



TOWN OF
BRECKENRIDGE

Town Council Work Session

Tuesday, February 14, 2023, 3:00 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

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

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

I. WATER RATES STUDY PRESENTATION (3:00-3:45pm)

Presentation

II. PLANNING COMMISSION DECISIONS (3:45-3:50pm)

Planning Commission Decisions

III. LEGISLATIVE REVIEW (3:50-4:20pm)

Plastic Pollution Ordinance (First Reading)

Tax Code Bag Fee Exemption (First Reading)

Ordinance Amending Title 12 - Municipal Water Utility, Chapter 3 - Cross Connections, Backflow Assembly Compliance and Penalty (First Reading)

Site host agreement and easement for Xcel-owned DC fast chargers and EV supply Infrastructure at BGVCC (First Reading)

Relief Judge Appointment (Resolution)

Approval of DOLA Grant Application for Stables Village Infrastructure (Resolution)

Approval to Apply on Behalf of the Family and Intercultural Resource Center for Federal Community Development Block Grant Funding for construction of the Sol Center (Resolution and Hearing)

IV. MANAGERS REPORT (4:20-4:50pm)

Public Projects Update

Mobility Update

Sustainability Update

Housing and Childcare Update

Committee Reports

Breckenridge Events Committee Update

Marketing and Communications Year In Review

Short Term Rental Licensing Annual Report

V. PLANNING MATTERS (4:50-5:30pm)

Gondola Lots Master Plan Extended Vesting Development Agreement

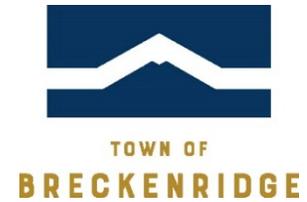
VI. NOTICE OF ADMINISTRATIVE RULEMAKING (5:30-5:40pm)

Building Department Administrative Regulations

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

Memo

To: Breckenridge Town Council Members
Cc: Rick Holman, Shannon Haynes
From: James Phelps – Director Public Works
Kristin Brownson – Assistant Director Public Works
Date: 2/8/2023 (for Feb 14th TC meeting)
Subject: Water (Utility) Rate and Fee Study



Background

The Town of Breckenridge water utility is responsible for providing safe drinking water for the town and surrounding service areas. The utility includes: one storage tank and dam, two raw water treatment plants, nine water storage tanks, sixteen pressure zones, and over ninety miles of distribution lines. The utility provides water for the community but must have the ability to produce and deliver water for the peak periods (>4.2MGD) of the calendar year. The utility complies with the rules and regulations of the Colorado Department of Public Health and Environment for monitoring, sampling, and reporting, per state statute.

As the service area of the town utility expands and increases in age, public works made a recommendation to the town council for a study of current water rates (revenues) and fee structure to understand the water utility fund health and provide financial confidence for adequate revenue stability for future water operations, maintenance, and capital improvements. The recommendation also included a focus on water conservation, affordability, and rate equity.

Public Works issued a request for proposals and selected Raftelis (March '22) to conduct the study. Raftelis is a local government and utility management consulting firm with experience in similarly sized mountain towns.

Water Task Force Committee

The water task force committee was reconvened (Spring '22) to provide community perspective and direction for the study and final recommendations. The task force consists of members from the community, finance staff, and public works staff.

Project Study Goals

Revenue stability – ensure that the water division is bringing in enough revenue to cover expenses.
Water fund health – ensure that the water division can cover upcoming capital projects and debt service.
Conservation – encourage customers to conserve water.
Affordability – ensure that water rates stay affordable.

Recommendations

- **Plant Investment Fee (PIF)**
 - Recommendation to maintain current approved rate structure and current practice of annual 10% increases.
- **Water Service Maintenance Fee (WSMF)**
 - Recommendation to increase the WSMF at 5% annually starting in 2024.

- **Residential Rates**
 - Recommendation #1 to reduce the amount of water included in the base rate from 10,000 gallons to 6,000 gallons bimonthly.
 - Recommendation #2 to move to a two-tiered structure with the same base rate as currently in place. The base tier includes 0-6,000 gallons, tier 1 includes usage from 6,001 to 20,000 gallons, and tier 2 includes usage greater than 20,000 gallons bimonthly. For 2023, the in-town base rate stays at \$48.48, and the out-of-town base rate stays at \$72.71 bimonthly.
 - Recommendation #3 to increase water rates by 10% annually starting in 2024 versus current practice of 5% annually.
- **Commercial Rates**
 - Recommendation #1 to assess charges based on a volumetric rate of \$7.39 per thousand gallons for in-town customers and \$11.08 per thousand gallons for out-of-town customers.
 - Recommendation #2 to eliminate the base fee corresponding to meter sizes.
 - Recommendation #3 to increase commercial water rates by 10% annually starting in 2024 versus current practice of 5% annually.
- **Irrigation**
 - Recommendation to keep irrigation included in the commercial rate category and charge \$7.39 per thousand gallons used.
- **Billing**
 - Recommendation to move from bimonthly to monthly billing.
 - Recommendation to change from \$15 per paper bill (bimonthly) to \$7.50 per paper bill (monthly).

Conclusion

Town Staff worked closely with Raftelis to ensure that all expenses and revenues were captured for financial analysis of the water utility. The preliminary study findings resulted in numerous meetings both with internal staff and the Water Task Force Committee. The Water Task Force Committee and Town Staff recommends these changes to the water rates and fees for the Town of Breckenridge to meet the town's goals of revenue stability, water fund health, conservation, and affordability.

Town Staff would like comments as too if Town Council supports the findings and recommendations of the study and subsequent rate and fee changes for the water utility. New water rates and fee changes would be effective January 2024. Staff will be present to answer questions.

Town of Breckenridge

2023 Water Rate and Fee Study

February 14, 2023

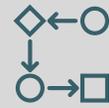




Agenda



Rate study goals and objectives



Rate study process



Plant investment fees



Financial plan cash flow



Recommended Residential and Commercial Rates



Typical bill comparison and peer utility survey



Communication strategy

The Town's rates and fees must:

 Fund Operations

 Fund Capital Projects

 Maintain Reserves

 Fund Growth

 Ensure Customer Rate Equity

How we'll get there



Fund Operations



Fund Capital Projects



Maintain Reserves



Fund Growth



Ensure Customer Rate Equity



Rate Revenues



**Water System
Maintenance Fees**



Plant Investment Fees



Bonds and Loans

Study goals and objectives



- Maintaining utility financial health – revenue sufficiency and stability



- Essential water use affordability

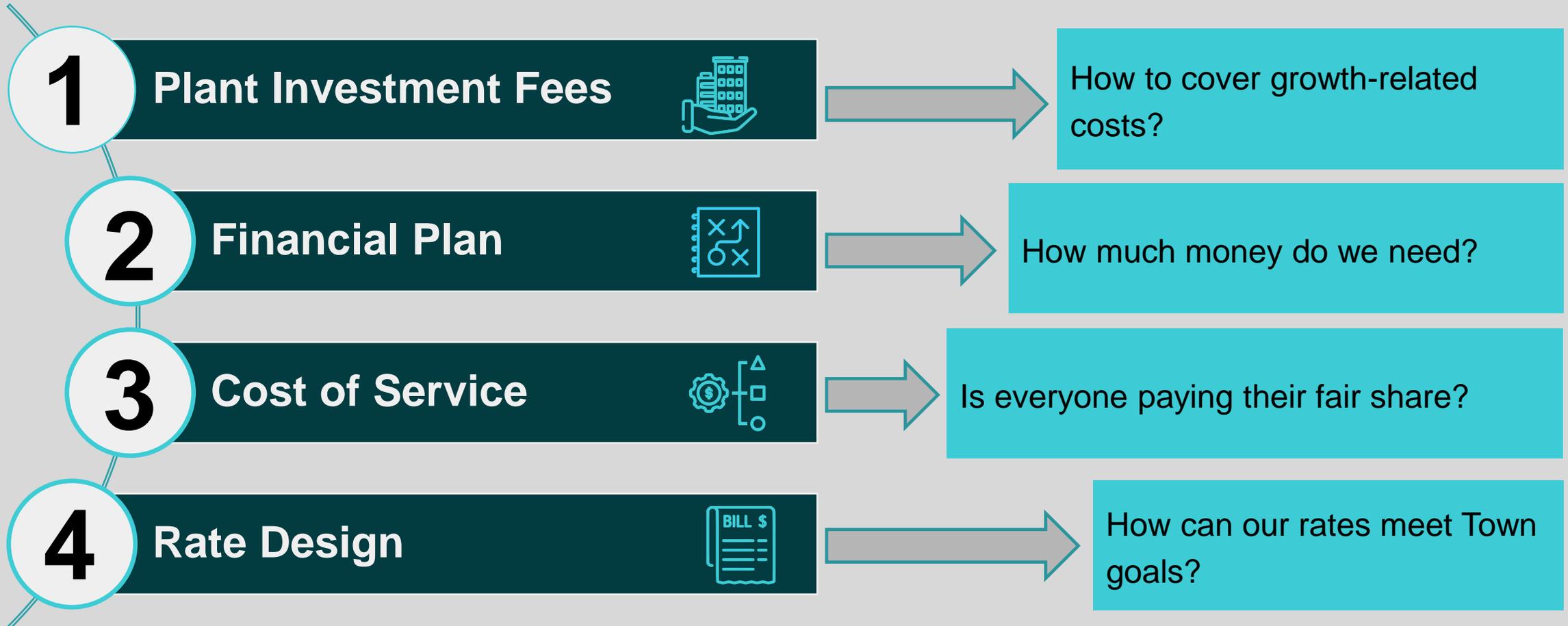


- Conservation



- Customer rate structure equity

Rate study process



Maintaining the water utility's financial health

Recommendations



**Annual Rate
Increases**



**Annual PIF
Increases**



**Monthly
Billing**



**Residential Rate
Structure
Change**



**Commercial
Rate Structure
Change**



**Annual
WSMF
Increases**

Plant investment fee findings



- Currently recovering the cost to serve new and infill development



- Currently maintaining and building capital reserves



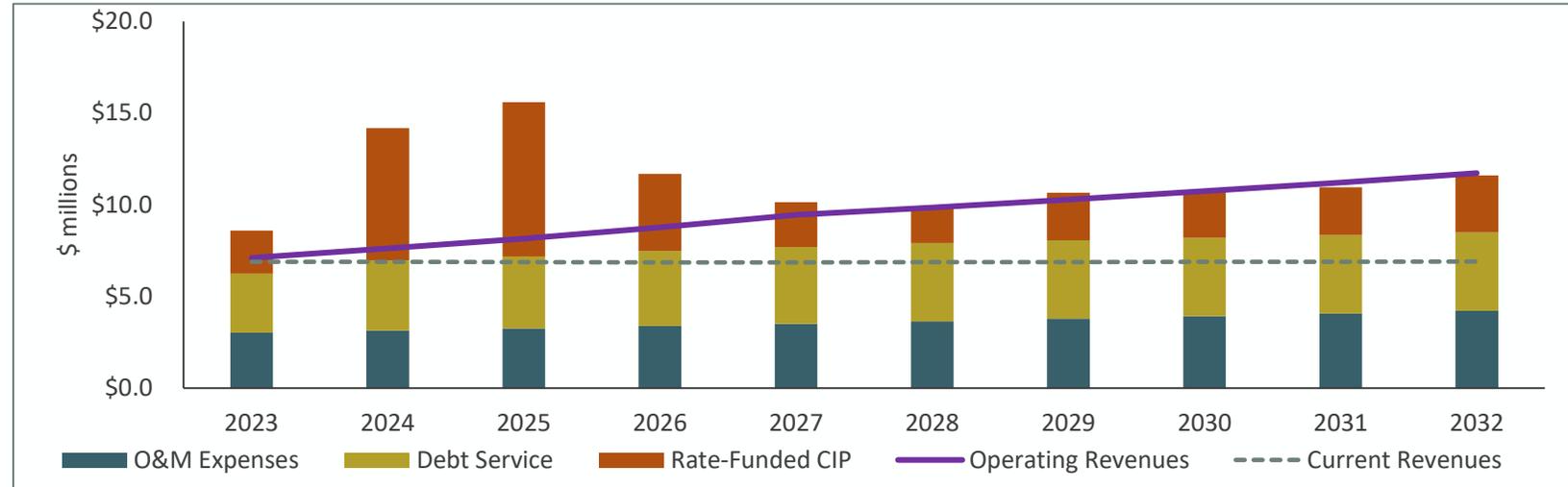
- Current structure recovers costs equitably between development types



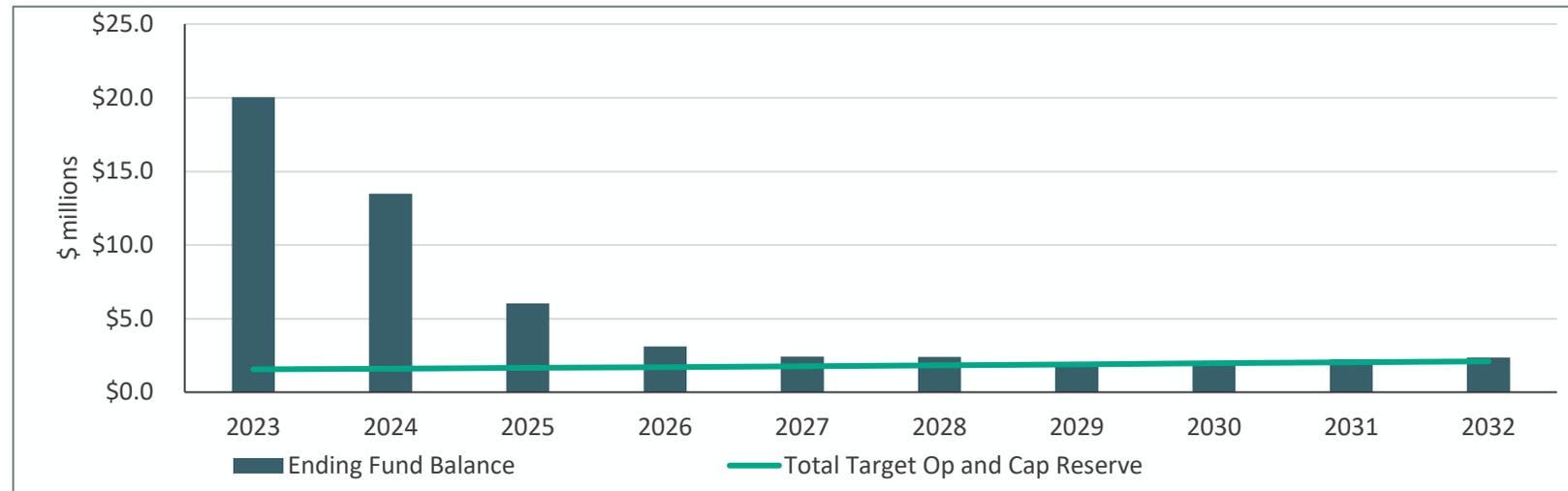
- *Recommendation: Maintain current water plant investment fee structure and current practice of annual 10% increases*

Water utility cash flow

Revenues and Expenditures



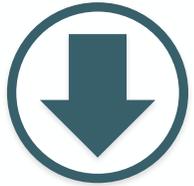
Fund Balance and Target Reserves



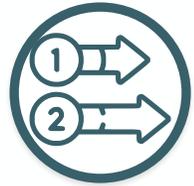
Recommended Water Rate Structures



Recommended residential rate structure



- Reduce bimonthly minimum from 10,000 gallons to 6,000 gallons



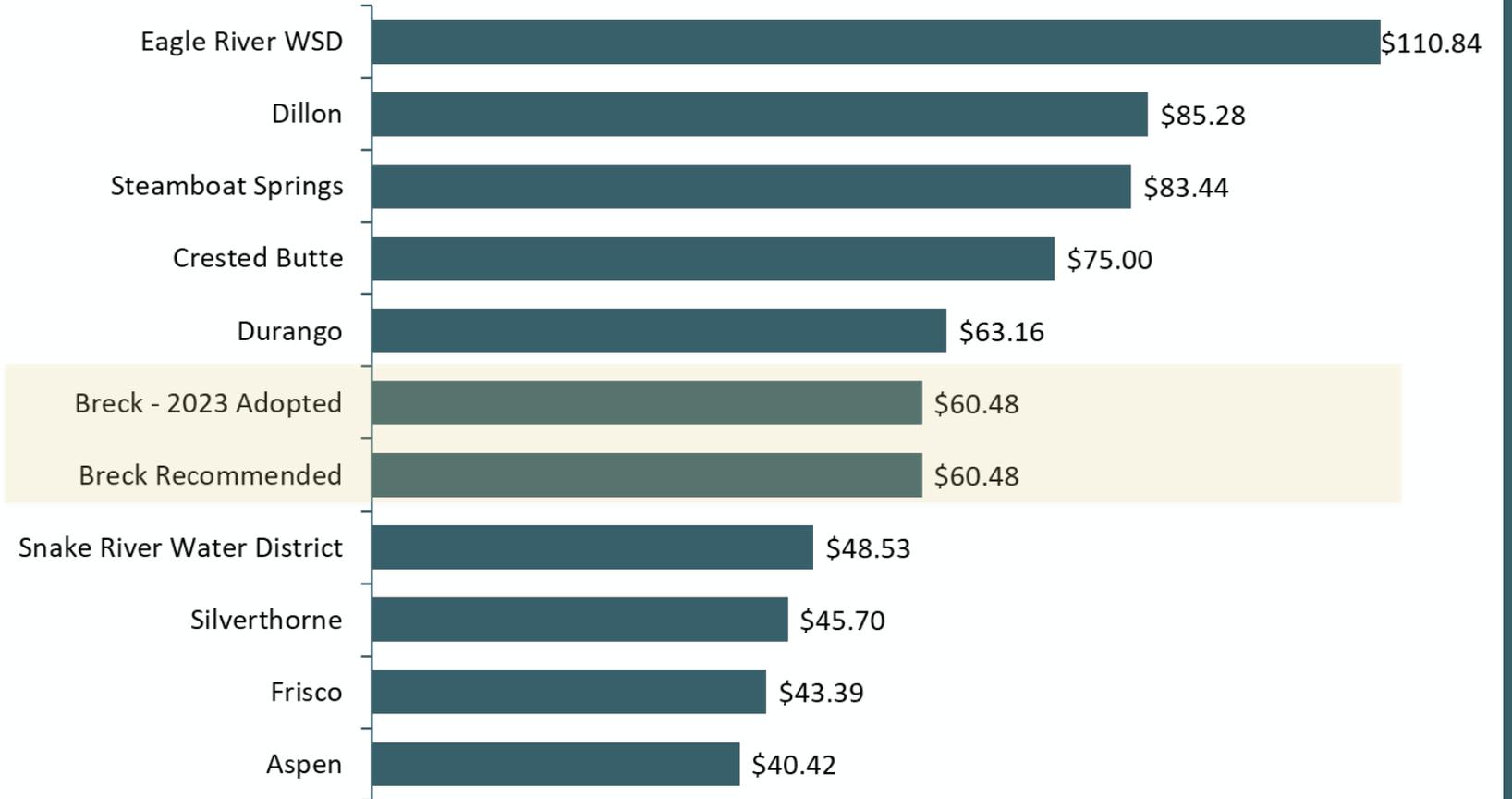
- 2 tiers to encourage wise use of water

Item	In Town	Out Town
Base Fee, \$ per SFE per Bill	\$48.48	\$72.71
<i>Base Fee Volume allowance</i>	<i>6,000 gallons</i>	
Volume Rate, \$ per 1,000 gallons		
Tier 1: 6,001 – 20,000 gallons	\$7.39	\$11.08
Tier 2: >20,000 gallons	\$11.08	\$16.63

