority Impact Fee: In connection with the adoption of this policy the town council considered the contributions made by the "Housing Development Impact Fee For Affordable Housing Purposes" adopted by the Summit Combined Housing Authority on December 6, 2006.~~

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

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.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2022. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_ day of \_\_\_\_\_, 2022, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
Eric S. Mamula, Mayor

ATTEST:

\_\_\_\_\_  
Helen Cospolich, CMC,  
Town Clerk



# Memo

**To:** Breckenridge Town Council Members  
**From:** Helen Cospolich, Town Clerk  
**Date:** 12/20/2022  
**Subject:** Alcohol Takeout and Delivery Permit Required Ordinance

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The State of Colorado recently implemented a state-only permit allowing for takeout and delivery of alcohol from liquor-licensed establishments. As this permit is issued by the state without local approval, the Town is seeking to amend code to require local licensees to notify the Town within 10 days of receiving this type of permit. Staff believes it is important for enforcement purposes to have record of which businesses are allowing takeout and delivery alcohol.

Upon approval of this ordinance, staff will communicate with all liquor licensees about this new requirement (by email and mail).

Staff will be available at this meeting to answer any questions you may have.

**A BILL FOR AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 4  
PERTAINING TO ALCOHOL TAKEOUT AND DELIVERY PERMIT  
NOTIFICATION.**

WHEREAS, under C.R.S. § 44-3-911, all eligible licensees wishing to provide alcohol beverages for takeout and delivery must apply for a state permit; and

WHEREAS, the Town Council wishes to require all licensees located within the Town who obtain a state takeout and delivery permit to notify the Town of such permit.

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

**Section 1.** The Breckenridge municipal code is hereby amended by adding a new section 4-3-27 to title 4, chapter 3, entitled "Takeout and delivery permit notification" underlined to read as follows:

4-3-27: Takeout and delivery permit notification.

A. Any licensee who receives a permit from the state licensing authority for takeout and delivery of alcohol must notify the Town Clerk of such permit within ten (10) days after receiving such permit.

B. Any licensee who has already received such permit prior to the effective date of this ordinance must notify the Town Clerk of such permit within ten (10) days after the effective date of this ordinance.

**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 10th day of January, 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 24th day of January, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

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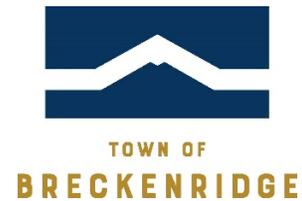
TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
Eric S. Mamula, Mayor

ATTEST:

\_\_\_\_\_  
Helen Cospolich, CMC,  
Town Clerk

DRAFT



# Memo

To: Breckenridge Town Council Members  
From: Shannon Haynes, Deputy Town Manager  
Date: 1/4/2023  
Subject: Opioid Settlement Funds Intergovernmental Agreement (IGA)

---

The use of opioids in the United States has increased dramatically since the opioid crisis began in the 1990's. Increased use has resulted in a corollary rise in overdoses and deaths. The number of opioid overdose deaths increased nearly 65% between 2019 and 2021. During those same years, deaths from synthetic opioids in Colorado increased by 253% (from 255 to 900). As a result of the increase in opioid use, related addiction, incidents of overdose, and deaths, opioid manufacturers and distributors are facing numerous lawsuits. These lawsuits allege manufacturers and distributors misrepresented the risk of addiction and espoused benefits of opioid medication without disclosing the risk.

On October 26, 2021, Town Council adopted a [resolution](#) granting the Town Manager approval to execute the Colorado Opioids Settlement Memorandum of Understanding (Colorado MOU), which establishes the way in which settlement funds will be divided and distributed within the State. The Colorado MOU also details the approved purposes for the funds, which include, but are not limited to, treatment, prevention, services for children, and training.

Staff is recommending collaboration with Summit County Public Health to reduce overuse, misuse and deaths related to opioids in Summit County. Settlement funds will be used to promote public health and welfare, including efforts to reduce the use of fentanyl, which caused five out of six overdose deaths in Summit County in 2021.

