



**Town Council Work Session**  
Tuesday, March 25, 2025, 3:00 PM  
Town Hall Council Chambers  
150 Ski Hill Road  
Breckenridge, Colorado

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

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

**I. PLANNING COMMISSION DECISIONS (3:00-3:05PM)**

PLANNING COMMISSION DECISIONS

**II. LEGISLATIVE REVIEW (3:05-3:20PM)**

ORDINANCE APPROVING LITTLE DAISY LEASE RENEWAL (SECOND READING)  
AMENDMENT TO THE SINGLE-USE PLASTICS REDUCTION ORDINANCE (FIRST READING)  
RESOLUTION AUTHORIZING THE TOWN OF BRECKENRIDGE FINANCE DIRECTOR AS A SIGNATORY ON AN EXISTING STATE OF COLORADO LOAN (RESOLUTION)

**III. MANAGERS REPORT (3:20-3:45PM)**

PUBLIC PROJECTS UPDATE  
SCHOONOVER SITE UPDATE  
MOBILITY UPDATE  
SUSTAINABILITY UPDATE  
E-DELIVERY PROGRAM UPDATE AND NEXT STEPS  
HOUSING UPDATE  
OPEN SPACE UPDATE  
COMMITTEE REPORTS  
FINANCIALS

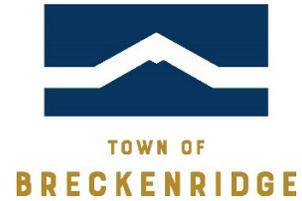
**IV. OTHER (3:45-4:15PM)**

NICOTINE FLAVOR BAN AND TOBACCO LICENSING REVISIONS

**V. PLANNING MATTERS (4:15-5:15PM)**

DRIVING RANGE NETTING TOWN PROJECT  
RUNWAY SUBDIVISION DEVELOPMENT CONTRACT DISCUSSION

**VI. EXECUTIVE SESSION FOR LITIGATION UPDATE AND ADVICE (5:15-6:00PM)**



# Memo

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

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

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:** None.

### **CLASS C APPLICATIONS:**

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

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

### **TOWN PROJECT HEARINGS:**

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

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

**OTHER:** None.

## PLANNING COMMISSION MEETING

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

### ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Matt Smith
Ethan Guerra	Elaine Gort <b>remote</b>	Susan Propper	

### APPROVAL OF MINUTES

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

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

### APPROVAL OF AGENDA

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

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comments.

### CONSENT CALENDAR:

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

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

### TOWN PROJECTS:

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

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

#### *Commissioner Questions / Comments:*

There were no questions from Commissioners.

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

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

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

**WORK SESSIONS:**

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

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

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

*Commissioner Questions / Comments:*

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Giller:

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

Ms. Propper:

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

Mr. Smith:

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

Ms. Gort:

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

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

Mr. Frechter:

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

Mr. Guerra:

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

**OTHER MATTERS:**

1. Town Council Summary

**ADJOURNMENT:**

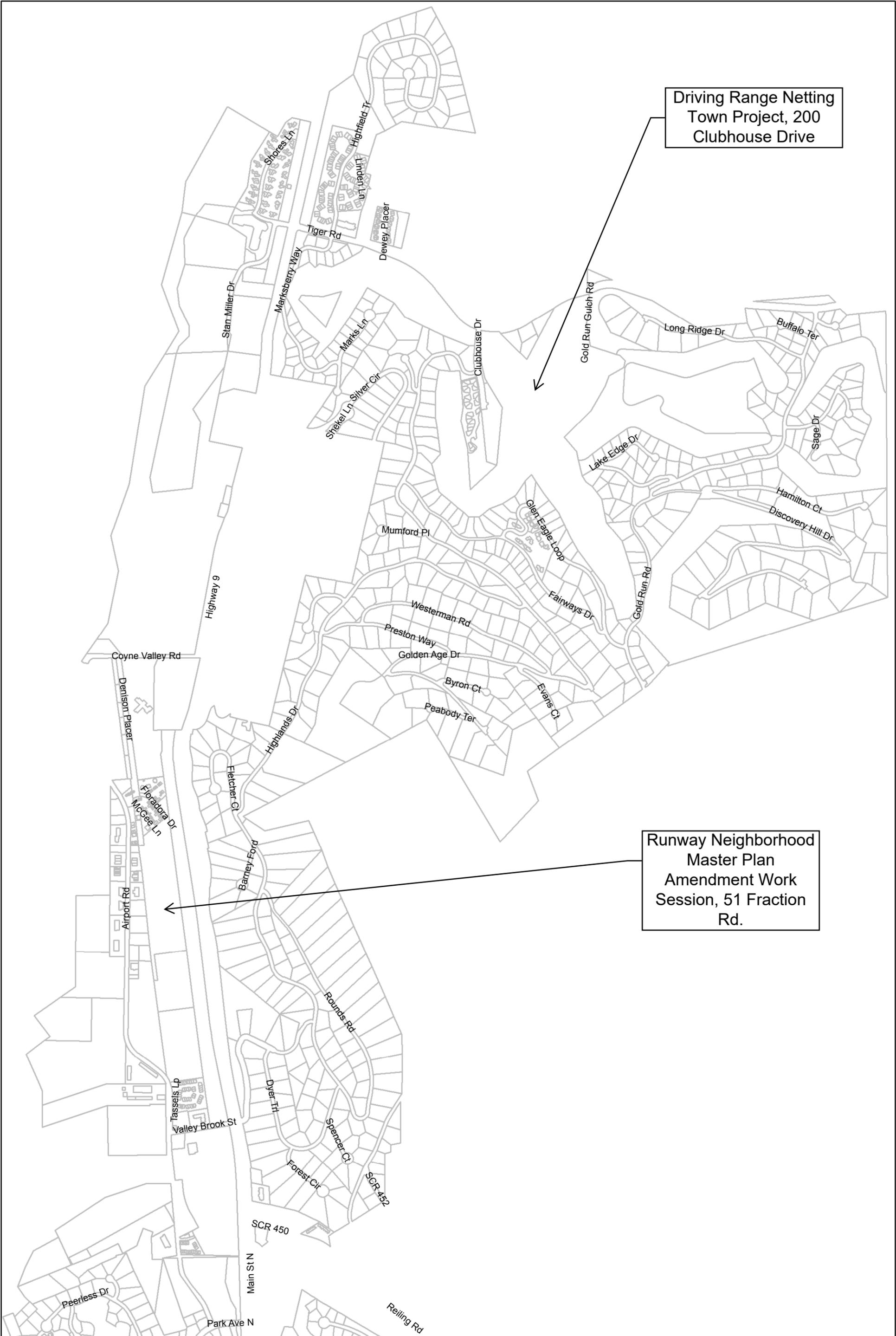
The meeting was adjourned at 7:24 pm.

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Ethan Guerra, Chair

Driving Range Netting  
Town Project, 200  
Clubhouse Drive

Runway Neighborhood  
Master Plan  
Amendment Work  
Session, 51 Fraction  
Rd.





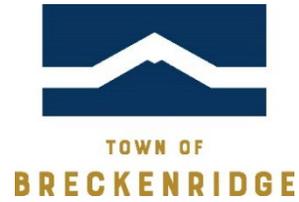
NOT TO SCALE



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

# Breckenridge South





# Memo

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

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**Town Council Goals** (Check all that apply)

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

**Summary**

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

**Background**

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

**Public outreach/engagement**

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

**Financial Implications**

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

**Equity Lens**

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

**Staff Recommendation**

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

1

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

1 COUNCIL BILL NO. \_\_

2  
3 Series 2025

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

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

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

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

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

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

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

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

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

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

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

33  
34 TOWN OF BRECKENRIDGE, a Colorado  
35 municipal corporation

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By: \_\_\_\_\_  
Kelly Owens, Mayor

ATTEST:

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

**Residential Lease Agreement**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

**13. MAJOR REPAIRS.**

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

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

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

- 16. SUBORDINATION OF LEASE.** This Agreement and Tenants' interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
- 17. TENANTS'S HOLD OVER.** If Tenants remains in possession of the Premises with the consent of Landlord after the expiration of the 5 year Term of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenants which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at the then applicable annual Rate and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
- 18. SURRENDER OF PREMISES.** Upon expiration of the term hereof, Tenants shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
- 19. ANIMALS/PETS.** Tenants shall be prohibited from having or maintaining any animals or pets on the property.
- 20. QUIET ENJOYMENT.** Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the Term hereof.
- 21. INDEMNIFICATION.** Tenants agree to indemnify and defend the Town, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:
- (a) the negligence or intentional wrongful act of Tenants or Tenants' invitees, representatives or agent; or
  - (b) breach of this Agreement,
- except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of the Town, its officers, employees, or agents, or Town's breach of this Agreement. To the extent indemnification is required under this Agreement, Tenants agree to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs, expert witness fees, and attorney fees.
- 22. LIMITATION ON LIABILITY.** Notwithstanding anything to the contrary contained herein, Landlord shall not be liable or responsible to the Tenants for any consequential, incidental, or punitive damages incurred by Tenants as a result of the Condition of the Premises. Tenants furthermore acknowledge that the structures on the property are in need of repair and are assuming the risk of any injury to Tenants or their invitees for the Condition of the Premises including any known Routine Maintenance, Special Repairs, or Major Repairs, regardless of whether any such claim arises under or results from contract, negligence, or strict liability of the Tenants whose liability is being waived hereby. Tenants accept total responsibility for any and all damages of any kind which may result from the use of the Leased

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

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

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

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

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

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

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

(b) breach of this Agreement,

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

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

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

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

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

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

If to Landlord to:

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

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

If to Tenants to:

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

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

**37. ADDITIONAL PROVISIONS; DISCLOSURES**

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

**As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

LANDLORD:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**As to Tenants this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

TENANTS (Tenants”)::

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANTS (Tenants”)::

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A**  
**Improvement Project List**

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

**500 Prospect Gulch**

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

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

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

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

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

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

Recommendation - Reconstruct these areas to code.

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

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

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

Recommendation - Reconstruct these areas to code.

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

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

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

Recommendation - Reconstruct balcony guardrails to code.

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

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

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

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

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

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

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

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

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

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

- 13) One permanent automatic heat source installed.

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

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

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

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

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

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

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

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

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

## 500 Prospect Gulch

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

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

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

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

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

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

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

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

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

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

5) Composting toilet in habitable space above garage.

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

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

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

7) No permanent automatic heat source installed.

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

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

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

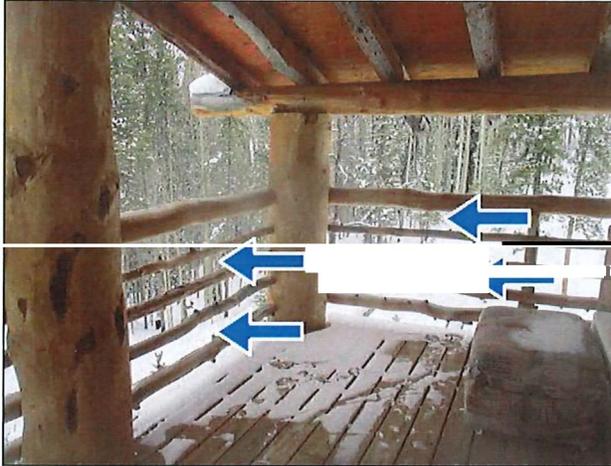
9) Smoke and Carbon Monoxide Detectors non-compliant. Cheap retro fitted battery type units are all failing.

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

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

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

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



1.4 Rail spacing.



1.4 Install guardrail.

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## 2. Garage

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### 2.3 Ceiling

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

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## 5. Basement/Structure

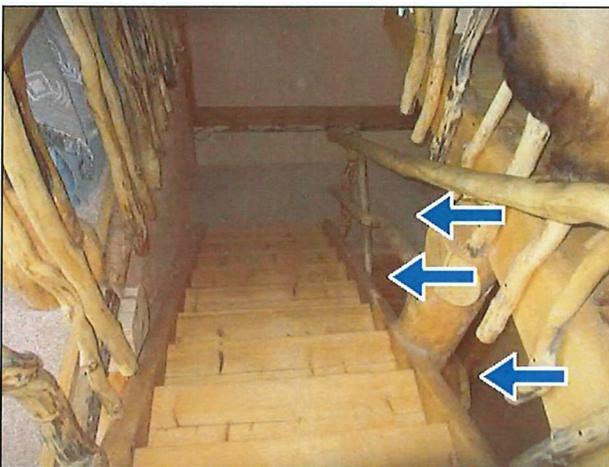
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### 5.4 Basement Stairway

Install grippable handrail for occupant safety.

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

Have qualified contractor repair the above items for occupant safety.



5.4 Rail spacing.

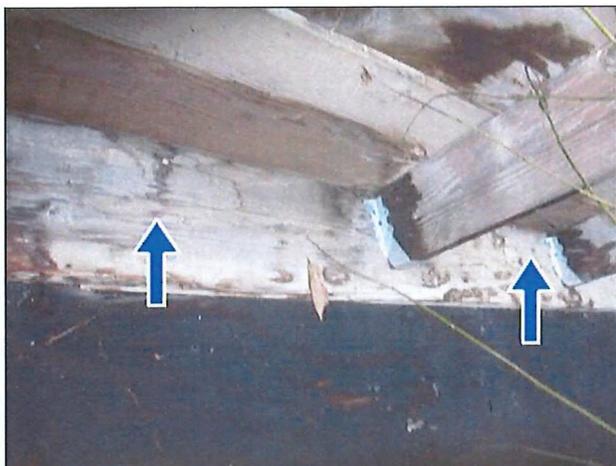


5.4 Install grippable handrail.

### 5.10 Post

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

## 0500 Prospect Gulch Road



1.2 Install lags in rim joist.



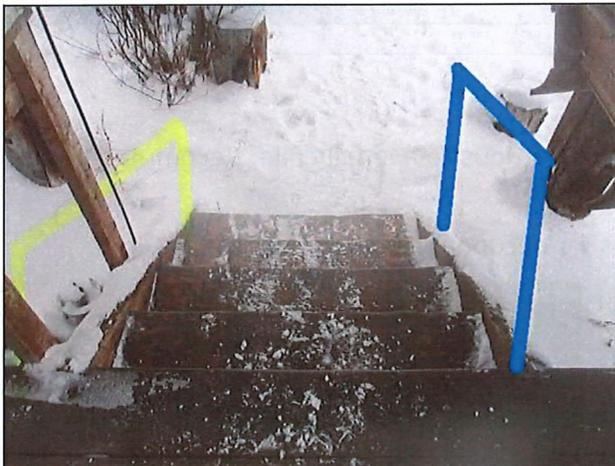
1.2 Post in ground.

### 1.4 Railing

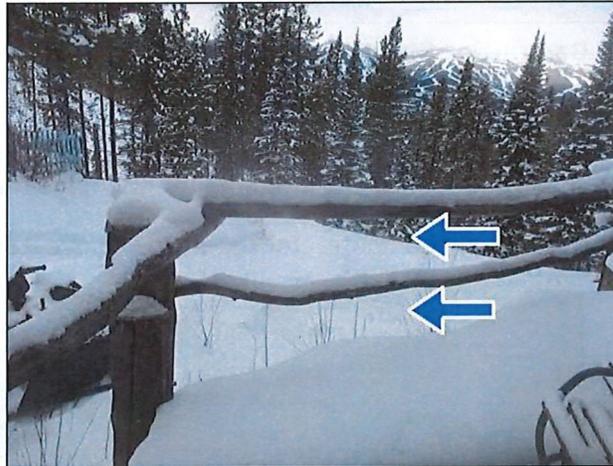
(1) Space between balusters/rungs/railings could be hazardous to a small child. Recommend grading. Today's standards call for smaller openings throughout.

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

Have qualified contractor correct the above items for occupant safety.



1.4 Install grippable handrail.



1.4 Rail spacing.

Install grippable handrail for occupant safety.

Stairs do not meet today's standards.

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

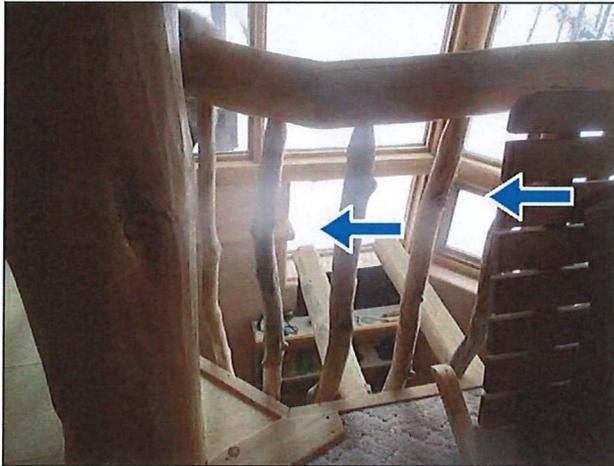
Have qualified contractor correct the above items for occupant safety.



12.3 Steep stairs.



12.3 Rail spacing and install grippable handrail.



12.3 Rail spacing.

## 12.4 Window

**Type:** Casement, Wood, Fixed, Thermal, Sliding

### Comments:

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

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

## 12.5 Door

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

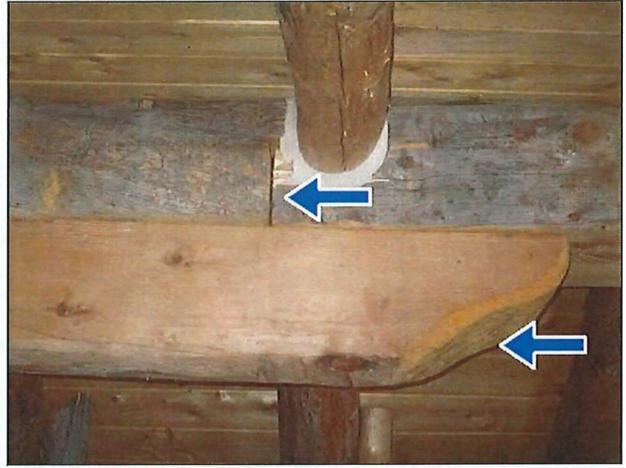
Upper bedroom beam is spliced with cantilever beam below supporting splice, not typical. Have qualified contractor evaluate and advise. Does not appear to be settling.



12.2 Water marks.



12.2 Water marks.



## **Exhibit B Recommended Maintenance for Solar**

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

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

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

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

This can be from the sun or generator.

Hydrogen is odorless tasteless explosive gas.

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

Batteries perform best, however when they are 70 deg.

Solar panels charge best when they are cold.

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

Check Batter water monthly before Equalize.

Equalize every 3 months or as needed.

Charge controller charges batteries with solar panels.

Inverter charges batteries with generator.

Both have equalize setting 61.9 Bulk 58 Float 54.

Do not equalize with charge controller/solar.

To equalize with generator:

Press [ ] button for R button (I)

Turn on 60 amp breaker on generator

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

Colorado Energy Systems 970.456.5234 Glenwood Springs

Ian - cell 303.817.7789

Dave - cell 970.948.1183



TOWN OF  
BRECKENRIDGE

# Memo

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

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## Town Council Goals (Check all that apply)

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

## Summary

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

## Background

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

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

## Public outreach/engagement

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

## Financial Implications

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

## Equity Lens

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

## Staff Recommendation

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

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

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

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

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

5-12-1: DEFINITIONS:

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

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

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

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

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

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

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

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

(b) injection molding;

(c) foam molding; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Any private home;

(b) Private boarding houses;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5-12-4: SIGNAGE:**

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

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

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

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

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

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

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

A. Administration of the fund.

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

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

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

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

#### BAN ON SINGLE USE PLASTICS AND POLYSTYRENE:

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

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

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

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

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

5-12-10: EXEMPTIONS:

This chapter 12 does not apply to:

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

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

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

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

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

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

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

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

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

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

C. This section shall not apply to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

TOWN OF BRECKENRIDGE

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Helen Cospolich, CMC, Town Clerk

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Eric S. Mamula, Mayor

APPROVED IN FORM

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Town Attorney

Date



# Memo

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

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## Town Council Goals (Check all that apply)

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

## Summary

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

## Background

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

## Public outreach/engagement

No public outreach or engagement is needed for the resolution.

## Financial Implications

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

## Equity Lens

The Equity Lens does not apply to this housekeeping measure.

## Staff Recommendation

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

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

2  
3 Series 2025

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

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

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

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

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

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

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

1 RESOLUTION APPROVED AND ADOPTED this \_\_\_ day of \_\_\_, 2025.

2  
3 TOWN OF BRECKENRIDGE

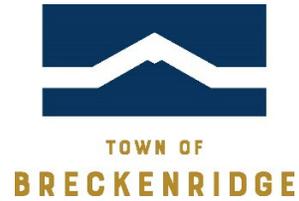
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7 By: \_\_\_\_\_  
8 Kelly Owens, Mayor  
9

10 ATTEST:

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12  
13  
14 \_\_\_\_\_  
15 Helen Cospolich, CMC,  
16 Town Clerk

17 APPROVED IN FORM

18  
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22 \_\_\_\_\_  
23 Town Attorney Date  
24  
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26  
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28



# Memo

**To:** Town Council  
**From:** Shannon Smith, Town Engineer  
**Date:** 3/18/2025 (for 3/25/2025 work session)  
**Subject:** Public Projects Update

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## **Broken Lance Culvert Bridge and Drainage Project**

This large infrastructure project in the Warrior’s Mark neighborhood includes replacing aging culverts that pass the Blue River under Broken Lance Drive with a single-span concrete culvert bridge, replacing water mains, constructing a seepage diversion trench to divert groundwater from the road subgrade, storm sewer installation, bus stop improvements, and reconstruction of the roadway.

Schedule: The contractor and staff are currently working on establishing the proposed construction schedule, utility relocation coordination, and traffic control plans for the project.

Staff is developing online resources for residents and planning to host in-person meetings to share information about the project and scheduled two public outreach open house events to answer questions from the community. They will be held in the Multipurpose Room at the Breckenridge Recreation Center on April 9 (11:30am to 1pm) and April 14 (5:30 to 6:30pm). Staff also plans to hold two more events in June after construction begins, which may bring up new questions from the community. The Town’s Communications team is assisting Engineering staff with additional marketing of events and updates for the construction.

Negotiations are ongoing with property owners where temporary and permanent easements are needed for the project.

Budget: The project includes funding from the Capital Fund and Water Utility Fund.

Project Funding	
Prior Years Budget Rollover	\$850,000
2025 CIP	\$6,650,000
2025 Water Fund CIP	\$3,916,000
TOTAL Funding	\$11,416,000

## **Kingdom Park Ballfield Pavillion Improvements**

The Ballfield Pavillion project looks to improve the space between the two artificial turf fields from the recreation path to the east to the parking lot to the west. The project scope includes demolishing the existing restroom and pavilion structure, re-grading the site to meet ADA requirements, constructing a new restroom and shade structure, installing batting cages, improving viewing and seating locations, removing the existing playground, and creating a safer vehicular entry to the parking lot.

Schedule: A request for proposals (RFP) was posted on BidNet on March 17. Proposals for a construction management/general contractor (CMGC) are due by April 16, 2025. A contractor is anticipated to be selected in late April and construction is anticipated to begin in June.

Budget: The 2025 CIP has a current budget placeholder of \$1,000,000 for the project. As discussed at previous work sessions, a significant budget increase is expected due to the need to demo and replace the existing restroom facility

1

**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.

and the direction to move the shade structure into the first phase of the project. Cost estimating will be completed by the contractor for Council review and approval prior to awarding a construction contract.

Project Funding	
2024 CIP (design)	\$300,000
2025 CIP (construction)	\$1,000,000
TOTAL Funding	\$1,300,000

**Asphalt and Concrete Repair Project**

The asphalt and concrete repair project is an annual project that funds large roadway repairs, generally using a 2" mill and asphalt overlay or full-depth reconstruction when required, and concrete replacement including curb, gutter, sidewalks, and curb ramps. Proposed repair locations for the 2025 project include N. French Street between Park Avenue and Main Street, S. French Street between Washington Avenue and Jefferson Avenue, Washington Avenue, the Main Street/Park Avenue roundabout, Highwood Circle, Settlers Drive, Willow Lane, Red Feather Road, and Tomahawk Lane. Concrete work will include damaged concrete adjacent to the asphalt repairs including upgrades to curb ramps to meet ADA standards, the sidewalk in front of La Cima Mall, and other locations as budget allows.

Schedule: Work is scheduled to begin May 1, 2025 (weather permitting). Columbine Hills Construction has been awarded the project.

Budget: The project includes funding from the Capital Fund for the asphalt and concrete repairs, as well as funding reserved for upgrades to ROW infrastructure for ADA compliance.

Project Funding	
2025 CIP- Asphalt & Concrete	\$3,000,000
2025 CIP- ADA Compliance	\$300,000
TOTAL Funding	\$3,300,000

# Memo

To: Town Council  
From: Kendra Hane, Senior Engineer  
Date: 3/18/2025 (for 3/25/2025 work session)  
Subject: Schoonover Deconstruction and Living Lab Bike Plaza Update

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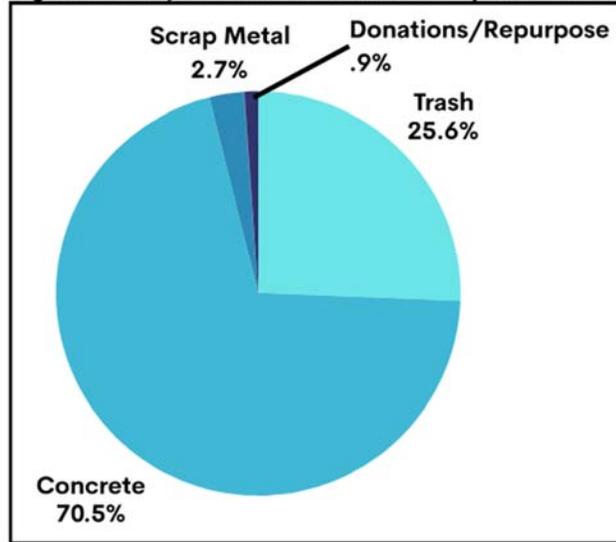
**Background:** Redevelopment of the Schoonover Building Parcel had been contemplated for many years due to the age of the building, continued repairs, and future maintenance required for occupation of the structure. In the summer of 2024, the Schoonover Building (110 Ski Hill Rd) was finally deconstructed and the site incorporated into the Blue River Pathways project. The new development planned for the former building location is a bike plaza referred to as the “Living Lab” that is scheduled to be constructed in the summer of 2025.



Schoonover building prior to deconstruction in 2024

**Deconstruction Project:** The Schoonover demolition project had a goal to divert as much waste from landfills as possible during the deconstruction of the existing building. In order to support this project goal, VertSites was selected to track the waste stream and consult with the contractor (Antique Design Carpentry) and the Town to divert as much demolition material away from the landfill through recycling, reuse, and donation. VertSites prepared a report (attached) highlighting the diversion rate and how materials were handled. Overall, the building had a 74% diversion rate. Concrete from the foundation was taken to Peak Materials to be ground up and reused in base course material, scrap metal (including copper pipes, appliances, and electrical wiring) was recycled at the SCRAP and at a facility in Denver, and interior steel beams, refrigerators, microwaves, decking, railing, and stairs were donated for reuse.

**Figure 6: Project Material Stream Disposal & Diversion**



**74%  
Material  
Diversion  
Rate**

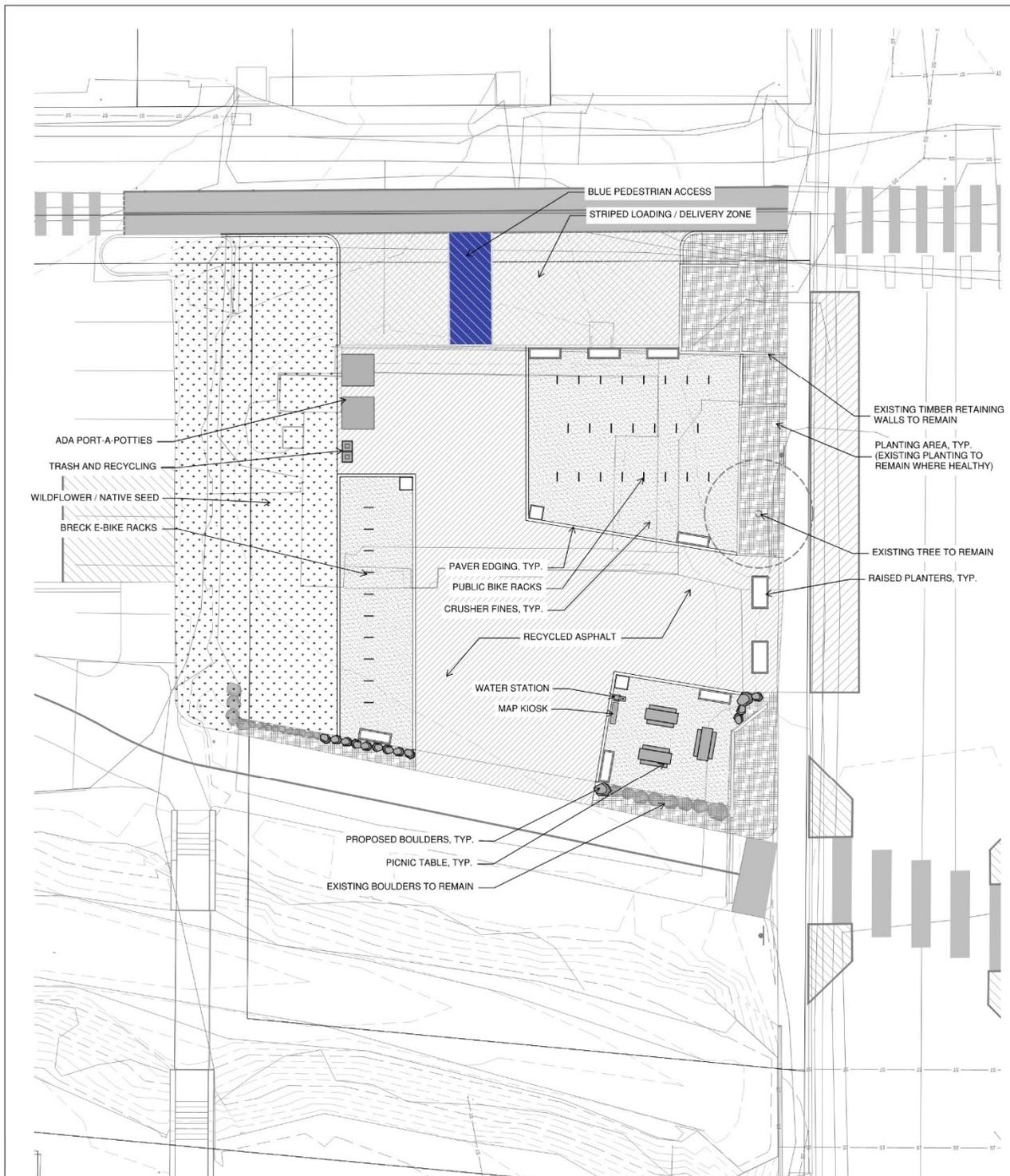
**Schedule:** The Schoonover building was found to have asbestos containing materials including drywalls, ceilings, and flooring. The asbestos mitigation caused schedule delays which extended the deconstruction phase into the fall and shifted the construction of the Living Lab Bike Plaza into 2025. The building footprint and site were backfilled and fully graded before the end of the 2024 construction season. The site’s surface is currently graveled and slopes to drain to the northeast corner of the parcel.

**Budget:** The demolition required asbestos mitigation which was not contemplated in the original project budget. To cover the asbestos removal cost, the Town Council approved a \$100,000 transfer from the 2024 Living Lab construction budget of \$250,000 to the demolition budget. The \$100,000 transferred for the demolition project was again funded for Living Lab in the 2025 CIP.

Project Funding: Schoonover Demo	
2024 CIP	\$ 350,000
2024 Living Lab Funds Transferred	\$100,000
<b>TOTAL Funding</b>	<b>\$450,000</b>
Asbestos Removal	(\$163,800)
Demolition and Final Grading	(\$251,311)
Diversion Consultant (VertSites)	(\$15,000)
Utilities and Misc Cost	(\$11,792.09)
<b>TOTAL Project Cost</b>	<b>\$426,903.09</b>

Project Funding: Living Lab Bike Plaza	
2024 CIP	\$250,000
2024 Transfer to Schoonover Demo	(\$100,000)
2025 CIP	\$100,000
<b>TOTAL Funding</b>	<b>\$250,000</b>

## Proposed Living Lab Bike Plaza:



The Living Lab Bike Plaza is proposed to be completed during the summer 2025 construction season. The plans previously approved by Town Council show a bike plaza with public bike racks, a larger E-Ride hub, picnic tables, a water filling station, portable toilets, revegetation with native seed, and planter boxes.

To stay within budget, some modifications to the current plan are needed. Staff has verified both sewer and water connections are needed for a plumbed water filling station. A new building/enclosure with insulation and a heat source would need to be constructed to house the equipment for the water filling station at this location. Staff estimates the additional utility connection and structure would be an additional \$150,000 to \$250,000 dollars to construct and also require additional operational and maintenance expenses.

Staff recommends not installing a water filling station at this time due to budget constraints and the fact that this is a pilot project. The new portable Quench Buggy water stations could be deployed to this location on a temporary basis as needed for events, but are not designed for or intended for continuous use at a fixed location.

Given current budget constraints and the verified costs related to permanent restrooms and water filling station, staff seeks Town Council direction regarding the site design and amenities. Specifically:

Does Council agree with not installing a plumbed water filling station for the Living Lab Bike Plaza and instead considering deploying the Quench Buggy for special events or specifically designated temporary timeframes?

Does Council still desire temporary portable toilets (port-a-potties) being used on this site? Or, should staff work to better direct members of the public to nearby public restrooms in the South Gondola Parking Garage?



**TOWN OF BRECKENRIDGE**

***110 SKI HILL ROAD***

***SCHOONOVER BUILDING DEMOLITION***

**RESOURCE RECOVERY &  
MATERIALS MANAGEMENT REPORT**

---



**PREPARED FOR SHANNON SMITH | TOWN OF BRECKENRIDGE**

**PREPARED BY KATHRYN SLAUGHTER | VERT SITES**

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**VERT SITES, LLC**

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# 1. Project Team



Town of Breckenridge and General Contracting Project Team Members

## Project Team:

**Town of Breckenridge  
Antique Cabinetry  
VERT Sites**

## Town of Breckenridge:

Public Works:

Shannon Smith & Kendra Hane

## Demolition General Contractor:

Antique Cabinetry

Project Manager: Jason Kompf

## Waste Diversion Management:

VERT Sites

Resource Recovery Project

Manager,

Kathryn Slaughter (not pictured)

VERT Sites



## 2. Project Summary

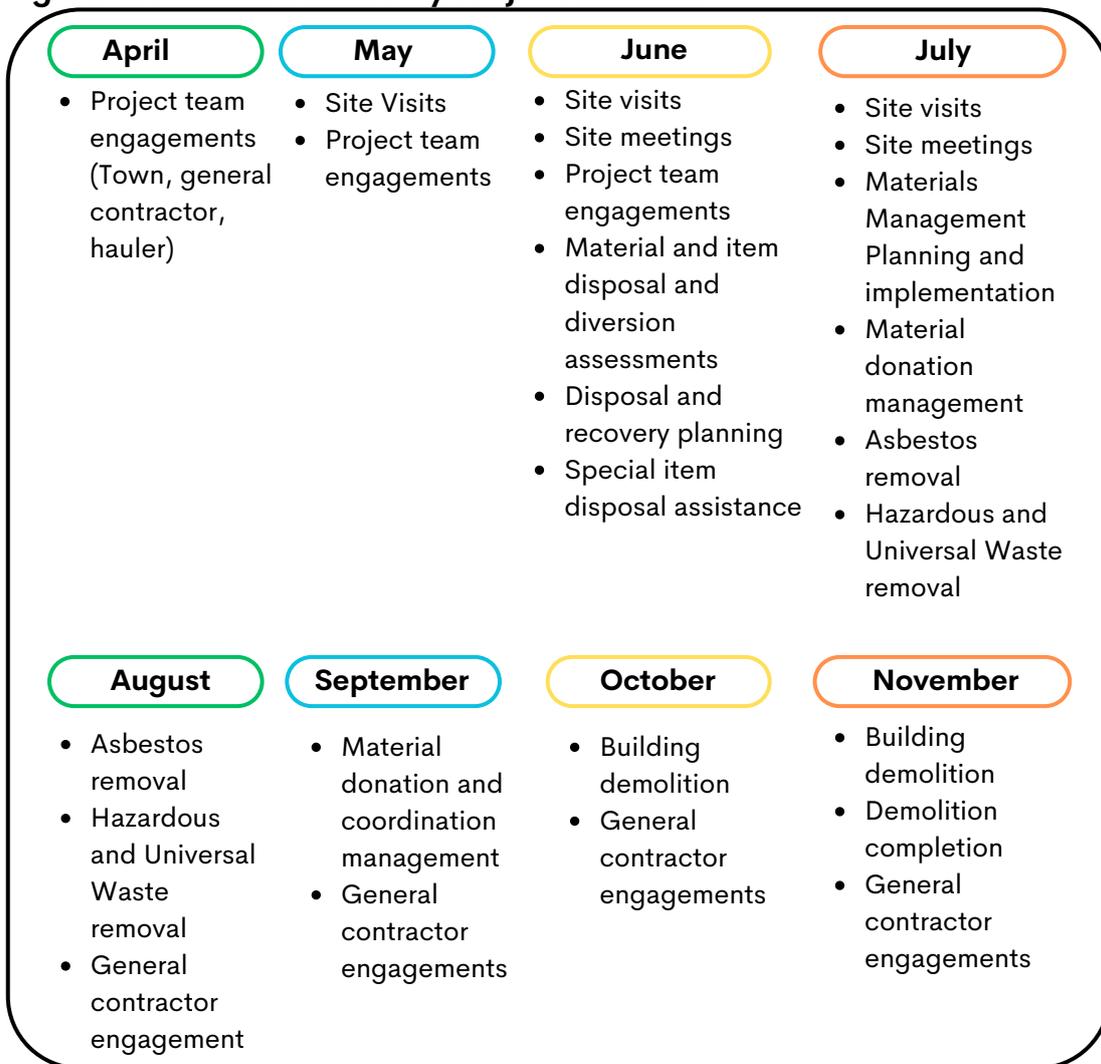
The Town of Breckenridge contracted VERT Sites to provide Resource Recovery Project Management for the demolition of 110 Ski Hill Road, or the Schoonover Building. Upon demolition completion, the site is to be turned into an open space area for the town’s Bike Program.

