



TOWN OF
BRECKENRIDGE

Town Council Regular Meeting
Tuesday, March 14, 2023, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall 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. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - FEBRUARY 28, 2023

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2023

1. *COUNCIL BILL NO. 7, SERIES 2023 - A BILL FOR AN ORDINANCE FOR POLICY 3A PERTAINING TO DENSITY AND MAKING CONFORMING AMENDMENTS*
2. *COUNCIL BILL NO. 8, SERIES 2023 - A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE RELATING TO NONCONFORMING STRUCTURES*
3. *COUNCIL BILL NO. 9, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH GONDOLA LOT PROPERTIES LLC*
4. *COUNCIL BILL NO. 10, SERIES 2023 - A BILL FOR AN ORDINANCE ESTABLISHING THE AUTHORITY AND USE OF THE VALLEY BROOK CEMETERY*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2023

1. *COUNCIL BILL NO. 11, SERIES 2023 - A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES*

B. RESOLUTIONS, SERIES 2023

1. *RESOLUTION NO. 9, SERIES 2023 - A RESOLUTION CHANGING THE NAME OF*

“BLOCK 11 APARTMENTS” TO “ULLR FLATS”

C. OTHER

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC (Mayor/Town Manager)

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (Bergeron)

C. BRECKENRIDGE TOURISM OFFICE (Carleton)

D. BRECKENRIDGE HISTORY (Saade)

E. BRECKENRIDGE CREATIVE ARTS (Rankin)

F. BRECKENRIDGE EVENTS COMMITTEE (Owens)

G. CHILD CARE ADVISORY COMMITTEE (Beckerman)

H. WORKFORCE HOUSING COMMITTEE (Carleton/Rankin)

I. SOCIAL EQUITY ADVISORY COMMISSION (Saade)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR MARCH, APRIL AND MAY

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Pro Tem Owens called the meeting of February 28, 2023, to order at 7:00pm. The following members answered roll call: Todd Rankin, Carol Saade, Dick Carleton, Jay Beckerman and Mayor Pro Tem Kelly Owens. Mayor Eric Mamula was absent.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – FEBRUARY 14, 2023

With no changes or corrections to the meeting minutes of February 14, 2023, Mayor Pro Tem Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

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

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Pro Tem Owens opened Public Comment.

Bill Wishowski, speaking as a local resident, stated he is concerned about traffic flow and pedestrian crossings in the Riverwalk corridor, specifically in the section by the river where the bike path is now located. He wondered why bikes would be by the river where the tables are, and the pedestrian path would cross the parking lot, and suggested this should be switched.

There were no additional public comments and Mayor Pro Tem Owens closed Public Comment.

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Bill Wishowski, Breckenridge Tourism Office Director of Operations, stated March 23 is the Board of Directors retreat and he invited the Council to attend. He then presented the lodging update and noted that winter season room nights are down 8% year over year, and summer bookings are down 20%, while group business is pretty solid, and individual travelers are down. Wishowski stated revenue per available room (RevPAR) is down 10% for winter nights, and down 32% for summer year over year. Wishowski explained timeshares are not registered by Key Data and it seems that larger units are not booking as much.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2023 - PUBLIC HEARINGS

- 1) COUNCIL BILL NO. 2, SERIES 2023 - COUNCIL BILL NO. 2, SERIES 2023 - AN ORDINANCE CREATING LAND USE DISTRICT 46 AND PLACING 8.8 ACRES OF THE STILLSON PROPERTY IN THE NEW LAND USE DISTRICT 46. (A portion of TR 6-77 Sec 31 Qtr 4 Mining Claim(s) cont 38.868 acres STILLSON PATCH PLACER MYRTLE ANNIE LODGE MS#1466, 8.4 acres, more or less)**
Mayor Pro Tem Owens read the title into the minutes. Michelle Dollmaier, Planner III, stated this ordinance creates a new LUD for the purpose of an upcoming housing development on Stillson Patch Placer. She further stated that a minor acreage change was made between first and second reading.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve COUNCIL BILL NO. 2, SERIES 2023 - AN ORDINANCE CREATING LAND USE DISTRICT 46 AND PLACING 8.4 ACRES OF THE STILLSON PROPERTY IN THE NEW LAND USE DISTRICT 46. (A portion of TR 6-77 Sec 31 Qtr 4 Mining Claim(s) cont 38.868 acres STILLSON PATCH PLACER MYRTLE ANNIE LODGE MS#1466, 8.8 acres, more or less). Council Member Beckerman seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

2) **COUNCIL BILL NO. 3, SERIES 2023 - A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES**

Mayor Pro Tem Owens read the title into the minutes. Kristin Brownson, Assistant Director of Public Works, stated this ordinance would raise the carryout bag fee to \$0.25, and ban plastic beverage containers of less than half gallon in size (with some exceptions) and carryout containers, among other things as discussed in the work session. She stated changes from first reading were noted in the memo in the packet.