If approved, the Town will enter into an IGA with Summit County Government, the Town of Frisco, and the Town of Silverthorne to utilize our combined settlement funds to reduce opioid use in Summit County. The attached IGA details 1) the approved uses for funds, 2) a requirement to create an Opioid Funds Advisory Board (comparable to the existing "Special Sales Tax Advisory Board overseeing nicotine tax funds), and 3) an obligation to produce an annual "Opioid Fund Program Report". The annual report will include, expenditure data, a description of strategies and costs of each program, certification that all expenditures were utilized for approved purposes, and an evaluation of program efficacy.

Staff believes collaborating with Summit County Public Health and combining funds with our governmental partners will provide an opportunity to develop and fund effective and creative efforts to combat opioid use in our community.

Staff will be available at the January 10 work session to answer questions.

1 RESOLUTION NO. \_\_\_\_

2  
3 Series 2022

4  
5 **RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH**  
6 **SUMMIT COUNTY, COLORADO, AND THE TOWNS OF BRECKENRIDGE,**  
7 **FRISCO, AND SILVERTHORNE, COLORADO.**  
8

9 WHEREAS, the Town of Breckenridge, along with other participating Colorado local  
10 governments and the state of Colorado (“Plaintiffs”) reached a settlement agreement with  
11 various pharmaceutical manufacturers and distributors regarding the national opioid crisis;

12 WHEREAS, the Plaintiffs entered into the Colorado Opioids Settlement Memorandum of  
13 Understanding signed by Colorado Attorney General Philip J. Weiser on August 26, 2021, which  
14 governs the allocation, distribution, sharing, and expenditure of any settlement proceeds paid to  
15 Plaintiffs in connection with the opioid litigation;

16 WHEREAS, in order for the Town to receive its share of the proceeds from the  
17 settlement, the Town entered into a Subdivision Settlement Participation Form releasing claims  
18 against the major distributors;

19 WHEREAS, the Town further entered into a Colorado Subdivision Escrow Agreement  
20 which governs the release of the funds in accordance with the MOU; and,

21 WHEREAS, the Parties desire to enter into this Agreement to collaborate with Summit  
22 County Public Health Department to promote the collective use of opioid settlement funds for  
23 to reduce overuse, misuse and deaths related to synthetic opioids in Summit County.

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

26 Section 1. That the Town hereby approves the execution of the Intergovernmental  
27 Agreement with Summit County, Colorado, And The Towns Of Breckenridge, Frisco, And  
28 Silverthorne, Colorado.

29 Section 2. All resolutions, or parts thereof, inconsistent herewith are hereby repealed to  
30 the extent only of such inconsistency. This repealer shall not be construed to revive any such  
31 resolution, or part thereof, heretofore repealed.

32  
33 Section 3. This resolution is effective upon adoption.

34 Section 4. Minor changes to or amendments of the approved agreement may be made  
35 by the Town Attorney if the proposed changes or amendments do not substantially affect the

1 essential elements of the approved agreement.

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RESOLUTION APPROVED AND ADOPTED this \_\_\_ day of \_\_\_, 2022.

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Eric S. Mamula, Mayor

ATTEST:

\_\_\_\_\_  
Helen Cospolich, CMC,  
Town Clerk

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney          Date

INTERGOVERNMENTAL AGREEMENT

Among

SUMMIT COUNTY, COLORADO, And

THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, AND SILVERTHORNE,  
COLORADO

12/8/22

**THIS INTERGOVERNMENTAL AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ of \_\_\_\_\_ 2022, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, AND SILVERTHORNE, COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Parties" or individually as "a Party."

**WHEREAS**, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

**WHEREAS**, more than 1,000,000 people have died in the United States since 1999 of drug overdose, more than 50% of these deaths involved opioids. The number of opioid overdose deaths increased by nearly 65% from 2019 to 2021; and

**WHEREAS**, overdose-related deaths topped 100,000 for the first time ever in 2021 with over 70% of these deaths involving fentanyl; and

**WHEREAS**, drug overdose deaths involving synthetic opioids in Colorado increased from 255 in 2019 to more than 900 in 2021, an increase of 253%; and

**WHEREAS**, the parties are eligible to receive opioid settlement funds as a result of negotiated resolutions of claims against Opioid Settling Defendants when that resolution has been jointly entered into by the State and the Participating Local Governments and may also include distributions from distributions from any liquidation or confirmed plans under Chapters 7 or 11, respectively, of the United States Bankruptcy Code; and