The main objectives were to support the project’s demolition general contractor in materials management and resource recovery of site materials and items from project initiation to completion, with the intention of diverting as much as possible from the local landfill.

The Schoonover Building had 4 apartments, ground floor offices, lower level offices, and basement areas. All areas of the building were in use prior to the site’s demolition.

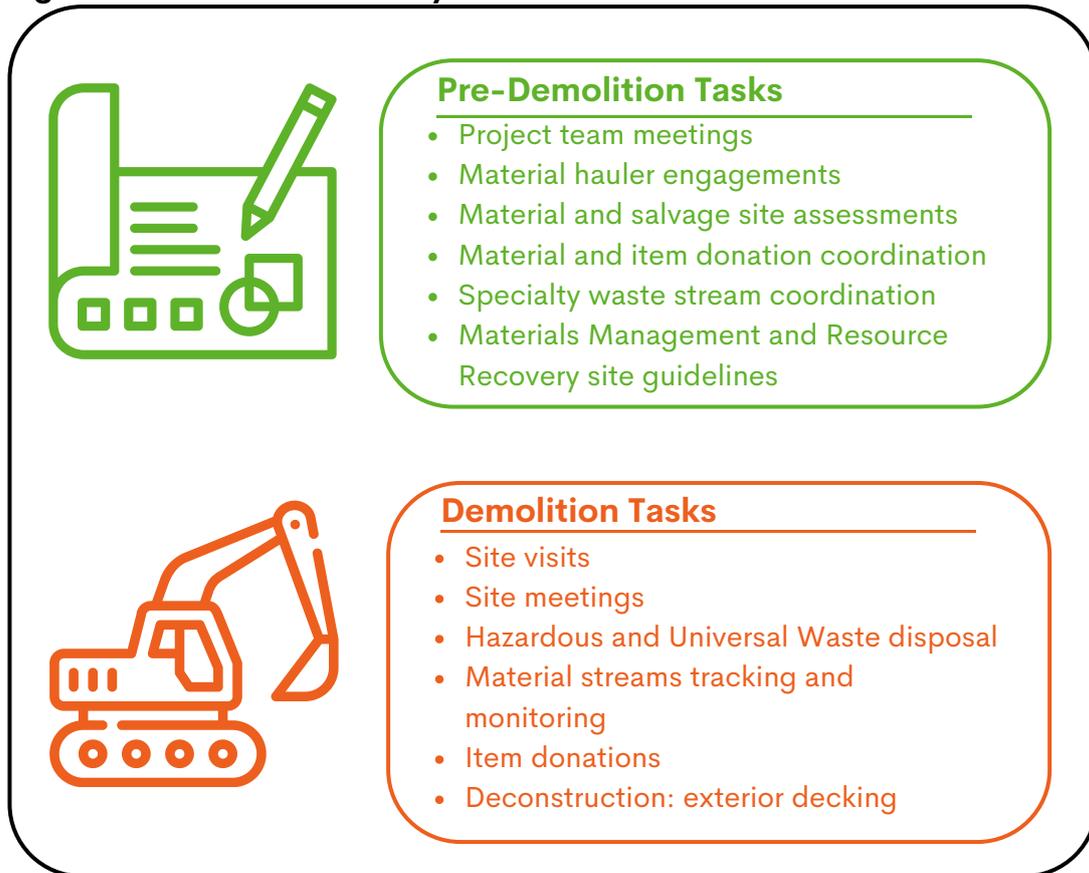
Planning and demolition initiation began April 2024 and site demolition ended in late November. Please see Figure 1 for Schoonover’s Resource Recovery Project Timeline.

**Figure 1: Resource Recovery Project Timeline**



Key Resource Recovery Tasks included project team and team partner engagements, material and salvage assessments, disposal tracking, and material waste stream and diversion coordination and assistance. Please see Figure 2 for an overview of project pre-demolition and demolition tasks.

**Figure 2: Resource Recovery Tasks**



Feasible deconstruction methods and material and item donations were executed the months of June - September. Exterior decking and interior cabinetry were dismantled and donated for reuse, and more than half the items that were found in the building were donated to local community members that the general contractor and VERT Sites coordinated and collaborated arrangements with. Only a few items were accepted at a local donation facility.

Material stream collections took place during the months of June - November. Site material streams included landfill, scrap metal, cardboard, concrete, asphalt, and Universal and Hazardous Waste. In addition, some specialty items like mattresses were recycled from the site.

Building demolition took place the first half of October; parking and pavement area demolition took place mid-October and was finished November 26th.

Prior to building and site demolition, material and salvage assessments were conducted to maximize the site's material diversion potential. Much of the building's exterior fell in the "landfill" material stream category. This was either due to treated or painted materials, quality of materials, or the state of condition of materials not being accepted at local disposal or donation facilities. Image 2 shows the Schoonover Building prior to demolition.

### Image 2: Schoonover Building (Exterior Only)

The images to the right show the Schoonover Building in pre-demolition phase.

Much of the exterior building fell in the "Landfill" category. This was due to treated or painted wood materials, the quality of materials, or the state of materials.



Given some of the diversion and recycle proximity challenges Breckenridge encounters such as a lack of item and material donation centers and specialty material recycling or repurposing readiness at the county facility, the site was still able to achieve a Material Diversion Rate of 74%.<sup>1</sup>

Project demolition produced 70.19 tons of trash or 140,380 pounds, 193.24 tons of recycle or 386,480 pounds, and an estimated 5,000 pounds of material or item donations. Donations include metal beams, appliances, furniture, cabinetry countertops, and other "household goods."

1. The Summit County Resource Allocation Park (SCRAP) is currently not operationally ready to accept clean dimensional lumber for recycling and the county only has one donation center. It does not accept building materials and limits household good donations. Only a few items from the Shoonover building were accepted at the donation facility.

### 3. Project Material Streams

The Schoonover demolition had a total of 4 material streams: Trash, Recycle, Household Hazardous Waste, and Donations.

#### Trash

The majority of the building exterior and interiors, including household items, would have been trashed or categorized as landfill materials if diversion tactics were not applied. Figure 3 lists interior and exterior landfilled materials and items.

**Figure 3: Project Landfill Items and Materials**

<b>Landfill (Interior)</b>
<ul style="list-style-type: none"> <li>• <b>Mattress box springs</b></li> <li>• <b>Carpet</b></li> <li>• <b>Carpet padding</b></li> <li>• <b>Treated and Untreated Lumber</b></li> <li>• <b>Damaged Household Goods</b> <ul style="list-style-type: none"> <li>◦ <b>resident furniture</b></li> <li>◦ <b>box springs</b></li> <li>◦ <b>office furniture</b></li> <li>◦ <b>kitchen items</b></li> <li>◦ <b>Desks</b></li> <li>◦ <b>Couches</b></li> </ul> </li> <li>• <b>Gypsum/Drywall</b></li> <li>• <b>Shelving/cabinetry</b></li> <li>• <b>bathroom fixtures, e.g., toilets</b></li> <li>• <b>Office furniture</b></li> </ul>
<b>Landfill (Exterior)</b>
<ul style="list-style-type: none"> <li>• <b>Siding</b></li> <li>• <b>Windows</b></li> <li>• <b>Roofing</b></li> <li>• <b>Doors</b></li> <li>• <b>Fixtures</b></li> </ul>

Building and site demolition produced 140,380 pounds (70.19 tons) of trash. The site utilized a 30-yard dumpster for trash and an 8-yard dumpster one time during the month of September. See Image 3 for site dumpsters.

**Image 3: Schoonover Trash Dumpsters**



The site utilized a 30-yard dumpster throughout the site and building demolition from June-November with the exception of having an 8-yard dumpster for August

The site utilized an 8-yard dumpster during September.

Above are visual observations of landfilled materials and items and to the left is the 8-yard dumpster.

Trash disposal was heaviest during the month of October, when the building was scheduled to be torn down.

A total of 17 trash services were provided.

The site had one trash service in June, 2 in July, 1 8-yard service in September and one in 13 October. See Images 4 and 5 for dumpster material observations during June and July.

**Image 4: Schoonover Building June Trash Materials and Items**



**Image 5: Schoonover Building July Trash Materials and Items**

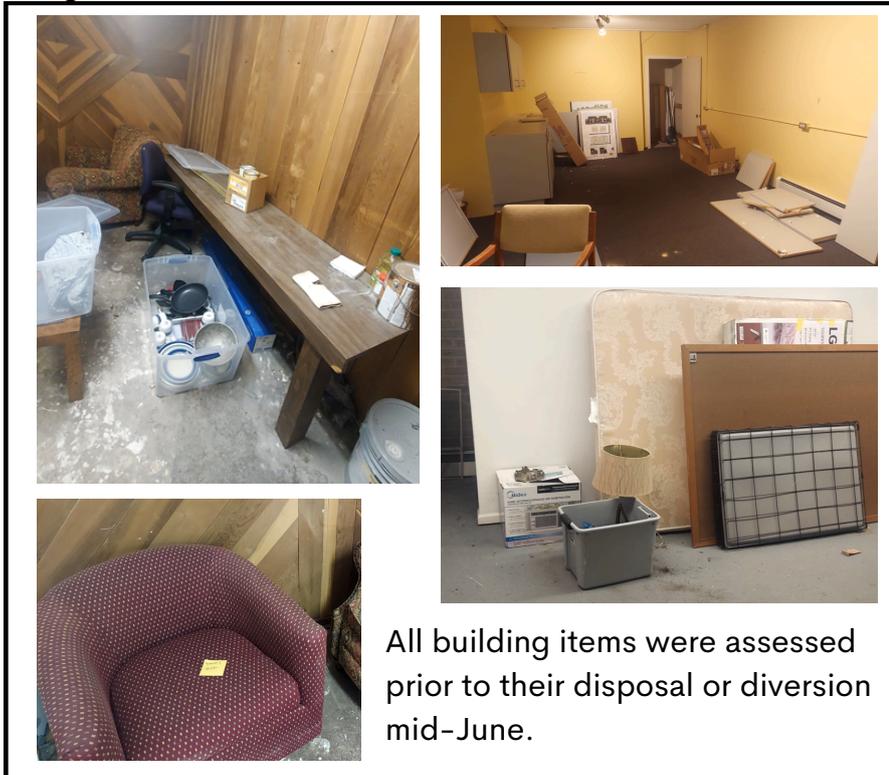


The majority trashed materials and items came from the building's 4 apartments, offices, and basement areas. However, not all building items were landfilled. The project was able to divert additional home good items and materials once office personnel and tenants removed materials and objects they intended to take.

Before any items were landfilled from interior spaces, they were offered to the local community and site workers.

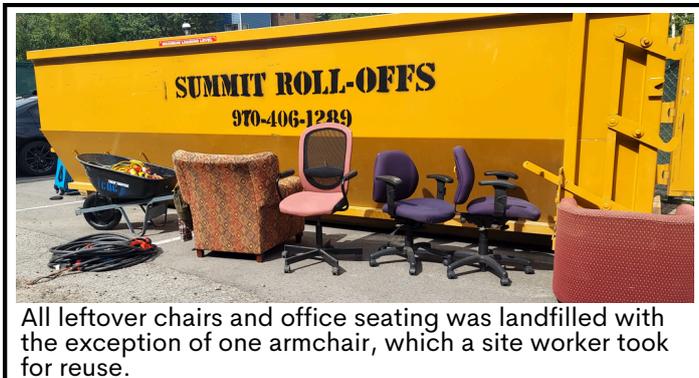
Items and materials that were left in the basement areas were landfilled due to the state of their condition or items not welcomed at donations centers. The items and materials that were diverted from the areas can be found in the report's Deconstruction and Donation section on Page 14. Image 6 below shows basement area landfilled items and materials.

**Image 6: Schoonover Basement Area Trash Materials and Items**

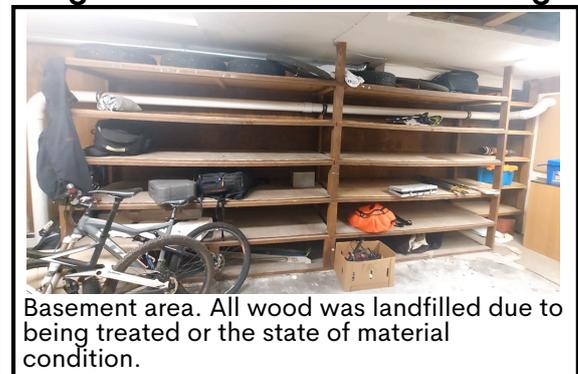


Wood and lumber products in the basement area were treated or in states of conditions that were not salvageable. Office area chairs were in non-salvageable conditions as well. Images 7 and 8 display chairs and shelves.

**Image 7: Schoonover Basement Seating Trash Items**



**Image 8: Basement Wood Shelving**



The building's demolition took 5-6 weeks to complete. Given the condition of building materials or them being treated, the building and roofing was non-salvageable. Image 9 shows various times of demolithment and progress of it.

### Image 9: Schoonover Exterior Demolition



## Recycle

The project's recycle streams were mattresses, concrete, and scrap metal. Figure 4 shows what was recovered from the interior and exterior of the building. A total of 401,780 pounds (200.89 tons) of materials were recycled from the project.

**Figure 4: Project Recycle Items and Materials**

Recycle (Interior)	Recycle Exterior)
<ul style="list-style-type: none"><li>• <b>Mattresses</b></li><li>• <b>scrap metal, non-appliances, wiring</b></li><li>• <b>Appliances</b></li></ul>	<ul style="list-style-type: none"><li>• <b>scrap metal</b></li><li>• <b>concrete</b></li></ul>

In Summit County, the top recoverable Construction & Demolition (C&D) materials are scrap metal, cardboard, concrete, and asphalt. If dimensional lumber was accepted for recycling at the time of demolition, it is estimate that 70-100 yards of clean material could have been deconstructed and diverted and repurposed through a lumber diversion program. This is the equivalent having no more than 5 20-yard dumpster loads of materials.

If the interior wood would've been deconstructed and diverted, additional cost of labor, dumpsters, disposal, and transportation would had to have been factored as well as site space to accommodate 3 20-30 yard dumpsters along with other site equipment and general contracting staff vehicles.

### Mattresses

Mattresses that were left, and, in acceptable program collection conditions, were taken to the SCRAP for recycling in June. From there, they are transported to an organization in Denver for dismantling and recycling. 250-300 pounds of mattress materials were estimated to be diverted.

**Image 10: Mattress Recycling**



## Concrete

Concrete was the top diverted material from the site. Removal and diversion took place during October and November and it was the last of recyclable material to be removed.

A total of 386,380 pounds (193.19 tons) of clean concrete was removed and diverted. A local private facility took the materials for remediation repurposing. 13 concrete dumpster hauls took place in the course of 2 weeks. A 30-yard dumpster was utilized for material collection. See Image 11 for site concrete work.

**Image 11: Site Concrete Demolition Work**



Images provided by general contractor. October 2024.

## Scrap Metal

The project's second top diverted recyclable was scrap metal which came in the form of appliances, wiring, beams and piping.

Scrap metal recycling began in June and was sporadic throughout the project. The last collection and disposal of it took place in October. An estimated 15,000 pounds of scrap metal was collected and diverted. Scrap metal was either recycled or collected for repurposing such as the site's metal beams that were recovered (see the report's Deconstruction and Diversion section).

6,500 pounds of material was recycled at the SCRAP, 2,000 pounds of Copper was removed from the general contracting team and taken to a facility in Denver, 1,500 pounds of electrical wiring was collected and diverted, and 5,000 pounds of steel beams were collected and donated to a local community member for repurposing. All scrap metal collections were free of contamination.

In order to distinguish between "Trash" and "Scrap Metal" dumpsters, signs in English and in Spanish were placed on the scrap metal dumpster as well as a material collection sign with guidelines in Spanish. See Image 12.

**Image 12: Site Scrap metal Container**



Images 13 - 15 show various scrap metal collections, disposal, and diversion throughout the demolition process.

**Image 13: Site Scrap metal Container Collections**



**Image 14: Scrap metal: Steel Beams**



**Image 15: Scrap Metal Copper Recycling**



## Household Hazardous Waste

Household Hazardous Waste (HHW) items and materials included paint, cleaners, CFL lightbulbs, and sealants that were left from building tenants.

A material collection station was positioned on the second floor. All materials were taken to the Summit County Resource Allocation Park (SCRAP) for material disposal and recycling.

**Image 16: Site Household Hazardous Waste Collection**



**Image 17: Site CFL Lightbulb Collection**



## 4 Project Deconstruction and Donations

The materials and items that were salvageable include: outdoor decking, certain appliances, cabinetry, some household goods, and small furniture pieces. Please see Figure 5 for a list of deconstructed and donated materials and items.

**Figure 5: Project Donation Items and Materials**

Donation/Reuse (Interior)	Donations/Reuse (Exterior)
<ul style="list-style-type: none"><li>• Interior steel beams</li><li>• 4 standard refrigerators; 1 mini refrigerator</li><li>• 3 microwaves</li></ul>	<ul style="list-style-type: none"><li>• Decking</li><li>• Hand railing</li><li>• Stairs</li></ul>

Since there is no local building supply store or donation center that accepts construction or deconstruction materials, VERT Sites and the general contractor reached out to internal networks for material and item donations. The local Habitat for Humanity store accepted one coffee table and a lounge chair.

### ***Outdoor Decking***

The general contracting team was able to disassemble and salvage the exterior decking on the east and north side of the building and VERT Sites coordinated with the Summit High School's Careers in Construction program for donation and reuse. Images 18-20 show the process of deconstruction, collection, and donation.

**Image 18: Outdoor Decking East and South Side Pre-Deconstruction**



**Image 19: Before and After Images of Southside Decking**



**Image 20: Careers in Construction Program Site Lumber Donation**



## Schoonover Offices and Apartments

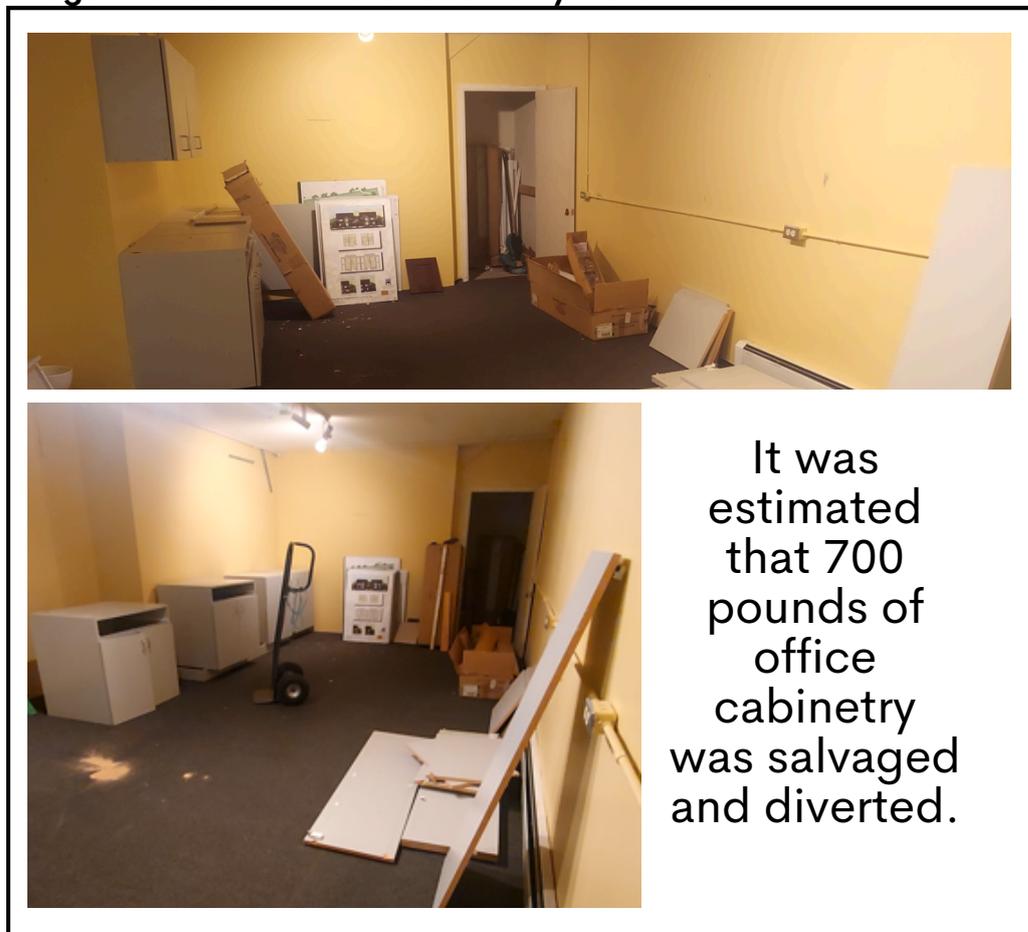
### Office Areas

The main level and basement office area cabinetry was removed and repurposed by a local community member who hauled all materials off site. See before and after photos in Image 21 and 22.

**Image 21: Main Level Cabinetry Donations**



**Image 22: Basement Level Cabinetry Donations**



## **Apartments**

3 of the 4 apartments contained items that were considered salvageable and donatable.

Apartment 3 below is a great example of items in non-salvageable states. All items were landfilled from the unit except for the room's sink, stove burner, and microwave. The kitchen items were recycled with scrap metal.

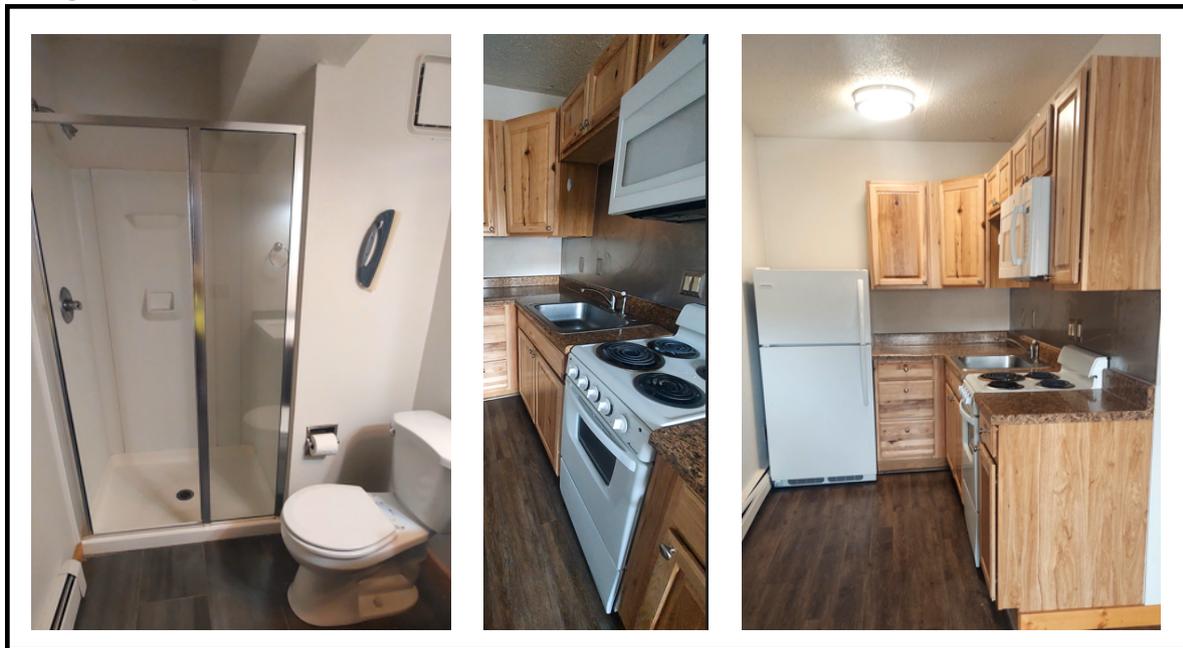
**Image 23: Apartment 3 Landfilled Materials and Items**



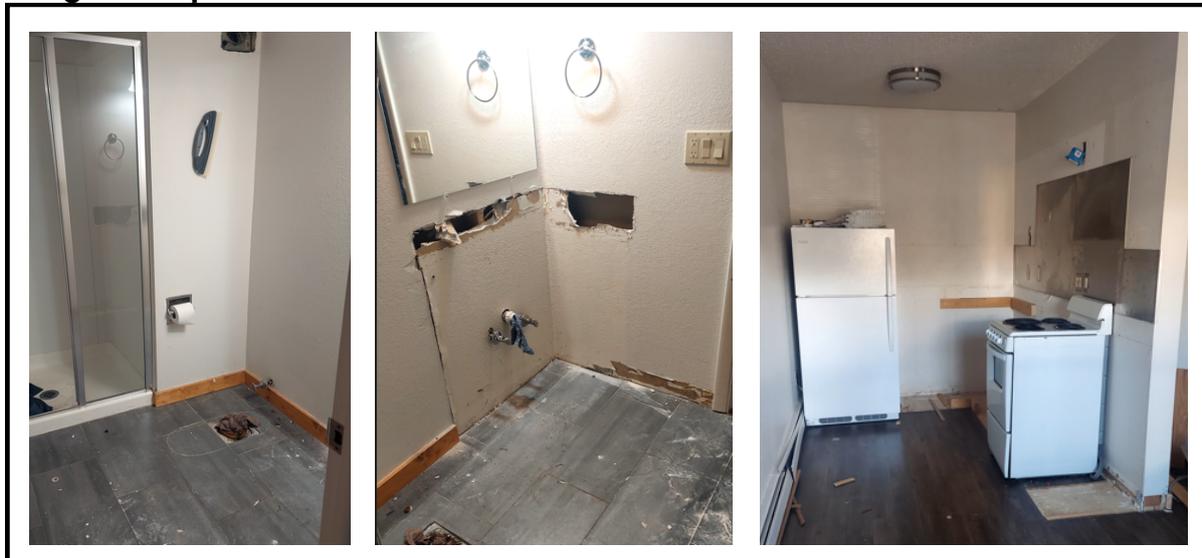
Apartment 1 was the only apartment with all salvageable items inside. The apartment's kitchen cabinetry, appliances, furniture, and bathroom fixtures were all donated or taken by a community member.

Image 24 shows the apartment in a pre-demolition walk-through and Image 25 shows post walk-through.

**Image 24: Apartment 1 Interior Pre-Demolition**



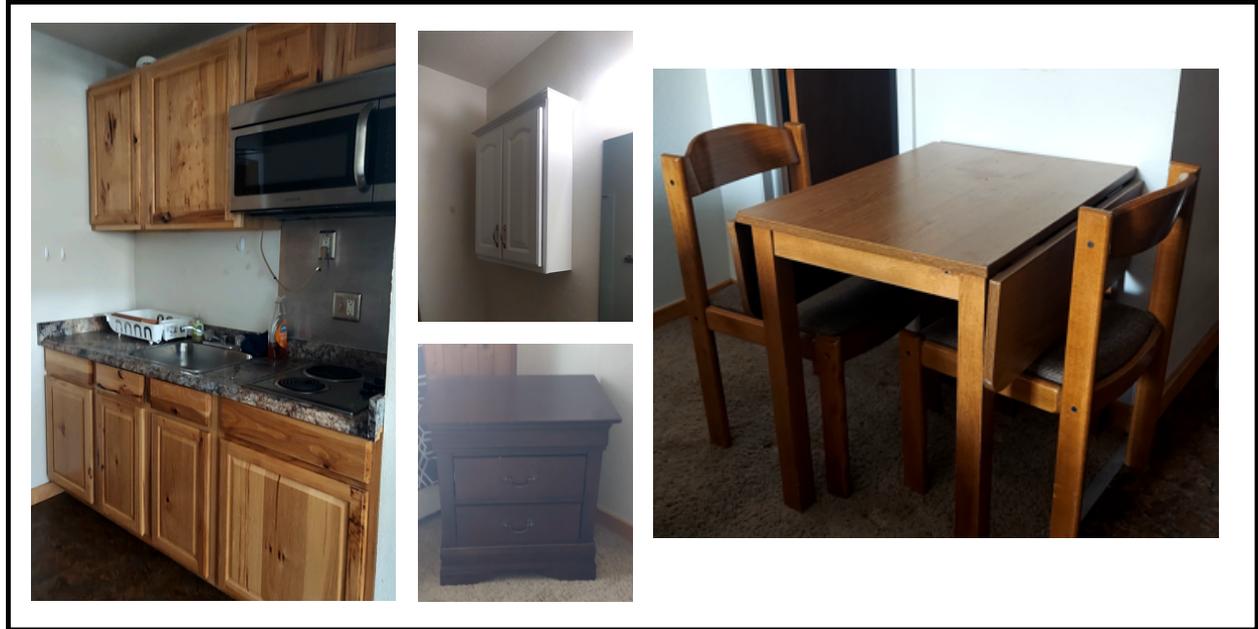
**Image 25: Apartment 1 Interior Post-Demolition**



Apartment 2 salvageable items included cabinetry, appliances, a night stand, bathroom cabinet, and small table and set of chairs.

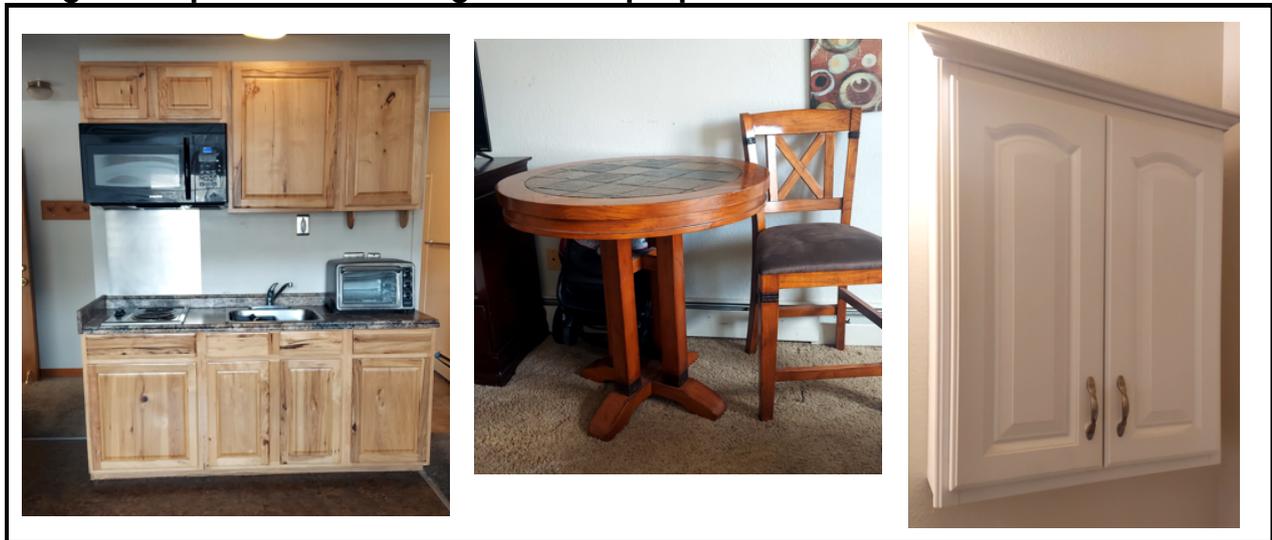
A small damaged armoire and couch was thrown away from the unit.

**Image 26: Apartment 2 Salvaged and Donated Items**



Lastly, Apartment 4 recovered items include a small dining table and chair, kitchen appliances and cabinetry, and a bathroom cabinet. Image 27 shows items and their conditions.

**Image 27: Apartment 4 Salvaged and Repurposed Items**



## 5. Materials Management Report

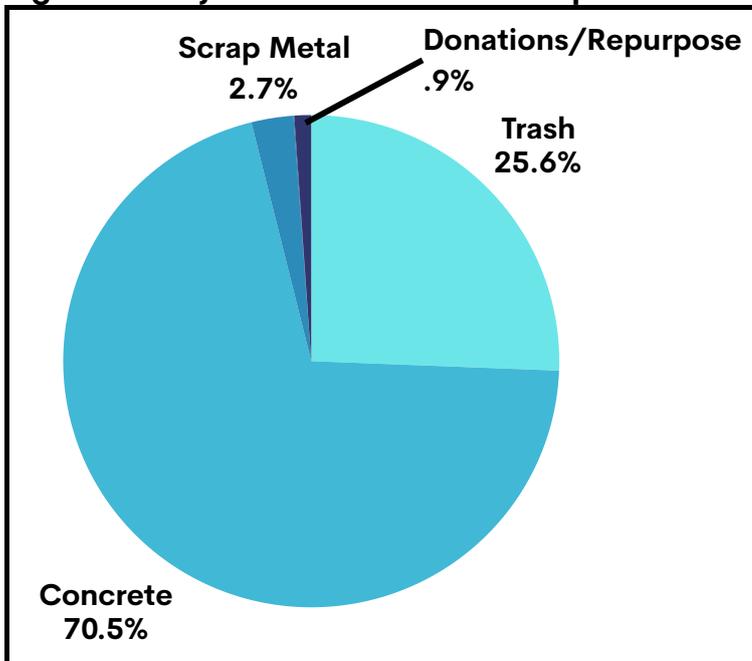
The project achieved a 74% material diversion rate.

Concrete was the largest amount of recycled material generated as well as the largest amount of material generated during the project. Trash was the second largest material stream followed by scrap metal, donations, and mattress. See Table 1 for project disposal and diversion. It is estimated that 300 pounds of Household Hazardous Waste was also collected and properly disposed.

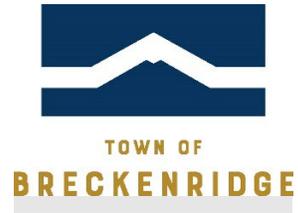
**Table 1: Project Disposal & Diversion**

Material Stream	Pounds	Hauls	Disposal Site(s)
Concrete	386,480	13	PEAK Materials
Trash	140,380	17	SCRAP
Scrap Metal	15,000	5	SCRAP & a Denver-based scrap yard
Donations/Repurpose	3,500	7-10	Various local community members
Mattresses	300	1	SCRAP

**Figure 6: Project Material Stream Disposal & Diversion**



**74%  
Material  
Diversion  
Rate**



# Memo

**To:** Town Council  
**From:** Mobility Staff  
**Date:** 3/19/2025 (for 3/25/2025 work session)  
**Subject:** Mobility Update

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## Parking:

South Gondola Garage – After feedback from Council last week, we have re-sized the Parking sign on the North side of the structure to 48” from 36”.

Airport Lot – At the beginning of April, signage will be placed at the entrances to Airport Lot stating the area will be closing permanently May 12<sup>th</sup> to allow for the initial work of the Runway neighborhood to begin. All overnight parking for standard size vehicles will be in the current overnight area on the east side of the Stephen C. West Ice Arena. We are working through a plan to allow for limited oversize vehicle (20 feet and longer) overnight parking, of which we will have more information by May 1<sup>st</sup>. All overnight parking will continue to have a cost associated with it along with the same time limit of 14 days in a calendar year. Breck Park is working to update their website information as well as reaching out to businesses that reference free and overnight parking in Breckenridge with this updated information.

Town Lots and Streets Report – The pages below show data relating to the parking areas that the Town oversees, including South Gondola Garage. This lot specifically tends to skew data as that lot requires a flat rate, full day payment from 6am to 3pm while other lots allow for hourly selections. In total, the town controls just over 2,200 PAID parking spaces available to the public. This number does not include permit only or privately owned lots, like East Sawmill and North Gondola.

- The first page shows an average of how many vehicles are parking on any given day, how many vehicles move zones and where they are parking.
- The following three pages use heat mapping to point out high numbers (red) to low numbers (green). The South Gondola Garage data impacts heat mapping and we will look at how to improve that visual in the future.
- The second page shows average length of stay; this chart is skewed by the South Gondola Garage flat rate structure. Removing that lot from the equation, the average parking session is 2.6 hours, indicating the pricing strategy of increasing at the 4<sup>th</sup> hour is creating intended turnover.
- The third page shows when and where vehicles are parking. These charts are skewed by the differing times at which paid parking begins. Taking that into account, you still get a good perspective of when vehicles are moving around Town. Those times should come as no surprise.
- The final page notes multiple parking sessions. Historic Council goals have set an occupancy rate of 85%, meaning there should be 15% empty parking stalls at any given time. Over the last three years, we have adjusted parking rates to fine tune turnover. Previous data shows we are seeing the desired results.

