I. BRECKENRIDGE CREATIVE ARTS UPDATE (3:00-3:30pm)
Breckenridge Creative Arts Update

II. PLANNING COMMISSION DECISIONS (3:30-3:35pm)
Planning Commission Decisions

III. LEGISLATIVE REVIEW (3:35-3:55pm)
2020 Mill Levy Ordinance (Second Reading)
King House Local Landmarking (Second Reading)
2018 Building Code Adoption (First Reading)
Child Advocacy Center Lease (First Reading)
Housing Buy Down Program Resale Process (First Reading)
Sale of Highlands Green Unit 117 (Emergency Ordinance)
2020 Budget Adoption (Resolution)

IV. MANAGERS REPORT (3:55-4:40pm)
Public Projects Update
Parking and Transportation Update
Housing and Childcare Update
Committee Reports
Financials

V. OTHER (4:40-5:00pm)
Marijuana Law Change (Opt-In Social Clubs and Delivery)

VI. PLANNING MATTERS (5:00-6:00pm)
McCain Development Update
Subdivision Standards Update
Development Agreement to Transfer Density off the South Gondola Lot
TO: Town of Breckenridge Town Council  
FROM: Nicole Dial-Kay, Senior Director of Arts + Programming  
DATE: November 18, 2019  
SUBJECT: Breckenridge Creative Art 2020 Programming

With the direction and full support of the Board of Directors, the Staff of Breckenridge Creative Arts (BCA) have curated a 2020 programming lineup with the goal of aligning with the expectations of Town of Breckenridge as the primary funder and key partner. Changes to the programming schedule include 1) an increased percentage of funding allocated to the Arts District Campus, 2) the redistribution of Breckenridge International Festival of Arts into smaller weekend activities, 2) the addition of 1-2 (TBD) extended outdoor installations planned in coordination with appropriate committees, 3) local artists and community outreach initiatives, and 4) increased cultural partner collaborations.

Programming decisions in 2020 were driven by the Destination Management Plan (DMP)’s strategic initiative “Ensure long-term economic viability irrespective of climate conditions by diversifying and amplifying arts, historic, culinary products and experiences on a year-round basis”, as well as identified opportunities to 1) Continue to diversity the off-season destination experience, 2) Increase culinary and cultural experiences, and 3) Create initiatives to disperse visitors throughout the community; and the identified challenge 1) Event fatigue with some residents (DMP, p. 24,21).

**Arts District Campus**

BCA hired a new Education Manager, Greg Bushey, a longtime resident of Breckenridge and lifelong educator, who has been tasked with outreach across Summit County. BCA is dedicating increased staff time to engaging the local audience through Greg with the explicit goal of higher rates of awareness regarding the cultural opportunities afforded to the community.

In addition, a greater percentage of the annual budget is being allocated to the activation of campus through the redistribution of funds previously spent on annual festivals. A 43% increase of the overall programming budget will be spent on weekly workshops and visible activation of the Arts District Campus.

The additional activation on campus will include an expansion of those class mediums that have proven successful at a consistent attendance rate of 75% or higher. Many of these mediums fall under the DMP’s articulated “maker culture”: “Many destinations are now promoting their maker communities to help define and differentiate their regional identities” (DMP, p. 15). These programs will include: 1) year-
round blacksmithing classes, 2) Build Out Your Campervan woodworking classes, and 3) doubled offerings of welding and plein-air painting classes. Also in 2020, all selected Artists-in-Residence have been required to present an outdoor Campus activation as a part of their stay in Breckenridge.

**Trail Mix: A BIFA Series**

BCA has chosen to piece out the Breckenridge International Festival of Arts (BIFA) by implementing its most successful features increasingly year-round. BCA will rebrand this series as *Trail Mix: A BIFA Series* in order to protect the BIFA brand should there be a decision to return to the 10-day model in the future. We believe that this decision will 1) free up money for greater allocation towards the Arts District Campus, 2) combat any contribution to the human congestion on busy summer weekends, 3) give locals more opportunities to see the cultural offerings of BIFA outside of the busy festival time period, and 4) be available for more partnership opportunities that work with the schedules of our resident cultural partners.

The cornerstone of *Trail Mix: A BIFA Series* is a six-month (May-Sep) installation *Forever Bicycles* by Chinese artist Ai WeiWei. The appropriateness of this installation has been vetted through the Breckenridge Public Art Advisory Committee and the site (Blue River Recpath near Breckenridge Recreation Center) was chosen with the Breckenridge Art Installation Committee, formerly the Troll Task Force. The site of *Forever Bicycles* was chosen with the intention to drive individuals out of the congested core of town with a concentrated marketing effort on boots, bikes, and public transportation in the works.

Two Trail Mix weekends, June 19-21 + Aug 27-30, will feature on-trail performances including Tree-O!, Chirp!, Acoustic Flow, performances from regional circus troupes, and theater performances from Backstage Theater in collaboration with their production of *A Midsummer Night’s Dream*, as well as potential other partnerships with resident cultural partners.

**WAVE: Light + Water + Sound**

*WAVE: Light + Water + Sound* will continue in its usual footprint (Riverwalk Lawn to Barney Ford Lot) during the standard time period (May 28-31). Artists for 2020 include Pilobolus (Baltimore, MD), Choi + Shine (Boston, MA), Jen Lewin (Boulder, CO), Studio Alex (Amsterdam, The Netherlands), Zebbler Studios (Kansas City, MO).

There is an opportunity to extend Choi + Shine’s installation *Arizona*! (images attached) between 1 month to 4 months contingent upon the interest of the pertinent committees and the possibility to overcome any present logistical concerns. The potential benefits of an extended installation could be 1) more time for locals to see the work outside of busy festival weekend, 2) additional July 4 activation in lieu of fireworks, 3) greater visibility over multiple weekends, and 4) a greater return on the financial investment of installation with the above outcomes. The artists have expressed complete flexibility on the duration of this installation and concept design to confront any potential logistical hurdles (i.e. photo corridor visibility, other event conflicts, etc.). BCA shares this opinion of flexibility concerning the extension of this WAVE installation.

**Outreach**
BCA is endeavoring two major community outreach projects in 2020: Craig Walsh + Hiromi Tango (Perth, Australia): *Woven Spaces* and *Unexpected Landscapes: A Summit County Celebration*.

Craig Walsh and Hiromi Tango, in partnership with Building Hope + Summit County Care Clinic, present *Woven Spaces* (Jan 23-May 10), a meditative space for collective engagement and contemplation in the face of the Summit County mental health crisis. *Woven Spaces* includes outdoor projections on the Arts District Campus featuring interviews with those in our community that have lived through the realities of mental health issues, a four-month exhibition at Old Masonic Hall, and a series of community engagement projects with the artists and with Building Hope and Summit County Care Clinic. This project will feature 50+ public programs offered free of charge to the Summit County community and ongoing outreach efforts.

*Unexpected Landscapes: A Summit County Celebration* (Oct 2020-Jan 2021) is a three-month spotlight on the talent within our community. This project will feature an exhibition of all local artists at Old Masonic Hall sourced through a marketed Open Call platform, half-price locals weeks for Arts District Campus classes, local Artists-in-Residence in Tin Shop, Fuqua Livery Stable, Randall Barn, Quandary Antiques Cabin, Robert Whyte House, and Ceramics Studio, weekend Open House programming on the Arts District Campus, BCA social media spotlights on local artists, and an opportunity to sell local art on campus during the annual Handmade Holiday.

BCA is also expanding local business partnerships including collaborations with the Restaurant Association, Downtown Business Association, Après Handcrafted Libations, Breckenridge Gallery, and more. This effort has been spearheaded by our new Education Manager.

In an effort to diversify the cultural offerings of Breckenridge, BCA has programmed two non-music BCA Presents events in the Riverwalk Center: Moth Mainstage, a spoken word presentation, and Tig Notaro, a national touring comedian.

**Cultural Partners**

In 2020, BCA is allocating funds to collaborations with our cultural partners. These collaborations include 1) the inclusion of Backstage Theater (and potentially National Repertory Orchestra [NRO]) into the Trail Mix series, 2) an exhibition in Old Masonic Hall in collaboration with Breckenridge Film Festival, 3) a hosted Robert Whyte House Artist-in-Residence selected by the Breckenridge Film Festival and hosted during the Festival month, and 4) a dedicated space on the Arts District Campus June through August for Breck Music and NRO to host daily rehearsals. These rehearsals will be open to the public, supported through BCA Studio Assistants, and advertised in the BCA catalog of programming and social media.

By refocusing our programming to a more concentrated emphasis on our local audience and the assets of the Arts District Campus, as well as the possibilities of collaboration with our cultural partners, we believe that BCA is more closely aligning with the expressed desires of the Destination Management Plan and feedback represented in Town of Breckenridge Town Council meetings. BCA would like to open the conversation to Town Council:

1. Is Council agreeable to the programming contained in the memo?
2. Is there additional programming that Council may wish to see during the 2020 calendar year?
2020 PROGRAMMING
ARTS DISTRICT CAMPUS
FESTIVALS
WAVE:
Light + Water + Sound
PILOBOLUS:
UP! UMBRELLA PROJECT
JEN LEWIN: IT’S ELECTRIC

photo by Aaron Rogosin
ZEBBLER STUDIOS: UNTITLED
TRAIL MIX
AI WEIWEI: FOREVER BICYCLES
ACOUSTIC FLOW
COMMUNITY OUTREACH
CRAIG + HIROMI: WOVEN SPACES
Partnership with Building Hope + Summit County Care Clinic
PARTNERSHIPS:
BACKSTAGE THEATER + NRO
2020 PROGRAMMING
Hosted by Breck Create
Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: November 20, 2019
Subject: Planning Commission Decisions of the November 19, 2019 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, NOVEMBER 19, 2019:

CLASS A APPLICATIONS: None.
CLASS B APPLICATIONS: None.
CLASS C APPLICATIONS: None.
TOWN PROJECT HEARINGS: None.

OTHER:
Two work sessions were held; one to give an update on the Fiber 9600 project, and one to review and receive feedback on the Development Code policies regarding Accessory Apartments.
PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 p.m. by Chair Gerard.

ROLL CALL
Christie Mathews-Leidal  Jim Lamb  Ron Schuman
Mike Giller  Steve Gerard
Dan Schroder  Lowell Moore

APPROVAL OF MINUTES
With no changes, the November 5, 2019 Planning Commission Minutes were approved.

APPROVAL OF AGENDA
With no changes, the November 19, 2019 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:
• No comments

WORK SESSIONS:
1. Broadband Project Overview
Shannon Haynes, Assistant Town Manager, presented an overview and status of the current Fiber 9600 project. You have seen our campaign materials. We partnered with Launch for Fiber 9600 name. The hut site is located by the Justice Center which is where all of the fiber comes together. The power is on at the hut site and we hope to light a few friendly customers end of November, then will light the rest of customers beginning of December. Allo is our service provider. Peak is doing the construction, including the drops to premises. It is unfortunate Mr. Schroder had some issues alluded to in the previous meeting minutes with Allo and Peak, particularly with the drop at his home. We have had some issues with the drops in the field and are working on solutions for that for 2020. We are looking at wifi in the core of Town. The green on the map will be online in 2019 and in the blue sections, we see that online in 2020. The cost to the premise in the area called out as 18, the cost is high but we have this area (Weisshorn sub) in the 2020 online plan. With regard for multi dwelling units (MDUs), they all have different situations, so we need to deal with them on a case-by-case basis to project what goes online in 2021. We will be reaching out to them in fall of 2020 to gauge interest. As we go north to larger lot subdivisions, we could see prices at 17-18,000 per premise which is very high. We will see if the costs go down over time. Again, we could be looking at wireless to reach some of those areas. That is the 2019 update.

Commissioner Questions / Comments:
Mr. Schroder: One of the Peak people came to my house and they were very responsive. The people on the ground are what I was commenting about. I appreciate the responses I’ve received. Mark Johnston contacted me directly.
Ms. Haynes: Sometimes the folks on the ground don’t get the message, but we’re working on improving these communications and our staff has been pro-active addressing issues.
Mr. Schuman: Who would I reach out to for MDUs? (Ms. Haynes: Let me get you contact information. I will give that info to Julia and she can get it to everyone.)
Ms. Haynes: Moving forward to 2020, we are looking to reduce costs overall. Asphalt is a big cost line item. We had to scrutinize our 2020 plan and decide where to go next. The map here shows the proposed added coverage in 2020 (blue area). This includes the Wi-Fi in the core of town. For 2021, we are starting to look to the west and the south. I could go into more detail but I’d be here a long time.
Ms. Leidal: Then north of Town to finish up 2022? (Ms. Haynes: When we get out to the north we need
to find a way to reduce the cost per premise. Allo is going to help us try to engineer a test of fixed wireless that we might do on the border of what we’ve constructed. Hopefully tech and construction methods will change and reduce the price for us so we can extend beyond what is on the map. We will try what we can to value engineer that.) 

Mr. Gerard: Any talk going on between the various municipalities about doing this more? (Ms. Haynes: The county is looking at how they can potentially build off the Thor Network. NWCCOG put together a project that goes down I-70 out of Denver and then goes west out toward Aspen and Glenwood and then back down to Denver. The county is hoping to connect from that network to get to Montezuma and areas north of Silverthorne that are underserved. There are grant funds available for underserved locations. We have a hard time meeting those qualifications for grant funds although our coverage is not very good. Blue River is looking at connecting in somehow as well. Everyone is talking about this, we are willing to partner and help in any way we can but want to get our Town taken care of.) 

2. Accessory Units 
Mr. Lott presented proposed changes to the recently updated section of the Development Code pertaining to Accessory Apartments. The Commission was asked for questions, concerns, and feedback.

**Commissioner Questions / Comments:**

Mr. Truckey: To provide a little context, for years we have encouraged accessory apartments, but things changed in the last few years with the short term rental situation. We felt we needed to get a handle on that, so with the code amendments earlier this year we came up with our first requirements for deed restrictions on accessory apartments. This is trying to button it down more since we have seen a couple of designs that have issues.

Ms. Leidal: Thank you. I absolutely support the intent in the revisions. I am familiar with the county code. A couple comments: Under the definition of a wet bar, if someone put a sink in their bedroom, you couldn’t say that’s a wet bar. How do you prevent that from happening? Is that okay then to have a kitchen/sink? (Mr. Truckey: People are going to do what they’re going to do and we are not going to be able to catch all violations. Certainly if we get some complaints, we could follow up on that and they would either have to make corrections or go through a permitting process.) In regards to where they are allowed, I think the multi-unit wording is misleading under the proposed Primary Unit Definition. (Mr. Truckey: We talked about a triplex or something similar being allowed to have these types of units.) The county only has a one accessory apartment rule, so maybe think about that. (Mr. Lott: Some of the sizing requirements currently in the code might address some of those issues as well.)

Mr. Lamb: What was the thought around striking the statement on page 6 between where four and five would be? The statement regarding persons with disabilities or persons sixty-five or older. (Mr. Lott: That is something that is more enforceable in the deed restrictions rather than in the actual code itself.)

Mr. Giller: I sent Jeremy some comments related to gas lines, vent hoods, and clarifying fridge size measurement methods.

Mr. Gerard: What is the thought behind calling out beer refrigerators? (Mr. Lott: That was written in the county definition too. We didn’t discuss that exact wording but went with it because we didn’t hear any issues from the county on it.) I was just wondering because it seemed like it could open to something up that we are not intending.

Mr. Truckey: I wanted to follow up on Jim’s question. Although we want to provide opportunities for those individuals (seniors and disabled persons) in our community, the intent and purpose of the accessory apartment would be for workforce housing. Honesty we’ve had requests recently from retired veterans, and while we are sympathetic to that, it is not what these rental units are intended for. (Mr. Lamb: If someone was working and becomes disabled, would we boot them out of a unit?) In those cases, there would be leniency. Staff would work with that
individual to come up with a solution. The Town Council stated that they do not want these units being used by family members because of the potential for some people to come up from the Front Range and use the units on the weekends. These units are intended to be for employee housing only. These rental units are a different scenario than ownership units, where we would consider allowing, for example, a retired person to stay in the unit.

Mr. Schuman: Is there any consideration to size then? What’s allowed in the code is fairly generous and might be part of the issue. Do we want to minimize this even more?

Mr. Gerard: Will the traditional concept of a mother in law apartment not apply to these? (Ms. Puester: You would have to take the kitchen or wet bar out.)

Mr. Schrod: So, it is not a matter of paying rent or not, it is how the unit is arranged or designed? (Ms. Puester: The Housing Authority sends out surveys every year to make sure people are complying with deed restrictions.)

Mr. Gerard: When has the line been drawn on these thing? What accessory apartments would be subject to these new rules? We just got done on the King House, where does that fall? (Mr. Lott: That application was submitted prior to the code amendments earlier this year, so they are still under the old code and not subject to any deed restriction requirement. In the first example I provided, the potential lock off area is not deed restricted due to the existing code language not requiring it.)

Mr. Schuman: Yes, what is the timeline on these new requirements?

Mr. Truckey: We will go to Council for a worksession and then sometime in the beginning of the year we will work on the final language. There will be more details in the deed restrictions. Hopefully the first quarter of next year everything related to this will be finished.

Mr. Gerard: The line has already been drawn to have the accessory apartments deed restricted. Staff will identify if it looks like they can close the door and create a lock off.

Mr. Moore: So the concern is for new construction and modifications with people putting a door and a wet bar in. Is that what we are trying to stop? (Mr. Truckey: If we can.)

Mr. Gerard: Trying to stop anything that can plausibly become a short-term rental space. There was a project we previously reviewed that had a large storage area that could have become a rental unit and it was called out by the Commission. In those cases, I feel that the Commission typically inquires about the space and how it is designed.

Mr. Lamb: This is a good direction. There will always be a handful that work their way around things.

Mr. Schuman: I agree. I feel this is a good direction.

OTHER MATTERS:

1. Town Council Summary (Memo Only)

Mr. Schroder: I noted that BTO is going to do a yeti bench installation. Was that controversial? (Mr. Lott: It came up under Special Events Permitting committee (SEPA). There have been some other longer term art installations in town that have no permits and sometimes these conflict with development codes.)

Ms. Puester: Regarding the Planning Commission site visit today, what did you all think of the Moose Landing project?

Mr. Schroder: They built it to last.

Mr. Lamb: Good to see the systems important are all there. I really liked the architecture. Very successful project. The decks are beautiful.

Mr. Moore: Thanks to staff for getting us out there to see it.

Mr. Gerard: One of the things that spoke to the quality is that what is available is all already rented.

Mr. Schroder: And there is a waitlist for units mentioned.

Mr. Truckey: One thing about heating, we are embarking on planning for the McCain site, 80 affordable housing units up there. The Council has made it a goal, in terms of being carbon neutral, the Council would like to go Net Zero on that development. So Gorman is partnering with us to
do that, generating as much energy on site as you are using. We are looking at the potential of not even running natural gas to that site, since that burns fossil fuels. That will be a big paradigm shift. Just so you know that is coming down the road. (Mr. Giller: All photovoltaic?) Heat pumps and photovoltaic. Some increased cost up front, decreased cost over all, which is especially good for the tenants, who will be at 60% or less AMIs. (Mr. Lamb: is it possible it would be one system that supplies all?) Yes it would be centralized. (Mr. Schroder: How does town plan to highlight that project at the next 2030 summit?) We are applying with DOLA for a large grant to help us with the Net Zero aspect.

Ms. Puester: Last Thursday History Colorado was here for an open house on their 2030 Preservation Plan. It was well attended and History Colorado was pleased with the turnout. We gave some comments on the goals for the plan, what they should address. One of the general comments from the open house was that their State interpretations of the Dept. of Interior Standards be written if they are going to go into specifics and they said they are already working on that. (Mr. Giller: They would be more prescriptive then?) (Mr. Gerard: Perhaps, definitional as well.)

Ms. Puester: Saving Places conference is coming up in January. As you know we are a CLG and there is no early bird deadline, but if you could email Jessie and let her know if you plan on attending. Go ahead and book your hotel room and send the confirmation to her.

Mr. Schroder: The one members of our audience is my new colleague working on forestry from the 1B fees with the forest service. Difficult nuances that Ashlie is working on when it comes to wildfire prevention and forest health.

**ADJOURNMENT:**

The meeting was adjourned at 6:26 pm.

__________________

Steve Gerard, Chair
To: Breckenridge Town Council
From: Heather Pezzella, Revenue Services Administrator
Date: 11-13-19
Subject: 2020 Property Tax Mill Levy

Please find attached the ordinance setting the mill levy within the Town of Breckenridge for 2020 at 5.07 mills. The ordinance is submitted for second reading.

The 5.07 mill levy is the amount the Town is authorized to impose, and cannot be increased without an election. For the 2020 budget year, we are forecasting the 5.07 mill levy to result in property tax revenues of $3.472M, up 19% from the 2019 amount of $2.916M. This is an assessment year, so there is a more significant change due to the County Assessor’s biannual assessment process being complete.

The 5.07 mills are for the purpose of defraying the expenses of the General Fund.
AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2020

WHEREAS, the Town Council of the Town of Breckenridge has determined that a mill levy of 5.07 mills upon each dollar of the assessed valuation of all taxable property within the Town of Breckenridge is needed to balance the 2020 Town budget.

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

Section 1. For the purposes of defraying the expense of the General Fund of Breckenridge, Colorado for the fiscal year 2020, there is hereby levied a tax of 5.07 mills upon each dollar of assessed valuation for all taxable property within the Town of Breckenridge.

Section 2. The Town Clerk is authorized and directed, after adoption of the budget by the Town Council, to certify to the Board of County Commissioners of Summit County, Colorado, the tax levies for the Town of Breckenridge, Colorado as herein set forth.

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 12th day of November, 2019. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 26th day of November, 2019, at 7:00 p.m., or as soon thereafter as possible in the Municipal Building of the Town

ATTEST: TOWN OF BRECKENRIDGE

/s/ Helen Cospolich, Town Clerk /s/ Eric Mamula, Mayor

APPROVED IN FORM

/s/ Town Attorney Date
The second reading of the King Residence Landmarking Ordinance is scheduled for your meeting on November 26th.

There is one minor change proposed to the ordinance from the version that was approved on first reading. On page 1, line 42 the reference to a particular section of the Town’s Historic Preservation Ordinance has been corrected.

I will be happy to discuss this matter with you on Tuesday.
FOR WORKSESSION/ SECOND READING – NOV. 26

Additions To The Ordinance As Approved on First Reading Are
Indicated By **Bold + Double Underline**: Deletions By **Strikeout**

COUNCIL BILL NO. 32

Series 2019

AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
(King Residence, 300 North French Street, Lots 10, 11, and 12, Block 1, Abbett Addition)

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

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

A. Donald D. King and Patricia Ann King, Trustees of the Donald D. King and
Patricia Ann King Revocable Living Trust, own the hereinafter described real property.
Such real property is located within the corporate limits of the Town of Breckenridge,
County of Summit and State of Colorado.

B. Donald D. King and Patricia Ann King, Trustees of the Donald D. King and
Patricia Ann King Revocable Living Trust, filed an application pursuant to Chapter 11 of
Title 9 of the Breckenridge Town Code seeking to have the hereinafter described real
property designated as a landmark ("Application").

C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
the Breckenridge Town Code in connection with the processing of the Application.

D. The improvements located on hereinafter described real property are more
than fifty (50) years old.

E. The hereinafter described real property meets the “Architectural” designation
criteria for a landmark as set forth in Section 9-11-4(A)(1)(a)(5) of the Breckenridge
Town Code because the property is of a style particularly associated with the
Breckenridge area.

F. The hereinafter described real property meets the “Physical Integrity” criteria
for a landmark as set forth in Section 9-11-4(A)(3)(c) of the Breckenridge Town Code
because the structure is on its original location or is in the same historic context after
having been moved.
G. In accordance with the requirements of Section 9-11-3(B)(3) of the Breckenridge Town Code, on October 15, 2019 the Application was reviewed by the Breckenridge Planning Commission. On such date the Planning Commission recommended to the Town Council that the Application be granted.

H. The Application meets the applicable requirements of Chapter 11 of Title 9 of the Breckenridge Town Code, and should be granted without conditions.

I. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final approval of an application for landmark designation under Chapter 11 of Title 9 of the Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

Section 2. Designation of Property as Landmark. The following described real property:

Lots 10, 11, and 12, Block 1, Abbett Addition, Town of Breckenridge, Summit County, Colorado; also known as 300 North French Street, Breckenridge, Colorado 80424

is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town Code.

Section 3. Police Power Finding. The Town Council 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 4. Town Authority. The Town Council finds, determines and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 5. Effective Date. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.
TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By ________________________________

Eric S. Mamula, Mayor

ATTEST:

_________________________

Helen Cospolich
Town Clerk
The Building Codes currently adopted by the Town are the 2012 International Code series. The International Code series is published and updated by the International Code Council (ICC) on a three-year basis, with the Town adopting the updated codes typically every six-years. The 2018 series of ICC Codes are the most updated published codes and staff would like to move forward to adopt these.

Staff met with Council at its November 12th work session and discussed the issues related to these code changes. The discussion focused on the Energy Code amendments put into place during the last code adoption and the requirement for gender neutral bathrooms in commercial facilities. Attached is the draft ordinance adopting the updated Codes. There are no substantive changes from the work session. Staff will be available to answer any questions from Council.

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

Section 1. Chapter 1 of Title 8 of the Breckenridge Town Code is repealed and readopted with changes so as to read as follows:

CHAPTER 1
BUILDING CODES

SECTION:

8-1-1: TITLE
8-1-2: FINDINGS
8-1-3: STANDARD CODES ADOPTED BY REFERENCE
8-1-4: AMENDMENTS TO THE INTERNATIONAL BUILDING CODE
8-1-5: AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE
8-1-6: AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE
8-1-7: AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE
8-1-8: AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE

BUILDING CODES ORDINANCE
8-1-9: AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE
8-1-10: AMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE
8-1-11: AMENDMENTS TO THE INTERNATIONAL POOL AND SPA CODE
8-1-12: AMENDMENTS TO THE NATIONAL ELECTRICAL CODE
8-1-13: AMENDMENTS TO THE ICC ELECTRICAL CODE – ADMINISTRATIVE PROVISIONS
8-1-14: AMENDMENTS TO THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS
8-1-15: PENALTIES
8-1-16: LIABILITY
8-1-17: REPEAL OF PREVIOUS ORDINANCES
8-1-18: CODE COPIES

8-1-1: TITLE:

This Chapter shall be known and may be cited as the “TOWN OF BRECKENRIDGE BUILDING CODES ORDINANCE.”

8-1-2: FINDINGS:

The Town Council finds and determines as follows:

A. The Town is authorized by law to set fees for permits issued under the Town’s building and other technical codes.

B. The Building Inspection Division of the Department of Community Development is the primary Town department charged with the duty to process permit applications under the Town’s building and other technical codes, but other Town departments and personnel, such as the Engineering Department, expend time in connection with the review of such applications. The time expended by all Town personnel in reviewing such applications are part of the present operational cost and future expansion of the Building Inspection Division of the Department of Community Development. Such costs are part of the overall costs required to operate such Department.

C. On occasion the Town incurs additional out-of-pocket expenses in connection with the review of an application for a permit under the Town’s building and other technical codes. Such expenses may include, without limitation, fees paid by the Town to the Town Attorney and/or fees paid by the Town to special counsel or special consultants. Such fees are part of the overall costs required to process the permit application for which they were incurred.
D. Pursuant to Bainbridge, Inc. v. The Board of County Commissioners of Douglas County, 964 P.2d 575 (Colo. App. 1998) the application fees that may lawfully be charged by the Town for permits under the Town’s building and other technical codes may include both the direct and indirect costs of operating the Building Inspection Division of the Town’s Department of Community Development, as well as the other Town departments and personnel which assist in the review of permit applications.

E. The permit fees established in this Chapter are approximately required to offset the direct and indirect costs of operating the Building Inspection Division of the Department of Community Development and the cost to the Town of actually processing building permit applications.

F. The application fees for Building Permits and Plan Reviews established by this Chapter do not exceed the direct and indirect costs of operating the Department of Community Development and the cost to the Town of actually processing permit applications.

8-1-3: STANDARD CODES ADOPTED BY REFERENCE: The following standard codes, as hereinafter amended, are adopted by reference as part of the Town of Breckenridge Building Code:


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8-1-4: AMENDMENTS TO THE INTERNATIONAL BUILDING CODE: The following sections of the International Building Code, 2018 Edition, are amended to read as follows:

1. **Section 101.1 Title** is amended to read as follows:

   101.1 Title. These regulations shall be known as “The TOWN OF BRECKENRIDGE BUILDING CODE” herein after referred to as “this code.”

2. **Section 101.4.3 Plumbing** is amended by deleting the last sentence that references the International Private Sewage Disposal Code.

3. **Section 101.4.4 Property Maintenance** is deleted in its entirety.

4. **Section 102.6 Existing Structures** is amended by removing the reference to the International Property Maintenance Code.

5. **Section 103.2 Appointment** is amended to read as follows:

   103.2 Building Official. The Building Official is hereby authorized and directed to enforce all of the provisions of this code. However, such authorization and direction shall be neither an expressed nor implicit guaranty that all buildings and structures have been constructed in accordance with all of the provisions of this code, nor be deemed as any representation as to the quality of such buildings or structures in any manner.

6. **Section 103.3 Deputies** is amended to read as follows:

   103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction, the building official shall have the authority to appoint a deputy building official, related technical officers, inspectors, plans examiners and other employees. Such employees shall have the powers and duties as delegated by the building official.

7. **Section 104.8 Liability** is amended by adding the following additional first paragraph:
The adoption of this code, and any previous building, construction and housing standard adopted by the Town of Breckenridge, shall not be deemed to give rise to a duty of care on the part of any public entity, public employee or agent, nor shall this code or any previous building, construction and housing standard be deemed to create any civil remedy against a public entity, public employee or agent.

8. **Section 105.1.1 Annual Permit** and **Section 105.1.2 Annual Permit Records** are deleted in their entirety.

9. **Section 105.2 Work exempt from permit** Item 11 is amended to read as follows:

   Item 11. Swings and other playground equipment.

10. **Section 105.5 Expiration** is amended to read as follows:

    105.5 Expiration. Every permit issued by the building official under the provisions of this code shall expire 18 months after the date of issue. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, extensions of time, for periods of not more than 6 months. An extension shall be requested in writing and shall demonstrate justifiable cause for the extension.

11. **Section 107.1 General** is amended to read as follows:

    107.1 General. Construction documents, special inspection and structural observation programs and other data shall be submitted in two sets with each application for a permit. A Colorado Licensed Design Professional shall prepare the construction documents. The Building Official may waive the requirement for a design professional when it is found that the nature of the scope of work is such that a design professional is not necessary to obtain compliance with this code. Where special conditions exist the building official is authorized to require additional construction documents.

12. **Section 107.3 Examination of documents** is amended by adding the following paragraph:

    The issuance or granting of a permit by the Town of Breckenridge, based on plans and specifications and other data, shall not prevent the subsequent requiring of the correction of errors or omissions in said plans specifications and other data and shall not be construed to be a permit for approval of any violation of any of the provisions of this code or any other law of the Town of Breckenridge.
13. **Section 107.3.1** Approval of construction documents is amended by replacing the words “reviewed for code compliance”, with “approved for issuance of building permit.”

14. **Section 109.2** Schedule of permit fees is amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures, electrical, gas mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following Town of Breckenridge Building Permit and Inspection Fee Schedule:

**Town of Breckenridge Building Permit and Inspection Fee Schedule**

<table>
<thead>
<tr>
<th>TOTAL VALUATION</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 TO $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 TO $2,000</td>
<td>$23.50 for the first $500, plus $3.05 for each additional $100 or fraction thereof, to and including $2,000</td>
</tr>
<tr>
<td>$2001 TO $25,000</td>
<td>$69.25 for the first $2,000, plus $14.00 for each additional $1,000 or fraction thereof, to and including $25,000</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$391.25 for the first $25,000, plus $10.10 for each additional $1,000 or fraction thereof, to and including $50,000</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75 for the first $50,000, plus $7.00 for each additional $1,000 or fraction thereof, to and including $100,000</td>
</tr>
<tr>
<td>$100,000 to $500,000</td>
<td>$993.75 for the first $100,000, plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75 for the first $500,000, plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000</td>
</tr>
<tr>
<td>$1,000,001 and higher</td>
<td>$5,608.75 for the first $1,000,000, plus $3.65 for each additional $1,000 or fraction thereof</td>
</tr>
</tbody>
</table>
Other Inspections and Fees:

1. Inspection outside of normal business hours (minimum charge – two hours) ……………………………………$50.00/hour

2. Re-inspection ………………………………………………………………………………….$50.00/hour

3. Inspection for which no fee is specifically indicated (minimum charge – one hour) ……………………………..……….$50.00/hour

4. Additional plan review required by changes, additions or revisions to plans (minimum charge – one hour) …………………………….$50.00 /hour

5. For use of outside consultants for plan checking and inspections, or both………………………………………………………….. Actual cost

### ELECTRICAL PERMIT FEES

<table>
<thead>
<tr>
<th>UNIT AREA</th>
<th>PERMIT FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1,000 sq. ft.</td>
<td>$120.00</td>
</tr>
<tr>
<td>Over 1,000 sq. ft., and not more than 1,500 sq. ft.</td>
<td>$168.00</td>
</tr>
<tr>
<td>Over 1,500 sq. ft., and not more than 2,000 sq. ft.</td>
<td>$216.00</td>
</tr>
<tr>
<td>Over 2,000 sq. ft.</td>
<td>$216.00 plus $9.60 per 1000 sq. ft. or fraction thereof over 2,000 sq. ft.</td>
</tr>
</tbody>
</table>

### ALL OTHER FEES:

Except for inspection in mobile homes and travel parks, all other permit fees shall be computed on the dollar value of the electrical installation, including labor and material, and such fees shall be computed as follows:

<table>
<thead>
<tr>
<th>VALUATION</th>
<th>PERMIT FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than $2,000.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>More than $2,000.00</td>
<td>$9.60 per thousand or fraction thereof plus $120.00</td>
</tr>
<tr>
<td>Mobile homes and travel parks per space</td>
<td>$120.00</td>
</tr>
<tr>
<td>Additional plan review</td>
<td>$65.00 per hour or fraction thereof</td>
</tr>
<tr>
<td>Re-inspection on all above</td>
<td>$65.00</td>
</tr>
<tr>
<td>Temporary Power Permit</td>
<td>$65.00</td>
</tr>
<tr>
<td>Hot Tub Electrical Permit</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

**Plan review fees – The plan review fees for electrical work shall be calculated as 65 percent of the electrical permit fee.**

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All permits have a plan review fee of 65% in addition to the permit fee.

Hot tub permits fees are $125.25.

Work commencing before issuance of a building permit is subject to three times the permit fee.

15. **Section 110.3.5** Lath and Gypsum Board Inspection is amended by deleting the Exception

16. **Section 110.3.11** Final Inspection is amended to read as follows:

   **110.3.11 Final Inspection.** The final inspection is to be made only after the finished grading and the building or structure is completed in accordance with the provisions on the International Building Code, technical codes and the Town’s Development Code, including flooring, tile, wallpaper, painting, trim, finish, and final cleaning. A security deposit may be posted for work required by the Town’s Department of Community Development, i.e., landscaping, exterior painting, and paving that cannot be completed as a result of prevailing weather conditions.

17. **Section 110.7 Re-inspections** is amended by adding a new subsection, 110.7 Re-inspections, to read as follows:

   **110.7 Re-inspections.** A re-inspection fee, as specified in the Town of Breckenridge Building Permit and Inspection Fee Schedule, may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. Re-inspection fees may be assessed when the inspection records are not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, or failing to provide access on the date for which the inspection is requested, or for deviating from plans requiring the approval of the building official. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the re-inspection fees have been paid.

18. **Section 111.1 Change of occupancy** is amended by adding the following sentence:

   Certificates presuming to give authority to violate or cancel the provisions of this code or other Town ordinances shall not be valid.

19. **Section 202 Definitions** is amended by adding the following definitions with the alphabetical order of the existing definitions:

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LOFT: A habitable room or floor in a building that is open to the room or floor directly below, which may or may not qualify as a mezzanine.

POTENTIAL SLEEPING ROOM: A room or space within a dwelling unit having a floor area of at least 70 square feet and a ceiling height of at least 5 feet, will be considered a sleeping room as follows:

In a building defined as a dwelling or lodging house, any space or room having two of the following factors shall be considered a sleeping room. In a building defined as an apartment house or hotel, any room or space having one of the following factors shall be considered a sleeping room:

a. Has walls and doors to separate it from other habitable spaces.
b. Meets the definition of a loft.
c. Has a closet or similar provision for clothes storage.
d. Has a full or partial bathroom connected to the space or room, or has a path of travel to a full or partial bathroom which does not first pass through a habitable space.

Rooms or spaces determined by these criteria to be sleeping rooms, regardless of any names, labels, or intended uses proposed by the building designer or owner, shall have emergency escape and rescue openings per the 2018 IBC Section 1030, smoke detectors per IBC Section 907, and carbon monoxide detectors per IBC Section 915.

Any alteration to the room or space previously mentioned will be required to be made permanent in nature. The elimination of doors or closets will be made in such a manner that the construction cannot be readily reinstalled.

UNFINISHED SPACE: A room or space within a dwelling unit with no interior partition walls, no gypsum board (unless required by code), no finishes (mud, tape, and/or paint) on areas requiring gypsum board, and no floor finishes.

CERTIFIED SOLID FUEL BURNING DEVICE: A solid fuel burning device that is certified by the Air Pollution Control Division of the Colorado Department of Health or approved by the building official as meeting the emission standards set forth in Section IV of Regulation No. 4 of Volume I of the Colorado Air Quality Control Commission (EPA Phase II or III).

NEW CONSTRUCTION: For the purpose of section 2113 new construction” is construction of a residential, commercial, industrial, agricultural or accessory building. This shall include any modifications, replacement or relocation of existing solid fuel
burning devices. However, modifications to solid fuel burning devices shall not include repair, replacement or relocation of flue pipe.

**SOLID FUEL BURNING DEVICE:** Any fireplace, stove, firebox, or other device intended and or used for the purpose of burning wood, coal, pulp, paper, pellets or other non-liquid or non-gaseous fuel.

20. **Section 420** Groups I-1, R-1, R-2, R-3 is amended to add a new subsection, 420.11 Sustainable Building Code, to read as follows:

420.11 **Sustainable Building Code.** All residential (Type R) occupancies are to be LEED-H, ICC-700, Green Globes or certified through an alternate third party, approved by the building official.

21. **Section 502.1** Address identification is amended by changing the minimum required height from 4 inches to 5 inches.

22. **Section 718** Concealed Spaces is amended by adding two new subsections, 718.6 Factory-built fireplace enclosures and 718.7 Factory-built chimney enclosures, to read as follows:

718.6 **Factory-built fireplace enclosures.** Combustible construction enclosing factory built fireplaces with Class A chimneys shall be protected on the interior (fireplace) side by one-hour fire resistive construction.