**WHEREAS**, the Parties desire to collaborate on efforts to reduce overuse, misuse and deaths related to synthetic opioids in Summit County by utilizing opioid settlement funds to promote public health and welfare efforts; and

**WHEREAS**, in 2021, five out of six overdose deaths in Summit County involved fentanyl; and

**WHEREAS**, the Parties desire to enter into this Agreement in accordance with the Act in order to promote the collective use of opioid settlement funds through Summit County Public Health Department programs, all as more fully set forth in this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**Section 1. Opioid Settlement Funds.** The State of Colorado and the Parties each executed the Colorado Opioids Summary Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which Opioid Settlement Funds shall be divided and distributed within the State of Colorado. All settlement funds, regardless of allocation, shall be used for Approved Purposes, as required in the Colorado MOU (Exhibit A). Each Town is eligible to receive a default percentage of funds attributed to its county area as detailed in the Colorado MOU Section (E)(3) and associated Exhibit E.

**Section 2. Definitions.** The term “Opioid Funds” shall mean damage awards obtained through a Settlement. The parties intend the distribution of such opioid funds for related public health and welfare programs to begin with funding received by each party in 2022.

**Section 3. Opioid Funds Approved Purposes.** The Parties intend that the Opioid Funds be used for Approved Purposes as defined in the Colorado MOU. Approved purposes are limited to the following uses:

- A. Treatment
  - 1. Treatment of opioid use disorder and its effects
  - 2. Intervention
  - 3. Criminal Justice-involved persons
  - 4. Women who are or may be pregnant
  - 5. People in treatment and recovery
  
- B. Prevention
  - 1. Prescribing practices
  - 2. Misuse of opioids
  - 3. Overdose deaths and other harms
  
- C. Additional Areas
  - 1. Services for children
  - 2. First Responders
  - 3. Community Leadership
  - 4. Staffing and Training
  - 5. Research
  - 6. Administrative costs for approved purposes

**Section 4. Administration, Powers and Duties.**

A. The County or its authorized designee shall receive and administer opioid funds transferred to them by the Towns. The County shall have all power, privileges and duties vested in or imposed on it by the Intergovernmental Relations Statute, this Agreement, and all other applicable laws which may be necessary to carry out the purposes of this Agreement.

B. The Parties shall perform their respective obligations as set forth in the Colorado MOU and the accompanying exhibits to the Colorado MOU which are incorporated herein by reference.

**Section 5. Funds.**

A. The Towns shall collect their respective Opioid Fund disbursements and will remit those funds, in whole, to the County within thirty (30) days of receipt.

B. The County shall maintain accurate records of the public health programs and costs during each calendar year and shall submit an annual report to the Opioid Funds Advisory Board.

**Section 6. Opioid Funds Reporting/Reconciliation.** The Parties shall cooperate in good faith to coordinate the Opioid Funds distribution to the County. The County shall provide all necessary reporting and reconciliation and take all actions reasonably necessary and appropriate to accomplish the purposes of this Agreement in the following manner.

A. Each Town shall provide the County with an initial listing, including dollar amounts, of the Opioid Funds the Town will be receiving. The list shall be updated each year by December 1<sup>st</sup>.

B. The County shall provide the Towns with an initial listing, including dollar amounts, of the Opioid Funds the County will be receiving. The list shall be updated each year by December 1<sup>st</sup>.

C. The County or its designee shall prepare and submit to the Opioid Funds Advisory Board an annual "Opioid Fund Program Report". The report shall include:

- a. Expenditure data
- b. Description strategies and costs of each program
- c. Certification that all expenditures were utilized for Approved Purposes
- d. Evaluation on the efficacy of programs

**Section 8. Opioid Funds Advisory Board and Plan.**

a. To promote the purposes of this Agreement and cooperation among the Parties, the Parties agree to form an Opioid Funds Advisory Board ("Advisory Board"). The Advisory Board shall consist of the Town and County Managers of each Party or their designees. The Advisory Board will: (i) approve the Public Health and Education Plan (the "Plan") described below; (ii) collaborate on the implementation of the Plan; and (iii) endeavor to coordinate the expenditure of Opioid Funds as provided herein. The implementation measures and associated programs shall be evaluated at least annually by the Advisory Board for their effectiveness and quality and reported to each Party's governing board.