Mayor Pro Tem Owens opened the public hearing.

Andrew Crawford, store leader of Breckenridge City Market, stated he believes this ordinance would present a hardship for the store, and for other town businesses. He stated he believes guests and visitors would then shop in stores outside of Breckenridge. Crawford also noted for the record that he did not sign any petition in favor of this ordinance.

Kelly McGann, representing City Market, stated City Market opposes this ordinance, although they support the sustainability goals. She stated there are not viable alternatives for some of these products for customers, and the proposed change would be significant and would impact nearly 5,000 products in the store. She also stated the bill would create hardships for families.

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

Council Member Bergeron stated his goal has always been to reduce single use plastic water bottles. Council Member Carleton stated whether we pass it or not we will need to listen to stakeholders. Mayor Pro Tem Owens stated we have roundtables scheduled in the future, and Council Member Beckerman stated we all have the same goal, but how we get there might be different. He also stated he is not in support of passing something to get attention and something that needs to be amended in the future. Council Member Beckerman stated our goal in sustainability is not progressing with this ordinance and there may be unintended consequences to passing this ordinance that will negatively impact residents and guests. He stated he supports the sustainability efforts, but not the approach. Council Member Owens asked if there was a way to approve this ordinance with single use plastic water bottles instead of all single use plastic bottles. Attorney Kirsten Crawford stated Council must pass or fail this ordinance tonight in its current form and advised Council to make a motion and take a vote. Council Member Bergeron stated he is conflicted on this ordinance. Council Member Rankin stated he shares Council Member Beckerman's concerns about the ordinance as written.

Council Member Carleton moved to approve **COUNCIL BILL NO. 3, SERIES 2023 - A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES**. Council Member Saade seconded the motion.

The motion FAILED 1-6, with Mayor Pro Tem Owens voting in favor. Mayor Mamula was absent.

3) **COUNCIL BILL NO. 4, SERIES 2023 - A BILL FOR AN ORDINANCE TO EXEMPT RECYCLED PAPER CARRYOUT BAG FEE FROM SALES TAX CODE**

Mayor Pro Tem Owens read the title into the minutes. Kristin Brownson, Assistant Director of Public Works, stated this ordinance would exempt the carryout bag fee from sales tax. There are no changes to this ordinance from first reading.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve **COUNCIL BILL NO. 4, SERIES 2023 - A BILL FOR AN ORDINANCE TO EXEMPT RECYCLED PAPER CARRYOUT BAG FEE FROM SALES TAX CODE**. Council Member Beckerman seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

- 4) **COUNCIL BILL NO. 5, SERIES 2023 - 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**

Mayor Pro Tem Owens read the title into the minutes. James Phelps, Director of Public Works, stated this ordinance will amend code to provide authority to the Town to impose penalties for failure to comply with backflow program requirements. He further stated there is a minor change from first reading to clarify gauges and testing.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve **COUNCIL BILL NO. 5, SERIES 2023 - 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**. Council Member Saade seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

- 5) **COUNCIL BILL NO. 6, SERIES 2023 - 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**
Mayor Pro Tem Owens read the title into the minutes. James Phelps, Director of Public Works, stated there were no changes to this ordinance from first reading.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve **COUNCIL BILL NO. 6, SERIES 2023 - 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**. Council Member Beckerman seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

VI) NEW BUSINESS

- A) **FIRST READING OF COUNCIL BILLS, SERIES 2023**
1) **COUNCIL BILL NO. 7, SERIES 2023 - A BILL FOR AN ORDINANCE FOR POLICY 3A PERTAINING TO DENSITY AND MAKING CONFORMING AMENDMENTS**

Mayor Pro Tem Owens read the title into the minutes. Stefi Szrek, Planner II, stated this ordinance clarifies code changes, including allowing a bonus for carriage houses in the Wellington Neighborhood, an exemption for garages and sheds in the historic district, and cleans up additional language as detailed in the memo in the packet.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve **COUNCIL BILL NO. 7, SERIES 2023 - A BILL FOR AN ORDINANCE FOR POLICY 3A PERTAINING TO DENSITY AND MAKING CONFORMING AMENDMENTS**. Council Member Saade seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