RESIDENTIAL

Peer utility survey - Bimonthly bill comparison

1 SFE residential customer
(6 Kgal water)
Includes Water System
Maintenance Fee @ \$12.00



Recommended commercial rate structure

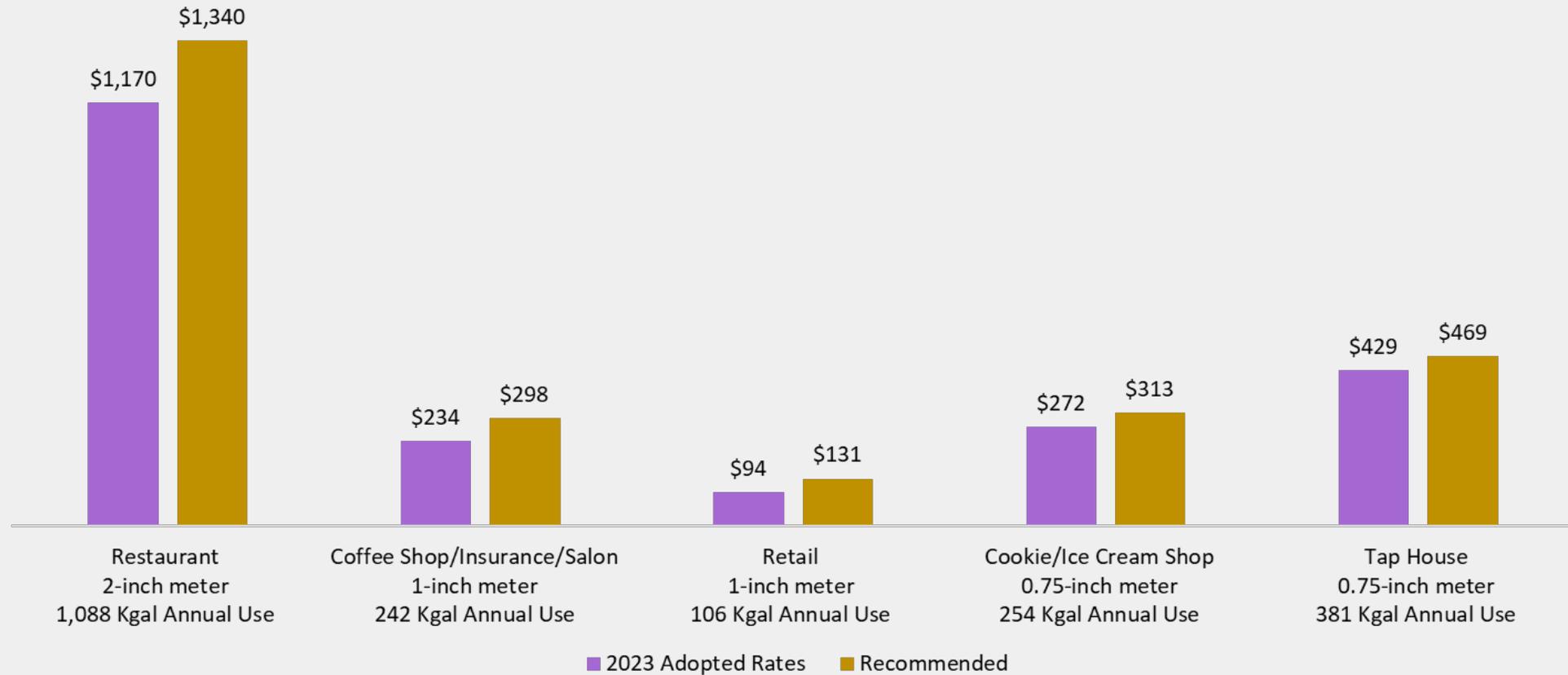


- Eliminate base fee – assess charges based on volumetric rate only

Item	In Town	Out Town
Base Fee, \$ per SFE per Bill	\$0.00	\$0.00
Volume Rate, \$ per 1,000 gallons		
All Billable Water Volume	\$7.39	\$11.08

Average bimonthly bill comparison

Local businesses



Rate structure communications

TOWN OF BRECKENRIDGE

TOWN OF BRECKENRIDGE

Proposed 2023 Water Rate Changes

Town Council is considering changes to the way customers will be billed for water service to better align with our community values. If approved, customers will notice changes to their monthly bill starting in (MONTH).

Promoting community...

Conservation and water efficiency, to respect our place in the ecosystem and achieve SustainableBreck goals

Affordability, to ensure even our most economically vulnerable neighbors can afford basic water service

FOR MORE INFORMATION, VISIT TOWNOFBRECKENRIDGE.COM OR CALL 970-453-3170.

Rate structure communications



Town of Breckenridge Water Rate Adjustment FAQs

What does the Town's Water Division do?

Breckenridge's Water Division within the Public Works Department provides you with safe, high-quality water services that are essential to your everyday life. The affordable drinking water we deliver to your home or business enables you to do things like bathe your children and prepare healthy meals, and also provides critical fire protection.

How is the Water Division funded?

The Division is funded solely by the water rates you pay. Your payment ensures our ability to deliver high-quality, reliable water in a manner that values our environment and community, and maintains the

Rate structure communications

 Town of Breckenridge, CO Government
Yesterday at 10:10 AM · 🌐

Starting in 2023, water service will be billed in a way that better aligns with our community values. By adding tiers that progressively make higher volumes of water more expensive, our structure will improve conservation, water efficiency, and affordability. You can learn more about our updated water rate structure here: [\(Link\)](#)



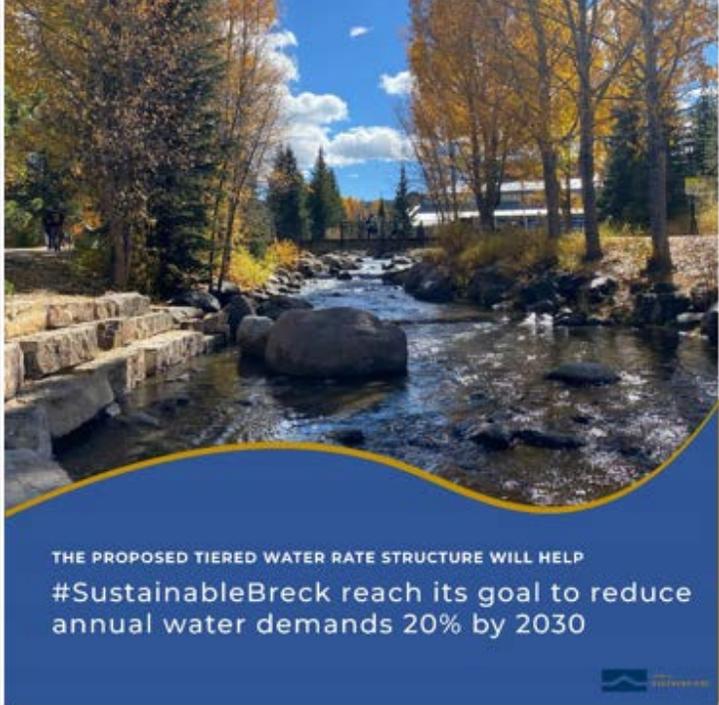
STARTING IN 2023
The way we bill for water will promote core community values:

-  Water Conservation
-  Water Efficiency
-  Affordability



 Town of Breckenridge, CO Government
Yesterday at 10:10 AM · 🌐

One of #SustainableBreck's goals is to reduce annual water demand by 20% by 2023. If adopted, an updated tiered water rate structure will help us get there. Learn more at [\(link\)](#)



THE PROPOSED TIERED WATER RATE STRUCTURE WILL HELP #SustainableBreck reach its goal to reduce annual water demands 20% by 2030



Maintaining the water utility's financial health

Recommendations



**Annual Rate
Increases**



**Annual PIF
Increases**



**Monthly
Billing**



**Residential Rate
Structure
Change**



**Commercial
Rate Structure
Change**



**Annual
WSMF
Increases**



Thank you!

Contact:

Todd Cristiano, *Senior Manager*
303 916 3151 / tcristiano@raftelis.com



Memo

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

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

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.



Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With the below change, the January 17, 2023 Planning Commission Minutes were approved.

Mr. Gerard: Commissioner comments should read, “rode this lift with my kids,” not “will my kids.”

APPROVAL OF AGENDA

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

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

PRELIMINARY HEARINGS:

1. Evans McClean House Garage Addition and Landmarking (CK), 102 S. French Street, PL-2022-0532
Mr. Kulick presented a proposal to locally landmark and rehabilitate an existing historic primary residence, add 693 sq. ft. of free basement density and add a single car garage on the rear of the non-historic portion of the structure. An interior renovation of the property will reduce the number of bedrooms from 8 to 7. The following specific questions were asked of the Commission:

1. **Historic Preservation** - Staff believes the proposal warrants positive three (+3) points for on-site historic preservation/restoration efforts of average public benefit for a primary structure. Does the Commission agree?
2. **Roof Design** - Does the Commission agree the proposed roof design complies with Priority Design Standard 121?
3. **Connector** – Does the Commission agree that the proposed French Doors do not comply with the requirement under Priority Design Standard 80/A that connectors should feature a single-door?
4. **Removal of Historic Fabric** - Should the window enlargement on the eastern façade of the historic primary structure receive negative three (-3) points under Design Standard 23 for the removal of historic fabric?
5. **Local Landmarking** – Does the Commission support Local Landmarking of the historic structure?
6. Does the Commission have any additional comments on the proposed project design?

Commissioner Questions / Comments:

Mr. Guerra: No questions.

Mr. Gerard: Could you address the comments on page 14, priority design standard 45, where one positive point was given but not added to the point analysis? (Mr. Kulick: The one point is quoted from the design standard text. This project would not be eligible for that positive point.) Please add something to the report to indicate this project is not eligible for that point. Can you address this project from the standpoint of the historic shed? (Mr. Kulick: There are no proposed changes to the historic shed. The cultural resource survey indicates that the shed has undergone significant changes over time. Much of the historic material has been removed and new openings have been added. At this time nothing is proposed to change with the shed. The applicant can expand further.)

- Mr. Leas: Can you expand on the free underground density in exchange for becoming a local landmark? (Mr. Kulick: As a way to encourage local landmarking, when a property is not eligible for National Register landmarking, this was enacted as an incentive to allow for more underground density in exchange for an added layer of protection. In cases where there is a historic portion, the free basement density is only allowed under the historic portion. Areas beneath non-historic portions would count against the total density.) On page 13 you reference the “poor house,” is that a family name or literal term? (Mr. Kulick: That home once served as a hospital and provided other public services; I believe the term “poor house” is historic slang that has been carried forward.) Regarding the metal siding proposed, can you elaborate on this precedent? (Mr. Kulick: There are various examples of metal siding being applied to outbuildings throughout the historic district. It was used as a repair material historically.)
- Mr. Giller: The French doors on the connector, if one door is fixed in place, is it still considered a double door? (Mr. Kulick: Yes, it would meet the definition of a double door because of the character when considering the solid to void ratio.) Does it matter that it is 2/3 light door? (Mr. Kulick: In past projects we have allowed 2/3 light French doors in non-connectors. The connector standard does say only one door is allowed.) The porch existed, was demolished, and reconstructed? (Mr. Kulick: This residence has undergone significant rehabilitation over time. A remodel in 1997 brought back much of the historic character.) Is this project already landmarked, I notice a placard? (Mr. Kulick: That placard is from a past program that identified historic properties but did not go through the process of actually landmarking. This process would officially designate the property as a landmark).
- Mr. Frechter: Priority design standard 37.5 states, “any addition should be aligned with one sidewall of this historic structure”. With the way the home exists now, how do we reconcile that? (Mr. Kulick: We would deem this a non-applicable policy since this addition is attaching to an existing non-historic structure.) This may be a building department issue and not for us but the historic shed is currently being used as a hot tub room.

Applicant, Janet Sutterley, Architect:

There were two different types of placards in the past. There are seven major benefits of this project. We are lowering the intensity of use by changing the use from lodging to residence. We are eliminating a non-deed restricted accessory dwelling unit. We are reducing from eight bedrooms to seven bedrooms. Parking is reduced and parking intensity is reduced by going to a single-family residential use. The parking surface area is decreased and we are decreasing above ground density. This project will greatly improve the east-side elevation of this property which is visible from the Community Center. (The applicant passed out printed photographs.) Having this side read as an outbuilding will help this east elevation. The connector, which is not really a connector, I could only find one other example of a connector with quite a lot of glass in it. We have basic reasons for requesting the French doors, this will allow more lighting into the area. One door would be fixed because it is a slider. It is not visible from the street. We are only proposing to remove a small amount of historic fabric while we are proposing to reopen several historic openings. The historic shed is currently used for a hot tub and storage area. The siding on the stable of the Brown Hotel has been restored with a thin-ribbed metal and is a good example of an historic placement of metal. Everything that was previously removed and put back, the side porch, south porch, and bay window were removed and put back. The 40 sq ft asked about previously might be the mechanical area.

Questions for the Applicant:

- Mr. Guerra: Addressing the connector, why is it not a connector? (Ms. Sutterley: It was completed prior to the connector policy, it does not meet the connector policy size requirements or setbacks.) Reading the floorplans, the buildings read as two separate buildings. It might

not meet the connector design criteria but it reads that way. (Mr. Kulick: The overall width is wider than what is allowed today.) Looking at your floorplans it doesn't look like a connector.

Mr. Gerard: Looking at the upper-level floorplan, the bonus room or bedroom next to the great room is not labeled. (Ms. Sutterley: That has been corrected and labeled.) I know there are no plans to restore the shed but it would be a nice future project. I assume you are stripping away the window well covers. (Ms. Sutterley: Yes, those will be removed. We will add snow jacks.) Can you speak to the two front doors. (Ms. Sutterley: The door to the kitchen would have been a secondary door. The primary front door will be the nicer of the two doors to distinguish between their functions.)

Mr. Leas: No questions.

Mr. Giller: No questions.

Mr. Frechter: No questions.

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

Mr. Guerra: This is a great presentation and I like the updates to the building. One question 1. Agree on the three positive points. 2. On the roof design, I agree the project complies. 3. The connector I still struggle with. I agree you can't see the connector. I agree with the applicant's points. I am struggling with if it is a connector or not. If it is a connector, it doesn't meet the requirement. I would like to hear other's opinions on that. 4. I agree with the three negative points for the removal of historic fabric. 5. I agree with local landmarking.

Mr. Gerard: I like this project and commend the owners for moving this residence in the right direction. 1. I agree with the points. 2. No problems with the roof design. 3. I do believe this is a connector. I believe that a slider is not appropriate here. I think a $\frac{3}{4}$ light door would work fine. 4. I agree with negative points for the removal of historic fabric. 5. I agree with local landmarking. 6. I am assuming the lighting will be made to be dark sky compliant. I think this project is ready for a final hearing.

Mr. Leas: 1. I agree with the three points. I concur with the panel that this is a good project. 2. I agree with the roof design. 3. I struggle with the connector. I struggle with what the design standard says. We should be flexible. There should be, for the practical use of the house, a larger door opening here. I think the design you have with the sliders is in keeping with the design of the house. The fact that they cannot be seen from the street makes a difference. 4. I agree with negative three points although it is a lot of points for the limited amount of historic fabric that will be removed but if that is what the design standard says I agree. 5. I do support the local landmarking.

Mr. Giller: This is a beautiful project. 1. Yes. 2. Roof design does comply. 3. This is a connector per the Secretary of the Interior Standards. I feel bound by the existing code that says a connector only has a single door but this could be something we revisit in the future although it would not help this project. 4. I agree with the three negative points the code says. 5. I agree and good work.

Mr. Frechter: 1. I agree. 2. It complies. 3. I agree this is a connector. 4. I agree. 5. I support the local landmarking. 6. I think this is a great project and support the decreased intensity of use.

Commissioners agree by nod that this project is ready for a final hearing.

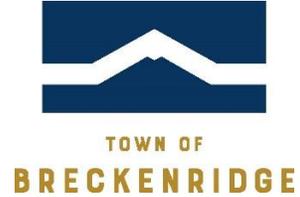
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:10pm.

Allen Frechter, Chair



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 2/7/2023
Subject: First Reading – Reduction of single use plastics and recycled paper carryout bag fee

At the January 10, 2023 Council work session, Staff reviewed with Council the Breckenridge disposable bag fee and Colorado's Plastics Pollution bill HB 21-1162. At Council's direction, Staff is proposing the following ordinance for first reading. It repeals and replaces title 5, chapter 12 to establish an ordinance to reduce single use plastics and increase recycled paper carryout bag fee.

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

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

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

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

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

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

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

5-12-1: DEFINITIONS:

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

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

CONTAINER: means a receptacle upon which or inside which food may be placed for consumption, whether or not the receptacle can be fully closed. Container includes hinged food containers, plates, bowls, bottles, cups, and trays.

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

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

1 EXPANDED POLYSTYRENE: means blown polystyrene, commonly known as Styrofoam™, and
2 any other expanded or extruded foam consisting of thermoplastic petrochemical materials
3 utilizing a styrene monomer and processed by techniques that may include:
4 (a) for expandable bead polystyrene, fusion of polymer spheres;
5 (b) injection molding;
6 (c) foam molding; and
7 (d) for extruded foam polystyrene, extrusion blow molding.
8 FARMERS' AND ARTISANS' MARKET: A market at which local farmers and artisans sell their
9 products and crafts directly to consumers.
10 FOOD: means any raw, cooked, or processed edible substance, ice, beverage, or ingredient
11 used or intended for use or for sale, in whole or in part, for human consumption.
12 FINANCE DIRECTOR: The Finance Director of the town, or such person's designee.
13 PLASTIC: means a synthetic material made from linking monomers through a chemical reaction
14 to create a polymer chain that can be molded or extruded at high heat into various solid forms
15 that retain their defined shapes during their life cycle and after disposal.
16 PLASTIC BEVERAGE CONTAINER: means a beverage container less than half gallon in size
17 and may or may not contain a lid.
18 POINT OF SALE: means a check-out stand, cash register, or other point at which a sales
19 transaction occurs in a store or retail food establishment or, for products that are ordered
20 remotely from a store or retail food establishment and delivered, the location where the products
21 are delivered.
22 POSTCONSUMER RECYCLED CONTENT: Any material that would otherwise be destined for
23 solid waste disposal, having completed its intended end use and product life cycle.
24 Postconsumer recycled material does not include materials and byproducts generated from
25 original manufacturing and fabrication process.
26 READY-TO-EAT FOOD: means food that is cooked or otherwise prepared in advance for
27 immediate consumption.

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

4 Recycled carryout bag does not include:

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

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

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

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

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

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

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

21 (a) Any private home;

22 (b) Private boarding houses;

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

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

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

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

1 SINGLE-USE FOOD SERVICEWARE means all types of single-use items provided by a retail
2 food establishment or third-party delivery platform, including, but not limited to, utensils,
3 chopsticks, napkins, condiment cups and packets, straws, stirrers, splash sticks, and cocktail
4 sticks, designed for a single-use.

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

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

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

19 5-12-2: RESTRICTIONS ON THE USE OF SINGLE-USE PLASTIC BAGS:

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

21 5-12-3: OPT-IN FOR ACCESSORIES PROVIDED BY RETAIL FOOD
22 ESTABLISHMENTS OR THIRD PARTY DELIVERY PLATFORMS:

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

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

29 C. This section shall not apply to:

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

3 2. Prepackaged items that include single-use condiments and single-use
4 serviceware.

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

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

10 D. On July 1, 2024, this section 5-12-3 shall hereby be repealed.

11 5-12-4: RECYCLED PAPER CARRYOUT BAG FEE:

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

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

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

20 5-12-5: SIGNAGE:

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

23 5-12-6: STORE COLLECTION, REMITTANCE, USES OF THE RECYCLED PAPER CARRY
24 OUT BAG FEE:

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

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

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

4 2. To provide the signage required;

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

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

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

10 6. To improve infrastructure to increase recycling.

11 5-12-7: TOWN RECYCLED PAPER CARRY OUT BAG FEE FUND AND USES:

12 A. Administration of the fund.

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

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

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

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

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

22 3. Educating and developing outreach for the entire community, including residents,
23 business, and visitors to the Town;

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

26 5-12-8: BAN ON SINGLE USE PLASTICS AND POLYSTYRENE:

1 A. Single use plastic beverage containers are prohibited for sale or use in any building or
2 portion of a building that the Town owns or leases, any building or portion of the building leased
3 to the Town, any Town park, and any special event of the Town or under a permit issued by the
4 Town.