b. The Plan adopted by the Advisory Board shall include a statement of goals that promote the Approved Purposes of the Opioid Funds and program implementation measures for those goals. The Plan may be amended from time to time and shall include provisions for the joint review of the prior year's expenditures and performance of the various programs during the prior

calendar years so as to inform future decision-making by the Parties. The Plan shall comply with the terms of the Colorado MOU and any settlement.

c. The Advisory Board shall make annual budgetary recommendations to the governing bodies of the Parties regarding the elements of the Plan including the following: (i) priorities and guidelines for the expenditure of the Opioid Funds; (ii) recommended programs to protect the public health and welfare promoted by this Agreement; (iii) an assessment of the programs funded in prior budget years; and (iv) a status report of the community's overall health including indicators of opioid usage, particularly the use of Fentanyl.

d. Meetings of the Advisory Board shall occur at least annually during each calendar year as established by the Advisory Board and shall be held at the Summit County Courthouse or such other convenient location that shall be identified in any notice of such meetings. Meetings shall be scheduled by the County Manager or the Manager's designee or at the request of two or more Parties. At least ten (10) days advanced written notice of a meeting shall be provided to the members of the Advisory Board. Agendas shall be prepared by the County Manager or the Manager's designee and copies distributed to members at least five (5) days prior to a regular meeting of the Advisory Board, although any Advisory Board member may submit items for the agenda. A quorum for the conduct of business at meetings of the Advisory Board means more than one-half the number of the Advisory Board members serving on the Advisory Board at the time of the meeting, whether participating in-person, telephonically, or by any other media by which each member can hear and be heard by the other members.

#### **Section 9. Confidentiality.**

For the purposes of ensuring proper distribution of the Settlement Fund revenues, the County and the Towns shall share and exchange confidential information obtained by the Parties or provided by the State subject to any limitations of the State and all statutes and local ordinances controlling the same while maintaining taxpayer confidentiality. All such information exchanged shall remain strictly confidential and shall be used only for its purposes designated herein.

#### **Section 10. Amendment of Agreement; Additional Parties.**

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of the governing bodies of all Parties.

b. This Agreement may be amended to add one or more additional incorporated Town Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement.

#### **Section 11. Term and Termination of Agreement.**

a. Effective Date. The term of this Agreement shall begin when the County and one or other Party has executed this Agreement.

b. Termination. The term of this Agreement shall end when the County and at least one other Party are not willing to remain as Parties to this Agreement.

c. The participation of any Town as a Party to this Agreement shall terminate upon the provision by the Town to the County of a written notice of termination.

**Section 12. Execution and Performance of Agreement in Accordance with Law.** Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations and expend any revenues derived hereunder in accordance with all applicable laws, rules and regulations, including but not limited to the Colorado MOU and this Agreement.

**Section 13. Indemnification.** All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement. Indemnity obligations of any designee of the County shall be governed by separate agreement.

**Section 14. Dispute Resolution.**

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Town(s) and County staff, and if not resolved, escalating to discussions between the applicable Town Manager(s) and County Manager, and ultimately to the Town Council(s) and Board of County Commissioners. Disputes with any designee of the County shall be governed by separate agreement.

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction and venue residing exclusively in the Summit County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

**Section 15. Parties in Interest.** Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive

benefit of the Parties.

**Section 16. No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

**Section 17. Notices.** Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be given to the address listed on Exhibit B, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit A.

**Section 18. Severability.** If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

**Section 19. Interpretation.** Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

**Section 20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties effective as of the date set forth above.

**SUMMIT COUNTY, COLORADO**

By: \_\_\_\_\_  
Philip Gonshak, Interim County Manager

**ATTEST:**

By: \_\_\_\_\_  
Kathleen Neel, Clerk and Recorder

**TOWN OF BRECKENRIDGE**

By: \_\_\_\_\_  
Eric Mamula, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF DILLON**

By: \_\_\_\_\_  
Carolyn Skowyra, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF FRISCO**