- 2) **COUNCIL BILL NO. 8, SERIES 2023 - A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE RELATING TO NONCONFORMING STRUCTURES**

Mayor Pro Tem Owens read the title into the minutes. Stefi Szrek, Planner II, stated this ordinance would clarify language in regard to nonconforming structures, allowing them to be rebuilt as they stand today.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve **COUNCIL BILL NO. 8, SERIES 2023 - A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE RELATING TO NONCONFORMING STRUCTURES**. Council Member Beckerman seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

- 3) **COUNCIL BILL NO. 9, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH GONDOLA LOT PROPERTIES LLC**

Mayor Pro Tem Owens read the title into the minutes. Chris Kulick, Planning Manager, stated this ordinance would extend the vesting of the gondola lot master plan for six months, with the option to extend an additional six months at the discretion of Council. He further stated that in exchange the applicant is offering a \$100,000 contribution to an in-town childcare facility, with the extension requiring an additional donation for the same purpose.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed. Mr. Carleton asked about clarifying the “owner” of the property in the ordinance, and if the contribution can be used toward a current facility or a new facility. Kulick stated he will review the ownership question prior to second reading the the contribution can be to a current facility for an addition or a new facility.

Council Member Bergeron moved to approve **COUNCIL BILL NO. 9, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH GONDOLA LOT PROPERTIES LLC**. Council Member Beckerman seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

- 4) **COUNCIL BILL NO. 10, SERIES 2023 - A BILL FOR AN ORDINANCE ESTABLISHING THE AUTHORITY AND USE OF THE VALLEY BROOK CEMETERY**

Mayor Pro Tem Owens read the title into the minutes. Kirsten Crawford, Town Attorney, stated this is a clean-up bill for the operation of the cemetery and revised rules and regulations will follow at a future meeting.

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

Council Member Bergeron moved to approve **COUNCIL BILL NO. 10, SERIES 2023 - A BILL FOR AN ORDINANCE ESTABLISHING THE AUTHORITY AND USE OF THE VALLEY BROOK CEMETERY**. Council Member Beckerman seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

- B) **RESOLUTIONS, SERIES 2023**
1) **RESOLUTION NO. 6, SERIES 2023 - A RESOLUTION MAKING SUPPLEMENTAL AND REDUCED APPROPRIATIONS TO THE 2023 TOWN BUDGET**

Mayor Pro Tem Owens read the title into the minutes. Dave Byrd, Finance Director, stated this resolution would make supplemental and reduced appropriations to the 2023 Town Budget as detailed in the memo in the packet.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve RESOLUTION NO. 6, SERIES 2023 - A RESOLUTION MAKING SUPPLEMENTAL AND REDUCED APPROPRIATIONS TO THE 2023 TOWN BUDGET. Council Member Saade seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

- 2) RESOLUTION NO. 7, SERIES 2023 - A JOINT RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO ESTABLISHING A NEW METHODOLOGY TO DETERMINE THE PRICE OF ONE "TRANSFERABLE DEVELOPMENT RIGHT" (TDR) SOLD BY THE TOWN AND THE COUNTY PURSUANT TO THE "AMENDED INTERGOVERNMENTAL AGREEMENT CONCERNING TRANSFERRED DEVELOPMENT RIGHTS" DATED AND EFFECTIVE APRIL 10, 2007
Mayor Pro Tem Owens read the title into the minutes. Mark Truckey, Director of Community Development, stated this resolution would amend the Town and County's process establishing the price of TDRs, raise the current price of TDRs, and adjust the price annually.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve RESOLUTION NO. 7, SERIES 2023 - A JOINT RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO ESTABLISHING A NEW METHODOLOGY TO DETERMINE THE PRICE OF ONE "TRANSFERABLE DEVELOPMENT RIGHT" (TDR) SOLD BY THE TOWN AND THE COUNTY PURSUANT TO THE "AMENDED INTERGOVERNMENTAL AGREEMENT CONCERNING TRANSFERRED DEVELOPMENT RIGHTS" DATED AND EFFECTIVE APRIL 10, 2007. Council Member Beckerman seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

- 3) RESOLUTION NO. 8, SERIES 2023 - A RESOLUTION AUTHORIZING THE TOWN OF BRECKENRIDGE TO EXERCISE AN OPTION TO EXTEND THE TERM OF THE CONTRACT BETWEEN THE UNITED STATES AND THE TOWN OF BRECKENRIDGE FOR WATER STORAGE SPACE IN GREEN MOUNTAIN RESERVOIR FOR 40 YEARS UNTIL APRIL 30, 2065
Mayor Pro Tem Owens read the title into the minutes. Kirsten Crawford, Town Attorney, stated that our current agreement with the federal government requires advance notice if we plan to extend our storage rights in Green Mountain Reservoir for the next 40 years, and this resolution is required for the notice.