718.7 **Factory-built chimney enclosures.** Factory-built Class A chimneys shall be enclosed within a continuous enclosure protected on the interior (flue) side by not less than one-hour fire resistive construction.

**Exception.** The portion of the chimney located in the same room as the appliance and the portion of the chimney above the finished roof are not required to be enclosed. However, if they are enclosed, the interior of the shaft shall be protected by one-hour fire resistive construction.

23. **Section 901.5** Acceptance tests is amended by adding a new subsection, 901.5.1 Special inspector required, to read as follows:

901.5.1 **Special inspector required.** All fire protection systems required by this code shall be reviewed, inspected, and approved by a special inspector. The special inspector shall be an authorized representative of the RWB fire department or another qualified individual with prior approval of the building official. Approvals of special inspectors,
inspections approvals, and reports by special inspectors shall be in accordance with Chapter 17 of this code.

24. **Section 915.1 General** is amended by adding the following sentence:

Carbon monoxide detection shall also be installed in accordance with *State of Colorado House Bill 09-1091, Article 45, Title 38, C.R.S.*

25. **Section 1010.1.9.4 Locks and latches Item 2.2** is amended to read as follows:

**Item 2.2** A readily visible sign is posted on the egress side on or adjacent to the door stating:

**THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS.**

The sign shall be in letters 1 inch (25 mm) high on a contrasting background.

26. **Chapter 12 Interior Environment** is amended by adding a new section to read exactly as set forth in Appendix F, Radon Control Methods, of the 2018 IRC. This shall be applicable for R2 and R3 occupancies.

27. **Section 1503 Weather Protection** is amended by inserting a new subsection, 1503.6 Snow-shed barriers, to read as follows:

**1503.6 Snow-shed Barriers.** Roofs shall be designed to prevent accumulations of snow from shedding onto exterior balconies, decks, pedestrian and vehicular exits from buildings, stairways, sidewalks, streets, alleys, areas directly above or in front of gas utility or electric utility meters, or adjacent properties.

**Exception:** Roof areas with a horizontal dimension of no more than 48 inches (1219mm) that will not receive snow shedding from a higher roof. The horizontal projection shall be measured perpendicular to the exterior wall line from the edge of the roof or eave to any intersecting vertical surface.

28. **Section 1505.1 General** is amended to read as follows:

**1505.1 General.** All roof coverings on new construction, additions and re-roofs shall be Class A. Class A roof assemblies and roof coverings shall be tested in accordance with ASTM E 108 or UL 7901. Additionally, fire-retardant treated wood roof coverings shall be tested in accordance with ASTM D 2898.

29. **Table 1505.1 Minimum Roof Covering Classification for Types of Construction** and all footnotes to the table are deleted in their entirety.

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30. **Section 1507.1.1** Underlayment is amended to read as follows:

1507.1.1 Underlayment. A roof underlayment consisting of an approved self-adhering polymer modified bitumen sheet is required with all types of roof covering. The underlayment shall extend up the slope of the roof from drip-edge or eave to the roof peak. The underlayment shall cover the entire roof decking surface. In new construction the underlayment shall extend a minimum of 30 inches up the walls adjacent to the roof surface.

31. **Section 1507.1.2** Ice barriers is amended to read as follows:

1507.1.2 Ice dam protection. An ice dam protection underlayment that consists of an approved self-adhering polymer modified bitumen sheet complying with ASTM D 1970 shall be used with all roof coverings. This ice dam protection underlayment shall extend up the slope of the roof from the drip-edge of the roof or eave and cover the entire roof decking surface. In new construction ice dam protection shall extend a minimum 30 inches up walls adjacent to the roof surface.

32. **Section 1507.8** Wood Shingles is amended to read as follows:

1507.8 Wood Shingles. The installation of wood shingles shall comply with the provisions of this section.

33. **Table 1507.8** Wood Shingle and Shake Installation is deleted in its entirety.

34. **Section 1507.9** Wood Shakes is amended to read as follows:

1507.9 Wood Shakes. The installation of wood shakes shall comply with the provisions of this section.

35. **Section 1608.1** General is deleted in its entirety.

36. **Section 1608.2** Ground Snow Loads is amended to read as follows:

1608.2 Snow loads. The loads to be used in determining the design snow loads for roofs shall be 90 psf for roofs located at an elevation below 10,000 feet, and 100 psf for roofs located at an elevation of 10,000 feet or higher. There shall be no reduction in snow load for pitch or duration. Ground snow load is not to be utilized, and there is no ground snow load reduction. Snow load for decks and exterior balconies shall be as required for roofs.

37. **Section 1612.3** Establishment of flood hazard areas is amended to read as follows:
1612.3 Establishment of flood hazard areas. The Town of Breckenridge flood hazard areas shall be as provided in Chapter 3 of Title 10 of the Breckenridge Town Code. The adopted flood hazard map and supporting data are adopted by reference and declared to be part of this section.

38. Section 1703.1 Approved agency is amended to read as follows:

1703.1 Approved agency. An approved agency shall provide all information as necessary for the building official to determine that the agency meets the applicable requirements. The RWB fire department shall be an approved agency for special inspection of fire protection systems required by this code.

39. Section 1704.2.3 Statement of special inspections is amended by adding an additional Exception to read as follows:

Exception: Special inspection required by the RWB fire department of fire protection systems.

40. Section 1704.2.4 Report requirement is amended by adding an Exception to read as follows:

Exception: Special inspection required by the RWB fire department of fire protection systems.

41. Section 1705 Required Special Inspections and Tests is amended by adding a new section, 1705.19 Fire protection and suppression systems and subsection 1705.19.1 Qualifications, to read as follows:

1705.19 Fire protection and suppression systems. Fire protection and suppression systems shall have the design plans approved by a special inspector and the systems inspected and tested by a special inspector for compliance with the requirements of this code and the International Fire Code.

1705.19.1 Qualifications. Special inspectors for fire protection systems shall have expertise in fire-protection and be approved by the RWB fire department. Special inspectors for fire suppression systems shall be fire suppression systems inspectors certified by the State of Colorado Division of Fire Safety and approved by the Fire Protection District.

42. Section 1809.5 Frost protection is amended to read as follows:

1809.5 Frost protection. Except where erected on solid rock or otherwise protected from frost, foundation walls piers and other permanent supports of buildings and

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structures shall extend to at least 40 inches below finish grade or be designed and built in accordance with ASCE 32. Footings 24 inches deep are permitted for decks only that do not support roofs and are less than 30 inches above grade. Footings shall not bear on frozen soils. Frost reports shall be required before placement of concrete from Nov. 1 through May 1, or if freezing temperatures occur, prior to Nov. 1 or after May 1.

43. **Section 2113 Masonry Chimneys** is amended by adding the following subsections, 2113.21 Limitation on the type and number of devices and 2113.22 Factory built chimneys, to read as follows:

**2113.21 Limitation on the type and number of devices.** Solid fuel burning devices that are not certified are prohibited in new construction. The number of certified solid fuel burning devices that may be installed in newly constructed buildings shall be approved by the Town’s Department of Community Development.

**2113.22 Factory built chimneys.**

*a.* Factory built chimneys shall be supported at intervals not to exceed 10 feet by wall straps or equivalent.

*b.* Factory built chimneys shall have the outer wall of adjacent chimney sections fastened together by three sheet metal screws, installed approximately 120 degrees apart. Such fastenings shall be in addition to and not in lieu of those requirements mandated by the manufacturers’ instructions, except when specifically prohibited by those instructions or the terms of their listing.

**Exception:** Where approved manufacturers’ locking bands are used.

*c.* The points of termination of a factory built chimney shall not be within 10 inches vertically of the point of termination of any adjacent chimney or appliance vent within 24 inches horizontally. No factory built chimney shall terminate closer than 24 inches to combustible finish materials.

44. **Section 2302.1 General.** The first paragraph is amended to read as follows:

**2302.1 General.** The design of structural elements or systems, constructed partially or wholly of wood or wood-based products shall be based on one of the following methods. The use of load duration factors for snow load shall not be permitted in any of these design methods.

45. **Section 2303.1.11 Structural log members** is amended by adding the following paragraph:

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All logs used in a structural capacity must be graded and marked by an approved grading agency, in conformance with DOC PS 20. In lieu of a grade mark, a certificate of an onsite inspection issued by a 3rd party lumber grading or inspection agency may be accepted.

46. **Section 2303.1.12** Round Timber Poles and Piles is amended by adding the following paragraph:

All logs used in a structural capacity must be graded and marked by an approved grading agency, in conformance with DOC PS 20. In lieu of a grade mark, a certificate of an onsite inspection issued by a 3rd party lumber grading or inspection agency may be accepted.

47. **Section 2308.7.13** Wood trusses is amended by adding the following sentence:

Trusses shall be blocked at bearing points.

48. **Section 2901.1** Scope is amended by deleting the reference to the *International Private Sewage Disposal Code*.

49. **Section 2902.1** Minimum Number of Fixtures is amended to add the following paragraph:

An additional single-user toilet facility and bathing room shall be required where only separate sex facilities are provided. When this single-user toilet and bathing room requirement is applicable, the required separate sex toilet and bathtub/shower counts required by IBC Table 2902.1 is allowed to be reduced by one in the male and female toilet facility and bathing room.

50. **Section 2902.1.2** Single-User Toilet Facility and Bathing Room Fixtures is amended to read exactly as follows:

**2902.1.2 Single-User Toilet Facility and Bathing Room Fixtures.** The plumbing fixtures located in single-user toilet facilities and bathing rooms, including family or assisted-use toilet and bathing rooms that are required by IBC Section 1109.2, shall contribute toward the total number of required plumbing fixtures for a building or tenant space. Single user toilet facilities and bathing rooms and family or assisted-use toilet rooms and bathing rooms shall be identified as being open for use to all persons, regardless of gender. A single-occupant restroom is one that contains only one toilet and a sink, or a toilet and urinal with a sink, and is intended for use by one occupant at a time. Family or assisted-use restrooms must also be designated as gender-neutral. All gender neutral bathrooms are to be signed accordingly.
51. **Section 2902.2** Exception 2 is amended to read as follows:

   **Exception 2.** Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 30 or less.

52. **Section 2902.2** Separate facilities is amended to add an additional Exception to read as follows:

   **Exception 5.** Gender neutral single-user toilet facility and bathing room fixtures.

53. **Section 3309.1** Where required is amended to read as follows:

   3309.1 **Where required.** All structures under construction, alteration or demolition shall be provided with approved portable fire extinguishers as required by the RWB fire department.

54. **Section 3311.1** Where required is amended to read as follows:

   3311.1 **Where required.** Buildings four stories or more in height shall be provided with standpipes as required by the RWB fire department.

55. **Section 3311** Standpipes is amended by adding subsection, 3311.4 Water supply, to read as follows:

   3311.4 **Water supply.** Water supply for fire protection, either temporary or permanent, shall be made available as required by the RWB fire department.

8-1-5: **AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE:** The following sections of the International Residential Code, 2018 Edition, are amended to read as follows:

1. **Section R101.1** Title is amended by adding the name “Town of Breckenridge.”

2. **Section R101.2** Scope. The exception is amended to read as follows:

   **Exception.** The following shall be permitted to be constructed in accordance with this code.

3. **Section R102.7** Existing Structures is amended by deleting the reference to the International Property Maintenance Code.
4. **Section R103.2** Appointment is amended to read exactly as IBC Section 103.2 as amended.

5. **Section R103.3** Deputies is amended to read exactly as IBC Section 103.3 as amended.

6. **Section R104.8** Liability is amended by adding the first paragraph to read exactly as IBC Section 104.8 as amended.

7. **Section R105.5** Expiration is amended to read exactly as IBC Section 105.5 as amended.

8. **Section R106.1** Submittal documents is amended to read as IBC Section 107.1 as amended.

9. **Section R106.3** Examination of documents is amended by adding the paragraph to read exactly as IBC Section 107.3 as amended.

10. **Section R106.3.1** Approval of construction documents is amended to read exactly as IBC Section 107.3.1 as amended.

11. **Section R108.2** Schedule of permit fees is amended by replacing “by the applicable government authority” with “in accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule. Refer to the IBC Section 109.2 as amended.”

12. **Section R108.3** Building permit valuations is amended to read exactly as IBC Section 109.3.

13. **Section R108.6** Work commencing before permit issuance is amended to read as follows:

    **R108.6 Work commencing before permit issuance.** Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an investigation fee that shall be in addition to the required permit fees. The investigation fee shall be as set forth in the Town of Breckenridge Building Permit and Inspection Fee Schedule.

14. **Section R109.1.6** Final Inspection is amended to read as follows:

    **R109.1.6 Final Inspection.** To be made only after the finished grading and the building or structure is completed in accordance with the provisions of the International Residential Code and Technical Codes, the Development Code, including cleaning, flooring, tile, wallpaper, paint, trim, finish, and final painting and paving. A security deposit may be posted for work required by the Town’s Department of Community...
Development, i.e., landscaping, exterior painting, paving, that cannot be completed as a result of prevailing weather conditions.

15. **Section R109 Inspections** is amended by adding a new subsection, R109.5 Re-inspections, to read as follows:

   **R109.5 Re-inspections.** A re-inspection fee, as specified in the Town of Breckenridge Building Permit and Inspection Fee Schedule, may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. Re-inspection fees may also be assessed when the inspection records are not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failing to provide access on the date for which the inspection is requested, or for deviating from plans requiring the approval of the building official. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the re-inspection fees have been paid.

16. **Section R110.3 Certificate issued** is amended by adding the following paragraph:

   A Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or any other ordinance of the Town. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the Town shall not be valid.

17. **Section R110.4 Temporary occupancy** is deleted in its entirety.

18. **Section R110 Certificate of Occupancy** is amended by adding a new subsection, R110.6 Certificate of Completion, to read as follows:

   **R110.6 Certificate of Completion.** A Certificate of Completion shall be issued for work not directly related to occupancy when such work complies with the provisions of this code and all other relevant laws, which are enforced by the Town. A Certificate of Completion shall not be construed as an approval of a violation of the provisions of this code or other ordinances of the Town. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the Town shall not be valid.

19. **Section R202 Definitions** is amended by inserting the following definitions within the alphabetical order of the existing definitions and by amending the definition of a Town House:

   **LOFT:** A habitable room or floor in a building that is open to the room or floor directly below, which may or may not qualify as a mezzanine.

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POTENTIAL SLEEPING ROOM: A room or space within a dwelling unit having a floor area of at least 70 square feet and a ceiling height of at least 5 feet will be considered a sleeping room as follows:

In a building defined as a dwelling or lodging house, any space or room having two of the following factors shall be considered a sleeping room.

a. Has walls and doors to separate it from other habitable spaces
b. Meets the definition of a loft.
c. Has a closet or similar provision for clothes storage
d. Has a full or partial bathroom connected to the space or room, or has a path of travel to a full or partial bathroom which does not first pass through a habitable space.

Rooms or spaces determined by these criteria to be sleeping rooms, regardless of any names, labels, or intended uses proposed by the building designer or owner, shall have emergency escape and rescue opening per the 2018 IBC Section 1030, smoke detectors per IBC Section 907, and carbon monoxide detectors per IBC Section 915.

Any alteration to the room or space previously mentioned will be required to be made permanent in nature. The elimination of doors or closets will be made in such a manner that the construction cannot be readily reinstalled

UNFINISHED SPACE: A room or space within a dwelling unit with no interior partition walls, no gypsum board (unless required by code), no finishes (mud, tape, and/or paint) on areas requiring gypsum board, and no floor finishes.

STORAGE: A non-habitable room or space within a dwelling unit used for storage. A storage room or space shall not have TV or internet outlets, closets, or other improvements outside of what is typical for storage areas. Light and ventilation is not required in the non-habitable space per code. This space is not approved for living, sleeping, eating, or cooking.

NEW CONSTRUCTION: For the purpose of section 1004 “new construction” is construction of a residential, commercial, industrial, agricultural or accessory building. This shall include any modifications, replacement or relocation of existing solid fuel burning devices. However, modifications to solid fuel burning devices shall not include repair, replacement or relocation of flue pipe.

CERTIFIED SOLID FUEL BURNING DEVICE: A solid fuel burning device that is certified by the Air Pollution Control Division of the Colorado Department of Health or approved by the building official as meeting the emission standards set forth in Section
IV of Regulation No. 4 of Volume I of the Colorado Air Quality Control Commission (EPA Phase II or III).

**SOLID FUEL BURNING DEVICE:** Any fireplace, stove, firebox, or other device intended and or used for the purpose of burning wood, coal, pulp, paper, pellets or other non-liquid or non-gaseous fuel.

**TOWNHOUSE:** A single family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

20. *(Table R301.2(1)) is amended to read as follows:*

**TABLE R 301.2 (1) – CLIMATIC AND GEOGRAPHICAL DESIGN CRITERIA**

<table>
<thead>
<tr>
<th>ROOF SNOW LOAD</th>
<th>WIND SPEED MPH</th>
<th>SEISMIC DESIGN CAT</th>
<th>SUBJECT TO DAMAGE FROM</th>
<th>WINTER DESIGN TEMP</th>
<th>ICE BARRIER UNDERLAYMENT REQUIRED</th>
<th>FLOOD HAZARDS</th>
<th>AIR FREEZING INDEX</th>
<th>MEAN ANNUAL TEMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>h 115</td>
<td>B</td>
<td>severe</td>
<td>40 inches</td>
<td>slight</td>
<td>-13°</td>
<td>yes</td>
<td>g 2500</td>
<td>35.4°</td>
</tr>
</tbody>
</table>

For SI: 1 pound pursuant to square foot=0.0479 kN/m.0 2, 1 mile pursuant to hour=1.609km/h.

(a) Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C129, C 145, C 216 or C 652.

(b) The frost line depth may require deeper footings than indicated in Figure R403.1(1). This part of the table is filled in depending on whether there has been a history of local damage. Twenty Four (24”) inch deep footers are permitted for decks only, which do not support roofs and are less than 30 inches above grade.

(c) This part of the table is filled in depending on whether there has been a history of local damage.

(d) Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

(e) Reflects local climates or local weather experience as determined by the building official.

(f) Seismic Design Category determined from Section R301.2.2.2.

(g) Refer to IBC Section 1612.3 as amended.

(h) Snow-loads of 90 lbs. per square foot are required for construction sites below an elevation of 10,000 feet. For construction sites at an elevation of 10,000 feet or greater, the snow-load shall be 100 lbs per square foot. There shall be no reduction snow-load for pitch or duration.

(i) In accordance with R905.1.1 as amended.
(j) From the 100 year (99%) value on the National Climatic Data Center data table “Air Freezing Index- USA Method (Base 32 degrees F)”

(k) From the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32 degrees F)”

21. **Table R301.5 Minimum Uniformly Distributed Live Loads** is amended by deleting exterior balconies, decks and fire escapes from the table, and by adding footnote (i) to read as follows:

**Footnote (i).** The minimum uniformly distributed live loads for exterior balconies and decks shall be the same as required for roofs.

22. **Section R302.1 Exterior Walls** is amended to read as follows:

**R302.1 Exterior walls.** Construction, projections, openings and penetrations of exterior walls of dwellings and accessory buildings shall comply with Table R302.1(1); or dwellings equipped throughout with an automatic sprinkler system installed in accordance with all applicable provisions of the governing fire district’s code shall comply with Table R302.1(2).

23. **Table R302.1(2) Footnote (a)** is amended to read as follows:

**Footnote (a).** For residential subdivisions where all dwellings are equipped throughout with an automatic sprinkler system installed, permitted and inspected to show compliance with all applicable requirements of the governing fire district’s code, the fire separation for nonrated exterior walls and rated projections shall be permitted to be reduced to 0 feet, and unlimited unprotected openings and penetrations shall be permitted, where the adjoining lot provides an open setback yard that is 6 feet or more in width on the opposite side of the property line.

24. **Section R302.2.2 Common Walls Items 1 and 2** are amended to read as follows:

**Item 1.** Where a fire sprinkler system in accordance with the requirements of the governing fire district’s code is provided, the common wall shall not be less than a 1-hour fire resistance-rated wall assembly tested in accordance with ASTM E119, UL 263, or Section 703.3 of the *International Building Code*.

**Item 2.** Where a fire sprinkler system in accordance with the requirements of the governing fire district’s code is not provided, the common wall shall not be less than a 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E119, UL 263, or Section 703.3 of the *International Building Code*.

25. **Section R302.13 Fire protection of floors Exceptions 1 and 2** are amended as follows:
R302.13 Exception 1. Floor assemblies located directly over a space protected by an automatic sprinkler system permitted, installed, and inspected as required by the governing fire district’s code.

R302.13 Exception 2. Floor assemblies located directly over a crawlspace with a maximum 4 foot headroom occurring anywhere within the crawlspace. The headroom shall be measured from grade to the bottom of the floor joists.

26. Section 310.1 Emergency Escape and Rescue Opening Required Exception 2 is amended as follows:

R310.1 Exception 2. Where the dwelling or townhouse is equipped with an automatic sprinkler system installed in accordance with the requirements of the governing fire district’s code, sleeping rooms in basements shall not be required to have emergency escape and rescue openings provided that the basement has one of the following:

2.1. One means of egress complying with IRC Section R311 and one emergency escape and rescue opening.

2.2. Two means of egress complying with IRC Section R311.

27. Section R313 Automatic Fire Sprinkler Systems is amended to read as follows:

Section R313 Dwelling Unit Fire Sprinkler Systems and Internal Fire Protection.

R313.1 General. Structures under the scope of this code are to be protected by fire sprinkler systems as designated, reviewed, installed and inspected by the RWB fire district per section R313.1.1 through R313.1.2.

R313.1.1 Fire Sprinkler Systems required. Structures greater than 6,000 square feet are to be protected by fire sprinkler systems per the RWB fire district. Square footages shall include all attached garages and any detached structures within 3 feet of the residence. Square footage shall be measured from exterior wall to exterior wall. Fire separations within the structure shall not be utilized to reduce the measured square footages of the structure(s).

R313.1.2 Additions. Any addition which increases the total square footage of the residence to greater than 6,600 square feet is to be provided with a fire sprinkler system at the addition only. Where the size of the addition itself is greater than 6,000 square feet, the addition as well as the existing residence shall be provided with a fire sprinkler system. Where the addition increases the total square footage of the residence to greater than 6,600 square feet and the alterations to the existing structure results in the removal...
of interior wall and ceiling finishes exposing the structure a fire sprinkler systems shall be retro-fitted into the existing residence as well as the addition.

**R313.2 Internal Fire Protection.** Residences between 4,000 and 6,000 square feet shall be provided with 5/8 inch Type ‘X’ drywall or 1/2 inch cementitious board throughout the structure.

28. **Section R319.1 Address identification** is amended to read as follows:

**R319.1 Address identification.** Approved numbers or addresses shall be provided for all new and altered buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Address characters shall be at least 5 inches in height and ½ inch in width, and shall be of a color that contrasts with the background on which they are mounted.

29. **Section R324.6.2.1 Alternative setback at ridge** shall be amended to read as follows:

**R 324.6.2.1 Alternative setback at ridge.** Where an automatic sprinkler system is installed within the dwelling in accordance with NFPA 13D or all applicable requirements of the governing fire district’s code, setbacks at ridges shall comply with one of the following:

1. For photovoltaic arrays occupying not more than 66 percent of the plan view total roof area, not less than an 18 inch clear setback is required on both sides.

2. For photovoltaic arrays occupying more than 66 percent of the plan view total roof area, not less than a 36 inch clear setback is required on both sides of a horizontal ridge.

30. **Section R325.3 Area limitation exception** is amended to read as follows:

**R325.3 Exception.** The aggregate area of a mezzanine located within a swelling unit equipped with a fire sprinkler system in accordance with the requirements of the governing fire district’s code shall not be greater than one-half of the floor area of the room, provided that the mezzanine meets all of the following requirements:

1. Except for enclosed closets and bathrooms, the mezzanine is open to the room in which such mezzanine is located.

2. The opening to the room is unobstructed except for walls not more than 42 inches in height, columns and posts.
3. The exceptions to IRC Section R325.5 do not apply.

31. **Section R502.1.1** Sawn Lumber is amended to read as follows:

   R502.1.1 Sawn Lumber. Sawn lumber, dimensional lumber, and logs for joists, beams and girders shall be identified by a grade mark of a lumber grading or inspection body that has been approved by an accreditation agency that complies with DOC PS 20. In lieu of a grade mark, a certificate of inspection issued by a lumber grading or inspection agency meeting the requirements of this section may be accepted.

32. **Section R602.1.1** Sawn Lumber is amended to read as follows:

   R602.1.1 Sawn Lumber. Sawn lumber, dimensional lumber, and logs for studs, plates and headers shall be identified by a grade mark of a lumber grading or inspection agency that has been approved by an accreditation body that complies with DOC PS 20. In lieu of a grade mark, a certificate of inspection issued by a lumber grading or inspection agency meeting the requirements of this section may be accepted.

33. **Section R602.3** Design and construction is amended by adding the following sentence:

   The use of load duration factors for snow load shall be prohibited.

34. **Section R802.1.1** Sawn Lumber is amended to read as follows:

   R802.1.1 Sawn Lumber. Sawn lumber, dimensional lumber, and logs for rafters, trusses and ceiling joists shall be identified by a grade mark of a lumber grading or inspection agency that has been approved by an accreditation body that complies with DOC PS 20. In lieu of a grade mark, a certificate of inspection issued by a lumber grading or inspection agency meeting the requirements of this section may be accepted.

35. **Section R802.2** Design and construction is amended by adding the following sentence:

   There shall be no reduction in snow load for pitch or duration.

36. **Section 802.10.3** Bracing is amended by adding the following sentence:

   Trusses shall be blocked at bearing points.

37. **Section R902.1** Roof covering materials is amended to read as follows:

   R902.1 Roof covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A roofing assemblies shall be installed on all new buildings, additions and re-roofs. Class A roofing required to be listed by this section.
shall be tested in accordance with UL 790 or ASTM E 108. Roof assemblies with coverings of brick, masonry, slate, clay or concrete roof tile, exposed concrete roof deck, ferrous or copper shingles or sheets, and metal sheets and shingles, shall be considered Class A roof coverings. Where required for roof drainage, scuppers shall be placed level with the roof surface in a wall or parapet. The scupper shall be located as determined by the roof slope and contribution roof area.

38. **Section 905.1.1 Underlayment** is amended to read as follows:

   **R905.1.1 Underlayment.** An underlayment that consists of an approved self-adhering polymer modified bitumen sheet shall be used with all roof coverings. The underlayment shall extend up the slope of the roof from the drip edge of the roof or eave to the ridge. The underlayment shall cover the entire roof deck surface. In new construction, the underlayment shall extend a minimum of 30 inches up the walls adjacent to the roof surface.

39. **Section R905.1.2 Ice barriers** is amended to read as follows:

   **R905.1.2 Ice barriers.** An ice dam protection that consists of an approved self adhering modified bitumen sheet underlayment shall be used at all sloped roofs. This ice dam protection underlayment shall extend up the slope of the roof from the drip-edge of the roof or eave and cover the entire roof deck surface. In new construction ice dam protection shall extend a minimum 30 inches up walls and adjacent to the roof surface.

40. **Section R1004.4 Unvented gas log heaters** is amended to read as follows:

   **R1004.4 Unvented gas log heaters.** Installation of unvented gas log heaters is prohibited.

41. **Section R1004 Factory Built Fireplaces** is amended by adding a new subsection, **R1004.6 Factory-built fireplace enclosures**, to read as follows:

   **R1004.6 Factory-built fireplace enclosures** is to read exactly as set forth in IBC Sections 718.6 as amended.

42. **Section R1005 Factory Built Chimneys** is amended by adding three new subsections to read as follows:

   **R1005.9 Factory-built chimney enclosure** is to read exactly as set forth in IBC Section 718.7 as amended.

   **R1005.10 Limitations on the type and number of devices** is to read exactly as set forth in IBC Section 2113.21 as amended.

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R1005.11 Factory built chimney is to read exactly as set forth in IBC Section 2113.22 as amended.

43. **Section M1701 General** is amended by adding a new subsection M1701.3 Combustion air terminations to read as follows:

M1701.3 Combustion air terminations. All combustion air terminations shall be a minimum of 36 inches above finished grade.

44. **Section M1804.2.1 Through the roof** is amended to read as follows:

M1804.2.1 Through the roof. Vents passing through a roof shall extend through flashing and terminate in accordance with the manufacturer’s installation requirements. All vents shall terminate within 5 feet of ridgeline.

45. **Section M1804.2.6 Mechanical draft systems Item 4** is amended to read as follows:

Item 4. The bottom of the vent terminal shall be located a minimum of 36 inches above finished grade.

46. **Section M2001.4 Flood-resistant installation** is amended by adding the following sentence:

All boiler, furnace, mechanical and water heater rooms, are to be provided with a floor drain.

47. **Section M2101.10 Tests** is amended by adding the following sentence at the end of the paragraph:

Hydronic tubing may be tested with a 50 psi air test for 30 minutes.

48. **Section M2103.4 Testing** is amended by adding the following sentence at the end of the paragraph:

Hydronic tubing may be tested with a 50 psi air test for 30 minutes.

49. **Section M2105.28 Testing** is amended by adding the following sentence at the end of the paragraph:

Assembled loop systems may be tested with a 50 psi air test for 30 minutes.

50. **Section G2406.2 Prohibited locations** is amended by eliminating Exceptions 3 and 4.
51. **Section G2406.3 Outdoor locations** is amended to add the following sentences at the end of the paragraph:

   All exterior fire pits and fireplaces shall not be installed on or under combustible structures unless the entire appliance is listed and tested as one unit for that application. All listed outdoor appliances must meet all manufactures’ clearance requirements.

52. **Section G2407.6 Outdoor combustion air** is amended by adding the following sentence:

   All exterior openings for combustion air shall terminate a minimum 36 inches above finished grade.

53. **Section G2407.11 Combustion air ducts Item 8** is amended to read as follows:

   Item 8. Combustion air intake openings located on the exterior of a building shall have the lowest side of such openings located not less than 36 inches vertically from the adjoining finished grade.

54. **Section G2417.4.1 Test pressure** is amended to read as follows:

   **G2417.4.1 Test pressure.** The test pressure to be used shall not be less than one and one-half times the proposed maximum working pressure, but not less than 10 psig (69 kPa gauge) for threaded pipe, 60 psig for welded pipe, irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

55. **Section G2425.8 Appliances not required to be vented** is amended by deleting the Item 7.

   Item 7. Room heaters listed for unvented use is deleted.

56. **Section G2427.4.1 Plastic piping** is amended by adding the following sentence:

   All plastic piping used as vents or combustion air is to be tested with a minimum 5 psi air test for 15 minutes.

57. **Section G2427.8 Venting system termination location Item 2** is amended to read as follows:

   Item 2. A mechanical draft venting system, excluding direct vent appliances, shall terminate not less than 4 feet below, 4 feet horizontally from, or 1 foot above any door,
operable window or gravity air inlet into any building. The bottom of the vent terminal shall be located not less than 36 inches above the finished grade.

58. **Section G2432 Decorative Appliances for Installation in Fireplaces** is amended by adding a new subsection, G2432.4 Gas logs, to read as follows:

**G2432.4 Gas logs.** Gas logs may be installed in solid-fuel-burning fireplaces provided:

1. The gas log is installed in accordance with the manufacturer’s installation instructions.

2. If the fireplace is equipped with a damper it shall either be removed or welded in an open position.

3. The flue passageway shall be not less than 1 square inch per 2,000 Btu/h input and not more than 4 square inches per 2,000 Btu/h input.

4. Gas logs shall be equipped with a pilot and shall have a listed safety shutoff valve.

5. Gas logs shall be vented with a Class A Chimney.

6. Gas logs may be installed in factory-built fireplaces only when:
   a. The fireplace and gas logs are listed for use together as an individual unit
   b. The fireplace is approved for use with any listed gas log
   c. The fireplace manufacturer provides prior written approval for the installation.

7. Gas logs shall be provided with a motorized damper interlocked with the electronic ignition of the unit.

**Exception:** The installation of gas logs in factory built fireplace units for which the manufacturer cannot be identified or located may be approved by the building official at his or her discretion. Any approval shall be based at a minimum, on written evidence submitted by the gas log manufacturer that the installation of their product will not compromise the integrity of the existing fireplace.

59. **Section G2433 Log lighters** is amended to read as follows:

**G2433.1 General.** Log lighters are prohibited.
**Exception.** Log lighters are allowed if listed as a component of EPA Phase II appliances and approved by the Building Official.

60. **Section G2445** Unvented Room Heaters is amended to read as follows:

   G2445.1 General. Installation of unvented room heaters is prohibited.

61. **Section P2503.5.1** Rough plumbing the first paragraph is amended as follows:

   P2503.5.1 Rough Plumbing. Drain, waste, and vent systems shall be tested upon completion of the rough piping installation by water or by air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

62. **Section P2503.6** Shower liner test. This section is deleted in its entirety.

63. **Section P2503.7** Water-supply system testing is amended to read as follows:

   P2503.7 Water-supply system testing. Upon completion of the water-supply system or a portion of it, the system or portion completed shall be tested and proved tight under a water pressure of not less than the working pressure of the system or, for piping systems, by an air test of not less than 50 psi. This pressure shall be held for not less than 15 minutes. The water used for tests shall be obtained from a potable water source.

64. **Section P2801.6.2** Pan drain termination is amended to read as follows:

   P2801.5.2 Pan drain termination. The pan drain shall extend full-size and terminate over a suitably located indirect waste receptor or floor drain. All water heater rooms shall be equipped with a floor drain.

65. **Section P2804.6.1** Requirements for discharge pipe Item 5 is amended to read as follows:

   Item 5. Discharge to the floor where floor drain is provided, to the pan serving the water heater or storage tank, or to a waste receptor.

66. **Section P2904** Dwelling Unit Fire Sprinkler Systems is deleted in its entirety.

67. **Section P3103.1.1** Roof extension is amended to read as follows:

   P3103.1.1 Roof extension. All open vent pipes which extend through a roof shall be terminated at least 12 inches above the roof and shall terminate within 5 feet of a ridgeline.
68. *Chapters 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43* General Requirements, Electrical Definitions, Services, Branch Circuit and Reeder Requirements, Wiring Methods, Power and Lighting Distribution Devices and Luminaires, Appliance Installation, Swimming Pools, Class 2 Remote-Control, Signaling and Power-Limited Circuits are deleted in their entirety.

69. The International Residential Code is amended by adding a new Chapter 45 to read as follows:

**CHAPTER 45**

**SUMMIT COUNTY SUSTAINABLE CODE**

**SECTION 4501**

**GENERAL**

**4501 Scope.** All new building construction and construction adding additional conditioned square footage shall be compliant with the Summit County Sustainable Code and the following Summit County Sustainable Code Checklist.

**4502 Summit County Sustainable Code Checklist:**

SUMMIT SUSTAINABLE BUILDING CODE CHECKLIST/NEW SFR


- All projects to comply with all applicable requirements of the International Residential Code.
- Forced air-furnace system, minimum 91% AFUE.
- Radiant heating system, minimum 91% AFUE.
- High-efficacy lamps, minimum 75%.
- Energy efficient water heater.
  - Electric, minimum 0.95 energy factor
  - Gas, minimum 0.67 energy factor.
- Recycling; HC3 information to be provided at permit issuance.
- Provide an electrical car charging rough in, including a blanked electrical box, and a raceway terminating in the electrical panel.
- Provide PV ready construction including a metal raceway from the electrical panel to the roof location where the panels will be installed, including a roof jack, a #8 copper ground, a 2 pull blank in the electrical panel, and an electrical conduit from the electrical panel out to the electric meter.
Please complete the following calculations and then choose from the secondary measures for every point incurred. Your plans and inspections will be reviewed and inspected according to the above mandatory requirements and your secondary choices. LEED-H, ICC-700, Green Globes certified or alternate approved third party certified program is acceptable in place of this document.

Square footage of new conditioned (heated) space \( \frac{\text{________}}{1000 \text{ sq. feet}} = \frac{\text{______}}{} \)

Number of outdoor fireplaces and/or fire pits \( \frac{\text{______}}{} \)

Hot Tub \( \frac{\text{______}}{} \)

Square footage of heated outdoor surfaces \( \frac{\text{______}}{100 \text{ sq. feet}} = \frac{\text{______}}{} \)

Square footage of air conditioned space \( \frac{\text{______}}{500 \text{ sq. feet}} = \frac{\text{______}}{} \)

**Total Points Incurred** rounded to next highest whole number \( \text{______} \)

**SECONDARY CHOICES**

- Energy Star appliances throughout.
- Electric Vehicle Charging Pre-Wire in every new garage or carport.
- Locally purchased compost from Summit County Resource Allocation Park (SCRAP).
- Air movement at all ceilings > 15’.
- Insulated exterior wall sheathing.
- Blower door test of 3.0 ACH or less. *Air Changes pursuant to Hour @ 50 Pascals.*
- SIP panel construction at walls. *Structural Insulated Panel.*
- SIP panel construction at ceiling.
- Roof framing 60% or greater renewable or engineered lumber.
- Floor framing 80% or greater renewable or engineered lumber.
- Beams and headers 80% or greater renewable or engineered lumber.
- Energy heels at trusses, 12” or greater.
- ICF foundation. *Insulated Concrete Forms.*
- Insulated headers (80% minimum at R-10).
- Greater than R-23 in walls.
- Greater than R-49 in ceiling.
- Conditioned crawlspace or slab on grade.
- High efficiency boiler, AFUE 95% or greater. *Annual Fuel Utilization Efficiency.*
- High efficiency furnace, AFUE 95% or greater.
- Boiler or furnace centrally located; no mechanical run longer than 2/3 the distance of the greatest diagonal dimension of the home.
- HRV or ERV system installed.
□ Side arm water heater served by boiler.
□ 50 year roof or greater warranty.
□ Alternative energy sources: 1000 British Thermal Units/Kilowatt/Photovoltaic.
  □ Active solar space heating system 1 pt/25MBTU  _____
  □ Active solar domestic hot water system 1 pt/25MBTU  _____
  □ Ground source heating/cooling system 1 pt/25MBTU  _____
  □ Solar generated (PV) electric system 1 pt/2.5KW  _____
  □ Wind generated electric system 1 pt/2.5KW  _____
□ Dual flush toilets, 1.28 gpf toilets, or Watersense toilets.
□ Motion sensors on a minimum of 80% of exterior lights.
□ Programmable thermostats.
□ No recessed lights in the exterior insulated ceilings.
□ OVE framing. Optimal Value Engineering.
□ Bamboo, concrete, stone or cork flooring, 1 pt/50%.
  □ 2 pts for performing HERS rating  _____
  □ 4 pts HERS Index of 70 or less  _____
  □ 8 pts HERS Index of 55 or less  _____
  □ 12 pts HERS Index of 40 or less  _____
□ Innovative Product, Design or Technology (Points awarded by Building Official)

 _____ Total Points Awarded for Secondary Choices
 _____ Total Points incurred
 _____ Total Net Points (must be greater than or equal to zero)

70. Section AF103.5 Passive Submembrane Depressurization System is amended to add the following Exception:

Exception: The radon vent pipe is allowed to terminate within the structure as long as it is sealed to withstand a minimum of 5 psi of pressure.