By: \_\_\_\_\_  
Hunter Mortensen, Mayor

**ATTEST:**

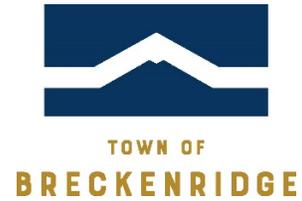
By: \_\_\_\_\_  
Town Clerk

**TOWN OF SILVERTHORNE**

By: \_\_\_\_\_  
Ann-Marie Sandquist, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk



# Memo

To: Breckenridge Town Council Members  
From: Mark Truckey, Director of Community Development  
Date: January 4, 2023  
Subject: Planning Commission Decisions of the January 3, 2023 Meeting

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***DECISIONS FROM THE PLANNING COMMISSION MEETING, January 3, 2023:***

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:** None.

**CLASS C APPLICATIONS:**

1. Meintz Detached Shop Addition, 1031 Boreas Pass Rd., PL-2022-0536

A proposal to add a detached accessory structure of 720 sq. ft. with a lower level shop/storage space and an upper level bonus room for exercise. The bonus room located in the upper floor of the detached shop will not be used as a short-term rental or accessory dwelling unit (ADU) and the owner agreed to have a restrictive covenant on the property. *Approved.*

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.



## PLANNING COMMISSION MEETING

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

### ROLL CALL

Mike Giller	Mark Leas	Allen Frechter - <b>absent</b>	Susan Propper
Tanya Delahoz	Ethan Guerra	Steve Gerard (arrived at 5:51pm)	

### APPROVAL OF MINUTES

With no changes, the December 6, 2022 Planning Commission Minutes were approved.

### APPROVAL OF AGENDA

With no changes, the January 3, 2023 Planning Commission Agenda was approved.

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comment.

### CONSENT CALENDAR:

1. Meintz Detached Shop Addition (CC), 1031 Boreas Pass Rd.; PL-2022-0536

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

Mr. Leas:           What qualifies this detached unit to be allowed under the Code since it has water service and technically qualifies as an ADU? (Mr. Kulick: Since the applicant was willing to sign a restrictive covenant that disallows the structure from being used as a short-term rental it is allowed under the Code.)

### PRELIMINARY HEARINGS:

1. Thomas Residence Addition and Remodel (SS), 314 Lincoln Ave.; PL-2022-0534

Ms. Szrek presented a proposal to locally landmark and rehabilitate and existing historic residence, construct a basement, interior remodel, and add a garage to the north of the primary structure. This preliminary hearing asks four questions of the Commission:

1. Historic Preservation - Staff believes the proposal positive three (+3) points for on-site historic preservation/restoration efforts of above average public benefit for a primary structure. Does the Commission agree?
2. Windows and Doors - Does the Commission agree the opening on the East side should remain a door and not be converted to a window?
3. Garage Building – Does the Commission have any feedback for the proposed garage design?
4. Local Landmarking – Does the Commission find the property is eligible for Local Landmarking?

### *Commissioner Questions / Comments:*

Ms. Propper:       No questions for staff.

Mr. Giller:         The interior is a full renovation. This would reduce the integrity according to the State's Historic standards. (Mr. Truckey: The interior remodel will not affect the rating as a contributing structure to the Historic District). Did staff consider the suggestion of adding a door in the previous opening on the front elevation? There is precedent in the historic district for two front doors. We should not lose the historic half-light door on the front elevation which is likely historic and has gained integrity in its own right. The proposed garage meets the historic guidelines regarding mass, height, and

- proportionality. I would like the applicant to address the materials proposed for the garage.
- Mr. Gerard: Can you clarify the exterior deck on the garage? (Ms. Szrek: This is not a deck; it is a gabled roof overhang for the door.)
- Ms. Delahoz: The parking spaces and that agreement on the east side of the property will go away with this new project? (Ms. Szrek: Yes, those will go away.) Regarding the state's historic designation, can that change anything with our designation as a certified local government? (Mr. Truckey: No, and you will recall that when the representative from the State visited with us previously, she gave much deference to our judgement of issues such as landmarking because of our status as a Certified Local Government. I can't say whether the interior remodel would disqualify from State or Federal tax credits but it does not affect our landmarking process.)
- Mr. Guerra: One comment, the door on the west elevation would have to be a fixed door because it would otherwise open into a window well. Does the proposed garage style meet the historic district given the proposed modern materials, like the garage door? (Mr. Kulick: There is precedent for a garage door with minimal glazing in the historic district. That could be a comment to the applicant to propose a more historic looking garage door.)
- Mr. Leas: There is an encroachment on the east side, the retaining wall; will that go away? (Ms. Szrek: The ELA I am aware of is for the parking, so that additional encroachment is something we will look into prior to final hearing).

Applicant, Sonny Neely, J. Lee Neely Architecture:

The existing half-light front door will be preserved; it is historic. We will show the historic door on the elevations for the final hearing. We are suggesting the second front door opening become a window. (Mr. Giller: Work with staff to better document the former brick cuts that were changed from windows to doors. If it can be shown these were historically windows, they could be returned to windows.) We believe historically you can see on the east elevation the brick wainscot was cut to install a door where a window was previously, that was later patched over. We would like this to be returned to a window. Regarding the garage, the garage roof over the door is for snow and ice shedding. We could take out the diagonals of the garage door, place faux hardware, and have the appearance of one garage door. The corrugated metal detail of the gable is a nice detail. The colors will be coordinated with the existing residences. The roof of the garage will be the same as the roof on the primary structure. The stain of the proposed garage will be darker than the existing buildings. The windows will be aluminum clad bronze to not stand out. The trim will be painted or stained in a natural palette.

- Mr. Leas: How will you maintain the brick structure's integrity during construction? (Mr. Neely: It is a very technical undertaking. The current mortar of the existing foundation is very fragile. We will be strategically separating the brick from the existing river rock foundation and inserting a steel support to keep the brick in its exact location. A new interior foundation wall and supports will be installed to support the historic structure.)

*Short discussion on technicalities of existing foundational and roof supports of the historic structure.*

Public Comment:

Rick Ascher, 105 N Harris Street: My concern is this a primary residence? No one can live in the garage, correct? (Ms. Szrek: Correct). Is the other residence going to be short termed? Do they have the licenses for that? (Ms. Szrek: I would have to look into that). It becomes annoying. Are they allowed to have a hot tub? I have hot tubs surrounding me too. (Ms. Szrek: A hot tub isn't part of this application.) Those are just my concerns. Parking is for three vehicles. If they short term the green one and the big red house (Ms.

Szrek: All the required parking is now met on site). Okay. I like the way it looks. My concern is that anyone could live in the garage upstairs. When we first saw the deck, which is now a roof, I knew someone could live there. (Ms. Szrek: It's too small and no, the garage is not living space).

Lee Edwards, 103 N High Street: The previous owner had me redo the cabin on this property. This proposal is great, I love it. I have a couple questions which are specific to the project. When gutting the building, the State, I have done fourteen Federal tax credits in the Town, I don't know if the owner is planning to use Federal tax credits but that is just a thought. The slab of the garage is lower than the floor elevations of each of the buildings which could result in drainage into the garage. It could be beneficial to bring the slab elevation of the garage up to discourage drainage into the garage and lessen the slope of the driveway. A question for Staff: in terms of the historic guidelines, I was under the impression that only wood windows, not aluminum clad, were allowed in the historic district? That is just a question for staff. I do appreciate this project and that it does not decimate the front yard like the houses further west which have parking in the front yard.

- Mr. Neely: We did speak with Chris McGinnis in Engineering regarding the drainage and grade. We do have a kick-up to mitigate the drainage. The timber retaining wall that was off the property, the road was regraded after this construction and the historic fence goes directly to the ground.
- Mr. Guerra: I would like to see the garage door redesigned to fit more with the historic character. 1. Agree with staff's assessment of points. 2. I would like to revisit the question of windows and doors with more evidence from the applicant. 3. I have given my feedback regarding the garage door. 4. I do agree the property is eligible for landmarking.
- Ms. Delahoz: It is a nice project. The addition of the garage is nice to remove the cars off of Harris Street. 1. Agree 2. I appreciate the knowledge regarding the windows and doors. If there is evidence provided that the front door opening was a window or the side door opening was a window, we could allow that going forward. 3. A hinged garage door with hardware and no windows would be more appropriate in that area of the district. 4. I agree this project is eligible for landmarking.
- Mr. Gerard: This is a great project, and I am interested in seeing this property preserved. 1. I agree. 2. Because of the landmarking we should strive to achieve the highest level of historic integrity. We will look to more evidence regarding the closed-up door openings. 3. The windows in the garage make it look too modern. I agree it needs to be redesigned. The idea of the faux hinged doors is excellent. 4. I agree with the local landmarking.
- Mr. Giller: 1. Agree. Although, gutting the interior is disappointing. I would encourage reusing as much material as possible. 2. More evidence is needed to make a decision. 3. All the materials in the garage make it appear modern. 4. Yes, I concur with landmarking.
- Ms. Propper: 1. Agree the positive three points are appropriate. 2. I would look forward to getting some more information on the historic nature of the window and door openings. 3. The garage, I would defer to what others have said regarding the garage doors. 4. On the landmarking I agree.
- Mr. Leas: 1. I agree the three points are warranted. 2. I think we have had an extensive discussion on this. The applicant has made a persuasive point on the historic window and door openings. I think we need more information to make a definitive decision. 3. My comment on the garage, as I go around Breckenridge, most outbuildings were simple in the materials that were used. Perhaps we would be more comfortable if there was less variety of materials on the garage. Faux hardware and hinges could make a difference. 4. I support local landmarking and it is appropriate. I applaud the applicant for undertaking this project.

Mr. Gerard: There are likely historic milled materials, that should not be wasted. If those are not reused on this project, it would be nice for them to be made available to other restoration projects.

Mr. Truckey: Is this project ready to move to final hearing? All Commissioners nodded in agreement.

**OTHER MATTERS:**

1. Town Council Summary

**ADJOURNMENT:**

The meeting was adjourned at 7:14pm.

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Mark Leas, Vice Chair



**TOWN OF BRECKENRIDGE**  
**TOWN COUNCIL**

**Scheduled Meetings**

**Shading indicates Council required attendance – others are optional**

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

**January 2023**

Tuesday, Jan. 10th	Stillson Lot & Block 11	Site Visit of Housing Projects	10:30am
<b>Tuesday, Jan. 10th, 2023</b>	<b>Council Chambers</b>	<b>First Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>
<b>Tuesday, Jan. 24th, 2023</b>	<b>Council Chambers</b>	<b>Second Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>
Jan. 24th - Feb. 2nd, 2023	Riverwalk Center	International Snow Sculpture Championships	

**February 2023**

<b>Tuesday, Feb. 14th, 2023</b>	<b>Council Chambers</b>	<b>First Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>
<b>Tuesday, Feb. 28th, 2023</b>	<b>Council Chambers</b>	<b>Second Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>

**Other Meetings**

January 9th, 2023	Water Task Force Meeting	9:30am
January 10th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
January 11th, 2023	Breckenridge Heritage Alliance	Noon
January 12th, 2023	I-70 Coalition	11:30am
	Upper Blue Sanitation District	5:30pm
January 16th, 2023	Social Equity Advisory Commission	7:30am
January 17th, 2023	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
January 18th, 2023	Summit Combined Housing Authority	9:00am
January 23rd, 2023	Open Space & Trails Meeting	5:30pm
January 24th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
January 26th, 2023	Transit Advisory Council Meeting	8:10am
	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest CO Council of Governments	10:00am
	RW&B Board Meeting	3:00pm
February 1st, 2023	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
February 7th, 2023	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
February 8th, 2023	Breckenridge Heritage Alliance	Noon



## Scheduled Meetings

**Shading indicates Council required attendance – others are optional**

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

February 9th, 2023	I-70 Coalition	3:30pm
	Upper Blue Sanitation District	5:30pm
February 14th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
February 16th, 2023	Breckenridge Creative Arts	Noon
February 20th, 2023	Social Equity Advisory Commission	7:30am
February 21st, 2023	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
February 23rd, 2023	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	Breckenridge Creative Arts	2:00pm
	RW&B Board Meeting	3:00pm
February 27th, 2023	Open Space & Trails Meeting	5:30pm
February 28th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
March 1st, 2023	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
March 7th, 2023	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
TBD	Tourism Overlay District Advisory Committee Meeting	10:30am
	QQ - Quality and Quantity - Water District	1:15pm
	Transit Advisory Council Meeting	8:00am