Mayor Pro Tem Owens opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve RESOLUTION NO. 8, SERIES 2023 - A RESOLUTION AUTHORIZING THE TOWN OF BRECKENRIDGE TO EXERCISE AN OPTION TO EXTEND THE TERM OF THE CONTRACT BETWEEN THE UNITED STATES AND THE TOWN OF BRECKENRIDGE FOR WATER STORAGE SPACE IN GREEN MOUNTAIN RESERVOIR FOR 40 YEARS UNTIL APRIL 30, 2065. Council Member Carleton seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

- C) OTHER

VII) PLANNING MATTERS

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

B) **PLANNING COMMISSION APPOINTMENT**
Mayor Pro Tem Owens stated the applicants for the open seat are Elaine Gort and Andrea Rosenthal. These applicants were interviewed during the work session. A third applicant was not present for the interview. Council voted and Elaine Gort received 4 votes, while Andrea Rosenthal received 2 votes.

Council Member Bergeron moved to appoint Elaine Gort to the Planning Commission to serve the remainder of the vacant term. Council Member Beckerman seconded the motion.

The motion passed 6-0. Mayor Mamula was absent.

VIII) REPORT OF TOWN MANAGER AND STAFF

Shannon Haynes stated CAST is coming up and reminded Council to let us know if they plan to attend. She also stated Scott Reid will be the acting Town Manager Thursday to Tuesday.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

Reports of Mayor and Council Members were covered during the afternoon Work Session.

A. CAST/MMC

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

C. BRECKENRIDGE TOURISM OFFICE

D. BRECKENRIDGE HISTORY

E. BRECKENRIDGE CREATIVE ARTS

F. BRECKENRIDGE EVENTS COMMITTEE

G. CHILD CARE ADVISORY COMMITTEE

H. WORKFORCE HOUSING COMMITTEE

I. SOCIAL EQUITY ADVISORY COMMISSION

X) OTHER MATTERS

Council Member Bergeron asked about adding poop bag dispensers in Vista Point, and staff stated Public Works will be making a recommendation at a future meeting. Council Member Rankin stated he has heard bathrooms are needed in the Airport Road parking lot, and Council Member Bergeron stated bathrooms are needed on Hoosier Pass as well.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR FEBRUARY, MARCH AND APRIL

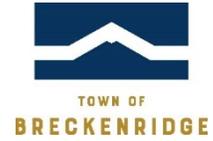
XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:58pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor Pro Tem



Memo

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

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

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

2
3 Series 2023

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

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

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

11 9-1-5:DEFINITIONS:

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

14 Class D – Major:

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

18 1. Warrants the assessment of any negative points based upon the director's preliminary
19 assessment at the time the application is initially filed; or

20 2. Is located on a lot, tract, or parcel without a platted building or disturbance envelope outside
21 of the conservation district as defined in section ~~9-1-19-4A~~ 9-1-19-3A of this chapter

22 (~~massdensity~~).

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

25 B. Those wireless communication facilities permit applications described in section 9-1-19-
26 50A(D)(2) of this chapter.

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

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

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

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

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

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

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

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

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

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

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

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

17 C. General Provisions:

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

20 Residential:

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

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

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

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

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

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

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

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

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

27 H. Aboveground Density In Historic District:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 B. Design Standards:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10

11 TOWN OF BRECKENRIDGE, a Colorado

12 municipal corporation

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16 By: _____

17 Eric S. Mamula, Mayor

18

19 ATTEST:

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23 _____

24 Helen Cospolich, CMC,

25 Town Clerk

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Memo

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

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

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

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

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

13
14 9-1-12: NONCONFORMING STRUCTURE:

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

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

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

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

34 Exceptions:

1 1. Neither the density nor the mass of the nonconforming structure shall be increased in
2 connection with the repair or reconstruction of the structure.

3 2. The nonconforming structure shall be brought into conformance with the absolute
4 policies of this chapter to the extent possible. Any absolute policy with which the structure
5 was not in compliance immediately prior to the structure being damaged shall not be
6 deemed to be applicable to an application for a development permit to repair or reconstruct
7 the nonconforming structure.

8 3. A development permit authorizing the repair or reconstruction of the nonconforming
9 structure shall be obtained in accordance with the requirements of this chapter. All
10 applicable absolute and relative policies of this chapter shall apply to any such development
11 permit application.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12

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

18

19 TOWN OF BRECKENRIDGE, a Colorado
20 municipal corporation

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By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Town Council

From: Chris Kulick, AICP, Planning Manager

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

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

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

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

Council Action

Approval of a Development Agreement is entirely at the discretion of the Town Council. Staff finds the proposal is consistent with the Council’s direction at the February 28, 2023, Work Session and recommends the Council approve the Development Agreement on Second Reading. Staff will be available to answer any questions the Council may have.

A BILL FOR AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH GONDOLA LOT PROPERTIES LLC.

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

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

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

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

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

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

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

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

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

EXHIBIT A

APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED STATUTES, AS AMENDED

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of the ____ day of _____, 2023 (“Effective Date”) between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “Town”) and GONDOLA LOT PROPERTIES LLC, a Colorado limited liability company, (the “Developer”). The Town and the Developer are sometimes collectively referred to in this Agreement as the “Parties,” and individually by name or as a “Party.”

Recitals

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

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

B. In accordance with Subsection (H)(1) of Section 9-1-19-39A, “Policy 39 (Absolute Master Plan)” of the Breckenridge Town Code a development permit for an approved master plan is vested for three (3) years.

C. The approved vesting of the Master Plan expires three (3) years from the approval, November 21, 2024.

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

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

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

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

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

10 Agreement

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

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

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

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

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

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

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

5 8. Actual development of the real property which is the subject of the Agreement shall
6 require the issuance of such other and further permits and approvals by the town as may be
7 required from time to time by applicable town ordinances.
8

9 9. No official or employee of the Town shall be personally responsible for any actual or
10 alleged breach of this Agreement by the Town.
11

12 10. The Developer agrees to indemnify and hold the Town, its officers, employees,
13 insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on
14 account of injury, loss, or damage, including without limitation claims arising from bodily
15 injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any
16 kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such
17 injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in
18 part by, the negligence or intentional act or omission of the Developer; any subcontractor of the
19 Developer, or any officer, employee, representative, or agent of the Developer or of any
20 subcontractor of the Developer, or which arise out of any worker's compensation claim of any
21 employee of the Developer, or of any employee of any subcontractor of the Developer; except to
22 the extent such liability, claim or demand arises through the negligence or intentional act or
23 omission of the Town, its officers, employees, or agents. The Developer agrees to investigate,
24 handle, respond to, and provide defense for and defend against, any such liability, claims, or
25 demands at the sole expense of the Developer. The Developer also agrees to bear all other costs
26 and expenses related thereto, including court costs and attorney's fees.
27

28 11. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall
29 not affect or impair the validity, legality, or enforceability of the remaining provisions of the
30 Agreement.
31

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

35 13. No waiver of any provision of this Agreement shall be deemed or constitute a waiver
36 of any other provision, nor shall it be deemed to constitute a continuing waiver, unless expressly
37 provided for by a written amendment to this Agreement signed by the Parties; nor shall the
38 waiver of any default under this Agreement be deemed a waiver of any subsequent default or
39 defaults of the same type.
40

41 14. Nothing contained in this Agreement shall constitute a waiver of the Town's
42 sovereign immunity under any applicable state or federal law.
43

1 15. Personal jurisdiction and venue for any civil action commenced by any Party to this
2 Agreement shall be deemed to be proper only if such action is commenced in District Court of
3 Summit County, Colorado. The Developer expressly waives any right to bring such action in or
4 to remove such action to any other court, whether state or federal. **The Parties** hereby mutually
5 agree to waive any right to a jury trial in connection with any action to enforce, interpret or
6 construe this agreement.
7

8 16. Any notice required or permitted hereunder shall be in writing and shall be sufficient
9 if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:
10

11 If to the Town: Rick G. Holman, Town Manager
12 Town of Breckenridge
13 P.O. Box 168
14 Breckenridge, CO 80424
15

16 With a copy (which
17 shall not constitute
18 notice to the Town) to: Kirsten Crawford, Esq.
19 Town Attorney
20 P.O. Box 168
21 Breckenridge, CO 80424
22

23 If to the Church: Mike Dudick
24 Gondola Lot Properties LLC
25 P.O. Box 6879
26 Breckenridge, CO 80424
27

28 Notices mailed in accordance with the provisions of this Section 16 shall be deemed to have been
29 given upon delivery. Notices personally delivered shall be deemed to have been given upon
30 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
31 Colorado Rules of Civil Procedure for service of civil process.
32

33 17. This Agreement shall be interpreted in accordance with the laws of the State of
34 Colorado without regard to principles of conflicts of laws.
35

36 18. This Agreement constitutes the entire agreement and understanding between the
37 Parties relating to the subject matter of this Agreement and supersedes any prior agreement or
38 understanding relating to such subject matter.
39

40 TOWN OF BRECKENRIDGE, a Colorado
41 municipal corporation
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By: _____
Rick G. Holman, Town Manager

GONDOLA LOT PROPERTIES LLC,
A COLORADO LIMITED LIABILITY
COMPANY

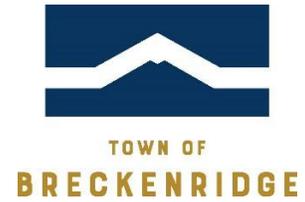
BY: _____

NAME: _____

TITLE:

ATTEST:

Helen Cospolich, CMC, Town
Clerk



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

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

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

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

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

CHAPTER 11: VALLEY BROOK CEMETERY

11-11-1: DEFINITIONS:

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

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

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

11-11-2: CEMETERY ESTABLISHED:

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

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

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

11-11-3: PURCHASE OF BURIAL SPACE:

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

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

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

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

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

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

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

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

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

17 and

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

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

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

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

32 **Section 3.** This ordinance shall be published and become effective as provided by
33 Section 5.9 of the Breckenridge Town Charter.
34

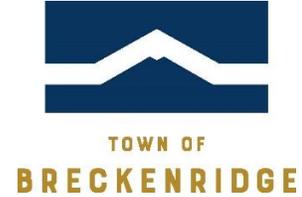
1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this 28TH day of _____, 2023. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
4 _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

6
7 TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation
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11
12 By: _____
13 Eric S. Mamula, Mayor
14

15 ATTEST:

16
17
18
19 _____
20 Helen Cospolich, CMC,
21 Town Clerk
22



Memo

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

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

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

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

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

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

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

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

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

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COUNCIL BILL NO. ____

Series 2023

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

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

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

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

5-12-1: DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 Recycled carryout bag does not include:

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

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

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

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

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

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

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

25 (a) Any private home;

26 (b) Private boarding houses;

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

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

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

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

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

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

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

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

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

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

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

26 C. This section shall not apply to:

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

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

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

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

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

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

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

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

15 5-12-5: SIGNAGE:

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

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

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

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

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

27 2. To provide the signage required;

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

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

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

3 6. To improve infrastructure to increase recycling.

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

5 A. Administration of the fund.

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

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

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

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

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

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

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

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

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

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

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

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

4 5-12-9: EXEMPTIONS:

5 This chapter does not apply to:

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

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

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

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

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

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

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

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

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

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

6 5-12-11: Fines and Penalties:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 TOWN OF BRECKENRIDGE, a Colorado municipal corporation

17

18

19

20

By: _____

21

Eric S. Mamula, Mayor

22

23 ATTEST:

24

25

26

27 _____

28 Helen Cospolich, CMC,

1 Town Clerk

4 **A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN**
5 **CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES.**
6

7
8 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
9 BRECKENRIDGE, COLORADO:
10

11
12 **Section 1.** That title 5, chapter 12, entitled "DISPOSABLE BAG FEE" is hereby
13 repealed and replaced in its entirety with the following language underlined to read as follows:
14

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

18 5-12-1: DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 Recycled carryout bag does not include:

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

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

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

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

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

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

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

25 (a) Any private home;

26 (b) Private boarding houses;

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

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

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

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

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

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

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

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

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

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

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

26 C. This section shall not apply to:

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

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

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

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

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

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

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

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

15 5-12-5: SIGNAGE:

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

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

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

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

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

27 2. To provide the signage required;

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

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

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

3 6. To improve infrastructure to increase recycling.

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

5 A. Administration of the fund.

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

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

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

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

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

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

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

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

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

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

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

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

4 5-12-9: EXEMPTIONS:

5 This chapter does not apply to:

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

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

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

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

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

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

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

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

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

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

6 5-12-11: Fines and Penalties:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 TOWN OF BRECKENRIDGE, a Colorado municipal corporation

17

18

19

20

By: _____

21

Eric S. Mamula, Mayor

22

23 ATTEST:

24

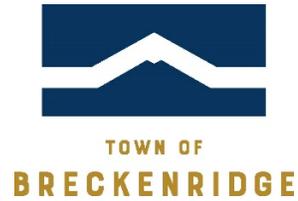
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26

27 _____

28 Helen Cospolich, CMC,

1 Town Clerk



Memo

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

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

1 RESOLUTION NO.

2
3 Series 2023

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

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

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

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

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

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

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

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

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

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

29
30 TOWN OF BRECKENRIDGE

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

ATTEST:

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

APPROVED IN FORM

_____/s/_____
Town Attorney Date



Memo

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

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

CLASS A APPLICATIONS:

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

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

Approved, see second memo.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

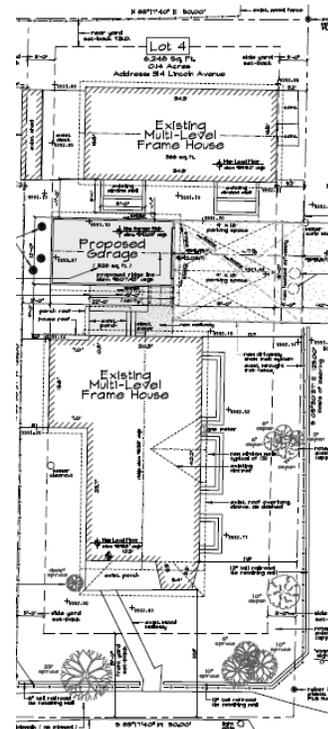
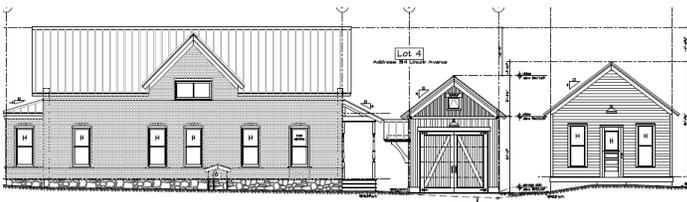
To: Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Date: March 8, 2023, for meeting of March 14, 2023
Subject: Thomas Residence Landmarking, Restoration, and Garage Addition, Class A Planning Commission Approval Summary (PL-2022-0524)

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



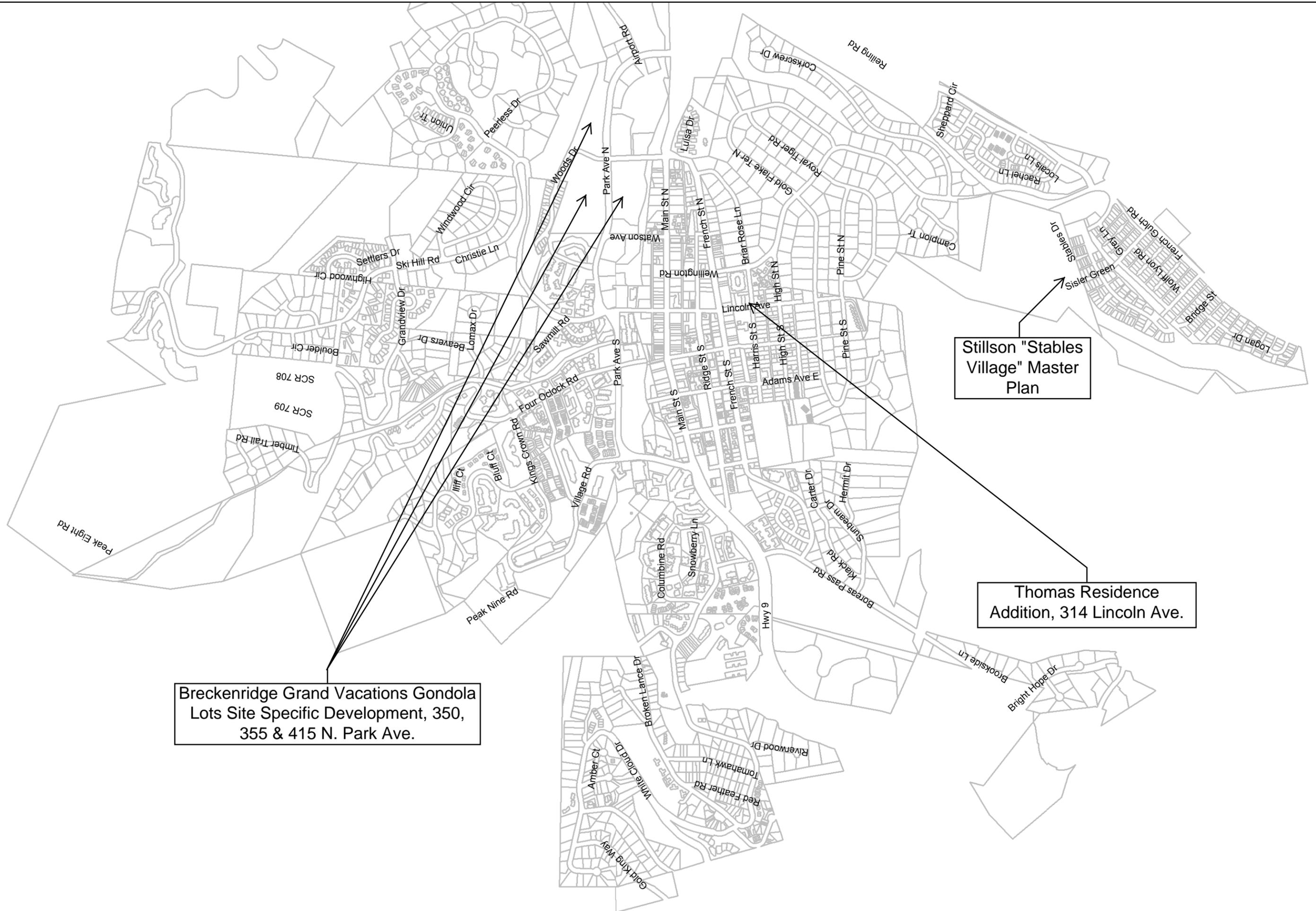
Above: Existing west elevation

Below: Proposed east elevation from Harris Street



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

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



Breckenridge Grand Vacations Gondola
Lots Site Specific Development, 350,
355 & 415 N. Park Ave.

Stillson "Stables
Village" Master
Plan

Thomas Residence
Addition, 314 Lincoln Ave.



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

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

APPROVAL OF AGENDA

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

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

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

FINAL HEARINGS:

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

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

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

Commissioner Questions / Comments:

Mr. Guerra: No questions.

Mr. Gerard: No questions.

Mr. Leas: No questions.

Ms. Propper: No questions.

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

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

Sonny Neely, Neely Architecture, Applicant:

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

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

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

Commissioner Comments:

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

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

PRELIMINARY HEARINGS:

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

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

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

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

Commissioner Questions / Comments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ms. Propper: No questions.

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

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

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

The hearing was opened for public comment.

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

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

The public comment period was closed.

Commissioner Comments:

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

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

WORK SESSIONS:

1. Stables Village Master Plan

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

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

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

Commissioner Questions / Comments:

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

Mr. Leas: No questions.

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

Ms. Propper: No questions.

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

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

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

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

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

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

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

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

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

Commissioner Comments:

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

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 9:11 pm.

Allen Frechter, Chair



Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

March 2023

March 14th, 2023	Rec Center MPR Room	Single Use Plastic Roundtable	9:00am - 10:00am
Tuesday, March 14th, 2023	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
March 23rd, 2023		BTO Retreat	9:00am - 10:00am
Tuesday, March 28th, 2023	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

April 2023

April 6th, 2023	Council Chambers	BTO Summer Preview	8:30am - 10:00am
April 11th, 2023	Rec Center MPR Room	Single Use Plastic Roundtable	9:00am - 10:00am
Tuesday, April 11th, 2023	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Tuesday, April 25th, 2023	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

Other Meetings

March 14th, 2023	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
March 15th, 2023	Summit Combined Housing Authority	9:00am
March 20th, 2023	Social Equity Advisory Commission	7:30am
March 21st, 2023	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
March 23rd, 2023	Transit Advisory Council Meeting Summit Stage Transit Board Meeting Breckenridge Tourism Office Board Meeting Northwest CO Council of Governments RW&B Board Meeting	8:10am 8:15am 8:30am 10:00am 3:00pm
March 27th, 2023	Open Space & Trails Meeting	5:30pm
March 28th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
March 31st, 2023	Breckenridge Creative Arts	Noon
April 4th, 2023	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
April 5th, 2023	Breckenridge Events Committee Childcare Advisory Committee	9:00am 3:00pm
April 11th, 2023	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
April 12th, 2023	Breckenridge Heritage Alliance	Noon
April 13th, 2023	I-70 Coalition Upper Blue Sanitation District	3:30pm 5:30pm



Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

April 17th, 2023	Social Equity Advisory Commission	7:30am
April 18th, 2023	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
April 24th, 2023	Open Space & Trails Meeting	5:30pm
April 25th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
April 27th, 2023	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
May 2nd, 2023	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
May 3rd, 2023	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
May 10th, 2023	Breckenridge Heritage Alliance	Noon
May 11th, 2023	I-70 Coalition	11:30am
	Upper Blue Sanitation District	5:30pm
TBD	Tourism Overlay District Advisory Committee Meeting	10:30am
	Transit Advisory Council Meeting	8:00am
	Water Task Force Meeting	9:30am
	QQ - Quality and Quantity - Water District	10:00am