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

9 C. Beginning July 1, 2024, any business in the Town of Breckenridge shall be prohibited
10 from selling or offering for sale any plastic beverage containers and further shall be prohibited
11 from providing plastic straws, single-use plastic food serviceware, and/or single-use
12 condiments.

13 D. Beginning July 1, 2024, any retail food establishment shall be prohibited from selling or
14 offering for sale all single use plastic containers.

15 5-12-9: EXEMPTIONS:

16 This chapter does not apply to:

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

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

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

24 5-12-10: AUDITS; RECORDS; PENALTIES:

25 A. Each store shall maintain accurate and complete records of the recycled paper carryout bag
26 fees collected, the number of bags provided to customers, the form and recipients of any notice
27 required pursuant to this chapter, and any underlying records, including any books, accounts,
28 invoices, or other records necessary to verify the accuracy and completeness of such records. It
29 shall be the duty of each store to keep and preserve all such documents and records, including

1 any electronic information, for a period of three years from the end of the calendar year of such
2 records.

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

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

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

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

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

19 5-12-11: Fines and Penalties:

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

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

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

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

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

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

4 5-12-12: APPEAL OF NOTICE OF FINAL DETERMINATION:

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

10 B. The manager or their designated hearing officer shall conduct the hearing under the
11 procedures prescribed by chapter 19 of title 1 of this code, except that the manager shall notify
12 the store in writing of the time and place of the hearing at least ten (10) days before it is
13 scheduled. The hearing shall be held within sixty (60) days of the date of receipt of the request
14 for a hearing, unless the Town and the store mutually agree to a later date or the hearing officer
15 otherwise has good cause to extend the time to hold a hearing.

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

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

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

24

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

30 TOWN OF BRECKENRIDGE, a Colorado municipal corporation

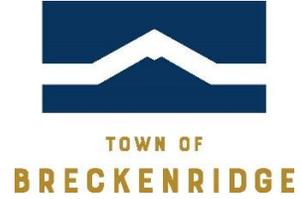
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By: _____

Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 2/7/2023
Subject: Re: Recycled Paper Bag Carryout Fee Tax Code Exemption

This is first reading of an ordinance that accompanies the plastics pollution bill and clarifies that the recycled paper carryout fee is exempt from the Town's sales tax code. This is consistent with the existing disposable bag fee.

Staff recommendations approval on first reading.

A BILL FOR AN ORDINANCE TO EXEMPT RECYCLED PAPER CARRYOUT BAG FEE FROM SALES TAX CODE.

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

Section 1. That a new subsection EE is hereby added to section 3-1-4 entitled "ITEMS EXEMPT FROM TAX" and underlined to read as follows:

EE. ____ The Breckenridge Recycled Paper Carryout Bag Fee established in chapter 12 of title 5.

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 14th day of February, 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of ____, 2023, 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

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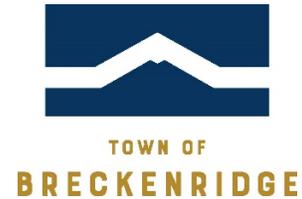
By: _____

Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,

Town Clerk



Memo

To: Breckenridge Town Council Members
Cc: Rick Holman, Shannon Haynes
From: James Phelps, Director Public Works
Date: 2/8/2023
Subject: A Bill for Ordinance (First Reading) Amending Title 12 -Municipal Water Utility, Chapter 3 – Cross Connections, Backflow Assembly compliance and civil penalties.

The Town of Breckenridge is the owner/operator of the municipal water utility. The Town is required by Colorado Department of Public Health and Environmental (CDPHE) to have a backflow prevention and cross connection control program. The town has had a backflow and cross connection program dating back fifty years or more. The last amendment to Title 12, Chapter 3, in Oct. 2016 included language requiring property owners to perform and report annually specific information of backflow devices. CDPHE over the last few years has adopted policy and implemented stronger compliance ratios and requirements for operators of municipal water utilities. CDPHE requires a ninety percent backflow program compliance rate of the water utility owner.

Town Code requires property owners to comply if the owner has a backflow assembly. This requirement includes an annual third-party inspection and submission of the pass/fail report to the Public Works Department. Currently, town code does not include a section for penalizing non-compliant property owners. CDPHE requires the town water utility to submit an annual report to demonstrate policy compliance. A compliance rate of less than 90 percent can result in a violation for the owner of the water utility. CDPHE has strict language for remedy of a program violation that includes mailing notices to all water customers.

The ordinance for approval will amend Title 12, Chapter 3. The amended language will provide authority to the town water utility to impose civil penalties to property owners that are in noncompliance of Town Code program requirements.

Chapter 3, Section 12-3-9 outlines compliance language and calendar days for compliance once noticed by the water utility. Failure to comply includes escalating penalties up to termination of water service for noncompliant property owners.

With the Town Council's approval of the attached ordinance, the ordinance will be in effect April 2023.

Staff will be present to answer any questions.

**A BILL FOR AN ORDINANCE AMENDING TITLE 12, CHAPTER 3,
PERTAINING TO THE TOWN'S WATER SYSTEM CROSS CONNECTION
CONTROL PROGRAM AND IN CONNECTION THEREWITH ADOPTING CIVIL
PENALTIES FOR FAILURE TO COMPLY WITH THE PROGRAM
REQUIREMENTS.**

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

Section 1. That section 12-3-4 of the code is hereby amended to add new definitions that shall be placed in alphabetical order to read as follows:

COMPLAINANT: The responsible party who has filed an appeal of civil penalties imposed under this chapter.

RESPONSIBLE PARTY: The person billed for water service provided by the town, or the owner of the property served by town water if the owner is different than the person billed. In the event that the property owner and the person billed for town water service are different, the owner shall be solely responsible for all obligations and duties of this section.

Section 2. That section 12-3-5 is hereby repealed and replaced with the language underlines as follows:

A. All properties that are connected to the town's water system, except single-family residential uses without a fire suppression system, shall be subject to a survey for cross connections.

B. If a cross connection has been identified, the responsible party shall install an appropriate backflow prevention assembly and/or method at the responsible party's water service connection within one hundred twenty (120) days of its discovery.

C. The responsible party shall ensure that any backflow prevention assembly is installed in the following manner and/or location:

1. Downstream of the water meter or as close to that location as deemed practical by the town.

2. Provides access for maintenance, testing, and repair.

3. Provides adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact the waters of the state.

1 4. Protected in a manner to prevent freezing. Those assemblies and methods used
2 for seasonal services may be removed in lieu of being protected from freezing; provided,
3 however, that devices must be reinstalled and then tested by a certified cross connection control
4 technician prior to the service being activated.

5 5. Does not have connections or tees between the meter and the containment
6 backflow prevention assembly.

7 6. Provides a pressure controlling device where a backflow prevention assembly or
8 method is installed on a water supply system using storage water heating equipment such that
9 thermal expansion causes an increase in pressure

10 7. Reduced pressure principle backflow preventers shall not be subject to flooding.

11 8. In instances where a reduced pressure principle backflow preventer cannot be
12 installed, the responsible party shall install approved backflow prevention devices or methods at
13 all cross connections within the responsible party's plumbing system.

14 D. Existing buildings shall comply with all requirements of this chapter except for fire
15 sprinkler systems where the installation of a backflow prevention assembly or method will
16 comprise the integrity of the fire sprinkler system.

17 E. For new buildings, all building plans must be submitted to the town's building official for
18 review and approval in accordance with the adopted building codes in title 8, chapter 1, as
19 amended from time to time. In addition to requirements of this section, the plans must show:

20 1. Water service type, size and location;

21 2. Meter size and location;

22 3. Backflow prevention assembly size, type and location; and

23 4. Fire sprinkler system(s) service line, size, and type of backflow prevention assembly.

24 i. All fire sprinkling lines shall have a minimum protection of an approved double check
25 valve assembly for containment of the system.

26 ii. All glycol (ethylene or propylene) or antifreeze systems shall have an approved
27 reduced pressure principle backflow preventer for containment.

28 iii. Dry fire systems shall have an approved double check valve assembly installed
29 upstream of the air pressure valve.

30 iv. In cases where the installation of a backflow prevention assembly or method will
31 comprise the integrity of the fire sprinkler system the town will not require the backflow
32 protection. The town will measure chlorine residual at the service connection once a month and
33 perform periodic bacteriological testing at the site. If the town suspects water quality issues, the

1 town will evaluate the practicability of requiring that the fire sprinkler system be flushed
2 periodically.

3 **Section 3.** That section 12-3-6 entitled "INSPECTIONS, TESTING, AND REPAIR" shall
4 be amended by deleting the language stricken and adding the language underlined to read as
5 follows:

6 12-3-6: INSPECTIONS, TESTING, AND REPAIR:

7 A. The town shall require inspection testing, maintenance, and repairs and replacement of all
8 backflow prevention assemblies and methods, and of all required installations within the
9 responsible party's plumbing system in the cases where containment assemblies and/or
10 methods cannot be installed. All costs for design, installation, maintenance, testing and as
11 needed repair and replacement are to be borne by the responsible party.

12 B. The responsible party shall have a certified cross connection control technician test, at
13 the responsible party's sole expense, all Bbackflow prevention devices or methods shall be
14 tested by a certified cross connection control technician upon installation and tested at least
15 annually, thereafter. The tests shall be made at the expense of the owner.

16 4. C. The responsible party shall have a certified cross connection control technician
17 inspect, at responsible party's sole expense, Any backflow prevention device or method
18 that is nontestable shall be inspected at least once annually by a certified cross connection
19 control technician. The inspections shall be made at the expense of the owner.

20 BD. Within sixty (60) days of a failed test, the backflow prevention devices shall be repaired
21 and retested or replaced and tested at the expense of the owner. If not properly repaired and
22 retested or replaced and tested within sixty (60) days of a failed test, the town has the authority
23 to complete one of the following actions:

- 24 1. Control the cross-connection;
- 25 2. Remove the cross-connection; or
- 26 3. Suspend water service to the water using property where the cross-connection is
27 located.

28 C. The responsible party shall test and calibrate Ttesting gauges shall be tested and calibrated
29 for accuracy at least once annually.

30

1 **Section 4.** That section 12-3-7 entitled “REPORTING AND RECORDKEEPING:” shall
2 be amended by deleting the language stricken and adding the language underlined to read as
3 follows:

4 A. The responsible party shall retain ~~Copies~~ of records of test reports, repairs, and retests, or
5 replacements ~~shall be kept by the owner~~ for a minimum of three (3) years.

6 B. The responsible party shall submit to the town via www.trackmybackflow.com ~~Copies~~ of
7 records of test reports, repairs and retests ~~shall be submitted to the town via~~
8 ~~www.trackmybackflow.com by~~ of the testing company or testing technician.

9 C. Test reports shall contain the following information:

- 10 1. Assembly or method type;
- 11 2. Assembly or method location;
- 12 3. Assembly make, model and serial number;
- 13 4. Assembly size;
- 14 5. Test date;
- 15 6. Test results including all results that would justify a pass or fail outcome;
- 16 7. Certified cross connection control technician certification agency;
- 17 8. Technician's certification number;
- 18 9. Technician's certification expiration date;
- 19 10. Test kit manufacturer, model and serial number;
- 20 11. Test kit calibration date; and
- 21 12. Such other information as the Water Division Manager shall require.

22 **Section 5.** That section 12-3-8 entitled “RIGHT OF ENTRY” is hereby repealed and
23 replaced in its entirety to read as follows:
24

25 Upon presentation of credentials, a representative of the town shall have the right to request
26 entry, at any reasonable time, to a property served by a connection to the water system for the

1 purpose of inspecting the property for cross connections. If such entry is refused, the
2 representative may procure the right to enter and inspect by application to and proper orders
3 from the municipal court. It shall be unlawful for any owner or occupant to refuse to allow the
4 representative access to a property when the representative is acting in compliance with a
5 warrant for inspection and order issued by the municipal court. Refusing entry to the town
6 representative shall be sufficient cause for the town to discontinue water service to the property.

7
8 **Section 6.** That section 12-3-9 entitled "COMPLIANCE" is hereby repealed and replaced
9 in its entirety to read as follows:

10 12-3-9: COMPLIANCE, NOTICE OF VIOLATION AND CIVIL PENALTIES:

11 A. Failure of the responsible party to comply with the requirements of this chapter shall be
12 subject to the following actions and penalties:

13 1. Upon failure to comply, a notice of reminder will be mailed to the responsible party.
14 The responsible party shall have thirty (30) calendar days from the annual due date to comply.

15 2. In the event that the responsible party does not comply within thirty (30) days of the
16 annual due date, a first violation notice and a \$1,000.00 charge will be added to the water bill for
17 the property as a civil penalty. If the responsible party provides proof of compliance to the town
18 within sixty (60) days of the annual due date, \$600.00 of this charge will be waived.

19 3. In the event that the responsible party does not comply within sixty (60) days of the
20 annual due date, a second violation notice and a \$2,000.00 charge will be added to the water
21 bill for the property as a civil penalty.

22 3. In the event that the responsible party does not comply within ninety (90) days of the
23 annual due date, notice of termination of service will be left at the property and mailed to the
24 party billed for water service and the property owner, if different from the billed party. Water
25 service may be terminated seven (7) days after notice and may remain terminated until such
26 time as the responsible party complies with the requirements of this chapter.

27 B. Any penalty imposed pursuant to this section may be appealed to the town manager or their
28 designee pursuant to the appeal procedure set forth in section 12-3-10.

29 C. Service of water to any premises may also be discontinued by the public works director or
30 their designee if uncontrolled cross-connections exist on the premises, if any defect is found in
31 an installed backflow prevention assembly, if a backflow prevention assembly has been
32 removed or bypassed or does not adequately protect the public health.

1 D. Service will be discontinued within one hundred and twenty (120) days of notification of a
2 failed test or notification of an inadequate backflow prevention method and shall not be restored
3 until such conditions or defects are corrected to the satisfaction of the director.

4
5 **Section 7.** That section 12-3-10 entitled "CONFLICT WITH OTHER CODES" be
6 repealed and replaced with the language underlined below to read as follows:

7 12-3-10: APPEAL PROCESS

8 A person may request an appeal of any civil penalty imposed under this chapter by submitting a
9 complaint in writing within twenty (20) days after the date of the notice of violation. The town
10 manager or their designated hearing officer set the matter for a hearing within thirty (30) days
11 after receipt of the complaint, or shall schedule a hearing on a date agreeable to both parties.
12 A complainant shall be given reasonable notice of any hearing before a hearing officer by U.S.
13 mail. When a complainant is represented by an attorney, notice of any action, finding,
14 determination, decision or order affecting the complainant shall also be served upon the
15 attorney by U.S. mail.

16 **Section 8.** That a new section 12-3-11 be added to read as follows:

17
18 12-3-11: CONDUCT AND PROCEDURES AT HEARINGS:

19 A. The complainant shall be allowed to be represented by counsel, the parties shall have
20 the right to present evidence, and cross examine witnesses. The burden of proof shall be on
21 the town to prove a violation by a preponderance of the evidence.

22 B. The hearing officer shall make findings of fact for review by the town manager.

23 C. Upon receipt of the findings of fact, the town manager shall make a final determination
24 as to the penalty imposed.

25 D. Stipulation in Lieu of Public Hearing. A complainant who has filed an appeal in
26 accordance with this section may contact the town attorney to discuss allegations in the
27 complaint and in attempt to resolve the matter without a hearing; provided however, the
28 complainant shall contact the town attorney no later than seven (14) days prior to the scheduled
29 hearing date.

30 E. The Town's manager's decision shall be delivered in writing to the complainant and shall
31 be final, subject to the right of complainant to contest the matter in an appropriate court action
32 commenced under rule 106(a)(4) of the Colorado rules of civil procedure.

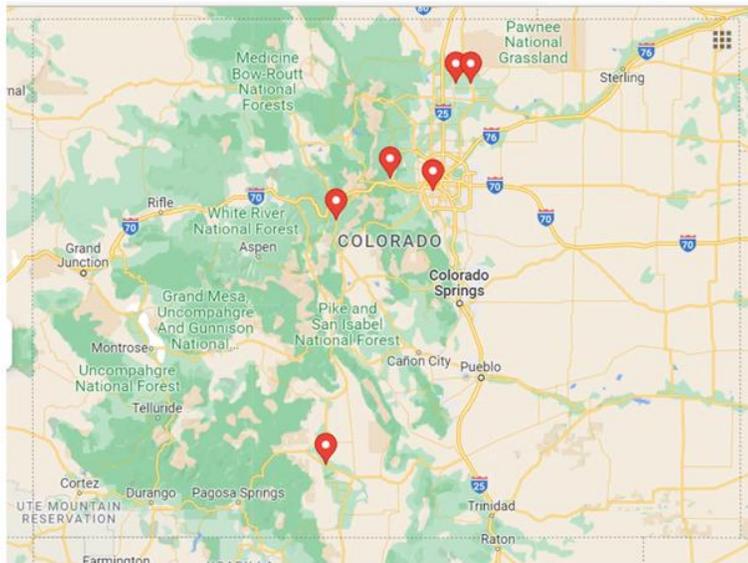
Memo

To: Breckenridge Town Council
From: Teddy Wilkinson, Sustainability Administrator
Date: 2/6/2023
Subject: Easements for EV Supply Infrastructure (1st Reading)

This Bill authorizes the Town Manager to enter into a service agreement with Xcel, as well as provide the accompanying easement, to install and maintain EV supply infrastructure and Xcel-owned charging equipment at the Breckenridge Grand Vacations Community Center (103 South Harris St).

Through this site host agreement, Xcel will install, own, and operate two DC Fast Chargers at this location, which would be open and available for use by the public. Current design locates the chargers in the North parking lot. Breckenridge was one of just 6 communities selected in the first round of this program, out of 21 applications received.

Colorado Xcel Energy Owned DC Fast Charging (2023)



Location	Type	# chargers	# ports
Monte Vista	Connector	4	4
Central City	Connector	2	2
Severance	Connector	2	4
Eaton	Connector	2	4
Breckenridge	Market	2	2
Lakewood	Market	2	4

This project would bring a much-needed EV fast charging opportunity to the community, at little to no cost to the Town. If approved, installation work would likely begin this summer. Staff recommends that Council approve this bill on first reading.

AN ORDINANCE AUTHORIZING THE GRANTING OF EASEMENTS TO PUBLIC SERVICE COMPANY OF COLORADO FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND XCEL ENERGY OWNED CHARGING EQUIPMENT.

WHEREAS, Public Service Company of Colorado has requested the granting of certain easements over, across, and through certain real property owned by the Town; and

WHEREAS, the Town Council of the Town of Breckenridge has determined that it should grant the requested easements; and

WHEREAS, Section 15.3 of the Breckenridge Town Charter requires that granting of an easement be authorized by ordinance.

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

Section 1. The Town Manager is authorized, empowered, and directed to execute, acknowledge, and deliver to Public Service Company of Colorado easements for the installation of electric vehicle charging equipment as more fully described in the Xcel Energy DCFC Site Host agreement, Exhibit A, attached hereto and incorporated by reference.

Section 2. The Xcel Energy DCFC Site Host agreement contemplates that the Town shall grant to Public Service Company of Colorado an easement area at the Breckenridge Grand Vacations Community Center, 103 South Harris St.

Section 3. The areas in the approved easements for each location shall be further described and defined on the basis of an as-built drawing and description to be provided by Public Service Company of Colorado at its cost following the installation of Public Service Company of Colorado's charging stations. Upon the approval by Grantor and Grantee of the as-built drawing and description of the easement areas the Town Manager is further authorized to execute, acknowledge, and deliver an amended grant of easement based on an as-built legal description.

Section 4. 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,

1 and improve the order, comfort and convenience of the Town of Breckenridge and the
2 inhabitants thereof.

3 **Section 5.** This ordinance shall be published and become effective as provided by
4 Section 5.9 of the Breckenridge Town Charter.

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

9

10 TOWN OF BRECKENRIDGE, a Colorado
11 municipal corporation

12

13

14

15

By: _____

16

Eric S. Mamula, Mayor

17

18 ATTEST:

19

20

21

22

23 Helen Cospolich, CMC,

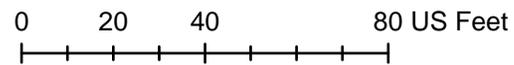
24 Town Clerk

25



Town of Breckenridge
 South Brach Library- 103 S Harris
 Proposed EV Charging Stations
 and Parking Spaces

-  Xcel-owned single-port DCFC EV Charger
-  EV Parking Spaces- 9' x 19'



XCEL ENERGY DC FAST CHARGING SITE HOST AGREEMENT

THIS XCEL ENERGY DC FAST CHARGING SITE HOST AGREEMENT (the “Agreement”), is made on the date last executed (“Effective Date”) by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, doing business as Xcel Energy (“Xcel Energy”), 1800 Larimer Street, Denver, Colorado 80202, and _____ (“Site Host”) having an address of _____ . Customer and Xcel Energy may be referred to herein individually as a “Party” or collectively as the “Parties.”

The Parties hereto, each in consideration of the promises of the other in this Agreement, agree as follows:

1. Definitions

- “Applicable Laws” means all applicable federal and state laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, and orders of any governmental entity having jurisdiction over the electric vehicle (“Electric Vehicle” or “EV”) the Program, the services set forth in this Agreement, the practices involved in the services set forth in this Agreement, or any work Xcel Energy or Customer performs relating to this Agreement.
- “Infrastructure Buyout Amount” means an amount equal to the EV Supply Infrastructure Costs reduced by ten percent (10%) for each full calendar year between the In-Service Date and the date of termination of the Agreement. By way of example only, if the Agreement is terminated eighteen (18) months after the In-Service Date, and Customer is required to pay the Infrastructure Buyout Amount in accordance with Section 5 of this Agreement, the Infrastructure Buyout Amount payable by Customer would be equal to ninety percent (90%) of the EV Supply Infrastructure Costs. In the event the Agreement is terminated by Customer under Section 5.1 or terminated by Xcel Energy for Customer’s breach under Section 5.2.3 prior to the In-Service Date, the Infrastructure Buyout Amount shall equal the EV Supply Infrastructure Costs.
- “Site Host Location” means _____

_____.
- “Dispute” means a disagreement between Xcel Energy and Site Host that arises under, or that relates to, the Agreement.
- “EV Driver” means an individual who uses the Charging Equipment at the Site Host Location to charge an Electric Vehicle.
- “EV Supply Infrastructure” means service panels, conduit, and wiring from the service connection to the charger stub. EV Supply Infrastructure also includes the line extension necessary to connect Xcel Energy’s distribution system to the service connection and does not include the Charging Equipment.

- "EV Supply Infrastructure Costs" means the total costs and expenditures incurred by Xcel Energy to procure, design, construct, and install the EV Supply Infrastructure at the Site Host Location, including but not limited to costs of labor, labor loading, materials, transportation, overhead, indirect allocated costs, any allowance for funds used during construction ("AFUDC"), and any other capital related expenditures.
- "Facilities" means any privately, publicly, or cooperatively owned line, system, and/or other utility item that produces, transmits, or distributes communications, power, cable, television, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, signal systems, and other products or services that serve the public, and/or a privately-owned irrigation system. Any necessary appurtenances to each Facility are considered a part of the Facility.
- "In-Service Date" means the date that EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location has been installed, connected, tested, and is ready to use by EV Drivers. Following the installation and testing of the EV Supply Infrastructure, and Xcel Energy Owned Charging Equipment at the Site Host Location, the Parties will mutually agree upon and document the In-Service Date applicable to the Site Host Location.
- "Program" means the Xcel Energy DC Fast Charging Program under which Xcel Energy will procure, install, maintain, own and operate EV Supply Infrastructure and Xcel Energy Owned Charging Equipment to support EV charging by EV Drivers at the Site Host Location.
- "Xcel Energy Owned Charging Equipment" means the Charging Equipment which is supplied, installed, owned and operated by Xcel Energy at the Site Host Location.

2. Eligibility and Availability

- 2.1 To be eligible to participate in the Program and prior to Xcel Energy undertaking any Xcel Energy responsibility set forth in Section 4, Site Host must meet, and continue to meet during the Term, and will provide documentation acceptable to Xcel Energy evidencing that Site Host meets all the following requirements (the "Site Host Requirements"):
- 2.1.1 Qualify as a non-residential electric customer of Xcel Energy in Colorado;
 - 2.1.2 Be located in a pre-approved geographic location as determined by Xcel Energy
 - 2.1.3 Own or lease the Site Host Location
 - 2.1.4 Provide express written consent, in a form acceptable to Xcel Energy in its sole discretion, from the owner of the Site Host Location to grant Xcel Energy the appropriate real property rights and continuous access to EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, installed, owned, maintained and operated by Xcel Energy, including an easement signed by the owner of the Site Host Location, in the form attached hereto as Exhibit A;
 - 2.1.5 All Charging Equipment electric load will be separately metered from any other load served at the Site Host Location;

- 2.2 To be eligible to receive EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Site Host must also provide documentation acceptable to Xcel Energy evidencing that the Site Host Location meets the following requirements (the “Site Host Location Requirements”):
 - 2.2.1 Be located in Xcel Energy’s electric service territory;
 - 2.2.2 Be located in a pre-approved geographic location as defined by Xcel Energy
 - 2.2.3 Meet Xcel Energy’s minimum safety, accessibility, convenience, and reliability requirements;
 - 2.2.4 Be able to provide a location acceptable to Xcel Energy, in Xcel Energy’s sole determination, to deploy Xcel Energy Owned Charging Equipment in a cost-effective manner, based on factors such as proximity to transformers, length of trenching, available transmission and distribution capacity, and ease of access for EV Drivers, as determined by Xcel Energy in its sole discretion; and

3. Site Host Responsibilities

- 3.1 Site Host will comply with Xcel Energy’s safety and technical specifications.
- 3.2 Site Host will assist in coordinating installation and maintenance of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location with Xcel Energy and its contractor(s), including any applicable Charging Equipment manufacturers, vendors, or subcontractors, who provide services in connection with installing and maintaining the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. This will include issuing or obtaining any necessary license and right to allow Xcel Energy and its contractor(s) access to the Site Host Location for the installation and maintenance of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. Site Host will also meet regularly with Xcel Energy to review and coordinate time schedules and track EV Supply Infrastructure and Xcel Energy Owned Charging Equipment installation status.
- 3.3 Site Host will provide Xcel Energy with accurate and complete information in order to permit Xcel Energy to successfully install and complete the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment for the Program.
- 3.4 After installation of both the Xcel Energy Owned Charging Equipment and EV Supply Infrastructure is completed, Site Host will make the Site Host Location where the Xcel Energy Owned Charging Equipment is situated available to EV Drivers for EV charging twenty-four (24) hours each day, seven (7) days each week and continue to operate business at the Site Host Location as described in Customer’s Program application submitted to and approved by Xcel Energy. This includes ensuring that the parking spaces

designated for the use of the Xcel Energy Owned Charging Equipment are not used for general parking and are available at all times for EV Drivers to charge their EVs.

- 3.5 Site Host will promptly notify Xcel Energy or its charging network provider in the event Site Host becomes aware that the Xcel Energy Owned Charging Equipment or EV Supply Infrastructure fails to operate or otherwise requires repair.
- 3.6 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure or Xcel Energy Owned Charging Equipment, that is caused by the Site Host or its employees, agents, or contractors, and not covered by a manufacturer's warranty, Site Host may either request that Xcel Energy replace the necessary equipment at Site Host's expense or terminate this Agreement pursuant to Section 5.1 and pay Xcel Energy the Infrastructure Buyout Amount as set forth in Section 5.3.
- 3.7 Site Host will maintain the area surrounding the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, including but not limited to, pavement maintenance, pruning of vegetation, snow removal, and the repair of security lighting.

4. Xcel Energy Responsibilities

- 4.1 Xcel Energy and/or qualified and competent contractors hired by Xcel Energy will prepare construction drawings ("Construction Drawings") for the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at location(s) within the Site Host Location determined by Site Host in coordination with Xcel Energy. The Construction Drawings will show the proposed EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, and its location(s) within the Site Host Location. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure, Customer will receive Construction Drawings.
- 4.2 Xcel Energy will prepare and coordinate the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, installation schedule ("Installation Schedule") with designated Site Host staff as to minimize disruption to Site Host's operations. Xcel Energy will also meet regularly with Site Host staff to review and coordinate time schedules and track EV Supply Infrastructure and Charging Equipment installation status. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Site Host must approve the Installation Schedule. Once approved, the Installation Schedule may be modified only with the mutual consent of both Parties.
- 4.3 Xcel Energy will install the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, pursuant to the Installation Schedule and consistent with the Construction Drawings in a good and workmanlike manner, with qualified and competent contractors, in compliance with all applicable codes and engineering standards, and in compliance with all Applicable Laws.
- 4.4 Except as otherwise provided in this Agreement, Xcel Energy will retain title and ownership of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, once installation and commissioning are completed. Site Host shall acquire no right, title, or interest in any portion of the work performed by Xcel Energy or Xcel Energy's

equipment, EV Supply Infrastructure, Xcel Energy Owned Charging Equipment, or Facilities unless transferred to Site Host under the provisions in Section 5. The work constructed and installed by Xcel Energy shall be and remain the personal property of Xcel Energy, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Site Host or any third party for the Term of this Agreement, and Site Host shall not allow lien claims, third-party interest, or any encumbrances to be placed on the work, EV Supply Infrastructure, and/or Xcel Energy Owned Charging Equipment. Xcel Energy shall not permit any mechanics' or other liens to be placed on Site Host Location during the Term of this Agreement caused by or resulting from any work performed, materials, or supplies furnished by or at the request of Xcel Energy or its contractors.

- 4.5 Xcel Energy shall own, operate, and maintain, at its own expense, the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location for the Term of this Agreement, unless terminated earlier as provided herein. Xcel Energy may engage one or more third-party contractors to complete its obligations under this Agreement. Xcel Energy shall not knowingly award contracts to contractors who have been or are suspended or debarred by the State of Colorado or the United States. Xcel Energy shall be responsible for supervising any third-party contractor it chooses to retain.
- 4.6 After installation of, and while Xcel Energy owns, the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Xcel Energy shall conduct emergency repairs on the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment on an as needed basis in accordance with the following:
 - 4.6.1 Requests for emergency repairs can be made by Site Host or Xcel Energy staff.
 - 4.6.2 Site Host's requests for repair shall be made via telephone, email, or text message to an agreed-upon third party or representative at Xcel Energy.
 - 4.6.3 All emergency repairs shall be completed by qualified technicians selected by Xcel Energy.
 - 4.6.4 Emergency repair service calls shall begin with inspection of malfunctioning EV Supply Infrastructure or Xcel Energy Owned Charging Equipment, as applicable, a diagnosis of the potential issue, and an expected time required for repair.
 - 4.6.5 Xcel Energy shall use commercially reasonable efforts to repair the EV Supply Infrastructure or Xcel Energy Owned Charging Equipment, as applicable, in a timely manner.
- 4.7 After installation of, and while Xcel Energy owns the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Xcel Energy may inspect the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location for general wear or malfunction on a periodic basis as determined by Xcel Energy.

- 4.8 Xcel Energy shall be responsible for the cost of purchasing and installing the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. Xcel Energy shall also be responsible for all costs that Xcel Energy, in its sole discretion, deems reasonably required for operating and maintaining the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. All payments for this EV Supply Infrastructure and Xcel Energy Owned Charging Equipment will be made directly by Xcel Energy to the third-party contractor retained to complete the work, and Xcel Energy will have no financial obligation for any payments to Site Host.
- 4.9 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment that is caused by Xcel Energy, or its employees, agents, or contractors, and not covered by a manufacturer's warranty, Xcel Energy may either replace the necessary equipment at Xcel Energy's expense or terminate this Agreement pursuant to Section 5.1.
- 4.10 Xcel Energy may charge EV Drivers for the use of the Xcel Energy Owned Charging Equipment and will determine, in its sole discretion, the rates charged to EV Drivers per Colorado Public Utility Commission (the "Commission") Docket 21AL-0494E. Xcel Energy will process all payments and collect all revenues from charging that occurs at Xcel Energy Owned Charging Equipment. Site Host shall not be entitled to any payment or revenues generated from the use of the Xcel Energy Owned Charging Equipment.
- 4.11 Xcel Energy will pay for the power consumed by the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment.

5. Term and Termination

- 5.1 This Agreement shall be effective upon the Effective Date. The term of this Agreement (the "Term") shall be from the Effective Date until ten (10) years following the In-Service Date. Subject to Section 5.3, either Party may terminate this Agreement for any reason or no reason, without cause, at any time by providing the other Party sixty (60) Calendar Days prior written notice. If Xcel Energy terminates this Agreement pursuant to this Section 5.1 for a reason other than Site Host's material breach of Site Host's obligations under this Agreement, Xcel Energy shall transfer title of the EV Supply Infrastructure to Site Host without any payment from Site Host, including the Infrastructure Buyout Amount, and the EV Supply Infrastructure will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy. Upon termination, Xcel Energy Owned Charging Equipment will be removed by Xcel Energy at its own expense.
- 5.2 Either Party may terminate this Agreement if the other Party materially breaches any of its obligations under the Agreement, in accordance with the following:
- 5.2.1. Prior to termination pursuant to this Section 5.2, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of the notice (or if the breach is not one that can be reasonably cured within thirty (30) days and if the breaching Party is not working diligently to cure such breach), then the Party giving the notice may

terminate the Agreement without reference to Section 5.1 at any time thereafter by giving a written notice of termination.

- 5.2.2. If Site Host terminates pursuant to this Section 5.2 for Xcel Energy's material breach of the Agreement, as Site Host's sole and exclusive remedy, Xcel Energy shall transfer title of the EV Supply Infrastructure to Site Host, without any payment from Site Host, including the Infrastructure Buyout Amount set forth in Section 5.3, and the EV Supply Infrastructure will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy.
- 5.2.3. If Xcel Energy terminates pursuant to this Section 5.2 for Site Host's material breach of the Agreement, Site Host shall pay the Infrastructure Buyout Amount, and when such fee is paid, Xcel Energy shall transfer title of all EV Supply Infrastructure to Site Host on an "AS IS" basis, without any warranty (express or implied).
- 5.2.4. A Party terminating this Agreement pursuant to this Section 5.2 does not waive its rights to any remedy at law or in equity for a material breach of the Agreement.

5.3 Should (a) Site Host terminate this Agreement for any reason other than pursuant to the provisions of Section 5.2.2 for Xcel Energy's material breach of its obligations hereunder, or (b) Xcel Energy terminate this Agreement pursuant to the provisions of Section 5.2.3 for Site Host's material breach of its obligations hereunder, Site Host will be charged and Site Host will pay to Xcel Energy the Infrastructure Buyout Amount. The Infrastructure Buyout Amount, if applicable, will be due and payable by Site Host thirty (30) days following the termination of the Agreement. Upon payment of the Infrastructure Buyout Amount, Xcel Energy will transfer title of the EV Supply Infrastructure to Site Host on an "AS IS" basis, without any warranty (express or implied).

5.4 At least one hundred and eighty (180) Calendar Days prior to the end of the Term of this Agreement, the Parties shall endeavor to negotiate a mutually agreeable plan for the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment that will commence at the end of the Term of this Agreement, including but not limited to the following:

- 5.4.1 Extension of the Term of this Agreement for a mutually agreed period of time with the default extension option being 5 years;
- 5.4.2 Upon expiration of the Term, Xcel Energy transfers the title to the EV Supply Infrastructure to Site Host in "AS IS" condition, without any warranties (express or implied) by Xcel Energy; or
- 5.4.3 Upon expiration of the Term, Xcel Energy removes, at Site Host's expense, the portion of the EV Supply Infrastructure that is above ground, restoring the Site Host Location to original conditions or any other conditions agreed upon by the Parties, and Xcel Energy shall transfer title of the remaining portion of the EV Supply Infrastructure that is not above ground to Site Host, without any

payment from Site Host, and the Remaining EV Supply Infrastructure will be deemed abandoned in place in “AS IS” condition, without any warranty (express or implied) by Xcel Energy.

- 5.5 If, at the end of the Term of the Agreement, the Parties have not come to a mutual agreement pursuant to Section 5.4 above, the Term of the Agreement shall continue until the Parties are able to come to a mutual agreement or until either Party unilaterally terminates the Agreement pursuant to Section 5.1.
- 5.6 Upon termination or expiration of the Agreement, Xcel Energy will remove any Xcel Energy Owned Charging Equipment from the Site Host Location at no cost to Site Host.
- 5.7 Upon termination or expiration of the Agreement, to the extent Site Host takes ownership of the EV Supply Infrastructure, Site Host assumes the responsibility of maintaining the EV Supply Infrastructure, and in order to continue receiving electric service, Site Host must take electric service pursuant to a tariff for which the Site Host is then eligible.

6. Warranties, Indemnification, and Limitation of Liability

- 6.1 Site Host represents and warrants that: (i) the execution, delivery, and performance of the Agreement has been duly authorized by all requisite action on the part of Site Host, and Site Host has full power and authority to grant the rights and licenses granted by the Agreement to Xcel Energy; (ii) this Agreement constitutes the legal, valid, and binding obligation of Site Host; (iii) Site Host is and will remain duly licensed, authorized or qualified to do business, and in good standing; and (iv) Site Host is and will remain in compliance with all Applicable Laws applicable to Site Host in connection with performance under this Agreement.
- 6.2 Xcel Energy, itself or through its contractor(s), shall perform the installation of the EV Supply Infrastructure and the Xcel Energy Owned Charging Equipment, as applicable, in a safe and professional manner in accordance with all Applicable Laws. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6.2, XCEL ENERGY MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT, WITH RESPECT TO THE WORK TO BE PERFORMED, SERVICES TO BE PROVIDED, OR EV SUPPLY INFRASTRUCTURE OR XCEL ENERGY OWNED CHARGING EQUIPMENT TO BE DELIVERED UNDER THIS AGREEMENT. IN THE EVENT TITLE TO EV SUPPLY INFRASTRUCTURE OR XCEL ENERGY OWNED CHARGING EQUIPMENT IS TRANSFERRED TO SITE HOST IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THE EV SUPPLY INFRASTRUCTURE AND XCEL ENERGY OWNED CHARGING EQUIPMENT IS PROVIDED “AS IS” AND WITH NO WARRANTY OF ANY KIND. XCEL ENERGY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 6.3 **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL XCEL ENERGY BE LIABLE TO SITE HOST AND ITS AGENTS CONTRACTORS AND EMPLOYEES, FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.**

- 6.4 Subject to the limitations contained in this Agreement, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by Applicable Laws and shall not be responsible for the acts of the other Party and the results thereof. Notwithstanding the foregoing, to the fullest extent allowed by Applicable Laws, Site Host shall, at its own expense, defend, indemnify, and hold Xcel Energy harmless from and against any claims, lawsuits, liability, losses, damages, or expenses (including attorney's fees) arising out of, resulting from, or in any way connected with the: (i) breach of any warranty set forth in Section 6.1; or (ii) the breach of Sections 2.1.4 and 3.2.
- 6.5 In no event will Xcel Energy be liable to Site Host for any claims, expenses, losses, damages, or lawsuits arising out of any interruptions or disturbances in electric service. Except as described in this section, Xcel Energy's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement, or from performance or breach thereof, shall in no case exceed the total dollar amount for the specific work giving rise to the claim.

7. General Terms

- 7.1 *No Third-Party Beneficiary.* This Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
- 7.2 *Assignment Prohibited.* Site Host shall not assign the Agreement, or any part thereof, nor delegate in whole or in part, its responsibilities hereunder, without the prior written consent of Xcel Energy. Unless otherwise agreed to in writing by Xcel Energy, no assignment will release or discharge Site Host from any obligations under the Agreement. Any prohibited assignment or delegation shall be null and void.
- 7.3 *Legal Compliance.* The Parties shall comply with all Applicable Laws. Each Party shall monitor its agents, contractors, and employees for the purposes of ensuring compliance with all Applicable Laws. If any change in circumstances or law will affect a Party's performance under this Agreement, that Party shall notify the other Party of the change in circumstances or law at the earliest reasonable opportunity, and the Parties will negotiate in good faith to modify the Agreement to take into account the changed circumstance or law.
- 7.4 *Dispute Resolution.* In the event of any Dispute arising out of or relating to this Agreement, the complaining Party shall provide written notice of the Dispute to the other Party. The Dispute notice shall describe the facts surrounding the Dispute in sufficient detail to apprise the other Party of the nature of the Dispute.