# Town of Breckenridge Parking - Streets and Lots



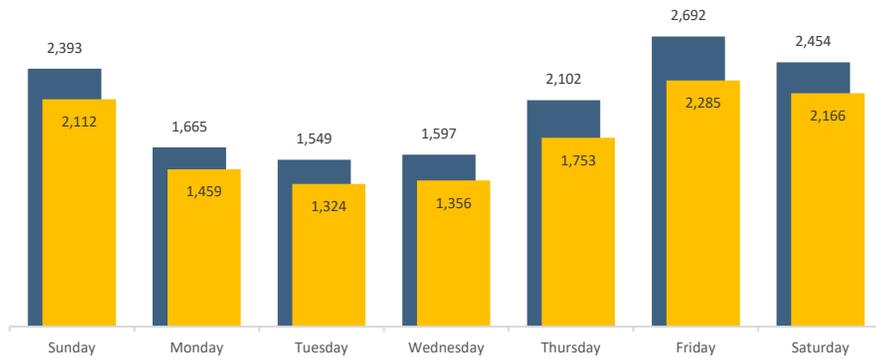
## OPTIMAL SPACE UTILIZATION ANALYSIS

February 2025

### Parking Sessions

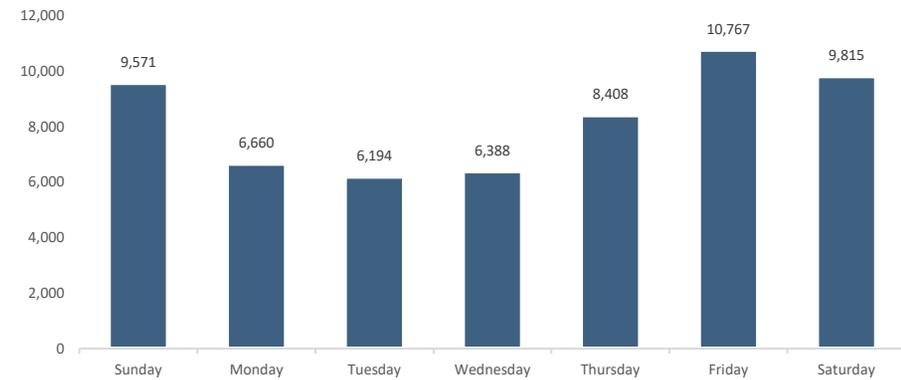
Total parking sessions	57,803
Total Distinct Visitors	35,472
Average Daily Parking Sessions	2,064

Average Parking Sessions Count and Average Distinct Visitors Count by Day of Week

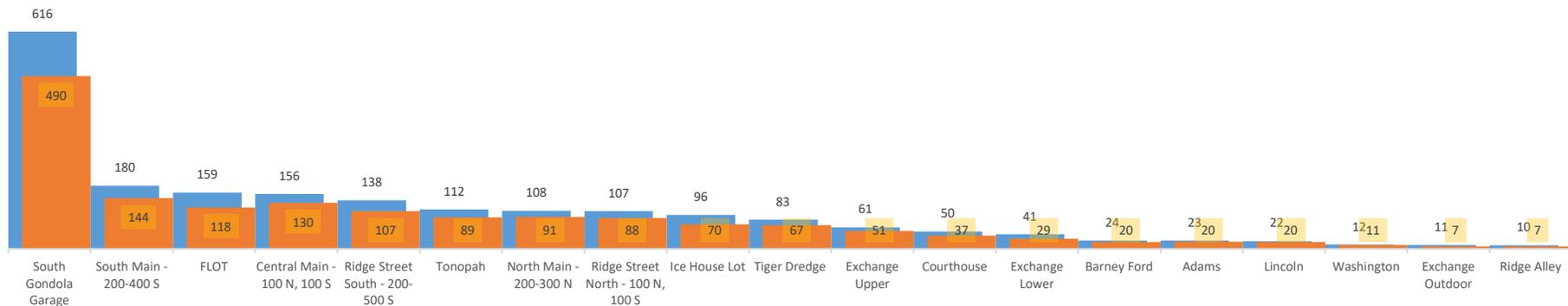


Total Parking Sessions by Day of Week

All sessions in period by day of week



Average Parking Sessions and Average Distinct Visitors by Zone



\* Customer Operational Purposes Only - Adjustments for Credit Card Authorizations and Bank Reconciliations will be made separately

# Town of Breckenridge Parking - Streets and Lots



## OPTIMAL SPACE UTILIZATION ANALYSIS

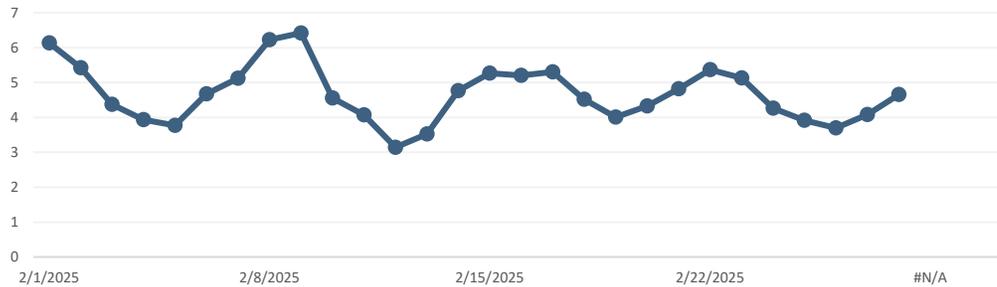
February 2025

### Duration

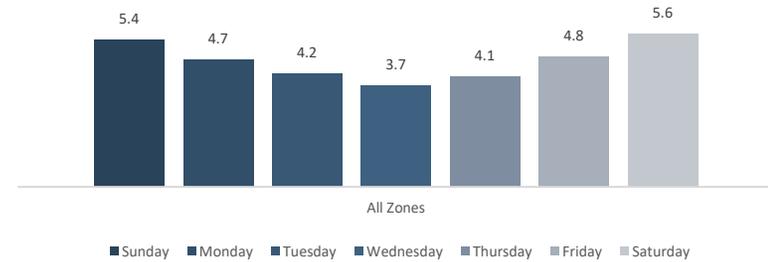
Average Duration of parking Sessions (hrs)

5

Average Duration of parking Sessions (hrs)



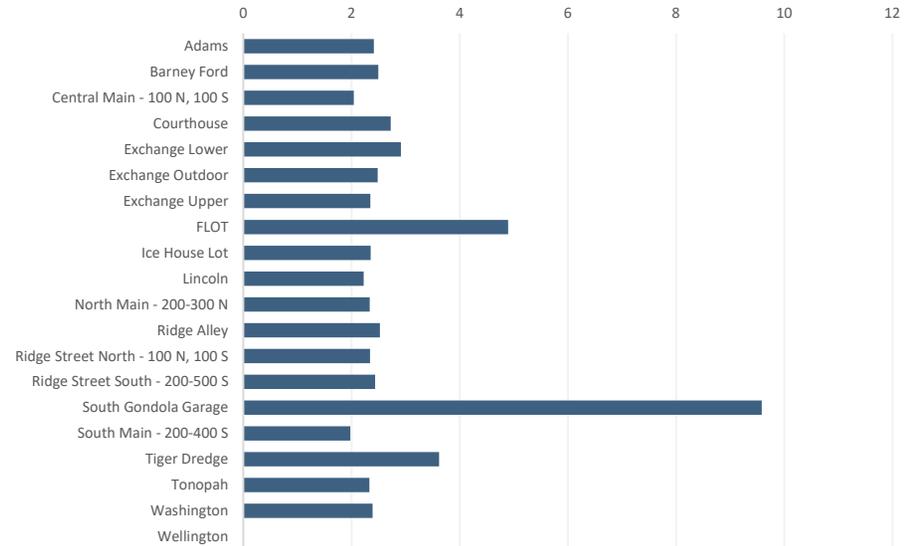
Average Parking Session Duration by Day of Week (hrs)



Average Parking Session Duration by Zone and Day of Week (hrs)

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	All Days
Adams	2.3	2.4	2.4	2.2	2.1	2.5	3.0	2.4
Barney Ford	2.6	2.3	2.2	2.5	2.4	2.6	2.7	2.5
Central Main - 100 N, 100 S	2.1	2.0	1.9	2.1	2.0	2.0	2.2	2.0
Courthouse	2.6	2.8	2.7	2.7	2.8	2.7	2.8	2.7
Exchange Lower	2.7	3.0	3.0	3.1	2.9	2.7	3.1	2.9
Exchange Outdoor	2.4	1.8	3.2	2.6	2.4	2.6	2.4	2.5
Exchange Upper	2.4	2.4	2.1	2.2	2.4	2.3	2.7	2.4
FLOT	5.1	5.0	4.7	4.4	4.7	5.0	5.1	4.9
Ice House Lot	2.5	2.4	2.2	2.1	2.3	2.3	2.6	2.4
Lincoln	2.2	2.0	2.2	2.3	2.2	2.3	2.4	2.2
North Main - 200-300 N	2.4	2.3	2.2	2.2	2.3	2.4	2.6	2.3
Ridge Alley	2.8	2.4	3.0	2.3	2.4	2.3	2.7	2.5
Ridge Street North - 100 N, 100 S	2.5	2.3	2.2	2.4	2.2	2.3	2.5	2.3
Ridge Street South - 200-500 S	2.4	2.4	2.4	2.5	2.4	2.4	2.6	2.4
South Gondola Garage	10.1	9.5	9.4	9.3	9.2	9.2	9.9	9.6
South Main - 200-400 S	2.1	1.9	1.9	1.9	2.0	1.9	2.2	2.0
Tiger Dredge	4.0	3.3	3.3	2.7	3.3	3.8	4.2	3.6
Tonopah	2.4	2.2	2.1	2.2	2.3	2.3	2.7	2.3
Washington	2.5	2.4	2.0	2.4	2.5	2.2	2.7	2.4
Wellington								
All Zones	5	5	4	4	4	5	6	

Average Parking Session Duration by Zone (hrs)



\* Customer Operational Purposes Only - Adjustments for Credit Card Authorizations and Bank Reconciliations will be made separately

# Town of Breckenridge Parking - Streets and Lots



## OPTIMAL SPACE UTILIZATION ANALYSIS

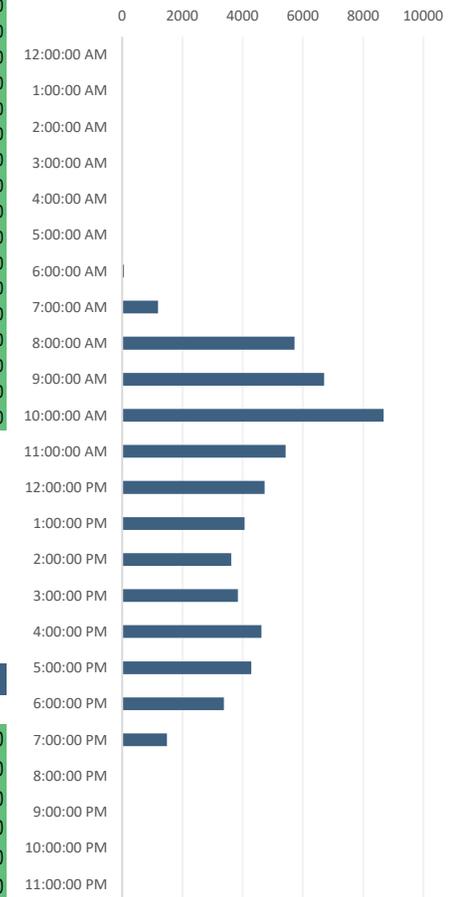
February 2025

### Time

Count of Parking Sessions by Hour

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Adams	0	0	0	0	0	0	0	0	0	0	111	63	39	54	68	55	74	87	68	34	0	0	0	0
Barney Ford	0	0	0	0	0	0	0	0	0	0	92	65	66	48	51	66	86	85	65	36	0	0	0	0
Central Main - 100 N, 100 S	0	0	0	0	0	0	0	1	24	132	622	415	397	360	408	462	462	470	434	173	0	0	0	0
Courthouse	0	0	0	0	0	0	0	0	0	0	213	130	121	87	116	137	205	191	132	57	0	0	0	0
Exchange Lower	0	0	0	0	0	0	0	0	0	0	178	96	118	91	97	109	139	170	113	43	0	0	0	0
Exchange Outdoor	0	0	0	0	0	0	0	0	0	0	30	38	33	27	18	25	36	56	33	11	0	0	0	0
Exchange Upper	0	0	0	0	0	0	0	0	0	0	141	161	173	158	129	139	237	270	210	101	0	0	0	0
FLOT	0	0	0	0	0	0	11	418	1,244	654	314	298	348	300	348	276	253	0	0	0	0	0	0	0
Ice House Lot	0	0	0	0	0	0	0	1	11	61	552	233	240	197	190	249	334	307	208	115	0	0	0	0
Lincoln	0	0	0	0	0	0	0	0	0	0	82	65	69	59	52	64	79	64	52	36	0	0	0	0
North Main - 200-300 N	0	0	0	0	0	0	1	4	32	69	543	278	250	266	226	285	371	328	277	96	0	0	0	0
Ridge Alley	0	0	0	0	0	0	0	0	0	0	41	34	28	31	25	21	25	48	18	3	0	0	0	0
Ridge Street North - 100 N, 100 S	0	0	0	0	0	0	0	0	0	0	346	278	275	271	248	281	372	442	317	168	0	0	0	0
Ridge Street South - 200-500 S	0	0	0	0	0	0	0	0	0	0	550	358	353	327	315	396	516	460	408	182	0	0	0	0
South Gondola Garage	0	0	0	0	0	0	50	667	3,841	4,901	3,110	1,788	1,092	628	279	316	255	181	107	38	0	0	0	0
South Main - 200-400 S	0	0	0	0	0	0	0	4	28	180	700	505	431	452	468	474	575	542	448	221	0	0	0	0
Tiger Dredge	0	0	0	0	0	0	2	90	404	475	387	219	261	277	205	0	0	0	0	0	0	0	0	0
Tonopah	0	0	0	0	0	0	0	2	19	66	479	260	292	278	255	321	387	346	307	119	0	0	0	0
Washington	0	0	0	0	0	0	0	0	0	5	53	48	27	26	22	29	37	46	33	13	0	0	0	0

What hour of day visitors parked



Count of Parking Sessions by Day and Hour

	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
Sunday	0	0	0	0	0	24	327	1,355	1,445	1,408	750	759	661	529	567	656	527	404	159	0	0	0	0	
Monday	0	0	0	0	0	5	92	592	693	1,171	714	555	440	427	433	503	490	403	142	0	0	0	0	
Tuesday	0	0	0	0	0	2	73	504	562	946	606	514	418	398	423	599	550	390	209	0	0	0	0	
Wednesday	0	0	0	0	0	3	63	322	472	881	656	589	507	442	470	646	653	476	208	0	0	0	0	
Thursday	0	0	0	0	0	3	102	503	701	1,388	896	732	632	580	651	753	685	558	224	0	0	0	0	
Friday	0	0	0	0	0	3	177	866	1,258	1,742	1,156	884	758	666	727	797	776	654	303	0	0	0	0	
Saturday	0	0	0	0	0	25	356	1,577	1,569	1,147	646	700	646	579	575	666	602	489	238	0	0	0	0	

\* Customer Operational Purposes Only - Adjustments for Credit Card Authorizations and Bank Reconciliations will be made separately

# Town of Breckenridge Parking - Streets and Lots



OPTIMAL SPACE UTILIZATION ANALYSIS

February 2025

## Multi Visit

### Multiple Parking Sessions Count

	2	3	4	5	6	7	8
Adams	135	13	3	0	2	0	0
Barney Ford	111	10	2	0	0	0	0
Central Main - 100 N, 100 S	891	205	50	4	1	0	0
Courthouse	212	29	0	0	3	0	0
Exchange Lower	172	29	5	0	0	0	0
Exchange Outdoor	62	4	1	0	0	0	0
Exchange Upper	295	40	5	2	0	0	0
FLOT	590	64	3	5	0	0	0
Ice House Lot	504	102	24	0	0	0	0
Lincoln	98	16	0	0	0	0	0
North Main - 200-300 N	578	91	20	1	0	0	0
Ridge Alley	58	7	0	0	0	0	0
Ridge Street North - 100 N, 100 S	486	69	3	1	0	0	0
Ridge Street South - 200-500 S	671	81	13	1	6	0	0
South Gondola Garage	752	72	6	0	0	0	0
South Main - 200-400 S	1,178	186	32	4	1	0	0
Tiger Dredge	266	41	3	0	1	0	0
Tonopah	587	86	11	1	4	0	0
Washington	64	10	2	0	0	0	0

When a visitor visits more than one zone in a day, each visit is counted in the columns named "parking count". Rows represent each zone in which they parked. Columns represent the number of zones in which a customer has parked in a single day. (column "2" is two visits, column "6" is a visitor that parked in 6 zones in a day)

Where the zone name and the number of multiple parking sessions cross the resulting number represents how many of these multiple sessions occurred in that zone.

#### Example:

On June 10th visitor with plate abc123 parks on Adams street in the morning and then moves to the Courthouse lot in the afternoon.

The visitor is counted as one who visits more than one zone in a day. Specifically, they are counted as a "2" visit visitor. Each zone's count of visitors will be incremented by one.

(Adams, "2") will increment +1 and (Courthouse, "2") will as well.

Had the visitor abc123 parked in a 3rd zone, such as Lincoln street in the same day, all three counts would have been added to the "3" column: (Adams, "3"), (Courthouse, "3"), and (Lincoln, "3") will increment +1.

\* Customer Operational Purposes Only - Adjustments for Credit Card Authorizations and Bank Reconciliations will be made separately



# Memo

To: Town Council  
From: Sustainability Staff  
Date: 3/25/25  
Subject: Sustainability Update

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## Materials Management

### Plastics

The Town Attorney will be presenting the Amended and Restated Ordinance to Reduce Single-Use Plastics and Recycled Carryout Bag Fee for first reading under legislative business. Staff is recommending the changes as reflected in the proposed amended and restated ordinance, which include:

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

### PAYT/URO

Staff met with SCRAP, HC3 and haulers the week of March 17<sup>th</sup> to discuss compliance progress for Universal Recycling. In general, haulers are working toward deploying 100% of commercial customers with recycling service with some known variance requests pending. Staff shared [hardship resources](#) and the [material management grant program](#) with haulers to ensure customers are aware of their assistance options.

### Strong Future Community Recycling Grants

The High Country Conservation Center is now accepting applications for Strong Future Community Recycling Grants of up to \$75,000. Non-profits, schools, businesses, and homeowners' associations are all encouraged to apply. Made possible by the Strong Future ballot measure passed by voters in 2018, these competitive grants aim to support local organizations and government agencies in waste prevention and reduction efforts. Applications, available in both English and Spanish, are due by 5:00pm on Sunday, June 1<sup>st</sup>. LEARN MORE & APPLY: [HighCountryConservation.org/grants](https://HighCountryConservation.org/grants).

### Building Energy Code Adoption

The Town hosted its first building energy code stakeholder meeting on March 13<sup>th</sup> to present information on the timeline, state grant and technical support, workforce scholarship program, and energy code comparisons. The information was well received and staff collected questions and comments to help inform the process. There was a lot of interest from the contractors for assistance in purchasing equipment like thermal cameras and blower doors as well as group trainings for certifications, all of which are supported by Colorado Energy Office grant funding. Next steps are to issue an RFP for a code consultant to help with analysis and code drafting, [open scholarship applications to the public](#), and schedule the next stakeholder meetings.



*Attendees of the March 13, 2025 industry stakeholder meeting for building energy code adoption.*

## **Mobility**

### **E-Delivery Pilot**

Staff would like to take some time with the Council during the work session to discuss next steps for Phase 2 of the E-Delivery Pilot and seek direction from Council on a plan for full implementation.

### **Background**

The [E-Delivery Pilot](#) is an innovative approach to improving safety and guest experience along Main St and the Riverwalk corridor. Participating food and beverage distributors deliver product to a centralized delivery dock to be transferred onto small electric carts operated by 106West Logistics, completing the last mile delivery to customers in the service area. By reducing the number of large delivery trucks in the downtown core, the program increases safety for pedestrians and bicyclists in these critical areas and improves overall resident and guest experience. Delivery efficiency is improved as distributors only need to make one stop rather than several, saving them time and expense on their routes. Reduced driving and idling time of delivery trucks also improves local air quality and lowers GHG emissions as a direct result.

In its initial planning phase, staff worked with 106West Logistics to determine the most efficient location and size for the temporary loading dock. As originally proposed, the site selected was the south end of the Tiger Dredge parking lot known as “the horseshoe” with a dock sized at 4,700 square feet. Town staff requested downsizing the dock in the program’s current location in Parkway Center to lower the costs associated with what was only approved as a pilot. As a result, the temporary sprung structure size was reduced to 2,400 sq ft. During the planning phase, the sale of the Parkway Center simultaneously occurred. The change in ownership provided an opportunity for the Town to lease the vacant lot on French St for the E-Delivery program. Construction of the dock was completed in November of 2024.

The E-Delivery Pilot has operated as a voluntary program for food and beverage distributors since its launch on November 11, 2024, with a secondary goal to collect vendor data and community feedback. The data collected during the pilot period has been compiled to inform the discussion below.

### **Program Goals**

- To improve safety and guest experience in and around Breckenridge's Main Street and Riverwalk corridor
- To reduce vehicular traffic and improve delivery efficiency
- To reduce idle times and vehicle miles travelled to improve local air quality



*Trucks docked and unloading goods at the Breckenridge E-Delivery facility.*

### Previous Public Outreach

**E-Delivery Roundtable #1:** May 10, 2024 - 10AM-11:30AM - Public Works Conference Room, 1095 Airport Rd

**Tour the Vail Loading & Delivery dock and program:** May 23, 2024 7am - 9am - Park at Vail Village Parking Structure. 241 E Meadow Dr. Vail, CO 81657. An in-person tour of the Vail loading and delivery dock, come see this type of program in-action.

**E-Delivery Roundtable #2:** May 23, 2024 - 11:30AM - 1PM - Public Works Conference Room, 1095 Airport Rd

**Breckenridge Restaurant Association Meeting:** June 5, 2024 - 9AM - Town Council Chambers, 150 Ski Hill Rd.

**Breckenridge Restaurant Association Meeting:** December 4, 2024 – 9am - Fatty’s Pizzeria

### Phase 1 Results

During Phase 1 of the pilot program, 106West brought on 12 vendors with US Foods the most recent addition. During that time, 106West has been conducting outreach to vendors not currently participating in the program to better understand truck deployment, case counts, and other important data to help inform the logistical capacity of the program. After a full winter season with six operational staff and three active carts supporting logistics, the program has removed 706+ trucks from downtown, delivered 100,314+ cases of product, and reduced an estimated 23,864 lbs of local emissions. After launching the cardboard recovery portion of the program on February 27, 2025, 106West has recovered 30 cubic yards of clean, sorted cardboard from select retailers.

In addition to the qualitative data, we have received feedback on the program that help illustrate the pilot is achieving the intended results. Staff has heard from businesses that deliveries are being made on time with great customer service. Residents and business owners have called to report trucks that are out of compliance with delivery zone rules, and our trash and recycling haulers have reported less conflict in alleyways due to a reduction in truck traffic. Anecdotally, the community is aware of the program and is eager to achieve results for the community benefits outlined above.

## Phase 2

The 2025 budget for the program contemplates increasing staff by two and cart resources by one in order to serve the next phase of the pilot. Given the space constraints of the facility and the logistics of 30 minute delivery runs, there are two scenarios that are possible for Phase 2.

Scenario 1 - In previous discussions with the Council, it was expressed that a goal of Phase 2 should be to gain the participation of Shamrock, the largest distributor in Town. This would remove an average of **five additional trucks per week** (estimated one truck; five days a week). However, due to Shamrock's volume of deliveries, the space available to stage product would be significantly exceeded during peak delivery times. Taking on Shamrock would require additional administrative resources as well as require some level of capital improvement to address space shortages. Capital improvements could look like an insulated outbuilding with electrical service for cart storage and charging or an addition to the dock facility to increase the number of delivery bays and storage capacity.

Scenario 2 - There are ~20 other vendors who are not currently in the program that could participate in Phase 2 taking an **estimated 25 trucks per week** off the roads. These distributors have fewer delivery days per week and smaller case volumes but would result in a larger number of trucks removed. There is also greater flexibility over the course of the day with these vendors than Shamrock. The current space capacity of 2,400 sq ft is adequate to bring on these 20 vendors under the current year's budget. By taking these vendors out of play for delivery zones, it stands to reason that Shamrock would have better access to delivery zones, reducing the number of times the truck is parked obstructively and improving deliveries.

*Staff recommends scenario 2 for Phase 2 of the pilot as it removes a greater number of trucks and stays within the current year's budget.*

## Full Implementation

In order to reach full implementation with all vendors participating in the program, staff and 106West has determined the original proposal of 4,700 sq ft will be necessary to accommodate the 37+ vendors identified in town. This includes several linen providers in addition to Shamrock. It was estimated that Breckenridge's delivery volumes were 25-30% greater than Vail's program and the data has shown this to be the case throughout the pilot. Staff is interested in hearing from Council their interest in pursuing full implementation with the additional capital improvements required in 2026 or in future years.

## Concurrent and Next Steps

### *Delivery Zone Permits + Fees*

Staff is mapping current delivery zones and the impact delivery trucks have on the Town's infrastructure. Key questions are if the permit fees adequately cover the cost of maintaining the infrastructure, administering permits, and forgoing opportunity costs of public paid parking; and whether we can structure delivery zone permit fees and enforcement to incentivize the utilization of the E-Delivery program.

### *Docking Permits + Fees*

Based on the lessons learned from Town of Vail's program, staff is exploring a docking fee proposal that considers the size and volume of delivery trucks utilizing the E-Delivery program. Delivery efficiency is improved as distributors only need to make one stop rather than multiple throughout town saving them time and expense on their routes. Vail's model considers these savings and sets the docking fee accordingly. This revenue supports ~40% of the total contract cost of Vail's program. It has been expressed by some vendors who are voluntarily in the program that a docking permit fee should be considered only if everyone is participating or otherwise have a level playing field with those who are not in the program.

### *Codifying and Enforcing Delivery Zones*

The Town currently has marked delivery zones where permitted vendors are allowed to park for a limited time to deliver goods. Some delivery zones like the Riverwalk prohibit deliveries during certain times of day, but these regulations are loosely enforced. Staff is proposing to holistically evaluate delivery zones and the E-Delivery program together to ensure program costs, enforcement, and efficiencies are realized and enforceable. This may result in recommendations to clarify existing ordinances or proposals for new regulations.

### *Material Management*

106West has begun backhauling cardboard from some retail stores in the downtown area, diverting those materials from the shared enclosures and taking them to a dedicated cardboard roll-off adjacent to the dock. The goal of this effort is to evaluate whether we can divert enough cardboard from the shared enclosures to be able to downsize the recycling and trash containers and create space to add compost dumpsters. Town staff will be monitoring the enclosures over the next 6 weeks to determine if this approach has been effective.

The Colorado Circular Communities (C3) grant, formerly the Recycling Resources and Economic Opportunity (RREO) grant, recently opened for applications. This grant, authorized by HB24-1449 provides money from fees paid by solid waste disposal at Colorado landfills. Sustainability staff in coordination with the grants administrator are putting together a proposal to assist with the operations and equipment of the E-Delivery and Material Management program. Staff believes there is a good story to be told regarding the circularity of bringing food and beverage product into town and capturing packaging for recycling on the backend while reducing GHGs from large truck transportation. This cycle is a rolling deadline with a requirement to be able to start the project within 90 days of award notice. Staff's goal is to submit by the end of March.



# 106West Operations

<b>Single Operational Unit</b>	<b>Count</b>
Team Members	2
Cart	1

<b>Active Distributors</b>	<b>Timeline</b>	<b># of Active Operational Units</b>
12	Current	3
31	Spring 2025	4
37+	TBD	6

See additional slides for complete impact analysis for adding distributors and the necessary sqft originally suggested in January, 2024 (Tiger Dredge Proposal). Please note our suggested final 6 distributors include Shamrock. There are also unnamed, smaller distributors we will add upon full-implementation that do not impact this analysis.

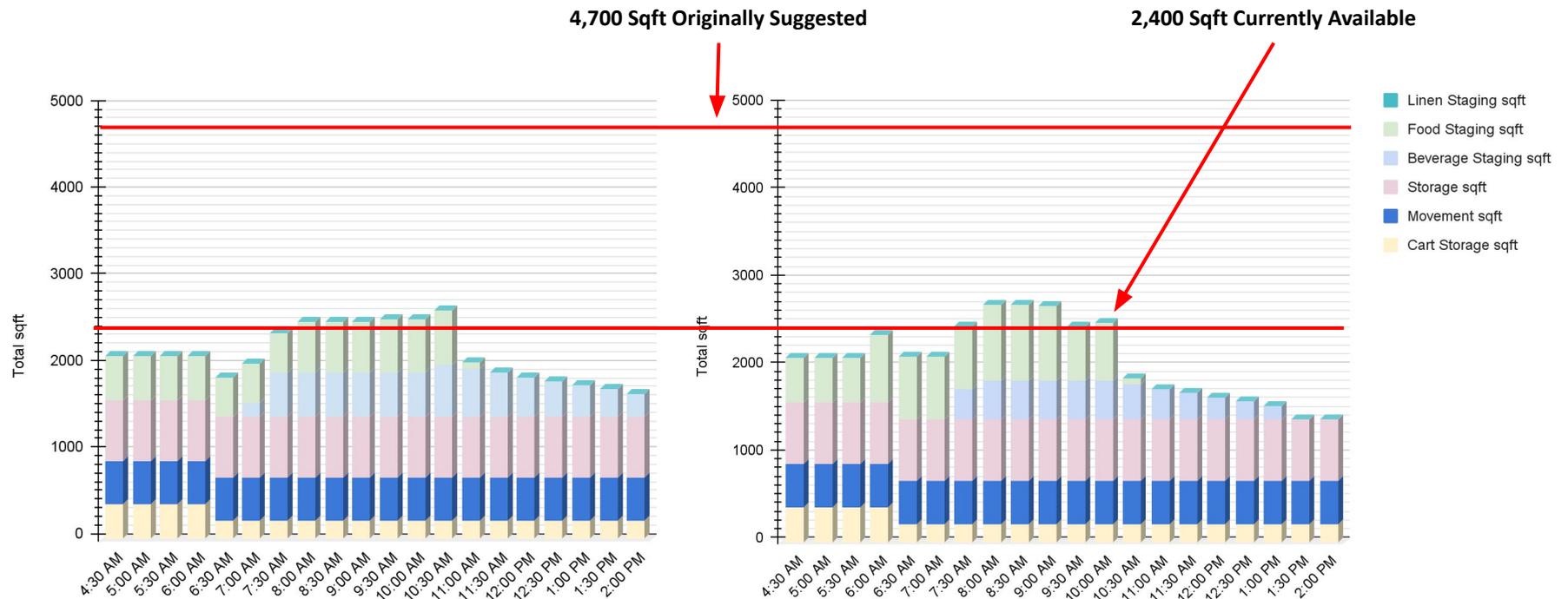


## Wednesday & Friday with 12 Active Distributors

Sysco Denver, Inc Mountain Beverage Co Elite Brands of Colorado RNDC What Chefs Want US Foods	Breakthru Beverage Colorado Intermountain Distributing Company Altamira Seattle Fish Company Vail Mountain Coffee and Tea Cheese Importers
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# of Operational Units	3
Team Members	6
Carts	3

The following graphs depict the maximum square footage necessary to accommodate all of our active distributors at once on a Wednesday (left) and Friday (right) taking into account the program's current geographic scope and materials management support, as well as active 106West delivery in 30 min increments.



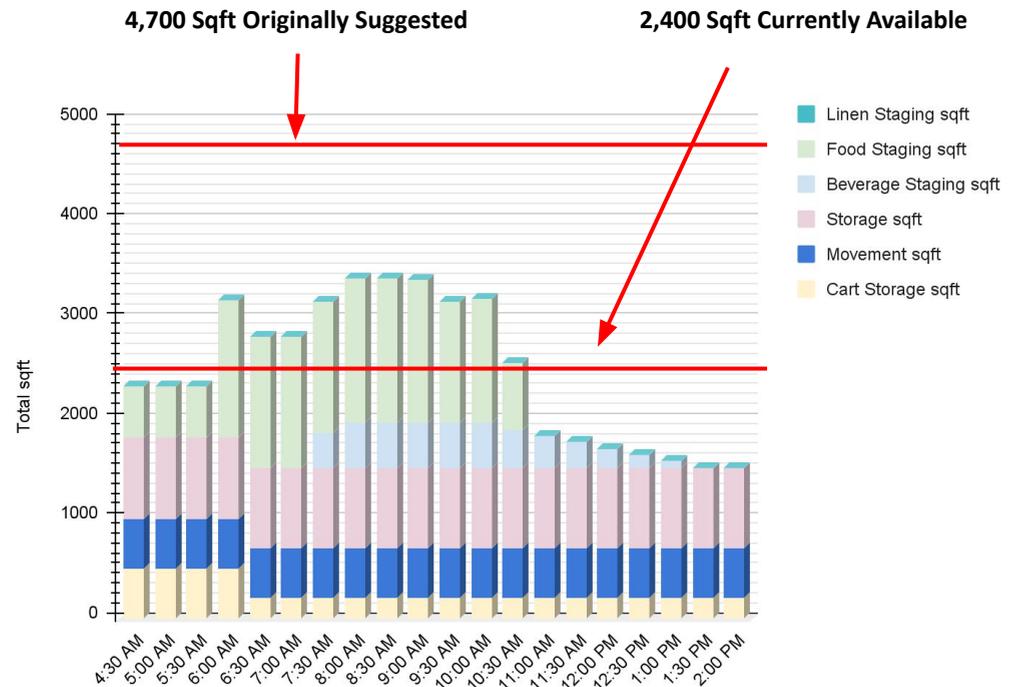


# Wednesday & Friday with only adding Shamrock and no other distributors 13 Active Distributors

Sysco Denver, Inc	Breakthru Beverage Colorado
Mountain Beverage co	Intermountain Distributing Company
Elite Brands of Colorado	Altamira
RNDC	Seattle Fish Company
What Chefs Want	Vail Mountain Coffee and Tea
US Foods	Cheese Importers
	<b>Shamrock</b>

# of Operational Units	4
Team Members	8
Carts	4

The following graphs depict the maximum square footage necessary to accommodate all of our active distributors at once on a Wednesday (left) and Friday (right) taking into account the program's current geographic scope and materials management support, as well as active 106West delivery in 30 min increments.



This is the quantifiable data working with Shamrock, it does not show the un-quantifiable data:

- Pass closures
- Weather
- Flat tire
- Etc

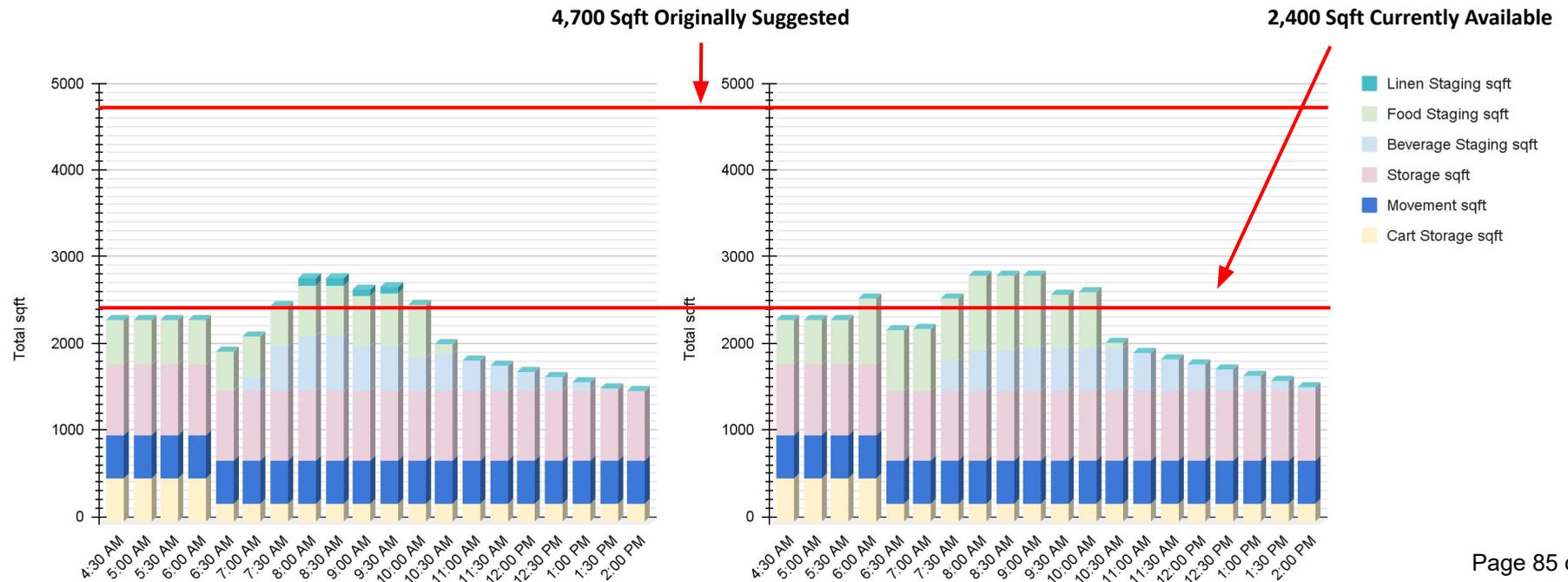


# Wednesday & Friday with 31 Active Distributors

Sysco Denver, Inc Mountain Beverage co Elite Brands of Colorado RNDC What Chefs Want US Foods	Breakthru Beverage Colorado Intermountain Distributing Company Altamira Seattle Fish Company Vail Mountain Coffee and Tea Cheese Importers	<b>CSA Distributing</b> <b>CTS Distributing</b> <b>CWE</b> <b>Empire Distributors of Colorado</b> <b>Maverick Wine Co</b> <b>Meadow Gold Dairy</b> <b>Synergy Fine Wines</b> <b>Vail Brewing Company</b> <b>Cintas</b> <b>Western Slope</b>	<b>Colorado Craft Distributing</b> <b>Western Distributing</b> <b>26 Craft Distributors</b> <b>Classic Beverage Company, LLC</b> <b>Wismettac Asian Foods</b> <b>Western Slope</b> <b>Rocky Mountain Water</b> <b>Swire Coca-Cola</b> <b>Imperial Dade</b> <b>Rocky Mountain Water</b>
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# of Operational Units	4
Team Members	8
Carts	4

The following graphs depict the maximum square footage necessary to accommodate all of our active distributors at once on a Wednesday (left) and Friday (right) taking into account the program's current geographic scope and materials management support, as well as active 106West delivery in 30 min increments.





# Wednesday & Friday at Full Implementation

## 37+ Active Distributors

Sysco Denver, Inc  
 Mountain Beverage co  
 Elite Brands of Colorado  
 RNDC  
 What Chefs Want  
 US Foods  
 Wismettac Asian Foods  
 Western Slope  
 Rocky Mountain Water

Breakthru Beverage Colorado  
 Intermountain Distributing Company  
 Altamira  
 Seattle Fish Company  
 Vail Mountain Coffee and Tea  
 Cheese Importers  
 Swire Coca-Cola  
 Imperial Dade  
 Rocky Mountain Water

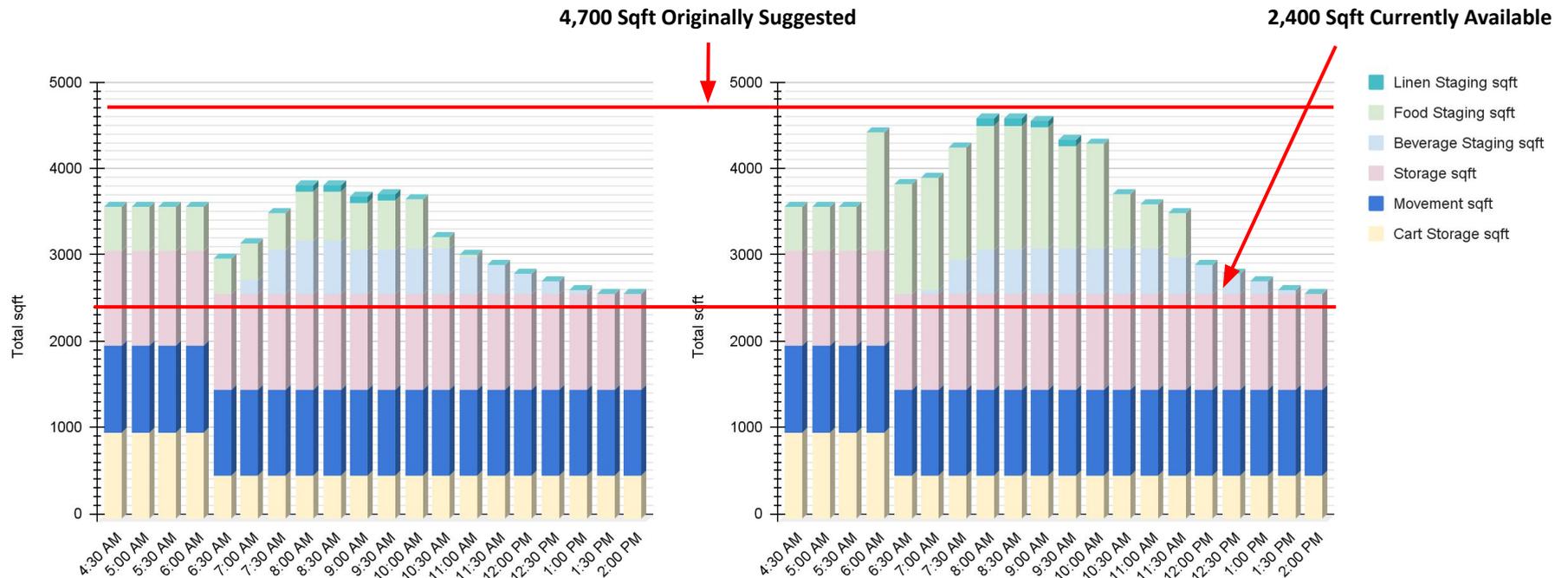
CSA Distributing  
 CTS Distributing  
 CWE  
 Empire Distributors of Colorado  
 Maverick Wine Co  
 Meadow Gold Dairy  
 Synergy Fine Wines  
 Vail Brewing Company  
 Cintas  
 Western Slope

Colorado Craft Distributing  
 Western Distributing  
 26 Craft Distributors  
 Classic Beverage Company, LLC

**AlSCO Inc**  
**Eagle Rock (Bud)**  
**Italco Food Products**  
**Shamrock**  
**Southern Glazer's Wine and Spirits**  
**Pepsi**

# of Operational Units	6
Team Members	12
Carts	6

The following graphs depict the maximum square footage necessary to accommodate all of our active distributors at once on a Wednesday (left) and Friday (right) taking into account the program's current geographic scope and materials management support, as well as active 106West delivery in 30 min increments.



# Housing Workgroup Meeting

March 11, 2025 - 10:30 to Noon

## Minutes from 03/11 Workgroup Meeting

Workgroup comments, notes and minutes have been summarized in red text on the applicable pages of the original presentation.

03/11/25 Attendees: Chris Kulik, Laurie Best, Flor Cruz, Scott Reid, Julia Puester, Shannon Haynes, Dick Carlton, Melanie Leas, and Darci Henning.

# Agenda

- 1) Program Updates
  - 1) Housing Helps
  - 2) Buy Downs
- 2) Project Updates
  - 1) Stables Village
  - 2) Runway
- 3) Runway Light/ Modified Deed Restriction/ ADU  
Policy Discussion
- 4) Exception Approval Details and Process
- 5) Maintenance vs. Capital Improvement Discussion
- 6) Foreclosure questions on Deed Restricted Properties

# Housing Helps Update

Staff confirmed that the trend of seeing more current owner applications at the beginning of the year is consistent with the previous year. In previous years applications of purchases picked up more in the summer and fall when there was more of a decrease in applications of current owners to offset the change.

2025 Housing Helps Budget: \$3,077,000

Property Goal: 20

- 18 applications received so far this year, with 9 moving forward with full approval at this time estimating roughly \$1.1M for the 9 moving forward or \$2.2M for all 18. No full denials in 2025.
- 2 purchases and 3 current owners closed and funded so far in 2025.
- Both purchase loans will be shared with the County.
- 3 additional current owners in process and one new purchase (ideally shared with Summit County).
- Currently averaging about \$120K subsidy per unit.
- 5 applications that are moving forward will be full Deed Restrictions.

# Buy Down Update

Staff confirmed that the previous contract fell through on Ski and Racquet due to the inability to meet the departure home contingency date as a result of a personal matter. Workgroup supported lowering the price on the property to just under \$600K.

Staff was approached to purchase another Villas unit, but the property went under contract before staff could evaluate. Staff will reach out to let the agent know there is interest if anything were to fall through.

2025 Buy Down Budget: \$3,000,000 Property Goal: 10  
Projected subsidy per unit - \$250K - \$300K

- Two Town owned properties listed in early January.
  - One property is already under contract and scheduled to close end of March at Villas at Swan's Nest.
  - Ski and Racquet Club - 2 bedroom 2 bath condo currently listed for sale. Have been listed with one contract that fell through since July.
  - Anticipated to spend roughly \$500,000 on the two once closed.
- Town under contract to acquire the second half of a duplex on Baldy with no HOA dues.
- Continuing to monitor MLS for viable properties in desirable locations with low to no HOA dues.



# Project Updates



- Stables Village -

- Final lottery completed February 18th.
- 8 uphill duplexes slated for completion in 2026 in this final lottery.
- There were 108 applicants with a total of 234 entries.

- Runway - Verbal

- Budget Update

- Ullr repair - Verbal

Clarification was provided surrounding 234 entries, this is the result of the priorities that were received. A total of 234 'tickets' were in the lottery with 108 individual applicants.

A larger conversation surrounding the updated budget for Runway was discussed after this meeting at Council on March 11<sup>th</sup>. Staff wants to ensure that the project is looked at through the equity lens and will remind Council of this at the beginning of the discussion.

Mini Split heating systems are working well, but a question arose about having sufficient contractors that are trained on working on the systems. The workgroup would like to look at any opportunities to partner with a College/ University and potentially the High School.

# Runway Light/ Modified Deed Restriction and ADU Policy

Workgroup would like staff to further evaluate the encouragement of ADUs while also being conscious of price creep. The workgroup also supported the idea of a light deed restriction with no appreciation cap. Staff will further evaluate the price points for the light deed restriction with several local realtors.

## Light/ Modified Deed Restriction

- Looking at proposing a light deed restriction for around 12 homes within the Runway Development with the intended purpose of offsetting lower average price points for the multifamily and duplex properties and to create a true mixed income neighborhood, where higher AMI households can also benefit from a local community.
- Staff recommends utilizing the other light deed restriction models in Summit County that required 30-hour Summit County workforce criteria but have no appreciation cap.

## ADU Policy

- Runway neighborhood proposal includes 44 potential ADUs.
- Staff recommends owners have the option to build out the ADU without a requirement to rent the ADU. If the ADU is rented the occupant would have to meet the workforce criteria and the rent would be capped at 100% AMI per Town Guidelines.

# Exception Approval Process and Details

- Most deed restrictions have an exception approval process laid out in the recorded covenant similar to the example shown below.
- Housing retains an exception log of the approvals.
- Staff anticipates that we will involve the Housing Workgroup regarding these approvals in the future.

5.7 Relief In Extraordinary Circumstances. The Director may grant a variance, exception, or waiver from the requirements of this ARTICLE 5 based upon the written request of the Owner, a prospective Owner of the Unit, or a prospective Authorized Lessee of the Unit. Such variance, exception, or waiver may be granted by the Director only upon a finding that: (i) the circumstances justifying the granting of the variance, exception, or waiver are unique; (ii) a strict application of this ARTICLE 5 would result in an extraordinary hardship; and (iii) the variance, exception, or waiver is consistent with the intent and purpose of this Amended and Restated Restriction. No variance, exception, or waiver shall be granted by the Director if its effect would be to nullify the intent and purpose of this Amended and Restated Restriction. In granting a variance, exception, or waiver of the provisions of this ARTICLE 5 the Director may impose specific conditions of approval, and shall fix the duration of the term of such variance, exception or waiver. Any Owner or prospective Owner of the Unit who is dissatisfied with the decision of the Director with respect to a request for a variance, exception or waiver from the requirements of this ARTICLE 5 may appeal the Director's decision to the Town by submitting a written letter of appeal to the Town Clerk within ten (10) days of the date of the Director's decision. The Town shall make a final determination of such appeal within forty five (45) days after the Town Clerk's receipt of the letter of appeal.

Did not have a large amount of time to discuss this with the workgroup. Workgroup was supportive of reviewing exceptions as they come up.

# Maintenance vs. Capital Improvement Discussion

Current Definition of Capital Improvements in Housing Administrative Rules – Improvements made by the owner that increase energy efficiency, water conservation or improvements that result in the addition of garage and/ or storage of the finishing of unfinished space.

Items Currently Subject to Maintenance Policy - Effective 2022

Age of Improvement - 3 years or less	Age of Improvement - 5 years or less	Age of Improvement - 7 years or less	Age of Improvement - 10 years or less
Replaced Appliances (100%) Plumbing Fixtures (100%) (including sinks and toilets) Fencing (maintenance only 100%) Carpet including Pad (100%)	Replaced Appliances (50%) Mechanical System (100%) Roof (100%) Windows (100%) Siding (100%)  Hot Water Heater (100%) Hard Flooring (100%) Permanent Fitted Window Blinds (100%)	Countertops (100%) Cabinets (100%) Exterior Paint (100%) Garage Door Replacement (100%) Gutters and Downspouts (100%) Outdoor Decks (maintenance only, 100%)	Mechanical System (50%) Roof (50%) Windows (50%) Siding (50%)  Solar Power or Energy Efficiencies

Workgroup was supportive of clarifying in Guidelines energy efficiencies that would qualify as a Capital Improvement vs. Maintenance. Staff advised the intended difference would be 'new' energy efficient systems would generally qualify as a Capital Improvement while maintenance/ upgrades to an existing system would qualify as maintenance. For example, installing solar panels on a home would be a Capital Improvement while relacing existing solar panels on a home with more efficiency would be maintenance.

# Foreclosure Questions on Deed Restricted Properties

Deed Restrictions that survive foreclosure:

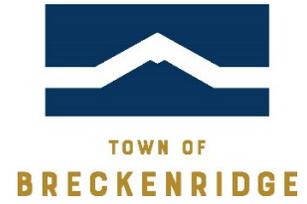
- Town does not typically intervene.
- Would the Town consider an option to assist the owner to cure?

Deed Restrictions that do not survive foreclosure:

- Town does typically have a notification requirement so Town reviews on a case-by-case basis how or if to intervene.

Since 2000 with the more current version of the deed restriction the Town of Breckenridge has been able to prevent loss of any units to foreclosure.

Workgroup would like to ask the SCHA if there would be any availability to assist an owner with curing a foreclosure through their assessment program. The workgroup prefers the Town continues with the current process allowing other outside entities to offer options of curing rather than establishing a new Town program for those purposes specifically.



# Memo

**To:** Breckenridge Town Council Members  
**From:** Duke Barlow, Open Space & Trails Manager  
**Date:** 3/19/2025 (for 3/25/2025 work session)  
**Subject:** Open Space Update

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Enclosed please find a draft of the March 17, 2025 BOSAC Meeting Minutes. Staff will be available on Tuesday to answer questions.

**\*Please note that this meeting summary was partially generated using AI transcription technology and has been reviewed by the designated minute taker for accuracy and completeness\***

**I) CALL TO ORDER**

Nikki LaRoche called the March 17<sup>th</sup>, 2025, regular meeting of BOSAC to order at 5:32 pm. Other members of BOSAC present were David Rossi, Bobbie Zanca, Chris Tennal, Krysten Joyce, Matt Powers, and Town Council liaison Jay Beckerman. Staff members present were Chris Kulick, Tony Overlock, Alex Stach, and Duke Barlow. Council member Marika Page was present. Katherine King, Summit County Open Space (SCOS) Director, was also present. Stefan Ekernas and Julia Kitsch from Summit County Safe Passages (SCSP) were present, in addition to Jessica Doran from EcoMetrics. Kelly Ahern was present virtually. Members of the public: Greg Ruckman, Jeffery Bergeron, Larry Kelly, Paul Semmer, and Wayne Haley.

**II) APPROVAL OF MINUTES**

A) BOSAC REGULAR MEETING – February 17<sup>th</sup>, 2025.

The minutes were approved as presented.

**III) PUBLIC COMMENTS**

Larry Kelly, a dedicated local trail volunteer, spoke about class 1 e-mountain bikes, recognizing the associated challenges. He highlighted successful e-bike access in various locations, such as National Parks, and proposed a collaborative meeting with BOSAC members to discuss objections and research viable alternatives for the community.

**IV) STAFF SUMMARY**

- **Field Report**
- **Summit County Open Space Ambassador Program**
- **Great Outdoors Colorado Community Impact Grant**  
Mr. Barlow reported that GOCO's Regional Officer suggested the Town of Blue River apply for grant funding to connect Blue River and Breckenridge via the Blue River Trail/bridge. Due to project timelines and Blue River's existing funds, the Town of Blue River has decided to proceed with bridge installation this summer without grant support.
- **Wellington Oro Water Treatment Plant**  
Ms. LaRoche inquired about passive treatment options at the Wellington Oro Water Treatment Plant and the project's next phase. Mr. Barlow explained that the initial study revealed data gaps, and the upcoming stage will focus on identifying the most effective treatment strategy. This could involve either plant upgrades or the integration of passive ponds but the main takeaway from this study is that the existing water treatment plan is likely to remain.

- **McCain RFP**  
Ms. Joyce inquired about the McCain RFP timeline. Mr. Barlow outlined the key dates: site visit on March 18th, Q&A on March 21st, RFP submission by March 28th, and final project deliverables in December 2025.
- **Little Daisy Residential Lease**
- **Jackpot and Evening Star Claims**

V) **OPEN SPACE DISCUSSION**

**2024 Cucumber Gulch Preserve Wetland Monitoring Update (12:55)**

Ms. Doran discussed the concept of wetland health and its importance in understanding the overall health of a wetland system. She highlighted the need to break down the system into variables to better understand its health, emphasizing the importance of considering the system as a whole, rather than just focusing on one particular function. Ms. Doran also discussed the trends observed in different parts of the Gulch for overall health, noting that there were no new impacts to the preserve identified this year. Ms. Doran also highlighted the beaver population, noting that it was at the low end of the range observed, but not recommending any stewardship actions. Ms. Doran suggested that the system should be allowed to work itself out and see what happens next. Ms. Doran also focused on the boreal toad population, noting that there had been no evidence of toad reproduction since 1999. She recommended reducing the number of annual surveys to two, as it was unlikely that a breeding population was still present. Ms. Doran also discussed the adaptive management that had happened in the previous summer, including successes with the trail realignment and the spreader pond cleanout. She highlighted the need to monitor the system closely to understand what happens next.

Ms. LaRochelle inquired about the frequency of the ski area's efforts to clean sediment traps and erosion mitigation measures on the mountain. Ms. Doran acknowledged she wasn't certain of the exact schedule but emphasized the ski area's improved partnership and increased revegetation and runoff mitigation efforts over the past four to five years. Subsequently, Ms. Zanca raised concerns about habitat connectivity for the Cucumber Gulch Preserve's beaver population. Ms. Doran pointed out potential connected watersheds, like South Barton Gulch and Cucumber Creek, where beavers are currently absent. She also noted the vulnerability of the Preserve's single beaver family.

Ms. Doran presented a short PowerPoint on the impacts and spread of the invasive reed canary grass in the Preserve. Ms. Zanca asked about the NutraFix application methodology. Mr. Barlow and Ms. Doran explained that a pilot study will be conducted, with consultants testing various techniques on different plots to determine effectiveness. They noted that the optimal approach may combine NutraFix with manual cutting and native species planting, such as willows. Mr. Beckerman inquired about the consultants' botanical expertise and potential NutraFix application consequences. Ms. Doran confirmed they are expert botanists

with extensive alpine experience, particularly in Cucumber Gulch Preserve. She also explained the pilot study's role in determining appropriate NutraFix application levels. Subsequently, Mr. Tennal asked about drainage connectivity and BOSAC's potential contribution to preserve land and improve drainage connectivity. Ms. Doran stated that land acquisitions are ideal for improving beaver habitats, but land ownership conflicts exist. She suggested identifying and collaborating with willing landowners to protect connecting waterways.

### **Summit County Safe Passages (46:10)**

Ms. Kintsch started with some background on the East Vail Pass Wildlife Crossings project, highlighting its importance in reducing wildlife-vehicle collisions and improving connectivity for wildlife. The project, which has been identified as a top priority by the State of Colorado, aims to build three new wildlife crossing structures under the westbound lanes of I-70, complementing existing bridges. These structures, along with wildlife fencing, would create a comprehensive mitigation system allowing animals to cross the roadway. The project has received support from the Colorado Department of Transportation's (CDOT) executive leadership team, the Governor's office, and the Colorado and Wildlife and Transportation Alliance. Ms. Kintsch clarified that the cost of \$696,000 is based on the costs of wildlife-vehicle collisions, including medical costs and property damage. Mr. Ekernas also mentioned that the project area has an average of 29 collisions per year.

Ms. Kintsch and Mr. Ekernas discussed the challenges of securing federal grants for construction funding due to the changing federal landscape. They plan to continue applying for grants and are considering hiring fundraising consultants to help with private fundraising efforts. Mr. Ekernas also mentioned a bill introduced by Interior Secretary Ryan Zinke to provide federal funding for wildlife crossings, which has bipartisan support. Additionally, a new state bill is being introduced to create permanent funding for wildlife crossings and vulnerable road users, with the Governor's support.

Ms. Larochelle and Mr. Barlow discussed the possibility of a contingent pledge and fund contribution, recommending a \$148,000 donation on the condition that other towns contribute the rest of the money. Ms. Kintsch and Mr. Ekernas mentioned plans to reach out to other towns for support/contingent funds.

Mr. Beckerman expressed concerns about other local priorities and current federal funding uncertainties and recommended withholding funding support until the construction phase of the project. Mr. Powers, Ms. Zanca, Mr. Tennal, and Mr. Rossi advocated for Breckenridge to take a leadership role. BOSAC agrees that the project aligns with the town's Open Space & Trails Master Plan, particularly regarding conservation and wildlife habitat protection. The committee members supported recommending the wildlife connectivity project with a contribution of \$150,000 and no contingency, in a 6:1 vote, with emphasis on the importance of the project's optics and Breckenridge's potential to inspire other communities.

**2025 Trail Projects (1:34:52)**

Mr. Overlock introduced the field projects for the 2025 season, focusing on maintenance, and addressed questions about specific projects. Mr. Overlock also introduced the decision-making framework (developed from the 2023 OST Master Plan with the assistance of Ms. Zanca) for the proposed Ranch at Breck and Copper Canyon trails, emphasizing the importance of considering habitat sensitivity, management zones, trail development guidelines, open space conservation guidelines, and partnership opportunities. BOSAC discussed the proposed trail projects, focusing on connectivity and accessibility.

Ms. Zanca was curious if the proposed trails at Ranch at Breck/Copper Canyon had adequate parking or trailheads, and if these trails were going to be designed for the neighborhoods themselves or part of the greater network. Mr. Overlock replied that the idea is to create better connections within the existing trail system, not just for the new neighborhood but also for other users. Mr. Powers explained the Ranch at Breckenridge is a gated community and would therefore restrict parking access. The Ranch at Breck project proposal includes three trail easements, with two initially planned and the third to be evaluated later.

In addition to the Ranch at Breck and Copper Canyon proposals, there were numerous other projects mentioned, including a reroute on the Middle Flume Trail. BOSAC reviewed the projects using the new framework to assess their alignment with priorities, though there was debate about how to weigh different criteria. Ms. Joyce stated that assigning different weights to listed criteria would be difficult to agree upon and that the benefit of the framework is in knowing that everything is being considered in the process. The committee also discussed ways to gather public feedback on proposed trails at an upcoming Open House.

Ms. LaRochelle had a question regarding the pilot phase of Signage Workplan and if staff was considering multiple locations to test the new signs. Mr. Overlock replied that Carter Park is being considered as an additional component to the planned pilot program in the Illinois Creek network, if necessary, as it also offers unique challenges and opportunities to test the new sign options in a close-to-town location.

**VI) OTHER MATTERS RELATED TO OPEN-SPACE TOPICS**

N/A

**VII) COUNCIL MATTERS RELATED TO OPEN-SPACE TOPICS**

Mr. Beckerman provided Council's feedback regarding the US Forest Service's presentation on the CHCDNM planning process. Mr. Beckerman stated there was some apprehension and surprise from the Council regarding the overall scope of work, with some concerns regarding the price of some of the proposed improvements and who exactly would foot the bill. He stated that while Council was intimidated by the potential price tags associated, there was an overall understanding that the high volume of users and traffic warranted the implementation of many of the proposed concepts.

**VIII) ADJOURNMENT**

A motion to adjourn the BOSAC meeting was made by Ms. LaRochelle, and Ms. Zanca seconded it. The March 17<sup>th</sup>, 2025 regular meeting of BOSAC ended at 7:38 PM.

The next regular meeting of BOSAC is scheduled for April 24<sup>th</sup>, 2025.

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Nikki LaRochelle, Chair

DRAFT



TOWN OF  
**BRECKENRIDGE**

Department of Finance

February 28th, 2025

# Executive Summary

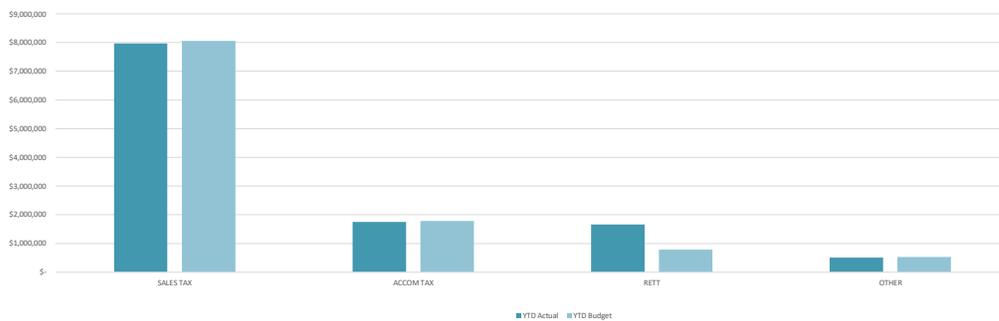
February 28, 2025

This report covers the 2 months of 2025. February is largely reflective of January tax collections.

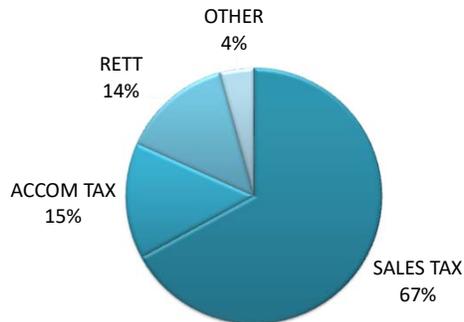
Overall, we are approximately \$.7M above 2025 budgeted revenues in the Excise fund and \$.4M ahead of prior year. Sales tax is currently flat in comparison with YTD budget, and behind \$.1M in comparison with prior year. Accommodations tax is flat in comparison with YTD budget and prior year. Real Estate Transfer Tax is ahead \$.8M in comparison with YTD budget and ahead \$.7M in comparison with prior year.

See the Tax Basics section of these financial reports for more detail on the sales, accommodations, and real estate transfer taxes.

**Excise YTD Actual vs. Budget - by Source**



**YTD Actual Revenues - Excise**



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 7,970,694	\$ 8,053,911	99%	\$ 35,700,000	\$ 8,124,549	\$ 36,359,033
ACCOMMODATIONS TAX	1,748,332	1,787,389	98%	5,500,000	1,830,160	6,119,752
REAL ESTATE TRANSFER	1,661,905	785,551	212%	6,000,000	903,774	7,420,538
OTHER*	510,172	525,025	97%	2,806,053	556,090	3,427,083
<b>TOTAL</b>	<b>\$ 11,891,104</b>	<b>\$ 11,151,875</b>	<b>107%</b>	<b>\$ 50,006,053</b>	<b>\$ 11,414,573</b>	<b>\$ 53,326,406</b>

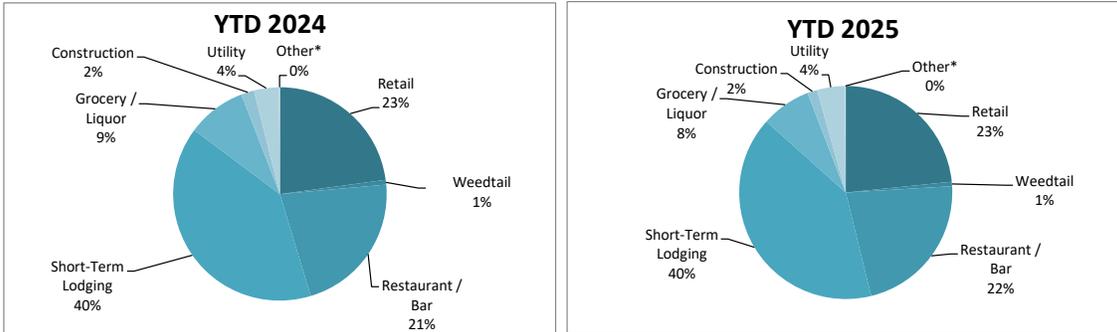
\* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

## The Tax Basics: January 2025

### Net Taxable Sales by Industry-YTD

Description	YTD 2022	YTD 2023	YTD 2024	2023		2023/2024		2024
				% of Total	YTD 2025	\$ Change	% Change	% of Total
Retail	\$24,256,753	\$25,133,875	\$26,397,588	22.89%	\$25,321,316	(\$1,076,272)	-4.08%	23.37%
Weedtail	\$1,390,691	\$1,085,499	\$835,116	0.72%	\$762,521	(\$72,595)	-8.69%	0.70%
Restaurant / Bar	\$23,591,432	\$25,009,257	\$25,042,953	21.72%	\$23,959,694	(\$1,083,259)	-4.33%	22.11%
Short-Term Lodging	\$48,613,697	\$47,461,191	\$45,967,138	39.87%	\$43,821,420	(\$2,145,718)	-4.67%	40.44%
Grocery / Liquor	\$8,170,578	\$8,997,217	\$10,314,078	8.95%	\$8,198,021	(\$2,116,057)	-20.52%	7.57%
Construction	\$3,154,550	\$1,963,539	\$2,224,327	1.93%	\$1,584,082	(\$640,245)	-28.78%	1.46%
Utility	\$4,296,990	\$5,312,108	\$4,382,138	3.80%	\$4,606,020	\$223,882	5.11%	4.25%
Other*	\$126,841	\$101,693	\$138,557	0.12%	\$114,528	(\$24,029)	-17.34%	0.11%
<b>Total</b>	<b>\$113,601,532</b>	<b>\$115,064,378</b>	<b>\$115,301,894</b>	<b>100.00%</b>	<b>\$108,367,600</b>	<b>(\$6,934,294)</b>	<b>-6.01%</b>	<b>100.00%</b>

\* Other includes activities in Automobiles and Undefined Sales.



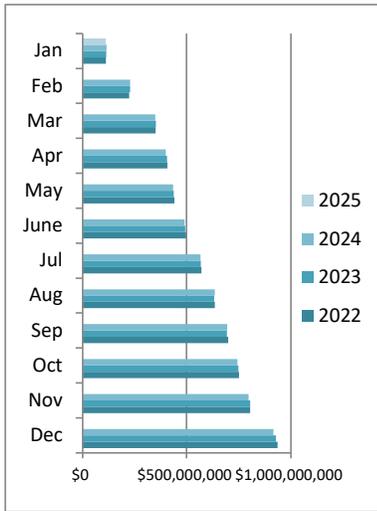
#### New Items of Note:

- January YTD net taxable sales are currently behind January YTD 2024 by 6.01%.
- For January YTD 2025, there were increases in utility (5.11%) and we saw a decline in Retail, (4.08%), Weedtail (8.69%), Restaurant/Bar(4.03%), Short-Term Lodging (4.67%), Grocery/Liquor (20.52%), Construction (28.78%) compared to January YTD 2024.

#### Notes:

- Short Term Lodging taxes are generally remitted based on reservation date.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20<sup>th</sup> of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are included on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

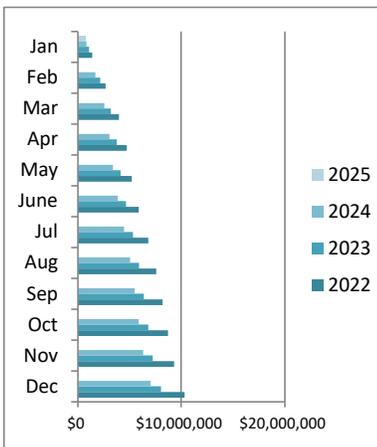
## Net Taxable Sales by Sector-Town of Breckenridge Tax Base



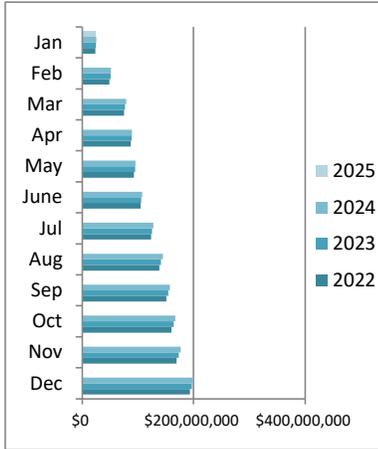
Total Net Taxable Sales					
	2022	2023	2024	2025	% change
					2025 from PY
Jan	\$113,601,532	\$115,064,378	\$115,301,894	\$108,367,600	-6.01%
Feb	\$111,333,795	\$114,271,278	\$113,213,981	\$0	n/a
Mar	\$125,723,396	\$122,856,073	\$121,392,096	\$0	n/a
Apr	\$56,507,395	\$53,660,713	\$49,751,378	\$0	n/a
May	\$34,482,494	\$32,490,580	\$35,834,891	\$0	n/a
Jun	\$56,190,042	\$54,865,644	\$55,361,904	\$0	n/a
Jul	\$73,257,349	\$75,030,427	\$76,671,442	\$0	n/a
Aug	\$64,945,542	\$63,636,164	\$68,255,718	\$0	n/a
Sep	\$63,906,042	\$62,363,139	\$60,079,527	\$0	n/a
Oct	\$51,431,132	\$55,284,272	\$48,000,930	\$0	n/a
Nov	\$53,839,134	\$55,591,964	\$53,867,740	\$0	n/a
Dec	\$131,824,099	\$123,843,529	\$119,158,931	\$0	n/a
<b>YTD</b>	<b>\$113,601,532</b>	<b>\$115,064,378</b>	<b>\$115,301,894</b>	<b>\$108,367,600</b>	<b>-6.01%</b>
<b>Total</b>	<b>\$937,041,951</b>	<b>\$928,958,160</b>	<b>\$916,890,432</b>	<b>\$108,367,600</b>	<b>-88.18%</b>



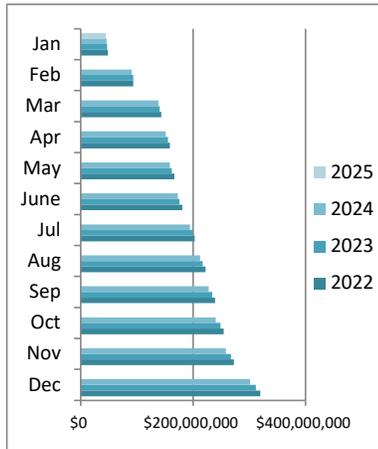
Retail					
	2022	2023	2024	2025	% change
Jan	\$24,256,753	\$25,133,875	\$26,397,588	\$25,321,316	-4.08%
Feb	\$24,760,846	\$25,030,585	\$24,751,950	\$0	n/a
Mar	\$31,217,392	\$31,758,775	\$29,859,346	\$0	n/a
Apr	\$14,378,828	\$14,337,946	\$13,987,549	\$0	n/a
May	\$9,122,858	\$9,263,728	\$10,472,690	\$0	n/a
Jun	\$16,235,593	\$16,183,584	\$15,608,146	\$0	n/a
Jul	\$18,204,247	\$17,781,970	\$20,288,583	\$0	n/a
Aug	\$15,820,254	\$15,067,746	\$17,358,208	\$0	n/a
Sep	\$19,891,414	\$18,156,123	\$17,375,063	\$0	n/a
Oct	\$15,019,671	\$12,991,674	\$13,247,238	\$0	n/a
Nov	\$15,583,167	\$14,712,973	\$15,059,967	\$0	n/a
Dec	\$34,066,536	\$34,333,216	\$31,785,036	\$0	n/a
<b>YTD</b>	<b>\$24,256,753</b>	<b>\$25,133,875</b>	<b>\$26,397,588</b>	<b>\$25,321,316</b>	<b>-4.08%</b>
<b>Total</b>	<b>\$238,557,559</b>	<b>\$234,752,195</b>	<b>\$236,191,364</b>	<b>\$25,321,316</b>	<b>-89.28%</b>



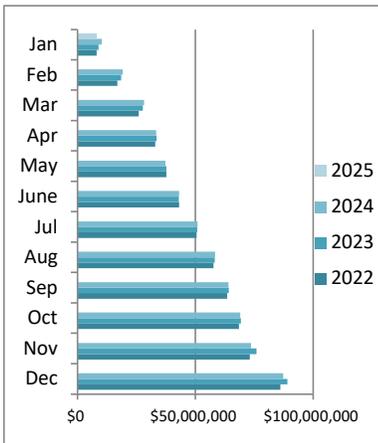
Weedtail					
	2022	2023	2024	2025	% change
Jan	\$1,390,691	\$1,085,499	\$835,116	\$762,521	-8.69%
Feb	\$1,290,570	\$1,071,374	\$866,966	\$0	n/a
Mar	\$1,310,491	\$1,021,416	\$854,323	\$0	n/a
Apr	\$732,968	\$577,496	\$490,607	\$0	n/a
May	\$499,512	\$382,445	\$339,210	\$0	n/a
Jun	\$670,484	\$513,462	\$467,638	\$0	n/a
Jul	\$912,870	\$697,911	\$629,419	\$0	n/a
Aug	\$777,363	\$578,590	\$564,981	\$0	n/a
Sep	\$611,456	\$463,014	\$432,168	\$0	n/a
Oct	\$529,983	\$413,804	\$409,174	\$0	n/a
Nov	\$581,583	\$447,069	\$439,585	\$0	n/a
Dec	\$1,014,636	\$785,178	\$703,302	\$0	n/a
<b>YTD</b>	<b>\$1,390,691</b>	<b>\$1,085,499</b>	<b>\$835,116</b>	<b>\$762,521</b>	<b>-8.69%</b>
<b>Total</b>	<b>\$10,322,606</b>	<b>\$8,037,258</b>	<b>\$7,032,490</b>	<b>\$762,521</b>	<b>-89.16%</b>



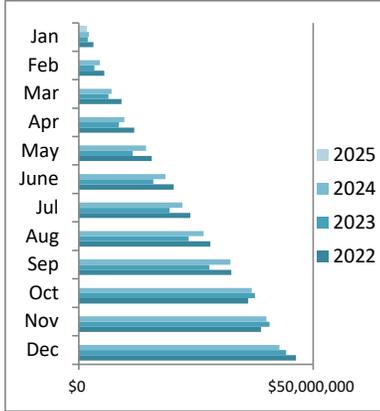
Restaurant / Bar					
	2022	2023	2024	2025	% change
Jan	\$23,591,432	\$25,009,257	\$25,042,953	\$23,959,694	-4.33%
Feb	\$24,974,867	\$25,965,915	\$26,685,736	\$0	n/a
Mar	\$26,280,138	\$25,821,441	\$27,277,628	\$0	n/a
Apr	\$12,415,528	\$12,209,139	\$10,610,820	\$0	n/a
May	\$5,669,343	\$5,883,754	\$5,797,807	\$0	n/a
Jun	\$11,796,384	\$11,309,552	\$12,348,694	\$0	n/a
Jul	\$18,692,700	\$19,294,325	\$19,761,678	\$0	n/a
Aug	\$14,956,807	\$15,634,593	\$17,307,423	\$0	n/a
Sep	\$12,668,238	\$13,197,620	\$12,809,825	\$0	n/a
Oct	\$9,309,000	\$9,879,709	\$9,489,439	\$0	n/a
Nov	\$9,038,337	\$9,285,260	\$9,752,927	\$0	n/a
Dec	\$24,150,159	\$23,302,685	\$22,795,976	\$0	n/a
<b>YTD</b>	<b>\$23,591,432</b>	<b>\$25,009,257</b>	<b>\$25,042,953</b>	<b>\$23,959,694</b>	<b>-4.33%</b>
<b>Total</b>	<b>\$193,542,933</b>	<b>\$196,793,250</b>	<b>\$199,680,906</b>	<b>\$23,959,694</b>	<b>-88.00%</b>



Short-Term Lodging					
	2022	2023	2024	2025	% change
Jan	\$48,613,697	\$47,461,191	\$45,967,138	\$43,821,420	-4.67%
Feb	\$45,169,344	\$46,133,344	\$45,189,095	\$0	n/a
Mar	\$49,665,680	\$47,143,257	\$47,180,341	\$0	n/a
Apr	\$15,604,892	\$14,586,635	\$12,974,080	\$0	n/a
May	\$7,736,666	\$6,909,765	\$7,543,340	\$0	n/a
Jun	\$14,461,872	\$13,811,321	\$14,224,167	\$0	n/a
Jul	\$21,720,310	\$23,247,770	\$21,596,573	\$0	n/a
Aug	\$19,219,232	\$18,160,095	\$18,243,238	\$0	n/a
Sep	\$17,238,667	\$16,970,088	\$15,046,851	\$0	n/a
Oct	\$15,303,928	\$14,656,976	\$12,833,524	\$0	n/a
Nov	\$18,013,772	\$18,660,712	\$18,022,896	\$0	n/a
Dec	\$46,904,200	\$43,999,343	\$42,887,826	\$0	n/a
<b>YTD</b>	<b>\$48,613,697</b>	<b>\$47,461,191</b>	<b>\$45,967,138</b>	<b>\$43,821,420</b>	<b>-4.67%</b>
<b>Total</b>	<b>\$319,652,259</b>	<b>\$311,740,498</b>	<b>\$301,709,068</b>	<b>\$43,821,420</b>	<b>-85.48%</b>



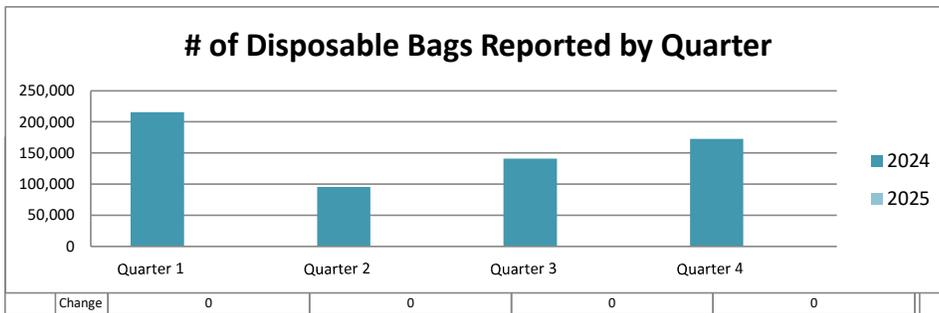
Grocery / Liquor					
	2022	2023	2024	2025	% change
Jan	\$8,170,578	\$8,997,217	\$10,314,078	\$8,198,021	-20.52%
Feb	\$8,753,193	\$9,587,315	\$8,834,611	\$0	n/a
Mar	\$9,019,659	\$9,151,128	\$9,118,563	\$0	n/a
Apr	\$6,998,996	\$5,851,774	\$5,078,187	\$0	n/a
May	\$4,744,379	\$4,092,212	\$4,027,368	\$0	n/a
Jun	\$5,436,849	\$5,335,000	\$5,742,402	\$0	n/a
Jul	\$7,431,072	\$7,828,316	\$7,939,664	\$0	n/a
Aug	\$7,177,335	\$7,441,155	\$7,411,914	\$0	n/a
Sep	\$5,816,776	\$5,964,152	\$5,613,339	\$0	n/a
Oct	\$4,953,494	\$5,140,210	\$5,002,786	\$0	n/a
Nov	\$4,692,648	\$6,579,348	\$4,631,519	\$0	n/a
Dec	\$12,887,729	\$13,094,821	\$13,656,319	\$0	n/a
<b>YTD</b>	<b>\$8,170,578</b>	<b>\$8,997,217</b>	<b>\$10,314,078</b>	<b>\$8,198,021</b>	<b>-20.52%</b>
<b>Total</b>	<b>\$86,082,707</b>	<b>\$89,062,650</b>	<b>\$87,370,750</b>	<b>\$8,198,021</b>	<b>-90.62%</b>



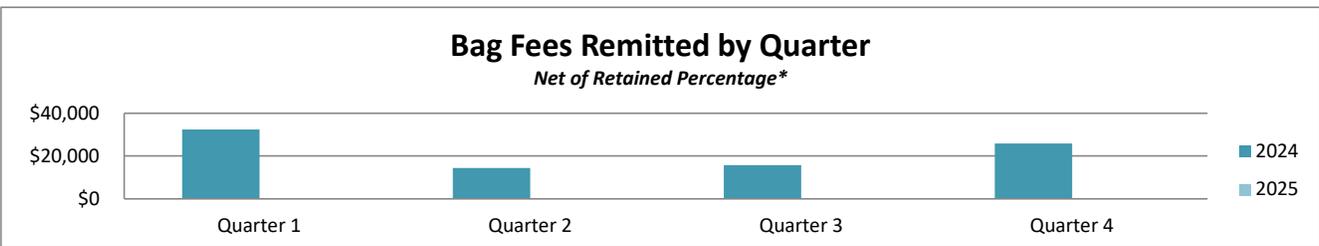
Construction					
	2022	2023	2024	2025	% change
Jan	\$3,154,550	\$1,963,539	\$2,224,327	\$1,584,082	-28.78%
Feb	\$2,342,215	\$1,362,174	\$2,275,602	\$0	n/a
Mar	\$3,647,914	\$3,009,560	\$2,506,342	\$0	n/a
Apr	\$2,708,904	\$2,261,188	\$2,761,140	\$0	n/a
May	\$3,760,646	\$2,944,308	\$4,560,248	\$0	n/a
Jun	\$4,657,133	\$4,383,451	\$4,174,886	\$0	n/a
Jul	\$3,502,956	\$3,452,440	\$3,617,251	\$0	n/a
Aug	\$4,283,775	\$4,065,081	\$4,542,460	\$0	n/a
Sep	\$4,472,192	\$4,439,649	\$5,722,092	\$0	n/a
Oct	\$3,652,396	\$9,724,811	\$4,544,788	\$0	n/a
Nov	\$2,701,750	\$3,100,448	\$3,128,228	\$0	n/a
Dec	\$7,467,227	\$3,551,490	\$2,786,925	\$0	n/a
<b>YTD</b>	<b>\$3,154,550</b>	<b>\$1,963,539</b>	<b>\$2,224,327</b>	<b>\$1,584,082</b>	<b>-28.78%</b>
<b>Total</b>	<b>\$46,351,658</b>	<b>\$44,258,139</b>	<b>\$42,844,289</b>	<b>\$1,584,082</b>	<b>-96.30%</b>

### Disposable Bag Fees

The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town’s sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags. The fee was increased to \$.25 in 2023.

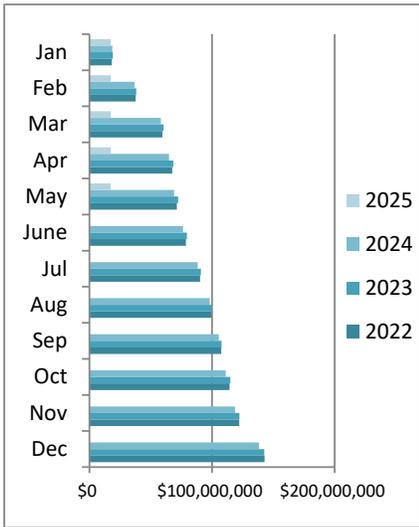


	2024	2025
Total	624,026	0

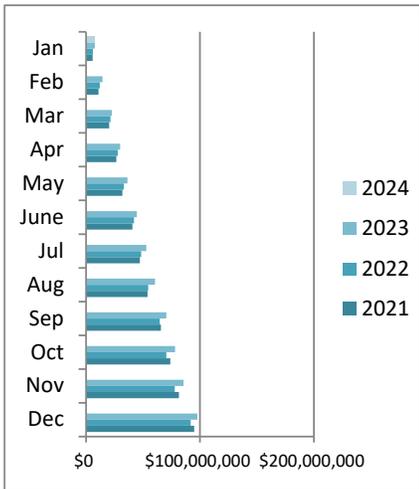


\*As of May 4th 2023 a change has taken into effect and retailers are permitted to retain 40% of the fee (up to a maximum of \$1000/month through October 31, 2014; changing to a maximum of \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational information to customers; provide required signage; train staff; alter infrastructure; fee administration; develop/display informational signage; encourage the use of reusable bags or promote recycling of disposable bags; and improve infrastructure to increase disposable bag recycling. Filing changed to quarterly as of May 2023.

# The Tax Basics: Retail Sales Sector Analysis



Retail: In-Town					
	2022	2023	2024	2025	% change from PY
Jan	\$18,184,827	\$19,108,292	\$18,686,169	\$17,455,625	-6.59%
Feb	\$19,508,694	\$19,044,526	\$18,077,005	\$0	n/a
Mar	\$21,827,572	\$22,225,590	\$21,543,269	\$0	n/a
Apr	\$8,001,670	\$8,038,138	\$6,679,944	\$0	n/a
May	\$3,824,714	\$3,867,808	\$4,136,449	\$0	n/a
June	\$7,362,716	\$7,206,843	\$7,301,484	\$0	n/a
July	\$11,560,109	\$11,413,089	\$11,921,223	\$0	n/a
Aug	\$9,105,768	\$8,975,741	\$9,687,533	\$0	n/a
Sep	\$8,110,679	\$7,941,290	\$7,413,224	\$0	n/a
Oct	\$6,747,688	\$7,151,484	\$5,654,092	\$0	n/a
Nov	\$7,936,932	\$7,344,685	\$7,662,610	\$0	n/a
Dec	\$20,682,211	\$20,268,948	\$19,595,333	\$0	n/a
<b>YTD</b>	<b>\$18,184,827</b>	<b>\$19,108,292</b>	<b>\$18,686,169</b>	<b>\$17,455,625</b>	<b>-6.59%</b>
<b>Total</b>	<b>\$142,853,578</b>	<b>\$142,586,432</b>	<b>\$138,358,336</b>	<b>\$17,455,625</b>	



Retail: Out-of-Town					
	2021	2022	2023	2024	% change
Jan	\$5,695,992	\$5,991,721	\$7,711,419	\$7,865,691	2.00%
Feb	\$5,221,719	\$5,986,060	\$6,674,945	\$0	n/a
Mar	\$9,303,834	\$9,484,522	\$8,270,096	\$0	n/a
Apr	\$6,346,295	\$6,299,808	\$7,307,606	\$0	n/a
May	\$5,260,899	\$5,361,012	\$6,336,240	\$0	n/a
June	\$8,830,824	\$8,928,221	\$8,248,532	\$0	n/a
July	\$6,610,465	\$6,368,881	\$8,310,533	\$0	n/a
Aug	\$6,681,425	\$6,092,005	\$7,670,674	\$0	n/a
Sep	\$11,737,897	\$10,159,269	\$9,961,839	\$0	n/a
Oct	\$8,235,111	\$5,840,190	\$7,593,146	\$0	n/a
Nov	\$7,614,113	\$7,368,288	\$7,397,357	\$0	n/a
Dec	\$13,337,548	\$14,001,540	\$12,189,704	\$0	n/a
<b>YTD</b>	<b>\$5,695,992</b>	<b>\$5,991,721</b>	<b>\$7,711,419</b>	<b>\$7,865,691</b>	<b>2.00%</b>
<b>Total</b>	<b>\$94,876,122</b>	<b>\$91,881,518</b>	<b>\$97,672,092</b>	<b>\$7,865,691</b>	



### New Items of Note:

- In-Town Retail sales comprise businesses that are in Town limits. The sector had an overall decrease of 6.59% in January 2025 as compared to 2024. The Out-of-Town Retail Sales comprise businesses that are out of Town limits, whose products and services are delivered inside Town limits. This sector had a overall increase in sales of 2% for January 2025 compared to 2024.

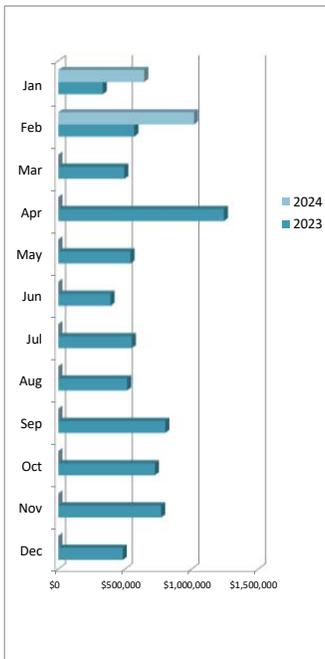
# Real Estate Transfer Tax

### New Items of Note:

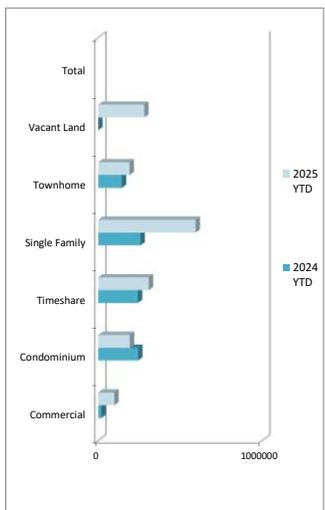
- Revenue February is ahead \$.8M to budget and ahead \$.7M to prior year.
- Single Family sales account for the majority of the sales (35.71%), with timeshare sales in the second position of highest sales (18.53%) subject to the tax. Timeshare sales are ahead YTD by (27.81%).

### Continuing Items of Note:

- 2024 Real Estate Transfer Tax budget is based upon a 5 year historical budget phasing.



Total RETT						
	2023	2024	2025	% change	2025 budget	+/- Budget
Jan	\$366,761	\$334,088	\$643,773	92.70%	\$322,424	\$321,349
Feb	\$445,546	\$569,686	\$1,018,132	78.72%	\$463,127	\$555,006
Mar	\$431,380	\$495,625	\$0	n/a	\$424,005	n/a
Apr	\$456,127	\$1,240,904	\$0	n/a	\$760,925	n/a
May	\$478,584	\$540,842	\$0	n/a	\$466,470	n/a
Jun	\$278,784	\$392,088	\$0	n/a	\$305,321	n/a
Jul	\$617,133	\$550,835	\$0	n/a	\$537,592	n/a
Aug	\$574,378	\$515,499	\$0	n/a	\$501,580	n/a
Sep	\$1,139,485	\$802,713	\$0	n/a	\$899,145	n/a
Oct	\$553,836	\$723,645	\$0	n/a	\$508,399	n/a
Nov	\$384,307	\$770,442	\$0	n/a	\$352,778	n/a
Dec	\$499,188	\$484,061	\$0	n/a	\$458,234	n/a
YTD	\$812,307	\$903,774	\$1,661,905	83.89%	\$785,551	\$876,355
Total	\$6,872,481	\$7,420,428	\$1,661,905		\$6,000,000	



by Category					
Description	2024 YTD	2025 YTD	\$ change	% change	% of Total
Commercial	\$ 18,775	\$ 97,000	\$ 78,225	416.64%	5.84%
Condominium	\$ 242,850	\$ 192,870	\$ (49,980)	-20.58%	11.61%
Timeshare	\$ 240,892	\$ 307,882	\$ 66,990	27.81%	18.53%
Single Family	\$ 257,050	\$ 593,440	\$ 336,390	130.87%	35.71%
Townhome	\$ 144,076	\$ 190,635	\$ 46,559	32.32%	11.47%
Vacant Land	\$ 130	\$ 280,078	\$ 279,948	215179.00%	16.85%
Total	\$ 903,774	\$ 1,661,905	\$ 758,132	83.89%	100.00%



TOWN OF  
**BRECKENRIDGE**

# **February 28, 2025**

# **Financial Statement**

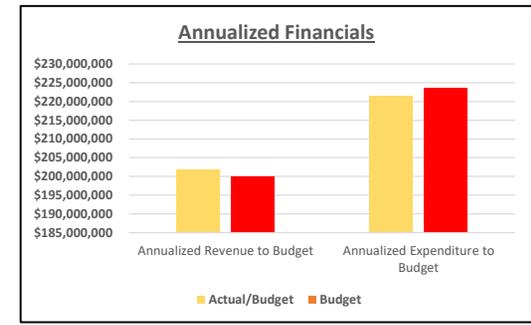
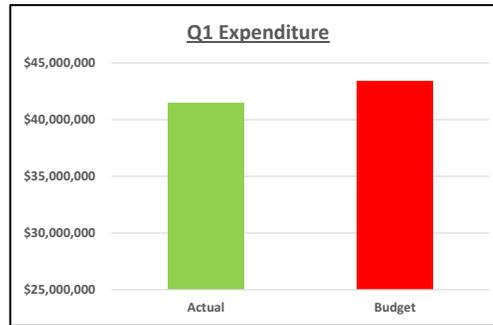
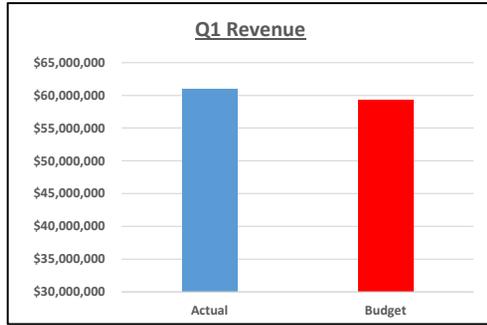
# Town of Breckenridge

## February 2025 Financial Review

**Budget Year Ending:** 12/31/2025

**Current Month Ending:** 2/28/2025

	Q1			Q2			Q3			Q4			FY2025		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
Beg. Fund Balance															
Revenue	\$ 60,956,250	\$ 59,308,937	\$ 1,647,313	\$ 49,405,174	\$ (49,405,174)		\$ 45,698,101	\$ (45,698,101)		\$ 45,729,298	\$ (45,729,298)		\$ 201,788,822	\$ 200,141,510	\$ 1,647,313
Expenditure	\$ (41,504,266)	\$ (43,433,469)	\$ 1,929,204	\$ (51,508,379)	\$ 51,508,379		\$ (68,794,485)	\$ 68,794,485		\$ (59,855,605)	\$ 59,855,605		\$ (221,662,734)	\$ (223,591,938)	\$ 1,929,204
Net Income	<u>\$ 19,451,984</u>	<u>\$ 15,875,468</u>	<u>\$ 3,576,516</u>	<u>\$ -</u>	<u>\$ (2,103,204)</u>	<u>\$ 2,103,204</u>	<u>\$ -</u>	<u>\$ (23,096,384)</u>	<u>\$ 23,096,384</u>	<u>\$ -</u>	<u>\$ (14,126,307)</u>	<u>\$ 14,126,307</u>	<u>\$ (19,873,912)</u>	<u>\$ (23,450,428)</u>	<u>\$ 3,576,516</u>
End. Fund Balance															



**YTD comments**

**Revenue**

- Accom Regulatory Fee     \$ (75,249) Reduced licenses
- Material Management Fee     \$ 93,104 Budget phasing
- Investment Income     \$ 334,427 Return on investments
- Renewable Energy     \$ 104,242 July 2024-Dec 2024 ULLR/SOL Community Solar Platform
- Lift Tax     \$ (461,148) Budget phasing
- Fleet sale of assets     \$ (201,000) Budget phasing
- RETT     \$ 876,355 Single Family homes and Vacant land
- General Property Tax     \$ 199,726 Budget phasing
- Stop Loss/Medical Rebates     \$ 156,572 Budget favorable
- Sales Tax     \$ 711,016 2024 Housing tax payment in 2025
- \$ 1,738,045

**Expenditure**

- Payroll     \$ 255,288 vacancy rate
- Material & Supplies     \$ 143,271 Budget phasing
- Charges for Services     \$ 1,040,000 Budget phasing
- Charges for Services     \$ (106,000) Housing Helps
- Charges for Services     \$ (190,000) Block 11 R&M
- Charges for Services     \$ (397,000) BTO budget phasing
- Minor Capital     \$ 1,226,807 Budget phasing
- Grants     \$ (125,000) NRO, Breck Film, and Breck Backstage Theater
- Grants     \$ (105,000) Breck Create SPARK
- Debt Interest     \$ 322,514 Phasing-Reverse accrual CWRPDA loan interest
- \$ 2,064,880

**2025 BUDGET WALKTHROUGH**  
**REVENUE AND EXPENDITURE SUMMARY**  
**INCLUDES TRANSFERS AND FULL APPROPRIATIONS OF FUND BALANCES**

	<b>ADOPTED BUDGET FY25</b>	<b>1ST BUDGET CHANGES FY25 YTD</b>	<b>1ST BUDGET RESOLUTION FY25 YTD</b>	<b>FINAL BUDGET APPROPRIATION</b>	<b>FINAL 2025 BUDGET</b>
<b>FUND BALANCE, JANUARY 1, 2025</b>	\$ 451,121,972		\$ 451,121,972	\$ -	\$ 451,121,972
<b>REVENUE BY FUND</b>					
GENERAL FUND	\$ 37,502,374		\$ 37,502,374		\$ 37,502,374
UTILITY FUND	\$ 13,883,167		\$ 13,883,167		\$ 13,883,167
CAPITAL FUND	\$ 10,057,444		\$ 10,057,444		\$ 10,057,444
MARKETING FUND	\$ 5,340,272		\$ 5,340,272		\$ 5,340,272
GOLF COURSE FUND	\$ 4,698,395		\$ 4,698,395		\$ 4,698,395
EXCISE TAX FUND	\$ 50,012,053		\$ 50,012,053		\$ 50,012,053
HOUSING FUND	\$ 21,726,963		\$ 21,726,963		\$ 21,726,963
OPEN SPACE ACQUISITION FUND	\$ 3,990,210		\$ 3,990,210		\$ 3,990,210
CONSERVATION TRUST FUND	\$ 55,542		\$ 55,542		\$ 55,542
GARAGE SERVICES FUND	\$ 6,262,986		\$ 6,262,986		\$ 6,262,986
INFORMATION TECHNOLOGY FUND	\$ 2,228,384		\$ 2,228,384		\$ 2,228,384
FACILITIES MAINTENANCE FUND	\$ 3,698,254		\$ 3,698,254		\$ 3,698,254
SPECIAL PROJECTS FUND	\$ 3,768,498		\$ 3,768,498		\$ 3,768,498
MARIJUANA FUND	\$ 420,521		\$ 420,521		\$ 420,521
CEMETERY FUND	\$ 26,029		\$ 26,029		\$ 26,029
CHILD CARE FUND	\$ 479,226		\$ 479,226		\$ 479,226
PARKING & TRANSPORTATION FUND	\$ 15,090,812		\$ 15,090,812		\$ 15,090,812
HEALTH BENEFITS FUND	\$ 5,509,273		\$ 5,509,273		\$ 5,509,273
SUSTAINABILITY FUND	\$ 5,148,546		\$ 5,148,546		\$ 5,148,546
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,035,945		\$ 7,035,945		\$ 7,035,945
<b>TOTAL REVENUE BY PROGRAM</b>	\$ 196,934,893		\$ 196,934,893	\$ -	\$ 196,934,893
<b>EXPENDITURES BY CATEGORY</b>					
PERSONNEL	\$ 39,956,196		\$ 39,956,196		\$ 39,956,196
MATERIALS & SUPPLIES	\$ 6,143,516		\$ 6,143,516		\$ 6,143,516
CHARGES FOR SERVICES	\$ 36,449,290		\$ 36,449,290		\$ 36,449,290
MINOR CAPITAL	\$ 56,750,656		\$ 56,750,656		\$ 56,750,656
FIXED CHARGES	\$ 1,137,879		\$ 1,137,879		\$ 1,137,879
DEBT SERVICES	\$ 7,077,554		\$ 7,077,554		\$ 7,077,554
GRANTS/CONTINGENCIES	\$ 4,792,755		\$ 4,792,755		\$ 4,792,755
ALLOCATION	\$ 5,108,808		\$ 5,108,808		\$ 5,108,808
TRANSFERS	\$ 59,472,964		\$ 59,472,964		\$ 59,472,964
<b>TOTAL EXPENDITURES BY CATEGORY</b>	\$ 216,889,618		\$ 216,889,618	\$ -	\$ 216,889,618
<b>EXPENDITURES BY PROGRAM</b>					
GENERAL FUND	\$ 34,820,801		\$ 34,820,801		\$ 34,820,801
UTILITY FUND	\$ 16,389,927		\$ 16,389,927		\$ 16,389,927
CAPITAL FUND	\$ 23,996,447		\$ 23,996,447		\$ 23,996,447
MARKETING FUND	\$ 6,265,075		\$ 6,265,075		\$ 6,265,075
GOLF COURSE FUND	\$ 5,632,841		\$ 5,632,841		\$ 5,632,841
EXCISE TAX FUND	\$ 51,072,325		\$ 51,072,325		\$ 51,072,325
HOUSING FUND	\$ 22,711,449		\$ 22,711,449		\$ 22,711,449
OPEN SPACE ACQUISITION FUND	\$ 6,107,040		\$ 6,107,040		\$ 6,107,040
CONSERVATION TRUST FUND	\$ 55,010		\$ 55,010		\$ 55,010
GARAGE SERVICES FUND	\$ 7,460,884		\$ 7,460,884		\$ 7,460,884
INFORMATION TECHNOLOGY FUND	\$ 2,319,876		\$ 2,319,876		\$ 2,319,876
FACILITIES MAINTENANCE FUND	\$ 2,636,518		\$ 2,636,518		\$ 2,636,518
SPECIAL PROJECTS FUND	\$ 4,397,000		\$ 4,397,000		\$ 4,397,000
MARIJUANA FUND	\$ 391,868		\$ 391,868		\$ 391,868
CEMETERY FUND	\$ 25,600		\$ 25,600		\$ 25,600
CHILD CARE FUND	\$ 2,334,075		\$ 2,334,075		\$ 2,334,075
PARKING & TRANSPORTATION FUND	\$ 14,311,416		\$ 14,311,416		\$ 14,311,416
HEALTH BENEFITS FUND	\$ 5,400,079		\$ 5,400,079		\$ 5,400,079
SUSTAINABILITY FUND	\$ 3,621,112		\$ 3,621,112		\$ 3,621,112
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 6,940,275		\$ 6,940,275		\$ 6,940,275
<b>TOTAL EXPENDITURES BY PROGRAM</b>	\$ 216,889,618		\$ 216,889,618	\$ -	\$ 216,889,618
<b>PROJECTED FUND BALANCE DECEMBER 31, 2025</b>	\$ 431,167,248		\$ 431,167,248	\$ -	\$ 431,167,248
<b>RESTRICTIONS</b>			\$ -	\$ -	\$ -
<b>NET FUND BALANCE</b>	\$ 431,167,248		\$ 431,167,248	\$ -	\$ 431,167,248



TOWN OF  
BRECKENRIDGE

# Memo

**To:** Town Council  
**From:** Shannon Haynes, Town Manager  
**Date:** 3/18/2025 (for 3/25/2025 work session)  
**Subject:** Nicotine Flavor Ban and Tobacco Licensing Revisions

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## Town Council Goals (Check all that apply)

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

## Summary

Staff is presenting a revised Retail Tobacco Business Licensing ordinance for Council’s review and discussion. Key policy inclusions in the proposed revised ordinance are:

- Prohibit the sale of flavored nicotine/tobacco products (all products, all locations, all flavors, all times).
- Prohibit discounts on the sale of tobacco products.
- Cap the number of tobacco retailers that may operate in Town.
- Further restrict density and proximity of tobacco retailers to youth-serving facilities and marijuana establishments.
- Prohibit the sale of tobacco products in pharmacies, as defined in the ordinance.

The revisions also include several new definitions that will help with education and enforcement of the ordinance. Staff seeks Town Council guidance prior to presenting the revised Retail Tobacco Business Licensing ordinance for first reading at an upcoming Council meeting.

## Background

The Town of Breckenridge began regulating nicotine products via retailer licenses in 2019 after Colorado House Bill 19-1033 provided authority to counties and municipalities to license nicotine sellers and impose local taxes on tobacco and nicotine products. In 2019, Summit County voters approved a tax on nicotine products, resulting in an initial tax of \$4 per pack of cigarettes and an 40% tax on all other nicotine products, effective January 1, 2020. In addition, the tax as allowed to increase by 10% per year for four years beginning on January 1, 2021. In 2019, the Town entered into an Intergovernmental Agreement with Summit County and all other municipalities in Summit County with commercial tobacco sales to cooperatively administer the tobacco sales tax. The Town of Breckenridge uses revenues from the tobacco sales tax to fund public health tobacco prevention and cessation efforts and non-profits that work on social determinants of health.

At the October 22, 2024 Town Council meeting, a group of local high school students came before Town Council to request that the Town adopt a ban on “flavored” nicotine products. These products have been shown to obscure the flavor of the tobacco, appeal to younger demographics, and serve as a gateway product leading to early addiction and lifelong nicotine use.

Town staff, working with Summit County’s Health Promotion and Prevention Specialist, as well as with a state of Colorado sponsored group from CU-Anschutz, has prepared a draft redlined ordinance for Council’s review and discussion. This draft ordinance language is consistent with the ordinances being considered by other municipalities in Summit County.

**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.

### **Public outreach/engagement**

This topic has been discussed several times among the managers for the other jurisdictions in Summit County including the Towns of Frisco, Silverthorne, Keystone and Dillon, who are all in various stages of adopting a revised version of the ordinance. The Town of Dillon has already passed their version of this ordinance on second reading which will take effect on January 1, 2026. The Towns of Silverthorne, Frisco, and Keystone are also in the process of considering these ordinance changes, with an overall goal of having consistent tobacco and nicotine regulations. Summit County cannot adopt these revised regulations because they do not have the statutory authority to do so.

The Town Manager also met with representatives for 7-11 and discussed the potential impact the proposed changes would have on retailers who carry tobacco products and 7-11 in particular. The 7-11 representatives urged the Town to focus on enforcing current regulations and consider an ordinance that adopts current Federal prohibitions on flavored nicotine/tobacco. Currently, local jurisdictions do not have authority to enforce Federal laws. Representatives from 7-11 asked for this consideration, which would allow them to continue to sell some flavors.

The Town's Liquor and Marijuana Licensing Authority (LMLA), which is also the tobacco business licensing authority for the Town, was consulted on the proposed changes. The LMLA was in favor of the prohibition on flavored nicotine and tobacco products and provided some helpful feedback about ensuring there is sufficient outreach to local businesses prior to the effective date. The Town currently has nine (9) active tobacco business licenses, which is a reduction of six (6) from the number of businesses selling tobacco and nicotine products that existed at the time licensing was adopted in 2019. The LMLA did not have a strong stance on whether to implement caps on the number of tobacco business licenses available within the Town but expressed overall comfort with the number of existing licensed businesses.

For context, the number of licenses in the other Summit County jurisdictions are as follows:

Frisco: 9 retail tobacco licenses

Silverthorne: 9 retail tobacco licenses

Dillon: recently reduced from 4 to 2 after the passage of ToD's ordinance change

Keystone: 4 retail tobacco licenses

Unincorporated Summit County: 5 retail tobacco licenses

### **Financial Implications**

If passed, the Town will see a reduction in sales of nicotine products, and therefore a reduction in sales tax generation. The cost of enforcing the ordinance is covered by the license fees paid by retailers.

### **Equity Lens**

In a presentation by Tracy Doyle at the Colorado School of Public Health, prohibiting the sale of flavored tobacco and nicotine products was identified as a key strategy for reducing tobacco use and tobacco related health disparities, which disproportionately impact certain communities. Prohibiting the sale of flavored tobacco products will positively impact local youth by making tobacco products less attractive and harder to access. Regarding health disparities, Ms. Doyle noted that smoking-related health issues disproportionately impact communities of color, LGBTQ, and other marginalized groups.

While intending to reduce the youth use, these policy changes will have a notable impact on individuals already addicted to tobacco products. To mitigate that impact, it will be important for the Town to continue to support local cessation efforts.

### **Staff Recommendation**

Questions for Council:

1. Should the Town have a cap on the number of retail tobacco licenses? If so, what should that cap be?

2. Should the Town allow existing licensed businesses an exemption from the school and business-to-business distance requirements, including the marijuana business distance requirement?
3. Should the Town allow existing licensed businesses an exemption from the prohibition on pharmacies selling retail tobacco products?

Staff recommends that the Council review the attached drafts of the proposed ordinance (redline and clean), recommend any edits to be made, and schedule a first hearing of the revised ordinance for April 8, 2025.

## CHAPTER 5

### TOBACCO PRODUCT RETAIL LICENSE

#### SECTION:

- 4-5-1: Short title.
- 4-5-2: Authority.
- 4-5-3: Legislative intent.
- 4-5-4: Definitions.
- 4-5-5: License required.
- 4-5-6: Limits on license eligibility
- 4-5-7: Prohibited licensees
- 4-5-8: License authority powers and duties
- 4-5-9: ~~Application~~Application for license
- 4-5-10: Nonrefundable ~~application~~Application fee
- 4-5-11: Town clerk's review of ~~application~~Application
- 4-5-12: Decision by licensing authority
- 4-5-13: Standard conditions of license
- 4-5-14: Authority to impose additional conditions on license
- 4-5-15: Contents of license
- 4-5-16: License not transferable or assignable
- 4-5-17: Duration of license
- 4-5-18: Renewal of license
- 4-5-19: License fees
- 4-5-20: Licensee's specific duties and obligations
- 4-5-21: License denials and hearings
- 4-5-22: Prohibited acts
- 4-5-23: Compliance checks, coordination with state
- 4-5-24: Fines, suspension, revocations
- 4-5-25: Injunctive relief, abatement as nuisance, other remedies
- 4-5-26 : No town liability
- 4-5-27: Designated use of license fees
- 4-5-28: Rules and regulations

**4-5-1: SHORT TITLE: TOBACCO PRODUCT RETAIL BUSINESS LICENSE**

This chapter shall be known and may be cited as the "Town of Breckenridge Retail Tobacco Product Business Licensing Ordinance."

**4-5-2: AUTHORITY:**

The town council finds, determines, and declares that it has the power to adopt this chapter pursuant to:

A. Section [31-17-501](#), Colorado Revised Statutes (concerning municipal regulation of businesses);

B. Section [31-15-401\(1\)\(c\)](#), Colorado Revised Statutes (concerning the power to declare and abate nuisances);

C. The Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.;

D. Article 7 of Title 44, C.R.S. (concerning the regulation of tobacco sales);

E. Section 18-13-121, C.R.S. (concerning furnishing cigarettes, tobacco products and nicotine products to persons under twenty-one years of age);

F. Section 25-14-207, C.R.S. (concerning the regulation of smoking);

G.The authority granted to home rule municipalities by Article [XX](#) of the Colorado Constitution;  
and

H.The powers contained in the Breckenridge Town Charter.

### **4-5-3: LEGISLATIVE INTENT:**

The intent and purpose of this chapter is to regulate the occupation or privilege of selling tobacco products within the town so as to protect the public health and safety.

### **4-5-4: DEFINITIONS:**

As used in this chapter the following words have the following meanings:

**ADULT-ONLY FACILITY:** A physical location where each person attempting to enter the premises is required to present the person's photographic government issued identification verifying that the person is at least the minimum legal sales age to purchase tobacco products prior to entry.

**ANNUAL LICENSE RENEWAL FEE:** The amount of the annual license renewal fee shall be fixed by the town council as part of the annual budget process. Once paid the annual license renewal fee is non-refundable except as may be required by law.

**APPLICANT:** A person who has submitted an Application for license pursuant to this chapter.

**APPLICATION:** An Application for license submitted pursuant to this chapter.

**APPLICATION FEE:** A non-refundable license Application fee paid to the town clerk when the Application is filed. The purpose of the fee is to cover the town's cost of administration of this chapter, license education, inspections of the licensed premises, regular compliance checks, documentation of violations (database management), and prosecutions of violations of licenses. The amount of the license fee shall be fixed by the town council as part of its annual budget process. Once paid, the Application fee is non-refundable except as may be required by law.

**ARM'S LENGTH TRANSACTION:** A sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction.

**CHILD-RESISTANT PACKAGING:** Packaging that meets the definition set forth in the Code of Federal Regulations, title 16, section 1700.15(b) as in effect January 1, 2015, and was tested in

accordance with the method described in the Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

CIGAR: Any roll of tobacco other than a cigarette that is wrapped in tobacco leaf or any other substance containing tobacco, with or without a mouthpiece.

CIGARETTE: means:

1. Any roll of tobacco wrapped in paper or in any substance not containing tobacco;
2. Any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling is likely to offered to, or purchased by consumers as a cigarette described in this section.

COMPLIANCE CHECKS : The systems the Licensing Authority uses to investigate and ensure that tobacco product retailers are compliant with the requirements of this chapter. Compliance Checks may involve the use of persons under twenty-one (21) years of age who attempt to purchase or purchase tobacco products; however, persons under the legal age to purchase tobacco products participating in Compliance Checks shall not be in violation of tobacco and nicotine possession and purchase laws. Compliance Checks may also be conducted by other units of government or designees of the Licensing Authority for educational or training purposes.

COMMERCIAL TOBACCO: Tobacco that is manufactured and sold for profit for use in cigarettes, smokeless tobacco, pipe tobacco, cigars, hookah and other products. Commercial tobacco is regulated by the Food and Drug Administration (FDA) under the Family Smoking and Prevention Act which gives the FDA the authority to regulate the manufacture, distribution and advertising of commercial tobacco. The word "tobacco" when referenced in this chapter, unless otherwise indicated refers to commercial tobacco.

COUPON: Any voucher, rebate, card, paper, note, form, statement, ticket, image or any other form or issue, used for commercial purposes to obtain a product, service or accommodation without charge or at a discounted price.

DAY: A calendar day, unless otherwise indicated.

DELIVERY SALE: The sale of any tobacco or nicotine product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over the counter sales transaction in a tobacco product retail establishment. Delivery sale includes delivery by licensees or third parties by any means including curbside pickup.

DISTRIBUTOR: A person who sells or distributes cigarettes, tobacco products, or nicotine products to licensed retailers in this state. "Distributor" includes a "distributor" or "distributing subcontractor" as those terms are defined in section [39-28.5-101](#), Colorado Revised Statutes.

ELECTRONIC DELIVERY DEVICE: Any device that may be used to deliver any aerosolized or vaporized substance, whether natural or synthetic to the person inhaling from the device, including, but not limited to devices marketed, manufactured, marketed or sold as an electronic smoking device, e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic delivery device includes any component, part or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device whether or not the substance contains nicotine. Electronic delivery device does not include medical marijuana as defined in 44-10-103(34), C.R.S. of section 14 of article XVIII of the state constitution or retail marijuana as defined in 44-10-103(57), C.R.S. or section 16(2)(f) of article XVIII of the state constitution, drugs, devices or combination products authorized for sale by the U.S. Food and Drug Administration as those terms are defined in the Federal Food, Drug and Cosmetic Act.

~~ELECTRONIC SMOKING DEVICE OR ESD: Any product that contains or delivers nicotine or any other substance intended for human consumption and that can be used by a person to enable the inhalation of vapor or aerosol from the product and any similar product or device, whether~~

manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen or under any other product name or descriptor. ESDs do not include:

1. A humidifier or similar device that emits only water vapor; or
2. An inhaler, nebulizer, or vaporizer that is approved by the federal Food and Drug Administration for the delivery of medication.

FLAVORED TOBACCO PRODUCT:

A.

1. Any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit or any candy, dessert, alcoholic beverage, herb or spice;

2. Any tobacco product that imparts a cooling or numbing sensation distinguishable by an ordinary consumer either prior to or during the consumption of such tobacco product;

~~B.3.~~ Any public statement or claim, whether express or implied, made or disseminated by the manufacturer or retailer of a licensed product, or by a person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products that a product has or produces a taste or smell other than a taste or smell of tobacco or a cooling or numbing sensation will constitute preemptive evidence that the product is a flavored product. Presumptive evidence may include, but is not limited to the use of terms such as, "cool," "chill," "ice," "fresh," "artic or "frost," to describe the product.

FULL RETAIL PRICE: The price listed for a tobacco product on its packaging or on any related shelving, advertising or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

GOOD CAUSE (for the purpose of refusing or denying a license renewal under this chapter):

Means:

1. The licensee has violated, does not meet, or has failed to comply with: (a) any of the terms, conditions, or provisions of this chapter; or (b) any rule and regulation promulgated by the town clerk pursuant to this chapter; or
2. The licensee has failed to comply with: (a) any of the terms and conditions of its license including, but not limited to, any special terms or conditions that were placed on its license at the time the license was issued or were subsequently modified by the town clerk pursuant to section [4-5-11\(B\)](#) of this chapter, or (b) any special condition that was placed on its license in prior disciplinary proceedings or that arose in the context of potential disciplinary proceedings.

LICENSED PREMISES: The physical location for which a license is issued pursuant to this chapter.

LICENSED PRODUCTS: Collectively refers to any tobacco product tobacco related device, electronic smoking device, nicotine or synthetic nicotine product.

LICENSEE: The person to whom a license has been issued pursuant to this chapter.

LITTLE CIGAR: Any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco weighing no more than 4.5 pounds per thousand. Little cigar includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar or cigarillo.

LOCAL LICENSING AUTHORITY: The liquor and marijuana licensing authority referred to interchangeably in this chapter as the "LMLA" or licensing authority.

LOOSIES: The common term used to refer to single cigarettes, cigars and any other licensed tobacco products that have been removed from their original retail packaging and offered for sale. The term loosies does not include premium cigars as defined in this section.

MANUFACTURER: Any person, including a repacker or relabeler, who manufactures, fabricates, assembles, processes or labels a tobacco product or imports a finished tobacco product for sale or distribution into the United States.

MINOR: A person under twenty-one (21) years of age.

MOVEABLE PLACE OF BUSINESS: Any form of business operation, event or occurrence related to tobacco products that is operated out of a kiosk, truck, van, automobile or any other type of vehicle or any transportable shelter or other transitory or temporary location and including, but not limited to, any event or festival intended to occur at any location that is not a fixed storefront authorized as a tobacco product retailer in an approved tobacco product retail license by the Town.

~~NEW RETAIL LOCATION: A retail location at which products, or nicotine products were not sold before July 1, 2021, and includes any retail location transferred to a new owner after July 1, 2021; the new owner need not comply with distance requirements.~~

NICOTINE OR NICOTINE DELIVERY PRODUCT: Any product containing or delivering nicotine, including any salt or complex of nicotine whether natural or synthetic, intended for human consumption, or any part of such product, that is not tobacco, or an electronic delivery device as defined in this section. Nicotine or nicotine delivery product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug and Cosmetic Act.

PERSON: Has the meaning provided in section [1-3-2](#) of this Code.

PHARMACY: Any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of Colorado and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

POLICE CHIEF: The police chief of the town, or the police chief designee authorized to act pursuant to section [1-7-2](#) of this Code.

PREMIUM CIGAR: A cigar that meets all of the following characteristics:

1. is handmade or hand rolled;
2. is not mass produced through the use of mechanization;
3. has a wrapper that is made entirely from whole tobacco leaf;
4. has a filler composed of at least fifty (50) percent natural, long-leaf filler tobacco;
5. does not have a filter, tip or non-tobacco mouthpiece;
6. is capped by hand;
7. weighs more than six (6) pounds per thousand units; and
8. has a wholesale price per cigar of:
  - a. for the calendar year ending December 31, 2024, twelve dollars (\$12) dollars; and
  - b. for each calendar year thereafter, twelve dollars (\$12) reflecting any percentage increase for all items and all urban consumers or its successor index.

PROPRIETOR: A person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the stock, assets or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.

RETAILER: The owner or operator of a business of any kind at a specific location that sells cigarettes, tobacco products as defined in this chapter, or nicotine products.

SALE OR SELL: Any transfer, exchange, barter, gift, offer for sale or distribution for a commercial purpose in any manner or by any means.

SCHOOL : A public, parochial, or nonpublic school that provides a basic academic education in compliance with school attendance laws for students in grades one (1) through twelve (12).

SELF-SERVICE DISPLAY: The open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the licensee or employee of the licensee and a direct face-to-face transfer between the purchaser and the licensee or employee of the licensee. A vending machine is a form of self-service display.

SMOKING: Inhaling, exhaling, burning, carrying any lighted or heated cigar, cigarette, pipe or other lighted or heated product containing, made or derived from nicotine, tobacco, marijuana or other plant, whether natural or synthetic that is intended for inhalation. "Smoking" includes carrying or using an electronic smoking device or an electronic delivery device.

STATE LICENSE means a license issued by the division in accordance with section [44-7-104.5](#), Colorado Revised Statutes.

TOBACCO FESTIVAL: An age-restricted off-site tobacco event pursuant to 44-7-105.5, C.R.S.

TOBACCO PRODUCT:

A.

1. Any product containing, made of or derived from ~~C~~commercial ~~T~~tobacco, nicotine or synthetic nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed or ingested by other means, including, but not limited to, products commonly known as a cigarette, a cigar, pipe tobacco, chewing tobacco, electronic smoking device, nicotine delivery product, snuff, snus, and pouch;

2. Any electronic delivery device as defined in this section;

3. Any component, part or accessory of subsection 1 or 2 of this definition whether or not any of these contain tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces or pipes.

B. Tobacco Product does not mean:

1. Any products specifically approved by the United States Food and Drug Administration for use in reducing, treating or eliminating nicotine or tobacco dependence or for other medical purposes when the products are being marketed and sold solely for such approved purposes. Any drugs, devices or combination products authorized for sale by the U.S. Food and Drug Administration as those terms are defined in the Federal Food, Drug and Cosmetic Act.

2. Medical marijuana as defined in 44-10-103(34), C.R.S. or section 16(2)(f) of article XVIII of the State constitution or retail marijuana as defined in 44-10-103(57), C.R.S. or section 16(2)(f) of article XVIII of the State constitution, drugs, devices or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act unless such is made of or contains or is derived from tobacco or nicotine, natural or synthetic.

TOBACCO RELATED DEVICE: Any rolling papers, wraps, pipes, or other device intentionally designed or intended to be used with tobacco products. Tobacco related device includes components of tobacco-related devices or tobacco products which may be marketed or sold separately. Tobacco related devices may or may not contain tobacco.

TOBACCO PRODUCT RETAILER: Any person who sells, offers for sale or exchange or offers to exchange for any form of consideration Commercial Tobacco and/or Tobacco Products. This definition is without regard to the quantity of Tobacco Products sold, offered for sale, exchanged or offered for exchange.

TOBACCO PRODUCT RETAILING: Engaging in the activities of a Tobacco Product Retailer.

TOBACCO PRODUCT RETAIL ESTABLISHMENT: The physical location at which a Tobacco Product Retailer sells, offers for sale or exchange, or offers to exchange for any form of consideration Commercial Tobacco and/or Tobacco Products.

TOWN: Has the meaning provided in section 1-3-2 of this Code.

TOWN CLERK: The town clerk of the town, or the town clerk's designee authorized to act pursuant to section [1-7-2](#) of this Code.

TOWN MANAGER: The town manager of the town, or the town manager's designee authorized to act pursuant to section [1-7-2](#) of this Code.

VENDING MACHINE: Any mechanical, electric, electronic or other type of device that dispenses tobacco products upon payment by any form by the person seeking to purchase tobacco products.

WHOLESALER: A person engaged in the wholesale distribution of cigarettes, tobacco products, or nicotine products and includes a "wholesaler" and "wholesale subcontractor" as those terms are defined in section [39-28-101](#), Colorado Revised Statutes. (Ord. 12, Series 2022)

YOUTH-ORIENTED FACILITY: Any parcel in the town that is occupied by:

1. A public or private kindergarten, elementary, middle, junior high or high school;
2. A library open to the public;
3. A playground open to the public;
4. A youth center, defined as a facility where children ages six (6) -seventeen (17) meet for programs and activities;
5. A recreation facility open to the public, defined as an area place, structure or other facility that is used either temporarily or permanently for community recreation even though the facility may be used for other purposes;
6. A park open to the public;
7. A licensed child-care facility or preschool.

#### **4-5-5: LICENSE REQUIRED:**

A. No person shall conduct or ~~engage in the activities of~~~~carry on~~ a ~~retail~~ ~~T~~tobacco ~~P~~product ~~R~~retailer business within the town without a valid license issued by the licensing authority pursuant to this chapter.

B. A separate license is required for each ~~Tobacco Product Retail Establishment~~ ~~retail location~~ in the town where any ~~T~~tobacco ~~P~~product is sold at retail.

~~C. No license shall be issued pursuant to this chapter to any person under twenty-one (21) years of age at the time of the submission of an application.~~

~~D. New retail locations applying for a license after July 1, 2021, shall not be within 500 feet of a school. The distance between the new retail location and the school is measured from the nearest property line of land used for school purposes to the nearest portion of the building where cigarettes, tobacco products, or nicotine products will be sold, using a route of direct pedestrian access.~~

~~C. In the course of engaging in the activities of a Ttobacco Pproduct Rretailing or in the operation of a business or maintenance of the location for which a license has been issued, it shall be a violation of this chapter for a licensees or any of the licensee's employees or are agents to violate any local, state or federal law applicable to Ttobacco Pproducts, -Ttobacco Pparaphernalia or Ttobacco Pproduct Rretailing.~~

~~D. Except as expressly modified herein, any requirements set forth in this chapter shall be in addition to, and not in lieu of, any other requirements imposed by federal, state or local law.~~

~~E. No person shall be deemed to have any entitlement or vested right to a license or permit from the town, including but not limited to any zoning permit or any sales tax license.~~

#### **4-5-6: LIMITS ON LICENSE ELIGIBILITY:**

A. Location restrictions imposed.

1. Prior to approving a Tobacco Product retail license, the Licensing Authority shall determine whether the proposed location of the Tobacco Product Retail Establishment complies with the requirements of this section of this chapter. Failure to comply with the requirements of this section shall preclude approval and issuance of a license.

2. Each Tobacco Product Retail Establishment shall be operated from a permanent location. No Tobacco Product Retail Establishment shall be permitted to operate from a moveable, mobile, or transitory location.

3. A Tobacco Product Retail Establishment may be located only on property as allowed in the table of uses as defined by the Town.

4. Proximity to a Youth-Oriented Facility. No license may issue, and no existing license may be renewed, to authorize Tobacco Product Retailing within one-thousand five hundred (1500) feet of a youth-oriented facility as measured by a straight line from the nearest point of the property line of the parcel on which the youth-oriented facility is located to the nearest point of the property line of the parcel on which the Applicant's business is located.

a. The foregoing distance requirements shall be computed by direct measurement in a straight line from the nearest property line of the land used for a school or youth-oriented facility and a Tobacco Product Retail Establishment to the nearest portion of the building in which the Tobacco Product Retail Establishment that is the subject of the Application is proposed to be located.

b. An exception for the issuance of a Tobacco Product retail license is available at the discretion of the Licensing Authority for an existing retail establishment operating and selling tobacco products prior to the effective date of this ordinance that is located less than 1500' from a youth-oriented facility if all other licensing requirements are complied with.

5. No Tobacco Product Retail Establishment may be located within one-thousand five hundred (1500) feet of another Tobacco Product Retail Establishment measured by a straight line from the nearest point of the property line of the parcel on which the Applicant's business is located to the nearest point of the property line of the parcel on which an existing licensed Tobacco Product Retail Establishment is located.

6. Proximity to Medical Marijuana or Retail Marijuana Licensed Retailer. No Tobacco Product Retail license may be issued, and no existing license may be renewed, to authorize Tobacco Product Retailing within one thousand five hundred (1500) feet of an existing medical marijuana or retail marijuana licensed business as defined in Title 44 Article 10, C.R.S. measured by a straight line from the nearest point of the property line of the parcel on which the Applicant's business is located to the nearest point of the property line of the parcel on which an existing medical or retail marijuana licensed business is located.

7. No tobacco festivals are permitted in the town.

#### B. Maximum number of tobacco products licenses

1. The maximum number of tobacco product retail licenses located and operating in the Town is limited to X.

b. The Licensing Authority shall keep accurate records of the number of Tobacco Product retail licenses issued.

c. Licenses shall be processed based on the submittal date of a completed

[Application.](#)

#### **4-5-7 PROHIBITED LICENSEES:**

A. It shall be unlawful for any of the following persons to have an ownership or a financial interest in a [Tobacco Product Retail Establishment license](#), and no license provided by this chapter shall be issued to, or held by:

1. Any person until all applicable fees for the license have been paid;

[23. Any corporation, partnership, limited liability company, or other entity whose officers, members, partners, directors or stockholders are not of good moral character;](#)

[34. Any natural person who is under twenty-one \(21\) years of age;](#)

[45. Any person in the immediately preceding twenty-four \(24\) months with a tobacco product retail license revoked or suspended by the state, or by another licensing authority in any other jurisdiction;](#)

[56. Any person convicted of a felony that is deemed a crime of violence or has completed any portion of a felony sentence within the preceding five \(5\) years;](#)

[67. A person licensed pursuant to this chapter who, during a period of licensure, or who, at the time of \[Application\]\(#\), has failed to remedy an outstanding delinquency for taxes owed, or an outstanding delinquency for judgments owed to a government;](#)

[78. Any law enforcement officer, officer or employee of the state licensing authority, officer or employee of the LMLA authority, or officer or employee of the Town.](#)

[89. Pharmacies. No license may issue, and no existing license may be renewed, to authorize tobacco product retailing in a \[Pharmacy\]\(#\).](#)

#### **4-5-8 LICENSING AUTHORITY POWERS AND DUTIES**

The local licensing authority shall have the following powers and duties, and any other responsibilities as deemed appropriate by the town:

A. To require an Applicant or licensee to furnish any relevant information required by the authority; and

B. To administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records at any hearing that the authority is authorized to conduct. The authority may adopt public hearing procedures by resolution; and

C. The authority in its discretion, upon Application in the prescribed form, may approve, conditionally approve, or deny an Applicant a ~~local Tobacco Product Retail~~ license- subject to the provisions and restrictions provided in this chapter; and

D. Retailer education. The Authority or its designees shall provide education to retailers as the authority deems appropriate about the ~~Tobacco Product Retail~~ license, license administration, renewal and responsibilities associated with a ~~Tobacco Product Retail~~ license.

E. The licensing authority may adopt administrative rules and regulations as may be necessary for the proper administration of this chapter. The licensing authority may, from time to time and in consultation with the town clerk and town manager adopt, amend, alter and repeal administrative rules and regulations as may be necessary for the proper administration of this chapter.

#### **4-5-9 APPLICATION APPLICATION FOR LICENSE:**

A. A person seeking to obtain a license pursuant to this chapter shall file an Application with the town clerk. The form of the Application shall be provided by the town clerk.

B. A license issued pursuant to this chapter does not eliminate the need for the licensee to obtain other required town licenses related to the operation of the licensee's business, including, without limitation:

1. A town sales tax license; and
2. A town business and occupational tax license.

C. The licensing authority shall not accept an [Application for a Tobacco Product Retail license](#) unless and until the authority receives a copy of the [Applicant's state retailer tobacco product license pursuant to 44-7-104.5, C.R.S.](#)

#### **4-5-~~107~~: NONREFUNDABLE [APPLICATION FEE](#):**

An [Applicant](#) shall pay to the town clerk a non-refundable [Application](#) fee when the [Application](#) is filed. The purpose of the fee is to cover the town's cost of administration of this chapter, licensee education, inspections of licensed premises, regular compliance checks, documentation of violations (database management), and prosecutions of violations of licenses. The amount of the [Application](#) fee and the license renewal fee shall be fixed by the town council as part of its annual budget process. Once paid, an [Application](#) fee is nonrefundable except as may be required by law.

#### **4-5-~~118~~: TOWN CLERK'S REVIEW OF [APPLICATION](#):**

A. Upon receipt of a properly completed [Application](#), together with all information required in connection therewith and the payment of the [Application](#) fee, the town clerk shall transmit copies of the [Application](#) to:

1. The police chief; and
2. Any other person or agency that the town clerk determines should properly investigate and comment upon the [Application](#).

B. Within twenty (20) days of receipt of a completed [Application](#) the police chief and those referral agencies described in subsection [A](#) of this section shall provide the town clerk with comments concerning the [Application](#).

C. If the town clerk requests the [Applicant](#) to provide additional information that the town clerk reasonably determines to be necessary in connection with the investigation and review of

the [Application](#), the [Applicant](#) shall provide such information within five (5) days of the town clerk's request, unless the town clerk agrees to a longer time period.

**4-5-129: DECISION BY LICENSING AUTHORITY:**

A. The licensing authority shall conditionally approve or deny an [Application](#) within thirty (30) days of the receipt of a completed [Application](#) unless, by written notice to the [Applicant](#).

B. The licensing authority shall issue a license under this chapter when, from a consideration of the [Application](#), and such other relevant information as may otherwise be obtained, the licensing authority determines that:

1. The [Application](#) (including any required attachments and submissions) is complete and signed by the [Applicant](#);
2. The [Applicant](#) has paid the [Application](#) fee;
3. The [Application](#) does not contain a material falsehood or misrepresentation; and
4. The granting of the [Application](#) will not endanger public health or safety.

C. The licensing authority shall deny an [Application](#) for a license under this chapter if the licensing authority determines that:

1. Information contained in the [Application](#), or supplemental information provided by the [Applicant](#), is found to be false in any material respect;
2. The [Applicant](#) has had a license issued under this chapter revoked within the two (2) years immediately preceding the filing of the [Application](#), or the [Applicant](#) owned a fifty percent (50%) or greater interest in any business entity that has had a license issued under this chapter revoked within the two (2) years immediately preceding the filing of the [Application](#);
3. The [Applicant](#) is currently indebted to the town for any lawfully assessed tax or fee; or
4. The granting of the [Application](#) will endanger public health or safety.

D. If the [Application](#) is denied, the licensing authority shall clearly set forth in writing the grounds for denial.

E. If the [Application](#) is conditionally approved, the licensing authority shall clearly set forth in writing the conditions of approval.

#### **4-5-130: STANDARD CONDITIONS OF LICENSE:**

A. A retailer shall not sell or permit the sale of ~~cigarettes, tobacco products, or nicotine products~~ to a person under twenty one (21) years of age; except that it is not a violation if the retailer establishes that the person selling the cigarette, tobacco product, or nicotine product was presented with and reasonably relied upon a valid government-issued photographic identification, that identified the person purchasing the cigarette, tobacco product, or nicotine product as being twenty one (21) years of age or older.

B. A retailer shall not permit a person under ~~twenty-one (21) eighteen (18)~~ years of age to sell or participate in the sale of ~~cigarettes, or nicotine products. This subsection does not prohibit an employee of a retailer who is eighteen (18) years of age or older but under twenty one (21) years of age from handling or otherwise having any contact with cigarettes,~~ tobacco products, or nicotine products that are offered for sale at the retailer's business.

C. No retailer shall sell or offer to sell individual cigarettes, or any pack or container of cigarettes containing fewer than twenty (20) cigarettes, or roll-your-own tobacco in any package containing less than 0.60 ounces of tobacco .

D. A retailer shall not advertise an electronic smoking device product in a manner that is visible from outside the retail location at which the product is offered for sale.

E. A retailer shall not sell or offer to sell any ~~cigarettes, tobacco products, or nicotine products~~ by use of a vending machine or other coin-operated machine ~~;~~ ~~except that cigarettes may be sold at retail through vending machines only in an age-restricted area of a licensed gaming establishment, as defined in section 44-30-103(18), Colorado Revised Statutes.~~

F. ~~Flavored tobacco products shall not be sold or offered for sale at any location in the town.~~

G. A retailer shall not engage in the delivery of tobacco products.

H.G. A retailer shall require an individual who seeks to purchase ~~cigarettes, tobacco products, or nicotine products~~ and who appears to be under fifty (50) years of age to present to the retailer a valid government-issued photographic identification at the time of purchase.

~~I.H.~~ Any person who sells or offers to sell ~~cigarettes, tobacco products, or nicotine products~~ shall display the license and the below warning sign in a prominent place in the building ~~and on any vending or coin-operated machine~~ at all times. Such sign must have a minimum height of 3 inches and a width of 6 inches, and must read as follows:

WARNING

IT IS ILLEGAL TO SELL ~~CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS~~ TO ANY PERSON UNDER TWENTY-ONE YEARS OF AGE. STATE LAW REQUIRES THAT, TO PURCHASE ~~CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS~~ AT THIS RETAIL LOCATION, A PERSON MUST PRESENT A VALID GOVERNMENT-ISSUED PHOTOGRAPHIC IDENTIFICATION AT THE TIME OF PURCHASE IF THE PERSON APPEARS TO BE UNDER FIFTY YEARS OF AGE. THE SALE OF FLAVORED TOBACCO PRODUCTS IS PROHIBITED IN BRECKENRIDGE, CO.

~~I. Nothing in this section affects federal laws concerning cigarettes, tobacco products, or nicotine products, as they apply to military bases and Indian reservations within the state. (Ord. 12, Series 2022)~~

**4-5-141: AUTHORITY TO IMPOSE ADDITIONAL CONDITIONS ON LICENSE:**

A. In addition to the standards, terms and conditions set forth in section ~~4-5-13 4-5-10~~ of this chapter, the licensing authority shall have the authority to impose such additional reasonable terms and conditions on a license as may be necessary to protect the public health, safety, and welfare, and to obtain compliance with the requirements of this chapter and other applicable law.

B. For good cause shown, the licensing authority may administratively modify or eliminate or add any license condition during the term of the license.

**4-5-152: CONTENTS OF LICENSE:**

A. A license shall contain the following information:

1. The name of the licensee;

2. The date of the issuance of the license;
3. The address at which the licensee is authorized to operate the business; and
4. The date of the expiration of the license.

B. A license must be signed by both the licensee and the town clerk to be valid.

#### **4-5-163: LICENSE NOT TRANSFERABLE OR ASSIGNABLE:**

A license is nontransferable and nonassignable. Any attempt to transfer or assign a license shall void the license.

#### **4-5-174: DURATION OF LICENSE:**

Each license issued pursuant to this chapter shall be valid for one (1) year from the date of issuance.

#### **4-5-185: RENEWAL OF LICENSE:**

A. A licensee does not have a vested right or a property right in the renewal of a license issued pursuant to this chapter.

B. Each license issued pursuant to this chapter may be renewed as provided in this section; a local license and state license shall have the same renewal date.

C. An [Application](#) for the renewal of an existing license shall be made to the town clerk not less than forty five (45) days prior to the date of expiration. No [Application](#) for renewal shall be accepted by the town clerk after the date of expiration. The town clerk may waive the forty five (45) days' time requirement set forth in this subsection if the [Applicant](#) demonstrates an adequate reason.

D. At the time of the filing of an [Application](#) for the renewal of an existing license the [Applicant](#) shall pay to the town a renewal fee in an amount fixed by the town council as part of its annual budget process.

E. The timely filing of a renewal [Application](#) shall extend the current license until a final decision is made on the renewal [Application](#) by the licensing authority.

F. A license may be renewed or not renewed by the licensing authority for the same reasons and in the same manner as provided for in the initial [Application](#).

#### **4-5-19: FEES:**

~~A. License Fee. The Annual License Fee for a license is \$600.00. The town council shall review the license fee annually during the annual budget process. Once paid the license fee is nonrefundable except as may be required by law.~~

#### **4-5-2016: LICENSEE'S SPECIFIC DUTIES AND OBLIGATIONS:**

In addition to the other requirements of this chapter, it is the duty and obligation of each licensee to comply with the following:

A. All of the terms and conditions of the license, including, without limitation, the standard license conditions described in section ~~4-5-13 4-5-10~~ of this chapter and any special condition imposed by the licensing authority under ~~section 4-5-11~~ of this chapter;

B. All of the requirements of this chapter; and

C. All laws, including federal, state and local town ordinances pertaining to tobacco products that are applicable to the licensee's business

#### **4-5-2117: LICENSE DENIALS AND HEARINGS:**

A. [Applicant](#) bears the burden of proving it meets the requirements of state and local laws for licensure.

B. An [Application](#) may be denied where the [Applicant](#) made misstatements, omissions, misrepresentations, or untruths in the [Application](#). Providing misstatements, misrepresentations, omissions, or untruths may be the basis for administrative action.

C. The licensing authority may deny an [Application](#), including an initial or renewal [Application](#), only for good cause. Good cause shall include the following:

1. During any period in which an [Applicant](#) is ineligible to apply, or prohibited from applying, for a license pursuant to a penalty imposed under this Code or section 44-7-106, Colorado Revised Statutes, and any rules or regulations.

2. When an [Applicant](#) failed to provide all required information or documents, provided inaccurate, incomplete, or untruthful information or documents, or failed to cooperate with requests for additional information.

3. The [Applicant](#) has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of this Code, article [7](#) of title [44](#), Colorado Revised Statutes, or any rules promulgated thereunder.

D. If the licensing authority denies an [Application](#), the licensing authority shall inform the [Applicant](#) in writing of the reasons for the denial in a notice of denial, personally delivered to the retailer at the actual retail location or mailed to the retailer at the last-known address as shown by the records.

E. A denied [Applicant](#) that timely requests a hearing following issuance of a notice of denial shall be served with a notice of grounds for denial, and shall be entitled to a hearing regarding the matters addressed therein.

F. The licensing authority's decision shall constitute a final agency. Any appeal of the licensing authority's decision shall be filed with a district court of competent jurisdiction and venue for purposes of an appeal of a decision is proper in the district court for Summit County.

#### **4-5-22: PROHIBITED ACTS:**

A. **Self-Service Product Displays Prohibited.** Tobacco product retailing by means of a self-service display in which tobacco products are accessible to consumers without the assistance of the licensee or an employee or agent of the licensee are prohibited. A vending machine is a form of a self-service display.

B. **Distribution of Tobacco Product Samples or Tobacco Product Promotional Items Prohibited.** It is unlawful for any person to distribute free or nominally priced tobacco products.

C. **Prohibition of Tobacco Product Coupons and Discounts.** No tobacco product

retailer shall:

1. Honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price; or

2. Sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or

3. Provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.

D. Sale of Flavored Tobacco Products Prohibited. The sale or offer for sale of flavored tobacco products in town is prohibited.

E. Onsite Delivery of Tobacco Products Prohibited. The delivery of tobacco products from a licensed tobacco product retailer to a person who is not another licensed tobacco product retailer is prohibited.

1. This section does not apply to the direct shipment of cigars or pipe tobacco that is not restricted pursuant to 44-7-104.7, C.R.S.

F. False/Misleading Advertising Prohibited. A tobacco product retailer without a valid tobacco product retailer license or a proprietor without a valid tobacco product retailer license, including, for example, a person whose license has been suspended or revoked:

1. Shall keep all tobacco products and tobacco paraphernalia out of public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute tobacco product retailing without a license under this chapter; and

2. Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco

product retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

#### **4-5-23: COMPLIANCE CHECKS; COORDINATION WITH STATE LAW:**

A. Retail Compliance Checks. All Licensed premises must be open to inspection by law enforcement or other authorized official during regular business hours. From time to time, but at least two (2) times per year, the Town will conduct compliance checks by engaging with persons under the age of twenty-one (21) at each licensed retail location where tobacco products are sold.

1. The Town shall perform a Compliance Check by engaging a person who is under twenty-one (21) years of age to enter a retail location to purchase tobacco products.

2. Prior written consent is required for any minor who participates in a Compliance Check. Under-aged individuals participating in Compliance Checks will be supervised by law enforcement or other designated personnel and will not be guilty of illegal possession or illegal procurement when those items are obtained as a part of the Compliance Check. The Town shall not enforce any law establishing a minimum age for tobacco product purchases or possession against an individual who otherwise might be in violation of such law because of the individual's age (hereinafter "underage operative") if the potential violation occurs when:

a. the underage operative is participating in an inspection supervised by a peace officer, code enforcement official, or the Licensing Authority designated to monitor compliance with this chapter;

b. the underage operative is acting as an agent of the Town, the Licensing Authority or an entity designated by the Town to monitor compliance with this chapter; or

c. the underage operative is participating in an inspection funded in part, either directly or indirectly through subcontracting, by the Summit County Public Health Department, the Colorado Department of Public Health and Environment or the Colorado Department of Revenue.

3. If the Compliance Check results in a violation pursuant to this chapter the authority will conduct an additional Compliance Check of the retail location where the violation occurred within forty-five (45) days.

4. Any decision made by the authority to approve, conditionally approve, or deny a license Application, to revoke or suspend a license, or to renew or not renew a license shall be a final decision which may be appealed to the District Court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. No defense or objection may be presented for judicial review unless it is first presented to the authority prior to the effective date of the authority's decision.

C. When a Compliance Check is completed by the police department, the police department will notify the State of Colorado Liquor/Tobacco Enforcement Division of any outcome, or action taken on the licensee as a result of the compliance check.

D. A database of Compliance Check results and hearing outcomes shall be maintained by police department.

#### **4-5-2418: FINES, SUSPENSION OR REVOCATION OF LICENSE:**

A. After investigation and a public hearing before the licensing authority at which a retailer must be afforded an opportunity to be heard, the licensing authority may impose fines, or impose suspension or revocation for reasons set forth below.

B. A license issued by the licensing authority may be suspended or revoked by the licensing authority for any of the following reasons:

1. Violation of the Colorado Retail Tobacco Code;

2. Violation of any applicable administrative regulation;
  3. Violation of this chapter;
  4. Violation of the terms and conditions of a license;
  5. Misrepresentation or omission of any material fact, or false or misleading information, on the license [Application](#) or any amendment thereto, or any other information provided by the licensee to the licensing authority related to the licensee's business;
  6. Violation of any law which, if it occurred prior to the submittal of the license [Application](#), could have been cause for denial of the license [Application](#);
  7. Failure to maintain or to provide to licensing authority upon request any books, recordings, reports, or other records as required by applicable law;
  8. Temporary or permanent closure or other sanction of the licensee by the local licensing authority, the Colorado Department of Public Health and Environment, or other governmental entity with jurisdiction, for failure of the licensee to comply with applicable provisions of the Colorado Retail Tobacco Code;
  9. Revocation or suspension of the state license; or
  10. The failure of a licensee to timely correct any violation of state or local laws, any applicable administrative regulation, this chapter, or the terms and conditions of the license's license within the time stated in a notice or order issued by licensing authority.
- C. The procedure to suspend or revoke a local license shall be as set forth in this chapter.
- D. In connection with the suspension of a license, the licensing authority may impose reasonable conditions.
- E. In deciding whether a license should be suspended or revoked, and in deciding what conditions to impose in the event of a suspension, if any, the licensing authority shall consider mitigating and aggravating factors when considering the imposition of a penalty. These factors may include, but are not limited to:
1. Any prior violations that the licensee has admitted to or was found to have engaged in.

2. Action taken by the licensee to prevent the violation (e.g., training provided to employees).
3. Licensee's past history of success or failure with compliance checks.
4. Corrective action(s) taken by the licensee related to the current violation or prior violations.
5. Willfulness and deliberateness of the violation.
6. Likelihood of reoccurrence of the violation.
7. The owner or a manager is the violator or has directed an employee or other individual to violate the law.

F. A license issued by the local licensing authority may be revoked if the local licensing authority determines that the licensed premises have been inactive, without good cause, for at least one (1) year.

G. If the licensing authority suspends or revokes a license the licensee may appeal the suspension or revocation to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The licensee's failure to timely appeal the decision is a waiver of the licensee's right to contest the denial or conditional approval of the [Application](#).

H. No fee previously paid by a licensee in connection with the [Application](#) shall be refunded if the licensee's license is suspended or revoked.

#### **4-5-~~2519~~: INJUNCTIVE RELIEF; ABATEMENT AS NUISANCE; OTHER REMEDIES:**

A. If a person is required to have a valid license issued pursuant to this chapter the operation of such person's business without such license may be enjoined by the town in an action brought in the municipal court pursuant to section [1-8-10](#) of this Code, or in any other court of competent jurisdiction.

B. The operation of a retail tobacco product ~~retail rental~~ business within the town without a valid license issued pursuant to this chapter is declared to be a public nuisance, and is subject to abatement as provided by law.

C. The remedies provided in this section are in addition to any other remedy provided by applicable law.

D. In any case in which the town prevails in a civil action initiated pursuant to this section, the town may recover its reasonable attorney fees plus costs of the proceeding.

**4-5-20: ~~COORDINATION WITH STATE; COMPLIANCE CHECKS:~~**

~~A. Compliance with this chapter shall be enforced by the police department. The police chief may designate additional individuals, departments or groups to assist with the enforcement of this chapter as deemed appropriate.~~

~~B. To the degree it is achievable within the amount of fees collected, the town will conduct two (2) compliance checks per retail location, per year.~~

~~C. When a compliance check is completed by the police department, the police department will notify the division of any outcome, or action taken on the licensee as a result of the compliance check.~~

~~D. A database of compliance check results and hearing outcomes shall be maintained by police department. (Ord. 12, Series 2022)~~

**4-5-261: NO TOWN LIABILITY:**

The adoption of this chapter and the issuance of licenses pursuant to this chapter shall not create any duty to any person. No person shall have any civil liability remedy against the town, or its officers, employees or agents, for any damage or loss of any kind arising out of or in any way connected with the issuance of any license pursuant to this chapter. Nothing in this chapter shall be construed to create any liability or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, section [24-10-101](#),

et seq., Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the town, or its officers, employees or agents.

#### **4-5-272: DESIGNATED USE OF LICENSE FEES:**

Immediately upon receipt or collection thereof, all license fees collected by the town pursuant to this chapter shall be deposited into a separate fund. Licensee fees shall be used only for the purposes described in this chapter. Monies credited to such fund shall not be available to be pledged or expended, by interfund transfer or otherwise, for any general purposes of the town.

#### **4-5-283: RULES AND REGULATIONS:**

The town clerk shall have the authority from time to time to adopt, amend, alter, and repeal administrative rules and regulations as may be necessary for the proper administration of this chapter. Such regulations shall be adopted in accordance with the procedures established by title [1](#), chapter [18](#) of this Code. A violation of such regulations may be enforced in the town's municipal court.

## CHAPTER 5

### TOBACCO PRODUCT RETAIL LICENSE

#### SECTION:

- 4-5-1: Short title.**
- 4-5-2: Authority.**
- 4-5-3: Legislative intent.**
- 4-5-4: Definitions.**
- 4-5-5: License required.**
- 4-5-6: Limits on license eligibility**
- 4-5-7: Prohibited licensees**
- 4-5-8: License authority powers and duties**
- 4-5-9: Application for license**
- 4-5-10: Nonrefundable Application fee**
- 4-5-11: Town clerk's review of Application**
- 4-5-12: Decision by licensing authority**
- 4-5-13: Standard conditions of license**
- 4-5-14: Authority to impose additional conditions on license**
- 4-5-15: Contents of license**
- 4-5-16: License not transferable or assignable**
- 4-5-17: Duration of license**
- 4-5-18: Renewal of license**
- 4-5-19: License fees**
- 4-5-20: Licensee's specific duties and obligations**
- 4-5-21: License denials and hearings**
- 4-5-22: Prohibited acts**
- 4-5-23: Compliance checks, coordination with state**
- 4-5-24: Fines, suspension, revocations**
- 4-5-25: Injunctive relief, abatement as nuisance, other remedies**
- 4-5-26 : No town liability**
- 4-5-27: Designated use of license fees**
- 4-5-28: Rules and regulations**

**4-5-1: SHORT TITLE: TOBACCO PRODUCT RETAIL BUSINESS LICENSE**

This chapter shall be known and may be cited as the "Town of Breckenridge Retail Tobacco Product Business Licensing Ordinance."

**4-5-2: AUTHORITY:**

The town council finds, determines, and declares that it has the power to adopt this chapter pursuant to:

- A. Section [31-17-501](#), Colorado Revised Statutes (concerning municipal regulation of businesses);
- B. Section [31-15-401\(1\)\(c\)](#), Colorado Revised Statutes (concerning the power to declare and abate nuisances);
- C. The Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.;
- D. Article 7 of Title 44, C.R.S. (concerning the regulation of tobacco sales);
- E. Section 18-13-121, C.R.S. (concerning furnishing cigarettes, tobacco products and nicotine products to persons under twenty-one years of age);
- F. Section 25-14-207, C.R.S. (concerning the regulation of smoking);
- G. The authority granted to home rule municipalities by Article [XX](#) of the Colorado Constitution; and
- H. The powers contained in the Breckenridge Town Charter.

### **4-5-3: LEGISLATIVE INTENT:**

The intent and purpose of this chapter is to regulate the occupation or privilege of selling tobacco products ,within the town so as to protect the public health and safety.

### **4-5-4: DEFINITIONS:**

As used in this chapter the following words have the following meanings:

**ADULT-ONLY FACILITY:** A physical location where each person attempting to enter the premises is required to present the person's photographic government issued identification verifying that the person is at least the minimum legal sales age to purchase tobacco products prior to entry.

**ANNUAL LICENSE RENEWAL FEE:** The amount of the annual license renewal fee shall be fixed by the town council as part of the annual budget process. Once paid the annual license renewal fee is non-refundable except as may be required by law.

**APPLICANT:** A person who has submitted an Application for license pursuant to this chapter.

**APPLICATION:** An Application for license submitted pursuant to this chapter.

**APPLICATION FEE:** A non-refundable license Application fee paid to the town clerk when the Application is filed. The purpose of the fee is to cover the town's cost of administration of this chapter, license education, inspections of the licensed premises, regular compliance checks, documentation of violations (database management), and prosecutions of violations of licenses. The amount of the license fee shall be fixed by the town council as part of its annual budget process. Once paid, the Application fee is non-refundable except as may be required by law.

**ARM'S LENGTH TRANSACTION:** A sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction.

**CHILD-RESISTANT PACKAGING:** Packaging that meets the definition set forth in the Code of Federal Regulations, title 16, section 1700.15(b) as in effect January 1, 2015, and was tested in

accordance with the method described in the Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

CIGAR: Any roll of tobacco other than a cigarette that is wrapped in tobacco leaf or any other substance containing tobacco, with or without a mouthpiece.

CIGARETTE: means:

1. Any roll of tobacco wrapped in paper or in any substance not containing tobacco;
2. Any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling is likely to offered to, or purchased by consumers as a cigarette described in this section.

COMPLIANCE CHECKS : The systems the Licensing Authority uses to investigate and ensure that tobacco product retailers are compliant with the requirements of this chapter. Compliance Checks may involve the use of persons under twenty-one (21) years of age who attempt to purchase or purchase tobacco products; however, persons under the legal age to purchase tobacco products participating in Compliance Checks shall not be in violation of tobacco and nicotine possession and purchase laws. Compliance Checks may also be conducted by other units of government or designees of the Licensing Authority for educational or training purposes.

COMMERCIAL TOBACCO: Tobacco that is manufactured and sold for profit for use in cigarettes, smokeless tobacco, pipe tobacco, cigars, hookah and other products. Commercial tobacco is regulated by the Food and Drug Administration (FDA) under the Family Smoking and Prevention Act which gives the FDA the authority to regulate the manufacture, distribution and advertising of commercial tobacco. The word "tobacco" when referenced in this chapter, unless otherwise indicated refers to commercial tobacco.

COUPON: Any voucher, rebate, card, paper, note, form, statement, ticket, image or any other form or issue, used for commercial purposes to obtain a product, service or accommodation without charge or at a discounted price.

DAY: A calendar day, unless otherwise indicated.

DELIVERY SALE: The sale of any tobacco or nicotine product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over the counter sales transaction in a tobacco product retail establishment. Delivery sale includes delivery by licensees or third parties by any means including curbside pickup.

DISTRIBUTOR: A person who sells or distributes cigarettes, tobacco products, or nicotine products to licensed retailers in this state. "Distributor" includes a "distributor" or "distributing subcontractor" as those terms are defined in section [39-28.5-101](#), Colorado Revised Statutes.

ELECTRONIC DELIVERY DEVICE: Any device that may be used to deliver any aerosolized or vaporized substance, whether natural or synthetic to the person inhaling from the device, including, but not limited to devices marketed, manufactured, marketed or sold as an electronic smoking device, e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic delivery device includes any component, part or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device whether or not the substance contains nicotine. Electronic delivery device does not include medical marijuana as defined in 44-10-103(34), C.R.S. of section 14 of article XVIII of the state constitution or retail marijuana as defined in 44-10-103(57), C.R.S. or section 16(2)(f) of article XVIII of the state constitution, drugs, devices or combination products authorized for sale by the U.S. Food and Drug Administration as those terms are defined in the Federal Food, Drug and Cosmetic Act.

FLAVORED TOBACCO PRODUCT:

A.

1. Any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit or any candy, dessert, alcoholic beverage, herb or spice;

2. Any tobacco product that imparts a cooling or numbing sensation distinguishable by an ordinary consumer either prior to or during the consumption of such tobacco product;

B. Any public statement or claim, whether express or implied, made or disseminated by the manufacturer or retailer of a licensed product, or by a person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products that a product has or produces a taste or smell other than a taste or smell of tobacco or a cooling or numbing sensation will constitute preemptive evidence that the product is a flavored product. Presumptive evidence may include, but is not limited to the use of terms such as, "cool," "chill," "ice," "fresh," "artic or "frost," to describe the product.

FULL RETAIL PRICE: The price listed for a tobacco product on its packaging or on any related shelving, advertising or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

GOOD CAUSE (for the purpose of refusing or denying a license renewal under this chapter):

Means:

1. The licensee has violated, does not meet, or has failed to comply with: (a) any of the terms, conditions, or provisions of this chapter; or (b) any rule and regulation promulgated by the town clerk pursuant to this chapter; or
2. The licensee has failed to comply with: (a) any of the terms and conditions of its license including, but not limited to, any special terms or conditions that were placed on its license at the time the license was issued or were subsequently modified by the town clerk

pursuant to section [4-5-11\(B\)](#) of this chapter, or (b) any special condition that was placed on its license in prior disciplinary proceedings or that arose in the context of potential disciplinary proceedings.

**LICENSED PREMISES:** The physical location for which a license is issued pursuant to this chapter.

**LICENSED PRODUCTS:** Collectively refers to any tobacco product tobacco related device, electronic smoking device, nicotine or synthetic nicotine product.

**LICENSEE:** The person to whom a license has been issued pursuant to this chapter.

**LITTLE CIGAR:** Any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco weighing no more than 4.5 pounds per thousand. Little cigar includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar or cigarillo.

**LOCAL LICENSING AUTHORITY:** The liquor and marijuana licensing authority referred to interchangeably in this chapter as the "LMLA" or licensing authority.

**LOOSIES:** The common term used to refer to single cigarettes, cigars and any other licensed tobacco products that have been removed from their original retail packaging and offered for sale. The term loosies does not include premium cigars as defined in this section.

**MANUFACTURER:** Any person, including a repacker or relabeler, who manufactures, fabricates, assembles, processes or labels a tobacco product or imports a finished tobacco product for sale or distribution into the United States.

**MINOR:** A person under twenty-one (21) years of age.

**MOVEABLE PLACE OF BUSINESS:** Any form of business operation, event or occurrence related to tobacco products that is operated out of a kiosk, truck, van, automobile or any other type of vehicle or any transportable shelter or other transitory or temporary location and including,

but not limited to, any event or festival intended to occur at any location that is not a fixed storefront authorized as a tobacco product retailer in an approved tobacco product retail license by the Town.

NICOTINE OR NICOTINE DELIVERY PRODUCT: Any product containing or delivering nicotine, including any salt or complex of nicotine whether natural or synthetic, intended for human consumption, or any part of such product, that is not tobacco, or an electronic delivery device as defined in this section. Nicotine or nicotine delivery product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug and Cosmetic Act.

PERSON: Has the meaning provided in section [1-3-2](#) of this Code.

PHARMACY: Any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of Colorado and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

POLICE CHIEF: The police chief of the town, or the police chief designee authorized to act pursuant to section [1-7-2](#) of this Code.

PREMIUM CIGAR: A cigar that meets all of the following characteristics:

1. is handmade or hand rolled;
2. is not mass produced through the use of mechanization;
3. has a wrapper that is made entirely from whole tobacco leaf;
4. has a filler composed of at least fifty (50) percent natural, long-leaf filler tobacco;
5. does not have a filter, tip or non-tobacco mouthpiece;
6. is capped by hand;
7. weighs more than six (6) pounds per thousand units; and
8. has a wholesale price per cigar of:
  - a. for the calendar year ending December 31, 2024, twelve dollars (\$12)

dollars; and

b. for each calendar year thereafter, twelve dollars (\$12) reflecting any percentage increase for all items and all urban consumers or its successor index.

**PROPRIETOR:** A person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the stock, assets or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.

**RETAILER:** The owner or operator of a business of any kind at a specific location that sells tobacco products as defined in this chapter.

**SALE OR SELL:** Any transfer, exchange, barter, gift, offer for sale or distribution for a commercial purpose in any manner or by any means.

**SCHOOL :** A public, parochial, or nonpublic school that provides a basic academic education in compliance with school attendance laws for students in grades one (1) through twelve (12).

**SELF-SERVICE DISPLAY:** The open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the licensee or employee of the licensee and a direct face-to-face transfer between the purchaser and the licensee or employee of the licensee. A vending machine is a form of self-service display.

**SMOKING:** Inhaling, exhaling, burning, carrying any lighted or heated cigar, cigarette, pipe or other lighted or heated product containing, made or derived from nicotine, tobacco, marijuana or other plant, whether natural or synthetic that is intended for inhalation. "Smoking" includes carrying or using an electronic smoking device or an electronic delivery device.

**STATE LICENSE** means a license issued by the division in accordance with section [44-7-104.5](#), Colorado Revised Statutes.

**TOBACCO FESTIVAL:** An age-restricted off-site tobacco event pursuant to 44-7-105.5, C.R.S.

**TOBACCO PRODUCT:**

A.

1. Any product containing, made of or derived from Commercial Tobacco, nicotine or synthetic nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed or ingested by other means, including, but not limited to, products commonly known as a cigarette, a cigar, pipe tobacco, chewing tobacco, electronic smoking device, nicotine delivery product, snuff, snus, and pouch;

2. Any electronic delivery device as defined in this section;

3. Any component, part or accessory of subsection 1 or 2 of this definition whether or not any of these contain tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces or pipes.

B. Tobacco Product does not mean:

1. Any products specifically approved by the United States Food and Drug Administration for use in reducing, treating or eliminating nicotine or tobacco dependence or for other medical purposes when the products are being marketed and sold solely for such approved purposes. Any drugs, devices or combination products authorized for sale by the U.S. Food and Drug Administration as those terms are defined in the Federal Food, Drug and Cosmetic Act.

2. Medical marijuana as defined in 44-10-103(34), C.R.S. or section 16(2)(f) of article XVIII of the State constitution or retail marijuana as defined in 44-10-103(57), C.R.S. or section 16(2)(f) of article XVIII of the State constitution, drugs, devices or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act unless such is made of or contains or is derived from tobacco or nicotine, natural or synthetic.

TOBACCO RELATED DEVICE: Any rolling papers, wraps, pipes, or other device intentionally designed or intended to be used with tobacco products. Tobacco related device includes components of tobacco-related devices or tobacco products which may

be marketed or sold separately. Tobacco related devices may or may not contain tobacco.

TOBACCO PRODUCT RETAILER: Any person who sells, offers for sale or exchange or offers to exchange for any form of consideration Commercial Tobacco and/or Tobacco Products. This definition is without regard to the quantity of Tobacco Products sold, offered for sale, exchanged or offered for exchange.

TOBACCO PRODUCT RETAILING: Engaging in the activities of a Tobacco Product Retailer.

TOBACCO PRODUCT RETAIL ESTABLISHMENT: The physical location at which a Tobacco Product Retailer sells, offers for sale or exchange, or offers to exchange for any form of consideration Commercial Tobacco and/or Tobacco Products.

TOWN: Has the meaning provided in section [1-3-2](#) of this Code.

TOWN CLERK: The town clerk of the town, or the town clerk's designee authorized to act pursuant to section [1-7-2](#) of this Code.

TOWN MANAGER: The town manager of the town, or the town manager's designee authorized to act pursuant to section [1-7-2](#) of this Code.

VENDING MACHINE: Any mechanical, electric, electronic or other type of device that dispenses tobacco products upon payment by any form by the person seeking to purchase tobacco products.

WHOLESALE: A person engaged in the wholesale distribution of cigarettes, tobacco products, or nicotine products and includes a "wholesaler" and "wholesale subcontractor" as those terms are defined in section [39-28-101](#), Colorado Revised Statutes. (Ord. 12, Series 2022)

YOUTH-ORIENTED FACILITY: Any parcel in the town that is occupied by:

1. A public or private kindergarten, elementary, middle, junior high or high school;

2. A library open to the public;
3. A playground open to the public;
4. A youth center, defined as a facility where children ages six (6) -seventeen (17) meet for programs and activities;
5. A recreation facility open to the public, defined as an area place, structure or other facility that is used either temporarily or permanently for community recreation even though the facility may be used for other purposes;
6. A park open to the public;
7. A licensed child-care facility or preschool.

#### **4-5-5: LICENSE REQUIRED:**

- A. No person shall conduct or engage in the activities of a Tobacco Product Retailer business within the town without a valid license issued by the licensing authority pursuant to this chapter.
- B. A separate license is required for each Tobacco Product Retail Establishment in the town where any Tobacco Product is sold at retail.
- C. In the course of engaging in the activities of a Tobacco Product Retailer or in the operation of a business or maintenance of the location for which a license has been issued, it shall be a violation of this chapter for a licensee or any of the licensee's employees or agents to violate any local, state or federal law applicable to Tobacco Products, Tobacco Paraphernalia or Tobacco Product Retailing.
- D. Except as expressly modified herein, any requirements set forth in this chapter shall be in addition to, and not in lieu of, any other requirements imposed by federal, state or local law.
- E. No person shall be deemed to have any entitlement or vested right to a license or permit from the town, including but not limited to any zoning permit or any sales tax license.

#### **4-5-6: LIMITS ON LICENSE ELIGIBILITY:**

A. Location restrictions imposed.

1. Prior to approving a Tobacco Product retail license, the Licensing Authority shall determine whether the proposed location of the Tobacco Product Retail Establishment complies with the requirements of this section of this chapter. Failure to comply with the requirements of this section shall preclude approval and issuance of a license.

2. Each Tobacco Product Retail Establishment shall be operated from a permanent location. No Tobacco Product Retail Establishment shall be permitted to operate from a moveable, mobile, or transitory location.

3. A Tobacco Product Retail Establishment may be located only on property as allowed in the table of uses as defined by the Town.

4. Proximity to a Youth-Oriented Facility. No license may issue, and no existing license may be renewed, to authorize Tobacco Product Retailing within one-thousand five hundred (1500) feet of a youth-oriented facility as measured by a straight line from the nearest point of the property line of the parcel on which the youth-oriented facility is located to the nearest point of the property line of the parcel on which the Applicant's business is located.

a. The foregoing distance requirements shall be computed by direct measurement in a straight line from the nearest property line of the land used for a youth-oriented facility and a Tobacco Product Retail Establishment to the nearest portion of the building in which the Tobacco Product Retail Establishment that is the subject of the Application is proposed to be located.

b. An exception for the issuance of a Tobacco Product retail license is available at the discretion of the Licensing Authority for an existing retail establishment operating and selling tobacco products prior to the effective date of this ordinance that is located less than 1500' from a youth-oriented facility if all other licensing requirements are complied with.

5. No Tobacco Product Retail Establishment may be located within one-thousand five hundred (1500) feet of another Tobacco Product Retail Establishment measured by a straight line from the nearest point of the property line of the parcel on which the Applicant's business is located to the nearest point of the property line of the parcel on which an existing licensed Tobacco Product Retail Establishment is located.

6. Proximity to Medical Marijuana or Retail Marijuana Licensed Retailer. No Tobacco Product Retail license may be issued, and no existing license may be renewed, to authorize Tobacco Product Retailing within one thousand five hundred (1500) feet of an existing medical marijuana or retail marijuana licensed business as defined in Title 44 Article 10, C.R.S. measured by a straight line from the nearest point of the property line of the parcel on which the Applicant's business is located to the nearest point of the property line of the parcel on which an existing medical or retail marijuana licensed business is located.

7. No tobacco festivals are permitted in the town.

B. Maximum number of tobacco products licenses

1. The maximum number of tobacco product retail licenses located and operating in the Town is limited to X.

b. The Licensing Authority shall keep accurate records of the number of Tobacco Product retail licenses issued.

c. Licenses shall be processed based on the submittal date of a completed Application.

**4-5-7 PROHIBITED LICENSEES:**

A. It shall be unlawful for any of the following persons to have an ownership or a financial interest in a Tobacco Product Retail Establishment , and no license provided by this chapter shall be issued to, or held by:

1. Any person until all applicable fees for the license have been paid;
2. Any corporation, partnership, limited liability company, or other entity whose officers, members, partners, directors or stockholders are not of good moral character;
3. Any natural person who is under twenty-one (21) years of age;
4. Any person in the immediately preceding twenty-four (24) months with a tobacco product retail license revoked or suspended by the state, or by another licensing authority in any other jurisdiction;
5. Any person convicted of a felony that is deemed a crime of violence or has completed any portion of a felony sentence within the preceding five (5) years;
6. A person licensed pursuant to this chapter who, during a period of licensure, or who, at the time of Application, has failed to remedy an outstanding delinquency for taxes owed, or an outstanding delinquency for judgments owed to a government;
7. Any law enforcement officer, officer or employee of the state licensing authority, officer or employee of the LMLA, or officer or employee of the Town.
8. Pharmacies. No license may issue, and no existing license may be renewed, to authorize tobacco product retailing in a Pharmacy.

#### **4-5-8 LICENSING AUTHORITY POWERS AND DUTIES**

The local licensing authority shall have the following powers and duties, and any other responsibilities as deemed appropriate by the town:

- A. To require an Applicant or licensee to furnish any relevant information required by the authority; and

B. To administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records at any hearing that the authority is authorized to conduct. The authority may adopt public hearing procedures by resolution; and

C. The authority in its discretion, upon Application in the prescribed form, may approve, conditionally approve, or deny an Applicant a Tobacco Product Retail license subject to the provisions and restrictions provided in this chapter; and

D. Retailer education. The Authority or its designees shall provide education to retailers as the authority deems appropriate about the Tobacco Product Retail license, license administration, renewal and responsibilities associated with a Tobacco Product Retail license.

E. The licensing authority may adopt administrative rules and regulations as may be necessary for the proper administration of this chapter. The licensing authority may, from time to time and in consultation with the town clerk and town manager adopt, amend, alter and repeal administrative rules and regulations as may be necessary for the proper administration of this chapter.

#### **4-5-9 APPLICATION FOR LICENSE:**

A. A person seeking to obtain a license pursuant to this chapter shall file an Application with the town clerk. The form of the Application shall be provided by the town clerk.

B. A license issued pursuant to this chapter does not eliminate the need for the licensee to obtain other required town licenses related to the operation of the licensee's business, including, without limitation:

1. A town sales tax license; and
2. A town business and occupational tax license.

C. The licensing authority shall not accept an Application for a Tobacco Product Retail license unless and until the authority receives a copy of the Applicant's state retailer tobacco product license pursuant to 44-7-104.5, C.R.S. **4-5-10:**

**NONREFUNDABLE APPLICATION FEE:**

An Applicant shall pay to the town clerk a non-refundable Application fee when the Application is filed. The purpose of the fee is to cover the town's cost of administration of this chapter, licensee education, inspections of licensed premises, regular compliance checks, documentation of violations (database management), and prosecutions of violations of licenses. The amount of the Application fee and the license renewal fee shall be fixed by the town council as part of its annual budget process. Once paid, an Application fee is nonrefundable except as may be required by law.

**4-5-11: TOWN CLERK'S REVIEW OF APPLICATION:**

A. Upon receipt of a properly completed Application, together with all information required in connection therewith and the payment of the Application fee, the town clerk shall transmit copies of the Application to:

1. The police chief; and
2. Any other person or agency that the town clerk determines should properly investigate and comment upon the Application.

B. Within twenty (20) days of receipt of a completed Application the police chief and those referral agencies described in subsection [A](#) of this section shall provide the town clerk with comments concerning the Application.

C. If the town clerk requests the Applicant to provide additional information that the town clerk reasonably determines to be necessary in connection with the investigation and review of the Application, the Applicant shall provide such information within five (5) days of the town clerk's request, unless the town clerk agrees to a longer time period.

#### **4-5-12: DECISION BY LICENSING AUTHORITY:**

A. The licensing authority shall conditionally approve or deny an Application within thirty (30) days of the receipt of a completed Application unless, by written notice to the Applicant.

B. The licensing authority shall issue a license under this chapter when, from a consideration of the Application, and such other relevant information as may otherwise be obtained, the licensing authority determines that:

1. The Application (including any required attachments and submissions) is complete and signed by the Applicant;
2. The Applicant has paid the Application fee;
3. The Application does not contain a material falsehood or misrepresentation; and
4. The granting of the Application will not endanger public health or safety.

C. The licensing authority shall deny an Application for a license under this chapter if the licensing authority determines that:

1. Information contained in the Application, or supplemental information provided by the Applicant, is found to be false in any material respect;
2. The Applicant has had a license issued under this chapter revoked within the two (2) years immediately preceding the filing of the Application, or the Applicant owned a fifty percent (50%) or greater interest in any business entity that has had a license issued under this chapter revoked within the two (2) years immediately preceding the filing of the Application;
3. The Applicant is currently indebted to the town for any lawfully assessed tax or fee; or
4. The granting of the Application will endanger public health or safety.

D. If the Application is denied, the licensing authority shall clearly set forth in writing the grounds for denial.

E. If the Application is conditionally approved, the licensing authority shall clearly set forth in writing the conditions of approval.

**4-5-13: STANDARD CONDITIONS OF LICENSE:**

- A. A retailer shall not sell or permit the sale of tobacco products to a person under twenty one (21) years of age; except that it is not a violation if the retailer establishes that the person selling the cigarette, tobacco product, or nicotine product was presented with and reasonably relied upon a valid government-issued photographic identification, that identified the person purchasing the cigarette, tobacco product, or nicotine product as being twenty one (21) years of age or older.
- B. A retailer shall not permit a person under twenty-one (21) years of age to sell or participate in the sale of tobacco products, or nicotine products that are offered for sale at the retailer's business.
- C. No retailer shall sell or offer to sell individual cigarettes, or any pack or container of cigarettes containing fewer than twenty (20) cigarettes, or roll-your-own tobacco in any package containing less than 0.60 ounces of tobacco .
- D. A retailer shall not advertise an electronic smoking device product in a manner that is visible from outside the retail location at which the product is offered for sale.
- E. A retailer shall not sell or offer to sell any tobacco products by use of a vending machine or other coin-operated machine.
- F. Flavored tobacco products shall not be sold or offered for sale at any location in the town.
- G. A retailer shall not engage in the delivery of tobacco products.
- H. A retailer shall require an individual who seeks to purchase tobacco products and who appears to be under fifty (50) years of age to present to the retailer a valid government-issued photographic identification at the time of purchase.
- I. Any person who sells or offers to sell tobacco products shall display the license and the below warning sign in a prominent place in the building at all times. Such sign must have a minimum height of 3 inches and a width of 6 inches, and must read as follows:

WARNING

IT IS ILLEGAL TO SELL TOBACCO PRODUCTS TO ANY PERSON UNDER TWENTY-ONE YEARS OF AGE.  
STATE LAW REQUIRES THAT, TO PURCHASE , TOBACCO PRODUCTS, OR NICOTINE PRODUCTS AT THIS

RETAIL LOCATION, A PERSON MUST PRESENT A VALID GOVERNMENT-ISSUED PHOTOGRAPHIC IDENTIFICATION AT THE TIME OF PURCHASE IF THE PERSON APPEARS TO BE UNDER FIFTY YEARS OF AGE. THE SALE OF FLAVORED TOBACCO PRODUCTS IS PROHIBITED IN BRECKENRIDGE, CO.

**4-5-14: AUTHORITY TO IMPOSE ADDITIONAL CONDITIONS ON LICENSE:**

- A. In addition to the standards, terms and conditions set forth in section 4-5-13 of this chapter, the licensing authority shall have the authority to impose such additional reasonable terms and conditions on a license as may be necessary to protect the public health, safety, and welfare, and to obtain compliance with the requirements of this chapter and other applicable law.
- B. For good cause shown, the licensing authority may administratively modify or eliminate or add any license condition during the term of the license.

**4-5-15: CONTENTS OF LICENSE:**

- A. A license shall contain the following information:
  - 1. The name of the licensee;
  - 2. The date of the issuance of the license;
  - 3. The address at which the licensee is authorized to operate the business; and
  - 4. The date of the expiration of the license.
- B. A license must be signed by both the licensee and the town clerk to be valid.

**4-5-16: LICENSE NOT TRANSFERABLE OR ASSIGNABLE:**

A license is nontransferable and nonassignable. Any attempt to transfer or assign a license shall void the license.

**4-5-17: DURATION OF LICENSE:**

Each license issued pursuant to this chapter shall be valid for one (1) year from the date of issuance.

**4-5-18: RENEWAL OF LICENSE:**

- A. A licensee does not have a vested right or a property right in the renewal of a license issued pursuant to this chapter.
- B. Each license issued pursuant to this chapter may be renewed as provided in this section; a local license and state license shall have the same renewal date.
- C. An Application for the renewal of an existing license shall be made to the town clerk not less than forty five (45) days prior to the date of expiration. No Application for renewal shall be accepted by the town clerk after the date of expiration. The town clerk may waive the forty five (45) days' time requirement set forth in this subsection if the Applicant demonstrates an adequate reason.
- D. At the time of the filing of an Application for the renewal of an existing license the Applicant shall pay to the town a renewal fee in an amount fixed by the town council as part of its annual budget process.
- E. The timely filing of a renewal Application shall extend the current license until a final decision is made on the renewal Application by the licensing authority.
- F. A license may be renewed or not renewed by the licensing authority for the same reasons and in the same manner as provided for in the initial Application.

**4-5-19: FEES:**

License Fee. The Annual License Fee is \$600.00. The town council shall review the license fee annually during the annual budget process. Once paid the license fee is nonrefundable except as may be required by law.

#### **4-5-20: LICENSEE'S SPECIFIC DUTIES AND OBLIGATIONS:**

In addition to the other requirements of this chapter, it is the duty and obligation of each licensee to comply with the following:

- A. All of the terms and conditions of the license, including, without limitation, the standard license conditions described in section 4-5-13 of this chapter and any special condition imposed by the licensing authority under of this chapter;
- B. All of the requirements of this chapter; and
- C. All laws, including federal, state and local town ordinances pertaining to tobacco products that are applicable to the licensee's business

#### **4-5-21: LICENSE DENIALS AND HEARINGS:**

- A. Applicant bears the burden of proving it meets the requirements of state and local laws for licensure.
- B. An Application may be denied where the Applicant made misstatements, omissions, misrepresentations, or untruths in the Application. Providing misstatements, misrepresentations, omissions, or untruths may be the basis for administrative action.
- C. The licensing authority may deny an Application, including an initial or renewal Application, only for good cause. Good cause shall include the following:
  - 1. During any period in which an Applicant is ineligible to apply, or prohibited from applying, for a license pursuant to a penalty imposed under this Code or section 44-7-106, Colorado Revised Statutes, and any rules or regulations.
  - 2. When an Applicant failed to provide all required information or documents, provided inaccurate, incomplete, or untruthful information or documents, or failed to cooperate with requests for additional information.
  - 3. The Applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of this Code, article [7](#) of title [44](#), Colorado Revised Statutes, or any rules promulgated thereunder.

D. If the licensing authority denies an Application, the licensing authority shall inform the Applicant in writing of the reasons for the denial in a notice of denial, personally delivered to the retailer at the actual retail location or mailed to the retailer at the last-known address as shown by the records.

E. A denied Applicant that timely requests a hearing following issuance of a notice of denial shall be served with a notice of grounds for denial, and shall be entitled to a hearing regarding the matters addressed therein.

F. The licensing authority's decision shall constitute a final agency. Any appeal of the licensing authority's decision shall be filed with a district court of competent jurisdiction and venue for purposes of an appeal of a decision is proper in the district court for Summit County.

#### **4-5-22: PROHIBITED ACTS:**

A. Self-Service Product Displays Prohibited. Tobacco product retailing by means of a self-service display in which tobacco products are accessible to consumers without the assistance of the licensee or an employee or agent of the licensee are prohibited. A vending machine is a form of a self-service display.

B. Distribution of Tobacco Product Samples or Tobacco Product Promotional Items Prohibited. It is unlawful for any person to distribute free or nominally priced tobacco products.

C. Prohibition of Tobacco Product Coupons and Discounts. No tobacco product retailer shall:

1. Honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price; or

2. Sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or

3. Provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.

D. Sale of Flavored Tobacco Products Prohibited. The sale or offer for sale of flavored tobacco products in town is prohibited.

E. Onsite Delivery of Tobacco Products Prohibited. The delivery of tobacco products from a licensed tobacco product retailer to a person who is not another licensed tobacco product retailer is prohibited.

1. This section does not apply to the direct shipment of cigars or pipe tobacco that is not restricted pursuant to 44-7-104.7, C.R.S.

F. False/Misleading Advertising Prohibited. A tobacco product retailer without a valid tobacco product retailer license or a proprietor without a valid tobacco product retailer license, including, for example, a person whose license has been suspended or revoked:

1. Shall keep all tobacco products and tobacco paraphernalia out of public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute tobacco product retailing without a license under this chapter; and

2. Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco product retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

#### **4-5-23: COMPLIANCE CHECKS; COORDINATION WITH STATE LAW:**

A. Retail Compliance Checks. All Licensed premises must be open to inspection by law enforcement or other authorized official during regular business hours. From time to time, but at least two (2) times per year, the Town will conduct compliance checks by engaging with persons under the age of twenty-one (21) at each licensed retail location where tobacco products are sold.

1. The Town shall perform a Compliance Check by engaging a person who is under twenty-one (21) years of age to enter a retail location to purchase tobacco products.

2. Prior written consent is required for any minor who participates in a Compliance Check. Under-aged individuals participating in Compliance Checks will be supervised by law enforcement or other designated personnel and will not be guilty of illegal possession or illegal procurement when those items are obtained as a part of the Compliance Check. The Town shall not enforce any law establishing a minimum age for tobacco product purchases or possession against an individual who otherwise might be in violation of such law because of the individual's age (hereinafter "underage operative") if the potential violation occurs when:

a. the underage operative is participating in an inspection supervised by a peace officer, code enforcement official, or the Licensing Authority designated to monitor compliance with this chapter;

b. the underage operative is acting as an agent of the Town, the Licensing Authority or an entity designated by the Town to monitor compliance with this chapter; or

c. the underage operative is participating in an inspection funded in part, either directly or indirectly through subcontracting, by the Summit County Public Health Department, the Colorado Department of Public Health and Environment or the Colorado Department of Revenue.

3. If the Compliance Check results in a violation pursuant to this chapter the authority will conduct an additional Compliance Check of the retail location where the violation occurred within forty-five (45) days.

4. Any decision made by the authority to approve, conditionally approve, or deny

a license Application, to revoke or suspend a license, or to renew or not renew a license shall be a final decision which may be appealed to the District Court pursuant to Rule106(a)(4) of the Colorado Rules of Civil Procedure. No defense or objection may be presented for judicial review unless it is first presented to the authority prior to the effective date of the authority's decision.

C. When a Compliance Check is completed by the police department, the police department will notify the State of Colorado Liquor/Tobacco Enforcement Division of any outcome, or action taken on the licensee as a result of the compliance check.

D. A database of Compliance Check results and hearing outcomes shall be maintained by police department.

#### **4-5-24: FINES, SUSPENSION OR REVOCATION OF LICENSE:**

A. After investigation and a public hearing before the licensing authority at which a retailer must be afforded an opportunity to be heard, the licensing authority may impose fines, or impose suspension or revocation for reasons set forth below.

B. A license issued by the licensing authority may be suspended or revoked by the licensing authority for any of the following reasons:

1. Violation of the Colorado Retail Tobacco Code;
2. Violation of any applicable administrative regulation;
3. Violation of this chapter;
4. Violation of the terms and conditions of a license;
5. Misrepresentation or omission of any material fact, or false or misleading information, on the license Application or any amendment thereto, or any other information provided by the licensee to the licensing authority related to the licensee's business;
6. Violation of any law which, if it occurred prior to the submittal of the license Application, could have been cause for denial of the license Application;

7. Failure to maintain or to provide to licensing authority upon request any books, recordings, reports, or other records as required by applicable law;
8. Temporary or permanent closure or other sanction of the licensee by the local licensing authority, the Colorado Department of Public Health and Environment, or other governmental entity with jurisdiction, for failure of the licensee to comply with applicable provisions of the Colorado Retail Tobacco Code;
9. Revocation or suspension of the state license; or
10. The failure of a licensee to timely correct any violation of state or local laws, any applicable administrative regulation, this chapter, or the terms and conditions of the license's license within the time stated in a notice or order issued by licensing authority.

C. The procedure to suspend or revoke a local license shall be as set forth in this chapter.

D. In connection with the suspension of a license, the licensing authority may impose reasonable conditions.

E. In deciding whether a license should be suspended or revoked, and in deciding what conditions to impose in the event of a suspension, if any, the licensing authority shall consider mitigating and aggravating factors when considering the imposition of a penalty. These factors may include, but are not limited to:

1. Any prior violations that the licensee has admitted to or was found to have engaged in.
2. Action taken by the licensee to prevent the violation (e.g., training provided to employees).
3. Licensee's past history of success or failure with compliance checks.
4. Corrective action(s) taken by the licensee related to the current violation or prior violations.
5. Willfulness and deliberateness of the violation.
6. Likelihood of reoccurrence of the violation.
7. The owner or a manager is the violator or has directed an employee or other individual to violate the law.

F. A license issued by the local licensing authority may be revoked if the local licensing authority determines that the licensed premises have been inactive, without good cause, for at least one (1) year.

G. If the licensing authority suspends or revokes a license the licensee may appeal the suspension or revocation to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The licensee's failure to timely appeal the decision is a waiver of the licensee's right to contest the denial or conditional approval of the Application.

H. No fee previously paid by a licensee in connection with the Application shall be refunded if the licensee's license is suspended or revoked.

**4-5-25: INJUNCTIVE RELIEF; ABATEMENT AS NUISANCE; OTHER REMEDIES:**

A. If a person is required to have a valid license issued pursuant to this chapter the operation of such person's business without such license may be enjoined by the town in an action brought in the municipal court pursuant to section [1-8-10](#) of this Code, or in any other court of competent jurisdiction.

B. The operation of a retail tobacco product retail business within the town without a valid license issued pursuant to this chapter is declared to be a public nuisance, and is subject to abatement as provided by law.

C. The remedies provided in this section are in addition to any other remedy provided by applicable law.

D. In any case in which the town prevails in a civil action initiated pursuant to this section, the town may recover its reasonable attorney fees plus costs of the proceeding.

#### **4-5-26: NO TOWN LIABILITY:**

The adoption of this chapter and the issuance of licenses pursuant to this chapter shall not create any duty to any person. No person shall have any civil liability remedy against the town, or its officers, employees or agents, for any damage or loss of any kind arising out of or in any way connected with the issuance of any license pursuant to this chapter. Nothing in this chapter shall be construed to create any liability or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, section [24-10-101](#), et seq., Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the town, or its officers, employees or agents.

#### **4-5-27: DESIGNATED USE OF LICENSE FEES:**

Immediately upon receipt or collection thereof, all license fees collected by the town pursuant to this chapter shall be deposited into a separate fund. Licensee fees shall be used only for the purposes described in this chapter. Monies credited to such fund shall not be available to be pledged or expended, by interfund transfer or otherwise, for any general purposes of the town.

#### **4-5-28: RULES AND REGULATIONS:**

The town clerk shall have the authority from time to time to adopt, amend, alter, and repeal administrative rules and regulations as may be necessary for the proper administration of this chapter. Such regulations shall be adopted in accordance with the procedures established by title [1](#), chapter [18](#) of this Code. A violation of such regulations may be enforced in the town's municipal court.



TOWN OF  
BRECKENRIDGE

# Memo

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

---

## Town Council Goals (Check all that apply)

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

## Summary

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

## Background

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

## Public outreach/engagement

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

## Financial Implications

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

## Equity Lens

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

## Staff Recommendation

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

**Town Project Staff Report**

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

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

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

**Project Manager:** Ellie Muncy, Planner I

**Property Owner:** Town of Breckenridge

**Applicant:** Breckenridge Recreation Department

**Address:** 200 Clubhouse Dr

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

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

**Area:** Breckenridge Golf Course Driving Range: 152.88 acres

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

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

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

## Background

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

## Policy Discussion

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

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

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



*Example photo of a 40' tall netting system*

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

**Staff Recommendation**

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

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

**TOWN OF BRECKENRIDGE**

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

**FINDINGS**

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

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

### **CONDITIONS**

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

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

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



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



Thank you for your time and consideration!

# LAYOUT PROOF

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

**CUSTOMER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**KEY:**

**Phase 3:**

North BSS420 Retractable Netting:

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



(9) 4" Diameter Poles

**Phase 2:**

West 600' Run:

— 600'L x 30'H Golf Netting



(16) 30'H Poles

Image © 2024 Airbus

367 ft



Breckenridge Golf Club

Overhead Layout

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

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

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

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

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

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

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

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# LAYOUT PROOF

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CUSTOMER  
SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



Breckenridge Golf Club

3-D Layout

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

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

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

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

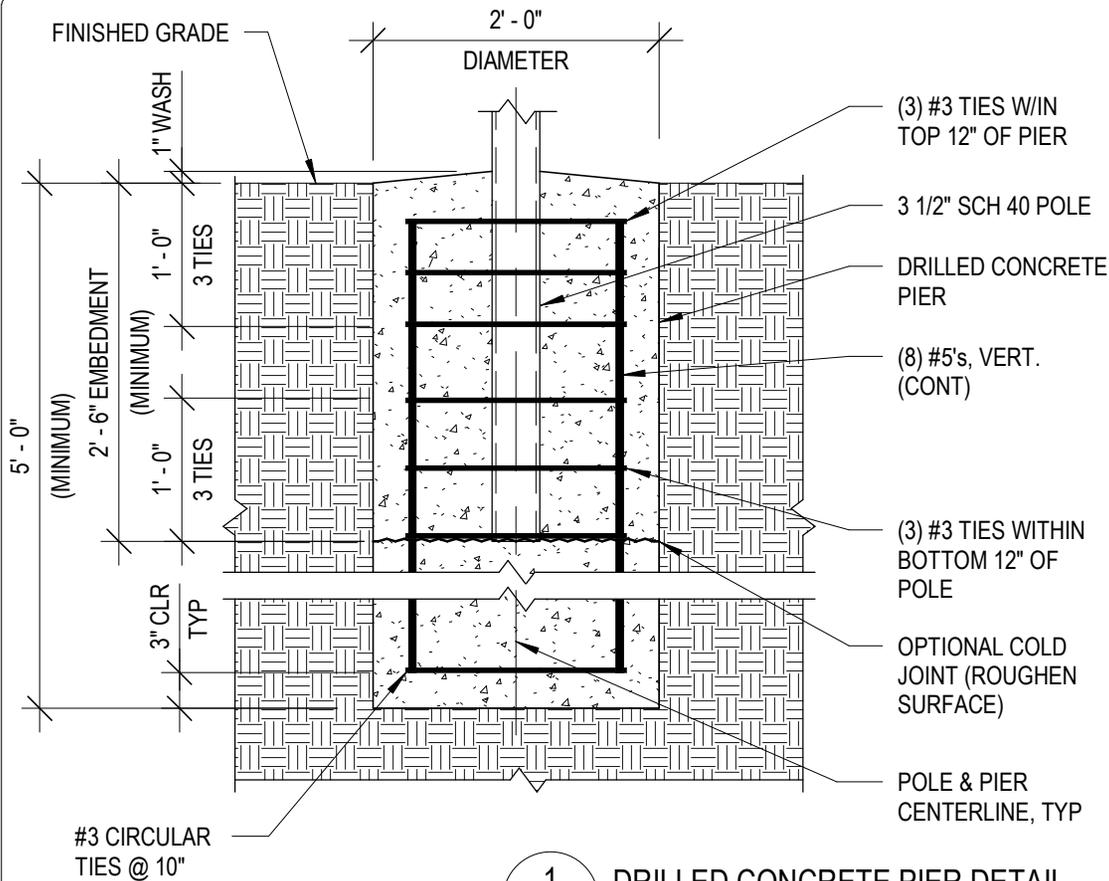
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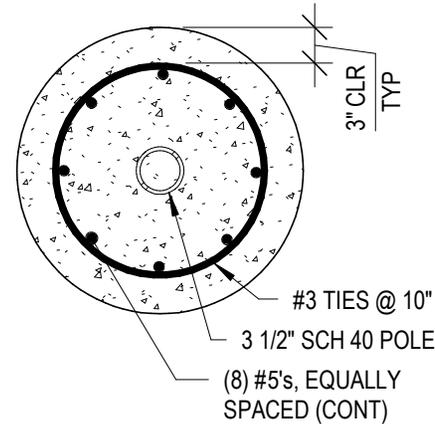
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# North Netting (20'H x 125'L) Pole Foundations



## SYSTEM NOTES:

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



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

## GENERAL NOTES:

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

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

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

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

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



**ENGINEERING**

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



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

OWNER: SPORTSFIELD SPECIALTIES

PROJECT TITLE:  
BRECKENRIDGE GOLF COURSE  
BSS420

PROJECT LOCATION:  
200 CLUBHOUSE DRIVE  
BRECKENRIDGE, COLORADO 80424

## REVISIONS

NO.	DESCRIPTION	DATE

ISSUE DATE: 12/12/24

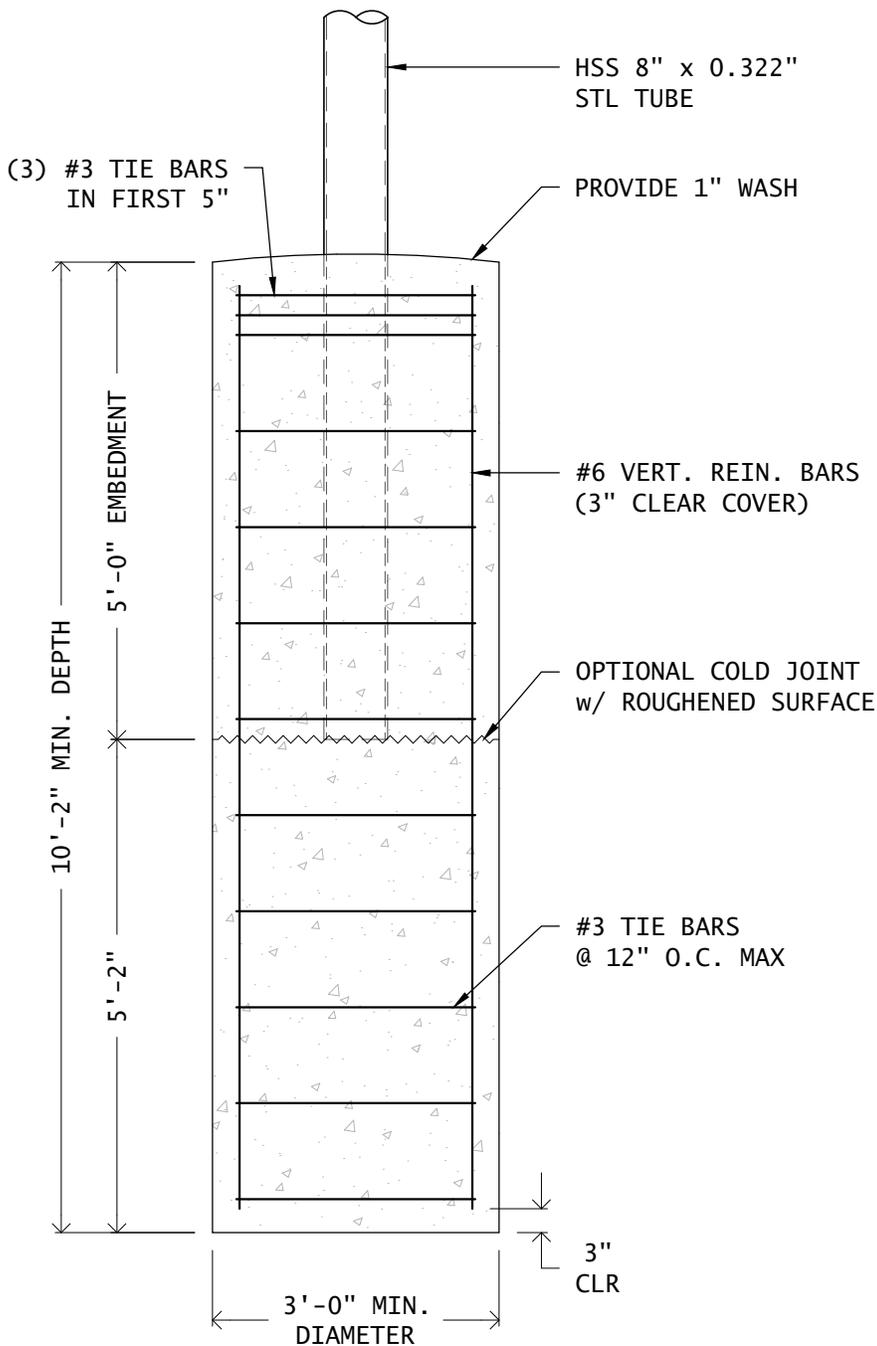
PROJECT NUMBER: 24-199

SHEET TITLE:  
BSS420 FDN DETAIL

DRAWING NUMBER:

# S101

SHEET NUMBER: 1 OF 1

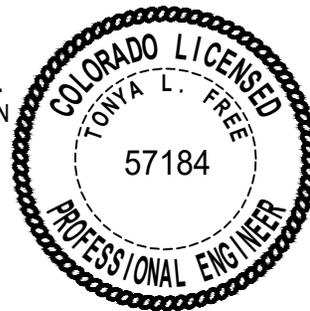
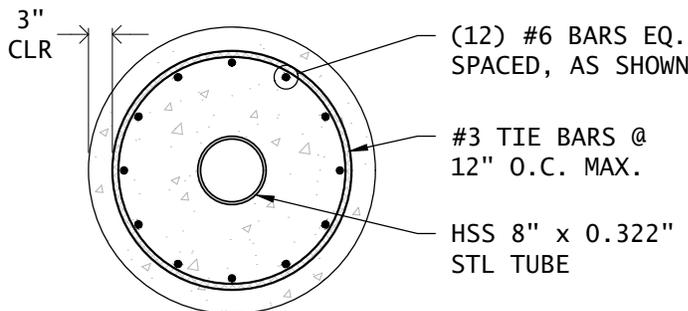


**SYSTEM NOTES:**

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

**DESIGN CRITERIA:**

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



#57184  
12/19/2024

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

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

REV	DATE	BY	DESCRIPTION

**SPORTSFIELD SPECIALTIES**  
www.sportsfieldspecialties.com

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

SHEET TITLE:  
**FOUNDATION DETAILS**

DATE: 12-18-24	SHEET: <b>01</b>
DRAFTED BY: MPB	



**Legend**

- Existing West Fence
- Maintenance Building
- North Fence

North netting, viewed from maintenance building parking lot



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



North netting, viewed from driving range



West netting, viewed from driving range





# Memo

To: Town Council

From: Keely Ambrose, *Town Attorney*, Laurie Best, *Housing Director* and Melanie Leas, *Project Manager*

Date: 3/18/2025 (for 3/25/2025 work session)

Subject: Runway Subdivision Development Contract Discussion

**Town Council Goals** (Check all that apply)

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

**Summary:**

The purpose of this work session is to review the terms of the Developer Agreement that will be executed by the Town and Runway Development LLC. This agreement will establish the roles and obligations of the Town, and of Runway Development LLC relative to this project. We are soliciting your feedback to be incorporated into the Agreement that will be presented for your consideration at an upcoming meeting. Because this project involves transfer of Town-owned land, the approval process will require staff to return to a future meeting with an ordinance for 1<sup>st</sup> and 2<sup>nd</sup> reading.

**Background:**

Staff, along with Town Council, has determined that proceeding with a plan of 148 units – 45 townhomes, 42 duplexes and 61 single-family homes, with the possibility of accessory dwelling units (ADUs) – is the best use of the site as this plan represents a variety of housing types with a reasonable density, not overly dense, but still very efficient use of the land. A master plan is currently being presented to the Planning Commission and one of the next steps is to execute a project agreement establishing roles and obligations for the next phases through completion of this project. Since this process and model of development is similar to the Stables Village process, we have modelled this project agreement on that form. Staff is working through the form and substance of the agreement. The deal points for the Runway Neighborhood development are summarized below and we look forward to your comments.

**Deal Points:**

**Developer Fee/Financing** – The Developer’s contribution and project risk are estimated at \$115 million, which will be financed. The Developer fee will not exceed 7% of the total project cost. The Stables Village developer fee was waived for infrastructure and negotiated for vertical construction to be at least 5% and not to exceed 7%. It is important to note that typical developer fees range from 10% to 15%, with the latter recently seen on other municipal projects in neighboring towns.

**Grants** – The Town has secured \$3 million in grants for this project, all of which are designated for infrastructure-related expenses and are not tied to income testing or owner-specific restrictions. However, we are proposing to implement income testing for townhome units priced between 80% and 100% of the area median income, with a buffer to be determined at a later stage. Additionally, we will explore Proposition 123 financing, which could provide vertical GAP funds, though the terms and conditions of these funds will need to be reviewed by staff.

**Town Obligations** – The Town is responsible for covering the Developer's infrastructure and civil development costs, including but not limited to deep utilities, overlot grading, sewer, water, and electrical connections, as well as upgrades to Airport Road and Floradora Drive. The Town will also provide a subsidy for vertical construction to ensure the

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

development remains affordable. The final amount will be determined through the Sitework Development contract that includes a guaranteed maximum price (GMP).

**Transfer of Land** – The Town will initially transfer approximately half of the parcel to the Developer, enabling the construction of approximately 81 units, upon the agreement of the GMP. This transfer is necessary for the Developer to obtain state permits and secure financing for the project.

**Market Risk Management** – The development will be phased into two construction stages, allowing both the Town and the Developer to monitor and manage market risks over time. This phased approach will provide flexibility in determining when and if to proceed with the second phase. The transfer of land will also shift project risk to the Developer.

**Restrictive Covenant** –

- 3% appreciation cap
- 2% real estate commission
- Lottery required for re-sale
- Maintenance Provision Included
- Employee occupied 30 hours / work for a business in or serving Summit County (no remote work)
- Must be the owner's primary residence

**Other Deal Points** – The Developer is requesting that three of the 148 units be excluded from the lottery process: two units in Phase 1 and one unit in Phase 2. These units would be sold directly to contractors or subcontractors who are actively working on the project. The sale would be limited to qualified applicants who both work on the project and meet the deed restrictions as defined by the Town. The Developer believes this approach is essential for ensuring the successful execution of the project because it will help attract and retain skilled local workers.

It should be noted that outside of this contractual agreement the Town is working with the Summit School District (SSD) on a land exchange deal in which the SSD will provide the 10-acre Tract B McCain Parcel to the Town in exchange for the first right of refusal on 35 units in this development.

**Financial Implications**

This development agreement reserves the right for the Council to determine which option of town contribution (\$46 million vs \$50 million) to move forward with once the GMP is agreed upon. The specifics of this development contract are tied to the acceptance of the GMP by the Council.

**Public outreach/engagement**

Under this agreement, the Developer will collaborate closely with the Housing and Marketing/Outreach teams to ensure the community is fully informed and engaged in the upcoming project. This will involve hosting open houses, providing introductory homebuying finance classes, and partnering with local organizations to identify the most effective communication strategies. The Developer's marketing team will also ensure that all relevant materials—such as websites, social media posts, and flyers—are available in multiple languages, ensuring accessibility and inclusivity for all members of the community.

**Equity Lens**

The proposed unit mix per this development agreement best meets the community needs since it provides roughly one-third of each unit type while catering to different household sizes and income levels. This neighborhood is envisioned as a place where residents can transition into larger units as their families grow or downsize as their needs change, with resales continuing to be determined through a lottery system. The primary goal of this neighborhood is to offer a diverse range of housing options at various initial price points to meet the needs of our community with units as low as \$350K and as high as \$850K, but with a focus on the \$450-680K price points. We expect to include income testing in the lowest priced units to ensure they serve the target population.

**Staff Recommendation**

Staff recommends proceeding with the agreement and invites feedback from the Council as we continue refining the terms and work towards finalizing the contract for its first reading.

Questions:

1. Does the Council support the Developer Fee of 7%?
2. Does the Council support income testing on the townhome units?
3. Is the Council supportive of the general terms of the deed restriction including the lottery?
4. Is the Town Council supportive the Developer units as requested?
5. Any general comments in regards to the deal points?
6. Based on this direction, is Town Council prepared for staff to return at the 4/8 meeting with a Developer Contract including these terms for first reading?

## Runway Housing Project Development Agreement

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the effective date below in Section 27 (the "Effective Date"), by and between the Town of Breckenridge, Colorado, a Colorado home rule municipality with an address of P.O. Box 168 Breckenridge Colorado 80424 (the "Town"), and Runway Neighborhood, LLC and Runway Neighborhood Infrastructure, LLC, two Colorado limited liability companies with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Developer") (each individually a "Party" and collectively, the "Parties").

WHEREAS, the Town owns the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, on May 23, 2024, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

WHEREAS, Developer responded to the RFP, and wishes to construct deed-restricted workforce housing on a portion of the Property; and

WHEREAS, the Town is willing to contribute the Property to Developer for the Project, subject to the terms of this Agreement; and

WHEREAS, the Town is also willing to contribute financially (hereinafter "Town financial contribution") to the project provided the deed restricted housing is sold at affordable prices; and

WHEREAS, on August 13, 2024, the Parties entered into a Pre-Development Agreement for Services ("PDA") to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Parties are concurrently negotiating a Guaranteed Maximum Price ("GMP") Agreement for the construction of horizontal and vertical improvements on the Property, which GMP Agreement will contain the approved budget for the Project; and

WHEREAS, the Parties desire to set forth the framework for the potential development of workforce housing on a portion of the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish roles and responsibilities regarding the development of workforce housing on the Town-owned property described in Exhibit A.
2. Definitions.

a. "Planning Documents" means the approved plans for development of the Property including the Master Plan, Class A Development Permits, and plats creating the lots for the Property, and any approved site plans for the Property.

b. "Restricted Units" means the residential dwelling units in the Development subject to the Restrictive Housing Covenant, which shall be in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference.

c. "Development" means a deed-restricted workforce housing project to be developed on a portion of the Property as described in the Planning Documents.

3. Master Plan. The Parties agree that it is most efficient and in the best interests to the success of the Project to use a master plan for the Development (the "Master Plan"). As set forth in the PDA, Developer shall be responsible for obtaining all required approvals for the Master Plan for this project through the Town of Breckenridge Development Review Process. The Master Plan is already in the development review process and it is anticipated that the Master Plan will be approved concurrently with the GMP Agreement and this Agreement.

6. Phased Development. The Parties recognize that the Development will be developed in phases, and such phasing shall be reflected in the Planning Documents. At this time, it is anticipated that the Development will have two construction phases, Phase I and Phase II. It is an essential element of this Agreement that Town affirmatively authorize the commencement of Phase II. Developer will be responsible for the construction of Phase I as set forth in the Planning Documents and GMP Agreement, but shall not be authorized to commence Phase II until the Town so directs. Authorization to commence Phase II shall occur at a public meeting of the Town Council. The parties will mutually agree on sale phases for each build Phase.

7. Number of Units. The total number of units allowed in Phase I and Phase II of the Development shall not exceed one hundred and forty-eight (148) deed-restricted workforce single family, duplex, and multi-family units.

8. Affordable Housing. The Developer shall develop 100% of the units as for-sale single family, duplex, or multi-family Deed Restricted Units that target lower and middle income families in accordance with the pricing set forth in the GMP Agreement. The Developer and the Town will agree to the final number of units at each AMI and that number will be reflected in the final approved GMP Agreement.

9. Town Obligation/Investments. In addition to the Property, the Town agrees to contribute funding for the Development. The amount of the funding must be mutually acceptable to the Town and the Developer and will be set forth in the final approved GMP Agreement. The budget will include all costs associated with the Development including infrastructure (on and offsite), site work (on and offsite), architecture, vertical construction, marketing, sales, outreach, etc. The budget must also include all projected sales revenue based on specified target sales prices. In the event the Town and the Developer do not agree on the GMP Agreement, either Party may terminate this Agreement. If either Party

or the Parties terminate this Agreement under this Section 9, the Town will provide payment for services and costs to date pursuant to Section 4 and neither party shall have any further obligation to each other. Upon approval of the GMP Agreement, it is anticipated that the Town will provide funding for the on and off-site work and infrastructure performed by the Developer by monthly draw based on percentage completion, including draw(s) in advance of the start of construction for deposits and reimbursable costs such as engineering, architecture surveying and other incidental expenses as required by Developer. Vertical development subsidies identified in the budget shall be paid for each phase (based on number of units per phase) at the time the first building permits are issued for each phase; provided, however, the Parties may mutually agree in writing to an alternative schedule or process for the Town's financial contribution.

10. Schedule. Developer shall complete construction of the Project substantially in compliance with the schedule attached hereto as **Exhibit C** and incorporated herein by reference. Said schedule is a good faith target schedule and may be subject to adjustment for delays in approvals, pre-sales, financing, force majeure, and delays due to shortage of materials, weather, or other similar reasons beyond the reasonable control of Developer, or other such reasonable factors mutually agreed upon in writing by the Parties. As noted in Section 6 above, Phase II of the Development shall not commence until approved by the Town.

11. Transfer of Property. After execution of this Agreement, and after the Town has reviewed and approved the GMP Agreement, the Town shall transfer ownership of the Property described in **Exhibit A** to Developer in accordance with the Phase I and Phase II Planning Documents, by special warranty deed, to facilitate the timely financing, development, and sale of each phase of the Project. Closing agent for transfer of title shall be Land Title Guarantee Company. The Town shall pay for owner's extended title insurance coverage and any costs associated with the closing agent. Developer shall pay for any endorsements required by it or Developer's lender. Developer shall pay the deed recording fees. The Town shall pay any other closing costs. The special warranty deeds shall only be subject to the exceptions of title listed on the title commitment approved by Developer, which approval shall not be unreasonably withheld.

12. Default. Prior to any action against Developer for breach of this Agreement, or default in the Development, the Town shall give Developer a written notice of any claim by the Town of a breach or default by Developer, and Developer shall have the opportunity to cure such alleged default within thirty (30) days, unless such cure cannot be accomplished within such time period, and in such case for a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances.

In the case of any such uncured default, the Town reserves the right to proceed with assumption of all rights and responsibilities of the Developer for the Phase of the Development that is subject to such default. In addition, any such case of uncured default may result in the Town proceeding to terminate this Agreement for cause as set forth in Section 20.

13. Reverter Clause. In the case of a default, and after any and all cure periods during which Developer fails to cure, any and all Property interests, including the Property described in **Exhibit A**, that have been conveyed to the Developer, which remain in the Developer's ownership and control, and that have not been conveyed to individual homeowners, homeowner's associations, the Town of Breckenridge, special districts or other governmental or quasi-governmental entities, shall be conveyed back to the Town in the same manner and upon the same or similar terms as conveyed to Developer under Section 11.

14. Developer Employee Units. The Parties shall agree upon three (3) of the units that will be reserved for sale to Developer's contractors, subcontractor's or employees ("Developer Employee"). One (1) unit in Phase I shall be reserved for Developer Employees and two (2) units in Phase II shall be so reserved. Developer Employees seeking to purchase a unit shall meet the applicable income requirements and all other qualifying criteria as set forth in the Restrictive Housing Covenant and/or the Town's Housing Rules and Regulations.

15. Restrictive Housing Covenant. The Town shall, prior to any transfer of the Property to Developer, record a Restrictive Housing Covenant against the Property mutually acceptable to the parties. The Town will allow the Restrictive Housing Covenant to be subordinate to any financing associated with the Development.

16. Financing. Developer shall be solely responsible to procure financing for the Project. Any instrument of encumbrance to be recorded by the lender, such as a deed of trust or a lien ("Encumbrance"), must adhere to two preconditions, as follows: (i) reasonably related to the development of the parcel or phase so encumbered as contemplated herein; and (ii) be approved in writing by the Town prior to execution by Developer (which approval will not be unreasonably withheld), and prior to any recordation of any such Encumbrance. Any Encumbrance that does not satisfy these preconditions shall be deemed a violation of this Agreement, and subject to timely correction or cure, and if not so corrected or cured in accordance with Section 28.b herein, shall be deemed a default and subject to termination for cause. In addition to the foregoing remedy, the parties hereto agree that any such improper Encumbrance not timely corrected or cured shall be deemed null and void and of no force or effect, and Developer shall assume all responsibility for the ramifications of such nullification.

17. Inspection of Developer Books and Records. Except for the Developer's financing documents, the Developer shall maintain all books and records related to the Project and make them available for inspection upon the Town's request. Notwithstanding the foregoing, if the Town has reasonable cause to believe that Developer cannot complete the Project, the Town may request to review the financing documents of the Developer at which time the Developer may assert that such financing documents are confidential records under Colo.Rev.Stat. § 24-72-204. For purposes of this section "financing documents" includes all records documenting the obligations of Developer regarding the loan(s), excluding the Encumbrance which is subject to disclosure under Section 16.

18. Developer Fee. Developer shall receive a fee for the vertical construction and infrastructure in the amount of 7.0% on all costs and expenses for the Development, said profit to exclude any percentage return for costs paid for or directly reimbursed by the Town. The final Developer Fee shall be as set forth in the GMP Agreement.

19. Authority; Independent Contractor Status. Developer shall have no right, authority or power to bind the Town for any claim for labor or for material or for any other charge or expense incurred in delivering the Development or performing any alteration, renovation, repair, refurbishment or other work. The Parties shall be treated as independent contractors to this Agreement and Developer shall not be considered the agent of the Town in the construction, erection or operation of the Development.

20. Fees and Taxes. The Parties agree that each unit subject to a Restrictive Covenant within the Development shall not be required to pay building permitting, plan review, and inspection fees, use taxes, impact fees, excise taxes or water PIFs. These taxes and fees will be waived by the Town.

21. Marketing Units. The Developer intends to contract for marketing and sales services. The Town and Developer agree to establish a mutually acceptable marketing plan with criteria and processes to insure broad marketing throughout the community. The Developer will utilize the Summit Combined Housing Authority (SCHA) for qualification and lottery purposes.

22. Sales. In the event transfer of title to a unit subject to a Restrictive Covenant is not completed within three (3) months from the date of certificate of occupancy, the Parties agree that the following events shall occur in the order set forth below:

a. The Developer shall send a written notice (“Developer Notice”) to the Town of the Town’s option to purchase a unit, which may be exercised within ten (10) days of such notice being given by the Town to the Developer (“Town Notice”). If the Town exercises its option within such 10-day period, the Town shall close on such purchase and sale within thirty (30) business days of receipt of the Developer Notice.

b. If the Town does not elect to purchase the unit under subsection a, Developer may exercise its option to rent a unit at a rate mutually agreed to in writing by the Parties that is no less than the Developer costs for the unit for the loan, taxes, insurance, and HOA dues. In the event the Developer exercises its option to lease under subsection b, the Town has the discretion to either: i) permit Developer to lease the unit exempt from the established affordability requirements or ii) provide additional funding to offset the difference between the then established affordable rental rate and the mutually agreed to rental rate.

23. Compliance with Law. Developer shall comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation,

handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environment, including (without limitation) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable Colorado environmental laws; and all other federal, state or local laws and regulations relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect.

24. Public Improvements. Developer will complete the required public improvements as set forth in the GMP Agreement.

25. Developer’s Obligations.

a. Workforce Housing. To ensure affordability over time, the entire Development shall be for-sale single family, duplex, or multi-family Restricted Units subject to the Restrictive Covenant, as outlined in Exhibit B, and Notice of Lien. The total number of Restricted Units in Phase I of the Project shall not exceed eighty-one (81) single-family, duplex and multi-family units. The total number of restricted units in both Phase I and Phase II of the Project shall not exceed one hundred and forty-eight units. The units will be sold at the sale prices approved by the Town and as reflected in the GMP Agreement. All units will be sold with a one-year warranty from date of certificate of occupancy.

b. Homeowners’ Association. Developer shall create the Runway Homeowners’ Association (the “HOA”), which shall be responsible for the enforcement of the Declarations and Covenants for the Runway and the Architectural Standards for the Development. Such Declarations and Covenants shall be approved by the Town prior to adoption. The HOA shall also be responsible for the repair and maintenance of: any unique lighting in the Development; any unique signage for the Development; all internal trails and open/green spaces not maintained by the Town; all dumpster enclosures and mailboxes; all private roads and alleys shown on the Planning Documents; and all other items not required by applicable Town standards. The HOA shall not be responsible for repair, maintenance, or operation of the recycling/composting facilities.

c. Architecture. Developer shall develop the Property consistent with the Planning Documents. Architectural Standards for the Development shall be included in the Declaration and Covenants, or separate document, for the Development and shall be enforced by the HOA.

d. Permitted Development, Construction of Planning Documents. The Developer shall develop the Development in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. To the

extent the Planning Documents are silent on a particular matter, the Breckenridge Town Code and associated Town Standards shall apply.

26. Insurance. Developer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Developer pursuant to the Development Agreement and naming the Town as an additional insured.

27. Term. The Effective Date of this Agreement shall be in accordance with Section 5.9 of the Municipal Charter and remain effective until all obligations of each Party are completed or until terminated as permitted herein. If the Planning Documents are not approved by the Town as described in Section 9, then Developer shall be paid for services to date pursuant to Section 4 and this Agreement shall automatically terminate and be of no force and effect whatsoever.

28. Termination; Delay.

a. Termination by Town for cause. Town may terminate the services of the Developer, and take possession of the Project and all materials, and equipment deemed to be part of the Services, if terminated based on cause as contemplated herein. The termination shall be effective thirty (30) days after Town has delivered written notice detailing the cause for termination hereunder to the Developer if the Developer has failed to reasonably cure the cause for termination within that thirty (30) day period; unless such cure cannot be accomplished within such time period, and in such case after a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to Town, all of which shall be subject to the notice and thirty (30) day period to cure provided herein:

- i. The Developer is adjudged bankrupt or insolvent.
- ii. The Developer makes a general assignment for the benefit of his creditors.
- iii. A trustee or receiver is appointed for the Developer or for any of his property.
- iv. The Developer files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy law.
- v. The Developer repeatedly fails to supply sufficiently skilled workmen, or necessary materials or equipment to maintain the construction schedule or provide quality workmanship and/or product.
- vi. The Developer disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Development.
- vii. The Developer unreasonably and repeatedly disregards the authority of the Town as Property Owner or collaborator under this Agreement, after written notice of such concerns and failure to correct such actions.
- viii. The Developer violates any material provision of the Agreement and fails to cure the same within the proper time frame for cure allotted herein.
- ix. Notification by the lender of the Development of financial default by the Developer.

After termination is effectuated, Town may proceed to finish the Development by whatever method it deems most expedient. Developer will present all final invoicing to the Town within thirty (30) days of Termination for payment by the Town.

b. Termination by Town for Convenience. Town may also elect to suspend or abandon the Project and terminate the Agreement for convenience. The action shall be effective thirty (30) days after Town has delivered written notice to the Developer. This action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to Town. The Developer shall be paid for all Development executed and any costs and expenses, including the Developer Fee, sustained due to the termination and Developer will present all final invoicing to the Town within thirty (30) days of Termination effective date.

c. Termination by Developer. Developer may terminate the Agreement for any of the following reasons. The termination shall be effective thirty (30) days after the Developer has delivered written notice to Town, and provided a fourteen (14) day opportunity to cure:

- i. Town has suspended the Development for more than sixty (60) days.
- ii. Town has been issued a stop work order of sixty (60) days or more by court order or other competent public agency.
- iii. The Town fails to act on any request for payment within thirty (30) days after its submittal.
- iv. Town fails to pay the Developer within (30) thirty days the sum approved by the Town or awarded by arbitrators or court.
- v. The Town repeatedly fails to respond to requests for approvals and other information required in a timely manner to allow Developer to meet its obligations and operate within the construction periods permitted due to seasonal constraints.
- vi. Town fails to meet any other material obligations under this Agreement, the Planning Documents or the ancillary development agreement for public improvements.

d. Payment to Developer. The Developer shall be entitled to payment for all Development implemented and any expenses sustained due to the termination providing they have provided complete accounting within thirty (30) days of the termination date. In the event of termination under any section, payments will be made to Developer for all work performed up to the date of termination. The Developer shall have the option of resuming work after such payment or proceeding to termination in such instances. If the Agreement is terminated pursuant to Sections 28.b. or c., and the Developer does not elect to resume work, the Developer shall also be entitled to payment for the remaining Developer Fee for the entirety of the Development.

If all phases of the Development are not completed by the Developer, the Agreement may be terminated by the Town in accordance with the provisions set for in Section 28.

e. Ownership of Planning and Construction Documents. The Planning Documents and all architectural, engineering, construction and similar plans are owned by Developer. In the event of termination of this Agreement pursuant to Section 28.b, the ownership of all Planning Documents shall transfer from Developer to the Town as the Town's sole remedy against Developer for termination for cause. For purposes of this Section, "Planning Documents" shall not include architectural, engineering and construction plans and documents for the vertical construction.

f. Town Assumption of Development. In the event the Town assumes completion of the Development under Section 12, or under any other provision of this Agreement, or the Agreement is terminated pursuant to Section 28, Developer is released from any and all further obligations under this Agreement excluding warranties for work completed prior to termination or assumption.

29. Miscellaneous.

a. Indemnification

i. To the fullest extent permitted by law, and in accordance with Section 13-50.5-102, C.R.S., Developer shall indemnify and hold Town, its officers, employees, and insurers, harmless from and against all liability, claims, and demands brought or asserted against Town by a third party (a party who is not a party to the Agreement) 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, whether alleged, adjudicated, or otherwise, related to or in any manner connected with the Agreement, to the extent that such injury, loss, or damage is caused by Developer's negligence or other fault, or the negligence or other fault of Developer's employees, agents, representatives, subcontractors, suppliers, or anyone else for whose acts Developer is liable under applicable law. Developer is not required to provide indemnification under this Section to the extent such liability, claim, or demand arises through the negligence or other fault of Owner, its officers, employees, or agents. As used in this Section, the term "fault" includes, but is not limited to, an intentional or willful wrongful act, or a breach of the Agreement.

ii. This indemnity provision is to be interpreted to require Developer indemnify and hold Town harmless only to the extent and for an amount represented by the degree or percentage of negligence or other fault attributable to Developer, or Developer's employees, agents, representatives, subcontractors, suppliers, or others for whose acts Developer is liable under applicable law.

iii. To the extent indemnification is required under this Section, Developer shall reimburse Town for all costs and expenses of litigation incurred by Developer related to the matter for which indemnification is required, including, but not limited to, court costs, expert witness fees, and reasonable attorney's fees.

iv. The extent of Developer's obligation to indemnify and hold Town harmless under this Section shall be determined only after Developer's liability or fault has been

determined by adjudication, alternative dispute resolution (if permitted by the Agreement), or is otherwise resolved by mutual agreement between Developer and Town.

v. This indemnity provision applies only with respect to claims brought or asserted against Town by third parties, and not to claims only between Developer and Town.

vi. Town's officers, employees, and insurers are third party beneficiaries of this Section in accordance with its terms. However, any amendment, modification, or termination executed by Town and Developer is binding upon Town's officers, employees, and insurers.

vii. All indemnity obligations required by the Agreement shall survive the completion or termination of the Agreement, and shall be fully enforceable thereafter, subject to any applicable statute of limitation."

b. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

c. Governmental Immunity. The Town and its officers, elected officials, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, elected officials, attorneys or employees.

d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Summit County, Colorado.

e. No Third Party Beneficiaries. No third party is intended to or shall be a beneficiary of this Agreement, nor shall any third party have any rights to enforce this Agreement in any respect.

f. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Parties, and nothing contained in this Agreement shall be construed as making the Parties joint venturers or partners.

g. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

h. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

i. Modification. This Agreement may only be modified upon written agreement of the Parties.

j. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

k. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

l. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

m. Recording. This Agreement or a notice of memorandum of agreement may be recorded with the Clerk and Recorder for Summit County, Colorado and shall run with the land at the mutual consent of the Parties, which shall not be unreasonably withheld.

n. Retained Authority. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF BRECKENRIDGE**

\_\_\_\_\_  
Shannon Haynes, Acting Town Manager

ATTEST:

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

**Stables Village, LLC**

\_\_\_\_\_  
Suzanne Allen Sabo, Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of Stables Village, LLC.

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Stables Village**

**EXHIBIT B**  
**Restrictive Housing Covenant and Notice of Lien**  
**For Stables Village,**  
**Summit County, Colorado**  
**(attached)**