71. Section AF 103.6.1 Vent Pipe is amended to add the following Exception:

Exception: The radon vent pipe is allowed to terminate within the structure as long as it is sealed to withstand a minimum of 5 psi of pressure.

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8-1-6: AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE: The following sections of the International Plumbing Code, 2018 Edition, are amended to read as follows:

1. **Section 101.1** Title is amended by adding the name “Town of Breckenridge”.

2. **Section 101.3** Intent is amended to add the following sentences:

   The intent of this code is to meet or exceed the requirements of the State of Colorado Plumbing Code. When technical requirements, specifications or standards in the Colorado Plumbing Code conflict with this code, the more restrictive shall apply.

3. **Section 103.2** Appointment is amended to read exactly as set forth in IBC Section 103.2 as amended.

4. **Section 103.3** Deputies is amended to read exactly as set forth in IBC Section 103.3 as amended.

5. **Section 103.4** Liability is amended by adding the first paragraph as written in IBC Section 104.8 as amended.

6. **Section 106.5.3** Expiration is amended to read exactly as set forth in IBC Section 105.5 as amended.

7. **Section 106.5.4** Extensions is deleted in its entirety.

8. **Section 106.6.2** Fee schedule is amended to read as follows:

   106.6.2 Fee schedule. The fees for plumbing work shall be in accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth in IBC Section 109.2 as amended.

9. **Section 106.6.3** Fee refunds is amended to read as follows:

   106.6.3 Fee refunds. The building official is authorized to establish a refund policy.

10. **Section 107.2** Inspections and Testing is amended by adding a new subsection, 107.2.6 Re-inspections, to read as follows:

    107.2.6 Re-inspections is to read exactly as set forth in IBC Section 110.7 as amended.

11. **Section 108.4** Violation penalties is amended to read exactly as set forth in IBC Section 114.4.
12. **Section 108.5** Stop work orders is amended to read exactly as set forth in IBC Section 115.

13. **Section 109** Means of appeal is deleted in its entirety and reenacted to read exactly as set forth in IBC Section 113.

14. **Section 301** General is amended by adding a new subsection, 301.8 Floor drains, to read as follows:

   301.8 Floor Drains. All mechanical, furnace, boiler and water heater rooms shall be provided with a floor drain.

15. **Section 305.4.1** Sewer depth is amended to read as follows:

   305.4.1 Sewer depth. Building sewers shall be installed in accordance with the standards and approval of the governing Sanitation District.

16. **Section 312.3** Drainage and Vent Air Test is amended by deleting the first sentence; “Plastic pipe shall not be tested using air.”

17. **Section 312.5** Water supply system test is amended by deleting the portion of the sentence reading “for piping systems other than plastic.”

18. **Section 312.6** Gravity sewer test is amended to read as follows:

   312.6 Gravity sewer test. Testing of the building sewer shall be in accordance with the standards and approval of the governing Sanitation District.

19. **Section 312.7** Forced sewer test is amended to read as follows:

   312.7 Forced sewer test. Testing of the building sewer shall be in accordance with the standards and approval of the governing Sanitation District.

20. **Section 312.9** Shower liner test is deleted in its entirety.

21. **Section 403.1** Minimum number of fixtures is amended to read exactly as IBC Section 2902.1 as amended.

22. **Section 403.2** Separate facilities Exception 2 is amended by changing the total occupant load from 15 to 30.

23. **Section 403.2** Separate facilities is amended by adding a exception 4 to read as follows:

   Exception 4. Gender neutral single-user toilet facility and bathing room fixtures.

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24. **Section 403.2.1** Family or assisted-use toilet facilities serving as separate facilities is amended to read exactly as IBC Section 2902.1.2 as amended.

25. **Section 504.6** Requirements for discharge piping Item 5 is amended by deleting the portion of the sentence “to the outdoors.”

26. **Section 504.7.2** Pan drain termination is amended to read as follows:

   **504.7.2 Pan drain termination.** The pan drain shall extend full-size and terminate over a suitably located indirect waste receptor or floor drain.

27. **Section 608.18.1** Well locations through **Section 608.18.8** Drainage are deleted in their entirety.

28. **Section 610.1** General is amended to read as follows:

   **610.1 General.** New or repaired potable water systems shall be purged of deleterious matter and disinfected prior to utilization. The method to be followed shall be that prescribed by the Town of Breckenridge Water Department.

29. **Section 701.2** Connection to sewer required is amended to read as follows:

   **701.2 Connection to sewer required.** Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer.

30. **Section 903.1** Roof extension is amended to read as follows:

   **903.1 Roof extension.** All open vent pipes which extend through a roof shall terminate at least 12 inches above the roof and within 5 feet of a ridgeline.

31. **Section 1106.1** General is amended to read as follows:

   **1106.1 General.** The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on the 100-year hourly rainfall rate of two inches per hour.

32. **Section 1109.1** General is amended to read as follows:

   **1109.1 General.** Combination sanitary and storm drains or sewers are prohibited.
8-1-8: AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE: The following sections of the International Fuel Gas Code, 2018 Edition, are amended to read as follows:

1. **Section 101.1** Title is amended by adding the name “Town of Breckenridge.”

2. **Section 103.2** Appointment is amended to read exactly as set forth in IBC Section 103.2 as amended.

3. **Section 103.3** Deputies is amended to read exactly as set forth in IBC Section 103.3 as amended.

4. **Section 103.4** Liability is amended to read exactly as set forth in IBC Section 104.8 as amended.

5. **Section 106.5.3** Expiration is amended to read exactly as set forth in IBC Section 105.5 as amended.

6. **Section 106.5.4** Extensions is deleted in its entirety.

7. **Section 106.6.2** Fee schedule is amended to read as follows:

   **106.6.2 Fee schedule.** The fees for fuel gas mechanical/plumbing work shall be in accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth in IBC Section 109.2 as amended.

8. **Section 106.6.3** Fee refunds is amended to read as follows:

   **106.6.3 Fee refunds.** The building official is authorized to establish a fee refund policy.

9. **Section 107.2** Required inspections and testing is amended by adding a new subsection, 107.2.6 Re-inspections, to read as follows:

   **107.2.6 Re-inspections** is to read exactly as set forth in IBC Section 110.7 as amended.

10. **Section 108.4** Violation penalties is amended to read exactly as set forth in IBC Section 114.4.

11. **Section 108.5** Stop work orders is amended to read exactly as set forth in IBC Section 115.

12. **Section 109** Means of Appeal is deleted in its entirety and reenacted to read exactly as set forth in IBC Section 113.

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13. **Section 303.2 Hazardous locations** is amended by adding the following sentences to read as follows:

All exterior fire pits and fireplaces shall not be installed on or under combustible structures unless the entire appliance is listed and tested as one unit for that application. All listed outdoor appliances must meet all manufactures’ clearance requirements.

14. **Section 303.3 Prohibited locations** is amended by deleting Exceptions 3 and 4.

15. **Section 304.11 Combustion air ducts Item 8** is amended to read as follows:

**Item 8.** Combustion air intake openings located on the exterior of a building shall have the lowest side of such openings located a minimum of 36 inches above finished grade.

16. **Section 304.11 Combustion air ducts** is amended by adding Item 9 to read as follows:

**Item 9.** Combustion air duct terminations shall terminate a minimum of 36 inches above finished grade.

17. **Section 406.4.1 Test pressure** is amended to read as follows:

**406.4.1 Test pressure.** The test pressure to be used shall not be less than one and one-half times the proposed maximum working pressure, but not less than 10 psig (69 kPa gauge) for threaded pipe, 60 psig for welded pipe, irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

18. **Section 501.8 Equipment not required to be vented** is amended by deleting Items 8 and 10.

19. **Section 503.4.1 Plastic piping** is amended by adding the following sentence:

All plastic piping used as vents or combustion air is to be tested with a 5 psi air test for a minimum of 15 minutes.

20. **Section 503.8 Venting system termination location Items 2 and 3** are amended adding a sentence to read as follows:

The bottom of the vent terminal and the air intake shall be located a minimum of 36 inches above finished grade.

21. **Section 506.2 Factory Built Chimneys** is amended by adding new subsections to read
exactly as IBC Sections 718.6, 718.7, 2113.21, and 2113.22 as amended.

22. **Section 602.1 General** is amended to read as follows:

**602.1 General.** Decorative appliances for installation in approved solid fuel-burning fireplaces shall be tested in accordance with ANSI Z21.60 and shall be installed in accordance with the manufacturer’s installation instructions.

23. **Section 602 Decorative Appliances for Installation in Fireplaces** is amended by adding a new subsection, 602.4 Gas Logs, to read as follows:

**602.4 Gas Logs.** Gas logs may be installed in solid-fuel-burning fireplaces provided:

1. The gas log is installed in accordance with the manufacturer’s installation instructions.

2. If the fireplace is equipped with a damper it shall either be removed or welded in an open position.

3. The flue passageway shall be not less than 1 square inch per 2,000 Btu/h input and not more than 4 square inches per 2,000 Btu/h input.

4. Gas logs shall be equipped with a pilot and shall have a listed safety shutoff valve.

5. Gas logs shall be vented with a Class A Chimney.

6. Gas logs may be installed in factory-built fireplaces only when:
   a. The fireplace and gas logs are listed for use together as an individual unit
   b. The fireplace is approved for use with any listed gas log
   c. The fireplace manufacturer provides prior written approval for the installation.

7. Gas logs shall be provided with a motorized damper interlocked with the electronic ignition of the unit.

**Exception:** The installation of gas logs in factory built fireplace units for which the manufacturer cannot be identified or located may be approved by the building official at his or her discretion. Any approval shall be based at a minimum, on written evidence.
submitted by the gas log manufacturer that the installation of their product will not compromise the integrity of the existing fireplace.

24. **Section 603.1 General** is amended to read as follows:

   603.1 General. Log lighters are prohibited.

25. **Section 618.3 Prohibited sources** is amended by adding a new subsection, 618.4.1

   618.4.1 Outside air sources. Outside air shall not be obtained from an exterior opening less than 36 inches from finished grade.

26. **Section 621 Unvented Room Heaters** is deleted in its entirety.

27. **Section 634.1 Chimney Damper Opening Area** is deleted in its entirety.

8-1-9: **AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE**: The following sections of the International Energy Conservation Code, 2018 Edition, are amended to read as follows:

1. **Section C101.1 Title** is amended by adding the name “Town of Breckenridge.”

2. **Section C101.2 Scope** is amended by adding an additional sentence to read as follows:

   For residential buildings this code is to be used in conjunction with any sustainable building ordinance that may subsequently be adopted by the Town of Breckenridge. Where there are conflicting requirements between the two codes, the most restrictive requirement shall be met.

3. **Section C102.1.1 Above code programs** is amended by adding a new subsection, C102.1.1.1 Sustainable building code, to read as follows:

   C102.1.1.1 Sustainable building code. All residential (Group R) occupancies are to be LEED-H, ICC-700, Green Globes or certified through an alternate third party approved by the building official.

4. **Section R101.1 Title** is amended by adding the name “Town of Breckenridge.”

5. **Section R102.1.1 Above code programs** is amended by adding a new subsection, R102.1.1.1 Sustainable building code, to read as follows:
R102.1.1.1 Sustainable building code. All multi-family (Group R) new construction not under the scope of the IRC shall be compliant to be LEED-H, ICC-700, Green Globes or certified through an alternate third party, approved by the building official.

8-1-10: AMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE:
The following sections of the International Existing Building Code, 2018 Edition, are amended to read as follows:

1. **Section 101.1** Title is amended by adding the name “Town of Breckenridge.”

2. **Section 101.4.2** Buildings previously occupied is amended by deleting the reference to the International Property Maintenance Code.

3. **Section 103.2** Appointment is amended to read exactly as set forth in IBC Section 103.2 as amended.

4. **Section 103.3** Deputies is amended to read exactly as set forth in IBC Section 103.3 as amended.

5. **Section 104.8** Liability is amended to read exactly as set forth in IBC Section 104.8 as amended.

6. **Section 105.5** Expiration is amended to read exactly as set forth in IBC Section 105.5 as amended.

7. **Section 108.2** Schedule of permit fees is amended to read as follows:

   108.2 Schedule of permit fees. The fees for all associated permits shall be in accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth in IBC Section 109.2 as amended.

8. **Section 108.6** Refunds is amended to read as follows:

   108.6 Refunds. The building official is authorized to establish a refund policy.

9. **Section 109** Inspections is amended by adding a new subsection, 109.7 Re-inspections, to read as follows:

   109.7 Re-inspections is to read exactly as set forth in IBC Section 110.7 as amended.

10. **Section 113.4** Violation penalties is amended to read exactly as set forth in IBC Section 114.4.

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11. **Section 1301.3.2** Compliance with other codes is amended by deleting the reference to the *International Property Maintenance Code*.

12. **Section 1301.4** Investigation and evaluation is amended to read as follows:

   **1301.4 Investigation and evaluation.** For proposed work covered by this section, the building owner shall cause the existing building to be investigated and evaluated in accordance with the provisions of this section by a design professional licensed to practice in the State of Colorado.

13. **Section 1301.6** Evaluation process is amended by adding the following first sentence:

   The building owner shall cause the existing building to be evaluated in accordance with the provisions of this section by a design professional(s) licensed to practice in the State of Colorado.

8-1-11: AMENDMENTS TO THE INTERNATIONAL POOL AND SPA CODE: The following sections of the *International Pool and Spa Code*, 2018 Edition, are amended to read as follows:

1. **Section 101.1** Title is amended by adding the name “Town of Breckenridge.”

2. **Section 103.2** Appointment is amended to read exactly as set forth in IBC Section 103.2 as amended.

3. **Section 103.3** Deputies is amended to read exactly as set forth in IBC Section 103.3 as amended.

4. **Section 103.4** Liability is amended to read exactly as set forth in IBC Section 104.8 as amended.

5. **Section 105.5.3** Expiration is amended to read exactly as set forth in IBC Section 105.5 as amended.

6. **Section 105.6.2** Fee schedule is amended to read as follows:

   **105.6.2 Fee schedule.** The fees for all associated permits shall be in accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth in IBC Section 109.2 as amended.

7. **Section 105.6.3** Fee refunds is amended to read as follows:

   **105.6.3 Fee refunds.** The building official is authorized to establish a refund policy.
8. **Section 106.18** Re-inspection and testing is amended to read exactly as set forth in IBC Section 110.7 as amended.

9. **Section 107.4** Violation Penalties is amended to read exactly as set forth in IBC Section 114.4.

10. **Section 108** Means of Appeal is amended to read exactly as set forth in IBC Section 113.

8-1-12: AMENDMENTS TO THE NATIONAL ELECTRICAL CODE: There are no amendments to the National Electrical Code, 2017 Edition.

8-1-13: AMENDMENTS TO THE ICC ELECTRICAL CODE – ADMINISTRATIVE PROVISIONS: The following sections of the ICC Electrical Code – Administrative Provisions, 2006 Edition, are amended to read as follows:

1. **Section 101.1** Title is amended to read as follows

   **101.1 Title.** These regulations shall be known as the ICC Electrical Code™. Administrative Provisions of Town of Breckenridge and shall be cited as such. The ICC Electrical Code™ - Administrative Provisions in combination with the separately adopted National Electrical Code will be referred to herein as “this code.” The ICC Electrical Code™ - Administrative Provisions in combination with the separately adopted National Electrical Code will be referred to throughout all other building construction and housing standards adopted by the Town of Breckenridge as the ICC Electrical Code.

2. **Section 201.3** Terms defined in other codes is amended to read as follows:

   **201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Energy Conservation Code or NAPA 70, such terms shall have meanings ascribed to them as in those codes.

3. **Section 301.2** Appointment is amended to read exactly as set forth in IBC Section 103.2 as amended.

4. **Section 301.3** Deputies is amended to read exactly as set forth in IBC Section 103.3 as amended.

5. **Section 302.9** Liability is amended to read exactly as set forth in IBC Section 104.8 as amended.
6. **Section 401.2** Types of permits is amended by deleting the reference to “an owner.”

7. **Section 401.3** Work exempt from permit is amended by adding Exceptions 6 through 10.

   6. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by this code.

   7. Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.

   8. Repair or replacement of current-carrying parts of any switch, contractor or control device.

   9. The wiring for temporary theater, motion picture or television stage sets.

   10. Low-energy power, control, and signal circuits of Class II and Class III as defined in this code.

8. **Section 403.2** Expiration is amended to read exactly as set forth in IBC Section 105.5 as amended.

9. **Section 403.3** Extensions is deleted in its entirety.

10. **Section 403.6** Information on the permit is amended to read as follows:

    403.6 Information on the permit. The code official shall issue all permits required by this code on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the code official.

11. **Section 404.2** Schedule of permit fees is amended to read as follows:

    404.2 Schedule of permit fees. The fees for all associated permits shall be in accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth in IBC Section 109.2 as amended.

12. **Section 404.3** Work commencing before permit issuance is amended to read as follows:

    404.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an investigation fee
established by the code official, which shall be in addition to the required permit fee. The investigation fee shall be as set forth in the Town of Breckenridge Building Permit and Inspection Fee Schedule.

13. **Section 404 Fees** is amended by adding two new subsections, 404.6 Re-inspections and 404.7 Plan review fees, to read as follows:

    404.6 Re-inspections. Shall read exactly as set forth in IBC Section 110.7 as amended.

    404.7 Plan review fees. The plan review fees for electrical work shall be in accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth in IBC Section 109.2 as amended.

14. **Chapter 11 Means of Appeal** is amended to read exactly as set forth in IBC Section 113.

15. **Section 1202 Provisions** and all subsections therein are deleted in their entirety.

16. **Section 1203 Existing Electrical Facilities** and all subsections therein are deleted in their entirety.

**8-1-14: AMENDMENTS TO THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS:** The following sections of the Uniform Code For the Abatement of Dangerous Buildings, 1997 Edition, are amended to read as follows:

1. **Section 301 General.** The definition of Building Code is amended to read as follows:

   BUILDING CODE is defined by referring to the International Building Code or the International Residential Code, whichever is applicable, published by the International Code Council, Inc., as adopted by this jurisdiction.

2. **Section 501.2 Processing of Appeal** is amended to add the following sentence at the end of the section:

   The board of appeals with the jurisdiction to hear and decide appeals under this code is the board of appeals created pursuant to Chapter 3 of Title 2 of the Breckenridge Town Code.

**8-1-15: PENALTIES:**

A. General: It is unlawful and an infraction for any person to violate any of the provisions of the Chapter, or any provision of a code adopted by reference by this Chapter. Any person who violates any provision of this Chapter or any provision of a code adopted by
reference by this Chapter shall, upon a determination of liability, be punished as provided in title 1, chapter 4 of this code. Each such person shall be liable for a separate offense for each and every day during any portion of which any violation of any of the provisions of this Chapter or a code adopted by reference by the chapter is committed, continued or permitted by such person and such person shall be punished accordingly.

B. Injunctive Relief: In addition to other remedies available to the Town, the Town may commence an action in a court of competent jurisdiction to enjoin the alleged violation of any provision of this Chapter, or to authorize and compel the removal, termination or abatement of such violation.

C. Additional Remedies: Any remedies provided for in this Chapter shall be cumulative and not exclusive, and shall be in addition to any other remedies provided by law.

8-1-16: LIABILITY: The adoption of this Chapter and the codes provided for herein shall not create any duty to any person with regard to the enforcement or non-enforcement of this Chapter or said codes. No person shall have any civil liability remedy against the Town or its officers, employees or agents, for any damage arising out of or in any way connected with the adoption, enforcement or non-enforcement of this Chapter or said codes. Nothing in this Chapter or in said codes 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., C.R.S, as amended from time to time, or to waive any immunities or limitations on liability otherwise available to the Town, or its officers, employees or agents.

8-1-17: REPEAL OF PREVIOUS ORDINANCES: Existing ordinances or parts of ordinances covering the same matters as embraced in this Chapter are repealed, and all ordinances inconsistent with the provision of the Chapter are repealed; provided, however, that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance repealed prior to this Chapter taking effect.

8-1-18: CODE COPIES: At least one copy of the codes adopted by reference in this Chapter, each certified to be a true copy, has been and is now on file in the office of the Town Clerk and may be inspected by any interested person between the hours of nine o’clock (9:00) A.M. and five o’clock (5:00) P.M., Monday through Friday, holidays excepted.

Section 2. Except as specifically amended, the Breckenridge Town Code, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

Section 3. The Town Council 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

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and the inhabitants thereof.

Section 4. The Town Council finds, determines and declares that it has the power to adopt this ordinance pursuant to: (i) Section 31-15-601, C.R.S.; (ii) Section 5.13 of the Breckenridge Town Charter; and (iii) the powers granted to home rule municipalities by Article XX of the Colorado Constitution.

Section 5. This ordinance shall be published and, except as provided in Section 6, below, become effective as provided by Section 5.9 of the Breckenridge Town Charter.

Section 6. Notwithstanding Section 5 of this ordinance, the following sections of the International Residential Code, 2012 Edition, including Appendix Chapters F, G and K 2012 IRC, and (ii) the International Energy Conservation Code, 2012 Edition, shall remain in effect until July 1, 2020:

A. Table N1102.1.1 (IECC R402.1.1), Fenestration U-Factor column, is amended to read 0.35 for Climate Zone 7 and 8.

B. Table N1102.1.1 (IECC R402.1.1), footnote d, is amended to read as follows:

C. Table N1102.1.1 footnote d. R-10 shall be required under the entire heated slab.

D. Table N1102.1.1 (R4202.1.1), “Insulation and Fenestration Requirements by Component,” is amended by adding a footnote (j) to ‘WOOD FRAME WALL R–VALUE/CLIMATE ZONE 7 and 8 to read as follows:

(j) Continuous wall insulation is not required where the wall cavity is insulated with a minimum R-23 blown or sprayed insulation and the reductions in roof ceiling insulation permitted by N1102.1.1 (R402.2.1) and N1102.2.2 (R402.2.20) are not used.

E. N1102.2.9 is amended to read as follows:

N1102.2.9 Slab-on-grade floors with a floor surface less than 40 inches below grade shall be insulated in accordance with Table N1102.1.1. The insulation shall extend downward from the top of the slab on the outside or inside of the foundation wall. Insulation located below grade shall be extended the distance provided in Table N1102.2.2 by any combination of vertical insulation, insulation extending under the slab or insulation extending out from the building. Insulation extending away from the building shall be protected by pavement or by a minimum of 10 inches of soil.

F. Section 1102.4.1.2 (R402.4.1.2) is amended to add the following Exception:
Exception: Homes that have been inspected by an approved third party, verifying that air barriers and air sealing has been installed in accordance with sections 3 and 5 of ENERGY STAR Certified Homes, Version 3 (Rev.07), Thermal Enclosure System Rater Checklist.

This Section 6 is repealed effective July 1, 2020.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2019. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of _____. 2019, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado Municipal Corporation

By__________________________________________
Eric S. Mamula, Mayor

ATTEST:

_________________________
Helen Cospolich
Town Clerk

COPIES OF THE CODES TO BE ADOPTED BY REFERENCE PURSUANT TO THIS ORDINANCES AND AMENDMENTS ARE AVAILABLE FOR INSPECTION AT THE OFFICE OF THE TOWN CLERK BETWEEN THE HOURS OF NINE O’CLOCK (9:00) A.M. AND FIVE O’CLOCK (5:00) P.M., MONDAY THROUGH FRIDAY, HOLIDAYS EXCEPTED.

NONE OF THE PENALTY PROVISIONS OF THE ADOPTED CODES WERE ADOPTED BY REFERENCE IN THIS ORDINANCE.
Memo

To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
Date: 11/19/2019
Subject: Treetop Child Advocacy Center Lease

Since February 2018 the Treetop Child Advocacy Center has leased space in the Breckenridge Grand Vacations Community Center. The space serves as a key location within the 5th Judicial District to provide a safe location for investigation and intervention services necessary to address issues of child abuse. The current lease term will expire on January 31, 2020. The Treetop CAC Board would like to renew the lease for another two years.

The lease agreement is attached for your review. The terms outlined in the lease include a 3% increase in the rental rate from $852.78/month to $878.16/month ($10,537.92 annually) for the first year of the lease. The rate will further increase an additional 3% in the second year to $904.39/month ($10,852.68). If approved, the two year lease term will begin on February 1st, 2020. As this is a multi-year lease it is being presented as a Town ordinance for first reading.

Town Manager Holman and Tim Berry will be present at the work session on November 26th to answer any questions.
COUNCIL BILL NO. ___ Series 2019

AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER, A COLORADO NONPROFIT CORPORATION
(Rooms 001 and 001 A-B in the “Breckenridge Grand Vacations Community Center; 103 South Harris Street)

WHEREAS, the Town of Breckenridge owns the real property commonly known as “Breckenridge Grand Vacations Community Center”, located at 103 South Harris Street in Breckenridge, Colorado; and

WHEREAS, Treetop Child Advocacy Center, a Colorado nonprofit corporation, has proposed to lease a two rooms located within the Breckenridge Grand Vacations Community Center for the operation of a Child Advocacy Center; and

WHEREAS, a proposed Lease between the Town and Treetop Child Advocacy Center, a Colorado nonprofit corporation, has been prepared, a copy of which is marked Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, the proposed Lease has been reviewed by the Town Attorney and the Town Council; and

WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

The council may lease, for such time as council shall determine, any real or personal property to or from any person, firm, corporation, public and private, governmental or otherwise.

and;

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate lease entered into by the Town that exceeds one year in length must be approved by ordinance.

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

Section 1. The proposed Lease between the Town and Treetop Child Advocacy Center, a Colorado nonprofit corporation, copy of which is marked Exhibit “A”, attached hereto and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such Lease for and on behalf of the Town of Breckenridge.
Section 2. The Town Council finds, determines, and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

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 _____ day of _____, 2019. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____________, 2019, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By:______________________________
Eric S. Mamula, Mayor

ATTEST:

_________________________
Helen Cospolich
Town Clerk
BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
OFFICE LEASE

THIS LEASE ("Lease") is made and entered into effective the ___ day of
______________, 2019 between the TOWN OF BRECKENRIDGE, a Colorado municipal
corporation ("Landlord") and TREETOP CHILD ADVOCACY CENTER, a Colorado
nonprofit corporation ("Tenant"). Landlord and Tenant are sometimes collectively referred to in
this Lease as the Parties”, and individually as a “Party.”

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. Leased Premises. In consideration of Tenant’s payment of rent and the keeping
of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to
Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the
premises known as Rooms 001 and 001A-B in the “Breckenridge Grand Vacations Community
Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“Leased
Premises”). The Leased Premises are depicted on the attached Attachment “A”, which is
incorporated into this Lease by reference. The building in which the Leased Premises are located
is referred to in this Lease as the “Building.”

1.2. Use Of Premises. Tenant may use the Leased Premises only as a business office
and advocacy center unless Landlord gives its advance written consent to another use.

1.3. Square Footage. Landlord and Tenant agree that the Leased Premises contain
787 net square feet, and that this amount will be used to calculate the rent for the Leased
Premises.

1.4. Shared Use Space. Tenant and its agents, employees, and invitees, have the non-
exclusive right with others designated by Landlord to the use the common areas of the Building
for the common areas’ intended and normal purposes. Common areas include sidewalks, parking
areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances,
lobby, other similar public areas and access ways, the kitchen, and the Community Room
("Shared Use Spaces"), subject to their availability. The Community Room must be booked by
Tenant in advance and no assurance is given of any particular availability of the Community
Room. No common space may be used for storage and the kitchen and Community Room must
be cleaned after every use.

1.5. Term.

A. The term of this Lease ("Term") will begin on February 1, 2020
("Commencement Date") and will end, unless sooner terminated as hereafter provided,
on January 31, 2022.
B. Either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party 6 months’ written notice of termination. A Party may not terminate this Lease under this Subsection B if it is in default when the notice of termination is given.

1.6. Parking. Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“Parking Lot”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. Compliance With Laws. Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. Surrender of Leased Premises.

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days’ written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord’s retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.
ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant during the first year of the Term, February 1, 2020 until January 31, 2021, is Ten Thousand Five Hundred Thirty Seven and 92/100 Dollars ($10,537.92). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Eight Hundred Seventy Eight and 16/100 Dollars ($878.16) each (“Monthly Rent”).

B. The total rent to be paid by Tenant during the second year of the Term, February 1, 2021 until January 31, 2022, is Ten Thousand Eight Hundred Fifty Two and 68/100 Dollars ($10,852.68). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Nine Hundred Four and 39/100 Dollars ($904.39) each (“Monthly Rent”).

C. The Monthly Rent has been calculated based on $13.39 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3 for the first year of the Term. The calculation of the Monthly Rent for year two will increase 3% to $13.79 per square foot.

D. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

E. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

F. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

G. Interest On Monthly Rent. Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

H. Interest On Other Amounts. Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

I. Landlord’s Lien and Security Interest. Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from
Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

**ARTICLE 3 - LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION**

3.1. **Landlord’s Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord’s negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

**ARTICLE 4 – UTILITIES AND SERVICES**

4.1. **Utilities And Services.**

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

   (i) all water necessary for Tenant’s operations at the Leased Premises;

   (ii) all sewer service necessary for Tenant’s operations at the Leased Premises;

   (iii) all natural gas necessary for Tenant’s operations at the Leased Premises;

   (iv) all electricity necessary for Tenant’s operations at the Leased Premises; and

   (v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

B. **Tenant’s Telephone and Internet.** Tenant will pay for Tenant’s telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant’s name. Tenant will pay all charges for such services as they become due.

**ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING**

5.1. **Maintenance.**
A. **Landlord’s Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

   (i) roof;

   (ii) foundation;

   (iii) exterior walls;

   (iv) interior structural walls (excluding finish and trim of these walls);

   (v) all other structural components;

   (vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and

   (vii) the mechanical, electrical, and heating/ventilation systems.

B. **Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

   5.2. **Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

   5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

   5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

   5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

**ARTICLE 6 – TAXES**

6.1. **Real Property Taxes.**

   (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.
(ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.

(iii) **Tenant’s Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant’s occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant’s sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant’s personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

**ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS**

7.1. **Alterations.**

A. “**Alterations**” means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord’s consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building’s appearance, value, and structural strength or integrity.
C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord’s prior approval. As used in this Section, the term “sign” has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant’s request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord’s discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant’s expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord’s prior written consent. Any assignment, encumbrance, sublease, or license without Landlord’s prior written consent will be voidable and, at Landlord’s election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord’s reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed $1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.
7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant’s work on the Leased Premises, any mechanic’s or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord’s non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

**ARTICLE 8 - INSURANCE**

8.1. **Landlord’s Building Insurance.** Landlord agrees, at Landlord’s sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant’s Liability Insurance.** Tenant agrees, at Tenant’s sole expense, to maintain commercial general liability insurance covering Tenant’s operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars ($1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant’s liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant’s Property Insurance.** Tenant agrees, at Tenant’s sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with “all risks” insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. ** Tenant’s Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord’s insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord’s insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.
8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder’s ratings of at least A and a financial rating of at least XI in the most current *Best’s Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days’ advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant’s interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

**ARTICLE 9 - INDEMNIFICATION**

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant’s business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney’s fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant’s expense by counsel reasonably satisfactory to Landlord.
9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

**ARTICLE 10 - DAMAGE TO LEASED PREMISES**

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord’s insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord’s building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days’ notice in accordance with the provisions of Section 14.5 of this Lease.

**ARTICLE 11 - DEFAULT**

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord’s Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease:

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;
B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or
C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord’s reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. No Surrender. Landlord’s exercise of any of its remedies or its receipt of Tenant’s keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. Default By Landlord. Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. Tenant’s Remedies Upon Default. If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. Self-Help. If either Party defaults under this Lease (“Defaulting Party”) the other Party (“Nondefaulting Party”) may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. Survival. The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. Quiet Enjoyment. Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD’S RIGHTS

13.1. Rules. In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must
faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant’s conduct of its business or Tenant’s use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord’s option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days’ prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord’s authorized representatives may enter the Leased Premises following at least 48 hours’ advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant’s security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord’s entry will be permitted. Landlord will minimize any interference with Tenant’s business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

B. make repairs that Landlord is required to perform under the terms of this Lease;

C. post any notice provided for by law; or

D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant’s default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.
ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney’s fees, as well as costs, including expert witness’ fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant’s initial address for notice is:

The TreeTop Center  
C/O Summit County Human Services  
Krista Burdick  
P.O. Box 869  
Frisco, Colorado 80443
Landlord’s initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. Complete Agreement. It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. Amendment. This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. Captions. The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the, sections and subsections.

14.9. Waiver. The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. Severability. If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. Annual Appropriation. Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord’s obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. No Adverse Construction Based On Authorship. Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.
14.13. **Landlord’s Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord’s prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord’s sole and absolute discretion.

14.14. **“Day” Defined.** Unless otherwise indicated, the term “day” means a calendar day (and not a business day).

14.15. **“Will” or “Will Not” Defined.** “Will” or “will not” indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease WILL NOT BE RECORDED with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: ______________________________________

Rick G. Holman, Town Manager
ATTEST:

_______________________________
Helen Cospolich, CMC,
Town Clerk
TENANT:

TREETOP CHILD ADVOCACY CENTER, a Colorado nonprofit corporation

By_______________________________________

Title:_______________________________________
Memo

To: Breckenridge Town Council Members
From: Laurie Best-Community Development Department
Date: 11/18/2019 (for 11/26/2019 meeting)
Subject: AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO ACQUIRE AND RESELL REAL PROPERTY PURSUANT TO THE TOWN OF BRECKENRIDGE ‘BUY DOWN’ HOUSING PROGRAM

The attached Ordinance has been drafted for your consideration, and if approved, it will authorize the Town Manager to execute purchase and sales contracts as well as other documents necessary for the acquisition and resale of Buy Down properties.

Currently, under the Town Charter, the sale of any Town-owned real property can only be authorized by the Council pursuant to an Ordinance that is specific to that property. Unfortunately, a standard Ordinance can take 55-75 days because the process includes two readings plus a 30-35 day posting period. Emergency Ordinances are a quicker option for the sale of real properties, but given the number of Buy Down units that we hope to acquire, staff is recommending a more streamline process.

The Ordinance that is presented for your consideration establishes a new procedure by authorizing the Town Manager to approve the acquisition and resale of Buy Down properties in lieu of individual Ordinances. This will enable the Town to accommodate buyers who are typically trying to close in 30-45 days. It will also reduce the number of Ordinances processed and facilitate the resale of the Buy Downs which can reduce the costs and risks associated with holding these units. In order for the Buy Down Program to be most effective the ability to react and close quickly is important. It should be noted that the new procedure established by this Ordinance includes prompt reporting by the Town Manager to insure the Council is aware of the sale of these units as they occur.

Staff recommends approval of the Ordinance as presented and will be available at your meeting for any discussion.
AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO ACQUIRE AND RESELL REAL PROPERTY PURSUANT TO THE TOWN OF BRECKENRIDGE “BUY DOWN” HOUSING PROGRAM

WHEREAS, the Town has acquired, and is expected to acquire in the near future, real property pursuant to its “Buy Down Housing Program” as defined in Section 1 of this ordinance; and

WHEREAS, Section 15.3 of the Breckenridge Town Charter provides that the Town Council may authorize the sale of Town-owned real property by ordinance; and

WHEREAS, the Town Council desires to authorize the Town Manager to acquire and then resell any Town-owned real property acquired pursuant to the Town’s Buy Down Housing Program, all as more fully set forth in this ordinance.

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

Section 1. As used in this ordinance the term “Town’s Buy Down Housing Program” means that policy and practice previously approved and authorized by the Town Council whereby the Town Manager will: (i) purchase certain real property for the Town; (ii) cause to be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado an appropriate housing restriction on such property for the purpose of assuring that the real property will be used in the future in a manner that advances the Town Council’s established housing goals; and (iii) then resell the real property subject to such housing restriction.

Section 2. The Town Manager is authorized, empowered, and directed to take all necessary and appropriate action to acquire and then resell any Town-owned real property acquired pursuant to the Town’s Buy Down Housing Program. In connection therewith, the Town Manager shall have full power and authority to do and perform all matters and things necessary to the acquisition and sale of such real property, including, but not limited to, the following:

1. The execution of purchase and sales contracts, addenda, schedules, notices, and other documents necessary to the formation of a binding legal contract to purchase and sell such real property;

2. The making, execution, and acknowledgement of settlement statements, closing agreements, and other usual and customary closing documents required to purchase and then resell such real property;
3. The making, execution, and acknowledgement of an appropriate housing restriction on such real property;

4. The execution, acknowledgement, and delivery of the deed of conveyance for the such real property; and

5. The performance of all other things necessary to the purchase and resale of such real property.

Section 3. The Town Council hereby ratifies and confirms, in advance, in all respects and for all purposes, all action taken by the Town Manager pursuant to the authority granted by this ordinance.

Section 4. Not later than the next regular meeting of the Town Council after closing on the sale of any Town-owned real property acquired pursuant to the Town’s Buy Down Housing Program pursuant to the authority granted by this ordinance, the Town Manager shall report such sale to the Town Council.

Section 5. If for any reason the Town Manager is unavailable to take any action required or authorized of him pursuant to this ordinance, the Assistant Town Manager is authorized, empowered, and directed to take such action, and Section 3 of this ordinance shall apply to any such action taken by the Assistant Town Manager.

Section 6. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 7. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ___ day of ____, 2019. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of ____, 2019, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: ______________________________
    Eric S. Mamula, Mayor
ATTEST:

Helen Cospolich, CMC, Town Clerk
Memo

To: Breckenridge Town Council Members
From: Laurie Best-Community Development Department
Date: 11/18/2019 (for 11/26/2019 meeting)
Subject: AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF TOWN-OWNED REAL ESTATE PROPERTY (Condominium Unit 117 Highlands Greens Lodge Condominiums)

The attached Ordinance will authorize the sale of Condominium Unit 117 Highlands Greens Lodge Condominiums together with Storage Units 117S and 209S. The Town acquired this property on August 1, 2019 as a buy down unit. Since August, the Town has acquired ten condominiums as part of the buy down program and this will be the third resale to occur.

The goal of the program is to acquire units that are at risk of converting from local occupancy to vacation and/or non-local occupancy, to deed restrict the property, and to sell the restricted unit to a qualified buyer. For this unit, the deed restriction was recorded October 10, 2019 and the Town executed a sales contract on October 30, 2019. The buyer is Nicholas Black, and the projected closing date is December 13, 2019.

This Ordinance is proposed as an emergency ordinance. Unfortunately, under the regular ordinance process, the authorization to sell real estate could take 55-75 days (two readings and 30-35 days for effective date). Most buyers are requesting 30-45 days for closing and it would be difficult to push them out especially this time of year when there are limited housing options. It is also in the Town’s best interest to dispose of the properties as soon as possible in order to minimize holding costs. Because delaying the closings for buy down units will always be challenging, staff has worked with the Town Attorney to establish a new procedure that could be utilized going forward for buy downs. That new process, which would facilitate the closings, is also scheduled for your consideration on November 26th. The earliest that this new process could be in effect is mid-January 2020, and therefore we are requesting approval of an Emergency Ordinance for the sale of this unit.

Recommendation: Staff recommends approval of this Emergency Ordinance, which will allow this closing to occur on December 13th. Staff will be available at your meeting to discuss this Ordinance and answer questions.
AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF TOWN-OWNED REAL
PROPERTY (Condominium Unit 117, Highland Greens Lodge Condominiums)

WHEREAS, the Town of Breckenridge is the owner of the following described real
property:

CONDOMINIUM UNIT 117, HIGHLAND GREENS LODGE
CONDOMINIUMS, TOGETHER WITH STORAGE UNITS 117S AND 209S,
ACCORDING TO THE CONDOMINIUM MAP THEREOF RECORDED ON
AUGUST 26, 2004 UNDER RECEPTION NO. 765728, IN THE RECORDS OF
THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF
SUMMIT, STATE OF COLORADO, AND AS DEFINED AND DESCRIBED
IN THE HIGHLAND GREENS LODGE CONDOMINIUM DECLARATION
RECORDED AUGUST 26, 2004 UNDER RECEPTION NO. 765727, IN SAID
RECORDS

(“Property”)

WHEREAS, the Town desires to sell the Property to Nicholas Black; and

WHEREAS, the Town Manager has entered into a contract on behalf of the Town to sell
the Property to Nicholas Black; and

WHEREAS, the Town Council finds and determines that it would be in the best interest of
the Town and its residents for the Town to sell the Property to Nicholas Black pursuant to the sales
contract; and

WHEREAS, Section 15.3 of the Breckenridge Town Charter provides that the Town
Council may authorize the sale of Town-owned real property by ordinance.

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

Section 1. The sale of the Property to Nicholas Black pursuant to the sales contract is
approved.
Section 2. The Town Manager is authorized to take all necessary and appropriate action to close the sale of the Property to Nicholas Black. In connection therewith, the Town Manager shall have full power and authority to do and perform all matters and things necessary to the sale of the Property to Nicholas Black, including, but not limited to, the following:

1. The making, execution, and acknowledgement of settlement statements, closing agreements and other usual and customary closing documents;

2. The execution, acknowledgement and delivery to Nicholas Black of the deed of conveyance for the Property; and

3. The performance of all other things necessary to the sale of the Property to Nicholas Black.

Section 3. If any person properly exercises the right of first refusal to which the Property is subject, and such person lawfully becomes the purchaser of the Property, all of the provisions of this ordinance shall apply to the sale of the Property to such person.

Section 4. The Town Council hereby finds, determines, and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 5. The Town Council finds, determines and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of public property, health, welfare, peace or safety. The approval of this ordinance as an emergency ordinance will allow the Town to close the sale of the Property described above within the time frame provided for in the sales contract. The sale could not be closed within the time frame provided for in the sales contract if this ordinance was not adopted as an emergency ordinance. The Town Council further determines that the adoption of this ordinance as an emergency ordinance is in the best interest of the citizens of the Town of Breckenridge.

Section 6. Pursuant to Section 5.11 of the Breckenridge Town Charter this ordinance shall take effect and be in full force upon adoption of this ordinance by the affirmative votes of at least five (5) members of the Town Council.

Section 7. This ordinance shall be published in full within ten (10) days after adoption, or as soon thereafter as possible, as required by Section 5.11 of the Breckenridge Town Charter.

ADOPTED AND APPROVED as an Emergency Ordinance this ____ day of ________, 2019.
TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: ______________________________
    Eric S. Mamula, Mayor

ATTEST:

_________________________
Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

_____________________
Town Attorney

600-346/Ordinance Authorizing Sale of Unit 117 (11-18-19)
Memo

To: Breckenridge Town Council
From: Brian Waldes, Finance Director
Date: 11.19.19
Subject: 2020 Budget Approval Resolution

The purpose of this memo is to propose for Council's approval the 2020 Budget Resolution, as well as note some changes to the final document from the version presented at our 10.8.19 budget retreat.

**Background**

The Town’s annual budget is a legally binding document that appropriates expenditures for programs and projects within the Town’s 19 separate funds. It is approved by resolution each year before the beginning of the budget year. Once approved, the budget can only be changed by Council action appropriating additional expenditures for a particular fund. The resolution authorizing the 2020 budget document is attached and submitted for Council's approval.

**Budget Changes**

There have been changes to the budget document since it was presented at the October retreat. These are;

1. **Utility (Water) Fund**
   a. 2020 Water System Maintenance Fees (WSMF) were increased by 50% to reflect the fee change Council approved at the 11.12.19 work session. The new revenue figure is $841,680.
   b. 2020 Transfer revenue was increased $1.6M to reflect the Plant Investment Fee (PIF) revenue for past Affordable Housing projects that were exempted. The transfer revenue is coming from the Affordable Housing Fund.

2. **Capital Fund**
   a. Electric Vehicle (EV) charging stations were added for the 2020 budget ($75K)
   b. Parking and Transportation Capital added $300K for Riverwalk and pedestrian connection planning (phase 3 of the parking structure)

3. **Garage Fund**
   a. Internal service revenue was increased $22K to reflect some personnel expenditure changes related to benefits. There is a corresponding increase to departmental Garage Fund expenditures that are minimal and add up to the $22K Town wide.
**Budget Highlights**

The 2020 budget accounts for our provision of services mainly in the General Fund. Those services, including public safety, administration, human resources, recreation, and finance total $24.6M, up from an estimated $23.4M in 2019. Revenues are also forecast to increase, with the Excise fund total revenue at $36.6M in 2020, a $1.9M increase over 2019 budget levels.

The Capital Improvement Plan (CIP) has the $50M parking structure project slated for 2020, as well as the continuation of the Fiber 9600 project for $10M. We anticipate debt funding these projects.

Staff will be at the 11.26.19 work session to answer any questions you may have on these or other aspects of the budget. We will also facilitate the public hearing at the regular meeting.

**Next Steps**

The budget document is available for review on the Town’s website under “Your Government” then “Finance”.

Hyperlink - [https://www.townofbreckenridge.com/home/showdocument?id=17659](https://www.townofbreckenridge.com/home/showdocument?id=17659)

Council will have the opportunity to approve the budget resolution at the regular meeting.
FOR WORKSESSION/ADOPTION – NOV. 26

RESOLUTION NO. XX

SERIES 2019

A RESOLUTION ADOPTING THE 2020 BUDGET
AND MAKING APPROPRIATIONS THEREFOR; AND APPROVING THE 2020-2024 CAPITAL
IMPROVEMENT PLAN

WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt an
operating budget for each fiscal year; and

WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt a
two-year Capital Improvement Plan.

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

Section 1. The proposed operating budget for 2020 based on certain fee changes, as
revised by Town Council and maintained on file by the Town Clerk, is adopted and
appropriations are made to the various programs as shown therein.

Section 2. The 2020-2024 Capital Improvement Plan, as proposed by the Town
Manager and as amended by the Town Council, is approved.

Section 3. All fees and charges contained in the 2020 operating budget are approved
and adopted. Such fees shall become effective January 1, 2020. Further, the Town
Manager may implement any of the other fees and charges contained in the 2020
operating budget prior to January 1, 2020 if the Town Manager determines, in his
judgment, that such early implementation is necessary or appropriate.

Section 4. This Resolution is effective upon adoption.

RESOLUTION ADOPTED AND APPROVED this 26th day of November, 2019.

ATTEST: TOWN OF BRECKENRIDGE

________________________________________ ________________________________
Helen Cospolich, Town Clerk  Eric Mamula, Mayor

APPROVED IN FORM

________________________________________
Town Attorney  Date
Memo

To: Breckenridge Town Council Members
From: Town Staff
Date: 11/21/2019
Subject: Public Projects Update

Ice Arena Locker Room Addition

Schedule: The project was delayed slightly in reaching final completion, with the locker rooms now being scheduled to be fully complete in the first week of December. The official grand opening is now scheduled for the evening of December 11th. Remaining work on the project includes final installation of wall panels, plumbing fixtures, benches, and final painting & clean up. The facility will continue to remain open throughout the remainder of the work.

Budget: The final project cost is estimated to be below the budget of $2,300,000; staff will update Council with the final project costs at final completion. There have been several minor change orders to the project, due to unforeseen conditions found after demolition; however, the costs of these changes will be covered from the project contingency.

<table>
<thead>
<tr>
<th>Project Funding</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CIP Budget</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>2019 Supplemental Appropriation</td>
<td>$300,000</td>
</tr>
<tr>
<td>Total Budget</td>
<td>$2,300,000</td>
</tr>
</tbody>
</table>

Top left photo shows the locker room addition exterior from the south. Top right photo show the addition from the north. Bottom left photo shows one of the locker rooms being completed. The Bottom right photo shows one of the attached restrooms.
South Riverwalk Extension

Schedule: Construction is nearing completion on the South Riverwalk Extension project. The remainder of the wrought iron fence and pedestrian railing will be installed in the coming week, as well as final grading and clean up. Construction work will then be complete until next spring, when landscaping work will be completed.

Budget: The projected construction costs are estimated to be $210,000, which is under the CIP budget of $250,000.

<table>
<thead>
<tr>
<th>Project Funding</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CIP Budget</td>
<td>$250,000</td>
</tr>
<tr>
<td>Total Projected Costs</td>
<td>$210,000</td>
</tr>
<tr>
<td>Remaining Funds</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

Sidewalk was recently placed for the South Riverwalk Extension. Wrought iron fence will be installed on the left side of the sidewalk in the next week.

CIP projects with no updates:

- Rec Center Outdoor Hot Tub Replacement (updated 6-11-19)
- Pool Area Lights and Window Replacement (updated 6-11-19)
- McCain Property Improvements – School Parcel
- Coyne Valley Pedestrian Underpass
- Coyne Valley River Crossing
- Softball Field LED Lights
Town of Breckenridge
North Water Treatment Plant
Prepared by M. Petters/HDR Engineering, Inc.

Residuals Stairwell Roof Panels 10/17/2019

Concrete Paving 10/02/2019

October 2019

Contractor:
Moltz Construction, Inc.

Designer:
HDR Engineering, Inc.
Tetra Tech

Award Date:
December 8, 2017

Notice to Proceed:
December 15, 2017

Notice to Mobilize:
March 21, 2018

Substantial Completion Date:
August 3, 2020

Original Duration: 867 Days

Days Added by CO: 0

Time Percent Complete: 68.1 %

Cost Percent Complete: 79.0 %

Guaranteed Maximum Price: $42,000,000

Change Order Total: $2,019,138

Current Contract Value: $44,019,138

Invoiced to Date: $34,753,961

Cost Growth: 2.4 %

Town Initiated Improvements 2.4 %

Total Cost Growth 4.8 %

Schedule Growth: 0 Days
## Schedule and Budget Status

Moltz Construction Inc. (MCI) has completed work for 79.0% of the project value within 68.1% of the available contract time. Their current schedule update shows them completing the contract on time.

Thirteen Change Orders have been issued to date on the project. There have been 26 Work Change Directives, 32 Change Proposal Requests and 29 Field Orders initiated on the project.

## Accomplishments/Highlights

### Site

- **Triangle Electric and Breckenridge Crane** set the 2 emergency generators.
- Moltz completed the road base in the driveway, ELAM paved the driveway and parking areas.
- MCI completed the sanitary sewer between manhole B and A and then connected into the existing sewer main.
- MCI completed forming and placing the driveway drain pans.
- XCEL Energy installed the natural gas meter and regulators.

### Raw Water Pump Station

MCI excavated and completed the overflow piping from the Raw Water Pump Station to the Blue river. Moltz excavated and completed the raw water pipeline 4 inch DIP drain line.

### Main Treatment Building

- **Sierra Blanca** continued installing copper potable water and gas piping.
- Mendoza continued installing the exterior wall panels. They continue to work on fascia, soffit, gutters and downspouts.
- Allman continued framing the walls for the rooms at the west half of the building. They continued installing drywall and taping and finishing.
- The Roofing Company continued work on the TPO roofing over the PACL and MCC/CL2 rooms.
- MCI installed hollow metal jambs and doors.
- Coblaco painted the MCC room.
- Triangle Electric set the MCC and PLC Electrical Cabinets in place.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allman continued taping and finishing drywall.</td>
<td></td>
</tr>
<tr>
<td>MCI excavated and topsoiled the wetland restoration south of Swan Mountain Road.</td>
<td></td>
</tr>
<tr>
<td>Finished Water Pump Station</td>
<td></td>
</tr>
<tr>
<td>MCI worked on modifications to the vertical turbine pump supports.</td>
<td></td>
</tr>
<tr>
<td>MCI continued installing the finish water and backwash water process piping in the Pump Station.</td>
<td></td>
</tr>
<tr>
<td>MCI formed and cast the columns for the south entry canopy support columns.</td>
<td></td>
</tr>
<tr>
<td>Finish Water Pipeline</td>
<td></td>
</tr>
<tr>
<td>Stan Miller completed the 16 inch ductile iron pipe and residential service connections.</td>
<td></td>
</tr>
<tr>
<td>Columbine Concrete completed paving Fairview Blvd. and Shekel Lane.</td>
<td></td>
</tr>
<tr>
<td>Stan Miller filled and disinfected the pipeline.</td>
<td></td>
</tr>
<tr>
<td>Covered Walkway</td>
<td></td>
</tr>
<tr>
<td>Cutting Edge Glass completed the window installation in the covered walkway.</td>
<td></td>
</tr>
<tr>
<td>Sierra Blanca installed the copper potable water and natural gas piping.</td>
<td></td>
</tr>
<tr>
<td>Residuals Building</td>
<td></td>
</tr>
<tr>
<td>Mendoza installed the roof panels.</td>
<td></td>
</tr>
<tr>
<td>MCI completed the site concrete paving south and east of the building.</td>
<td></td>
</tr>
<tr>
<td>Mendoza completed installing primary and secondary structural steel. They installed exterior panels at the west and south walls. They installed all of the brick veneer carrier panels.</td>
<td></td>
</tr>
<tr>
<td>Administration Building</td>
<td></td>
</tr>
<tr>
<td>Haldeman Homme completed the laboratory and kitchenette cabinet and countertop installation.</td>
<td></td>
</tr>
<tr>
<td>Triangle Electric installed the overhead lighting. They terminated wire in lighting panel</td>
<td></td>
</tr>
<tr>
<td>Moltz installed the wood interior doors and some of the hardware. They installed some hardware at the exterior doors.</td>
<td></td>
</tr>
<tr>
<td>Sierra Blanca installed the mop sink.</td>
<td></td>
</tr>
</tbody>
</table>
### Construction Progress Photos

**Town of Breckenridge – North Water Treatment Plant**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/2019</td>
<td>Concrete Pavement</td>
</tr>
<tr>
<td>10/02/2019</td>
<td>Low Lift pump Station Heat Trace and Pipe Insulation.</td>
</tr>
<tr>
<td>10/03/2019</td>
<td>Residuals Roof Panels</td>
</tr>
<tr>
<td>10/04/2019</td>
<td>Drywall</td>
</tr>
</tbody>
</table>

![Concrete Pavement](image1.png)

![Low Lift pump Station Heat Trace and Pipe Insulation](image2.png)

![Residuals Roof Panels](image3.png)

![Drywall](image4.png)
10/07/2019 – Driveway Asphalt Paving

10/08/2019 – Laboratory Casework

10/09/2019 – Kitchenette

10/10/2019 – Raw Water Pump Station overflow Piping
<table>
<thead>
<tr>
<th>Date</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/14/2019</td>
<td>Fairview Blvd. Paving</td>
</tr>
<tr>
<td>10/15/2019</td>
<td>Wetlands Restoration</td>
</tr>
<tr>
<td>10/15/2019</td>
<td>Sanitary Sewer Piping</td>
</tr>
<tr>
<td>10/16/2019</td>
<td>Residuals Ridge Cap</td>
</tr>
<tr>
<td>Date</td>
<td>Description</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>10/17/2019</td>
<td>Residual Secondary Steel</td>
</tr>
<tr>
<td>10/18/2019</td>
<td>Finished Water Pipeline Shoulder Work</td>
</tr>
<tr>
<td>10/21/2019</td>
<td>MTB Conduits</td>
</tr>
<tr>
<td>10/22/2019</td>
<td>Setting Emergency Generators</td>
</tr>
<tr>
<td>Date</td>
<td>Description</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>10/29/2019</td>
<td>MCC Room MCC Cabinets</td>
</tr>
<tr>
<td>10/30/2019</td>
<td>Administration Building Wood Doors</td>
</tr>
<tr>
<td>10/31/2019</td>
<td>EXEL Energy Gas Meter</td>
</tr>
<tr>
<td>10/31/2019</td>
<td>Basin 1 Flocculator</td>
</tr>
<tr>
<td>Upcoming Activities/Milestones</td>
<td>Planned Finish Date</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Administration Building: ACF will install the vinyl flooring.</td>
<td>11/11/2019</td>
</tr>
<tr>
<td>Administration Building: Associate Building Specialties will install the bathroom accessories.</td>
<td>11/14/2019</td>
</tr>
<tr>
<td>Covered Walkway: The Roofing Company will install the TPO roofing. Triangle Electric will install conduits and overhead lighting.</td>
<td>11/19/2019</td>
</tr>
<tr>
<td>Residuals Building: Mendoza will continue to install wall panels and install trim.</td>
<td>11/15/2019</td>
</tr>
<tr>
<td>Residuals Building: WHK Masonry will lay the brick veneer.</td>
<td>11/15/2019</td>
</tr>
<tr>
<td>Residuals Building: MCI will install hollow metal exterior jambs and doors.</td>
<td>11/15/2019</td>
</tr>
<tr>
<td>Residuals Building: The Roofing Company will install the TPO roofing.</td>
<td>11/29/2019</td>
</tr>
<tr>
<td>Site Work: MCI will lay the remaining sanitary and storm sewer piping.</td>
<td>11/20/2019</td>
</tr>
<tr>
<td>Site Work: MCI will finish site grading and top soil.</td>
<td>11/29/2019</td>
</tr>
<tr>
<td>Project</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Raw Water Pump Station</td>
<td>Triangle Electric and MCI will complete the ductbanks.</td>
</tr>
<tr>
<td>Raw Water Pump Station</td>
<td>MCI will complete the under slab conduits, form and place the emergency generator concrete pad.</td>
</tr>
<tr>
<td>Raw Water Pump Station</td>
<td>MCI will import fill and backfill the site to grade.</td>
</tr>
<tr>
<td>Main Treatment Building</td>
<td>Mendoza will continue to work on trim and some remaining exterior wall panels.</td>
</tr>
<tr>
<td>Main Treatment Building</td>
<td>Allman will continue installing drywall on the steel stud walls.</td>
</tr>
<tr>
<td>Main Treatment Building</td>
<td>Sierra Blanca will continue installing copper piping and natural gas piping.</td>
</tr>
<tr>
<td>Main Treatment Building</td>
<td>Horizon will continue installing ductwork and exhaust fans. Triangle Electric will continue installing conduits.</td>
</tr>
<tr>
<td>Filter Pipe Gallery</td>
<td>Triangle will install lighting, Horizon will install ductwork and infrared heating, Sierra Blanca will install natural gas piping and MCI will continue installing the filter pipe gallery piping.</td>
</tr>
<tr>
<td>Main Treatment Building</td>
<td>Triangle will install overhead lighting in the MCC, CL2, workshop, mechanical, and PACL, fluoride and blower rooms.</td>
</tr>
<tr>
<td>Project Area/Project</td>
<td>MCI Activities</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Flocculation/Sedimentation Basin</td>
<td>Continue installing flocculator(s). Install sludge collection system.</td>
</tr>
<tr>
<td>Finished Water Pump Station</td>
<td>Install finished water and backwash water process piping.</td>
</tr>
<tr>
<td>Finish Water Pump Station</td>
<td>Install vertical turbine pumps.</td>
</tr>
<tr>
<td>Flocculation/Sedimentation Basin Pipe Gallery</td>
<td>Install HVAC access platform. Continue installing ductwork. Start process piping.</td>
</tr>
</tbody>
</table>
Memo

To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
Date: 11/21/2019
Subject: Breck Forward Update

S. Gondola Parking Structure (Work Session 11-26-19)

Schedule: The Design Development (DD) drawings are scheduled to be completed and delivered on November 22. Next steps will be for the contractor, Hyder, to update the construction cost estimate by mid-January, for VSRI to review and concur with the current design plans, and for the design team to begin completing the construction documents for bidding and establishment of the Guaranteed Maximum Price (GMP) in March. Construction is slated to begin in May 2020 and completed by November 2021.

The surface parking layout and site circulation has been tweaked and updated since the last review by Town Council. The parking aisles are now oriented east/west to encourage pedestrians to walk toward the east and use the improved pathway to the Watson Ave crosswalk. Skier-drop off is now integrated into the northern most row of the surface parking. This location allows for flexibility in the number of spaces utilized as drop-off, which can fluctuate throughout the different seasons (winter vs. summer). An updated site plan is attached to this memo.

The Planning Commission hearing for the project is scheduled for December 3rd. The project will have a passing point analysis, with the exception of the proposed festoon lighting. This type of lighting, referred to as “bistro lighting” in the Development Code, is prohibited except in LZ-1 (Downtown Overlay District Lighting Zone) as described in the code here:

9-12-11: Bistro Lighting: Bistro lighting is permitted at an outdoor dining/bar area designated by the site plan to provide light and ambiance. Bistro lighting includes a temporary arrangement of lighting bulbs or tubing from May 1 through October 31 of the same year. At all other times bistro lighting is unlawful.

Town Council will need to waive the restriction at the December 10th meeting in order to allow for the use of the hanging festoon lighting in the project, which is located in which is in LZ-2 (Commercial Area Lighting Zone). The lighting is proposed in the eastern pedestrian plaza and walkway between Town Hall and the Professional Building. An image of the fixture style is shown below.

The festoon lighting proposed in the plaza and walkway will include full cut-off shades that will be powder coated black.
Housing Committee Minutes

Date: Tuesday, November 12th, 2019

Time: 1:00-3:00 PM

Location: Town Hall-Planning Conference Room

Attendees: Rick Holman, Wendy Wolfe, Gary Gallagher, Mark Truckey, Laurie Best, Nichole Rex, Kimball Crangle

Programs and Strategies:

- Housing Helps:
  - Staff has launched the Housing Helps website at townofbreckhousing.com that features an online application along with information on the program. A total of 16 applications have been submitted. Of these applications, 11 are located in unincorporated Summit County, 3 are in the Town of Blue River, and 2 are in the Town of Breckenridge. Currently, both applications in Breckenridge have been approved and 5 of the 11 applications in the unincorporated Upper Blue have been approved.

- Buy Downs:
  - Staff has been actively purchasing housing units that meet our buy down criteria and are at risk of converting to vacation homes. Currently, the Town has closed on 9 units and is under contract for 1 unit additional unit to close the end of November. A deed restriction has now been recorded on all units the Town has purchased. The units in blue are currently under contract to be sold, the unit in yellow is under contract to purchase by the Town, the unit in green have been sold by the Town at

<table>
<thead>
<tr>
<th>Location</th>
<th>Size (S.F)</th>
<th>Bed</th>
<th>Bath</th>
<th>Paid</th>
<th>Sold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Val Disere 111</td>
<td>442</td>
<td>1</td>
<td>1</td>
<td>$335,000</td>
<td></td>
</tr>
<tr>
<td>Wildflower H201</td>
<td>440</td>
<td>1</td>
<td>1</td>
<td>$265,000</td>
<td></td>
</tr>
<tr>
<td>Gold Camp 68</td>
<td>780</td>
<td>2</td>
<td>1</td>
<td>$430,000</td>
<td>$395,000</td>
</tr>
<tr>
<td>Gold Camp 132</td>
<td>780</td>
<td>2</td>
<td>1</td>
<td>$445,000</td>
<td>$385,000</td>
</tr>
<tr>
<td>Now Colorado A8</td>
<td>552</td>
<td>2</td>
<td>1</td>
<td>$305,000</td>
<td></td>
</tr>
<tr>
<td>Now Colorado D2</td>
<td>552</td>
<td>2</td>
<td>1</td>
<td>$329,000</td>
<td></td>
</tr>
<tr>
<td>Highlands Green 117</td>
<td>599</td>
<td>1</td>
<td>1</td>
<td>$395,000</td>
<td></td>
</tr>
<tr>
<td>Now Colorado E8</td>
<td>599</td>
<td>2</td>
<td>1</td>
<td>$339,900</td>
<td></td>
</tr>
<tr>
<td>Long Branch 219</td>
<td>534</td>
<td>1</td>
<td>1</td>
<td>$405,000</td>
<td></td>
</tr>
<tr>
<td>Gold Camp 163</td>
<td>780</td>
<td>2</td>
<td>1</td>
<td>$405,000</td>
<td></td>
</tr>
</tbody>
</table>
Project Updates:

- McCain Housing Site:
  - Staff provided an update to the committee for the 4-acre housing site on McCain. Proposals for the development of the site were due on August 30th. Six proposals were received and staff interviewed 3 finalists with the Housing Committee on September 17th. The interview committee selected Gorman as the developer for the site. Gorman attended the November 12th Housing Committee meeting to provide an update to the committee and will be attending the November 26th Council worksession to discuss progress on the project and the LIHTC application with Council.

- Private Sector Projects:
  - The Shores Tract E
    - This is a possible 4-unit rental project at The Shores Tract E. The committee discussed the proforma gap associated with different rental rates and is continuing to work with the developer, specifically to reduce the gap. This project would require a rezoning to proceed.
  - Placer Flats (BBC)
    - Located directly south of the Breckenridge Building Center parking lot, the owners of this parcel are looking to develop the site with a combination of commercial and deed restricted affordable housing. The committee discussed the need for a density transfer for housing to the site and a possible rec path easement on the site to allow for the realignment of the rec path around the Stan Miller roundabout on highway 9. The applicant may request fee waivers for the deed restricted component but there no additional subsidy anticipated.
  - 203 Briar Rose Lane (subdivision request)
    - The committee discussed the precedent and impact of subdividing large lots to create additional units. Overall, the committee was supportive of two additional deed restricted units or accessory apartments to offset the housing related impacts.
  - Gold King Lot 1
    - The Committee was advised of a potential annexation of Gold King Lot 1 for deed restricted housing. More information regarding the unit count, density, AMI target, and gap will be necessary to evaluate the annexation request.
Location of Private Sector Projects:

- The Shores Tract E
- Placer Flats
- 203 Briar Rose Ln
- Gold King Lot 1
Inventory Management and Project Oversight Updates: No Update

Financials/Proforma Updates: No Update

What’s Happening in Housing:

- The Farm in Buena Vista
  - On October 31st, staff visited Buena Vista to tour an ongoing modular housing development called “The Farm.” There are 214 homes planned at the Farm ranging in size from 2-bedroom to 4-bedroom and in price from $219,750 to $434,750. The neighborhood features “Cadillac Patios” that face green space.

What inspired this trip was not only the modular development, but the developer’s plan to build a modular manufacturing plant near the Buena Vista airport. Their goal is to focus on producing units for attainable housing and the plant may be on line as early as next winter. Currently, the developer is quoting prices ranging $80-$90 per square foot for boxes and at this pricing, modular development can be more affordable that the traditional stick built option. Staff is going to continue to be in contact with this group as we look at future projects to identify potential modular opportunities.

Other Matters:

- Pinewood 1 Ownership
  - The Owners of the Pinewood 1 Apartments have asked the Town to evaluate options for disposing of the project. Staff is currently looking at potential options with a primary focus of maintaining affordability in perpetuity.
Memo

To: Breckenridge Town Council Members
From: Rick Holman, Town Manager
Date: 11/21/2019
Subject: Committee Reports

No committee reports were submitted for this meeting.

<table>
<thead>
<tr>
<th>Committees</th>
<th>Representative</th>
<th>Report Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summit Stage Advisory Board</td>
<td>Jennifer Pullen</td>
<td>Included</td>
</tr>
<tr>
<td>Police Advisory Committee</td>
<td>Chief Jim Baird</td>
<td>Included</td>
</tr>
<tr>
<td>CMC Advisory Committee</td>
<td>Rick Holman</td>
<td>No Meeting/Report</td>
</tr>
<tr>
<td>Recreation Advisory Committee</td>
<td>Scott Reid</td>
<td>Included</td>
</tr>
<tr>
<td>Breckenridge Events Committee</td>
<td>Shannon Haynes</td>
<td>No Meeting/Report</td>
</tr>
<tr>
<td>Transit and Parking Advisory Committee</td>
<td>Jennifer Pullen</td>
<td>Included</td>
</tr>
<tr>
<td>Communications</td>
<td>Haley Littleton</td>
<td>No Meeting/Report</td>
</tr>
</tbody>
</table>

*Note: Reports provided by the Mayor and Council Members are listed in the Council agenda.*
Department of Finance
This report covers the first 10 months of 2019. October is largely reflective of September tax collections. We are approximately $2.5M over 2019 budgeted revenues in the Excise fund. This is mostly due to sales tax being $898k over budget and Real Estate Transfer Tax up $1.4M over budget. Sales Tax is $1.2M ahead of prior year; RETT is up $845k over prior year.

See the Tax Basics section of these financial reports for more detail on the sales, accommodations, and real estate transfer taxes. Differences exist between Excise Fund sales tax collections and Net Taxable Sales due to prior period collections of County sales tax by the State of Colorado.

Expenditures are holding the line, with the General Fund tracking slightly below YTD budgeted expense amount (see General Fund Expenditures Summary for details).

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

<table>
<thead>
<tr>
<th>Source</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>% of Budget</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>$18,232,372</td>
<td>$17,334,367</td>
<td>105%</td>
<td>$23,981,000</td>
</tr>
<tr>
<td>Accommodations Tax</td>
<td>$2,836,499</td>
<td>$2,683,322</td>
<td>106%</td>
<td>$3,514,000</td>
</tr>
<tr>
<td>Real Estate Transfer</td>
<td>$5,908,982</td>
<td>$4,534,650</td>
<td>130%</td>
<td>$5,400,000</td>
</tr>
<tr>
<td>Other*</td>
<td>$615,733</td>
<td>$566,839</td>
<td>109%</td>
<td>$845,354</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$27,593,585</td>
<td>$25,119,178</td>
<td>110%</td>
<td>$31,740,354</td>
</tr>
</tbody>
</table>

* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income
### Net Taxable Sales by Industry-YTD

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail</td>
<td>$103,502,985</td>
<td>$109,193,304</td>
<td>$118,619,425</td>
<td>$133,180,434</td>
<td>$13,587,130</td>
<td>10.53%</td>
<td>26.37%</td>
<td>12.28%</td>
<td>27.01%</td>
</tr>
<tr>
<td>Weedtail</td>
<td>$7,137,818</td>
<td>$7,563,529</td>
<td>$7,733,968</td>
<td>$8,023,819</td>
<td>$289,851</td>
<td>3.57%</td>
<td>27.01%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restaurant / Bar</td>
<td>$92,987,424</td>
<td>$99,381,190</td>
<td>$110,058,868</td>
<td>$113,994,233</td>
<td>$3,935,366</td>
<td>3.58%</td>
<td>27.01%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short-Term Lodging</td>
<td>$112,290,175</td>
<td>$114,326,384</td>
<td>$130,352,012</td>
<td>$137,194,395</td>
<td>$6,842,383</td>
<td>5.25%</td>
<td>27.01%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grocery / Liquor</td>
<td>$46,871,962</td>
<td>$48,188,589</td>
<td>$50,698,405</td>
<td>$49,877,965</td>
<td>($820,440)</td>
<td>-1.62%</td>
<td>27.01%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility</td>
<td>$19,763,088</td>
<td>$20,478,084</td>
<td>$19,280,880</td>
<td>$21,632,677</td>
<td>$2,351,797</td>
<td>12.20%</td>
<td>27.01%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other*</td>
<td>$2,101,705</td>
<td>$1,702,120</td>
<td>$2,228,376</td>
<td>$2,820,962</td>
<td>$592,586</td>
<td>26.59%</td>
<td>27.01%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$409,383,707</td>
<td>$428,478,000</td>
<td>$467,629,827</td>
<td>$493,089,227</td>
<td>$25,459,400</td>
<td>5.44%</td>
<td>100.00%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Other includes activities in Automobiles and Undefined Sales.

**The Tax Basics: September 2019**

#### New Items of Note:
- For the year, net taxable sales are currently ahead of 2018 by 5.44%.
- September net taxable sales are currently ahead of September 2018 by 2.51%.
- For September 2019, there were increases in Retail (11.95%), Short Term Lodging (7.87%), Weedtail (5.45%), and Restaurant/Bar (0.20%) sales sectors.
- For September 2019, there were decreases in Construction (21.70%) and Grocery/Liquor (0.48%). The decrease in the Construction sector is attributed to a large project being completed in 2018.
- Distribution of disposable bags experienced an increase over prior year, the increase was 7.59% as compared to September 2018.

#### Continuing Items of Note:
- In 2014, a new category was added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation.
- A section on Disposable Bag Fees was added in 2014.
- A section on Short Term Rentals was added in 2018.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th 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 is provided.
## Net Taxable Sales by Sector-Town of Breckenridge Tax Base

### Total Net Taxable Sales

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>% change from PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>$65,808,931</td>
<td>$67,602,475</td>
<td>$76,143,505</td>
<td>$79,757,499</td>
<td>4.75%</td>
</tr>
<tr>
<td>Feb</td>
<td>$63,838,172</td>
<td>$64,772,287</td>
<td>$70,307,986</td>
<td>$75,427,593</td>
<td>7.28%</td>
</tr>
<tr>
<td>Mar</td>
<td>$79,661,723</td>
<td>$79,428,530</td>
<td>$91,274,553</td>
<td>$94,957,027</td>
<td>4.03%</td>
</tr>
<tr>
<td>Apr</td>
<td>$26,898,718</td>
<td>$28,633,160</td>
<td>$27,939,941</td>
<td>$33,730,902</td>
<td>20.73%</td>
</tr>
<tr>
<td>May</td>
<td>$17,806,598</td>
<td>$21,491,457</td>
<td>$20,547,846</td>
<td>$23,486,046</td>
<td>14.30%</td>
</tr>
<tr>
<td>Jun</td>
<td>$31,712,174</td>
<td>$35,788,124</td>
<td>$41,888,900</td>
<td>$40,934,881</td>
<td>-2.28%</td>
</tr>
<tr>
<td>Jul</td>
<td>$47,007,584</td>
<td>$49,248,265</td>
<td>$52,279,115</td>
<td>$53,436,501</td>
<td>2.21%</td>
</tr>
<tr>
<td>Aug</td>
<td>$39,079,768</td>
<td>$40,989,185</td>
<td>$44,373,355</td>
<td>$47,406,804</td>
<td>6.84%</td>
</tr>
<tr>
<td>Sep</td>
<td>$37,570,039</td>
<td>$40,524,516</td>
<td>$42,874,629</td>
<td>$43,951,974</td>
<td>2.51%</td>
</tr>
<tr>
<td>Oct</td>
<td>$24,725,038</td>
<td>$25,037,316</td>
<td>$27,217,242</td>
<td>$0</td>
<td>n/a</td>
</tr>
<tr>
<td>Nov</td>
<td>$26,737,943</td>
<td>$28,825,651</td>
<td>$33,740,693</td>
<td>$0</td>
<td>n/a</td>
</tr>
<tr>
<td>Dec</td>
<td>$79,740,325</td>
<td>$82,379,963</td>
<td>$87,878,895</td>
<td>$0</td>
<td>n/a</td>
</tr>
<tr>
<td>Total</td>
<td>$540,587,014</td>
<td>$564,720,930</td>
<td>$616,466,657</td>
<td>$493,089,227</td>
<td></td>
</tr>
</tbody>
</table>

### Retail

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>% change from PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>$15,006,525</td>
<td>$16,250,706</td>
<td>$17,584,934</td>
<td>$20,219,724</td>
<td>14.98%</td>
</tr>
<tr>
<td>Feb</td>
<td>$14,976,467</td>
<td>$15,536,800</td>
<td>$16,738,471</td>
<td>$19,446,016</td>
<td>16.18%</td>
</tr>
<tr>
<td>Mar</td>
<td>$19,956,329</td>
<td>$19,680,553</td>
<td>$22,917,229</td>
<td>$23,505,525</td>
<td>2.57%</td>
</tr>
<tr>
<td>Apr</td>
<td>$6,737,124</td>
<td>$7,378,818</td>
<td>$7,511,372</td>
<td>$9,816,507</td>
<td>30.69%</td>
</tr>
<tr>
<td>May</td>
<td>$5,409,699</td>
<td>$5,331,885</td>
<td>$5,993,532</td>
<td>$7,074,416</td>
<td>18.03%</td>
</tr>
<tr>
<td>Jun</td>
<td>$9,091,650</td>
<td>$10,041,860</td>
<td>$10,982,937</td>
<td>$12,175,293</td>
<td>10.86%</td>
</tr>
<tr>
<td>Jul</td>
<td>$11,168,621</td>
<td>$13,051,936</td>
<td>$12,951,924</td>
<td>$14,243,989</td>
<td>9.98%</td>
</tr>
<tr>
<td>Aug</td>
<td>$11,355,153</td>
<td>$11,786,087</td>
<td>$12,396,669</td>
<td>$13,878,443</td>
<td>11.95%</td>
</tr>
<tr>
<td>Sep</td>
<td>$7,641,642</td>
<td>$6,998,096</td>
<td>$9,153,488</td>
<td>$0</td>
<td>n/a</td>
</tr>
<tr>
<td>Oct</td>
<td>$8,355,454</td>
<td>$8,757,526</td>
<td>$10,550,286</td>
<td>$0</td>
<td>n/a</td>
</tr>
<tr>
<td>Nov</td>
<td>$20,603,518</td>
<td>$21,257,999</td>
<td>$24,424,234</td>
<td>$0</td>
<td>n/a</td>
</tr>
<tr>
<td>Dec</td>
<td>$140,103,599</td>
<td>$146,206,924</td>
<td>$162,747,432</td>
<td>$133,180,434</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$140,103,599</td>
<td>$146,206,924</td>
<td>$162,747,432</td>
<td>$133,180,434</td>
<td></td>
</tr>
</tbody>
</table>

### Weedtail

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>% change from PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>$1,181,014</td>
<td>$1,263,370</td>
<td>$1,299,492</td>
<td>$1,278,628</td>
<td>-1.61%</td>
</tr>
<tr>
<td>Feb</td>
<td>$1,045,184</td>
<td>$1,076,236</td>
<td>$1,077,296</td>
<td>$1,143,834</td>
<td>6.18%</td>
</tr>
<tr>
<td>Mar</td>
<td>$1,170,045</td>
<td>$1,343,407</td>
<td>$1,360,559</td>
<td>$1,291,752</td>
<td>-5.06%</td>
</tr>
<tr>
<td>Apr</td>
<td>$647,524</td>
<td>$683,486</td>
<td>$603,052</td>
<td>$682,583</td>
<td>13.19%</td>
</tr>
<tr>
<td>May</td>
<td>$424,305</td>
<td>$436,712</td>
<td>$432,876</td>
<td>$525,557</td>
<td>21.41%</td>
</tr>
<tr>
<td>Jun</td>
<td>$561,981</td>
<td>$608,808</td>
<td>$646,541</td>
<td>$691,544</td>
<td>9.66%</td>
</tr>
<tr>
<td>Jul</td>
<td>$768,474</td>
<td>$798,038</td>
<td>$884,964</td>
<td>$905,548</td>
<td>2.33%</td>
</tr>
<tr>
<td>Aug</td>
<td>$731,985</td>
<td>$756,690</td>
<td>$804,530</td>
<td>$845,682</td>
<td>5.11%</td>
</tr>
<tr>
<td>Sep</td>
<td>$607,308</td>
<td>$596,781</td>
<td>$624,657</td>
<td>$658,693</td>
<td>5.45%</td>
</tr>
<tr>
<td>Oct</td>
<td>$499,149</td>
<td>$484,253</td>
<td>$496,522</td>
<td>$0</td>
<td>n/a</td>
</tr>
<tr>
<td>Nov</td>
<td>$542,237</td>
<td>$554,576</td>
<td>$615,385</td>
<td>$0</td>
<td>n/a</td>
</tr>
<tr>
<td>Dec</td>
<td>$1,013,140</td>
<td>$1,112,445</td>
<td>$1,131,042</td>
<td>$0</td>
<td>n/a</td>
</tr>
<tr>
<td>Total</td>
<td>$9,192,345</td>
<td>$9,714,804</td>
<td>$9,976,918</td>
<td>$8,023,819</td>
<td></td>
</tr>
</tbody>
</table>
### Restaurant / Bar

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019 from PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>$15,420,296</td>
<td>$16,276,306</td>
<td>$18,113,738</td>
<td>$18,851,619</td>
</tr>
<tr>
<td>Feb</td>
<td>$15,065,159</td>
<td>$15,181,858</td>
<td>$17,105,472</td>
<td>$17,890,806</td>
</tr>
<tr>
<td>Mar</td>
<td>$16,112,662</td>
<td>$16,595,811</td>
<td>$19,308,728</td>
<td>$19,827,694</td>
</tr>
<tr>
<td>Apr</td>
<td>$6,464,174</td>
<td>$6,821,901</td>
<td>$7,676,406</td>
<td>$7,967,302</td>
</tr>
<tr>
<td>May</td>
<td>$3,001,520</td>
<td>$3,448,281</td>
<td>$3,635,557</td>
<td>$4,574,924</td>
</tr>
<tr>
<td>Jun</td>
<td>$6,963,372</td>
<td>$8,089,688</td>
<td>$9,485,924</td>
<td>$8,937,890</td>
</tr>
<tr>
<td>Jul</td>
<td>$12,302,975</td>
<td>$13,124,240</td>
<td>$14,352,235</td>
<td>$14,261,456</td>
</tr>
<tr>
<td>Aug</td>
<td>$9,947,952</td>
<td>$10,631,602</td>
<td>$11,842,888</td>
<td>$12,216,582</td>
</tr>
<tr>
<td>Sep</td>
<td>$8,109,315</td>
<td>$9,211,502</td>
<td>$9,446,920</td>
<td>$9,465,960</td>
</tr>
<tr>
<td>Oct</td>
<td>$5,123,843</td>
<td>$5,227,314</td>
<td>$5,536,406</td>
<td>$7,967,302</td>
</tr>
<tr>
<td>Nov</td>
<td>$5,290,140</td>
<td>$6,000,732</td>
<td>$7,424,201</td>
<td>$4,574,924</td>
</tr>
<tr>
<td>Dec</td>
<td>$13,796,003</td>
<td>$15,895,058</td>
<td>$17,163,832</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td>$117,197,410</td>
<td>$126,504,293</td>
<td>$140,183,514</td>
<td>$113,994,233</td>
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</table>

### Short-Term Lodging

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019 from PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>$21,941,782</td>
<td>$21,594,876</td>
<td>$25,676,161</td>
<td>$26,914,580</td>
</tr>
<tr>
<td>Feb</td>
<td>$22,074,961</td>
<td>$21,775,651</td>
<td>$23,902,995</td>
<td>$24,763,692</td>
</tr>
<tr>
<td>Mar</td>
<td>$30,034,082</td>
<td>$29,396,249</td>
<td>$34,414,282</td>
<td>$36,901,836</td>
</tr>
<tr>
<td>Apr</td>
<td>$5,141,597</td>
<td>$5,341,101</td>
<td>$5,049,394</td>
<td>$6,075,724</td>
</tr>
<tr>
<td>May</td>
<td>$1,450,045</td>
<td>$2,009,505</td>
<td>$2,465,550</td>
<td>$3,257,438</td>
</tr>
<tr>
<td>Jun</td>
<td>$5,830,767</td>
<td>$6,825,285</td>
<td>$9,101,609</td>
<td>$8,559,087</td>
</tr>
<tr>
<td>Jul</td>
<td>$11,267,222</td>
<td>$11,182,266</td>
<td>$12,292,401</td>
<td>$12,242,668</td>
</tr>
<tr>
<td>Aug</td>
<td>$7,753,176</td>
<td>$8,267,603</td>
<td>$9,512,786</td>
<td>$9,917,621</td>
</tr>
<tr>
<td>Sep</td>
<td>$6,796,544</td>
<td>$7,936,848</td>
<td>$8,561,749</td>
<td>$6,675,887</td>
</tr>
<tr>
<td>Oct</td>
<td>$3,068,724</td>
<td>$3,257,303</td>
<td>$3,286,586</td>
<td>$0</td>
</tr>
<tr>
<td>Nov</td>
<td>$4,452,893</td>
<td>$4,649,007</td>
<td>$5,719,696</td>
<td>$0</td>
</tr>
<tr>
<td>Dec</td>
<td>$29,210,710</td>
<td>$26,765,302</td>
<td>$28,578,569</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td>$149,022,502</td>
<td>$148,997,996</td>
<td>$167,936,864</td>
<td>$137,194,395</td>
</tr>
</tbody>
</table>

### Grocery / Liquor

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019 from PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>$6,362,029</td>
<td>$6,608,924</td>
<td>$8,108,346</td>
<td>$6,653,945</td>
</tr>
<tr>
<td>Feb</td>
<td>$6,550,486</td>
<td>$6,612,305</td>
<td>$6,858,048</td>
<td>$6,918,554</td>
</tr>
<tr>
<td>Mar</td>
<td>$8,891,344</td>
<td>$6,672,292</td>
<td>$7,172,637</td>
<td>$7,480,138</td>
</tr>
<tr>
<td>Apr</td>
<td>$3,909,787</td>
<td>$4,258,760</td>
<td>$3,761,922</td>
<td>$4,118,397</td>
</tr>
<tr>
<td>May</td>
<td>$2,969,362</td>
<td>$3,098,290</td>
<td>$3,340,611</td>
<td>$3,354,349</td>
</tr>
<tr>
<td>Jun</td>
<td>$4,123,536</td>
<td>$4,439,619</td>
<td>$4,746,854</td>
<td>$4,448,586</td>
</tr>
<tr>
<td>Jul</td>
<td>$5,963,913</td>
<td>$6,059,042</td>
<td>$6,474,680</td>
<td>$6,385,747</td>
</tr>
<tr>
<td>Aug</td>
<td>$5,713,840</td>
<td>$5,817,425</td>
<td>$5,681,926</td>
<td>$5,986,763</td>
</tr>
<tr>
<td>Sep</td>
<td>$4,387,664</td>
<td>$4,621,933</td>
<td>$4,553,381</td>
<td>$4,531,486</td>
</tr>
<tr>
<td>Oct</td>
<td>$3,680,554</td>
<td>$3,807,540</td>
<td>$3,652,184</td>
<td>$0</td>
</tr>
<tr>
<td>Nov</td>
<td>$3,523,798</td>
<td>$3,726,441</td>
<td>$4,245,207</td>
<td>$0</td>
</tr>
<tr>
<td>Dec</td>
<td>$9,896,199</td>
<td>$9,924,458</td>
<td>$11,003,103</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td>$63,972,513</td>
<td>$65,647,028</td>
<td>$69,598,900</td>
<td>$49,877,965</td>
</tr>
</tbody>
</table>
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.

Retailers are permitted to retain 50% 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.
New Items of Note:

- Starting in March 2019, the Finance Department has split the Retail sector into two categories, In-Town Retail sales and Out-of-Town Retail sales. In-Town Retail sales comprise businesses that are in Town limits, the sector had an overall increase of 12.58% in 2018 as compared to 2016. The Out-of-Town Retail Sales had a overall increase in sales of 31.08% for 2018 compared to 2016.
Revised Items of Note:

- Revenue for the month of October was behind prior year by 9.90%, and behind monthly budget by $71,021.
- Year to date, revenue is ahead of prior year by 16.68%, and has surpassed budget by $1,374,332.
- Single Family Home sales accounted for the majority of the sales (38.50%), with Timeshare sales in the second position of highest sales (21.64%) subject to the tax. Condominium sales were in third position with sales (21.59%) in sales level for the year.
- October 2019 churn was 17.61% above October 2018.

Continuing Items of Note:
- 2019 Real Estate Transfer Tax budget is based upon the monthly distribution for 2017.

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 YTD</th>
<th>2019 YTD</th>
<th>% change</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>$ 51,698</td>
<td>$ 431,082</td>
<td>733.85%</td>
<td>7.30%</td>
</tr>
<tr>
<td>Condominium</td>
<td>1,240,804</td>
<td>1,275,620</td>
<td>2.81%</td>
<td>21.59%</td>
</tr>
<tr>
<td>Timeshare</td>
<td>1,068,199</td>
<td>1,278,626</td>
<td>21.70%</td>
<td>21.64%</td>
</tr>
<tr>
<td>Single Family</td>
<td>1,933,515</td>
<td>2,275,247</td>
<td>17.67%</td>
<td>38.50%</td>
</tr>
<tr>
<td>Townhome</td>
<td>526,171</td>
<td>490,001</td>
<td>-6.87%</td>
<td>8.29%</td>
</tr>
<tr>
<td>Vacant Land</td>
<td>244,069</td>
<td>158,406</td>
<td>-35.10%</td>
<td>2.68%</td>
</tr>
<tr>
<td>Total</td>
<td>$ 5,064,455</td>
<td>$ 5,908,982</td>
<td>16.68%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

*YTD as of October 31st

New Items of Note:

- Revenue for the month of October was behind prior year by 9.90%, and behind monthly budget by $71,021.
- Year to date, revenue is ahead of prior year by 16.68%, and has surpassed budget by $1,374,332.
- Single Family Home sales accounted for the majority of the sales (38.50%), with Timeshare sales in the second position of highest sales (21.64%) subject to the tax. Condominium sales were in third position with sales (21.59%) in sales level for the year.
- October 2019 churn was 17.61% above October 2018.

Continuing Items of Note:
- 2019 Real Estate Transfer Tax budget is based upon the monthly distribution for 2017.
These next two pages report on 2019 year-to-date financials for the General Fund. This area contains most "Government Services," such as public works, police, community development, planning, recreation, facilities, and administrative functions.

**General Fund Revenue:** At the end of October, the Town's General Fund was at 100.7% of YTD budget ($19.7M actual vs. $19.5M budgeted).

Property Tax collections are under budget due to timing and should catch up to budget as the year progresses.

Community Development is over budget due to building permit fees being over budget.

Public Works is over budget due to unbudgeted insurance recoveries. This revenue also has related expenses.

Recreation exceeded budget primarily in resident pass revenue, general admission, & ice rink facility rental.
The General Fund as of October 31, 2019 was at 131.1% of budgeted expense ($24.9M actual vs. $19.0M budgeted). The below graphs represent the cost of providing the services contained in this fund (Public Safety, Recreation, Public Works, Community Development, and Administration).

**Variance Explanations:**
The largest variance in the General Fund is the $6.3M purchase of the Breck Professional Building. This purchase was approved by Council and is slated to be included in the supplemental appropriation resolution, amending the 2019 budget. Fiber Infrastructure costs are also included in "Other" expenses. Without this purchase of the Breck Professional Building, General Fund expenditures would represent 97.7% of budget.

The main factor in departmental variances are differences in actual personnel costs falling below budgeted personnel costs.

Street & Parks are over budget due to extra snow hauling and the sod in the dog park. However, that is offset by the timing of Engineering/Architectural expenses, which are currently under the YTD budget.

Timing of large invoices also impact the YTD expenses. This is expected to even out as the year progresses.
## Combined Statement of Revenues and Expenditures
### All Funds October 31, 2019

### REVENUE

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>% of YTD Bud.</th>
<th>Annual Bud.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Governmental</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Gen/Excise/MMJ/Child Cr/Spec Prj</td>
<td>$36,761,063</td>
<td>$34,070,222</td>
<td>108%</td>
<td>$44,075,099</td>
</tr>
<tr>
<td>2 Special Revenue</td>
<td>$15,549,050</td>
<td>$34,160,289</td>
<td>46%</td>
<td>$44,088,147</td>
</tr>
<tr>
<td>3 Internal Service</td>
<td>$4,312,517</td>
<td>$4,365,729</td>
<td>99%</td>
<td>$5,218,094</td>
</tr>
<tr>
<td><strong>4 Subtotal General Governmental</strong></td>
<td>$56,622,630</td>
<td>$72,596,240</td>
<td>78%</td>
<td>$93,381,340</td>
</tr>
<tr>
<td><strong>5 Capital Projects</strong></td>
<td>$180,751</td>
<td>$35,615</td>
<td>508%</td>
<td>$43,000</td>
</tr>
<tr>
<td><strong>Enterprise Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Utility Fund</td>
<td>$5,812,294</td>
<td>$5,171,943</td>
<td>112%</td>
<td>$5,847,831</td>
</tr>
<tr>
<td>7 Golf</td>
<td>$2,920,981</td>
<td>$2,623,758</td>
<td>111%</td>
<td>$2,652,882</td>
</tr>
<tr>
<td>8 Cemetery</td>
<td>$31,557</td>
<td>$9,438</td>
<td>334%</td>
<td>$15,757</td>
</tr>
<tr>
<td><strong>9 Subtotal Enterprise Funds</strong></td>
<td>$8,764,831</td>
<td>$7,805,139</td>
<td>112%</td>
<td>$8,516,470</td>
</tr>
<tr>
<td><strong>10 TOTAL REVENUE</strong></td>
<td>$65,568,213</td>
<td>$80,436,994</td>
<td>82%</td>
<td>$101,940,810</td>
</tr>
<tr>
<td><strong>11 Internal Transfers</strong></td>
<td>$23,635,075</td>
<td>$23,401,064</td>
<td>101%</td>
<td>$44,064,984</td>
</tr>
<tr>
<td><strong>12 TOTAL REVENUE incl. x-fers</strong></td>
<td>$89,203,288</td>
<td>$103,838,058</td>
<td>86%</td>
<td>$146,005,794</td>
</tr>
</tbody>
</table>

### EXPENDITURES

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>% of Bud.</th>
<th>Annual Bud.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Governmental</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Gen/Excise/MMJ/Child Cr/Spec Prj</td>
<td>$29,759,031</td>
<td>$23,808,100</td>
<td>125%</td>
<td>$29,156,643</td>
</tr>
<tr>
<td>2 Special Revenue</td>
<td>$13,476,668</td>
<td>$14,119,819</td>
<td>95%</td>
<td>$17,762,345</td>
</tr>
<tr>
<td>3 Internal Service</td>
<td>$5,334,265</td>
<td>$3,749,498</td>
<td>142%</td>
<td>$4,428,842</td>
</tr>
<tr>
<td><strong>4 Subtotal General Governmental</strong></td>
<td>$48,569,964</td>
<td>$41,677,417</td>
<td>117%</td>
<td>$51,347,830</td>
</tr>
<tr>
<td><strong>5 Capital Projects</strong></td>
<td>$15,472,521</td>
<td>$25,634,355</td>
<td>60%</td>
<td>$25,634,355</td>
</tr>
<tr>
<td><strong>Enterprise Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Utility Fund</td>
<td>$20,542,061</td>
<td>$6,080,798</td>
<td>338%</td>
<td>$7,080,028</td>
</tr>
<tr>
<td>7 Golf</td>
<td>$2,016,482</td>
<td>$2,183,186</td>
<td>92%</td>
<td>$2,395,702</td>
</tr>
<tr>
<td>8 Cemetery</td>
<td>$0</td>
<td>$14,170</td>
<td>0%</td>
<td>$17,000</td>
</tr>
<tr>
<td><strong>9 Subtotal Enterprise Funds</strong></td>
<td>$22,558,543</td>
<td>$8,278,154</td>
<td>273%</td>
<td>$9,492,730</td>
</tr>
<tr>
<td><strong>10 TOTAL EXPENDITURES</strong></td>
<td>$86,601,028</td>
<td>$75,589,926</td>
<td>115%</td>
<td>$86,474,915</td>
</tr>
<tr>
<td><strong>11 Internal Transfers</strong></td>
<td>$23,635,075</td>
<td>$23,401,064</td>
<td>101%</td>
<td>$44,030,669</td>
</tr>
<tr>
<td><strong>12 TOTAL EXPENDITURES incl. x-fers</strong></td>
<td>$110,236,102</td>
<td>$98,990,990</td>
<td>111%</td>
<td>$130,778,584</td>
</tr>
<tr>
<td><strong>13 TOTAL REVENUE less EXPEND.</strong></td>
<td>($21,032,815)</td>
<td>$4,847,068</td>
<td>N/A</td>
<td>$15,227,210</td>
</tr>
</tbody>
</table>

**General Governmental Funds** - General, Excise, Child Care, Marijuana and Special Projects  
**Special Revenue Funds** - Marketing, Affordable Housing, Open Space, Conservation Trust, and Parking and Transportation  
**Internal Service Funds** - Garage, Information Technology (IT), and Facilities
The YTD breakdown of the revenue/expenses variances is as follows:

**Governmental Funds:**

**General Fund:**
- Revenue:  
  - Over budget by $200k. Please see General Fund Revenue page for more detail.
- Expense:  
  - Over budget by $5.9M. Excluding the purchase of the Breckenridge Professional Building, the fund is $400k under budget. See General Fund Expense page of this report for more details.

**Excise Fund:**
- Revenue:  
  - Ahead of budget by $2.6M - see Executive Summary or Tax Basics for more information.

**Special Revenue:**
- Revenue:  
  - Under budget due to budgeted financing for Breck 365, that is now scheduled not to occur in 2019. This variance will continue throughout the year.

**Capital Fund:**
- Revenue:  
  - Ahead of budget mostly due to investment income and unbudgeted rock royalties.
  - The Combined Statement does not include transfers (appx. $11.1M).
- Expense:  
  - Under budget due to timing of expenses that are budgeted at the beginning of the year. This will even out as the year progresses.

**Enterprise Funds:**

**Utility:**
- Revenue:  
  - Plant Investment Fees are below budget.
- Expense:  
  - Over 2019 budget due to timing of new water plant related expenses. However, this spending authority continues from the prior year and expenses are still below the appropriated amount.

**Internal Service Funds:**
- Expense:  
  - Over budget due to insurance recovery expenses for vehicle purchases and facility fund projects.

---

**Fund Descriptions:**

**General Governmental - General, Excise, Capital, Special Projects, Child Care, Marijuana**

**Special Revenue Funds - Marketing, Affordable Housing, Open Space, Conservation Trust, and Parking and Transportation**

**Enterprise Funds: Golf, Utility, Cemetery**

**Internal Service Funds - Garage, Information Technology (IT), and Facilities**
### The Short Term Rental Basics

#### Complaints Made by Type

<table>
<thead>
<tr>
<th>Complaint Type</th>
<th>Quarter 1</th>
<th>Quarter 2</th>
<th>Quarter 3</th>
<th>October</th>
<th>November</th>
<th>Total Calls</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking</td>
<td>15</td>
<td>6</td>
<td>15</td>
<td>4</td>
<td>2</td>
<td>42</td>
<td>30%</td>
</tr>
<tr>
<td>Trash</td>
<td>7</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>15</td>
<td>11%</td>
</tr>
<tr>
<td>Noise</td>
<td>24</td>
<td>4</td>
<td>28</td>
<td>1</td>
<td>3</td>
<td>60</td>
<td>43%</td>
</tr>
<tr>
<td>Nuisance</td>
<td>10</td>
<td>5</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>22</td>
<td>16%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>56</td>
<td>17</td>
<td>51</td>
<td>10</td>
<td>5</td>
<td>139</td>
<td>100%</td>
</tr>
</tbody>
</table>

*“Nuisance” includes complaints not concerning Parking, Trash, or Noise.*

#### The Short Term Rental Basics

- **New Items of Note:**
  - VRBO will begin collecting and remitting Breckenridge sales and accommodations tax for hosts on January 1, 2020.
  - Annual renewal billing occurred in November.

- **Continuing Items of Note:**
  - Airbnb will begin collecting and remitting Breckenridge sales and accommodations tax for hosts on October 1, 2019.
  - Airbnb sales fall into all management categories.
  - Certain timeshares, such as Wyndham, Woods Manor, French Corner, and French Ridge, are filed on consolidated returns under Other Management Companies.
  - Total active licenses fluctuates throughout the year. We use the number of active licenses on January 1 to determine annual number of licenses.
  - STR Helper Hotline began accepting calls on January 1, 2019.
  - The number to lodge a complaint is (970)-368-2044.

*November #s are as of 11/15/2019*
Memo

To: Breckenridge Town Council Members
From: Deric Gress, Assistant Chief of Police
Date: 11/19/2019
Subject: Marijuana House Bills 19-1230 and 19-1234; concerning marijuana hospitality establishments and allowing delivery of regulated marijuana by regulated marijuana sellers.

HB 19-1230 created two types of licensed establishments for onsite consumption of marijuana or marijuana products. In jurisdictions where retail marijuana sales are already authorized the act authorizes two distinct classes of licensing:

- Marijuana hospitality establishment license- Allows consumption of marijuana onsite but includes no onsite sales.
- Retail marijuana hospitality and sales establishment license- Allows onsite sales of retail marijuana, retail marijuana concentrate, and retail marijuana products for onsite consumption.

The law explicitly allows local governments to require additional or more stringent requirements than those in statute/rule. The bill also allows local jurisdictions to exempt these businesses from the Colorado Clean Indoor Air Act (which may necessitate additional ventilation requirements). While the smoking of marijuana within a hospitality establishment may be allowed by a local government, the consumption of nicotine products and alcohol is prohibited in these hospitality businesses. The law also requires the Marijuana Enforcement Division (MED) to maintain a list of all hospitality businesses on its website. Finally, the law allows Retail Food Establishments (restaurants) to apply for and operate a Hospitality Business in an isolated portion of its premises, subject to terms and conditions.

Licenses may begin to be issued on January 1, 2020.

HB 19-1234 allows for the sale and delivery of marijuana to private residences. The law is designed to “phase-in” this delivery process, with medical marijuana deliveries starting on January 1, 2020, and then allowing retail marijuana deliveries to begin on January 1, 2021. Under the bill, “private residences” is defined as private premises where a person lives, and excludes premises located at a school or on the campus of an institution of higher education, or any other public property. The law prohibits more than one delivery per day to a residence. In addition to any local and state taxes collected, the law also requires a $1 surcharge on each delivery, with the moneys going to local law enforcement to help defray additional law enforcement costs.

Neither HB 19-1230 nor HB 19-1234 apply to the Town unless specifically authorized by either Council ordinance or local election. Both new laws allow the electors of the Town to submit a petition to opt-in to either (or both) of the new laws. Both laws require such a petition to be signed by not less than 15% of the registered electors of the Town. The Town Clerk advises that valid signatures from at least 675 registered electors would be required to put a question before the voters.

Tim Berry and I will be present at the work session on Tuesday, November 26th to answer any questions.
Memo

To: Breckenridge Town Council Members
From: Nichole Rex
Date: 11/20/2019 (for November 26th meeting)
Subject: McCain Housing Project Update and Discussion

During the November 26th work session, Kimball Crangle with Gorman & Company along with staff will be presenting an update on the progress of the McCain Housing Project. This will include an update of the project program and site layout (Exhibit 2), financing and cost of project, and current project timeline. This discussion will also include a “Plan B” for the project if the project is not awarded the 9% Low Income Housing Tax Credits. This memo provides information on the elements of the project that will be discussed during the work session.

In August, staff received proposals for the development of the McCain Housing Site. After conducting interviews, the interview committee selected Gorman & Company as the developer for the project. Their proposal includes 80 apartments on the 4-acre McCain parcel that will be rented at 60% AMI and below. To achieve these low rents, the developer is preparing an application for 9% Low Income Housing Tax Credits (LIHTC) that are awarded each year by the Colorado Housing and Finance Authority (CHFA).

The application for 9% LIHTC is very competitive and the developer has notable experience in submitting successful applications. The application has an extensive checklist and each project submitted is required to show compliance. One important item is showing that the developer has site control. To achieve this, the Town intends to enter into a ground lease agreement with Gorman & Company. This ground lease will specify that the Town will remain the owner of the land and Gorman & Company will own the site improvements (i.e. buildings). Staff will be bringing a Resolution to Town Council on December 10th for the approval of the Development Management Agreement with Gorman & Company that will demonstrate control of the land by Gorman & Company for the LIHTC Application Submission.

In addition to approximately $13 million in LIHTC equity, the developer will be utilizing other sources of financing including a conventional first mortgage, construction debt, a Division of Housing second, and a $3.2 million loan (approximate) from the Town of Breckenridge. This support from the Town is both critical for the competitiveness of LIHTC application and overall success of the project. Another financial aspect of the project is the DOLA grant application to support a net zero ready development. This grant would support the project’s sustainability goals to ultimately achieve a pathway toward a net zero project. These sources of financing will be combined to finance the project with an estimated total project cost of approximately $26,000,000. Additional off-site work will be required by the Town to prepare the site for development including grading work and utilities. The cost for this has not yet been finalized.

The LIHTC award along with the Water Treatment Plant impact the project schedule. The timeline on Exhibit 1 displays the project schedule based on receiving the 9% LIHTC award and the Water Treatment Plant construction completion in August 2020. Using the preferred project plan, site grading and utility work would begin in August of 2020, vertical construction would begin in spring of 2021, and the project would be complete in winter of 2022. If the project does not receive the 9% LIHTC for 2020, the project schedule is anticipated to shift forward 6 months.

Staff looks forward to updating the Council on the status of the McCain Housing Project and receiving your feedback during the November 26th work session.
Exhibit 1. PROJECT TIMELINE WITH 9% LIHTC AWARD

- **2019 October**
  - Gorman Selected as Developer

- **2019 August**
  - RFP proposals submitted

- **2019 December**
  - 1st - Grant Application to DOLA
  - 2nd - Letter of Intent to CHFA
  - 3rd - Sustainability Charrette
  - 10th - Resolution to enter into Development Management Agreement with Gorman

- **2020 February**
  - LIHTC Application due to CHFA

- **2021 Summer**
  - Site Work Begins
  - Grading and Utilities

- **2022**
  - PROJECT COMPLETE
  - Winter

- **2022 Spring**
  - Secure Building Permits and Financing.
  - BEGIN VERTICAL CONSTRUCTION

- **2022 June**
  - LIHTC Award Announcement

*If we are not awarded the 9% LIHTC, we will apply for the 4% State and 4% LIHTC in July. This will shift the schedule about 6 months.*
Exhibit 3. Apartment Mix

<table>
<thead>
<tr>
<th>Income Level</th>
<th>Type of Unit</th>
<th># of Units</th>
<th>Actual Rent per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>1 Bed 1 Bath</td>
<td>3</td>
<td>$438</td>
</tr>
<tr>
<td>50%</td>
<td>1 Bed 1 Bath</td>
<td>8</td>
<td>$772</td>
</tr>
<tr>
<td>60%</td>
<td>1 Bed 1 Bath</td>
<td>18</td>
<td>$939</td>
</tr>
<tr>
<td>30%</td>
<td>2 Bed 1 Bath</td>
<td>1</td>
<td>$520</td>
</tr>
<tr>
<td>50%</td>
<td>2 Bed 1 Bath</td>
<td>7</td>
<td>$921</td>
</tr>
<tr>
<td>60%</td>
<td>2 Bed 1 Bath</td>
<td>19</td>
<td>$1,122</td>
</tr>
<tr>
<td>50%</td>
<td>3 Bed 2 Bath</td>
<td>2</td>
<td>$1,064</td>
</tr>
<tr>
<td>60%</td>
<td>3 Bed 2 Bath</td>
<td>4</td>
<td>$1,296</td>
</tr>
<tr>
<td>Employee</td>
<td>2 Bed 1 Bath</td>
<td>2</td>
<td>$1,500</td>
</tr>
<tr>
<td></td>
<td>1 Bed 1 Bath</td>
<td>7</td>
<td>$939</td>
</tr>
<tr>
<td></td>
<td>2 Bed 1 Bath</td>
<td>7</td>
<td>$1,122</td>
</tr>
<tr>
<td></td>
<td>3 Bed 2 Bath</td>
<td>2</td>
<td>$1,296</td>
</tr>
</tbody>
</table>

*57 apartments will be rented at 60% AMI, 17 apartments will be rented at 50% AMI, and 4 apartments will be rented at 30% AMI. There will be two employee units on site. The units in blue text will be rented at 60% AMI rental rates, but will not have set income testing requirements.*
Memo

To: Town Council
From: Jeremy Lott, AICP, Planner II
Date: November 20, 2019 (for meeting of November 26, 2019)
Subject: Worksession: Subdivision Code Update; PL-2019-0293

The Subdivision Code received its last substantial update in 1992 with some minor modifications since then. On August 6th and October 15th, worksessions were held with the Planning Commission to discuss updating the Code. The first worksession mainly focused on issues with site disturbance envelopes including the size, shape, and location of envelopes. The second worksession included specific code language modifications proposed within the subdivision standards.

The majority of proposed modifications include updates to the Site Disturbance Envelope language, including envelope modifications and relocations. Grammar and some definitions are also included in the update. A Site Disturbance Envelope is a boundary line drawn onto individual lots that limits the overall disturbance on the property by requiring that all improvements be located within it, with the exception of approved driveway access. Over the past year several applications for envelope modifications have been submitted. Since there are no codified standards addressing these envelope modification applications, staff is proposing updates to the code so we have some clear criteria for what is appropriate regarding these modifications (e.g., overall size of the envelope should not increase).

The proposed updated code text also addresses sustainability by allowing some solar arrays and wind turbines outside of site disturbance envelopes. These installations will still be subject to the standards of the Development Code for placement and screening.

Staff would like to hear any questions, comments or concerns from the Council at this time. Based on the Council’s feedback, the Subdivision Code update will return to Council as First and Second Readings at a future date.
Chapter 2
SUBDIVISION STANDARDS

9-2-1: GENERAL PROVISIONS:

9-2-1-1: TITLE:

9-2-1-2: PURPOSE:

9-2-1-3: AUTHORITY:

9-2-1-4: JURISDICTION:

9-2-1-5: INTERPRETATION, CONFLICT AND SEPARABILITY:

9-2-1-6: SAVING PROVISION:

9-2-1-7: AMENDMENTS:

9-2-1-8: CONDITIONS:

9-2-1-9: RESUBDIVISION OF LAND:

9-2-1-9-1: VACATION OF LOT LINES:

9-2-1-10: VARIANCES:

9-2-1-10-1: NONCONFORMING LOTS:

9-2-1-11: ENFORCEMENT, VIOLATIONS AND PENALTIES:

9-2-1-12: NOTICE OF PUBLIC HEARINGS AT PLANNING COMMISSION MEETINGS:

9-2-1-13: TIME LIMIT ON AN APPROVED SUBDIVISION DEVELOPMENT PERMIT APPLICATION; VESTED PROPERTY RIGHTS:

9-2-1-14: WAIVER OF REQUIREMENTS:

9-2-2: DEFINITIONS:

9-2-3: PROCESS:

9-2-3-1: CLASS A SUBDIVISION APPLICATION:

9-2-3-2: CLASS B SUBDIVISION APPLICATION:

9-2-3-3: CLASS C SUBDIVISION APPLICATION:

9-2-3-4: CALL UP PROCESS:

9-2-3-5: SUBDIVISION FINAL PLAT APPROVAL AND RECORDATION:

9-2-3-6: ASSURANCE OF COMPLETION AND MAINTENANCE OF IMPROVEMENTS:
This chapter shall be known as the BRECKENRIDGE SUBDIVISION STANDARDS. (Ord. 23, Series 1992)

The purpose of this chapter is to promote and protect the community's public health, safety, and welfare by providing the Town with an efficient and orderly mechanism for:

A. Regulating the subdivision, platting, and replatting of land and structures within the Town;
B. Reviewing, approving and recording plats associated with the subdivision of land or structures;

C. Providing assurances for the completion and maintenance of subdivision improvements;

D. Assuring that all public improvements are completed or guaranteed to be complete prior to the sale of any lots or parcels;

E. Approving and accepting fees in lieu of dedications of land for public purposes where provided for by this chapter;

F. Reviewing, approving, and accepting the location and dedication of land for public uses; (Ord. 23, Series 1992)

G. Assuring that all subdivisions, plats, and dedications of land are in conformance with the Breckenridge Comprehensive Plan, Land Use Guidelines, Handbook of Design Standards, Urban Design Plan, street standards, storm drainage standards, flood damage prevention regulations, water quality and sediment transport control standards, Breckenridge Development Code; (Ord. 13, Series 2012)

H. Ensuring that the community has the ability to provide adequate public services to the property including access, utilities, police and fire protection;

I. Ensuring that proper public access is provided to all subdivisions; and thereby securing for the present and future residents of the Town the beneficial effects of the subdivision of land and structures, while protecting the community against actions that would deteriorate the quality of the natural and manmade environment. (Ord. 23, Series 1992)

9-2-1-3: AUTHORITY:

The Town Council hereby finds, determines, and declares that it has the power to adopt the Breckenridge subdivision standards pursuant to sections 29-20-104, 31-23-213 and 31-23-214, Colorado Revised Statutes, and the powers granted to home rule municipalities in Colorado by article XX of the Colorado constitution. (Ord. 23, Series 1992)

9-2-1-4: JURISDICTION:

A. This chapter shall apply to all subdivisions, including resubdivisions, of land and structures located within the corporate limits of the Town.

B. No land or structure shall be subdivided within the Town until the subdivider has:

1. Submitted an application and necessary supporting data to the Town.

2. Obtained approval of the subdivision by the Town, as provided in this chapter.

3. Recorded the approved plat.

C. No person shall transfer, convey or sell any parcel or unit before a plat of such subdivision has been approved by the Town and recorded in accordance with the provisions of this chapter. (Ord. 23, Series 1992)

9-2-1-5: INTERPRETATION, CONFLICT AND SEPARABILITY:
Conflict with public and private provisions:

A. Public Provisions: This chapter is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. Where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive or the higher standards shall control.

B. Private Provisions: This chapter is not intended to abrogate any easement, covenant or any other private agreement or restriction, provided that where the provisions of this chapter are more restrictive or impose higher standards or regulations than such easement, covenant, or other private agreement or restriction, the requirements of this chapter shall govern.

C. Separability: If any part or provision of this chapter or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of the chapter or the application thereof to other persons or circumstances. The Town Council hereby declares that it would have passed this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid. (Ord. 23, Series 1992)

9-2-1-6: SAVING PROVISION:

This chapter shall not be construed as:

A. Abating any action now pending under, or by virtue of, prior existing subdivision regulations; or

B. Discontinuing, abating, modifying any penalty accruing or about to accrue under prior existing subdivision regulations; or

C. Affecting the liability of any person under prior existing subdivision regulations; or

D. Waiving any right of the Town under any section or provision existing at the time of adoption of this chapter; or

E. Vacating or annulling any rights obtained by any person except as shall be expressly provided for in this chapter. (Ord. 23, Series 1992)

9-2-1-7: AMENDMENTS:

The Town Council may from time to time amend these subdivision standards in the manner prescribed by the provision of article V of the Breckenridge Town Charter now or hereafter amended. (Ord. 23, Series 1992)

9-2-1-8: CONDITIONS:

The Town Council, Planning Commission, and Director have the authority to approve a subdivision plan upon such terms and conditions as may reasonably be necessary to protect the public health, safety, and welfare, and the subdivider has the duty to comply with all such conditions laid down by the Town for the design, dedication, improvement, and restrictive use of the land so as to ensure the project conforms to the purposes herein, and the Town's Comprehensive Plan. (Ord. 23, Series 1992)
9-2-1-9: RESUBDIVISION OF LAND:

A. Procedure For Resubdivision: For any proposed "resubdivision" of land as defined by this chapter, a plan shall be reviewed for approval by the Town utilizing the same procedures, rules, and regulations as for a subdivision.

B. Procedures For Subdivision Where Future Development Parcels Exist: Where a parcel of land is subdivided and the subdivision plan indicates that one or more portions of the parcel will not be subdivided into individual building lots, but will be retained for future subdivision and development, the subdivision shall be designed and the remnant parcels located in such a manner that allows for the future extension of streets, trails and utilities.

C. Limitation On Resubdivision: No lot located within a single-family residential subdivision outside of the Conservation District shall be resubdivided if the result would be the creation of more lots than existed prior to the resubdivision. Exception: A resubdivision to create duplexes, townhomes or condominiums is exempt from this prohibition when done pursuant to an approved subdivision plan.

D. Easements: It shall not be necessary to resubdivide a lot, tract or parcel solely to extinguish or modify the location of a publicly owned easement shown on a subdivision or resubdivision plat. Such easement may be extinguished or modified by an appropriate written agreement approved by the Director and the Town Attorney. (Ord. 41, Series 2006)

9-2-1-9-1: VACATION OF LOT LINES:

Buildings and other improvements that extend across property lines create undesired non-conforming situations respecting setbacks, etc., that should be corrected. Development applications involving properties under a single ownership that contain multiple subdivided lots may be required by the Town to abandon lot lines that are internal to the exterior lot lines of the property ownership, where the lot line abandonment is necessary to address improvements that encroach onto the adjacent property under the same ownership. (Ord. 1, Series 2019)

9-2-1-10: VARIANCES:

A. General: Where the Town finds that extraordinary hardships will result from strict compliance with the provisions of this chapter, it may approve variances so that substantial justice may be done and the public interest secured, provided that such variance shall not have the effect of nullifying the basic intent and purpose of this chapter, and further provided the Town shall not approve variances unless it makes findings based upon the evidence presented to it in each specific case that:

1. The granting of the variance will not be detrimental to the public safety, health, or welfare, or have a significant adverse effect on any adjacent property;

2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property;

3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the regulations found in this chapter are carried out;
4. The granting of the variance will not in any manner conflict with the general goals, policies and provisions of the town's Comprehensive Plan or Development Code;

5. The unique circumstances associated with the property were not created by the applicant or anyone in privity to the applicant; and

6. The variance granted does not depart from the provisions of this chapter more than necessary to alleviate the hardship. (Ord. 23, Series 1992)

9-2-1-10-1: NONCONFORMING LOTS:

A. It is the intent of this chapter to allow for a nonconforming lot to be built upon or used provided that the lot meets the requirements of this section.

B. A nonconforming lot may be built upon or used only if:

1. The nonconforming lot was not created in violation of the town's subdivision regulations which were in effect at the time the lot was created; and

2. A development permit for the proposed development of the lot is obtained pursuant to the Development Code.

C. If a nonconforming lot is resubdivided, it shall be brought into compliance with the requirements of this chapter to the extent possible.

D. A lot which is created in violation of this chapter, or which was created in violation of earlier town subdivision regulations, shall not be considered to be a nonconforming lot. No such lot shall be built upon or used unless the lot is brought into compliance with the requirements of this chapter. (Ord. 41, Series 2002)

9-2-1-11: ENFORCEMENT, VIOLATIONS AND PENALTIES:

A. General: It shall be the duty of the director to enforce this chapter and to bring to the attention of the town attorney any violation or lack of compliance herewith.

B. It is an "infraction", as defined in section 1-3-2 of this code, for any person to violate any of the provisions of this chapter. Every person found liable for violating any provision of this chapter shall be punished as provided in section 1-4-1-1 of this code. (Ord. 16, Series 2000)

C. Additional Remedies: The town council may further institute, in addition to other remedies provided by law, such equitable proceeding, including, but not limited to, injunctions, mandamus, abatement or other appropriate action or proceedings as may be necessary to effect compliance with the provisions of this chapter. In addition to other remedies available to the town, the town may commence an action pursuant to section 1-8-10 of this code to enjoin the alleged violation of any provision of this chapter. (Ord. 7, Series 2001)

D. Subdivision In Violation: No development or building permit shall be issued for the construction of any building, structure, improvement, or other development located on a lot or parcel which has been subdivided in violation of the provisions of this chapter. (Ord. 23, Series 1992)
DE. Injunctive Relief: The Town shall have the authority to bring an action in a court of competent jurisdiction for injunctive relief to enforce any plat restriction, plat note, plat map, master plan, or planned unit development agreement, and for damages arising out of failure to adhere to any such plat restriction, plat note, plat map, master plan or planned unit development agreement. (Ord. 24, Series 1994)

9-2-1-12: NOTICE OF PUBLIC HEARINGS AT PLANNING COMMISSION MEETINGS:

A. Preliminary Hearings; Class A And Class B Subdivision Applications: Notice of preliminary hearings for all class A and class B subdivision applications shall consist of the following:

1. A notice containing the following information:
   a. The date, time, and place of the hearing.
   b. A general description of the property (address).
   c. The purpose of the hearing.
   d. Where additional information may be obtained.
   e. A description of the request.

2. Notice shall be provided by the following means: (Ord. 6, Series 1993)
   a. The notice shall be posted on or outside the southerly front door of the Town Hall not less than twenty four (24) hours before the hearing. Inclusion of such notice within the posted Planning Commission agenda shall be sufficient to meet the requirements of this section. (Ord. 10, Series 1996)
   b. The notice shall be posted on the property by the Town not less than eleven (11) days, nor more than eighteen (18) days, prior to the Planning Commission hearing.
   c. Notice shall be mailed by first class mail to all property owners whose property lies within three hundred feet (300') of the subject property not less than eleven (11) days, nor more than eighteen (18) days, prior to the Planning Commission hearing. (Ord. 6, Series 1993)

B. Public Hearings; Class A And Class B Subdivision Applications: Notice of a public hearing for all class A and class B final subdivision applications shall consist of the following:

1. A notice containing the following information:
   a. The date, time, and place of the hearing.
   b. A general description of the property (address).
   c. The purpose of the hearing.
   d. Where additional information may be obtained.
   e. A description of the request. (Ord. 23, Series 1992)
2. Notice shall be provided by the following means: (Ord. 6, Series 1993)

a. The notice shall be posted on or outside the southerly front door of Town Hall not less than twenty four (24) hours before the hearing. Inclusion of such notice within the posted Planning Commission agenda shall be sufficient to meet the requirements of this section. (Ord. 10, Series 1996)

b. The notice shall be posted on the property by the Town not less than eleven (11) days, nor more than eighteen (18) days, prior to the Planning Commission hearing.

c. Notice shall be mailed by first class mail to all property owners whose property lies within three hundred feet (300') of the subject property not less than eleven (11) days, nor more than eighteen (18) days, prior to the Planning Commission hearing. (Ord. 6, Series 1993)

C. Public Hearings; Class C Subdivision Applications: A Class C subdivision application shall be processed as an administrative review conducted by the Director. No public hearing shall be required. (Ord. 2, Series 2003)

D. Site Visits: Notice of a site visit by the Town Council or Planning Commission shall be given in either of the following manners:

1. When the time and place for a site visit is scheduled at a Town Council or Planning Commission hearing, the Planning Commission Chairman, mayor or Community Development Director shall announce the time, place and general nature of the site visit during the hearing on the application, prior to taking up the next agenda item. (Ord. 23, Series 1992)

2. When the time and place for a site visit is scheduled outside of a Town Council or Planning Commission hearing, the time, place, and general nature of the site visit shall be posted on or outside the southerly front door of Town Hall not less than twenty four (24) hours before the site visit. Inclusion of such notice within the posted Planning Commission agenda shall be sufficient to meet the requirements of this section. (Ord. 10, Series 1996)

3. Nothing herein shall require notice for site inspections by an individual Town Council or Planning Commission member outside of the hearing process. (Ord. 23, Series 1992)

E. General Notice Procedures:

1. Failure of a person to receive the notice described in this section shall not impair the validity of the hearing.

2. The notice provisions of this section shall not restrict the giving of notice by other means.

3. Planning Commission decisions called up by the Town Council shall be noticed in the same manner as required for final hearings.

4. Notice to multi-unit properties represented by a condominium or homeowners' association or management agency may be made to the association or management agency, rather than to each individual owner. (Ord. 6, Series 1993)
9-2-1-13: TIME LIMIT ON AN APPROVED SUBDIVISION DEVELOPMENT PERMIT APPLICATION; VESTED PROPERTY RIGHTS:

A. Class C Subdivision: Development permits for Class C subdivisions shall be valid for a period of only eighteen (18) months after the date of the approval of the planning commission decision by the town council, unless otherwise authorized by the provisions of this chapter.

B. Class A Or B Subdivisions (Site Specific Development Plans): Development permits for Class A and Class B subdivisions shall be valid for a period of three (3) years after the date of the approval by the town council, unless otherwise authorized by the provisions of this chapter. Vested property rights for Class A and Class B subdivision approvals shall be established and administered under the provisions of this section.

1. Vested Property Right Created: A vested property right for a subdivision shall be deemed to have been created only upon the approval by the town council of a site specific development plan in accordance with this section.

2. Notice And Hearing: No site specific development plan shall be approved until after a public hearing preceded by notice. In all cases, such hearing shall be held before the planning commission in connection with the normal development application process. In those instances where the decision of the planning commission is called up, a second hearing, also preceded by notice, shall be held before the town council. At all such hearings interested persons shall have an opportunity to be heard.

3. Notice Of Approval:
   a. Each development permit which constitutes a site specific development plan for a subdivision shall contain the following language:

   Issuance of this development permit constitutes a vested property right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

   The failure of the development permit to contain such language shall invalidate the creation of the vested property right.

   b. A notice generally describing the type and intensity of the use approved, the specific parcel or parcels or property affected, and stating that a vested property right has been created shall also be published once by the town in a newspaper of general circulation in the town not more than fourteen (14) days after the approval of the issuance of the development permit which gives rise to the vested property right.

4. Duration Of Vested Right: Subject to the provisions of subsection B6 of this section, all vested rights with respect to any Class A or B subdivision shall terminate and expire at the end of three (3) years from the date of the approval by the town council of the development permit for such subdivision. The vested property rights for a subdivision may be extended in the manner provided in subsection B9 of this section. For those development permits for which vested property rights are created pursuant to this section, the duration of the development permit and the duration of the vested property rights are the same, and the extension of the vested rights is limited to the period of time permitted for the development permit.
property rights also operates to extend the development permit for so long as such vested property rights continue to exist pursuant to this section.

5. Phasing Of Subdivisions: If a subdivision is proposed to be constructed in phases, such phasing shall be considered by the Planning Commission and, if phasing is approved, the duration of the development permit and the vested property rights for such subdivision shall be as provided in the development permit.

6. Execution Of Development Permit: Within twenty one (21) days following approval of a site specific development plan the Town shall prepare and mail or hand deliver to the applicant a development permit for the approved subdivision. Within thirty (30) days following the mailing of the development permit the applicant shall execute and return the development permit to the Town. Failure to execute and return the development permit within such time period shall operate as a waiver of all vested property rights with respect to the subdivision, and the duration of the permit shall be as provided in subsection A of this section, without the benefit of any vested property rights.

7. Other Provisions Unaffected: Approval of a site specific development plan shall not constitute an exemption or waiver of any other provisions of this code pertaining to the development and use of property.

8. Amendment To Site Specific Development Plan: In the event an amendment to a site specific development plan is proposed and approved, the effective date of such amendment for the purpose of determining the duration of a vested property right shall be date of the approval of the original development permit which gave rise to the vested property rights for the subdivision, unless the Town Council specifically finds to the contrary and incorporates such finding into its approval of the amendment.

9. Extension Of Vested Property Right: A development permit and the vested property rights for such subdivision may be extended by the Planning Commission for Class A Applications or by the Director for Class C Applications. An application for an extension shall be made in writing to the Director, and shall include such submittal information as the Director may require. Such application must be received at least thirty (30) days but no earlier than four (4) months prior to the expiration of the development permit. An application for an extension which is received within the specified time period shall extend the development permit and the vested property rights for such subdivision until such application is finally determined, and an application for extension shall be considered even though, at the time of such consideration, the development permit would have otherwise expired. Failure to submit a written request for extension within the specified time period shall cause the development permit and the vested property rights for such subdivision to expire in three (3) years as provided in subsection B4 of this section. An extension application shall be classified and processed one classification lower than the classification of the development permit which gave rise to the vested property rights for the subdivision. The Planning Commission may approve the requested extension, deny the requested extension or approve the requested extension with conditions. If an extension is granted, the Planning Commission shall fix the period of extension which may be up to and including a period of three (3) years.
10. Effect Of Termination Of Vested Property Right On Public Rights Of Way: The termination of a vested property right shall have no effect upon public streets, alleys or rights of way previously dedicated with respect to such subdivision. (Ord. 19, Series 1993)

11. Development Agreements: The Town Council may, by development agreement, provide that a property right shall be vested for a period exceeding three (3) years when warranted in light of all relevant circumstances including, but not limited to, the size and phasing of the development, economic cycles and market conditions. In such development agreement the Town Council may also designate an approval other than that described in this section as a site specific development for a specific subdivision. (Ord. 3, Series 1999)

9-2-1-14: COMPUTATION OF TIME:

(Rep. by Ord. 8, Series 2003)

9-2-1-154: WAIVER OF REQUIREMENTS:

Notwithstanding any provisions contained herein to the contrary, the Director or Planning Commission may waive any of the procedural or substantive requirements of this chapter if such requirement creates an undue hardship on a particular application or is irrelevant to the scope or location of the subdivision proposal in question and the Director or Commission incorporates such a finding into the final decision or permit. (Ord. 23, Series 1992)

9-2-2: DEFINITIONS:

For the purpose of this chapter, certain terms or words shall be as defined below. Words in the present tense include the future, the singular number includes the plural and vice versa. The word "shall" is mandatory and the word "may" is permissive.

ALLEY: A dedicated service right of way providing a secondary access to abutting properties.

APPROVAL BY TOWN COUNCIL: The approval by the Town Council of the issuance of a development permit for a subdivision, either by affirmation of the decision of the Planning Commission, or following a call up procedure held in accordance with section 9-2-3-4 of this chapter.

AREA OF CONCERN: A hillside or ridgeline which is visible from either: a) Highway 9; b) the core of Town; c) public parks; d) the Breckenridge golf course; or e) other areas of the Town which are view corridors.

BLOCK: A grouping of lots bounded by streets or other defining elements such as public property, stream bank, or other physical or legal features.

BLOCK LENGTH: The distance between intersections of through streets, measured between the right of way lines of the intersecting streets, which distance is the longest dimension of a block.

BOND: A type of security or collateral posted by the subdivider and approved by the town attorney which guarantees that all required improvements shall be completed and/or maintained as per the
approved plans and requirements of this chapter.

BUILDING FOOTPRINT LOT: A lot the boundaries of which approximate the exterior walls of a building or a portion of a building, and designated as "building footprint lot" on a subdivision plat.

CALL UP: Action of the Council to vacate a decision of the Planning Commission made pursuant to this chapter, and to make that decision itself.

CLASS A SUBDIVISION: A subdivision of land which will result in six (6) or more lots, parcels and/or tracts, or which includes a total of six (6) or more acres of land, and any Class B subdivision requiring a variance.

CLASS B SUBDIVISION: A subdivision of land which will result in less than six (6) lots, parcels and/or tracts, and includes less than six (6) acres of land; any Class C subdivision requiring a variance; or any other subdivision not specifically classified as either a Class A subdivision or a Class C subdivision. Subdivisions that normally fall into this classification include the development of public lands, and development on slopes greater than fifteen percent (15%). Class B subdivisions of an unusual nature may be reclassified as Class A subdivisions at the discretion of the Director.

CLASS C SUBDIVISION: A subdivision of structure(s) into separate units of interest, including, but not limited to, condominiums, timeshare interests, cooperatives, townhouses, footprint lots in conjunction with an approved master plan, and duplexes when done in accordance with a previously approved subdivision plan, site plan, development permit or site specific development plan; the modification or deletion of existing property lines resulting in the creation of no additional lots (lot line adjustment); an amendment to a subdivision plat or plan which does not result in the creation of any new lots, tracts or parcels; or the platting or modification of easements, building envelopes or site disturbance envelopes. A Class C subdivision application may be reclassified by the Director as either a Class A or Class B subdivision application within five (5) days following the submission of the completed application if the Director determines that the application involves issues which make it inappropriate for the application to be processed administratively as a Class C application.

CLASSIFICATION: A particular classification that a subdivision application may be placed in for review under the provisions of this chapter. In those instances where a subdivision application does not fall under one of the three (3) classifications, the Director shall place the application where he deems appropriate. The Director shall also have the right to move a project to a higher or lower classification if he feels the purpose of this chapter would best be served by the reclassification. He must reclassify an application within five (5) days of receipt of the application.

COMMUNICATION: A utility that includes, but is not limited to, fiber and telephone.

COMPREHENSIVE PLAN: The overall long range plan for the future development of the Town which includes goals and policies, future land use, transportation and community facilities plans, as might be adopted and amended from time to time. May also be called the Breckenridge Comprehensive Plan.
DAYS: Refers to calendar days rather than working days.

DE NOVO HEARING: A hearing where the decision is based on the testimony presented at the hearing and not the testimony or record of any preceding hearings.

DEDICATION: The devotion of land to a public use by the owner manifesting the intention that it shall be accepted and used presently or in the future for a public purpose.

DEVELOPMENT: Any change in the actual use of land or improvements thereon, including, but not limited to, the construction of any improvements which require a development permit as required in Chapter 1 of Title 9 of this Code or a building permit as required in Chapter 1 of Title 8 of this Code.

DEVELOPMENT AGREEMENT: An agreement entered into by the Town and the subdivider pursuant to Chapter 9 of this Title prior to or concurrently with the approval of a subdivision. The agreement specifies development requirements including the responsibility for, and the timing of, infrastructure improvements and public facilities, dedications, fees and remedies in the event obligations are not met, in exchange for the Town foregoing the right to change the rules of development, thereby vesting the development for a period exceeding the standard three (3) year period specified elsewhere in this code.

DIRECTOR: The Director of Breckenridge Development or the Director's authorized representative.

EASEMENT: A right granted to use land owned by another for a special limited purpose.

ENGINEER: A registered, professional, civil engineer authorized to practice engineering in the state of Colorado.

EROSION: The detachment and movement of soil or rock fragments by water, wind, ice or gravity.

FLOODPLAIN: The area of land adjoining the channel of a river, stream or other similar body of water which may be inundated by a flood that can be reasonably expected to occur. The floodplain includes all the lands within the limits of the 100-year floodplain as defined by the federal emergency management agency.

GRADING: Any excavating, grubbing, filling (including hydraulic fill) or stockpiling of earth materials or any combination thereof.

IMPROVEMENT(S): All things constructed or placed within the subdivision, including, but not limited to, the following:

A. Roads, streets, alleys, driveways, accessways, entrances into rights of way, street signs and lights, and other street furniture.

B. Grading, creation of slopes, retaining walls and monuments.

C. Sidewalks, crosswalks, pedestrian paths, and bicycle paths.
D. Curbs, gutters, and curb returns.

E. Water mains, utility pipes, and utility conduit lines.

F. Sodding, landscaping, tree planting, irrigation improvements, and erosion control measures.

LOT: A plot or parcel of land occupied or capable of being occupied by one principal building and the accessory buildings or uses incidental to it, including such open spaces as required by this chapter. In the case of multi-family structures and public, institutional, commercial or industrial structures, a group of structures under the same ownership may be considered as occupying the same lot.

LOT DEPTH: The distance between the front lot line and the rear lot line of a lot measured in a straight line. For lots which are not square or rectangular in shape, lot depth shall be the measurement from the midpoint of the front lot line to the midpoint of the rear lot line.

LOT FRONTAGE: All property abutting the right of way of a dedicated street, private road, or road easement, measured along the right of way, road, or easement located between side lot lines of a lot. For lots abutting more than one right of way, the director shall designate which constitutes the lot frontage based on existing land use patterns.

LOT LINE ADJUSTMENT: The modification or deletion of an existing property line resulting in the creation of no addition lots or parcels.

LOT WIDTH: The shortest distance between the side lot lines of a lot measured in a straight line. For lots which are not square or rectangular in shape, lot widths shall be the measurement from the midpoint of one of the side lot lines to the midpoint of the other.

MASTER PLAN: The overall long range plan for the future development of the town which includes goals and policies, future land use, transportation and community facilities plans, as might be adopted and amended from time to time. May also be called the Breckenridge comprehensive plan. A Land Use and Development Plan as described in section 9-1-19-39A, “Policy 39 (Absolute) Master Plan.”

MONUMENT: A permanent survey marker.

NONCONFORMING LOT: Any lot that lawfully existed before the adoption of this chapter, but which is not in compliance with the provisions of this chapter.

OPEN SPACE: A parcel of land dedicated to the town which is suitable for recreational purposes, provides for natural or manmade landscaping areas, or provides for the protection of significant natural resources such as stream channels, steep slopes, or wetlands.

PERSON: Has the meaning provided in Section 1-3-2 of this Code.

PLANNING COMMISSION OR COMMISSION: The town Breckenridge Planning Commission.

PLAT: A map or plan indicating all proposed property lines, easements, rights of way, and dedications.
intended for Town approval and for use as a recording document.

RESUBDIVISION: A change in the map of an approved or recorded subdivision or resubdivision, if such change:

A. Affects any street or alley layout shown on such map;
B. Affects any area reserved thereon for public use;
C. Changes the size or dimension of any lot, or creates an additional lot.

D. Affects size, configuration, or location of any Building Envelope, Disturbance Envelope, or Footprint Lot.
E. Addition of new or any modification to existing plat notes.

RIDGELINE OR HILLSIDE DEVELOPMENT: Development on the hillside or upon the crest of a hill which would create a silhouette or other substantially adverse impact when viewed from an area of concern.

RIGHT OF WAY: A strip of land occupied or intended to be occupied by a street, walkway, road, utilities, water main, sewer main, or for any other public purpose.

ROADWAY: That portion of a street designed for vehicular traffic, and where curbs are laid, that portion between the curbs.

RULES AND REGULATIONS: The administrative rules and regulations for the administration of this chapter promulgated by the Director pursuant to the authority granted in section 9-2-3-9 of this chapter.

SIDEWALK: An improved right of way for pedestrian circulation that is usually part of the street right of way.

SINGLE-FAMILY RESIDENTIAL SUBDIVISION: A subdivision created by the filing of a subdivision plat with the Summit County Clerk and Recorder in which more than fifty percent (50%) of the developed lots contain single-family residential structures as defined in section 9-1-5 of this title.

SITE DISTURBANCE ENVELOPE: A space of fixed dimensions within a lot which defines that portion of the lot where all permanent structures on the lot must be located, and within which all construction activities shall occur, except as otherwise provided in this chapter. A site disturbance envelope shall be used to limit the location of development improvements constructed within a lot, and to minimize or contain the disturbance associated with the construction of such development improvements, so as to protect vegetative, geological, hydrological and historic resources, views, and to maintain a visual buffer/separation between the development improvements to be constructed and the development improvements, if any, located or to be located on adjoining lot(s). May also be referred to as disturbance envelope.

SITE SPECIFIC DEVELOPMENT PLAN: A development permit issued under this chapter which approves a
class A or class B subdivision plan.

STREET(S): A right of way which provides for vehicular, bicycle, and pedestrian circulation.

A. Cul-De-Sac: A local street of short length having only one outlet with provision for a turnaround at its termination, and which is not intended to be extended or continued to serve future subdivisions or adjacent land. Also known as a dead end street.

B. Street Width: The shortest distance between the lines delineating the right of way of streets.

C. Stub Street: A dead end local street which provides for eventual extension of a street onto unplatted land.

D. Arterial Streets And Highway: Those used primarily for fast or heavy traffic.

E. Collector Streets: Those which carry traffic from minor streets to the major street system of arterial streets and highways, including the principal entrance streets of a residential development and streets for circulation within the development.

F. Minor Streets (Also Called Local Streets): Those which are used primarily for access to abutting properties.

STRUCTURE: Anything that is constructed or erected and located on or under the ground, or attached to something fixed to the ground. That which is built or constructed, an edifice or building of any kind. The term structure shall not include: address monuments, signs, retaining walls, fences, paved surfaces, solar arrays, wind turbines, and at or below grade improvements.

SUBDIVIDER: A person who undertakes the subdivision or resubdivision of land or structures or any activity governed by this chapter who holds any legal or equitable interest in the land being subdivided, or in those instances where the subdivider is not the owner of the land, an applicant who has received written consent from the owner to subdivide the land.

SUBDIVISION: The division of a tract or parcel of land into two (2) or more parcels, lots, sites or other division for the purpose, whether immediate or future, transfer of ownership or sale, building development, including any resubdivision. Subdivision shall include, but not be limited to, the following types of developments and/or legal interests:

A. Division Of Land: The division of land, whether by deed, metes and bounds description, map, plat or other recorded instrument.

B. Division Of A Structure: The division of a structure into two (2) or more separate interests through division of the fee title thereto, whether by conveyance, license, contract for sale, or any other method of disposition including, but not limited to, the creation of a common interest community pursuant to the common interest ownership act, article 33.3, title 38, Colorado Revised Statutes.

C. Timeshare Interests: The creation of interval estates, timeshare estates, time span estates and other timesharing interests as defined by the condominium ownership act, article 33, title 38, Colorado Revised Statutes.
D. Cooperative: The creation of a cooperative as defined in the Colorado common interest ownership act, article 33.3, title 38, Colorado Revised Statutes.

E. Exclusions: Unless the method of land disposition is adopted for the purpose of evading this chapter, the term "subdivision", as defined in this section shall not apply to any division of land or interests in land:

1. Which is created by any court in this state pursuant to the law of eminent domain, partition or by operation of law.

2. Which is created by lien, mortgage, deed of trust or any other security instrument or the foreclosure of any such instrument.

3. Which is created by a security or unit of interest in any investment trust regulated under the laws of this state or any other interest in an investment entity.

4. Which creates an interest or interests in oil, gas, minerals or water which are now or hereafter severed from the surface ownership of real property.

5. Which creates a parcel or parcels as a result of the acquisition of land by the Town.

6. Which creates a parcel or parcels as a result of the acquisition of right of way by the Town or other governmental entity.

SURVEYOR: A land surveyor who is registered as a professional land surveyor and authorized to practice within the state of Colorado.

TOWN COUNCIL OR COUNCIL: The Breckenridge Town Council.

TOWNHOUSE: A multi-unit structure in which individual units are owned by separate persons including an undivided fee simple ownership in the land upon which the unit sits.


9-2-3: PROCESS:

9-2-3-1: CLASS A SUBDIVISION APPLICATION:

A. Preapplication Conference: A conference between the Director and other staff (including any referral agencies deemed appropriate) and the subdivider shall take place prior to the submission of any subdivision application. The purpose of the conference is to acquaint the Town with the subdivider's intentions concerning the proposed subdivision, to acquaint the subdivider with the substantive and procedural requirements of this chapter and to identify policies which create opportunities or pose constraints for the proposed subdivision. An applicant shall provide for review at the preapplication conference a scale drawing indicating proposed lot and block configurations; on-site/ off-site circulation; and other information pertinent to the issues under consideration.
B. Work Sessions: The need for a work session with the Planning Commission shall be determined by the director following the preapplication conference. In the event that a work session is held, the applicant shall provide for review at that meeting a scale drawing indicating the proposed lot and block configurations; on and off-site circulation; a topographical map of the property; and other information pertinent to the issues under consideration.

C. Preliminary Hearings:

1. General: All C class A subdivision applications shall be required to be submitted to Planning Commission for review at a minimum of one preliminary hearing prior to the submission of a formal application and the commencement of the final review process. In addition, the subdivider may be requested to: (Ord. 6, Series 1993)

   a. Appear at a meeting of referral agencies if the director determines that the impacts of a proposed subdivision are of such magnitude as to require review by referral agencies at this stage of the review process.

   b. Cooperate with the Town in scheduling an on-site inspection after the first preliminary hearing and before the second or subsequent preliminary hearings. Staking of the site by the subdivider may be required for the on-site inspection. (Ord. 23, Series 1992)

   c. Attend subsequent preliminary hearings for all C class A subdivision applications. (Ord. 6, Series 1993)

2. Purpose: The purpose of the preliminary hearing is to allow the Planning Commission the opportunity to review the concept of the proposed subdivision and to give the Planning Commission and Town staff an opportunity to offer direction to the subdivider. (Ord. 23, Series 1992)

3. Required Application Materials: The subdivider shall submit the following materials and drawings not later than the deadline established in the rules and regulations. The director shall have the authority to schedule the application at a subsequent hearing if, in his discretion, revisions to the application materials are necessary. (Ord. 17, Series 2003)

   a. A completed application on forms provided by the Town.

   b. In instances where the applicant is not the owner, the applicant will submit a written consent to subdivide from the owner of record.

   c. A copy of any existing restrictive covenants applicable to the subdivision. (Ord. 23, Series 1992)

   d. A fee in the amount required by chapter 10 of this title. (Ord. 18, Series 1999)

   e. A list of all property owners whose property lies within three hundred feet (300') of the subject property, including their current mailing addresses. (Ord. 6, Series 1993)

   f. Five (5) copies of a preliminary subdivision plan which meets the following requirements:
(1) The preliminary subdivision plan shall be clearly and legibly drawn on a sheet of eighteen inches by twenty four inches (18" x 24") or twenty four inches by thirty six inches (24" x 36") in size to a scale of one inch equals one hundred feet (1" = 100'). The scale may be increased or decreased if necessary to fit the paper, but in all cases the scale used shall be in multiples of ten (10).

(2) The preliminary subdivision plan shall include the following general information:

(a) Date of preparation.

(b) North point.

(c) Scale of drawing.

(d) Location of the subdivision by section, township and range sufficient to define the location and boundaries of the proposed subdivision.

(e) The approximate acreage of the tract being subdivided, and the size, use and number of all proposed lots.

(f) Names and addresses of the subdivider, engineer and surveyor.

(3) The preliminary subdivision plan shall include the following site analysis information:

(a) A vicinity map clearly showing the relationship of the proposed subdivision to surrounding developments, streets, paths and utilities. This map should include a sketch of the general layout of the proposed subdivision.

(b) The location, widths and names of both through and dead end streets within or adjacent to the proposed subdivision, together with easements; other rights of way and other important features such as section lines, property corners, town boundary lines and monuments.

(c) Contour lines related to an established bench mark or other datum approved by the town engineer and having contour intervals as follows:

   i. For slopes less than ten percent (10%) - two foot (2') contours;

   ii. For slopes ten percent (10%) or greater - five foot (5') contours.

(d) The location and elevation of at least one temporary bench mark within the boundaries of the proposed subdivision.

(e) The location and direction of all watercourses and the location of all areas subject to the 100-year floodplain. (Ord. 23, Series 1992)
(f) Natural features such as rock outcroppings, visible ridgelines or hillsides, marshes, wetlands, wooded areas and isolated preservable trees. (Ord. 40, Series 2006)

(g) Existing uses on the property, including the location of all existing structures.

(h) The location of all existing or historical pedestrian and bicycle paths on-site, paved or unpaved and any easements relating to these facilities.

(i) The location of all existing utilities on-site and all existing easements.

(j) A boundary survey indicating the exterior boundary of the property, plus all existing public rights of way.

(k) Ghosting in the departing lot lines of adjacent subdivisions and structures existing or approved by the town or county located within thirty feet (30') of the subdivision, and the names of adjacent subdivisions. (Ord. 23, Series 1992)

(l) A map indicating significant views into and out of the subdivision from adjacent properties, public areas, and areas of concern designated by the director. (Ord. 40, Series 2006)

(m) A preliminary analysis of the site concerning any existing or potential hazardous conditions including, but not limited to, soils.

(4) The preliminary subdivision plan shall include the following information relating to the proposed subdivision:

(a) The location, width, name and approximate grade and radii of streets and street curves. The relationship of proposed streets to any existing or proposed streets as shown on the comprehensive plan;

(b) The location, width and approximate grade of all proposed pedestrian and bicycle paths, and their relationship to any existing or proposed bicycle and pedestrian paths as shown on any town planning documents; (Ord. 23, Series 1992)

(c) The location, width and purpose of existing and proposed easements, and a description of those trees providing natural screening of the site which will be lost due to the construction of the proposed easements; (Ord. 40, Series 2006)

(d) The location and approximate dimensions of lots and the proposed lot and block numbers;
(e) Sites, if any, allocated for purposes other than single-family dwellings;

(f) The location, approximate acreage and approximate dimensions of areas proposed for public use;

(g) An outline of the areas proposed for partial recording of a final plat, if phased recording is proposed;

(h) A plan for domestic water supply lines and related water service facilities;

(i) A plan for sewage disposal, stormwater drainage, flood control, and water quality measure, including profiles where appropriate;

(j) The proposed location for all other applicable utilities, including telephone, electrical service, cable and gas.

g. The preliminary subdivision plan shall be accompanied by written statements from the subdivider giving essential information regarding the following matters:

(1) Adequacy and source of water supply. A statement from a licensed engineer or representative of the public water provider is required.

(2) Proposed method of sanitary sewage disposal. A statement from a licensed engineer or a representative of the applicable sanitary sewage disposal provider is required.

(3) Proposed method for disposal of stormwater runoff and protection of community water quality. A statement from a licensed engineer is required.

(4) A phasing plan for the installation of the public improvements. (Ord. 23, Series 1992)

h. **Clear and legible electronic copy of the document(s) in 8.5" x 11" Adobe (.pdf) format.**

4. Review Procedures:

a. Within seven (7) days of receipt of an application, the **director** shall determine whether the application submitted is complete and all required materials have been submitted. If the application is complete, a preliminary hearing before the **planning commission** shall be held within thirty (30) days. If the application is not complete, it shall be so noted and the subdivider advised of all deficiencies. Hearings shall not be scheduled for incomplete applications. (Ord. 6, Series 1993)

b. Upon receipt of a completed application, the **director** shall furnish copies of the preliminary subdivision plan and supplemental materials to the appropriate referral agencies.
c. The Director shall review the preliminary subdivision plan and supplemental materials, and submit a report to the Planning Commission.

d. Before the Planning Commission can review a preliminary subdivision plan at a preliminary hearing, notice shall be provided in accordance with this chapter.

e. All preliminary hearings shall be conducted under the Town Planning Commission rules and regulations and shall be considered as advisory in nature. No decisions shall be rendered by the Planning Commission concerning the preliminary subdivision plan at a preliminary hearing. (Ord. 23, Series 1992)

5. Mineral Estate Notification: If the real property that is the subject of the application is subject to a mineral estate as defined in section 24-65.5-102(4), Colorado Revised Statutes, and if the application has been determined by the Director to be subject to the requirements of article 65.5 of title 24, Colorado Revised Statutes, the initial public hearing on the application shall not be convened unless the applicant certifies to the Director that notice has been provided to any mineral estate owner and to the Town not less than thirty (30) days before the date first scheduled for the preliminary hearing as required by section 24-65.5-103, Colorado Revised Statutes. (Ord. 37, Series 2007)

D. Public Hearings; Final Subdivision Plan: A public hearing shall be held for each Class A subdivision by the Planning Commission to determine compliance with the policies established within this chapter, and other applicable Town ordinances, regulations and codes. An application for the public hearing shall not be accepted until the proposed preliminary subdivision plan has been reviewed by the Planning Commission and the Planning Commission believes all major issues have been addressed. In no instance shall an application for a public hearing be accepted by the Town if more than ninety (90) days have elapsed since the last preliminary hearing on the plan, in which case the applicant shall appear before the Planning Commission at another preliminary hearing before proceeding. (Ord. 6, Series 1993)

1. General: The application for a public hearing shall consist of all materials and plans, as specified, all of which shall be submitted not later than the deadline established in the rules and regulations. (Ord. 17, Series 2003)

2. Required Application Materials: The application shall consist of all materials required in subsection C3 of this section, preliminary hearings, plus the following: (Ord. 6, Series 1993)

   a. For subdivisions located in areas of fifteen percent (15%) or greater slope, cross sections of the proposed roadways, retaining walls and driveways.

   b. A separate revegetation and landscaping plan, including all trees to be removed and those to be installed in accordance with the provisions of this chapter.

   c. A street lighting plan.

   d. Correspondence from all applicable utility and urban service providers that they have reviewed the proposed subdivision and that they can serve the property.

   e. Restrictive covenants to be recorded, if any. (Ord. 23, Series 1992)
3. Review Procedures:

a. Application: Not later than the deadline established in the rules and regulations the subdivider shall submit an application and all materials required for planning commission review as provided in subsection D2 of this section. (Ord. 7, Series 2004)

b. Compliance Review: Within seven (7) days after the application has been submitted, the director shall determine whether the application submitted is complete and all required materials have been submitted. If the application is complete, a planning commission public hearing shall be scheduled. If the application is not complete, it shall be so noted and the subdivider advised of the deficiencies. Hearings shall not be scheduled for incomplete applications.

c. Referral And Review: The director shall have the right to transmit a copy of the application to referral agencies for their review and comment, and to review the project for compliance with town goals and policies.

(1) The director may request a meeting with utility providers and other governmental agencies that may be affected by the subdivision.

(2) Prior to the public hearing, staff shall deliver to the subdivider and planning commission, and make available at town hall, their written report, conclusions, recommendations and any recommended conditions to be attached for approval.

d. Public Hearing: Not more than sixty (60) days from the date of acceptance of the application and after public notification in compliance with section 9-2-1-12 of this chapter, the planning commission shall hold a public hearing on the proposed final subdivision plan. (Ord. 23, Series 1992)

e. Decision: The planning commission shall have thirty (30) days after the conclusion of the public hearing to make a decision. The planning commission decision shall be based on how well the proposed subdivision complies with the specific requirements of this chapter and the Breckenridge Comprehensive Plan town master plan in general. If no decision is made within thirty (30) days following the conclusion of the hearing, the application as presented by the subdivider shall be deemed to have been approved as proposed, without any additional conditions. The planning commission may also continue the hearing for up to forty five (45) days from the date of the original hearing for good cause, or to allow additional materials to be submitted that will allow for a comprehensive review. In the event a public hearing on the final subdivision plan has been continued, the subdivider shall submit all additional materials to the town in accordance with a schedule established by the director. (Ord. 6, Series 1993)

f. Notice And Council Call Up: The director shall notify the council of all planning commission decisions on Class A subdivision applications at the council’s next regular meeting after the decision. At that meeting, the council may, by an affirmative vote of a majority of the members present, call up any decision of the planning commission for their own review under authority granted in section 9-2-3-4 of this chapter. In lieu of
calling up a Planning Commission decision the council may, with the consent of the applicant, modify or eliminate any condition of approval imposed on the application by the Planning Commission or add any condition of approval. All Planning Commission decisions on Class A subdivision applications shall stand as made unless called up or modified by the Town Council. (Ord. 8, Series 2013)

g. Development Permit Issuance: Once the decision of the Town has been finalized, the Director shall transmit, by regular mail, the final decision to the subdivider, and if the application is approved, shall issue a subdivision development permit with those conditions imposed by the Town. The subdivision development permit will not be valid until the subdivider has signed it, indicating his agreement to comply with any and all conditions, and returned it to the Town.

h. Other Permits And Requirements: After approval and prior to construction of the subdivision and sale of the lots, the subdivider shall comply with the requirements of section 9-2-3-5 of this chapter concerning the preparation and recordation of a final plat. (Ord. 23, Series 1992)

E. Combining Preliminary And Final Hearings; Class A Subdivision Application: The preliminary and final hearings for a Class A subdivision application may be combined if the Director determines that the issues involved in the application are such that no useful purpose would be served by requiring two (2) separate hearings. In such cases, when it is determined that the application is ready for final hearing, the Director shall schedule the application for a single hearing, which shall include a public hearing. Prior to the hearing, the application shall be reviewed for compliance with the provisions of this chapter. The application may not be approved unless the Planning Commission finds that it is appropriate to combine the preliminary and final hearings. (Ord. 13, Series 1993)

9-2-3-2: CLASS B SUBDIVISION APPLICATION:

A. Preapplication Conference: A conference between the Director and other staff (including any referral agencies deemed appropriate) and the subdivider shall take place prior to the submission of any subdivision application. The purpose of the conference is to acquaint the Town with the subdivider’s intentions concerning the proposed subdivision, acquaint the subdivider with the substantive and procedural requirements of this chapter and to identify policies which create opportunities or pose constraints for the proposed subdivision. An applicant shall provide for review at the preapplication conference a scale drawing indicating proposed lot and block configurations; on and off-site circulation; and other information pertinent to the issues under consideration.

B. Work Sessions: The need for a work session with the Planning Commission shall be determined by the Director following the preapplication conference. In the event that a work session is held, the applicant shall provide for review at that meeting a scale drawing indicating the proposed lot and block configurations; on and off-site circulation; a topographical map of the property; and other information pertinent to the issues under consideration. (Ord. 6, Series 1993)

C. Preliminary Hearings:
1. General: All C class B subdivision applications shall be required to be submitted to the Planning Commission for review at a minimum of one preliminary hearing prior to the submission of a formal application and the commencement of the final review process. In addition, the subdivider may be requested to:

   a. Appear at a meeting of referral agencies if the Director determines that the impacts of a proposed subdivision are of such magnitude as to require review by referral agencies at this stage of the review process.

   b. Cooperate with the Town in scheduling an on-site on-site inspection after the first preliminary hearing. Staking of the site by the subdivider may be required for the on-site on-site inspection.

   c. Attend a second preliminary hearing for all C class B subdivision applications.

2. Purpose: The purpose of the preliminary hearing is to allow the Planning Commission the opportunity to review the concept of the proposed subdivision and to give the Planning Commission and Town staff an opportunity to offer direction to the subdivider. (Ord. 23, Series 1992)

3. Required Application Materials: The subdivider shall submit the following materials and drawings not later than the deadline established in the rules and regulations. The Director shall have the authority to schedule the application at a subsequent hearing. (Ord. 17, Series 2003)

   a. An application on forms provided by the Town. (Ord. 23, Series 1992)

   b. A fee in the amount required by chapter 10 of this title. (Ord. 18, Series 1999)

   c. A title report issued by a title insurance company in the name of the subdivider.

   d. A copy of any existing restrictive covenants applicable to the subdivision. (Ord. 23, Series 1992)

   e. A list of all property owners whose property lies within three hundred feet (300') of the subject property, including their current mailing addresses. (Ord. 6, Series 1993)

   f. Five (5) copies of a preliminary subdivision plan which meets the following requirements:

      (1) The preliminary subdivision plan shall be clearly and legibly drawn on a sheet eighteen inches by twenty four inches (18" x 24") or twenty four inches by thirty six inches (24" x 36") in size to a scale of one inch equals one hundred feet (1" = 100'). The scale may be increased or decreased if necessary to fit the paper, but in all cases the scale used shall be in multiples of ten (10).

      (2) The preliminary subdivision plan shall include the following general information:

         (a) Date of preparation.

         (b) North point.
(c) Scale of drawing.

(d) Location of the subdivision by section, township and range sufficient to define the location and boundaries of the proposed subdivision.

(e) The approximate acreage of the tract being subdivided, and the size, use and number of all proposed lots.

(f) Names and addresses of the subdivider, engineer, and surveyor.

(3) The preliminary subdivision plan shall include the following site analysis information:

(a) A vicinity map clearly showing the relationship of the proposed subdivision to surrounding developments, streets, paths and utilities. This map should include a sketch of the general layout of the proposed subdivision.

(b) The location, widths and names of both through and dead end streets within or adjacent to the proposed subdivision, together with easements, other rights of way and other important features such as section lines, property corners, town boundary lines and monuments.

(c) Contour lines related to an established bench mark or other datum approved by the and having contour intervals as follows:

i. For slopes less than ten percent (10%) - two foot (2') contours;

ii. For slopes ten percent (10%) or greater - five foot (5') contours.

(d) The location and elevation of at least one temporary bench mark within the boundaries of the proposed subdivision.

(e) The location and direction of all watercourses and the location of all areas subject to the 100-year floodplain.

(f) Natural features such as rock outcroppings, marshes, wetlands, wooded areas and isolated preservable trees.

(g) Existing uses on the property, including the location of all existing structures.

(h) The location of all existing or historical pedestrian and bicycle paths on-site, paved or unpaved and any easements relating to these facilities.

(i) The location of all existing utilities on-site and all existing easements.
(j) A boundary survey indicating the exterior boundary of the property, plus all existing public rights of way.

(k) Ghosting in the departing lot lines of adjacent subdivisions and structures approved by the town or county located within thirty feet (30') of the subdivision, and the names of adjacent subdivisions.

(l) A preliminary analysis of the site concerning any existing or potential hazardous conditions including, but not limited to, soils.

(4) The preliminary subdivision plan shall include the following information relating to the proposed subdivision:

(a) The location, width, name and approximate grade and radii of streets and street curves. The relationship of proposed streets to any existing or proposed streets as shown on the town comprehensive plan;

(b) The location, width and approximate grade of all proposed pedestrian and bicycle paths, and their relationship to any existing or proposed bicycle and pedestrian paths as shown on any town planning documents;

(c) The location, width and purpose of existing and proposed easements;

(d) The location and approximate dimensions of lots and the proposed lot and block numbers;

(e) Sites, if any, allocated for purposes other than single-family dwellings;

(f) The location, approximate acreage and approximate dimensions of areas proposed for public use;

(g) An outline of the areas proposed for partial recording of a final plat, if phased recording is proposed;

(h) A plan for domestic water supply lines and related water service facilities;

(i) A plan for sewage disposal, stormwater drainage, flood control, and water quality measure, including profiles where appropriate;

(j) The proposed location for all other applicable utilities, including telephone, electrical service, cable, and gas.

g. The preliminary subdivision plan shall be accompanied by written statements from the subdivider giving essential information regarding the following matters:
Adequacy and source of water supply: A statement from a licensed engineer or representative of the public water provider is required.

Proposed method of sanitary sewage disposal: A statement from a licensed engineer or a representative of the applicable sanitary sewage disposal provider is required.

Proposed method for disposal of stormwater runoff and protection of community water quality: A statement from a licensed engineer is required.

A phasing plan for the installation of the public improvements. (Ord. 23, Series 1992)

Clear and legible electronic copy of the document(s) in 8.5” x 11” Adobe (.pdf) format.

4. Review Procedures:

a. Within seven (7) days of receipt of an application, the director shall determine whether the application submitted is complete and all required materials have been submitted. If the application is complete, a preliminary hearing before the planning commission shall be held within thirty (30) days. If the application is not complete, it shall be so noted and the subdivider advised of all deficiencies. Hearings shall not be scheduled for incomplete applications. (Ord. 6, Series 1993)

b. Upon receipt of a completed application, the director shall furnish copies of the preliminary subdivision plan and supplemental materials to the appropriate referral agencies.

c. The director shall review the preliminary subdivision plan and supplemental materials and submit a report to the planning commission.

d. Before the planning commission can review a preliminary subdivision plan at a preliminary hearing, notice shall be provided in accordance with this chapter.

e. All preliminary hearings shall be conducted under the Town of Breckenridge planning commission rules and regulations and shall be considered as advisory in nature. No decisions shall be rendered by the planning commission concerning the preliminary subdivision plan at a preliminary hearing. (Ord. 23, Series 1992)

5. Mineral Estate Notification: If the real property that is the subject of the application is subject to a mineral estate as defined in section 24-65.5-102(4), Colorado Revised Statutes, and if the application has been determined by the director to be subject to the requirements of article 65.5 of title 24, Colorado Revised Statutes, the initial public hearing on the application shall not be convened unless the applicant certifies to the director that notice has been provided to any mineral estate owner and to the Town not less than thirty (30) days before the date first scheduled for the preliminary hearing as required by section 24-65.5-103, Colorado Revised Statutes. (Ord. 37, Series 2007)
D. Public Hearings; Final Subdivision Plan: A public hearing shall be held for each class B subdivision application by the Planning Commission to determine compliance with the policies established within this chapter and other applicable town ordinances and codes. An application for the public hearing shall not be accepted until the proposed preliminary subdivision plan has been reviewed a minimum of one time by the Planning Commission and the Planning Commission believes all major issues have been addressed. In no instance shall an application for a final hearing be accepted by the town if more than ninety (90) days have elapsed since the last preliminary hearing on the plan, in which case the applicant shall appear before the Planning Commission at another preliminary hearing before proceeding. (Ord. 23, Series 1992)

1. General: The application for a public hearing shall consist of all materials and plans, as specified, all of which shall be submitted not later than the deadline established in the rules and regulations. (Ord. 17, Series 2003)

2. Required Application Materials: The application shall consist of all materials as required by subsection C3 of this section, plus the following: (Ord. 6, Series 1993)

a. For subdivisions located in areas of fifteen percent (15%) or greater slope, cross sections of the proposed roadway, retaining walls and driveways.

b. A separate vegetation and landscaping plan, including all trees to be removed and those to be installed in accordance with the provisions of this chapter.

c. A street lighting plan.

d. Correspondence from all applicable utility and urban service providers that they have reviewed the proposed subdivision and that they can serve the property. (Ord. 23, Series 1992)

3. Review Procedures:

   a. Application: The subdivider shall submit an application and materials as required for Planning Commission review in subsection D2 of this section, no later than the deadline established in the rules and regulations. (Ord. 17, Series 2003)

   b. Compliance Review: Within seven (7) days after the application has been submitted, the Director shall determine whether the application submitted is complete and all required materials have been submitted. If the application is complete, a Planning Commission public hearing shall be scheduled. If the application is not complete, it shall be so noted and the subdivider advised of the deficiencies. Hearings shall not be scheduled for incomplete applications.

   c. Referral And Review: The Director shall have the right to transmit a copy of the application to referral agencies for their review and comment and to review the project for compliance with town goals and policies.

      (1) The Director may request a meeting with utility providers and other governmental agencies that may be affected by the subdivision.

      (2) Prior to the public hearing, staff shall deliver to the subdivider and Planning Commission, and make available at the Town Hall, their written report on the
proposed development, including their conclusions, recommendations and any
recommended conditions to be attached for approval.

d. Public Hearing: Not more than forty five (45) days from the date of acceptance of the
application and after public notification in compliance with section 9-2-1-12 of this
chapter, the Planning Commission shall hold a public hearing on the proposed final
subdivision plan. (Ord. 23, Series 1992)

e. Decision: The Planning Commission shall have thirty (30) days after the conclusion
of the public hearing to make a decision. The Planning Commission decision shall be
based on how well the proposed subdivision complies with the specific requirements of
this chapter and the Breckenridge Comprehensive Plan town master plan in general. If
no decision is made within thirty (30) days following the conclusion of the hearing, the
application as presented by the subdivider shall be deemed to have been approved as
proposed, without any additional conditions. The Planning Commission may also
continue the hearing for up to thirty (30) days from the date of the original hearing for
good cause, or to allow additional materials to be submitted that will allow for a
comprehensive review. In the event a public hearing on the final subdivision plan has
been continued, the subdivider shall submit all additional materials to the Town in
accordance with a schedule established by the Director. (Ord. 6, Series 1993)

f. Notice And Council Call Up: The Director shall notify the council of all Planning
Commission decisions on Class B subdivision applications at the council's next regular
meeting after the decision. At that meeting, the council may, by an affirmative vote of
the members present, call up any decision of the Planning Commission for their own
review under authority granted in section 9-2-3-4 of this chapter. In lieu of calling up a
Planning Commission decision the council may, with the consent of the applicant,
modify or eliminate any condition of approval imposed on the application by the
Planning Commission or add any condition of approval. All Planning Commission
decisions on Class B subdivision applications shall stand as made unless called up or
modified by the Town Council. (Ord. 8, Series 2013)

g. Development Permit Issuance: Once the decision of the Town has been finalized, the
Director shall transmit, by regular mail, the final decision to the subdivider, and if the
application is approved, shall issue a subdivision development permit with those
conditions imposed by the Town. The subdivision development permit will not be valid
until the subdivider has signed it, indicating his agreement with any and all conditions,
and returned it to the Town.

h. Other Permits And Requirements: After approval and prior to construction of the
subdivision and sale of the lots, the subdivider shall comply with the requirements of
section 9-2-3-5 of this chapter concerning the preparation and recordation of a final
plat. (Ord. 23, Series 1992)
separate hearings. In such cases, when it is determined that the application is ready for final hearing, the director shall schedule the application for a single hearing, which shall include a public hearing. Prior to the hearing, the application shall be reviewed for compliance with the provisions of this chapter. The application may not be approved unless the Planning Commission finds that it is appropriate to combine the preliminary and final hearings. (Ord. 13, Series 1993)

9-2-3-3: CLASS C SUBDIVISION APPLICATION:

A. Preapplication Conference: A conference between the director and other staff (including any referral agencies deemed appropriate) and the subdivider shall take place prior to the submission of any subdivision application. The purpose of the conference is to acquaint the town with the subdivider's intentions concerning the proposed subdivision, acquaint the subdivider with the substantive and procedural requirements of this chapter and to identify policies which create opportunities or pose constraints for the proposed subdivision.

B. Administrative Review: The processing of a class C subdivision application shall be an administrative review conducted by the director. No public hearing shall be required.

C. Application Requirements: The subdivider shall file an application and all required fees and application with the director. The following materials shall be submitted:

1. An application on forms provided by the town.
2. A fee in the amount required by chapter 10 of this title.
3. A list of all property owners whose property is adjacent to the real property which is the subject of the application, including their current mailing addresses.
4. A preliminary copy of all proposed covenants, homeowners' association declarations, bylaws, articles of incorporation. All common elements and their uses shall be defined and identified within the covenants and declarations.
5. Information, plans and specifications necessary to show compliance with all standards and criteria contained within this chapter.

6. Clear and legible electronic copy of the document(s) in 8.5” x 11” Adobe (.pdf) format.

In addition to subsections C1 through C6S of this section, for lot line adjustments, three (3) copies of a final plan:

a. Drawn on a sheet twenty four inches by thirty six inches (24” x 36”) in size to a scale of one inch equals one hundred feet (1" = 100’). The scale may be increased or decreased if necessary to fit the paper, but in all cases shall be in multiples of ten (10).

b. That indicates the location of all existing structures and improvements.

c. That indicates the location of all existing utilities.

d. That indicates the location of all existing easements.
e. That indicates any proposed lot line adjustment and the dimensions of all proposed lots.

§7. In addition to subsections C1 through C65 of this section, for condominium plats, three (3) copies of a final plan:

a. Drawn on a sheet twenty four inches by thirty six inches (24" x 36") in size to a scale of one inch equals one hundred feet (1" = 100'). The scale may be increased or decreased if necessary to fit the paper, but in all cases shall be in multiples of ten (10).

b. A description of any limited or common general elements.

c. That indicates the location and description of all proposed land dedications.

d. That indicates the location of all proposed easements.

e. That indicates the location of all existing utilities.

f. That indicates the location of all existing structures.

§8. In addition to the requirements of subsections C1 through C65, and C76a through C76d of this section, for townhouse and duplex subdivisions, three (3) copies of a final plan indicating the proposed lot lines.

D. Review Procedures:

1. Notice And Right To Comment: Once a completed C_class C subdivision application and all accompanying materials have been submitted, the D_director shall give notice of the filing of the application by regular mail, postage prepaid, to the record owners of those properties located immediately adjacent to the property which is the subject matter of the application as shown on the list of adjacent property owners supplied by the applicant. Notice of the filing of the application shall likewise be posted in a conspicuous place on the property which is the subject of the application. The required notices shall be mailed and the premises posted not less than eleven (11) days prior to the earliest date upon which the application will be determined by the D_director. Such notices shall advise interested parties of the earliest date upon which the application will be determined by the D_director, and shall direct such interested parties to file their written comments concerning the application with the D_director by such date. For purposes of this section, "interested parties" shall mean and include only owners of properties located immediately adjacent to the property which is the subject matter of the application. Adjacency shall not be affected by the existence of a public street, alley, easement (public or private) or a right of way.

2. D_director Decision: Once a completed C_class C subdivision application and all accompanying material have been submitted, the D_director shall review the application and either approve the application, with or without conditions, or deny it. The D_director shall approve the application if the application (with or without the imposition of conditions) meets the applicable requirements of this chapter. The D_director shall deny the application if it fails to meet any of the applicable requirements of this chapter. The D_director shall render his decision on a C_class C subdivision permit application within twenty (20) days of his receipt of a complete application.
3. Notice Of Decision To Applicant: Upon rendering his decision on the application the Director shall immediately mail notice of his decision to the applicant. Notice of the decision shall be sent to the applicant at the address contained in the application. A copy of the Director's decision shall simultaneously be sent to any interested party who submitted comments concerning the application.

4. Decision Forwarded To Planning Commission: All of the Director's decisions on Class C subdivision applications which are not appealed shall be forwarded to the Planning Commission for its information only.

E. Appeal:

1. A decision of the Director concerning a Class C subdivision permit application may be appealed to the Planning Commission. An appeal of a Class C subdivision permit application may be filed only by the applicant or an interested party who submitted comments to the Director concerning the application pursuant to subsection D1 of this section. To appeal the decision of the Director concerning a Class C subdivision permit application, the party taking the appeal must file written notice of appeal with the Department of Community Development and mail a copy of the written notice of appeal to the applicant within five (5) days after the Director has rendered his decision. If no appeal is filed within the five (5) day period, the decision of the Director shall be final.

2. If an appeal is filed, the application shall automatically become a Class B subdivision permit application and shall be reviewed by the Planning Commission and Town Council under the provisions of section 9-2-3-2 of this chapter.

3. Appeals shall be submitted in writing to the Director on forms provided by the town.

4. If the applicant has filed the appeal, the applicant, at the time of the filing of the notice of appeal, shall pay an additional fee equal in amount to the applicable application fee for a Class B subdivision permit, less the amount of the Class C subdivision permit fee previously paid by the applicant at the time of the original filing of the Class C subdivision application. No additional application fee shall be required if an appeal of a Class C subdivision permit is filed by an interested party. (Ord. 2, Series 2003)

9-2-3-4: CALL UP PROCESS:

A. Town Council Action: If a Planning Commission decision is called up by the Town Council, the council shall act on the application as provided in subsection B of this section.

B. Hearing Notice And Decision:

1. All subdivision applications shall be heard within thirty (30) days of the vote to call up the application at a public hearing conducted by the council, unless the applicant consents to another hearing date. Notice of the public hearing shall be required in the same manner as for final hearings held before the Planning Commission for the class of subdivision proposed.

2. All hearings conducted under this section shall be conducted as de novo hearings.
3. The council shall have the right to approve an application as proposed, approve it with conditions, deny it or continue the hearing for good cause.

4. The council shall have sixty (60) days from the date of the call up to make a final decision on Class A or Class B subdivision applications.

5. It is not a ground for disqualification that a Town Council member read or reviewed the minutes of the Planning Commission with respect to the application that is the subject of the call up hearing. (Ord. 22, Series 2016)

9-2-3-5: SUBDIVISION FINAL PLAT APPROVAL AND RECORDATION:

Within three (3) years after approval of a Class A or Class B subdivision plan, or eighteen (18) months after the approval of a Class C subdivision plan, the subdivider shall cause the subdivision or any part thereof to be surveyed and a plat prepared and recorded in conformance with the plan as approved, or it shall be deemed expired pursuant to section 9-2-1-13, "Time Limit On An Approved Subdivision Development Permit Application; Vested Property Rights", of this chapter. If the subdivider wishes to proceed with the subdivision after the expiration of the time period following the approval of the final plan, the subdivider must resubmit the final plan and reapply for approval under the provisions of this chapter. Subsequent to final plan approval, but prior to recordation, a final plat shall be submitted to the Town planning staff which graphically and legally carries out in technical detail the requirements of the final subdivision plan as approved by the Town. The following requirements and process shall be utilized to ensure compliance with plan approval and Town codes, and to prepare the plat for recordation, with the exception that the Engineer may waive the requirements of this section that the engineer determines are not required for the proper review and filing of the plat for specific Class C subdivision plans.

A. Form And Scale: Two (2) mylar copies of the final plat shall be submitted to the Town in a form acceptable to the Town. The scale of the final plat shall be one inch equals one hundred feet (1" = 100'). The scale may be increased or decreased if necessary to fit the legal sized plat of twenty four inches by thirty six inches (24" x 36") or eighteen inches by twenty four inches (18" x 24") but in all cases the scale used shall be in multiples of ten (10). If a scale other than one inch equals one hundred feet (1" = 100') is used for the final plat, an accurate drawing of the subdivision shall also be submitted for inclusion in the Town base map system at a one inch equals one hundred feet (1" = 100') scale.

B. Information On Final Plat: In addition to that otherwise specified by law, the following information shall be shown on the final plat:

1. The name of the subdivision, the date, scale, north point, legend and existing features such as highways and waterways.

2. A written legal description of the subdivision boundaries.

3. Reference points of existing surveys identified, related to the plat by distances and hearings, and referenced to a field book or map as follows:

   a. Stakes, monuments or other evidence found on the ground and used to determine the boundaries of the subdivision.
b. Adjoining corners of adjoining subdivisions.

c. Other monuments found or established in making the survey of the subdivision or required to be installed by provisions of this chapter.

d. Names of adjoining subdivisions and departing lot lines.

e. A statement identifying the basis of bearing and the specific monuments used for determination.

4. The exact location and width of street rights of way and easements intercepting the boundary of the tract.

5. Tract, block and lot boundary lines and street rights of way and centerlines, with dimensions, bearing or deflection angles, radii, arcs, points of curvature and tangent bearings. Tract boundaries and street bearings shall be shown to the nearest thirty (30) seconds with basis of bearings. Distances shall be shown to the nearest 0.01 feet. No ditto marks shall be used.

6. The names and width of the portion of streets being dedicated, the width of any existing right of way and the width on each side of the centerline. For streets on curvature, curve data shall be based on the street centerline. In addition to the centerline dimensions, the radius and center angle shall be indicated.

7. Easements denoted by fine dotted lines clearly identified and, if already of record, their recorded reference. (If an easement is not definitely located or recorded, there shall be a written statement of the easement.) The width of the easement, its length and bearing, and sufficient ties to locate the easement with respect to the subdivision must be shown. If the easement is being dedicated by the map, it shall be properly referenced in the owner's certificates of dedication.

8. Locations and widths of drainage channels, rights of way, reserve strips at the end of stub streets or along the edge of partial width streets on the boundary of the subdivision.

9. Numbering of lots shall be as follows:

   Lot numbers beginning with the number 1 and numbered consecutively in sequence generally following the same system as sections are numbered in a township. Additions to subdivisions shall begin with number 1 and follow the same pattern as previously described.

10. Land parcels to be dedicated for any purpose shall be distinguished from lots intended for sale with acreage and alphabetic symbols for each parcel indicated.

11. Notations indicating any limitations on rights of access to or from streets and lots or other parcels of land as established by the Town.

12. Such other information as the Town Engineer may reasonably require.

13. Those certificates as shown in section 9-2-5, "Appendix A; Plat Certificates", of this chapter.

C. Supplemental Information With Plat: The following data shall accompany the plat:
1. A title report issued by a title insurance company in the name of the subdivider of the land, showing all parties whose consent is necessary and their interest in the premises. Such report shall have been prepared within thirty (30) days of the submission of the final plat.

2. Sheets and drawings showing the following:
   a. Traverse data including the coordinates of the boundary of the subdivision and ties to section corners and donation land claim corners, and showing the error of closure, if any (closure sheet).
   b. The computation of distances, angles and courses shown on the plat.
   c. Ties to existing monuments, proposed monuments, adjacent subdivisions, street corners and state highway stationing.

3. A copy of any existing and proposed restrictive covenants applicable to the subdivision.

4. A copy of any dedications requiring separate documents.

5. For any property to be dedicated to the public, proof that all taxes and assessments on the tract have been paid.

6. If no subdivision improvement agreement is required, a certificate by the Town Engineer that the subdivider has installed all public improvements in accordance with the requirements of this chapter, the Breckenridge Development Code, and all Town Engineering and Street Standards, and with the action of the Town giving conditional approval of the final plan.

7. Final plans and specifications for all public utilities including, but not limited to, water, and preliminary plans and cost estimates for all other public utilities including sewer, electrical, gas, communication, and cable television.

8. Final street, sidewalk, pedestrian path and bicycle path construction plans in accordance with approved Town specifications.

9. Final drainage and erosion control plans in accordance with approved Town specifications.

10. Final grading plans in accordance with approved Town specifications. (Ord. 23, Series 1992)

11. Final lighting and signage plans without reference to the content of the signs. (Ord. 3, Series 2019)

12. A final report outlining any potential environmental hazards within the proposed subdivision and all proposed measures to mitigate their impacts.

13. Final floodplain study or determination study, if applicable.

14. Such other information as the Director or Town Engineer may reasonably request.

D. Survey Requirements: A complete and accurate survey of the land to be subdivided shall be prepared by a professional surveyor in accordance with standard practices and principles of land surveying and as provided in this chapter and State law.
1. Monuments:

   a. All monuments shall be set according to the provisions of State law and the
      requirements of this chapter.

   b. In making the survey for the subdivision, the survey shall set all permanent
      monuments prior to the recording of the final plat so the survey or any part thereof may
      be retraced. This shall be surveyed to the Town's coordinate system.

   c. Delaying the placement of interior "postmonumentation" may be permitted by
      approval of the Town at the time of approval of the final plan or upon special request
      prior to filing the final plat subject to the following:

         (1) The subdivider has shown that it is necessary and practical to delay the
             interior monumentation.

         (2) The subdivider of the plat agrees to furnish a bond or cash deposit in an
             amount equal to not more than one hundred twenty percent (120%) of the
             estimated cost of performing the work for the interior monuments.

         (3) The subdivider shall sign an agreement with the subdivider's surveyor and
             the Town Engineer indicating: a) the amount of the bond or cash deposit to be
             furnished at the time of submitting the final plat; b) how the surveyor is to be
             paid for the work of establishing the interior monuments; c) that the rules for
             postmonumentation as provided in Colorado Revised Statutes shall be followed;
             d) the date when the monumentation will be completed; and e) setting out
             other particulars that may be necessary to ensure the completion of the
             monumentation at a later date.

2. Utility Markers: Permanent markers shall be provided for all underground water, sewer and
   utility stubs within the prepared subdivision as approved by the Town Engineer.

E. Dedication Requirements:

1. All parcels of land shown on the final plat intended for public use shall be offered for
   dedication at the time the plat is filed.

2. All streets, bicycle paths, pedestrian ways, drainage channels, detention/retention basins, utility easements and other rights-of-way shown on the final plat intended for general public use shall be offered for dedication for public use at the time the final plat is filed.

3. All rights of access to and from streets, lots and parcels of land shown on the final plat intended to be surrendered shall be offered for dedication at the time the final plat is filed.

4. The Town shall have the right to require the subdivider to provide a one foot (1') reserve strip across the end of any stubbed street which adjoins unsubdivided land or along half streets adjoining unsubdivided land. The reserve strip shall be included in the dedication granting to the Town the right to control access over the reserve strip to assure the continuation or completion of the streets.
F. Review And Action Procedures:

1. Upon receipt by the Town, the plat and other data shall be reviewed by the Director and Town Engineer to determine that the subdivision as shown is substantially the same as it appeared on the approved final plan and that there has been compliance with provisions of this chapter, all applicable Town standards and any additional conditions imposed by the Planning Commission or Town Council.

2. The Town may make such checks in the field as are necessary to verify the accuracy of the plat and Town representatives may enter the property for this purpose.

3. If it is determined that the plat and all documents as submitted are not substantially the same as the approved final plan, the Director shall advise the subdivider of the changes or additions that must be made and shall afford the subdivider an opportunity to make the changes or additions. If it is determined that full conformity has been made, the Director and Town Engineer shall so certify. Approval shall be indicated by the signature of the chairman of the Planning Commission and Mayor on the plat. The approval of the plat does not constitute or effect any acceptance by the public of the dedication of any street or other easement shown on the plat.

G. Filing Of Plat: A subdivider shall submit the plat for signatures of other public officials required by law. Approval of the plat shall be null and void if the plat is not recorded within the time limits prescribed in section 9-2-1-13 of this chapter.

H. Supplying Plat To Town: A subdivider shall furnish to the Town a mylar copy of the approved and signed subdivision plat within fourteen (14) days after the plat has been recorded with the County.

(Ord. 23, Series 1992)

9-2-3-6: ASSURANCE OF COMPLETION AND MAINTENANCE OF IMPROVEMENTS:

A. Improvements And Performance Guarantees:

1. Completion Of Improvements: All subdivider shall be required to complete all the street and other improvements as specified in the subdivision plan or as required in this chapter, and to dedicate public improvements to the Town or other applicable public agencies, free and clear of all liens and encumbrances. The subdivider shall submit proof of ownership of the property to be subdivided, including a description of all liens, encumbrances, and other title restrictions applicable to such property, a certificate of title prior to conveying any land to the Town indicating all title restrictions. The title to the subdivider’s property shall be acceptable to the Director.

2. Subdivision Improvements Agreement: Subsequent to final subdivision plan approval, but prior to recording a subdivision plat, the subdivider shall either install all required improvements or enter into an agreement with the Town which shall obligate the subdivider to install and construct all public improvements within and adjacent to the proposed subdivision as may be required under the provisions of this chapter. If the subdivider chooses to enter into an agreement, it shall specify the following at a minimum:

a. A description of all public improvements required.
b. An estimate of the cost of installing all public improvements.

c. The timing of public improvements in relation to the development of individual sites.

d. A description of all private improvements required by this chapter, conditions of approval, or other pertinent town regulations.

e. A performance guarantee that the improvements will be installed in accordance with the approved plans. (Ord. 23, Series 1992)

3. Performance Guarantees:

a. If the improvements are not installed prior to filing of the plat, the subdivider shall post a performance guarantee consisting of either a surety bond, cash bond or an acceptable irrevocable letter of credit drawn upon a Colorado bank. No surety bond shall be accepted by the town as a performance guarantee under this section unless the subdivider has, within the past five (5) years, successfully completed the construction and required warranty maintenance of required public improvements in connection with another subdivision within the town. The performance guarantee shall be posted with the town prior to the time of recording the plat, and shall be in an amount equal to one hundred twenty percent (120%) of the estimated costs of all remaining public improvements not already installed or paid for.

b. The performance guarantee described in subsection A3a of this section, shall be satisfactory to the town attorney. The period within which required improvements must be completed shall be incorporated in the guarantee. Said guarantee shall remain in full force and effect until released by the town.

c. The performance guarantee shall remain in effect and shall be renewed by the subdivider from time to time as necessary to assure continuous coverage until the performance guarantee is released by the town. (Ord. 27, Series 2002)

4. Failure To Complete Subdivision: Where a performance guarantee has been posted and a subdivision improvements agreement signed, and all improvements required by the town have not been installed as required by such agreement, the town may thereupon declare the agreement to be in default and may utilize the funds available from the performance guarantee to complete the improvements within the subdivision.

5. Release Or Reduction Of Performance Guarantees:

a. The town will not accept the required improvements, nor release a performance guarantee until the town engineer has indicated that all required improvements have been satisfactorily completed and until the subdivider’s engineer has certified to the town engineer, through submission of detailed as built plans of the subdivision, that all improvements are in accordance with the approved construction plans for the subdivision and are ready for dedication to the town.

b. A performance guarantee may be reduced by the town upon actual completion of public improvements and then only in the ratio that the public improvements
completed bears to the total public improvements of the plan. In no event shall a
performance guarantee be reduced below twenty percent (20%) of the principal
amount until all improvements have been completed and accepted by the Town.

6. Maintenance Of Improvements And Maintenance Bonds:

a. The subdivider shall be required to maintain public improvements in the subdivision
and to provide for snow removal, street cleaning, drainage, and general maintenance on
streets and sidewalks prior to acceptance by the Town. In the event the subdivider fails
to comply, the Town is authorized, through the Director of Public Works, to
perform the necessary work, without incurring any liability, and charge such work to the
subdivider. Any such charges shall become a first and prior lien on the subdivision.

b. The subdivider shall be required to file a maintenance bond with the Town in a form
acceptable to the Town Attorney, prior to acceptance of any public improvements, in
an amount equal to twenty percent (20%) of the original cost of the public
improvements, in order to assure the satisfactory maintenance of the required
improvements for a period of two (2) years after the date of their acceptance by the
Town. Such bond shall guarantee all public improvements constructed by the
subdivider shall remain free from defect for the required two (2) year period.

7. Issuance Of Permits:

a. Prior to the issuance of a building permit for any lot within the subdivision, the extent
of street improvements shall be adequate for vehicular access by the prospective
occupant and by police and fire and any other emergency equipment. At a minimum,
the street shall be improved with a base course up to that portion of the street which
provides direct access onto the lot for which a building permit is requested.

b. Prior to the issuance of a certificate of occupancy for any structure, all public
improvements required by the subdivision plan shall be completed. The Town may
waive the requirements of this section if in the opinion of the Director and Town
Engineer the issuance of a certificate of occupancy will not create significant adverse
impacts to the community, and the improvements remaining are satisfactorily
guaranteed to be completed in a timely manner. (Ord. 23, Series 1992)

9-2-3-7: SUBdivider REIMBURSEMENT AGREEMENTS:

A. Prior to the extension or construction of any public improvement or facility that is not entirely
within the subdivision and for which the subdivider expects to receive reimbursement for part
or all of the costs of the extension or construction (off-site improvements), the
subdivider shall enter into a public improvement extension agreement with the Town. The
agreement shall contain a description of the improvement(s) to be constructed or extended, the
legal description of the real property adjacent to the subdivider's improvements (adjacent
properties), the names and addresses of the current owners of the adjacent properties from
whom reimbursement is sought (adjacent property owners), the terms of the reimbursement to
the subdivider, which terms shall not be inconsistent with this section, and an agreement by the
subdivider to provide to the Town within six (60) days after the date of preliminary
construction acceptance by the Town, its actual costs for such work.

B. The agreement shall also include the following provisions:

1. The term of the agreement shall be fifteen (15) years from the date of the agreement, or until the subdivider has received reimbursement for the total reimbursement entitlement established by the agreement (plus any cost of living adjustment as hereinafter described), whichever shall first occur.

2. If at any time within the term of the agreement, a development or building permit is issued by the Town for the construction of development or improvements upon any adjacent property which results in new developments on the adjacent property being connected to, or served by, the off-site off-site improvements constructed by the subdivider, the Town shall collect from the adjacent property owner at the time of the issuance of the building permit an amount which the Town determines in the agreement to represent the adjacent property owner's fair and equitable share of the cost of the construction or extension of the subdivider's off-site off-site improvements. The amount of such adjacent property owner's share shall be determined using a front footage basis, unless the council determines that some other basis, or combination of basis, would result in a fairer and more equitable determination in a given case.

3. The amount due from each adjacent property owner shall be subject to the adjustment to reflect changes in the cost of living between the date of the agreement and date of collection. At the time of collection by the Town, the amount due from each adjacent property owner shall be multiplied by the multiplier, the numerator of which shall be the published "Consumer Price Index" for all items, "U.S. City Average For All Urban Consumers", published by the United States Department of Labor, Bureau of Labor statistics, most recently released prior to the time of collection, and the denominator of which shall be the index most recently released prior to the date of the agreement. In the event the Bureau of Labor statistics shall change the base period (currently 1982-84 = 100) the new index number for the month in which the agreement was executed shall be substituted for the index originally used for the denominator as provided for above. In the event the Bureau of Labor statistics ceases publishing the consumer price index in its current form, the Town shall select a substitute index or shall determine the means for calculating any change in the cost of living between the date of the agreement and the date of collection.

C. If the subdivider fails to comply with the terms and conditions of the agreement, the subdivider shall forfeit its right to reimbursement.

D. Nothing contained in the agreement or this section shall operate to create a lien or encumbrance of any kind upon the adjacent properties.

E. The Town shall pay over to the subdivider all sums collected from the adjacent property owners pursuant to the agreement as and when collected. In no event may the actual amounts so paid to the subdivider by the Town exceed the total reimbursement entitlement established by the agreement.
(plus any applicable cost of living adjustment). After the expiration of the fifteen (15) year term, the
agreement shall become null, void and of no further effect.

F. The subdivider shall construct such oversized improvements and utilities as the Town determines
necessary. If such oversized improvements are determined by the Town not to be required to serve the
subdivider’s development, the cost of such oversizing shall be included within the agreement, or at the
option of the Town, the Town shall reimburse the subdivider for the cost of the oversized portion of
such improvements or utilities.

G. A person extending or constructing off-site utilities or other public improvements, but not
actually engaged in a subdivision of property, may also be entitled to reimbursement in accordance with
the provisions of this section. (Ord. 23, Series 1992)

9-2-3-8: EFFECT OF ORDINANCE CHANGE ON PENDING APPLICATIONS:

An application for a development permit under this chapter which is substantially complete shall be
reviewed based upon the Town ordinances which were in effect at the time that such application was
initially made; provided, however, that an applicant with a pending application may elect to have such
application reviewed based upon a Town ordinance which was adopted between the date of the initial
submission of the application and the date of the final hearing on such application. For the purposes of
this section, an application is substantially complete if it meets substantially all of the applicable
requirements for a development permit application as provided in this chapter. Further, in the event
that any pending application shall become inactive, such application shall thereafter be reviewed based
upon the Town ordinances which are in effect when the application is next heard by the Planning
Commission. For the purposes of this section, a class A subdivision development permit application is
inactive if it has not been heard by the Planning Commission for a period of one year; and all other
subdivision development permit applications are inactive if they have not been heard by the Planning
Commission for a period of six (6) consecutive months. Upon the request of the applicant, and for good
cause shown, the Director may direct that an application which has become inactive shall still be
reviewed based upon the Town ordinances which were in effect at the time that such application was
initially made. Notwithstanding the provisions of this section, the Town may adopt a new or amended
law or regulation when necessary for the immediate preservation of the public health and safety and
may enforce such law or regulation in relation to an application for a development permit application
which is pending at the time such law or regulation is adopted. (Ord. 32, Series 1999)

9-2-3-9: RULES AND REGULATIONS:

The Director 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. (Ord. 17, Series 2011)

9-2-3-10: APPEAL:

The final decision of the Director, Planning Commission or Town Council with respect to any
development permit application submitted pursuant to this chapter may be appealed to an appropriate
court pursuant to rule 106(a)(4) of the Colorado rules of civil procedure. The municipal court shall not
have jurisdiction over such civil action. (Ord. 32, Series 2004)
9-2-3-11: CORRECTION OF RECORDED SUBDIVISION PLAT:

A. A subdivision plat affecting real property located within the Town that has been recorded with the Clerk and Recorder of Summit County, Colorado, may be corrected in accordance with the procedures set forth in this section. As used in this section, the term "subdivision plat" or "plat" has the meaning provided in section 9-2-2 of this chapter and includes, without limitation, recorded subdivision plats; recorded maps of condominiums, Town homes and other similar land developments; and other similar maps describing a piece or parcel of land and its features, such as unit boundaries, lots, streets, and easements.

B. Depending upon the nature of the required correction, a recorded subdivision plat may be corrected either by the execution and recording of an affidavit of correction or the filing of a correction plat. The process set forth in this section may only be used to correct one or more errors in a recorded subdivision plat, and may not be used to avoid complying with the other requirements of this chapter.

C. An affidavit of correction may be used to correct minor errors or omissions on a recorded subdivision plat including, but not limited to, minor typographical errors and errors in distances, angles, or bearings. Use of an affidavit of correction must be approved by the Town Engineer.

D. An application for an affidavit of correction shall be processed as follows:

1. An application for an affidavit of correction shall be processed administratively by the Director and Town Engineer in consultation with the Town Attorney.

2. The application fee for an affidavit of correction shall be fifty percent (50%) of the application fee for a Class C subdivision application. In addition, the party proposing the affidavit of correction shall reimburse the Town for any time expended by the Town Attorney in connection with the preparation or review of the proposed affidavit.

3. An affidavit of correction shall be in form and substance acceptable to the Town Attorney.

4. An affidavit of correction shall be recorded with the Clerk and Recorder of Summit County, Colorado. The party proposing the affidavit of correction shall pay all fees required to record the affidavit with the Clerk and Recorder of Summit County.

5. The original, recorded affidavit of correction shall be maintained in the land use records of the Town.

E. A correction plat may be used to correct a recorded subdivision plat when the Town Engineer determines that the errors or omissions to be corrected are too numerous or substantial to be corrected by an affidavit of correction.

F. An application for a correction plat shall be processed as a Class C subdivision application. In addition, the party proposing the correction plat shall reimburse the Town for any time expended by the Town Attorney in connection with the preparation or review of the proposed correction plat. The party proposing the affidavit shall pay all fees required to record the correction plat with the Clerk and Recorder of Summit County.

G. A correction plat shall be prepared in accordance with the following standards:
1. The name of the correction plat shall be the same as the name of the subdivision plat being
corrected, but shall include the words "correction plat" in the title of the correction plat.

2. Signature blocks for all property owners of property within the boundaries of the subdivision
shall be included.

3. All plat certificates required to be placed on a new subdivision plat shall be included on the
face of the correction plat.

4. All required plat certificates shall be properly executed before the correction plat is recorded.

5. All plat notes set forth on the subdivision plat to be corrected shall be included on the
correction plat.

6. The correction plat shall include a listing of all corrections made to the recorded subdivision
plat by the correction plat. The table shall show the original information and the corrections
being made by the correction plat. (Ord. 18, Series 2009)

9-2-4: REQUIREMENTS FOR IMPROVEMENTS, RESERVATIONS, AND DESIGN STANDARDS:

9-2-4-1: GENERAL REQUIREMENTS:

A. Conformance To Applicable Rules And Regulations: In addition to all requirements established herein,
all subdivision plans shall comply with the following:

1. All applicable state or federal laws. (Ord. 23, Series 1992)

2. The Breckenridge Comprehensive Plan, town master plan, land use guidelines, handbook of
land use guidelines, handbook of design standards, urban design plan, street standards, storm
drainage standards, flood damage prevention regulations, water quality and sediment transport
control standards, development code, building code, and all applicable town laws, codes,
regulations, and development related policies. (Ord. 13, Series 2012)

3. The rules of the Colorado Department of Transportation if the subdivision or any lot contained therein abuts a state highway. (Ord. 23, Series 1992)

4. Any applicable plat note or plat restriction pertaining to the real property proposed to be
subdivided. A plat note or plat restriction shall be deemed to be applicable only if it was placed
on the plat as part of the town’s plat approval process. (Ord. 2, Series 2003)

B. Unanticipated Field Conditions: Where field conditions require additional construction techniques,
such as the need for curtain drains to intercept a previously unknown drainage problem which will
interfere with a subdivision improvement, the town engineer may require additional measures to be
taken. Failure to take corrective action may result in not issuing any further building permits within the
subdivision.

C. Monuments And Markers:

1. Preservation Of Existing Monuments: All United States, state, county, or other
official bench marks, monuments, or triangulation stations in or adjacent to the subdivision shall
be preserved. When a proposed improvement in a subdivision makes necessary the moving of
bench marks, monuments, or stations, the authority having jurisdiction shall be notified and
given sufficient time to take appropriate action.

2. Placement Of New Monuments:

a. The external boundaries of a subdivision shall be marked in the field by concrete
monuments, iron pins or drill holes as specified and required by the Town Engineer.
These markings shall be placed not more than one thousand four hundred feet (1,400')
apart in any straight line, at all corners, at each end of all curves, at the point where a
curve changes radius, and at all angle points in any line.

b. All such markings shall be set flush with the proposed finished grade, installed in such
a manner that they will not be disturbed, and shall be Town referenced permanent
concrete markers with a brass plug identifying the point.

c. All markings shall be properly set in the ground and certified by a Colorado registered
land surveyor on the as built drawings.

d. The corners of all lots shall be identified with permanent monuments of galvanized
iron pipe not less than three-fourths inch (\(\frac{3}{4}\)”) in diameter and not less than thirty six
inches (36”) in length, or with iron pins approved by the Town Engineer. In no case
shall thin wall pipe or electrical conduit be permitted.

D. Character Of Land: Land which the Town determines to be unsuitable for subdivision or
development due to flooding, improper drainage, steep slopes, rock formations, adverse earth
formations or topography, utility easements, adverse visual impacts, or other features which could be
harmful to the safety, health and welfare of the inhabitants of the subdivision, its surrounding area, or
the Town in general shall not be subdivided or developed unless adequate methods acceptable to the
Town are formulated to solve the problems created by the unsuitable land conditions or development.
Development, including the placement of public improvements and the creation of sites for the
placement of structures, shall be provided on slopes in excess of fifteen percent (15%) if no other
reasonable alternatives exist and the subdivider mitigates the negative impacts created by development
on these slopes.

E. Energy Efficiency: All subdivisions shall be designed to promote energy efficiency, and site design
techniques shall include, but not be limited to: 1) building orientation; 2) street and lot layout; 3)
vegetation; 4) natural and manmade topographical features; and 5) protection of solar access within the
development.

F. Development Free Areas: Where the subdivision borders a manmade facility such as highway or
recreational facility from which the subdivision should be protected, or a natural feature such as a
wetland which should be protected from the impacts of development, the Town may require that no
structure or infrastructure improvements, including a septic system in the case of a wetland or stream,
be constructed within an area or in a manner that would create adverse impacts. In such cases, the
Town may also require plantings, berms, screening, the retention of existing vegetation, fencing or
other reasonable measures to reduce adverse impacts. (Ord. 23, Series 1992)

9-2-4-2: DESIGN COMPATIBLE WITH NATURAL FEATURES:
A. The design of every subdivision shall be compatible with the existing topography, drainage patterns, and other natural features on the site.

B. The design of the subdivision should, wherever possible, lower all maintenance costs both public and private through a self-maintainable ecological system, to conserve materials, construction labor, construction equipment, land and environmental values; to balance construction costs, amortization costs, operating costs, maintenance costs and replacement costs, thereby minimizing total average annual costs.

C. The design of every subdivision shall make adequate provision for the use and maintenance of open space. (Ord. 23, Series 1992)

D. Every subdivision shall strive to conserve existing features which add value or are of benefit to the development or the Town as a whole, such as trees, watercourses, ridgelines and hillsides visible from an area of concern, historic sites, and similar irreplaceable assets.

1. No trees shall be removed from any subdivision nor any change of grade of the land affected until approval of the plan has been granted and the plat filed, except in those instances where approval to remove trees has been granted pursuant to the requirements of the Town’s Development Code prior to filing of the plat. All trees on the plan required to be retained shall be preserved and all trees where required shall be welled and protected against change of grade. All disturbed areas shall be revegetated with native ground cover.

2. Every subdivision shall strive to preserve the existing natural landscape character of the site to the extent reasonable and feasible. The subdivider shall use best faith effort to preserve significant healthy trees. In determining which trees to preserve, consideration shall be given to preserving those which exhibit the following characteristics:

   a. Are significant specimen trees;

   b. Complement the project design including the enhancement of the future architecture and streetscape appearance;

   c. Can tolerate environmental changes to be caused by development; i.e., increased sunlight, heat, wind, snow loading and alteration of water regime;

   d. Have strong branching and rooting patterns;

   e. Are free of disease and insect infestation;

   f. Complement or do not conflict with stormwater practices;

   g. Exist in natural groupings including island of trees, or are significant singular trees;

   h. Do not conflict with necessary utility, roadway or sidewalk patterns;

   i. Help screen the visibility of existing and proposed development, including roadways, when viewed from an area of concern.

Where trees and other vegetation have been removed for the construction of the subdivision including roads, retaining walls, utilities, and other necessary improvements, the subdivider
shall implement a landscaping and revegetation plan based on the standards for landscaping
established in section 9-1-19-22 of this title. (Ord. 40, Series 2006)

3. In addition to the landscaping required above, the subdivider of land shall provide one tree
having a minimum trunk diameter (measured 6 inches above ground level) of not less than two
inches (2") for deciduous trees or having a minimum height of six feet (6') for evergreen trees
suitable for the Breckenridge climate for every fifteen (15) linear feet of roadway platted within
or immediately adjacent to the subdivision. It is further encouraged that landscaping be placed
on the downhill side of any retaining structures to screen the visibility of the road cut when
viewed from off-site. Where cut and fill slopes are used, they shall be revegetated with
native plant materials to reestablish ground cover and reduce the potential for soil erosion.
(Ord. 1, Series 2019)

E. No cut trees, timber, debris, junk, rubbish or other waste materials of any kind shall be buried in any
lot or left or deposited on any lot, street, or other area within the subdivision. Removal of same from
the lot shall be required prior to issuance of any certificate of occupancy for a structure on that lot. No
such material shall be left or deposited in any area of the subdivision at the time of dedication of public
improvements.

F. The design of every subdivision shall take into account the need to provide adequate firefighting
capabilities and shall strive to lessen fire danger through design and mitigation measures. (Ord. 23,
Series 1992)

9-2-4-3: DRAINAGE, STORM SEWERS AND FLOOD PREVENTION:

A. General Requirements:

1. Runoff: The Town shall not approve any subdivision which does not make adequate provision
for storm or flood water runoff control. The stormwater management system shall be separate
and independent of any sanitary sewer system and shall, wherever possible, utilize techniques
designed to recharge groundwater, minimize downstream flooding, and enhance the water
quality of the community.

2. Drainage: Lots shall be laid out so as to provide positive drainage away from all possible
building sites, individual lot drainage shall be coordinated with the general storm drainage
pattern for the area. Drainage shall be designed so as to avoid concentrations of storm drainage
waters onto adjacent lots. All drainage courses shall be protected by covenants and deed
restrictions preventing alteration, building upon, or obstructing of the drainageways.

3. Storm Sewers: Storm sewers, where required, shall be designed in accordance with the
Breckenridge storm drainage standards. A copy of design computations shall be submitted to
the Town along with all plans.

B. Nature Of Stormwater Facilities:

1. Location: The applicant may be required by the Planning Commission to carry away by pipe or
open ditch any spring or surface water that may have existed previous to or may result from the
subdivision. Such drainage facilities shall be located in the road right-of-way where feasible, or
in perpetual unobstructed easements of appropriate width, and shall be constructed in
accordance with Breckenridge storm drainage standards.

2. Accessibility To Public Storm Sewers: If a connection to a public storm sewer will eventually
be provided, as determined by the Town Engineer, the developer shall make arrangements for
future stormwater disposal at the time the plan receives approval. Provision for such connection
shall be incorporated in the performance bond required for the subdivision plan.

3. Accommodation Of Upstream Drainage Areas: A culvert or other drainage facility shall be
large enough to accommodate potential runoff from its entire upstream drainage area whether
inside or outside the subdivision. The Town Engineer shall determine the necessary size of the
facility based on applicable construction standards and specifications assuming conditions of
maximum potential watershed development permitted by Town or County regulations.

4. Effect On Downstream Drainage Areas: The applicant shall study the effect of the subdivision
on existing, downstream drainage facilities outside the area of the subdivision. Where it is
anticipated the additional runoff incidental to the development of the subdivision will overload
an existing downstream drainage facility, the Town shall require the developer to take steps to
minimize the impact on downstream properties.

5. Flood Prone Areas:
   a. If a proposed subdivision impacts a flood prone area: 1) it shall be designed to
      minimize flood damage within the flood prone area; 2) all public utilities and facilities,
      such as sewer, gas, electric and water systems, shall be located and constructed to
      minimize and eliminate flood damage; and 3) adequate drainage shall be provided to
      reduce exposure to flood hazards.
   b. Flood prone areas shall be preserved from any and all destruction or damage
      resulting from clearing, grading or dumping of earth, waste material or stumps. (Ord. 23,
      Series 1992)
   c. All subdivisions shall comply with the requirements of title 10, chapter 3 of this code.
      (Ord. 37, Series 2011)

C. Dedication Of Drainage Easements:

1. General Requirements: Where a subdivision is traversed by a watercourse or drainageway, a
   stormwater easement or drainage right of way shall be required which conforms to the lines of
   such watercourse or drainageway and is adequate for retaining potential drainage flows within
   the easement or right of way. Wherever possible, drainage should be contained by an open
   channel with landscaped, gently sloping banks.

2. Drainage Easements:
   a. Where topography or other conditions make impractical the inclusion of drainage
      facilities within road rights of way, perpetual unobstructed easements at least twenty
      feet (20') in width for such drainage facilities shall be dedicated to the Town across
      property outside the road right of way and with satisfactory access to the road.
Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

b. When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights of way or easements must be secured and indicated on the plan at no cost to the Town. In the event the subdivider, after using best efforts to acquire the necessary easements, fails to acquire said easements and the Town obtains the easements, then subdivider shall reimburse the Town for all costs borne by the Town to acquire the easements.

c. Where necessary for drainage or protection of watercourses, the Town may require the applicant to grant drainage or conservation easements to the Town along watercourses.

d. Low lying lands along watercourses subject to flooding or overflowing during storm periods, and wetlands whether or not included in areas for dedication, shall be preserved and retained in their natural state as drainageways.

D. Blue River: Where a subdivision is located adjacent to the Blue River, the subdivider shall dedicate all land located within the 100-year floodplain of the river to the Town. (Ord. 23, Series 1992)

9-2-4-4: UTILITIES:

A. General: All utilities shall be installed underground and utility stubs provided from mains and laterals to all lots within the subdivision prior to the completion of the finished road surface. Utility mains and laterals should not be placed directly under street pavement when alternative locations within the proposed road right of way exist. Utility placement under road shoulders, snow stack easements, or independent utility corridors which can provide utility service to all individual lots while being accessible to maintenance equipment are preferred. The removal of trees outside of the road right of way for the installation of utilities or placement of utility easements, which trees provide an effective screen or buffer to existing or future development, is strongly discouraged. Particular attention shall be given to the preservation of trees and other natural features on the downhill side of any existing or future development. Where it becomes necessary to remove trees for the installation of utility lines, the subdivider shall design the line in such a way as to minimize the tree removal, and if required to lessen the visual impact of the line, shall vary the direction of the line when necessary. On a ridgeline or hillside site where it may be necessary to install utilities or to locate easements on the downhill side of existing or future development, a row of trees at least twenty feet (20') deep shall be maintained between the development site and the new utilities or easements to help screen the visibility of the development from an area of concern. Where possible, utilities and utility easements on forested ridgeline or hillside lots shall not be located immediately adjacent to platted envelopes in order to preserve a row of trees at least twenty feet (20') deep between the utility or easement and the development site for screening the development. No subdivision shall be approved by the Town unless adequate public facilities are provided in accordance with this chapter. (Ord. 40, Series 2006)

B. Water Supply Facilities:

1. Subdivisions within the Town shall be served with a water supply system built to Town specifications as required by the Town’s water ordinance.
2. A subdivision water distribution system shall have adequate pipe sizes, water for domestic use, and sufficient fire hydrants to provide fire protection. Should existing water facilities be inadequate, the subdivider shall provide at his expense all facilities to meet required flows. All public water lines provided for new subdivisions shall extend through the subdivision to allow for extension to adjacent properties.

3. Fire hydrants shall be located per Town and Red, White, and Blue Fire District standards and shall be installed along with all utility improvements necessary for them to operate prior to the completion of the finished road surface.

C. Sanitary Sewer Facilities:

1. Public community sewage systems shall be constructed throughout the subdivision and connected to existing public sewage facilities, i.e., Upper Blue Breckenridge Sanitation District facilities.

2. Sanitary sewers shall be located within street or alley rights of way unless topography dictates otherwise. When located in easements on private property, access shall be provided to all manholes. The proposed location of sewer lines shall be shown on the final plan of the subdivision, and easements shall be dedicated to the Town or Upper Blue Breckenridge Sanitation District, as determined by the Town, and shall be not less than twenty feet (20') in width.

3. Sanitary sewer facilities design shall be in conformance with Upper Blue Breckenridge Sanitation District design criteria and engineering requirements. All sanitary sewage facilities shall be compatible with the long range planning for installing sewers in the entire tributary area.

D. Utilities: Telephone Communication, Electric, Gas, And Cable Television:

1. Utility distribution lines for telephone communication, electric, gas, and cable television service shall be placed underground throughout the entire subdivided area and shall serve all lots. Installation of such facilities shall be made in compliance with the applicable orders, rules and regulations of the state now or hereafter effective and the subdivider shall be responsible for compliance with the applicable orders, rules, and regulations of the state now or hereafter effective for any public utility whose service will be required for the subdivision with respect to the provisions of such facilities.

2. Underground telephone communication, electric, gas, and cable television service shall be placed within easements or dedicated public rights of way dedicated to the Town, in a manner that will not conflict with other underground services. Further, all transformer boxes shall be located so as not to be unsightly or hazardous to the public. Corner markers as required in this chapter shall not be disturbed by the installation of utility markers.

E. As Built Construction Drawings: As a condition for releasing construction bonding on public improvements, the developer shall submit as built drawings of all main, primary, secondary, and service utilities installed as part of the project. (Ord. 23, Series 1992)
A. Political Boundaries: No lot shall be laid out so it crosses a political boundary.

B. Arrangement: The lot arrangement shall be such that there will be little difficulty in securing development permits and building permits in compliance with the Breckenridge development code and building codes and in providing driveway access to buildings on such lots from an approved street at a grade in compliance with all Town ordinances and standards.

C. Lot Dimensions And Standards:

1. Lots for residential uses and all lots located within residential neighborhoods shall be a minimum of five thousand (5,000) square feet in size, except lots created through the subdivision of Town houses, duplexes, or building footprint lots created as part of a master plan, which are exempt when the lot and project as a whole is in general compliance with the Town comprehensive planning program and have little or no adverse impacts on the neighborhood. Determination of "general compliance with the Town's comprehensive planning program" shall be based upon, without limitation, the adequacy of proposed setbacks (including setbacks from other building footprint lots), privacy, functional parking, aesthetics, site buffering, circulation and compliance with the "Handbook Of Design Standards" as adopted in chapter 5 of this title.

2. The depth and width of lots shall be adequate to provide for sufficient ingress and egress, for parking facilities as required by the proposed use, and to avoid lot depth greater than twice the width.

3. In general, side lot lines shall be at right angles or radial to curving street lines unless a variation from this rule provides a better street plan or lot layout. Lots shall take the form of plain geometric shapes except where topographic conditions require otherwise for environmentally sensitive development. Flag lots or other irregular shapes proposed as a means of manipulating the square footage of lots in developed areas shall not be permitted.

4. Where lots are more than double the minimum required area for the zoning district, the Town may require that such lots be arranged so as to allow further subdivision and the opening of future streets where they would be necessary to serve such potential lots, all in compliance with this chapter.

5. The depth and width of properties reserved or laid out for business, commercial or industrial purposes shall be adequate to provide for the off street parking and loading facilities required for the type of use and development contemplated.

6. Building setback reservations, nonbuildable and tree preservation easements may be required to protect significant environmentally sensitive areas, significant stands of mature trees and comply with the plan required in subsection 9-2-4-2D2 of this chapter, sites of historical significance, recreation areas including golf courses, parks, significant views or other special areas that in the opinion of the Town are necessary for the protection of the health, safety and welfare of the community.

7. The following standards shall apply to site disturbance envelopes:
a. Site disturbance envelopes shall be platted for all residential lots at the time of subdivision.

b. Outside of the conservation district, a site disturbance envelope shall be located on a lot in a manner which complies with the following minimum setbacks:

- Front yard: Twenty five feet (25').
- Rear yard: Fifteen feet (15').
- Side yard: Fifteen feet (15'), with combined side yard setbacks on each lot equaling a minimum of fifty feet (50').

Site disturbance envelopes shall be located away from significant ridgelines and hillsides.

c. In addition to the minimum requirements which will be established through subsection C7b of this section, the location of a site disturbance envelope shall also take into consideration: 1) the topography of the lot; 2) wetlands or water bodies on or adjacent to the lot, if any; 3) the vegetation, geology, hydrology, and/or historic resources of the lot; 4) any ridgelines or hillsides on the lot visible from an area of concern; and 5) significant trees which will effectively screen future development when viewed from an area of concern. Particular attention shall be given to trees on the downhill side of a site disturbance envelope.

d. Except as provided in subsection C7e of this section, the following shall occur within a platted site disturbance envelope: 1) all construction activities, including, but not limited to, grading, excavation, soil disruption (tree cutting and/or the removal of native vegetation unless approved by separate review in connection with an approved fire mitigation and/or a forest management plan); and 2) the construction of all permanent improvements, such as buildings, roof overhangs, structures, decks, at-grade patios, fences, stairs, window wells, bay windows, or other similar improvements.

e. The following may occur outside of a platted site disturbance envelope: 1) construction of approved driveway access and paving, walkways, necessary driveway retaining walls, utility connections, pedestals and boxes, approved drainage facilities, culverts, public and private trails, street lighting, driveway entrance signage and related lighting, and soil disturbances related to all such activities; 2) approved tree planting and landscaping; and 3) other activities approved by the director which are consistent with the intent and purpose of the town requirement for the creation of site disturbance envelopes.

7. The following standards shall apply to site disturbance envelopes or any modification of existing building or disturbance envelopes:

a. Site disturbance envelopes shall be platted for all residential lots at the time of subdivision, including resubdivisions and lot line vacations.

b. New site disturbance envelopes:
(1) Within the Conservation District, site disturbance envelopes are not required.

(2) Outside of the Conservation District, a site disturbance envelope shall be located on a lot in a manner which complies with the following minimum setbacks:

   (a) Front yard: Twenty five feet (25').

   (b) Rear yard: Fifteen feet (15').

   (c) Side yard: Fifteen feet (15'), with combined side yard setbacks on each lot equaling a minimum of fifty feet (50').

(3) Site disturbance envelopes shall be located away from significant ridgelines and hillsides.

(4) In general, site disturbance envelope lines shall be at right angles. Disturbance envelopes shall take the form of simple geometric shapes, except where topographic conditions require otherwise for an environmentally sensitive design.

(5) The location of a site disturbance envelope shall take into consideration: 1) the topography of the lot; 2) wetlands or water bodies on or adjacent to the lot, if any; 3) the vegetation, geology, hydrology, and/or historic resources of the lot; 4) any ridgelines or hillsides on the lot visible from an area of concern; and 5) significant trees which will effectively screen future development when viewed from an area of concern. Particular attention shall be given to trees on the downhill side of a site disturbance envelope.

c. Modification to existing building or site disturbance envelopes:

   (1) Requirements in subsection c.7.a. of this section shall be reviewed when any envelope modification occurs.

   (2) Building envelope modifications shall result in the envelope becoming a site disturbance envelope. The creation of new envelopes shall be reviewed by the Planning Commission unless the application is a Class C Subdivision.

   (3) Modifications to any envelope shall result in both square footage and overall site disturbance equal to or less than the existing envelope.

   (4) Any envelope modification or relocation shall be solely for environmental preservation, reduced site disturbance, reduced visibility, or in special cases where that has been significant change within the envelope from past activity, such as foresting or mining. Enhanced viewsheds are not a valid reason to modify or relocate a site disturbance envelope. If an envelope is proposed to be relocated to another portion of a lot, impact of adjacent properties shall be considered. Additional information justifying any envelope modification or relocation may be required by the Director.
d. Development allowed within a Site Disturbance Envelope:

(1) Except as provided in subsection 7.e. of this section, the following shall occur within a platted site disturbance envelope: 1) all construction activities, including, but not limited to, grading, excavation, soil disruption (tree cutting and/or the removal of native vegetation unless approved by separate review in connection with an approved fire mitigation and/or a forest management plan); and 2) the construction of all permanent improvements, including buildings, roof overhangs, structures, decks, at grade patios, fences, stairs, window wells, bay windows, parking spaces, parking hammerheads, or other similar improvements and development.

e. Development allowed outside of a Site Disturbance Envelope:

(1) The following may occur outside of a platted site disturbance envelope: 1) construction of approved driveway access and paving (Once a driveway crosses a site disturbance envelope line, the driveway should not again cross the envelope), walkways, necessary driveway retaining walls, utility connections, pedestals and boxes, approved drainage facilities, culverts, public and private trails, street lighting, driveway entrance signage and related lighting, freestanding solar arrays and wind turbines, and soil disturbances related to all such activities; 2) approved tree planting and landscaping; and 3) other activities approved by the Director which are consistent with the intent and purpose of the Town requirement for the creation of site disturbance envelopes.

8. The following rules shall apply to the subdivision of a building footprint lot:

a. A building footprint lot shall only be allowed if specifically authorized in an approved master plan.

b. A building footprint lot located within the "Conservation District" (as defined in section 9-1-5 of this title) shall only be allowed within the Downtown Overlay District.

c. Within the Downtown Overlay District the minimum distance between a building footprint lot and any adjacent building or another building footprint lot within the master plan shall be a distance that is equal to one-third (1/3) the length of the longest wall plane of the existing or proposed building to be located on the building footprint lot, or six feet (6'), whichever is greater.

d. A building footprint lot shall not be located in significant view corridors, or on ridgelines or hillsides.

9. Lots abutting a watercourse, drainageway, channel, streams or steep slopes shall have a minimum width and depth required to provide an adequate building site and the minimum usable area for front, side and rear yards, as required in the Breckenridge Development Code.

(Ord. 31, Series 2010)
9-2-4-6: BLOCKS:

A. Design: The length, width and shape of blocks shall be determined with due regard to the following:

1. Provisions for adequate building sites suitable to the special needs of the types of uses contemplated.

2. Needs for convenient access, circulation, control and safety of the street traffic.

B. Width: Blocks shall have sufficient width to provide for two (2) tiers of lots of appropriate depths. Exceptions to this prescribed block standard shall be permitted when deemed appropriate by the Town. Blocks adjacent to arterials, major collectors, watercourses, or steep slopes are examples where exceptions might be appropriate.

C. Reservation Of Easements: In long blocks, the Town may require the reservation of easements through the block to accommodate utilities, drainage facilities, pedestrian or bicycle traffic. Such easements shall not be less than fifteen feet (15’) wide and shall be improved by the subdivider and dedicated to the Town.

D. Industrial Or Commercial Uses: Blocks designed for industrial or commercial uses shall be of such length and width as determined suitable by the Town for the proposed uses. (Ord. 23, Series 1992)

9-2-4-7: PEDESTRIAN AND BICYCLE CIRCULATION SYSTEMS:

It is the policy of the Town to require bicycle and pedestrian paths to be dedicated to the Town as a component of the Town’s alternative transportation network and to provide recreational opportunities. Subdivision proposals shall include, as a component of the required public improvements, a pedestrian and bicycle path system designed to preserve existing paths, integrate with existing improvements and provide service appropriate to the character and magnitude of the proposed development.

At such time as the Town has adopted a Trails Plan master plan, the subdivider shall dedicate to the Town those portions of the trails, if any, shown thereon which traverse the property to be subdivided. The Town may accept alternative trail alignments and dedications proposed by the subdivider which will implement the Town’s overall trails plans and policies.

Land dedicated for a trail shall apply toward the subdivider’s open space dedication requirements under subsection 9-2-4-13A of this chapter. The Town may require dedication of land for open space exceeding ten percent (10%) when such dedication is necessary to implement the Town’s overall trails plans and policies, and the additional dedication does not create an undue burden on the design and development of the subdivision. Where trail dedications are made pursuant to the Trails Plan master plan which result in open space dedications greater than ten percent (10%) of the land area of the subdivision, the Town’s open space dedication requirements shall be deemed to be satisfied upon making such dedications. Land area for sidewalks adjacent to streets, and land area for internal pedestrian circulation elements shall not be credited toward the ten percent (10%) open space dedication requirement.

Prior to the adoption of a Trails Plan master plan, the subdivider shall dedicate to the Town those
trails necessary to implement a townwide trails system. In determining which trails shall be dedicated prior to the adoption of a Trails Plan, the town shall utilize the Breckenridge Comprehensive Plan, town’s existing master plan, Urban Design Plan, and other relevant documents.

All easements or rights of way for paths dedicated to the town lying within subdivider's property shall be at least fifteen feet (15’) in width.

Where possible, a separation between vehicular trafficways and pedestrian/bicycle improvements is encouraged. Bike path and pedestrianways shall be constructed according to the standards established in the Breckenridge street standards for hard surface paths. Soft surface paths shall be designed to meet current industry standards.

One hundred percent (100%) of the land area required by the town to be dedicated for trail systems outside of the proposed street rights of way shall be credited toward the subdivider's open space requirements, if any. (Ord. 23, Series 1992)

9-2-4-8: STREET LIGHTING:

Streetlights shall be installed for every subdivision and shall meet the requirements of the Breckenridge street standards. The type of lighting fixture shall be determined by the Planning Commission and shall be a fixture compatible with the character of the neighborhood and town as a whole. For example, Welsbach or other similar fixtures approved by the town shall be utilized throughout the historic district and areas adjacent to it, while other areas may utilize fixtures compatible with quality mountain architecture. (Ord. 23, Series 1992)

9-2-4-9: TRAFFIC CONTROL DEVICES AND SIGNS:

The subdivider shall provide at his expense, and install, all traffic control devices and signs required by the town prior to acceptance of the street by the town. Street name signs are to be furnished and installed by subdivider at all intersections within or abutting the subdivision, the type and location of which are to be approved by the Director of Public Works. (Ord. 23, Series 1992)

9-2-4-10: SUBDIVISION AND STREET NAMES:

The proposed name of the subdivision or streets therein, shall not duplicate or too closely approximate the names of other streets or subdivisions in the town or Upper Blue Basin Valley. The town shall have final authority to designate the name of the subdivision and streets therein. (Ord. 23, Series 1992)

9-2-4-11: EXISTING AND PROPOSED STREETS:

A. General:

1. Conformance With Master Plan: All streets shall be laid out in conformance with the Breckenridge Comprehensive Plan master plan. Where such is not shown on the Comprehensive Plan town master plan, the arrangement of streets within a subdivision shall either:
a. Provide for the continuation or projection of existing arterials or major collector streets in adjacent areas.

b. Conform to a plan for the area or neighborhood recommended by the town to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable.

2. Access To Accepted Streets:

a. All subdivisions shall have frontage on and vehicular access from an existing dedicated street or highway.

b. Such street or highway shall be suitably improved so as to provide for safe circulation and shall be capable of accommodating the increased traffic generated by the subdivision.

c. When land fronting on an existing street or an unaccepted street is proposed for subdivision and the street does not meet the construction standards and right of way width required by town standards, the town may require dedication of additional right of way and construction of improvements by the subdivider. (Ord. 23, Series 1992)

3. Topography And Arrangement:

a. Streets that are appropriately related to the general topography of the land are encouraged. Steep grades and sharp curves shall be avoided. Large cut and fill areas shall be avoided through alternative placement or retaining walls if necessary. The use of retaining structures is encouraged when they will significantly reduce the grading and other site disturbance including tree removal. In cases where retaining structures are used they must be constructed from sturdy, dark natural materials, such as boulders, or engineered structures faced with natural rock or other material, which will blend with the surrounding area. It is further encouraged that landscaping be placed on the downhill side of retaining structures to screen the visibility of such structures when viewed from off-site off-site. Specific standards which shall be followed are contained in the Breckenridge street standards. (Ord. 40, Series 2006)

b. All streets shall be properly related to specific traffic generators, such as industries, business districts, schools, churches and shopping centers, to population densities and to the pattern of existing and proposed land uses.

c. Minor collectors and local streets shall be laid out to discourage use by through traffic, to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide convenient and safe access to the property.

d. The gridiron street pattern need not be adhered to, and the use of curvilinear streets and loop streets is encouraged where such use will result in a more desirable layout. In general, dead end streets are discouraged because of problems with snowplowing and the provision of emergency services.
e. Proposed streets shall be extended to the boundary line of the tract to be subdivided, unless prevented by topography or other physical conditions, or unless, in the opinion of the Town, such extension is not necessary or desirable for the coordination of the layout of the subdivision’s streets with existing or proposed streets.

f. Where the Town determines the street pattern for a proposed development should connect to an existing, proposed or previously laid out street or right of way, the Town may require the extension and construction of the street or right of way by the subdivider to assure a safe, efficient circulation system.

g. In business and industrial developments, the streets and other accessways shall be planned in connection with the grouping of buildings, and the provision of alleys, walks, parking areas and truck loading and maneuvering areas, and so as to minimize conflict of movement between the various types of traffic, including pedestrian.

4. Location Of Roads And Dead End Roads:

a. Arrangement Of Roads: The arrangement of streets shall provide for the continuation of existing or proposed streets between adjacent properties when such continuation is necessary for convenient movement of traffic, effective fire protection, efficient provision of utilities, and/or where such continuation is compatible with the Breckenridge Comprehensive Plan.

b. Temporary Dead End Roads: A temporary cul-de-sac or hammerhead turnaround meeting Town standards shall be provided on all temporary dead end streets, with the notation on the subdivision plan that land outside the normal street right of way shall revert to the abutting property wherever the permanent street is constructed. The Town may limit the length of temporary dead end streets in the interest of public health, safety and general welfare, and shall discourage temporary dead end streets in excess of six hundred feet (600').

c. Permanent Dead End Roads:

(1) Where a road does not extend beyond the boundary of the subdivision and its continuation is not required by the Town for access to adjoining property, the Town may require the reservation of appropriate easements to adjacent property to accommodate drainage facilities, snow stacking areas, pedestrian or bicycle traffic, or utilities.

(2) Where cul-de-sac or dead end roads are allowed, the design and length of the street shall be in compliance with the Breckenridge street standards.

5. Bridges, Crossings, Culverts And Other Public Improvements: All bridges, crossings, culverts and other public improvements of primary benefit to the subdivider, as determined by the Town, shall be constructed at the expense of the applicant.

B. Classification And Design: All streets shall be designed and constructed by the subdivider at no cost to the Town in accordance with the classifications and design standards in the Breckenridge street standards.
C. Street Dedications And Reservations:

1. Reservations: The Town may require the reservation of the full right of way for any existing or proposed street and may require the construction of all or part of the facilities within the right of way required for the appropriate classification.

2. Widening And Realignment Of Existing Streets: Where a subdivision borders an existing street or when the Breckenridge Comprehensive Plan master plan indicates or the Town determines a need for realignment or widening of a street that would require use of some of the land in the subdivision, the subdivider may be required to improve and dedicate at his expense such areas for widening or realignment of such streets. Such frontage streets and other streets shall be improved in accordance with Town street standards and dedicated by the subdivider at his own expense to the full width as required by this chapter, provided that if the subdivider owns land on only one side of said street, he need only realign that side and only improve one-half (1/2) of the necessary width, including all bridges, crossings and culverts required by the Town.

3. Perimeter Streets: No new perimeter half streets shall be permitted in new subdivisions. (Ord. 23, Series 1992)

9-2-4-12: NONRESIDENTIAL SUBDIVISIONS:

A. General: A nonresidential subdivision shall be subject to all the requirements of this chapter.

B. Standards: The subdivider shall demonstrate to the satisfaction of the Town that the street, parcel and block pattern proposed is specifically adapted to the uses anticipated and takes into account other uses in the vicinity. The following principles and standards shall be observed:

1. Street rights of way and pavement shall be adequate to accommodate the type and volume of traffic anticipated to be generated thereupon and special requirements may be imposed by the Town with respect to street, curb, gutter and sidewalk design and construction.

2. Special requirements may be imposed by the Town with respect to the installation of public utilities, including water, sewer and stormwater drainage.

3. Streets carrying nonresidential traffic, especially truck traffic, shall not normally be extended to the boundaries of adjacent, existing or potential residential areas. (Ord. 23, Series 1992)

9-2-4-13: DEDICATION OF PARK LANDS, OPEN SPACE AND RECREATIONAL SITES OR THE PAYMENT OF FEES IN LIEU THEREOF:

All subdividers shall provide land for open space purposes, or cash contributions in lieu of land, or a combination of both, at the option of the Town which are roughly proportional in both nature and extent to the impacts created by the proposed subdivision. Unless a different dedication or payment is required by the Planning Commission on the basis of competent evidence presented, it shall be presumed that the requirements of this section satisfy the rough proportionality requirement; provided, however, that this requirement shall not apply to a person who undertakes to resubdivide a parcel for which an open space dedication has previously been made, or a person who undertakes to subdivide a structure. This land dedication or cash or combination thereof shall be provided in accordance with the following criteria and formula: (Ord. 27, Series 1995)
A. Criteria For Park, Open Space And Recreational Land Dedications:

1. Land Dedication Requirements: All subdividers shall be required to dedicate to the Town ten percent (10%) of the land area of the proposed subdivision for use by the Town for parks, open space, or other similar recreational purposes, or to provide cash in lieu of the dedication in an amount equal to ten percent (10%) of the value of the land prior to subdivision.

2. Location: The location and configuration of the site or sites to be dedicated shall be determined by the Town in consultation with the subdivider and Town staff which shall take into account the Breckenridge Comprehensive Plan, master plan of the Town, the suitability of the site for park, open space, or recreational purposes, its relationship to population concentrations, and its proximity to other park or recreational lands, including existing and proposed parks adjacent to the Blue River. The Town may require that the area be located at a suitable place, such as on the edge of the subdivision so additional land may be added at such time as the adjacent land is subdivided. Land so reserved shall be of a character and location suitable for public purposes, and if consistent with the needs of the Town in that particular area, and if proposed for a playground or other similar recreational purposes shall be relatively level and dry.

3. Minimum Size: The minimum size of any land to be dedicated for park, open space and recreational purposes generally shall be not less than ten thousand (10,000) square feet, one dimension of which should not be less than one hundred feet (100'), except that the Town may approve dedications of a smaller size, when required by the specific plans of the development and when the usefulness of the smaller area for park or recreational purposes is demonstrated.

4. Use Of Detention Areas For Required Dedications: Detention areas for stormwater control shall not qualify as land for park, open space and recreational purposes, unless the use of the property for active recreational purposes is clearly demonstrated.

B. Criteria For Requiring A Contribution In Lieu Of Park, Open Space Or Recreational Sites: Where the development is small and the resulting land dedication is below the suggested minimum requirement or when the available land is inappropriate for park, open space or recreational purposes, as determined by the Town, the subdivider shall pay a cash fee to the Town in lieu of the land dedication required.

1. