



Town Council Regular Meeting
Tuesday, February 11, 2025, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/82918442465> (Telephone: 1-719-359-4580; Webinar ID: 829 1844 2465).

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

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - JANUARY 28, 2025

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. BLACK HISTORY MONTH PROCLAMATION

- A. PROCLAMATION

VI. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 2, SERIES 2025 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND JENNIFER WRIGHT ("APPLICANT")
 - 2. COUNCIL BILL NO. 3, SERIES 2025 - A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO DEVELOPMENT, EXTERIOR LIGHTING, AND SIGNS ON PRIVATE PROPERTY

VII. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2025
- B. RESOLUTIONS, SERIES 2025
- C. OTHER

VIII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS

IX. REPORT OF TOWN MANAGER AND STAFF

X. REPORT OF MAYOR AND COUNCIL MEMBERS

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

XI. OTHER MATTERS

XII. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR FEBRUARY AND MARCH

XIII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of January 28, 2025, to order at 7:00pm. The following members answered roll call: Marika Page, Jay Beckerman, Todd Rankin, Dick Carleton, Carol Saade and Mayor Kelly Owens. Steve Gerard arrived at 7:02pm.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – January 14, 2025

With no changes or corrections to the meeting minutes of January 14, 2025, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there were no changes to the agenda. The agenda was approved as presented.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened Public Comment.

With no comments, Mayor Owens closed Public Comment.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2024 & 2025

B) COUNCIL BILL NO. 1, SERIES 2025 - A BILL FOR AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN CODE; ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION, PUBLISHED BY THE COLORADO DEPARTMENT OF TRANSPORTATION; AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION

Mayor Owens read the title into the minutes. Chief Jim Baird stated this is the second reading of the adoption of the 2024 Model Traffic Code and there are no changes to this ordinance from first reading.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 1, SERIES 2025 - A BILL FOR AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN CODE; ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION, PUBLISHED BY THE COLORADO DEPARTMENT OF TRANSPORTATION; AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION. Council Member Beckerman seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2025

1) COUNCIL BILL NO. 2, SERIES 2025 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND JENNIFER WRIGHT (“APPLICANT”)

Mayor Owens read the title into the minutes. Ellie Muncy, Planner I, stated this development agreement is necessary to allow for a change of use from commercial to employee housing for this unit. She further stated there were only minor changes to the ordinance from first reading, which were detailed in the memo, and staff recommends approval.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 2, SERIES 2025 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND JENNIFER WRIGHT (“APPLICANT”). Council Member Saade seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 3, SERIES 2025 - A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO DEVELOPMENT, EXTERIOR LIGHTING, AND SIGNS ON PRIVATE PROPERTY
Mayor Owens read the title into the minutes. Ellie Muncy, Planner I, stated this ordinance would amend the development code specific to lighting and signs, among other things.

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

Council Member Rankin moved to approve COUNCIL BILL NO. 3, SERIES 2025 - A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO DEVELOPMENT, EXTERIOR LIGHTING, AND SIGNS ON PRIVATE PROPERTY. Council Member Carleton seconded the motion.

The motion passed 7-0.

- B) RESOLUTIONS, SERIES 2025
1) RESOLUTION NO. 2, SERIES 2025 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO FOR A COMMUNITY ACCELERATED MOBILITY PROJECT GRANT
Mayor Owens read the title into the minutes. Matt Hulsey, Assistant Public Works Director, stated this resolution would approve an IGA with the State for the purpose of a mobility grant specific to the Breck E-Ride bike share program.

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

Council Member Rankin moved to approve RESOLUTION NO. 2, SERIES 2025 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO FOR A COMMUNITY ACCELERATED MOBILITY PROJECT GRANT. Council Member Gerard seconded the motion.

The motion passed 7-0.

- C) OTHER

VII) PLANNING MATTERS

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

- B) TOWN PROJECT PUBLIC HEARING – Kingdom Park Pavilion & Skate Park Expansion
Chris Kulick, Planning Manager, presented the Kingdom Park Pavilion and Skate Park Expansion Town Project. He reviewed the details of the project, which included increasing the size of the skate park and improving the area between the ball fields and the Recreation Center parking lot. He further stated this project is about improving the recreation area and providing better ADA access to these areas. He stated the Town is recommending positive points for the project and staff and Planning Commission are recommending approval. Mayor Owens asked if this project was contentious with the public or if any feedback was received and Kulick stated no comments were received. She also asked if we will allow the skate park to stay open during construction and Kulick stated yes.

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Haynes stated the maximum subsidy of the Quandary Peak Shuttle would be \$30,000 as clarified by the Assistant Director Hulsey.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

Mayor Owens stated the Town is hosting the reception for the CAST Conference at the Riverwalk Center at 5pm tomorrow, Thursday is all day and Friday begins at 8am. She further stated all of Council is welcome to attend tomorrow for the reception.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION

Council Member Beckerman stated the meeting was last night and they had a presentation from Merje about signage. He stated the “iBegin” technology could help with point-to-point navigation in the future. He thanked them for keeping the etiquette signage as part of the plan. He further stated there was a joint meeting with the County OSAC and they had a presentation with the Volpe Center about Camp Hale management and planning. He stated the Breckebeiner is scheduled for February 15-16 at Gold Run Nordic Center.

C. BRECKENRIDGE TOURISM OFFICE

Council Member Carleton stated the meeting reviewed details of the budget and they talked about upcoming planning sessions. He also stated they discussed the potential of AI use and how they expect it will be part of long-term planning. In addition, Council Member Carleton stated Tourism Day at the Capitol is coming up and the BTO will participate in that. He stated the website refresh is taking place now and Snow Sculptures were a big success.

D. BRECKENRIDGE HISTORY

No update.

E. BRECKENRIDGE CREATIVE ARTS

No update.

F. CML ADVISORY BOARD UPDATE

Council Member Saade stated there was a meeting last week and CML will be hosting a legislative workshop in February and will have a meet and greet with legislators.

G. SOCIAL EQUITY ADVISORY COMMISSION

Council Member Saade stated 6 applicants applied for 2 open seats on the Commission.

H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE

No update.

X) OTHER MATTERS

Council Member Rankin stated he was approached to consider two weeks for Snow Sculptures in the future again, especially if we need the tourism boost in the future. Council Member Carleton stated he has heard that request as well, and Town Manager Haynes stated staff will bring it back to the Events Committee.

Council Member Saade stated Council got an email from a high school student about sustainability and she appreciated the thoughtful response staff sent to this student.

Council Member Beckerman echoed that sentiment and thanked staff for thoughtful responses to communication from the community on a variety of issues.

Council Member Gerard stated he was pleased that the towns have decided to pass a flavored tobacco ban due in part to the students who came to speak about it at Council.

Council Member Carleton thanked all staff who worked on the Snow Sculptures event, and Mayor Owens thanked the BTO for their work on the event.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR JANUARY, FEBRUARY AND MARCH

XII) ADJOURNMENT

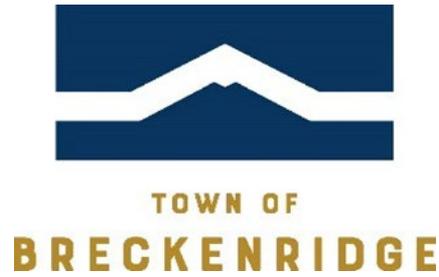
With no further business to discuss, the meeting adjourned at 7:25pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor

DRAFT



BLACK HISTORY MONTH PROCLAMATION

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT I, Mayor Kelly Owens, proudly declare the month of February 2025 as Black History Month. I ask the residents of Breckenridge to join me in recognizing and celebrating the great contributions made by Black Americans to our town, state, and nation and encourage fostering greater understanding of the rich history and heritage that has shaped our diverse community.

Adopted on this 11th day of February 2025

Mayor Kelly Owens

Attest:

Town Clerk



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: 02/03/2025 (for 02/11/2025)
Subject: Big Sky Employee Housing Unit Development Agreement (Second Reading)

Town Council Goals (Check all that apply)

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

Summary

Jennifer Wright, the buyer of the 2,098 sq. ft. Big Sky Condo Unit 2 located at 160 East Adams Avenue, has applied for a Development Agreement regarding converting the unit from commercial use to employee housing.

Background

This proposal was brought before Town Council on January 14th for a work session and January 28th for first reading where the Council was supportive of moving forward with the Development Agreement. There have been no changes since the January 28th meeting.

Public outreach/engagement

The proposed Development Agreement shall follow the required public notice process.

Financial Implications

Should the Development Agreement be approved, the Town would transfer 1.75 SFEs off the Ice Arena lot but gain a new employee housing unit in the downtown core.

Equity Lens

Staff has evaluated the project against the equity lens and finds the creation of new deed restricted employee housing, featuring a rent cap, is a significant opportunity for underrepresented individuals to reside in the core of Town in perpetuity, where there is currently very limited opportunity for all but the most affluent or well-connected community members to reside.

Staff Recommendation

Staff supports the proposed terms of the Development Agreement with the 110% AMI rental restriction, finding that the Town core is an ideal location for employee housing and that the terms of this agreement are the same as for the recently approved Copper Baron Development Agreement. Although staff does not want to set a precedent of transferring density into the Historic District, this project would not result in any new constructed floor area. There is also previous precedent set for this type of Development Agreement proposal with two other conversions at Adams Ridge.

Staff recommends the Town Council approve the second reading of an Ordinance establishing a Development Agreement with Peach Valley Properties LLC and Jennifer Wright for conversion of Big Sky Condominiums Unit 2 from commercial use to employee housing.

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

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND JENNIFER WRIGHT (“APPLICANT”).

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

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

A. Applicant is under contract to purchase a condominium unit located at 160 E Adams Ave., Big Sky Condominiums Unit 2, according to the Plat thereof recorded June 28, 2013 at Reception No. 1030335, Summit County, Colorado (“Property”).

B. Upon purchase of the Property, Applicant intends to submit a Development Permit application to the Town proposing to change the approved use of the Property from commercial office use to residential condominium use.

C. The Town’s Community Development Department has determined the proposed change of use would increase the density of the Property by 1.75 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town’s Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

D. Applicant has requested Town approval for exemptions from Breckenridge Town Code Section 9-1-19-3R regarding excess density and Section 9-1-17-12 regarding transfer of density into the Historic District. Applicant has requested that the Town thereafter transfer density to the Property.

E. The Town finds no new square footage is proposed to be constructed in the Historic District to accomplish the change of use.

F. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the authority to enter into a Development Agreement. Further, there is no process in the Town’s Development Code for approval of a transfer of density to the Historic District. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density from one lot or parcel within the Town to another lot or parcel within the Town may be approved by the Town Council only in connection with the approval of a Development Agreement and, therefore, a Development Agreement provides a means for such an approval and transfer.

G. As the commitment encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Applicant has proposed to record a Restrictive Covenant and Agreement on the Property restricting the unit for employee housing and prohibiting short term rental in the form and substance attached hereto as **Exhibit A**.

1 H. Applicant has provided written authorization from the owner of the Property to
2 make the application and enter into the proposed Development Agreement.

3 I. The Town has received a completed application and all required submittals for a
4 Development Agreement, had a preliminary discussion on the application and the term of this
5 proposed Development Agreement, and determined that it should commence proceedings for
6 the approval of this Development Agreement. In accordance with the procedures set forth in
7 Subsection 9-9-10:C of the Breckenridge Town Code, Town Council has approved this
8 Agreement by non-emergency ordinance.
9

10 **Section 2. Approval of Development Agreement.** The Development Agreement
11 between the Town and Applicant is attached to this Ordinance as **Exhibit 1**, Development
12 Agreement with attachments A- Restrictive Covenant and Agreement and B – Density Sunset
13 Covenant, is approved, and the Town Manager is authorized, empowered, and directed to
14 execute such agreement for and on behalf of the Town of Breckenridge.
15

16 **Section 3. Notice of Approval.** The Development Agreement shall contain a notice in
17 the form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
18 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be
19 published by the Town Clerk one time in a newspaper of general circulation in the Town within
20 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
21 Section 24-68-103, C.R.S.
22

23 **Section 4. Police Power Finding.** The Town Council finds, determines, and declares
24 that this ordinance is necessary and proper to provide for the safety, preserve the health,
25 promote the prosperity, and improve the order, comfort, and convenience of the Town of
26 Breckenridge and the inhabitants thereof.
27

28 **Section 5. Authority.** The Town Council finds, determines, and declares that it has the
29 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
30 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
31 Charter.
32

33 **Section 6. Effective Date.** This ordinance shall be published and become effective as
34 provided by Section 5.9 of the Breckenridge Town Charter.
35

36 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
37 PUBLISHED IN FULL this ___ day of January, 2025. A Public Hearing shall be held at the
38 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
39 ____, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
40 Town.
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TOWN OF BRECKENRIDGE

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM

Town Attorney

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

EXHIBIT 1

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of the ____ day of _____, 2025 among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “Town”) and JENNIFER WRIGHT (the “Applicant”).

Recitals

A. Applicant is under contract to purchase a condominium unit located at 160 E Adams Ave., Big Sky Condominiums Unit 2, according to the Plat thereof recorded June 28, 2013 at Reception No. 1030335, Summit County, Colorado (“Property”).

B. Applicant intends to submit a Development Permit application to the Town proposing to change the approved use of the Property from commercial office use to residential condominium use.

C. Applicant has provided written authorization from the owner of the Property to make the application and enter into this Development Agreement under the terms and conditions set forth herein.

D. The Town’s Community Development Department has determined the proposed change of use would increase the density of the Property by 1.75 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town’s Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

E. Applicant has requested Town approval for exemptions from Breckenridge Town Code Section 9-1-19-3R regarding excess density and Section 9-1-17-12 regarding transfer of density into the Historic District. Applicant has requested that the Town thereafter transfer density to the Property.

F. The Town finds no new square footage is proposed to be constructed in the Historic District to accomplish the change of use.

G. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the authority to enter into a Development Agreement. Further, there is no process in the Town’s Development Code for approval of a transfer of density to the Historic District. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density from one lot or parcel within the Town to another lot or parcel within the Town may be approved by the Town Council only in connection with the approval of a Development Agreement and, therefore, a Development Agreement provides a means for such an approval and transfer.

H. As the commitment encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Owner and Applicant has proposed recording a Restrictive Covenant and Agreement on the Property restricting the unit for employee housing and prohibiting short term rental in the form and substance attached hereto as **Exhibit A**.

I. The Town has received a completed application and all required submittals for a Development Agreement, had a preliminary discussion of the application and the term of this proposed Development Agreement, determined that it should commence proceedings for the approval of this Development Agreement. In accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, Town Council has approved this Agreement by non-emergency ordinance.

Agreement

1. Without requiring additional reviews by the Town's Planning Commission, Town Council has determined that the Applicant's Development Permit application for change of use of the property shall be exempt from negative points under Breckenridge Town Code, Section 9-1-19-3R, for the 1.75 SFEs of excess density.

2. Without requiring additional reviews from the Town's Planning Commission, Town Council has determined that Applicant's Development Permit application for change of use of the property shall be exempt from Breckenridge Town Code, Section 9-1-17-12, which prohibits transfer of density into the Historic District.

3. The Town shall waive the fees for the Applicant's Development Agreement application and Development Permit application.

4. The Town shall transfer 1.75 SFEs of density to the Property from property owned by the Town. The transfer of density shall be evidenced by the Written Covenant, **Exhibit B**, attached hereto and incorporated by reference.

5. Applicant acknowledges they have read and understands the terms of the Restrictive Covenant in the form of **Exhibit A**, and further agrees that after the passage of any time periods within which any referendums, appeals or other challenges to such approvals must be brought, without any such referendums, appeals or other challenges having been filed, commenced or asserted, and prior to the issuance of a Certificate of Occupancy for the proposed change of use, to record the Restrictive Covenant in the real property records of the Clerk and Recorder of Summit County, Colorado.

6. This Development Agreement creates vested rights for a period of eighteen (18) months, during which time the Applicant shall submit to the Town and receive Town approval of a Development Permit application for the proposed change of use. The vested rights shall expire eighteen (18) months from the date of Town Council approval of this Development Agreement, unless substantial construction pursuant to such Development Permit has been completed. Density shall be transferred to the Property by the Town after all of the following have occurred: a) the Applicant has closed on the Property; b) the Development Permit has been issued and fully executed, and c) the certificate of occupancy is ready to be issued.

7. Except for a development agreement to extend vested property rights pursuant to section 9-1-17-11 of this title and except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein, the execution of this Development Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to the Property (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering, electrical and mechanical codes, and the Town's Development Code, Subdivision Standards and other land use laws, as the same may be in effect from time to time throughout the term of this Development Agreement. Except to the extent the Town otherwise specifically agrees, any development of the Property which is the subject of this Development Agreement and the Development Permit shall be done in compliance with the then-current laws of the Town.

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

9. The Town shall not be responsible for and the applicant shall have no remedy against the Town if development of the real property which is the subject of the development agreement is prevented or delayed for reasons beyond the control of the Town.

10. Actual development of the real property which is the subject of this development agreement shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable town ordinances.

11. In connection with an application for a development permit to develop the real property that is the subject of this Development Agreement the application shall not receive an award of positive points under the Development Code for any commitment offered to the Town by the applicant pursuant to Section 9-9-4, or any other obligation or requirement of the applicant under the Development Agreement.

12. This Development Agreement shall be binding upon and inure to the benefit of Town, Applicant, and their successors and assigns; provided, however, if the Applicant does not close on the Property within eighteen (18) months, this Development Agreement will become null and void, the vested rights will terminate, and neither party will have any remaining obligations related thereto.

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

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

15. Applicant with respect to its interests or benefits provided for in this Development Agreement agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind

whatsoever, which arise out of or are in any manner connected with such benefits under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or wrongful intentional act or omission of Applicant; any subcontractor of Applicant, or any officer, employee, representative, or agent of Applicant or of any subcontractor of Applicant, or which arise out of any worker's compensation claim of any employee of Applicant, or of any employee of any subcontractor of Applicant; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Applicant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Applicant. Applicant also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

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

17. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town, Owner, and Applicant; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Owner or Applicant or the acceptance of any improvements.

18. Except as otherwise set forth in this Agreement, this Development Agreement shall run with title to the land and be binding on the Applicant, heirs, successors, and assigns and shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

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

20. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. Applicant expressly waives their right to bring such action in or to remove such action to any other court, whether state or federal.

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

If To The Town:

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

With A Copy (which shall not constitute notice to the Town) to:

Keely Ambrose, Town Attorney

If To The Applicant:

Jennifer Wright
PO Box 8842
Breckenridge, CO 80424

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

22. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior agreement or understanding relating to such subject matter.

23. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

Attest:

Town Clerk

By: _____
Shannon Haynes, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2024
by Shannon Haynes as Town Manager and _____, of the Town of
Breckenridge.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Jennifer Wright

By:

Applicant

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2025
by Jennifer Wright.

Witness my hand and official seal.
My commission expires:_____

Notary Public

EXHIBIT A

**RESTRICTIVE COVENANT AND AGREEMENT
(Employee Housing- Development Agreement)**

THIS RESTRICTIVE COVENANT AND AGREEMENT (“**Restrictive Covenant**”) is dated _____, 2025 and is between JENNIFER WRIGHT (“**Owner**”) and TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”). Town and Owner are sometimes collectively referred to in this Restrictive Covenant as the “**Parties**,” and individually as a “**Party**.”

Recitals

A. The Owner owns the real property described in Section 1 of this Restrictive Covenant.

B. Owner intends to convert existing office space into employee housing.

C. The Owner, and the Town entered into that Development Agreement dated _____ and recorded _____ at Reception No. _____ of the real property records of the Clerk and Recorder of Summit County, Colorado (“**Development Agreement**”).

D. It is a condition of the Development Agreement that the Owner create a valid and enforceable covenant running with the land assuring that the real property described in Section 1 shall be used solely by a “Qualified Occupant” as defined in this Restrictive Covenant.

E. The Owner declares and covenant that the regulatory and restrictive covenants contained in this Restrictive Covenant are covenants running with the land and are binding upon the Owner and all subsequent owners of the real property described in Section 1 unless this Restrictive Covenant is released and terminated by the Town.

NOW, THEREFORE, in consideration of the issuance of the Development Permit, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Owner, the Owner and the Town agree as follows:

1. Property Subject to Covenant. This Restrictive Covenant applies to the following real property located in Summit County, Colorado:

Big Sky Condominiums Unit 2

Town of Breckenridge, County of Summit, State of Colorado

also known as: 160 E Adams Avenue, Breckenridge, CO 80424.

2. Definitions. As used in this Restrictive Covenant:

EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

“**AMI**” means the Summit County Area Median Income as published by the Summit Combined Housing Authority or another index acceptable to the Town.

“**Person**” means a natural person, and excludes any type of entity.

“**Principal Place of Residence**” means the home or place in which one’s habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person’s Principal Place of Residence, the criteria set forth in § 31-10-201(3), C.R.S., or any successor statute, shall apply.

“**Qualified Occupant**” means a person 18 years of age or older who, during the entire period of his or her occupancy of the Unit, earns his or her living by working in Summit County, Colorado for a business located in and serving the County at least 30 hours per week, together with such person’s spouse and minor children, if any.

“**Short Term Rental**” means any rental, lease, or occupancy of a Unit for a term of less than three (3) consecutive months.

“**Unit**” means the unit described in Paragraph 1 of this Restrictive Covenant.

“**Utilities**” means the following utilities and services, to the extent such utilities or services are paid or provided for by Owner for the Units: electric, gas, water, sewer, trash, & snow removal.

3. Occupancy Restriction. Except as provided in Section 4, the Unit shall at all times be occupied by Qualified Occupant (s) as their Principal Place of Residence. Owner is prohibited from using the unit as a short term rental.

4. Exceptions. Notwithstanding Section 3, it is not a violation of this Restrictive Covenant if the Unit is occupied or used as the Principal Place of Residence by:

- A. A person who is partially or fully retired as described in the Town’s Administrative Rules and Regulations (see Section 18, below); or
- B. A person otherwise authorized to occupy a Unit pursuant to this Restrictive Covenant who becomes disabled after commencing lawful occupancy of a Unit such that he or she cannot work the required number of hours each week required by this Restrictive Covenant; provided, however, that such person is permitted to occupy a Unit only for a maximum period of one year following the commencement of such person’s disability unless a longer period of occupancy is authorized by Town.

5. Rent or Lease of the Unit. Owner may rent or lease the Unit provided that: (i) the Unit is rented or leased only to a Qualified Occupant(s); (ii) Owner may not permit or consent to any

sublease of all or any portion of the Unit; (iii) the Unit may not be rented or leased for a term of less than 3 months (no short term rental) and (iv) the maximum monthly rent for the Unit (including Utilities) may not exceed 110% AMI. All leases or rentals of the Unit not in compliance with the requirements of this Section 5 are void, and a violation of this Restrictive Covenant.

6. Annual Verification; Other Information.

- A. Owner shall submit to Town upon request any information, documents, or certificate regarding the occupancy and use of the Unit that Town reasonably deems to be necessary to confirm Owner's compliance with the provisions of this Restrictive Covenant.
- B. At the time of purchase, any prospective or new Owner shall execute a Memorandum of Understanding indicating that he or she has read this Covenant in its entirety and agrees to abide by the terms set forth herein.

7. Inspection of the Unit. Owner agrees that Town may enter the Unit to determine compliance with this Restrictive Covenant without an inspection warrant or other legal authorization, subject to the following requirements: (i) entry may be made by Town only between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday; and (ii) Town shall provide Owner and the occupant of the Unit with not less than 24 hours' prior written notice before entering a Unit. If Town complies with these requirements the Owner shall permit Town's entry into each Unit. Town's rights under this Section 7 may also be exercised by Town's authorized agent. If Owner fails or refuses to comply with the requirements of this Section 7 Town shall have the right to obtain access to the Unit in the manner provided by law.

8. Payment of Taxes and Prior Encumbrances. During the term of this Restrictive Covenant Owner shall pay, prior to delinquency, all taxes and assessments levied against each of the Unit, and all amounts due or to become due on account of principal and interest on any prior encumbrance against each of the Unit.

9. Default; Notice. If Owner fails to comply with this Restrictive Covenant, Town may inform Owner by written notice of such failure and provide Owner a period of time to correct such failure. If the failure is not corrected to the satisfaction of Town within the specified time, which shall be at least 30 days after Town mails written notice to Owner, or within such further time as Town determines is necessary to correct the violation (but not to exceed any limitation set by applicable law), Town may without further notice declare a default under this Restrictive Covenant effective on the date of such declaration of default. Town may then proceed to enforce this Restrictive Covenant.

10. Equitable Relief. Town may specifically enforce this Restrictive Covenant. Town may obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction, and permanent injunction to obtain specific performance. Any equitable relief provided for in this Section 10 may be sought singly or in combination with such legal remedies

as Town may be entitled to, any pursuant to the provisions of this Restrictive Covenant or under the laws of the State of Colorado.

11. Town Authority To Enforce. The restrictions, covenants, and limitations created by this Restrictive Covenant are only for the benefit of Town, and only Town may enforce this Restrictive Covenant. Provided, however, Town may assign its rights to Town of Breckenridge Housing Authority without prior notice to Owner.

12. Waiver; Termination; Modification of Covenant. The restrictions, covenants, and limitations of this Restrictive Covenant may be waived, terminated, or modified only with the written consent of Town and the then-current owner of the Unit as of the date of such waiver, termination, or modification. No waiver, modification, or termination shall be effective until the proper instrument is executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. Town may also terminate this instrument by recording a release in recordable form without the signature of the then-current owner of each of the Units.

13. Statute of Limitations. Owner hereby waives the benefit of and agrees not to assert in any action brought by Town to enforce this Restrictive Covenant any applicable statute of limitation, including, but not limited to, the provisions of §38-41-119, C.R.S. If any statute of limitation may be lawfully asserted by Owner in connection with an action brought by Town to enforce this Restrictive Covenant, each and every day during which any violation of this Restrictive Covenant occurs shall be deemed to be a separate breach of this Restrictive Covenant for the purposes of determining the commencement of the applicable statute of limitations period.

14. Attorney's Fees. If any action is brought in a court of law by any Party concerning the enforcement, interpretation, or construction of this Restrictive Covenant, the prevailing Party, any at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as costs, including expert witness fees, incurred in the prosecution or defense of such action.

15. Notices. All notices provided for or required under this Restrictive Covenant must be in writing, signed by the Party giving the notice, and shall be deemed properly given when actually received or two (2) days after having been mailed, postage prepaid, certified, return receipt requested, addressed to the other Party at such Party's addresses appearing on the signature pages. Each Party, by written notice to the other Party, may specify any other address for the receipt of such instruments or communications. A notice to any owner of a Unit subsequent to Owner may be sent to the address to which tax notices are sent according to the records of the Summit County Treasurer.

16. Recording; Covenant Running With the Land. The Restrictive Covenant is to be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, and shall run with the land and shall be binding upon Owner and Owner and all subsequent owners of the real property described in Section 1 until this Restrictive Covenant is lawfully terminated in the manner provided in this Restrictive Covenant.

17. Town's Administrative Rules and Regulations. This Restrictive Covenant shall be interpreted in accordance with, and Owner and Owner shall comply with, the Town of Breckenridge Division of Housing Administrative Rules and Regulations in effect from time to time throughout the term of this Restrictive Covenant; provided, however, that in the event of a conflict between the restrictions, terms and conditions of this Restrictive Covenant and the Administrative Rules and Regulations, this Restrictive Covenant shall control.

18. Owner To Give Town Notice Of Default Under Other Encumbrance: Owner shall: (i) immediately notify the Town in writing of the receipt of any notice claiming a default under any mortgage, deed of trust, or other lien or encumbrance against the Unit, or a default under any debt or other obligation secured by a mortgage, deed of trust, or other lien or encumbrance against the Unit; and (ii) promptly forward to the Town a copy of any written notice of such default or foreclosure notice received by the Owner.

19. Miscellaneous.

A. Applicable Law. This Restrictive Covenant shall be interpreted in accordance with the laws of the State of Colorado regardless of any law that might require to be interpreted under the laws of any other state.

B. Vesting and Term. Town's rights under this Restrictive Covenant vest upon the execution and recordation of this Restrictive Covenant. This Restrictive Covenant shall remain in full force and effect in perpetuity unless terminated in accordance with Section 12. Provided, however, if any of the terms, covenants, conditions, restrictions, uses, limitations, or obligations created by this Restrictive Covenant are held to be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rule imposing like or similar time limits, then such provision shall continue only for the period of the lives of the duly elected and seated members of the Breckenridge Town Council in office on the date of the execution of this Restrictive Covenant, their now living descendants, if any, and the survivor of them, plus 21 years.

C. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Restrictive Covenant.

D. Terminology. This Restrictive Covenant applies to all genders. Unless the context clearly requires otherwise, the singular includes the plural, and the plural includes the singular.

E. Severability. If any provision of this Restrictive Covenant is finally determined to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Restrictive Covenant to fulfill as closely as possible the original intents and purposes of this Restrictive Covenant.

F. Construction. The rule of strict construction does not apply to this Restrictive Covenant. This Restrictive Covenant is to be given a reasonable construction so that the intention of the Parties as expressed in this Restrictive Covenant is carried out.

G. Entire Agreement. This Restrictive Covenant constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Restrictive Covenant, and supersedes any prior agreement or understanding relating thereto.

H. Binding Effect. This Restrictive Covenant is binding upon, and inures to the benefit of, the Parties and their respective heirs, successors, assigns, legal representatives, and personal representatives, and to all subsequent owners of the Unit, or any interest therein.

[SIGNATURE PAGES FOLLOW]

This Restrictive Covenant and Agreement is executed by:

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

Town's Address:

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

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Shannon B. Haynes, Town Manager of Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

1 **EXHIBIT B**

2
3 **DENSITY SUNSET COVENANT**

4
5 This Covenant (“Covenant”) is made _____, 2025 by the TOWN OF
6 BRECKENRIDGE, a Colorado municipal corporation (“Town”).
7

8 1. Town owns the following described real property situate in the Town of
9 Breckenridge, Summit County, Colorado:

10
11 **Block 2, Rodeo Grounds Subdivision (AKA Rodeo Grounds Future Development)**
12 **(commonly known as the Town’s “Stephen C. West Ice Arena”) (hereinafter referred**
13 **to as “Town’s Property”).**
14

15 2. Pursuant to Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of
16 density from one lot or parcel within the Town to another lot or parcel within the Town may be
17 approved by the Town Council only in connection with the approval of a Development Agreement.
18

19 3. Based on the terms and conditions in the Development Agreement dated
20 _____, the use of the Property necessitates a transfer of 1.75 single family equivalents
21 (“SFEs”) of density from the Town’s “Stephen C. West Ice Arena” property to the Property located
22 in the Historic District and described in the Development Agreement as the condominium unit
23 located at 160 E Adams Ave., Big Sky Condominiums Unit 2, according to the Plat thereof
24 recorded June 28, 2013 at Reception No. 1030335, Summit County, Colorado.
25

26 4. The 1.75 of single family equivalents of density previously allocated to Town’s
27 Property are forever extinguished. Following the execution of this Covenant, there will be 68.45
28 SFEs of density remaining on the Town’s Property, of which 44.73 SFEs are assigned to the
29 existing Stephen C. West Ice Arena building.
30

31 4. Following the execution of this Covenant, there will be 0 SFEs of density remaining
32 on Big Sky Condominiums.
33

34 5. This Covenant shall be placed on record in the real property records of Summit
35 County, Colorado, and the covenants contained herein shall run with the land and shall bind the
36 Town and all subsequent owners of Town’s Property, or any interest therein.
37

38 6. Town’s Acknowledgment of Covenant Validity. Town agrees that any and all
39 requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this
40 Covenant to constitute a restrictive covenant running with the land shall be deemed to be satisfied
41 in full, and that any requirements of privity of estate are intended to be satisfied, or, in the

42 alternative, that an equitable servitude has been created to insure that the covenant herein contained
43 shall run with the land. This covenant shall survive and be effective as to successors and/or assigns
44 of all or any portion of Town's Property, regardless of whether such contract, deed or other
45 instrument hereafter executed conveying Town's Property or portion thereof provides that such
46 conveyance is subject to this Covenant.

47
48 7. Owner Acknowledgment of Use Restriction. The Owner of the receiving parcel
49 acknowledges that the density which has been transferred may be used on the receiving parcel
50 only in accordance with a separate development permit obtained in accordance with the
51 requirements of Chapter 1 of the Breckenridge Development Code.

52
53 9. The execution and recording of this Covenant was authorized by Town of
54 Breckenridge Ordinance No. ____, Series 2025, adopted _____, 2025.

55
56
57 TOWN OF BRECKENRIDGE, a Colorado
58 municipal corporation

59
60
61
62
63 By: _____
64
65 Shannon Haynes, Town Manager

66
67 ATTEST:
68
69
70
71 _____
72 Helen Cospolich CMC,
73 Town Clerk

74
75
76 STATE OF COLORADO)
77) ss.
78 COUNTY OF SUMMIT)

79
80 The foregoing instrument was acknowledged before me this ____ day of
81 _____, 2025, by Shannon Haynes, Town Manager of the Town of
82 Breckenridge, a Colorado municipal corporation.



Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: 02/03/2025 (for 02/11/2025)
Subject: Lighting Code Modifications (Second Reading)

Town Council Goals (Check all that apply)

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

Summary

The primary code changes include an adjustment to the enforcement and penalties section from a court summons to an escalating fine structure, removal of the lighting section in the ridgeline and hillside development policy, and the addition of an exemption for building code required emergency lighting. Although not reflective in the code amendments, per the Town Council discussion on January 14, staff will not implement enforcement of the proposed fine structure until January 2, 2026 to allow for a 6-month grace period.

Background

These code changes were brought before the Town Council for a work session at the January 14th meeting and for first reading at the January 28th meeting. Council supported moving forward with the changes and the addition of a 6-month grace period, with additional outreach to the community.

Since first reading there has been one proposed change to the definition for 'retrofit fixtures' which would allow the Community Development Department to approve retrofit solutions that are not permanent. These changes are to allow for opaque shields which insert into a fixture to cover the light bulb. Staff has received approval from DarkSky International for this retrofit solution which we believe will be a great option for many property owners looking to retrofit their fixtures because they are easy to install and provide a low cost retrofit solution.



Staff Recommendation

Staff recommends the Town Council approve the Exterior Lighting Code modifications at second reading.

4
5 **A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE**
6 **PERTAINING TO DEVELOPMENT, EXTERIOR LIGHTING, AND SIGNS ON PRIVATE**
7 **PROPERTY.**

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

11
12 **Section 1.** That subsection of section 9-1-19-8A entitled "Ridgeline and Hillside
13 Development" be amended by deleting the language stricken to read as follows:

14 ~~H. Exterior Lighting: The visibility of exterior lighting on sloped lots and structures on~~
15 ~~ridges shall be limited to lighting for safety and security. All exterior lighting shall be designed to~~
16 ~~minimize off-site visibility and glare. Exterior lighting shall incorporate the lowest wattage~~
17 ~~possible to achieve the purpose of safety and security. Only full cutoff light fixtures are~~
18 ~~permitted. Exterior light fixtures attached to a building for the purpose of site lighting shall not~~
19 ~~exceed 15 feet from finished grade or 7 feet from the finished floor of an upper story deck.~~
20 ~~Freestanding lamps shall not exceed 7 feet in height from finished grade. The use of motion~~
21 ~~detectors or timers on exterior lighting is strongly encouraged. No floodlights are permitted. All~~
22 ~~exterior lighting shall be oriented so that the light projection falls within the platted building~~
23 ~~envelope (where one exists), unless for the purpose of entry and/or driveway lighting. A single~~
24 ~~full cutoff light fixture may be used on an address monument. Low pressure sodium lighting is~~
25 ~~preferred. Should alternative lighting sources be utilized, bulbs shall be limited to forty watts (40~~
26 ~~W). Light fixtures in or attached to trees are prohibited.~~

27
28 **Section 2.** That section 9-12-7 of the Town of Breckenridge Exterior Lighting Code
29 be amended by deleting the language stricken and adding the language underlined to read as
30 follows:

31 DECORATIVE LIGHTING: Decorative string lighting, consisting of bulbs no larger than
32 three inches when measured from the base to the tip of the bulb, that outlines a building or
33 structure following the trim line on an eave, window or railing; or decorative string lighting in
34 trees; or decorative string lighting between commercial or mixed use buildings or to a post or

1 structure forming a canopy over a walkway. ~~Decorative lighting does not fill in building features~~
2 ~~such as walls and roofs.~~

3 EMERGENCY LIGHTING: Lighting used by a police department, fire department, or
4 other governmental entity for the purpose of public safety; or lighting required by the building
5 code for means of emergency egress illumination in the event of a power supply failure. No part
6 of this definition is intended to allow lighting not required by building code or used by
7 governmental entities to qualify as emergency lighting.

8 MOTION SENSOR: A mechanism for controlling illumination by turning lights on when
9 activated by motion and remaining on during activity for a maximum of ~~thirty (30)~~ five (5)
10 minutes following the last detection of motion.

11 NITS: A unit of measurement used to quantify the intensity of light reflected from a given
12 surface. One nit is equal to one candela per square meter.

13 OPAQUE LIGHT FIXTURE: An outdoor light fixture with walls that house the light source
14 that are comprised of a solid material, unable to be permeated by light. Glass is not considered
15 opaque; however, glass on a fixture is acceptable if the glass is flat, horizontal, and does not
16 allow any light to be emitted above the horizontal plane or if the glass portion of the fixture is
17 located below the lowest point of the bulb, is not mirrored, and does not allow any light to be
18 emitted above the horizontal plane.

19 RETROFIT FIXTURE: ~~An existing legal nonconforming fixture as described in section 9-~~
20 ~~12-6B of this chapter~~ that has a permanent opaque lining applied to it which extends to the
21 lowest portion of the bulb or lower, or other ~~permanent~~ modification to the fixture approved by
22 the director that brings such fixture ~~and light source~~ into compliance with the requirements of
23 this section. Paint shall not be considered a permanent opaque lining nor approved
24 modification.

25 SEMI-OPAQUE LIGHT FIXTURE: An outdoor light fixture with walls that are comprised
26 of a nonopaque material such as frosted, colored glass, or a material such as mica which allows
27 for some light trespass to be emitted through the walls of the fixture, referred to as a "glow," but
28 such that the light source is not visible through the walls. ~~Within semi-opaque fixtures the bulb~~
29 ~~must be recessed so that no portion of the bulb would be visible if the nonopaque material was~~
30 ~~removed.~~ Semi-opaque is sometimes called "translucent." Clear glass is not considered semi-
31 opaque.
32

1 **Section 3.** That subsection of 9-12-8 entitled "Exemptions" be amended by deleting
2 the language stricken and adding the language underlined to read as follows:

3 A. Emergency Lighting:

4 1. Temporary lighting required for public safety in the reasonable determination
5 of public safety officials with authority, or

6 2. Permanently installed, battery powered lighting located at an emergency
7 egress for a building. This lighting shall be lit temporarily in the instance of a power
8 outage.

9 B. Decorative Lighting: All decorative lighting shall:

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

12 2. Be allowed in trees.

13 3. Be allowed over walkways between commercial and mixed use buildings.

14 24. Be limited to two (2) of the following features on a building:

15 a. The building roof eave line;

16 b. The building window and door trim;

17 c. Building columns; or

18 d. Railings.

19 35. Not protrude from the upper wall plane or the roof of a structure or fill in such
20 features on entirely cover a wall or roof of a structure. Lighting on a building shall be in a
21 singular strand along the eaves, window trim or railings.

22 46. Consist only of LED bulbs.

23 57. Not exceed 3 inches in size when measured from base of the bulb to the tip
24 of the bulb.

25 68. Not blink or rotate move, nor create a hazard or nuisance from glare.

26 Decorative lighting shall be maintained in good working condition at all times.

27 79. Commercial uses in Lighting Zone 1 has a curfew of two o'clock (2:00) A.M.

28 All other decorative lighting has a curfew of eleven o'clock (11:00) P.M.

29 G . Architectural Accent Lighting: Fixtures must be fully shielded and their light must be
30 downcast. Lamp color shall be a warm white color, with a CCT that does not exceed three
31 thousand kelvins (3,000 K). Lighting to accent an architectural element must be aimed or
32 shielded to prevent lighting of the night sky, with a maximum of one (1) lighted architectural
33 accent feature, lighted by a maximum of one (1) fixture or LED lighting strip per feature property
34 of not more than nine hundred (900) emitted lumens per property. Uplighting is permitted if the

1 illumination is effectively contained within an overhanging architectural element and is a
2 maximum of one (1) fixture per feature of not more than eight hundred (800) emitted lumens.
3 Light fixtures in or attached to trees are not permitted as architectural accent lighting.
4

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

8 The following are prohibited within the town:

- 9 A. An unshielded fixture or lamp for outdoor lighting except as exempted in other
10 sections of this chapter;
- 11 B. A searchlight;
- 12 C. A laser light;
- 13 D. A semiopaque or transparent backlit canopy or awning; ~~and~~
- 14 E. Any lighting that does not comply with the requirements of this chapter; and
- 15 F. Light fixtures in or attached to trees except as exempted in other sections of this
16 chapter.

17
18 **Section 5.** That subsection of section 9-12-11 entitled "Lighting Standards" be
19 amended by deleting the language stricken and adding the language underlined to read as
20 follows:

21 A.

22 1. Fully Shielded: Only fully shielded, downcast, opaque fixtures are permitted
23 except as exempted in other sections of this chapter.

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

- 30 a. Be used only with "warm" color LED bulbs that do not exceed a
31 ~~temperature~~ CCT of two thousand eight hundred kelvins (2,800 K);
- 32 b. Be fully shielded and downcast;
- 33 c. For commercial uses all bistro lighting shall not be highly visible from
34 the right-of-way when located on a rooftop (e.g., rooftop deck screened on a

1 minimum of two (2) sides by wall, adjacent buildings, etc.), and must be set back
2 a minimum of 5 feet from the rooftop edge.

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

4 1. Fixtures: Semi-opaque fixtures are allowed in LZ-1 and are not required to be
5 fully shielded or downcast ~~provided they are fully shielded and downcast.~~

6
7 **Section 6.** That subsection of section 9-12-12 entitled "Lighting Standards for
8 Specific Uses" be amended by deleting the language stricken and adding the language
9 underlined to read as follows:

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

21
22 **Section 7.** That subsection of section 9-12-13 entitled "Lighting Standards for
23 Specific Types" be amended by deleting the language stricken and adding the language
24 underlined to read as follows:

25 A. Standards for Specific Types:

26 1. Security Lighting: Security lighting shall use the lowest possible illumination to
27 effectively allow surveillance, be fully shielded, and directed downward toward
28 designated areas. The use of motion sensors, timers, photocells or other means to
29 activate lighting during times when it is needed is encouraged to conserve energy,
30 provide safety, and promote compatibility between different land uses. However,
31 photocells are permitted only at primary entrances to a building and where the light
32 source is fully shielded. Security lighting illuminance levels shall be a maximum of ten
33 (10) foot-candles.

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

Section 8. That section 9-12-15 of the Town of Breckenridge Exterior Lighting Code be amended by deleting the language stricken and adding the language underlined to read as follows:

9-12-15: VIOLATIONS; PENALTIES; ENFORCEMENT:

~~A. It shall be unlawful and a misdemeanor offense for any person to fail to comply with the requirements of this chapter. Every person convicted of a violation of any provision of this chapter shall be punished as provided in title 1, chapter 4 of this Code.~~

~~B. In addition to other remedies available to the town, the town may commence an action pursuant to section 1-8-10 of this Code to enjoin the alleged violation of any provision of this chapter, or to compel compliance with any provision of this chapter. Any remedies provided for in this chapter shall be cumulative and not exclusive, and shall be in addition to any other remedies provided by law. (Ord. 21, Series 2007; amd. Ord. 5, Series 2024. Formerly 9-12-14)~~

A. General: It is an infraction as defined in section 1-3-2 of this Code for any person to violate any of the provisions of this chapter. Each such person shall be liable for a separate offense for each and every day during which any violation of any of the provisions of this chapter is committed, continued, or permitted, and shall be punished accordingly.

B. Fine Schedule: Any person found to have violated any provision of this chapter, or against whom a default judgment has been entered for any violation of this chapter shall be punished by a fine as follows:

| <u>Offense No.</u> | <u>Fine Amount</u> |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <u>First offense</u> | <u>\$250.00</u> |
| <u>Second offense</u> | <u>\$500.00</u> |
| <u>Third offense and each subsequent offense</u> | <u>As determined by the Municipal Judge subject to the limits in section 1-4-1-1 of this Code</u> |

1 C. When Penalty Assessment Procedure May Be Used; When Mandatory Court
2 Appearance Required: A defendant's first two (2) alleged violations of this chapter may be
3 written as penalty assessments. A defendant's third and each subsequent alleged violation of
4 this chapter shall require a mandatory court appearance.

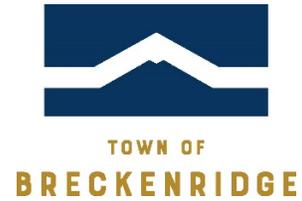
5 D. Injunctive Relief: In addition to other remedies available to the town, the town may
6 commence an action pursuant to section 1-8-10 of this Code or other applicable law to enjoin
7 the alleged violation of any provision of this chapter, or to authorize and compel the removal,
8 termination, or abatement of such violation.

9 E. Additional Remedies: Any remedies provided for in this chapter shall be cumulative
10 and not exclusive, and shall be in addition to any other remedies provided by law.

11
12
13 **Section 9.** That subsection of section 9-15-18 entitled "Sign Design Standards –
14 Generally" be amended by deleting the language stricken and adding the language underlined
15 to read as follows:

16 C. Lighting Standards: All sign lighting shall comply with signage illumination
17 requirements listed in section ~~9-12-12~~ 9-12-13 of this title and the lighting zone limitations listed
18 in section 9-12-11 of this title.

19
20 **Section 10.** This ordinance shall be published and become effective as provided by
21 Section 5.9 of the Breckenridge Town Charter.



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: February 5, 2025
Subject: Planning Commission Decisions of the February 4, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, February 4, 2025:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

1. Oaxacan Bites Large Vendor Cart Renewal, 327 N. Main Street, PL-2024-0511

A proposal to renew the development permit for the Oaxacan Bites Large Vendor Cart. There are no changes proposed to the existing cart or the site plan with this application. *Approved, see second memo.*

CLASS C APPLICATIONS:

1. Rankin Residence, 119 N. Pine Street, PL-2025-0005

A proposal to demolish an existing single-family residence and construct a new 4,466 sq. ft. single-family residence. The new residence will have four (4) bedrooms, 5 and a half (5.5) bathrooms, and a three (3) car garage. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: February 5, 2025 for meeting of February 11, 2025
Subject: Oaxacan Bites – Large Vendor Cart Renewal, 327 N. Main St; PL-2024-0511 Planning Commission Approval Summary

A Combined Hearing for the Oaxacan Bites Large Vendor Cart Renewal, located at 327 North Main Street, was held by the Planning Commission on February 4, 2025. The application proposes to renew the operation of an 84 sq. ft. large vendor cart. The vendor cart has operated at 327 S. Main St. since 2013 under several different owners.

The Commission found the proposal complied with all Priority Design Standards and Absolute Policies and assigned a total cumulative score of zero (0) points under the Relative Policies. The three-year Development Permit (the maximum permitted under the Code) was approved by a 7-0 vote of the Commission.

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

[Link to the Planning Commission Packet](#)



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the January 21, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the February 4, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

Mr. Leas: Do we as a town have a plan should something catastrophic happen, fire wise, in Breckenridge to ease the regulations and permitting to rebuild. Has that been discussed as a contingency plan?

Mr. Truckey: We haven't had that particular discussion but we have allowed homes to be rebuilt if they've been destroyed. We did recently revise the code so that Planning Commission no longer has to give an okay if something like that happens to make it a smoother staff level process.

CONSENT CALENDAR:

1. Rankin Residence (AB), 119 N. Pine Street, PL-2025-0005

Commissioner Comments:

Mr. Guerra: I have one comment on the points, seeing the negative points being for setbacks that are offset by positive points from EV chargers. I know this has been a discussion point recently, and nothing against the applicant, but I think that is something we should revisit in how many positive points are awarded for EV chargers.

Ms. Gort: I agree, it used to be a much bigger thing but technology has moved on.

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

COMBINED HEARINGS:

1. Oaxacan Bites Vendor Cart Renewal (EM), 327 N. Main Street, PL-2024-0511

Ms. Muncy presented a proposal to renew the development permit for the Oaxacan Bites Large Vendor Cart at 327 N. Main Street. There are no changes proposed to the existing Large Vendor Cart or the site plan with this application.

Commissioner Questions / Comments:

Mr. Giller: Do all parking spaces have to be paved or just the required one? (Ms. Muncy: Just the required parking. The unpaved spaces behind the cart are not official spaces. (Mr. Kulick: The unpaved space is not a legal parking space.) Mr. Giller: A friendly comment to clarify that language in the Findings and Conditions.

Mr. Giller made a motion to approve the Oaxacan Bites Large Vendor Cart Renewal, adding a small clarification to paving parking, seconded by Ms. Propper. The motion passed 7 to 0.

Mr. Smith: Where do other restaurants provide their parking? (Ms. Muncy: They provide parking on site or via a fee in lieu. Mr. Kulick: All residential parking has to be achieved on site. For commercial, within the Parking District, if you're not able to accommodate it on site you can pay a fee in lieu that goes into a capital improvement fund for building new parking spaces.

PRELIMINARY HEARINGS:

1. BGV Parcel 7 Entrada Employee Housing (AB), 11030 State Hwy 9, PL-2024-0500

Ms. Brackett presented a proposal to construct 40 deed-restricted, one-bedroom, workforce housing units in one building at the northeast corner of State Hwy 9 and Huron Rd. Access for the building will be off Hwy 9. The following specific questions were asked of the Commission:

1. Does the Commission agree that the proposed overall design is architecturally compatible with the Code and the Annexation and Development Agreements?
2. Does the Commission agree that the proposed north facade reads as two-and-a-half to three (2.5-3) stories and that the proposed south facade reads as two (2) stories, as allowed in the Annexation Agreement?
3. Does the Commission agree that the proposed buffering (fencing and landscaping) is sufficient, considering the allowances for reduced buffering in the Annexation Agreement?
4. Does the Commission agree with the staff recommended preliminary point analysis?
5. Does the Commission have additional comments?

Commissioner Questions / Comments:

Mr. Leas: The purpose of the Entrada project is to supply employee housing for the Peak 8 development. I'm unclear as to what the policy requires for the duration of the obligation.

Mr. Kulick: The obligation requires that the deed restriction is provided in perpetuity, which is listed in the annexation agreement.

Mr. Leas: The 40 proposed units provided exceeds the amount required by the Imperial Hotel for employee generation, what will be done with those surplus units?

Mr. Kulick: Breckenridge Grand Vacations (BGV) needs to design a building that would provide enough units to offset the Parcel 4 development and so the design was created to be slightly larger than required to ensure the need was met. The Council took the excess units into account with the development and annexation agreements, and BGV will not be allowed to bank those units towards employee generation from future developments.

Mr. Leas: Are the extra units available for BGV to use for employees at Imperial without deed restriction?

Mr. Kulick: Anything that's on the site has to be deed restricted housing. As part of the development agreement some density was transferred here and it was agreed that the units can't be market rate and can't be banked towards a future project.

Mr. Truckey: For clarification, the units do not need to be rented out to the Imperial Hotel employees, BGV is merely required to provide at least that many units and they could be rented to or occupied by anyone gainfully employed at least 30 hours a week in the Town of Breckenridge.

Mr. Leas: The annexation agreement contains language that would allow the owners to apply to the Town for permission to condominiumize some or all of the units in the future but there's no language in the document detailing how that would work while remaining in compliance with Policy 24.

Mr. Kulick: The entire building will be deed restricted and dedicated as workforce housing. Whether or not it's condominiumized, the entirety of the building will be deed

- restricted and must meet the terms of the deed restriction. The applicant could better speak to the options they are considering.
- Mr. Leas: You partially answered my question, the deed restriction defines an AMI cap with an increase over time but does not mention condominiums and how they would be priced. This leaves a lot of loose ends for things like how HOA fees would play into rent and how this will be addressed.
- Mr. Kulick: Someone buying a deed restricted unit would have an understanding of the requirements of the deed restriction and rental cap. The AMI cap will make a difference in how much someone will be able to rent it for, which will affect the possible sale price.
- Mr. Leas: When someone purchases a condo, the ownership transfers and it's no longer being managed by BGV or whoever the successor is. How do you price the condo and how do you figure in the HOA fee with the deed restriction rules if for example half the building is condominiumized and half the building is rented? Will we have them come back to figure out the price if they condominiumize them, there's nothing in the agreement that defines that.
- Mr. Truckey: There's no need to have it defined because the deed restriction survives in all cases and the terms of the deed restriction must be met. The rent that's identified includes all utilities which would cover most of the things typically included in HOA dues.
- Mr. Kulick: The deal was negotiated over the course of three meetings to determine an acceptable agreement between the applicant and the Town. This is not unlike what we've done recently with several similar development agreements where the deed restriction has a rental cap without having a maximum resale cap. It allows people more flexibility while still driving down the maximum resale price.
- Mr. Giller: Under the Architectural Compatibility section there may be a typo, the section mentions metal roofing as the primary material and asphalt shingle as the secondary material, but based on the drawings the metal roofing is the accent roofing shown on the trash enclosure and the asphalt shingle is shown on the main building. (Ms. Brackett: You are correct.)
- Ms. Propper: No questions.
- Mr. Smith: No questions.
- Ms. Gort: Where is the natural wood trim? I'm not able to easily find it on the drawings. The only place I could find it was on the ends, and I'd appreciate clarity in the next set of drawings. (Ms. Brackett: I will check on that, and happy to make that clear.)
- Mr. Guerra: In the Internal Circulation section there is also a typo, as the entrance is referred to as the northeast corner of the site instead of the northwest. On page C500 of the plans an infiltration system detail is shown that I was unable to find on the site plan and had to contact Engineering for clarification.
- Mr. Giller: It is on the site plan on page 55, it's the hashed area on the northwest side of the building. (Mr. Guerra: Thank you for the clarification.)

Graham Frank, BGV, Applicant:

Amelia did a great job tonight. Not a ton of presentation tonight, other than attempting to answer questions. Mark, to answer your question the deed restriction will run with the land so it will continue with each unit. We want to provide front of house management housing that people could potentially buy, as a stepping stone for people not just wanting to rent but to drop an anchor and live here. We tried to appoint the unit sizes to accommodate a family, before you hopefully make the move to a single family house. We felt that the deed restriction was robust enough that it would cover the rental for a third party person who qualified for trying to buy it and rent it to someone because the yield would be low, while also artificially lowering the sale price moving forward. For the wood trim, it's around the windows.

- Mr. Leas: Is the intention of the right of first refusal of the Town to keep the sale cap lower?
- Mr. Frank: The Town wouldn't maintain the price cap, the Town has the right of first refusal not first offer. So, the Town could step in on a free market offer and act upon that price. We will do a better job of denoting a trim around the windows. Overall, we feel the aesthetics are more robust than the Parcel 2 project that we brought before you previously, with more flexibility on the site and with it being located at the entrance to town.
- Mr. Leas: A few weeks ago you were here and when questioned about the front elevations of the building that you were proposing for the North Gold Run Lot, you told the Commission that you'd spoken to every box setting subcontractor available in Colorado and that none of them were willing or available to offset the modules on the project to create a more interesting front elevation. Tonight, you return with a project showing that you intend to create this project with that offset.
- Mr. Frank: You quoted me incorrectly. It's not that no one said they would do it, it's that no one has done it successfully. If you look at the front elevation, where you step into an overhang so you wouldn't be leaking into the box below and the rafter roof gives the ability to set the trusses and create an overhang that stops the water from running down the fascia and into those problems discussed with Parcel 2. That vertical surface, the straight line is what we were trying to follow from what we've learned. And all the balconies are bolted on so they wouldn't create an infiltration scenario.
- Mr. Leas: We were previously shown some concept drawings by BHH that showed a mountain modern design that was generally a more attractive design than what you're proposing, what happened to that design?
- Mr. Frank: That was a fee simple building that was designed for fee simple market rates in rental and sale, and was not designed for what was required by the development agreement. We designed to meet the requirements of the code and the development agreement.
- Mr. Giller: We clarified that the roofing is shingle and there's a note that there will be PV panels on the roof, do you have more information on that? I'm concerned about the architectural compatibility because sometimes PV can be shiny and stick out, or better chosen and located to blend with the shingles.
- Bill Campie (DTJ Design): We are still in the design build phase so we have not gotten that far yet but we are in that process and that is something we will be designing to do. We can follow up at the next hearing.
- Mr. Kulick: Similar to this building being required to meet the employee housing requirements for Parcel 4, the development agreement allows the applicants to offset on other properties in town. This building was one that was pegged as an option, as well as the Breck Inn to the north, to contain the offset for Parcel 4, so we are keeping that in mind in the design. It is something that they are required to do, so we'll be looking for illustrations with the solar on the roof.
- Ms. Propper: No questions.
- Mr. Smith: No questions.
- Ms. Gort: So the wood trim is around the windows? (Mr. Frank: Yes.) And are those kickers as well? (Mr. Frank: I believe up to the rafters, yes. We will get you that clarification for the next hearing.)
- Ms. Brackett: To clarify, the annexation agreement specifies window trim only.
- Mr. Frechter: For the trash enclosure location, the proposed location will require the truck to back up through two rows of cars, which may have problems during the summer with people leaving bike racks down. It may be better located in the northeast corner. It'll also mean everyone on the west elevation won't have to hear the backup signal early in the morning.

- Mr. Campie: That is a problem that we have been trying to navigate, we have tried several different locations around the site but in trying to navigate snow storage, utilities, and easements and this was the only area that worked well. The northeast corner has an access easement and utilities in that area.
- Mr. Frechter: With the potential for PV specifically, it would most likely be on the western eave. Have you thought about the snow load sliding off that with the pedestrian access and balconies below that?
- Mr. Campie: We are going to have to incorporate all the things you typically see to mitigate the snow from the roof. Currently, the design is about optimizing homes in our community in a way that's affordable. We've worked hard to combine all of that within the design. We're going to have to do snow fencing and things like that to accommodate the snow load.

The hearing was opened for public comment and there was no one who wished to comment.

Commissioner Comments:

- Mr. Frechter: I think it's making the best of a space and I'm glad Town Council allowed it to go to three stories. Architectural compatibility, yes. I agree with the stories and I think there's sufficient buffering. It's an open area right now so any additional buffering will be great. I agree with the point analysis and have no additional comments.
- Ms. Gort: I agree with the architectural compatibility and question number two. The landscaping seems sufficient. I agree with the preliminary point analysis and no additional comments.
- Mr. Smith: I also agree that it meets architectural compatibility, as well as the two story/three story provision. I think the fence is adequate for buffing. No further comments.
- Ms. Propper: I agree with architectural compatibility, north and south facades, the proposed buffering is sufficient. I agree with the preliminary point analysis and no additional comments.
- Mr. Giller: Architectural compatibility, yes. North and south façade heights, yes. Buffering, yes, with the caveat that we see the forthcoming fence. Additional comments, I do think the gable roof makes it more compatible with the Breckenridge vernacular.
- Mr. Leas: I'm frustrated. I don't like this design, and I'm frustrated with concessions made by Town Council. I would have liked to have a better product here but I understand you're making business decisions, which I respect. Consequently no, I don't agree that it's architecturally compatible. I agree with questions number 2, 3, and 4.
- Mr. Guerra: I also agree with question number 1, and the north and south facades meet the agreement. I agree with the proposed buffering and fencing also with the caveat that we see the fencing plan. I agree with the preliminary point analysis and no additional comments.

All commissioners agreed that the project is ready for final hearing.

OTHER MATTERS:

1. Town Council Summary
2. Class D Majors Q4 2024 (Memo Only)
3. Class C Subdivisions Q4 2024 (Memo Only)

ADJOURNMENT:

The meeting was adjourned at 7:05 pm.

Ethan Guerra, Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

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

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

| Date | Meeting | Location | Time |
|------|---------|----------|------|
|------|---------|----------|------|

February 2025

| | | | |
|---------------------------------|------------------------------------|-------------------------|--------------------------|
| February 6th, 2025 | Meet Up with the Mayor | Backstage Theatre | 5:00pm |
| February 14th, 2025 | Tour of Little Red Schoolhouse | Little Red | 12:30pm |
| Tuesday, Feb. 11th, 2025 | First Meeting of the Month | Council Chambers | 2:00 pm / 7:00 pm |
| Feb. 15th & 16th, 2025 | Breckebeiner | Gold Run Nordic | All Day |
| Tuesday, Feb. 25th, 2025 | Second Meeting of the Month | Council Chambers | 2:00 pm / 7:00 pm |

March 2025

| | | | |
|---------------------------------|------------------------------------|-------------------------|--------------------------|
| March 6th, 2025 | CAST Meeting | Denver | All Day |
| Tuesday, Mar. 11th, 2025 | First Meeting of the Month | Council Chambers | 2:00 pm / 7:00 pm |
| Tuesday, Mar. 25th, 2025 | Second Meeting of the Month | Council Chambers | 2:00 pm / 7:00 pm |

Other Meetings

| | | | |
|---------------------|--------------------------------------------|------------------------|-----------------|
| February 11th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am / 1:30pm |
| | Workforce Housing Committee | Town Hall | 10:30am |
| February 13th, 2025 | Upper Blue Sanitation District | Administrative Office | 5:30pm |
| February 17th, 2025 | Summit Combined Housing Authority | Virtual | 1:00pm |
| | Open Space & Trails Meeting | Town Hall | 5:30pm |
| February 18th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am |
| | Liquor & Marijuana Licensing Authority | Town Hall | 9:00am |
| | Planning Commission Meeting | Town Hall | 5:30pm |
| February 19th, 2025 | Social Equity Advisory Commission | Town Hall | 7:30am |
| February 25th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am / 1:30pm |
| February 27th, 2025 | Summit Stage Transit Board Meeting | Senior Center | 8:15am |
| | Breckenridge Tourism Office Board Meeting | BTO Office | 8:30am |
| | RW&B Board Meeting | Main Street Station | 3:00pm |
| March 4th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am |
| | Planning Commission Meeting | Town Hall | 5:30pm |
| March 5th, 2025 | Police Advisory Committee | PD Training Room | 7:30am |
| | Breckenridge Events Committee | Town Hall | 9:30am |
| | Childcare Advisory Committee | Town Hall | 10:00am |
| March 11th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am / 1:30pm |
| | Workforce Housing Committee | Town Hall | 10:30am |
| March 12th, 2025 | QQ - Quality and Quantity - Water District | Hybrid | 10:00am |
| | Breckenridge History | Town Hall | Noon |
| March 13th, 2025 | I-70 Coalition | Keystone Policy Center | 11:30am |
| | Upper Blue Sanitation District | Administrative Office | 5:30pm |



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| March 27th, 2025 | Summit Stage Transit Board Meeting | Senior Center | 8:15am |
| | Breckenridge Tourism Office Board Meeting | BTO Office | 8:30am |
| | NWCCOG Board Meeting | Silverthorne Office | 10:00am |
| | RW&B Board Meeting | Main Street Station | 3:00pm |
| | Breck Create | South Branch Library | 3:30pm |
| April 1st, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am |
| | Planning Commission Meeting | Town Hall | 5:30pm |
| April 2nd, 2025 | Breckenridge Events Committee | Town Hall | 9:00am |
| | I-70 Coalition | Keystone Policy Center | 10:00am |
| | Childcare Advisory Committee | Town Hall | 3:00pm |
| TBD | Tourism Overlay District Advisory Committee Mtg | | 10:30am |
| | Transit Advisory Council Meeting | | 8:00am |
| | Water Task Force Meeting | | 9:30am |