Xcel Energy and Site Host shall attempt in good faith to settle all Disputes through the negotiation process set forth in this Section. To this effect, unless otherwise agreed, Xcel Energy and Site Host shall conduct at least one face-to-face meeting between the designated representatives from both Parties in an attempt to reach a solution that is satisfactory to both Xcel Energy and Site Host. Such a meeting shall take place within seven (7) Calendar Days following delivery of a Dispute notice. If that meeting does not

resolve the Dispute, Xcel Energy and Site Host shall have executive level leadership from both Parties meet and attempt to resolve the Dispute.

If Xcel Energy and Site Host fail to resolve a Dispute in accordance with this Section, either Party may, subject to Section 7.5, proceed to a court of competent jurisdiction and may, subject to any limitation set forth herein, pursue any remedies available to it at law or in equity.

- 7.5 *Applicable Law and Venue.* This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for all legal proceedings arising out of or relating to this Agreement or breach thereof shall be in the state or federal court with competent jurisdiction in Denver County, Colorado.
- 7.6 *Non-Waiver.* The failure of either Party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in this Agreement shall not be deemed a waiver by that Party of any subsequent breach or default in the said terms, conditions, or covenants by the other Party.
- 7.7 *Complete Agreement.* This Agreement constitutes the complete and exclusive understanding of the Parties concerning its subject matter. This Agreement supersedes all prior agreements, representations, understandings, and communications, written or oral, between the Parties as to the subject matter of this Agreement.
- 7.8 *Amendments.* The terms of this Agreement may be changed, amended or modified only by mutual signed agreement of the Parties.
- 7.9 *Consent to Disclose.* Site Host consents to Xcel Energy's disclosure of the existence, terms, and status of this Agreement consistent with Commission data privacy requirements. Site Host further acknowledges that pursuant to Section 3.7 of this Agreement, Xcel Energy may disclose any information and documents Site Host provides to Xcel Energy pursuant to this Agreement. Site Host also consents to Xcel Energy's disclosure of any information concerning the EV Supply Infrastructure and related services provided to Site Host that Xcel Energy has in its possession, including "Site Host data" as defined by Commission rules, to address Xcel Energy's reporting requirements in Commission proceedings, including without limitation those established in Proceeding No. 20A-0204E. To the extent the Commission requires any additional written consent from Site Host for disclosure of such information, Site Host agrees to cooperate with any such request by Xcel Energy. Without limiting the foregoing, by signing this Agreement and participating in the Program, the Site Host consents and authorizes Xcel Energy to provide the Site Host's information related to the Agreement or the Program to third parties, including but not limited to the Colorado Energy Office and the Regional Air Quality Council, for the purpose of administering the Program, coordinating with other third parties offering EV programs and ensuring that the Program participants are not receiving funding multiple times for the same equipment and/or costs.
- 7.10 *Property of Xcel Energy.* All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Xcel Energy or Xcel Energy's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments

of service in respect of the Agreement, and Xcel Energy shall retain all ownership and property interest therein. Site Host may make and retain copies for information and reference in connection with the Program, provided, however, that it is understood and agreed that such documents are not intended to be re-used by Site Host or others on extensions of the Program or on any other project or for any other purpose other than as expressly set forth in this Agreement, and Site Host shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Xcel Energy, which consent shall not be unreasonably withheld.

- 7.11 The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties or any of their representatives. Neither Party is an agent of the other nor has the authority to represent the other as to any matters. Site Host is responsible for the safety of its respective agents, employees, and other representatives. Xcel Energy in no way assumes any of the duties, obligations, or liabilities attributed to Site Host under the Agreement.
- 7.12 Those provisions of this Agreement which would require that they survive termination of the Agreement in whole or part in order to give them full force and effect will survive the termination of the Agreement, regardless of the date, cause, or manner of the termination. Xcel Energy's right to retain any Data collected in connection with the Program shall survive termination. In addition, all rights of action arising from or related to the Agreement that accrue during the Term of the Agreement, and any remedies for such claims, both legal and equitable, will survive such termination.
- 7.13 *Branding and Consumer Education.* The Parties agree to discuss opportunities for Xcel Energy branding, Consumer outreach and education efforts related to the benefits of electric vehicles, and implementation of renewable energy in connection with the Program.
- 7.14 *Taxes on Sale of EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment.* If Xcel Energy sells the EV Supply Infrastructure to Site Host for an amount equal to the Infrastructure Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment and Site Host purchases the same, then Xcel Energy will deliver to Site Host a Bill of Sale with a purchase price equal to the Infrastructure Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment. Site Host further agrees that, in accordance with federal and state laws in effect at the time of the sale of the EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment from Xcel Energy to Site Host: (i) Site Host shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the Infrastructure Buyout Amount as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form W-9 "Request for Taxpayer Identification Number and Certification" in the event of such sale.
- 7.15 *Notice.* Any notice required or permitted by this Agreement shall be deemed given (i) when delivered by hand, (ii) on the next Working Day after being sent by a reputable overnight courier service for next Working Day delivery, or (iii) on the third Working Day

after being sent by prepaid United States mail, return receipt requested, in each case to the Party at the address specified as follows:

Site Host: _____

Xcel Energy: _____

evapplications@xcelenergy.com

Either Party may change its address for notice purposes by giving the other Party prior written notice of the new address and the date upon which the change will be effective.

7.16 *Electronic Signature and Electronic Records.* Both Parties consent to the use of electronic signatures. The Agreement and any other documents requiring signature hereunder may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

7.17 *Taxes on Sale of EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment.* If Xcel Energy sells the EV Supply Infrastructure and/or the Xcel Energy Owned Charging Equipment to Customer for an amount equal to the Infrastructure Buyout Amount and/or Xcel Energy Owned Charging Equipment Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment and Customer purchases the same, then Xcel Energy will deliver to Customer a Bill of Sale with a purchase price equal to the Infrastructure Buyout Amount and/or Xcel Energy Owned Charging Equipment Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment. Customer further agrees that, in accordance with federal and state laws in effect at the time of the sale of the EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment from Xcel Energy to Customer: (i) Customer shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the Infrastructure Buyout Amount and/or Xcel Energy Owned Charging Equipment Buyout Amount as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form W-9 "Request for Taxpayer Identification Number and Certification" in the event of such sale. Notwithstanding any other term or condition of this Agreement, Customer is not

liable for the payment of interest, taxes, late charges, or penalties of any nature, except for any additional amounts that the Customer may be required to pay under Applicable Laws. Xcel Energy agrees to accept a properly completed and valid exemption certificate(s) for any taxes that may otherwise be due upon the sale. Customer remains liable for taxes on the sale unless and until such properly completed and valid documentation has been provided to Xcel Energy and remains liable for interest, penalties and late charges relating to any taxes when such additional charges are caused by Customer's failure to provide exemption documentation or prompt payment of any taxes actually due.

8. Appropriation.

8.1 *Subject to Annual Appropriation.* Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligation of the Customer not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Customer hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge requirement, debt or liability beyond the current fiscal year. Notwithstanding anything to the contrary, it is the intent of the Parties that if the Customer is obligated to pay the Infrastructure Buyout Amount, that such obligation is not a charge requirement, debt or liability beyond the current fiscal year.

8.2 *Appropriation Requirement Amount.* Prior to Xcel Energy beginning construction on the EV Supply Infrastructure, Customer shall provide Xcel Energy documentation acceptable to Xcel Energy evidencing the Customer has fully appropriated adequate present cash reserves in an amount equal to the EV Supply Infrastructure Costs up to a maximum of \$_____ ("Appropriation Requirement Amount") through the end of the then-current fiscal year. The officer of Customer at any time charged with the responsibility of formulating budget proposals impacting this Agreement shall include in the annual budget proposal submitted to the applicable budget approval authority, in any year during which this Agreement is in effect, the Appropriation Requirement Amount. In the event that Customer fails to appropriate in full the Appropriation Requirement Amount in its final budget for the next fiscal year before the end of the current fiscal year for which the Appropriation Requirement Amount was fully appropriated during the Term, this Agreement will immediately and automatically terminate on the last day of Customer's fiscal year in which the Appropriation Requirement Amount was fully appropriated, Customer shall notify Xcel Energy within ten business days of such failure to appropriate, and the Infrastructure Buyout Amount will become due and payable immediately upon such termination. However, a failure to notify will not excuse Customer's obligation to pay the Infrastructure Buyout Amount. Upon Xcel Energy's receipt of payment of the Infrastructure Buyout Amount, Xcel Energy shall transfer title of all EV Supply Infrastructure to Customer on an "AS-IS" basis, without any warranty of any kind, express or implied.

IN WITNESS WHEREOF, each of the undersigned is duly authorized and directed to sign this Agreement.

[Insert Site Host Name]

By _____ Date: _____

Name _____

Title _____

Public Service Company of Colorado, d/b/a Xcel Energy

By _____ Date: _____

Name _____

Title _____

EXHIBIT A – FORM OF EASEMENT

After recording return to:
Public Service Company of Colorado
Attn: Manager, Siting and Land Rights
Right of Way and Permits Department
1123 West 3rd Avenue
Denver, Colorado 80223

DIVISION:	ROW AGENT:	DOC. No. _____
LOCATION:	DESCRIPTION AUTHOR:	PLAT/GRID NO:
	AUTHOR ADDRESS:	WO/JO/CREG NO:

**ELECTRIC EASEMENT
PUBLIC SERVICE COMPANY OF COLORADO**

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Attn: Right-of-Way and Permits Dept., Denver, Colorado, 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement ("**Easement**") for the transmission and distribution of electricity and related communication signals on, through, over, under, across, and along a course as said lines may be hereafter constructed in the following lands located in County of _____, State of Colorado, the easement being described as follows ("**Easement Area**"):

See Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.

The easement is _____ feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use electric lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith and all service panels, conduit, wiring, and associated fixtures and devices used or useful for the operation, service, and connection of electric vehicle charging equipment (collectively the "**Facilities**") and related fixtures and devices, and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. No other objects shall be erected, placed, or permitted to

remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. Grantor shall not, without the prior written approval of Company, alter the existing ground elevations or change the compaction of the soil on the Easement Area. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction or execution of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. The term "Grantor" includes the singular, plural, feminine, masculine and neuter.

Grantor warrants and represents that Grantor is the owner of the easement and has the right to sell, transfer, convey, confirm and grant this easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any mortgages or liens, except those for which Grantor has provided Grantee with a consent and subordination agreement, executed by such mortgagee or lienholder and attached hereto.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. This Easement consists of the document entitled "Electric Easement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto, and if attached hereto, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

Signed this [redacted] day of [redacted], 20[redacted].

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR:

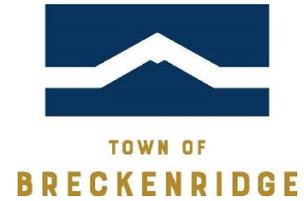
_____	_____
_____	_____
_____	_____

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____.

Witness my hand and official seal.

 Notary Public
 My Commission expires:



Memo

To: Mayor Mamula and Town Council Members
From: Kirsten J. Crawford
Date: 1/30/2023
Subject: Deputy municipal judge appointment

Per the Town Charter (Article 8, Section 2), Council may appoint deputy judges and establish their compensation. Presiding Judge, Buck Allen, has some need for a judge to fill in from time to time as a back up judge. Staff recommends that Council appoint Ron Carlson (resume attached) to serve as a deputy judge in the event Judge Allen needs back up assistance. Staff proposes that Judge Carlson will be compensated hourly at a rate of \$141.61 per hour which is in line with the rate of the municipal prosecutor.

RESOLUTION NO. 4

SERIES 2023

A RESOLUTION APPOINTING A RELIEF JUDGE AND FIXING THEIR COMPENSATION

WHEREAS, the Town charter, article VIII, entitled legal and judiciary, section 8.2, provides, among other things, that the Town Council may appoint deputy judges who shall serve at the pleasure of the Town Council;

WHEREAS, the charter further states that Town Council shall establish the compensation of the deputy judges and designate a presiding judge;

WHEREAS, the Town Council hereby appoints Ron Carlson as a deputy judge to serve as back up to Presiding Judge Buck Allen, as necessary from time to time;

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

Section 1. The Town Council hereby appoints Ron Carlson as a deputy municipal judge as a need arises determined by the presiding judge in consultation with the town attorney.

Section 2. Town Council hereby establishes the hourly compensation of the deputy judge at \$141.61 per hour.

RESOLUTION ADOPTED AND APPROVED this 14th day of February, 2023.

ATTEST:

TOWN OF BRECKENRIDGE

Helen J. Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

APPROVED IN FORM

Town Attorney

Date

RONALD W. CARLSON

Carlson & Edwards, Attorneys-at-Law, P.C.

975 N. Ten Mile Dr., Suite E15

PO Box 1829

Frisco, Colorado 80443

970-668-1678

970-668-5121 (fax)

ron@ceoattorneys.com

Summary of Professional Credentials

Summary of Professional Credentials

Mr. Carlson is a tested and experienced jurist, trial lawyer and transactional attorney with more than 4 decades years in practice. He has been a resident of Summit County since 1990. Mr. Carlson currently sits as a part-time Municipal Court Judge in 7 jurisdictions and is currently a partner in the firm of Carlson & Edwards with a principal office in Frisco, Colorado and satellite office in Edwards, Colorado.

Mr. Carlson's judicial experience dates from his Clerkship for two Justices of the Michigan Supreme starting trial court experience more than 20 years ago in Municipal Court which has grown to include the City of Blackhawk, Towns of Silverthorne and Dillon, Towns of Winter Park and Fraser, Town of Kremmling, Town of Granby and Town of Hot Sulphur Springs. As an attorney his current practice focuses on Real Estate transactions, Condominium and Subdivision projects, Construction Litigation, Wrongful Death and Criminal Defense.

He has extensive experience in Planning & Zoning matters, having accomplished dozens of subdivision and condominium development projects.

He has been both a prosecutor and public defender, and is currently the Town Prosecutor for the City of Leadville and Georgetown. He is a former Assistant Attorney General and former Prosecutor for the Town of Frisco. He is experienced in Municipal Law, Special District Law and Water Law serving as counsel for the Alpengsee Water District and the Parkville Water District.

Mr. Carlson is the author of several published articles and book chapters on trial practice. He has more than a dozen reported cases. He has served on various community boards including the Frisco Planning Commission and the Victims Assistance Law Enforcement (VALE) Board, Continental Divide Land Trust and Lake Dillon Theatre Company. He is a former adjunct professor of business law at Regis University and Colorado Mountain College.

EXPERIENCE

JUDICIAL:

- Municipal Court Judge-
 - Town of Frisco 1996 to Present

- City of Black Hawk 2010 to Present
- Towns of Silverthorne/Dillon 2014-Present
- Towns of Winter Park/Fraser, January 2019 to Present
- Town of Granby, March 2019 to Present
- Town of Kremmling, March 2019 to Present
- Town of Hot Sulfur Springs, May 2019 to Present.
- Michigan Supreme Court
 - Law Clerk to Honorable John B. Swainson 1974-75
 - Law Clerk to Honorable James. L. Ryan 1975-76

PRIVATE PRACTICE

- Trial lawyer and Transactional attorney with more than 40 years in practice.
- Partner- Carlson & Edwards, Attorneys-at-Law, P.C. with a principal office in Frisco, Colorado; Satellite Offices in Edwards, Colorado
- Current practice- Municipal Law, Special Districts; Business: Corporations, Limited Liability Entities, Liquor License-Alcohol Beverage-Vineyard law, Medical/Health Care Reimbursement; Labor Law, Malpractice and Wrongful Death; Contracts;
- Criminal- Felony/Misdemeanor/Juvenile/Ordinance Violations, White Collar, Drug Court
- Real Estate: Condominium and Subdivision projects, Construction Litigation, Contracts, Mechanics Liens
- Wrongful Death and Personal Injury
- Extensive experience in Real Estate-Transactions, Purchases, Development, Planning & Zoning Business, Corporate Restructuring & Finance, Land Use, Environmental & Water Law matters.
- Family Law- High Asset Property Division & Custody

GOVERNMENTAL EXPERIENCE

- Counsel for the Parkville Water District (Colorado)
- Counsel for the Alpengsee Water District (Colorado)
- Prosecutor for the City of Leadville (Colorado)
- Prosecutor for Georgetown Colorado, October 2017 to Present
- Prosecutor for Minturn Colorado, July 2017 to Present
- Former Prosecutor for the Town of Frisco (Colorado)
- Former Planning Commissioner Town of Frisco (Colorado)
- Former Assistant Attorney General (Michigan)
- Former Deputy Public Defender (Michigan)

PROFESSIONAL CERTIFICATIONS

Licensed to Practice Law:	Colorado	1989
	Arizona	1999
	Michigan	1975

Admitted United States Circuit Court of Appeals Tenth Circuit, United States Circuit Court

of Appeals Sixth Circuit, United States District Court for Colorado, United States District Court for the Eastern District of Michigan, United States District Court Western District of Michigan.

EDUCATION:

Wayne State University Law School, Detroit, Michigan.
Juris Doctorate. Honors: Student Board of Governors.

Oakland University, Rochester, Michigan. Bachelor of Arts.
Cum Laude . Departmental Honors: Political Science.

WORK HISTORY:

Private Practice Summit County, Colorado
Carlson & Edwards, Formerly Carlson, Edwards & O'Connor, Attorneys-at-Law
Formerly Carlson, Carlson & Dunkelman Formerly Carlson & Carlson, Attorneys-
at-Law, P.C.

Richmond- Carlson

Private Practice Denver Metro
Kripke, Epstein & Lawrence, P.C.

Private Practice Michigan

Bishop & Shelton, P.C.
Ann Arbor, Michigan
Frimet, Bellamy & Gilchrist, P.C.
Detroit, Michigan

Public Employment Michigan
Department of the Attorney General, State of Michigan
Lansing, Michigan

Office of the Public Defender, Washtenaw County
Ann Arbor, Michigan

Supreme Court, State of Michigan, Lansing, Michigan
Law Clerk to Justice James L. Ryan;
Law Clerk to Justice John B. Swainson



Memo

To: Breckenridge Town Council Members
From: Aubrey Ciol, Grants Administrator
Date: 2/8/2023 (For February 14—TC Work Session)
Subject: Department of Local Affairs Innovative Housing Incentives Grant Program

The Town of Breckenridge Grants Administrator has submitted an application with the Colorado Department of Local Affairs, Community Development and Planning Division, for the Innovative Housing Incentives Grant Program (IHOI) to fund infrastructure for the Stables Housing Project.

As part of the application process, the attached resolution authorizes the submittal of the IHOI application to the Department of Local Affairs requesting a grant in the amount of \$3,000,000. Approval also supports the financial capability of the Town to provide matching funds in the amount of \$7,200,000, previously appropriated by Town Council on or about November 22, 2022.

Staff will be available at the February 14 work session to answer questions.

1 RESOLUTION NO. ____

2
3 Series 2023

4
5 **A RESOLUTION AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT**
6 **A GRANT REQUEST TO THE COLORADO DEPARTMENT OF LOCAL**
7 **AFFAIRS (DOLA) INNOVATIVE AFFORDABLE HOUSING INCENTIVES**
8 **GRANT.**
9

10
11 WHEREAS, the Innovative Housing Incentives Grant Program (IHOI) provides grants to
12 local governments to promote the development of affordable housing that is driven by
13 community benefits and that focuses on critical housing needs as identified by the local
14 government;

15 WHEREAS, qualifying communities that have adopted qualifying housing strategies
16 such as the Town of Breckenridge, are eligible to apply for funds to support an affordable
17 housing development project directly;

18 WHEREAS, the Town will use these IHOI grant funds to cover a portion of the costs
19 associated with the Stables Workforce Housing Project which will include five single-family
20 homes, 38 duplex homes, and 18 townhomes, ranging from two-to-four-bedroom options.

21 WHEREAS, Specifically, the IHOI grant funds will be used for infrastructure, including
22 but not limited to over lot grading, installation of deep utilities, upgrades to the current roadways,
23 installation of communication networks, sewer, water etc. The Town of Breckenridge plans to
24 cover the remainder of the costs in addition to waiving permit fees, paying water tap fees and
25 entitling the land, currently owned by the Town, to the developer.

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

28
29 **Section 1.** The Town Council of the Town of Breckenridge does hereby approve the
30 submission of an application to the Department of Local Affairs for the Innovative Affordable
31 Housing Grant requesting a grant in the amount of \$3,000,000.

32 **Section 2.** The Town Council of the Town of Breckenridge does hereby encumber
33 \$7,200,000, the amount previously appropriated by Town Council on or about November 22,
34 2022, in order to meet the requirement of the grant that Town shall a "Local Match" in a
35 minimum of 20% of the total project cost.

36 **Section 3.** This resolution is effective upon adoption.

37 **Section 4.** Minor changes to or amendments of the approved agreement may be made
38 by the Town Manager if the Town Attorney certifies in writing that the proposed changes or

1 amendments do not substantially affect the consideration to be received or paid by the Town
2 pursuant to the approved agreement, or the essential elements of the approved agreement.

3
4 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2023.

5
6 TOWN OF BRECKENRIDGE

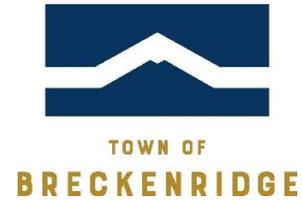
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8
9
10 By: _____
11 Eric S. Mamula, Mayor

12
13 ATTEST:

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

20
21 APPROVED IN FORM

22
23
24
25 _____
26 Town Attorney Date



Memo

To: Breckenridge Town Council Members
From: Aubrey Ciol, Grants Administrator
Date: 2/7/2023 (For February 14—TC Work Session)
Subject: Department of Local Affairs Community Development Block Grant

The Town was approached by the Family & Intercultural Resource Center (FIRC) to submit a grant application on their behalf for the Department of Local Affairs (DOLA) Community Development Block Grant (CDBG) grant program. DOLA requires that a governmental entity submits this application on behalf of non-profits.

FIRC is requesting funds in the amount of \$600,000 to aid in the construction of the 18,000 square foot Sol Center within the Alta Verde workforce neighborhood in the Town of Breckenridge.

As the applicant for this grant opportunity, the Town of Breckenridge will act as the fiscal agent for FIRC. FIRC will be responsible for carrying out all grant requirements, and the Town is not liable for any requirements not met by FIRC.

As part of the application process, the attached resolution authorizes the submittal of the CDBG application to the Department of Local Affairs requesting a grant in the amount of \$600,000.

Staff will be available at the February 14 work session to answer questions.

1 RESOLUTION NO. ____

2
3 Series 2023

4
5 **RESOLUTION APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT**
6 **APPLICATION ON BEHALF OF THE FAMILY AND INTERCULTURAL**
7 **RESOURCE CENTER.**

8
9 WHEREAS, the Colorado Department of Local Affairs administers the federal
10 Community Development Block Grant (CDBG) program to carry out community development
11 activities;

12 WHEREAS, Family & Intercultural Resource Center (FIRC) and Building Hope have
13 partnered to construct the 18,000 square foot Sol Center within the Alta Verde workforce
14 neighborhood in the Town of Breckenridge;

15 WHEREAS, the funds must be used for activities that benefit low- and moderate-income
16 persons;

17 WHEREAS, local governments may apply for these CDBG grant funds on behalf of
18 nonprofits; and,

19 WHEREAS, the Town of Breckenridge is applying on behalf the FIRC for a CDBG grant
20 to be used for construction of the Sol Center to provide a welcoming, inclusive space for our
21 workforce to access resources and programming in a convenient location along the free bus
22 line.

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

25
26 **Section 1.** The Town Council of the Town of Breckenridge conducted a public hearing
27 on February 14, 2023.

28 **Section 2.** After taking testimony at the hearing, the Town Council of the Town of
29 Breckenridge does hereby authorize the grants administrator to submit an application to the
30 Department of Local Affairs for the Community Development Block Grant for the Sol Center in
31 the amount of \$600,000.

32 **Section 3.** All resolutions, or parts thereof, inconsistent herewith are hereby repealed to
33 the extent only of such inconsistency. This repealer shall not be construed to revive any such
34 resolution, or part thereof, heretofore repealed.

35 **Section 4.** This resolution is effective upon adoption.
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RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2023.

TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

ATTEST:

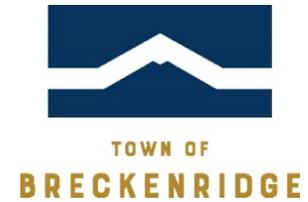
Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

Memo

To: Breckenridge Town Council Members
From: Town Staff
Date: 2/8/2023
Subject: Public Projects Update



Broken Lance Sidewalk

Project Background:

The Broken Lance Sidewalk Project was first conceived in 2019 and budgeted for 2020 construction. The sidewalk extension was to be implemented as a phase of the annual sidewalk master plan project which adds or extends sidewalk on existing roads in Town. This area was prioritized due to direction to increase pedestrian connectivity in the Warrior's Mark subdivision, the inclusion of Broken Lance sidewalk in the 2009 sidewalk master plan update, lack of sidewalk on either side of the roadway at this location, and residents in this area requesting a sidewalk to the transit stop. The sidewalk extension provides sidewalk connectivity to the Eagle Ridge transit stop and the Mill Run transit stop. In January 2022, the Eagle Ridge stop had a total of 221 riders and the Mill Run stop (southbound stop near the intersection of Broken Lance and Columbine Road) had a total of 1,182 riders for the month.

The project would create the following benefits:

- Approximately 525 linear feet of 6' wide sidewalk would be added to the east side of Broken Lance Drive, extending the existing sidewalk further south into the neighborhood.
- Two additional multifamily housing developments would be served by the sidewalk.
- The sidewalk would be located on a portion of Broken Lance Drive that has a tight curve and existing trees reducing the sight distance in this area. The sidewalk would increase safety by removing pedestrians from the roadway in an area with reduced sight distance.
- Eight street lights would be added to increase pedestrian illumination and safety.
- New storm sewer inlet, storm sewer, and water quality swale would be added. The inlet will remove drainage from the roadway, which would improve existing drainage and icing issues at the intersection. The water quality swale will remove sediment and improve the water quality before drainage reaches the Blue River.

Project Budget:

The project, which was originally combined with the Ski Hill Road sidewalk project and first advertised for bids in winter 2020, was awarded to Columbine Hills Construction in early 2020. However, the project was cancelled shortly after the award due to the pandemic and budget concerns. In 2021, the Ski Hill Road sidewalk portion of the project was negotiated with Columbine and constructed. In 2022, Town Staff and Columbine agreed to also negotiate the Broken Lance sidewalk portion of the project based on the 2020 bid prices with an adjustment

for inflation. However, the cost received from Columbine was \$347,320.25, which was a 68% increase above the original 2020 bid cost for this portion of the work for approximately \$207,000. Due to the large increase in cost, the project was not contracted and rebid again this year.

The project was advertised again on January 9th, 2023 and bids were opened on January 30th. The low bidder was Columbine Hills Construction with a cost of \$423,589.50. The other bid received, from Naranjo Construction, was \$695,566. However, the 2023 bid includes additional excavation, lighting, asphalt paving, and subgrade work not included in the 2022 bid. When adding these additional quantities into the 2022 bid prices, the total cost would have been \$475,000 in 2022. Therefore, rebidding the project in 2023 did result in an approximate 11% reduction of the 2022 price, but an approximate 60% increase over 2020 pricing.

To award the project and move forward with construction in 2023, a supplemental budget appropriation of \$212,948.45 will be required. Staff recommends moving forward with the project to provide increased pedestrian safety in this area of Broken Lance Drive.

Current Project Funding	
Prior project expenditures	(\$15,000)
2022 CIP	\$250,000
2023 CIP	\$30,000
TOTAL	\$265,000

Project Costs	
Construction Bid (Columbine Hills)	\$423,589.50
Geotechnical Testing	\$ 12,000.00
Construction Contingency (10%)	\$ 42,358.95
TOTAL	\$477,948.45
Supplemental Appropriation Needed:	\$212,948.45

Asphalt Overlay and Concrete Replacement

Asphalt was awarded to Columbine Concrete, the single bidder for the project. The concrete contract had five bids submitted. One was from a local contractor and two were Disadvantaged Business Enterprise (DBE) contractors. Ultimately the contract was awarded to High Peak, a DBE contractor out of Leadville who performed work in the 2021 concrete contract.

Concrete replacement is scheduled to begin mid-April and will require one-lane and/or parking closures. Asphalt paving is scheduled to begin with single block road closures and detours on April 24th. Both projects will begin in the core of Town to be completed as soon as possible.

Staff will perform door-to-door outreach to downtown businesses in early April informing them of the planned work. Outreach of certain businesses, like the post office, have already begun.

Replacement of the concrete valley pan on the east side of the Main/French Street intersection with a storm sewer inlet and storm sewer pipe is proposed, as well as asphalt replacement of the French/Main Street intersection. Traffic is planned to remain open to local traffic during the work with lane closures and flaggers, but the work will impact traffic and may cause delays during the construction.

The asphalt overlay project will complete asphalt replacement, patching, and overlay at the following locations:

- Main Street (Watson Ave to City Market Roundabout)
- Lincoln (Main Street to High Street)
- 4 O’Clock Road (Park Ave to End)
- Tige Road (Clubhouse Drive to Gold Run Road)
- Ski Hill Road (Pedestrian Bridge to Boulder Circle)

The concrete replacement project will replace damaged concrete curb, valley pan, driveways, and sidewalk at the following locations:

- Main Street
- Ski Hill Road
- Lincoln Ave
- 4 O’clock Road
- La Cima frontage
- Post Office frontage
- Town Hall
- E. Adams
- Other locations as determined by Staff

Project Funding	
2023 Capital Fund (Overlay & Concrete)	\$3,800,000.00
2021/2022 Remaining Balance	\$170,647.78
French Street Intersection Improvements	\$100,000.00
TOTAL:	\$4,070,647.78



Memo

To: Town Council
 From: Mobility Staff
 Date: 2/7/2023
 Subject: Mobility Update

Parking:

- The month of January saw 12 of 31 days fully parked in the South Gondola Structure.
- Over the ISSC weekend, parking transactions in South Gondola were almost identical to the year prior at 130%. Meaning the lot filled to capacity then backfilled 30% as vehicles cycled out.
- We are seeing a positive use of the daily Carpool code this year with a 50% discount offering.
- Our next focus is to influence new parking sessions beginning after 3pm in the parking structure, we currently see less than 8% of each day's parking sessions beginning after 3pm with the structure visibly low in occupancy as the ski day ends.
- **10-Minute Takeout Zones** – These remain in town parking lots unless removed due to damage or vandalism. Most on-street parking signs were removed as they were creating an enforcement issue for our parking contractor.
 - o Would Council like staff to conduct an audit of current locations and look at re-installing the on-street signs with updated verbiage for clarity?

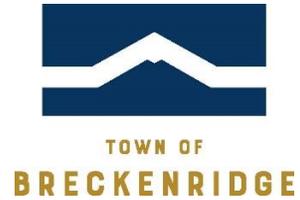
Free Ride January Ridership:

Route	January				YTD			
	Jan '23	Jan '22	+/-	%	2023	2022	+/-	%
Gold	9,008	7,581	1,427	18.8%	9,008	7,581	1,427	18.8%
Green	2,044	0	2,044	-	2,044	0	2,044	-
Brown	0	51,647	-51,647	-	0	63,837	-63,837	100.0%
Trolley	964	0	964	-	964	0	964	-
Purple	12,909	15,452	-2,543	-16.5%	12,909	15,452	-2,543	-16.5%
Yellow	0	78,626	-78,626	-	0	78,626	-78,626	-
Airport Rd. Express	0	2,436	-2,436	-	0	2,436	-2,436	-
Gray	112,595	0	112,595	-	112,595	0	112,595	-
TOTALS	137,520	170,329	-32,809	-19.3%	137,520	170,329	-32,809	-19.3%

- Ridership is down 19% compared to January 2022. This number is slightly mis-leading, as we are offering 30% less service hours this winter (Gray Route) as we were compared to last winter (Yellow/Brown Routes).
- The Green Route began in December of 2022. Our most frequented stops have been Fairview Circle, both in to and out of Town, along with Shores Lane. Alta Verde 1 ridership is increasing on an almost weekly basis. Staff are considering a route update for summer, as there is currently substantial layover time on both ends of the route.

Free Ride Updates:

- Our Technology contractor, Syncromatics, will be in town making improvements/repairs to our Transit Technology over the coming month. We should see improved and more reliable bus locations in the Free Ride app and automated “next stop” voice announcements in buses. We will also look at what needs to be done to improve the LED “next bus” signs that are mounted in most transit shelters.
- Mobility staff will be visiting Town of Vail Transit on February 10th to learn about the Transit Technology they are using and what improvements we can utilize for our own transit system. We will also be looking at their fleet to understand how our future fleet purchases can be more rider friendly.



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 2/7/2023
Subject: Sustainability Update

PAYT

The Town of Breckenridge and HC3 will be hosting a public open house to discuss changes under PAYT and to help residents understand the service options available to them. The open house will take place Thursday, April 6 from 6:00-7:30pm at the Rec Center's multipurpose room. This coincides with when haulers believe they will have the inventory of containers available to offer the additional service sizes to customers. There will also be a virtual forum in May.

Rates were received from all four residential haulers by the February 1, 2023 deadline to be used for internal planning purposes. Haulers will begin rollout of mandatory recycling service and provide volume based pricing to customers in the coming months. Next deadline is for 90% of accounts to be compliant by October 1, 2023. Staff continues to work one-on-one with haulers as questions arise.

REMP

Staff is working on changes suggested by Council and will be taking the discussion to Planning Commission at their February 21, 2023 meeting.

Material Management

This section addresses questions that arose during the Jan. 24, 2023 Council Meeting.

Food Scrap Drop Off - There are 1200 people enrolled in the Food Scrap program who selected Breckenridge as their food scrap drop site. When residents enroll, they can choose multiple drop sites if needed. This number includes people who enrolled since 2014, so it is possible that some have dropped from the program over time. HC3 does not track when people leave the program. The Food Scrap program requires registration and containers are locked for several reasons:

- 1) To track the number of users in the program
- 2) To educate the public about the rules governing the program
- 3) To reduce contamination and illegal dumping
- 4) To protect wildlife

The food scrap bin at the Breckenridge recycle center is picked up 2x/week, and the Wellington food scrap bin is picked up 1x/week. The location at the Ice Rink does not yet have data, but Staff will report as it becomes available. Typically, Summit Roll Offs (SRO) picks the food scrap containers on an on-call basis until they start

being utilized regularly, then they put them on a schedule based on use. The bins will not get picked up if they are empty. SRO will also monitor for contamination and make recommendations based on observations.

There is an opportunity to expand a food scrap depot to Alta Verde. This would require coordinating with the management company on an appropriate site and agreement. Staff will work with HC3 to confirm the SCRAP has the Strong Future budget to add the new location. Additionally, Staff will need to determine if there would be enough food collection now or if it would be better to wait until phase II is complete. This site would need to be open to the public and not just residents at Alta Verde. Staff will return with a recommendation.

Breckenridge Recycle Center 2022 Food Scrap Totals in lbs.

Jan	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
7.9k	7.84k	8.5k	7.34k	8.7k	8.5k	10.6k	12.6k	9.9k	10.9k	9.3k	12.04k	114,120

Wellington Drop Off Depot Aug – Dec 2022 Food Scrap Totals in lbs.

Aug.	Sep.	Oct.	Nov.	Dec.	Total
1.4k	2.7k	5.6k	3.6k	4k	17,300

Carton Recycling – Cartons are not accepted in Summit County single stream (curbside) recycling per the SCRAP’s contract with Waste Management’s Material Recovery Facility. In 2018, voters approved ballot measure 1A, now known as Strong Future, which generates an approximate \$1.8M in annual revenue for recycling programs. Since 2018, the Strong Future Recycling Advisory Committee has made recommendations for additional recycling programs that could supplement the current single stream recycling and drop off centers. New projects derived from that input include mattress recycling, additional depots for glass and food scraps, carton recycling, and the construction of the Silverthorne Recycling Center. Based on current recycling rates, markets, and operational realities, HC3 and Staff does not believe expanding carton collection beyond the recycling centers makes sense at this point. Glass and food scraps are incredibly important to keep out of the landfill. Glass is a highly valuable material and is infinitely recyclable. Food scraps take up massive amounts of space in the landfill and generate methane. While cartons are recyclable at specialized facilities, it would be expensive and labor-intensive (for SCRAP staff, HC3 and Summit Roll-offs) to set up additional carton stations in Summit County with very little return or benefit. Staff recommends continuing carton collection at the 3 public drop sites for now.

Construction and Demolition Study – The 2019 waste composition study highlighted three primary policies to increase waste diversion in Summit County. 1) PAYT/URO, 2) construction and demolition (C&D) requirements, and 3) landfill bans on certain materials (i.e. food scraps and cardboard). In 2022, the Board of County Commissioners tasked county staff and HC3 to conduct a C&D study to evaluate the feasibility for new policies. After a competitive bid process, HC3 + SCRAP contracted with VERTSites to complete the study.

The plan is near completion and recommends four primary goals to increase C&D diversion.

- Goal 1 – SCRAP to record C&D disposal and diversion data to attain an accurate baseline.
- Goal 2 – Develop infrastructure and programs to increase C&D diversion.
- Goal 3 – Initiate grant programs to encourage voluntary C&D landfill diversion (before policy adoption).
- Goal 4 – Create local material diversion ordinances to recover C&D debris.

The project included an analysis of policies available for Summit County jurisdictions, an overview of influential C&D community programs, stakeholder summaries, and a contractor survey.

As C&D is an important step toward achieving the community goal of 40% landfill diversion by 2035, Staff will bring recommendations to Council for further implementation once the study is complete.

Materials Management Fee – Staff has sent invoices for the 2023 materials management fee to individual businesses with a payment deadline of April 1, 2023. The response has been mixed with many businesses paying immediately and others requesting more information. Staff has shared the memos, email blast, public notices and ordinance language to those who have inquired about the fee. Based on feedback from commercial

property owners, Staff is meeting internally on Thursday, February 7 to discuss next steps. Council will receive an update of that meeting at the work session.

Sled Recycling

The Town Parks Division collects broken plastic sleds that are left behind at Carter Park and the Runway Sledding Hill throughout the winter season. On 1/26 they delivered 2 full truck beds of broken sleds to BreckCreate for their precious plastics recycled art project. The load was weighed on delivery and was 414 lbs.

Breck E-Ride

Staff met with the Drop Mobility team on 2/1 to discuss implementation for this summer's E-bike share launch including pricing, marketing/logo, and space for assembly. Logo design is now down to the final stages, with the following design in the lead:

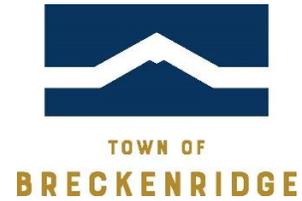


Drop is still developing the pricing model recommendation that will include discounted membership options for locals. With staff input and Drop's recommendation, pricing will likely be a similar model to what was used by the *Shift Bike* E-bike share program that launched last year in Town of Vail, Avon, EagleVail, Edwards, and Eagle County. Their 2022 program observed an average ride distance of 2.94 miles and average ride duration of 30.1 minutes, indicating the system was used how it was intended. Feedback from Vail town staff indicated their pricing structure did not cause concern to bike rental shops in the community. Staff has a standing bi-weekly meeting for operations and a bi-weekly meeting for marketing with the Drop Mobility project team. Once pricing is finalized, Staff will host an info session with local bike shops to update them on the goals and roll out of the program and to seek input for implementation.

Mayor's Challenge

The [Mayor's Challenge](#) continues with the February prize week happening 2/13-2/19. Community members can participate by replacing at least one car trip with alternative transportation, submitting a selfie/photo from their trip, and they'll be entered to win one of five \$50 gift cards to various local restaurants/businesses.

This memo was provided as an update to Council and no action is requested.



Memo

To: Breckenridge Town Council Members
From: Rick Holman, Town Manager
Date: 2/9/2023
Subject: Committee Reports

- Summit Stage Advisory Board Minutes Attached

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	Included
Police Advisory Committee	Chief Jim Baird	No Meeting/Report
Recreation Advisory Committee	Scott Reid	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	No Meeting/Report
Breckenridge Social Equity Advisory Commission	Shannon Haynes	No Meeting/Report
Communications	Brooke Attebery	No Meeting/Report

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

Summit Stage
January 25, 2023
Transit Board Meeting

Operations:

- Have 47 full time drivers, 3 in training, 2 in hiring process
- With 3 driver resignations and 1 supervisor resignation, hourly service will remain indefinitely
- Utilizing overload buses to accommodate morning rush hour

Ridership:

- Total November 2022 fixed-route ridership was 96,310. A 7.7% increase from November 2021 of 89,444
- Total December 2022 fixed-route ridership was 164,839. A 9.9% increase from December 2021 of 149,958
- Annual ridership between 2021 and 2022 has increased 34.1% to 1,443,600
- Ridership changes by Route **November 2021** vs. **November 2022:**

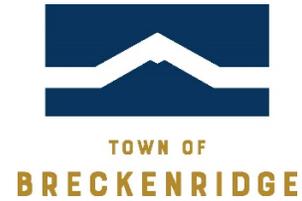
Route	% Difference (Gain / Loss)
Breckenridge - Frisco	8.0%
Frisco - Silverthorne	2.1%
Copper - Frisco	75.1%
Keystone/Dillon/Silverthorne	13.9%
SMF Breck - Keystone	-77.4%
SMF Keystone - ABasin	-73.5%
Boreas Pass Loop	-6.5%
Free Ride Purple Contract	-37.1%
Silverthorne Loop	17.1%
Wilderness Loop	18.8%
Blue River Commuter	77.5%
Lake County Commuter	2.3%
Park County Commuter	+107.0%

- Ridership changes by Route **December 2021 vs. December 2022:**

Route	% Difference (Gain / Loss)
Breckenridge - Frisco	14.2%
Frisco - Silverthorne	7.4%
Copper - Frisco	21.2%
Keystone/Dillon/Silverthorne	12.2%
SMF Breck - Keystone	-12.4%
SMF Keystone - ABasin	-24.5%
Boreas Pass Loop	5.9%
Free Ride Purple Contract	-23.5%
Silverthorne Loop	22.7%
Wilderness Loop	34.0%
Blue River Commuter	226.1%
Lake County Commuter	16.5%
Park County Commuter	91.5%

Tax Receipts:

- Dec 31, 2022 - YTD receipts of \$16,861,625
- Sales Tax collection up 18% from December 2021
- Expense increase of 6% from December 2021



Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation/Programs
Date: 2/7/2023
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on Wednesday, February 1, 2023. Below you will find the meeting minutes and a link to the SEPA calendar. The BEC will be looking at events through the traditional BTO Matrix- Branding/Media, Build Business, Community Goodwill with new additions analyzing Sustainability and DEI. Positive past reviews were shared from the International Snow Sculpture Championship from an attendee and Transit/ Public Works perspective. SEPA has since reviewed ISSC and there is a strong request to move the snow blowing/ sculpture prep back to Beaver Run for sustainability and logistical reasons. There are no additional items of note.

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

Attending: Michele Chapdelaine, Maddie Schilling, Kelly Owens, Jon Dorr, Lucy Kay, Neal Kerr, Dave Feller, Andy Banas, Nathan Nosari, Steve Moos, Carrie Benefiel, Jacqueline Stone
Guests: Tamara Park, Sarah Wetmore, Majai Bailey, Tara Dew, Lauren Swanson, Nick Wilson, Tessa Breder, Juli Rathke

I. Michelle called the meeting to order at 9am.

- a Committee Member Roll Call
 - b A motion was made to approve the Jan 4, 2023, minutes with the following change to section IV. C.
 - Breck Create's role will be to support any community-organized Pride/DEI event in 2023 by providing access to available BCA-managed facilities and the staff support required to operate in those facilities. Avery Glassman, director of programming, will serve as Breck Create's representative on the subcommittee for any future programming in 2024 and beyond.
- M/S/P**

II. Upcoming Events

- a **Update Pride/DEI Event, June 9-10.** Still in planning phase. Ideas include a "Pride to Work Day" or cruiser bike ride down Main Street, Drag Queen story time / picnic, and fashion show in collaboration with FIRC.
 - The committee noted the importance of involving the right organizations and groups to ensure community buy in.
 - Local school system has a well-developed LBGTO community that has been participating in School Board meetings. Recommendation to have

that group involved with planning from ground level. Giving kids a place to put their energy and efforts will be valuable in driving inclusivity with the event. Mountain Pride was also identified as a group to pull in.

- BTO has confirmed Dean Nelson is available, formally produced Breck Ski Week.
 - Organizing meeting next Thursday. Key outcome of that meeting needs to be clarity on leadership.
- b **NEW! Snöfest 2023 at Carter Park, Feb 11.** Produced by Rec Center. Afternoon of exciting Snö-Activities including the Snölympics, Snö-Sculpture contest, Yellow Yeti Hunt, crafts, sledding, winter trivia and MORE at this family-friendly festival.

III. **Pending SEPA** - No SEPA's for review at this time.

IV. **General Updates and Discussions**

- a **Strategic Discussion –goals for the community relative to events. - *standing item***
 - The Committee looked at the BTO's Strategic Matrix as a starting point for discussion around developing a standardized evaluation tool for events.
 - The purpose of the event strategic matrix is to ensure a high-level strategic focus with events, looking at an event's intended strategic purpose and performance against that strategy.
 - In addition to the three core strategies the Town evaluates events against (*Branding/Media, Build Business/Community Goodwill*), the Committee agreed to add Sustainability and DEI as evaluation points in line with the Town's strategic priorities.
 - Up to individual event producers to determine their metrics.
 - **Action Item – Sarah will send out matrix with addition of sustainability and DEI ahead of next meeting so that producers may prepare for March discussion. Starting with just events that go through SEPA. Goal next month to evaluate the entire list with a wholistic view, ensuring there is balance across the strategic pillars.**
- b **Review findings from the Town's capacity analysis project** – *discussion moved to March*
- c **Update from Sustainability Sub-Group** – Meeting with other mountain towns to gather best practices. Continuing to meet with local sustainability coordinators for their insight – upcoming Kat Slaughter from Vert Sites. Next steps will be putting together an action plan including creating a preferred vendor list and updating the SEPA ordinance or Rules & Regs to require hiring a waste management contractor for events of a certain size.
 - Kelly took the group through some recent sustainability actions from Town Council; increasing bag fee to 25c, ban on plastic beverage containers effective July 1, 2024, new ordinance "skip the stuff" pertaining to restaurants, also banning the sale of single use plastic water bottles at all TOB facilities.
- d **Concept for a new event from Country Boy Mine.** "Mining games" geared towards locals. Discussion tabled until concept is further developed.

V. **Review Past Events**

- a **1.16-2.2.23 International Snow Sculpture Championship (ISSC)** - Sculptures will come down Wednesday, Feb 1 at 7pm. Received positive feedback from Parking and Transit, Streets and PD. SEPA Group will review the event in detail next week. Ticketed Timed Entry sold out with 14K reservations. Ended up moving the snow blowing location from Beaver Run to CMC Lot this year. TOB staff is not in favor of using that location again due to the amount of snow transport that was required.
 - Looking forward - BTO has started conversation around a large-scale sculpture conceived as a "world piece" that would be a collaboration between all sculpting teams.
 - Feedback from the committee that it would be nice to have an "interactive" sculpture again similar to the Barney Ford Cabin in 2022. Suggestion from a

crowd dispersion viewpoint, to potentially place on the arts district lawn by Robert Whyte.

VI. Review Agenda Items for next BEC Meeting – March 1, 2023

- a Review findings from the Town's capacity analysis project on trends from the last few years and plans for tracking going forward. (15-20min) – Shannon/RRC
- b Continued Strategic Matrix Discussion
- c Future Strategic Discussion Topics for 2023
 - Continued sustainability discussion.
 - Review findings from the Town's capacity analysis project on trends from the last few years and plans for tracking going forward.

VII. The meeting formally adjourned at 10:05am.

LINK TO SEPA CALENDAR

<https://calendar.google.com/calendar/u/0?cid=cmNONTI3bnUwZ2dpZjE2azRyY2ttaGF2cW9AZ3JvdXAuY2FsZW5kYXluZ29vZ2xlLmNvbQ>



Memo

To: Breckenridge Town Council Members
From: Brooke Attebery, Communications
Date: 2/9/2023
Subject: 2022 Socials Year in Review and 2023 Communications Initiatives

Below is an overview of the Town of Breckenridge social channels from January 1, 2022 to December 31, 2022. The social channels include Facebook, Instagram, and Twitter. A few things to highlight are that across all three channels, our followers have increased from 2021, the posts' reach/impressions have increased, and the number of posts have slightly increased. The report also includes a breakdown of the different ways our audience engages with our posts. For example, liking, commenting, and re sharing. In addition, the report shows a few posts that performed well based on engagement and impressions across the three channels.

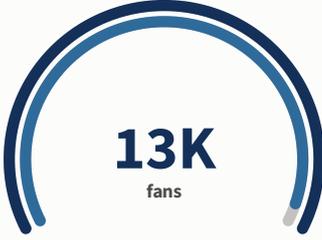
Plans for 2023

The town will continue to use social media, print ads, and sponsored social posts as a way to communicate town information to residents in 2023. In order to reach other audiences who may not use social media, the town has invested in radio advertisements on a few local Summit County stations including the Spanish station. The town has also started a digital campaign with the Summit Daily that will help reach local residents, second homeowners, and Spanish speakers on websites they use frequently. Lastly, staff has started exploring options to update the website to function as a better landing page for information about all Town initiatives, programs and departments.

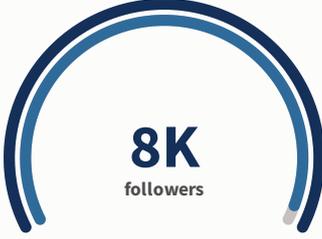
Text My Gov Update

The town will be moving forward with the rollout of Phase 1 of Text My Gov through social media and will encourage residents to sign up for the alert groups to receive up-to-date information about critical Breckenridge-specific communications, Town projects and recreation events and alerts.

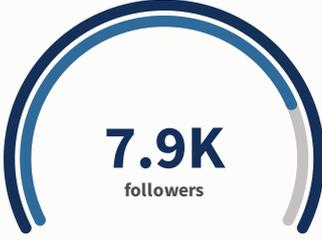
Staff will be available at the February 14, 2023 council meeting to answer questions.

<p>f End of 2022 Total FB Fans</p>  <p>13K fans</p> <p>↗ 422 from 13K</p>	<p>f New Fans in 2022</p> <p>466 new fans</p> <p>↘ 162 from 628</p>	<p>f Engagement in 2022</p> <p>Reactions ↗ 168 4.1K</p> <p>Comments ↘ 857 545</p> <p>Shares ↘ 152 354</p>	<p>f Posts in 2022</p> <p>308 posts</p> <p>↗ 111 from 197</p>
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<p>f Post reach in 2022</p> <p>411K users</p> <p>↗ 5.9% from 388K</p>	<p>f Top Posts by Engaged Fans in 2022</p> <div data-bbox="443 555 774 763">  <p>T Town of Breckenridge, CO Gov... Nov 10, 21:02</p> <p>301 fans</p> </div> <div data-bbox="810 555 1141 763">  <p>T Town of Breckenridge, CO Gov... Dec 14, 17:30</p> <p>279 fans</p> </div> <div data-bbox="1182 555 1513 763">  <p>T Town of Breckenridge, CO Gov... Jul 15, 19:03</p> <p>201 fans</p> </div>	
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<p>t End of 2022 Total Twitter ...</p>  <p>8K followers</p> <p>↗ 208 from 7.8K</p>	<p>t New followers in 2022</p> <p>208 followers</p> <p>↘ 18.8% from 256</p>	<p>t Engagement in 2022 on T...</p> <p>Likes ↗ 170 592</p> <p>Retweets ↘ 63 74</p> <p>Replies ↘ 1 28</p> <p>Quote tweets ↗ 6 16</p>	<p>t Tweets in 2022</p> <p>229 tweets</p> <p>↗ 47 from 182</p>
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<p>t Post impressions in 2022</p> <p>142K impressions</p> <p>↗ 98.1% from 72K</p>	<p>t Top tweets by impressions in 2022</p> <div data-bbox="443 1395 774 1603">  <p>@TownofBreck Nov 10, 21:00</p> <p>13510 impressions</p> </div> <div data-bbox="810 1395 1141 1603">  <p>@TownofBreck Dec 16, 18:30</p> <p>5971 impressions</p> </div> <div data-bbox="1182 1395 1513 1603">  <p>@TownofBreck Dec 18, 20:00</p> <p>5865 impressions</p> </div>	
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<p>@ End of 2022 Total Followers</p>  <p>7.9K followers</p> <p>↗ 1.7K from 6.3K</p>	<p>@ New followers in 2022</p> <p>1.5K followers</p> <p>↗ 98% from 753</p>	<p>@ Engagement in 2022</p> <p>Photo ↘ 146 5K</p> <p>Video ↗ 1.5K 1.6K</p> <p>Carousel alb... ↗ 879 1.2K</p> <p>Reel 146</p> <p>Story 0</p>	<p>@ Posts in 2022</p> <p>242 posts</p> <p>↗ 77 from 165</p>
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 **Post impressions in 2022**

322K
impressions

 **97.9%** from 163K

 **Top posts by Likes in 2022**



Breckenridge is so beautiful this time of year
🌄 What is your favorite thing to do in Breck in the winter? PC: @collins.elaine

302 likes



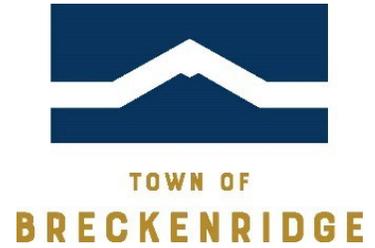
Mayor Mamula is inviting YOU to join the Mayor's Alternative Commute Challenge! Starting next week, we are encouraging the

256 likes



Thank you @breckenridgemtn for inviting us to be a part of your big day! Hope everyone is excited for ski season ❄️

252 likes



Memo

To: Breckenridge Town Council
From: Dave Byrd, Director of Finance; Bela Del Valle, Accommodations Compliance Administrator
Date: 1.31.2023
Subject: 2022 Accommodation Unit Licenses Annual Report

Purpose:

This report shows the activities within the Town of Breckenridge accommodation unit licenses program in 2022.

Timeline and notable events:

- In October 2021, the Town of Breckenridge implemented a new licensing software. The new software was used for the renewals of accommodation unit licenses for 2022 and 2023.
- On November 2, 2021, an ordinance limiting the number of licenses available to properties outside of condo/hotels to 2,200 came into effect and the Town staff started a waitlist for new licenses.
- Shortly thereafter, an advisory committee made up of community members, realtors, property managers, and town staff was created to provide short term rental zoning recommendations to Town Council.
- On November 27, 2021, an ordinance implementing a regulatory fee of up to \$756 per studio/bedroom came into effect for 2022 renewals. The regulatory fee was established at \$400 per studio/bedroom for 2022.
- Renewals of existing licenses for 2022 were available from 12/28/2021 through 1/27/2022.
- On September 27, 2022, an ordinance dividing the Town into four STR zones came into effect. The adopted code sets a specific number of allowable licenses for each zone, as listed below:
 - Resort Property Zone – allows for 100% of the units available on the effective of the ordinance to receive an accommodation unit license. 1816 licenses available.
 - Zone 1 limit – 1,680 licenses, 92% of the existing units can be licensed.
 - Zone 2 limit – 130 licenses, 51% of the existing units can be licensed.
 - Zone 3 limit – 390 licenses 10% of the existing units can be licensed.

- In September 2022 the waitlist had 112 entries, 48 of them fell in zone 1 and were invited to apply for a license; 30 applications were completed, and 30 licenses were issued.
- On November 22, 2022, through the budget adoption process, the regulatory fee for 2023 was formally set at \$756 per studio/bedroom.
- Renewals of existing licenses for 2023 were available from 11/15/2022 through 12/31/2022.
- Upon completion of 2023 renewals, the town currently has 4,319 active accommodation unit licenses.
 - Resort Property Zone – 1,724
 - Zone 1 – 1,262
 - Zone 2 – 140
 - Zone 3 – 1,193
- Zone 1 currently has 418 available licenses. There is no waitlist.
- Zone 2 must close 11 licenses before a new license spot becomes available. There are 9 entries on the waitlist.
- Zone 3 must close 804 licenses before a new license spot becomes available. There are 85 entries on the waitlist.
- 44 active licenses were granted exemption from the regulatory fee for 2023 due to primary residency qualification. Those properties have a 21-day annual rental limit.

Attachments:

- Active licenses December 2022 by zone
- Historical licenses numbers and graph
- Comparison numbers to the zoning ordinance
- Primary residence licenses
- Waitlists details

**TOWN OF BRECKENRIDGE
2022 STR ANNUAL REPORT STATISTICS**

Active licenses December 2022

	Resort	Zone 1	Zone 2	Zone 3	Grand Total
Licenses	1,724	1,262	140	1,193	4,319

Historical licenses numbers

Year:	Dec-07	Dec-08	Dec-09	Dec-10	Dec-11	Dec-12	Dec-13	Dec-14	Dec-15	Dec-16	Dec-17	Dec-18	Dec-19	Dec-20	Dec-21	Sep-22	Dec-22
Licenses Total	2,739	2,791	2,785	2,854	2,899	2,881	2,911	3,341	3,385	3,388	3,572	3,737	3,783	3,762	4,438	4,336	4,319
Change		52	(6)	69	45	(18)	30	430	44	3	184	165	46	(21)	676	(102)	(17)
Percentage Change		1.9%	-0.2%	2.4%	1.6%	-0.6%	1.0%	12.9%	1.3%	0.1%	5.2%	4.4%	1.2%	-0.6%	15.2%	-2.4%	-0.4%



September 2022 numbers are added to the matrix to show the numbers at the time the zoning ordinance came into effect. Moving forward only December numbers will be compared. Majority of the accommodation unit licenses expire on December 31st each year and have to be renewed by that date.

Comparison numbers to the zoning ordinance

	Total Units	Allowed Licenses	Licenses Sept 2022	Licenses Dec 2022	Variance	Percentage
Resort	1,816	1,816	1,688	1,724	36	2.09%
Zone 1	1,817	1,680	1,283	1,262	(21)	-1.66%
Zone 2	257	130	142	140	(2)	-1.43%
Zone 3	3,823	390	1,223	1,193	(30)	-2.51%
Total	7,713	4,013	4,336	4,319	(17)	-0.39%

Primary residence licenses exempt from the regulatory fee by zone. 21 rental days per year limit

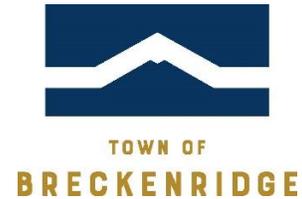
	Licenses
Zone 1	10
Zone 2	3
Zone 3	31
Grand Total	44

Waitlist on 09/26/2022 before the zoning ordinance: 112 entries

48 waitlist entries from Zone 1 were invited to apply for a license on 09/27/2022, 30 completed the application and received a license

Waitlists January 2023:

Zone 2	9 entries
Zone 3	85 entries



Memo

To: Town Council
From: Chris Kulick, AICP, Planning Manager
Date: 2/3/2023, for the meeting of February 14, 2023
Subject: Work Session Regarding Proposed Development Agreement for the Extended Vesting of the Gondola Lots Master Plan

Mike Dudick, CEO of Breckenridge Grand Vacations, has applied for a Development Agreement to extend the vesting of the Gondola Lots Master Plan by one year to November 23, 2025. The current expiration of the vesting of the Master Plan is November 23, 2024. As a public benefit in consideration of the extension, the applicant is offering a \$200,000 capital contribution toward a new in-Town childcare center.

Background

The Master Plan was reviewed by the Council at a De Novo Hearing on November 9, 2021 and approved through a decision at the subsequent Council meeting on November 23, 2021. The vested period for this Master Plan expires three (3) years from the date of Town Council approval of the written decision, dated November 23, 2021, in accordance with the vesting provisions of Policy 39 of the Development Code.

Code Amendments: After the approval of the Master Plan, several code amendments were made to the Development Code. Notable code amendments include:

- Elimination of Policy 4, Mass
- Adoption of amenity club regulations
- Adoption of outdoor food and beverage regulations
- Amendment of the off-street parking regulations
- Amendment of Policy 5, architectural compatibility regulations

Of the listed code amendments, only the elimination of the allowed mass bonuses previously contained in Policy 4 would not allow the master plan to be re-approved, as the existing master plan conforms to the remainder of the other four code amendments. The elimination of Policy 4 however, would have a serious impact on a reapplication or an extension of the existing master plan, as the specified mass bonuses contained in the master plan would need to be eliminated to achieve a passing point analysis. Per an analysis prepared by staff, a comparably sized master plan project will now need approximately 54% more SFEs of density to be completed since all common areas and subsurface areas now count as density with the change to the code.

Proposal

The following items are requested of the Town by the applicant:

1. Extend the vesting of the current Gondola Lots Master Plan by one year to November 23, 2025.

Development Code Section 9-9-4 regarding Development Agreements encourages applicants to provide additional public benefits as part of a Development Agreement proposal. The following items are proposed by the applicant as public benefits:

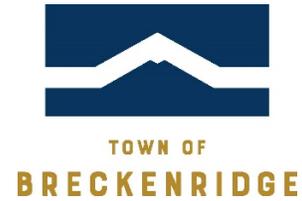
1. Provide a \$200,000 capital contribution to a new in-Town childcare center.

Questions for Council

The decision to enter into a Development Agreement is entirely at the discretion of the Council. Staff looks for direction on the following:

1. Does the Council support entering into a Development Agreement with the applicant?
2. Does the Council support the terms of the proposed Development Agreement as outlined under the above proposal?

If the Council is supportive of the Development Agreement, staff will work with the Town Attorney to prepare a Bill for a first reading.



Memo

To: Breckenridge Town Council Members
From: Jessie Launder, Administrative Supervisor
Date: 2/8/2023 (For meeting of 2/14/2023)
Subject: Notice of Administrative Rulemaking of the Building Division

Attached you will find a draft of the Administrative Rules and Regulations of the Building Division. The code requires that administrative rules are published and that they are provided to council, which serves as public notice. The rules are adopted administratively, so there is no formal action or approval required by Town Council. The regulations cover building division processes.

These regulations are intended to elaborate on codes that the building division administers under Title 8, Chapter 1 of the Town Code, along with the standard codes adopted by reference as listed in the draft.

Rulemaking Process

The process for adoption of administrative rules is set forth in section 1-18-1 of the code. Specifically, before becoming effective, all rules and regulations must be published under section 1-18-3 (by one of two methods) and a copy of the rules must be provided to the Town Council at least two weeks prior to promulgating the rules. Upon final adoption, both sets of rules will be permanently placed in the online codifier so that the public has ready access to both the code and the rules governing a subject.

Staff will be available to answer questions.

1 **ADMINISTRATIVE RULES AND REGULATIONS OF THE BUILDING DIVISION**

2
3 **ARTICLE I – GENERAL PROVISIONS**

4 A. Authority and purpose. These rules and regulations (hereinafter referred to as
5 “regulations”) are issued by building division of the Town of Breckenridge per title 8, chapter 1,
6 of the municipal code. These regulations elaborate on the codes that the building division
7 administered under title 8, chapter 1 of the Town Code and the codes enumerated below, as
8 they are amended from time to time:

- 9 • International Building Code 2018 Edition,
10 • International Residential Code 2018 Edition,
11 • International Plumbing Code 2018 Edition,
12 • International Mechanical Code 2018 Edition,
13 • International Fuel Gas Code 2018 Edition,
14 • International Energy Conservation Code 2018 Edition,
15 • International Existing Building Code 2018 Edition,
16 • National Electric Code 2020 Edition,
17 • ICC Electrical Code Administrative Provisions 2006 Edition,
18 • Uniform Code for the Abatement of Dangerous Buildings 1997 Edition, the ICC A117.1-
19 2009, the 2018 IFC,
20 • International Swimming Pool and Spa Code 2018 Edition.

21 B. Effective date. These regulations are effective upon publication as required under 1-
22 18-3 of the municipal code.

23
24 **ARTICLE II – CONTRACTOR REQUIREMENTS**

25 A. All contractors working in the Town of Breckenridge must hold a valid Town of
26 Breckenridge business license.

27 B. Electrical and plumbing permits shall only be pulled by state of Colorado licensed
28 contractors. A contractor shall submit copies of the Colorado state issued Master and
29 Contractor licenses.

30 i. Gas piping and associated equipment are considered plumbing systems and shall
31 only be pulled by State of Colorado licensed plumbing contractors.

32 ii. Mechanical systems that connect to potable water systems are considered
33 plumbing systems and shall be pulled by State of Colorado licensed plumbing contractors.

1 C. Photovoltaic alternative energy permits shall only be pulled by NABCEP Certified PV
2 Installer. A contractor shall submit proof of such certification.

3
4 **ARTICLE III-PERMIT APPLICATIONS**

5 A. Application for Building Permit.

6 1. Applications for permits to build new construction, additions, remodels, reroofs,
7 and/or hot tubs may be applied for either 1) in person at the building division located at 150 Ski
8 Hill Road, Breckenridge Colorado 80424, or 2) via the CSS online portal where applicable. The
9 Town does not accept building permit applications by email or mail.

10 2. Mechanical, electrical, and plumbing permits may be applied for either 1) in person at
11 the building division, 2) through the CSS online portal where applicable, or 3) by emailing a
12 completed application to building@townofbreckenridge.com.

13 B. Submittal Requirements. Attached as **Exhibit A** is a list of submittal requirements for
14 different types of projects. This list is meant to be used as a guide only, and the building
15 division has discretion to require additional information based on the proposed scope of work.
16 Any permits, whether building, mechanical, electrical or plumbing, submitted in person require 2
17 sets of printed plans.

18 C. Referral Agencies. The building division has discretion to refer any application to
19 internal Town agencies or external agencies. Applicants will be given a sign-off sheet
20 (sometimes called “orange” sheet) that must be submitted with the permit if applying in person.
21 If applying via the CSS online portal the application is automatically routed to the applicable
22 agencies for review and approval. A chart of internal departments and external agencies, and
23 when their review and approval is required, is attached as **Exhibit B**.

24 D. Fees. Building permit fees are listed in section 8-1-4 of the town code. All other fees
25 are set forth in the table below.

Bedroom Count Verification	\$175.00
Returned checks	\$25.00
Contractor Changes	\$65.00
Renewal of Existing Permit during 90-day grace period	\$65.00

26
27 E. Fees are non-refundable except plan check fees may be refunded when staff review
28 has not begun or where project construction has not started then eighty percent of the permit

1 fee is refundable. Additional refund requests outside of this policy can be made and are subject
2 to special review by the Department Director.

3 F. Fees shall be waived for deed restricted workforce housing, solar, and EV chargers.

4 G. Plan Requirements

5 1. Structural work shall be stamped by a Colorado Licensed Design Professional except
6 as otherwise provided in subsection 2 below.

7 2. For projects reviewed under the Residential Building Code (IRC), structural drawings
8 shall be stamped by either a Colorado Licensed Architect or a Colorado Licensed Structural
9 Engineer.

10 3. For projects reviewed under the International Building Code (IBC), structural
11 drawings shall be stamped by a Colorado Licensed Structural Engineer and architectural
12 drawings shall be stamped by a Colorado Licensed Architect.

13 4. All Plans shall be scaled to a minimum of 1/8" per foot and shall indicate the location,
14 nature and extent of the proposed scope of work and show conformance with applicable codes.

15 H. Renovation and/or demolition of buildings with possible asbestos.

16 The Town of Breckenridge follows the State of Colorado guidelines and requirements for
17 renovation and demolition of possible asbestos containing materials (ACM). Any renovation or
18 demolition of possible ACM is subject to these requirements. Links to the State of Colorado
19 guidelines and requirements can be found on the Town of Breckenridge website.

20 I. Submitting Permit Changes.

21 In the event the scope of work changes after a permit is issued, an applicant shall submit a
22 permit change form with new plans for review and approval in accordance with any other
23 requirements of the building division.

24 J. Expiration of Permit; Extensions; Renewals

25 1. Expiration of Permits.

26 a. Permits automatically expire 18 months from the date of issuance.

27 b. Upon expiration, an owner or owner's agent may be granted a 90-day grace
28 period to renew an existing permit by paying the fees required under these rules.

29 c. After the 90-day grace period has expired, the owner or owner's agent shall be
30 required to submit a new application which will be processed in the same manner as provided in
31 Article I; provided, however, the building division has discretion to waive the requirement of any
32 inspections if the applicant submits existing inspection records. If the original contractor(s) is no
33 longer available, a different contractor may apply but shall assume responsibility for any work
34 already completed.

1 2. Requests for extension. If it is foreseeable that work will not be complete within the
2 18 months, an owner or owner's agent shall request an extension in writing prior to the
3 expiration date. The building division has discretion whether to grant an extension if good
4 cause is shown in the written request. The building division shall fix the time-period for any
5 extension granted, which in no case shall be for a period longer than 6 months.

6
7 **ARTICLE IV – SPECIAL REQUIREMENTS FOR CERTAIN PERMITS**

8 A. Permit Requirements for Non-Licensed Owners. Except where the scope of the
9 proposed work includes electrical or plumbing, an owner of a condo unit or single-family home
10 may apply for a permit to perform their own work; provided, however, the owner shall be
11 responsible for all code and regulatory requirements applicable to licensed contractors in the
12 state of Colorado.

13 B. STR Bedroom Count Verification Permits.

14 1. The number of bedrooms in an accommodation unit is established on a certificate of
15 occupancy in accordance with the requirements set forth in section 4-6-4 and submitted to the
16 Summit County Assessor's Office.

17 2. An accommodation unit licensee may request a bedroom count verification under title
18 4, chapter 6 by completing an application along with a floor plan labeling the number of
19 bedrooms.

20 3. Upon receipt of a completed application, the building division will schedule an
21 inspection. If an inspection results in a change in the number of bedrooms as reflected in the
22 new application, the building division will refer the application to Upper Blue Sanitation District
23 for its inspection.

24 4. The accommodation unit licensee shall obtain the signature of the UBSD on the sign-
25 off sheet and return the sheet to the building division.

26 5. Once all of the requirements of this section are completed, the building division will
27 issue a certificate of completion noting the updated bedroom count and submit it to the Summit
28 County Assessor's office for the official record update.

29 C. Other bedroom count verification permits, when not conducted for an STR, will follow
30 the same process as in step B.

31
32 **ARTICLE V - CHANGE OF CONTRACTOR**

33 A. A contractor change form is required for any change in contractor and the owner
34 must submit in writing consenting to the change of contractor.

1 B. The new contractor shall submit a new permit application, a written statement of the
2 project status.

3 C. Fees already paid in original application will be accepted for the new contractor
4 application.

5 **ARTICLE VI – INSPECTIONS**

6 A. Required inspections vary with the scope of the proposed work in the application for
7 permit. Inspections can be scheduled by calling 1-866-729-1966 and entering the PIN number
8 listed in the permit, or via the CSS online portal. A list of inspections that the Town of
9 Breckenridge performs is set forth in **Exhibit C**.

10 B. Inspections must be scheduled prior to 11pm the night before in order to go on the
11 schedule the following business day.

12 C. Fee for Re-inspection.

13 A reinspection fee will be assessed per the fee schedule in section 8-1-4 of the town code.

14 D. Town of Breckenridge inspectors have the discretion to request proof of a Colorado
15 state issued license for electrical or plumbing contractors performing work on site.

16 E. Electrical/Plumbing contractors are not required to be present for all inspections
17 except if requested by an inspector.

18 F. The building division has the discretion to verify electrical or plumbing contractors
19 compliance with licensee-to-apprentice ratio, as required by law.

20
21 **ARTICLE VI- UNPERMITTED WORK OR UNSAFE CONDITIONS**

22 A. If work without a permit, work outside the permitted scope of an existing permit, or an
23 unsafe condition is discovered or reported to the building division, the following steps shall be
24 taken:

25 1. A stop work order will be given to the owner of the property, or to the owner's
26 authorized agent, or to the contractor or agent at the site of the unpermitted work. It will also be
27 posted on site and may not be removed until a permit is issued or site is deemed safe. Stop
28 work order shall state the condition under which work will be permitted to resume.

29 2. Contractor, owner or agent shall have 3 business days to submit an application for a
30 permit.

31 B. Any work commencing before issuance of a building, plumbing, mechanical,
32 electrical, or permit change is subject to three times the calculated permit fee, per the fee
33 schedule in section 8-1-4 of the town code.

34

ARTICLE VII-COMPLIANCE AND ENFORCEMENT

- 1
- 2 Any violation of the municipal code, any adopted codes, these building division regulations, or a
- 3 stop work order may result in penalties being imposed in accordance with title 1, chapter 4 and
- 4 any other relief available.

Exhibit A: Submittal Requirements

New Construction – Residential

All new construction must go through the development review process in accordance with the Town's development code prior to applying for a building permit.

- Completed building permit application
- Plans (see Plan Requirements)
- Completed Sustainable Building Checklist
- Soils report

New Construction – Commercial or mixed use

All new construction must go through the development review process in accordance with the Town's development code prior to applying for a building permit.

- Completed building permit application
- Plans (see Plan Requirements)
- Completed Sustainable Building Checklist (if mixed use; not required if commercial)
- Soils report

Additions – Residential

All additions must go through the development review process in accordance with the Town's development code prior to applying for a building permit.

- Completed building permit application
- Plans (see Plan Requirements)
- Soils report (if foundation work)
- Asbestos test report (if disturbing trigger levels of material) and clearance report if asbestos has been abated

Remodels – Residential

- Completed building permit application
- Development permit (if any exterior work or windows/doors)
- Plans (see Plan Requirements)
- Asbestos test report (if disturbing trigger levels of material) and clearance report if asbestos has been abated
- If replacing flooring, flooring specs that include the sound transmission class rating required (for multi-family buildings only)
- If replacing windows or doors, specs required

Additions – Commercial or mixed use

All additions must go through the development review process in accordance with the Town's development code prior to applying for a building permit.

- Completed building permit application
- Plans (see Plan Requirements)
- Soils report (if foundation work)
- Asbestos test report (if disturbing trigger levels of material) and clearance report if asbestos has been abated

Remodels – Commercial/Mixed Use

- Completed building permit application
- Development permit (if any exterior work or windows/doors)
- Plans (see Plan Requirements)
- Asbestos test report (if disturbing trigger levels of material) and clearance report if asbestos has been abated
- If replacing flooring, flooring specifications required
- If replacing windows or doors, specifications required

Reroofs (residential & commercial/mixed use)

- Completed building permit application
- Completed Class D Minor development permit application
- Specifications on the roofing material showing a class A fire rating and wind rating
- Printed sample of roofing material color (2 sets in color if in-person submittal)

Hot Tubs (new hot tubs AND replacements of existing hot tubs)

- Completed building permit application
- Completed Class D Minor development permit application
- Site plan
- If placement is on a deck 12" or more from the ground, and engineer stamped letter is required stating the deck can bear the weight of the hot tub.
- A separate electrical permit is required

Solar Permits (new construction residential & commercial/mixed use and existing applications)
Solar scopes of work must be applied for on their own application, separately from any other scopes of work.

- Completed building permit application
- Approved development permit
- Site plan
- Elevation of the location of the installation.
- If a Photovoltaic System - the Photovoltaic System Electrical Diagram stamped by a Colorado Licensed Electrical Engineer.
- If a Photovoltaic System – Separate Electrical Permit Required.
- If a Solar Hot Water System - Piping Schematic stamped by a Colorado Licensed Plumbing or Mechanical Engineer.
- If a Solar Hot Water System – Separate Mechanical Permit Required.

Window/door replacements and decks: See remodels.

Exhibit B: Internal Departments and External Agency Reviews

	New Construction			Remodel/Addition			Hot Tubs		Solar	
	Residential: Single Family or Individual Condo	Residential: Multi-Family	Commercial	Residential: Single Family or Individual Condo	Residential: Multi-Family	Commercial	Residential: Single Family or Individual Condo	Residential: Multi-Family	Commercial	All Residential and Commercial
Finance Department	Yes	Yes	Yes	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K
Town Clerk	No	No	Yes, if project will have a liquor or marijuana license	No	No	Yes, if project will have a liquor or marijuana license	No	No	No	No
Environmental Health	No	No	Yes, if any food or liquor is served; pool/spa; child care or school	No	No	Yes, if any food or liquor is served; pool/spa; child care or school	No	Yes, if common area or shared	Yes	No
Upper Blue Sanitation District	Yes	Yes	Yes	Yes, if changing count of beds/baths; ADU; or change of use	Yes, if changing count of beds/baths; ADU; or change of use	Yes, if changing count of beds/baths; major plumbing work; or change of use	No	No	No	No
Red White & Blue Fire District	Yes	Yes	Yes	Yes if SFR sq. ft. is over 6,000; yes for condos	Yes (No for windows/doors and roofs)	Yes (No for windows/doors and roofs)	No	Yes	Yes	No
Water Department	Yes	Yes	Yes	Yes, if adding sinks/toilets/showers, foundation work or scrape, change of use, Fire sprinkler sys., Landscape irrigation, addition is separate building, or ADU	Yes, if adding sinks/toilets/showers, foundation work or scrape, change of use, Fire sprinkler sys., Landscape irrigation, addition is separate building, or ADU	Yes, if adding sinks/toilets/showers, foundation work or scrape, change of use, Fire sprinkler sys., Landscape irrigation, addition is separate building	No (Yes, if plumbed directly to water line)	No (Yes, if plumbed directly to water line)	No (Yes, if plumbed directly to water line)	No
Streets Department	Yes	Yes	Yes	Yes, if addition	Yes, if addition	Yes, if addition	No	No	No	No
Engineering Department	Yes	Yes	Yes	Yes, if exterior work (No for windows or roofs)	Yes, if exterior work (No for windows or roofs)	Yes, if exterior work (No for windows or roofs)	No	No (unless ROW permit is needed)	No (unless ROW permit is needed)	No
Planning Department	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Building Department	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Exhibit C: Inspections Performed

Temporary Power
Bedroom Count Verification
Layout & Footing ¹
Foundation Wall ²
French Drain Waterproof Insulation
Concrete Slab
Permanent Meter Release
Underground Electrical
Underground Plumbing
Under slab or Floor Mechanical
Underlayment & Flashing ⁵
Rough Electrical
Above Grid
Rough Plumbing
Gas Piping – Pressure Test
Rough Mechanical
Framing ³
Insulation
Drywall
FP/Boiler/Furnace Chase/Drywall
Gas Piping – Appliance Set – Meter Release
Exterior Gyp
Final Electrical ⁴
Final Plumbing ⁴
Final Mechanical ⁴
Final Building ^{4, 5} (Prior to Final Building all technical permit final inspections must be approved.)

¹Soils Report required prior to Layout and Footing inspection. Frost Report required same day and prior to inspection from November 1 to May 1, or if freezing temperatures occur prior to November 1 or after May 1, per Town of Breckenridge Ordinance.

²ILC with elevations showing top of wall to be submitted and approved prior to Foundation Wall Inspection

³ILC Showing ridge elevation to be submitted and approved prior to Framing Inspection

⁴Sign Off Sheet for Certificate of Completion (“green” sheet) with all applicable signatures complete is required prior to final inspections

⁵A ladder or other means of access may be required for inspections. It is the responsibility of the Contractor to communicate with the building inspector prior to the inspection for the means of access. Due to site conditions, weather and safety protocols, this requirement will be determined on case-by-case basis.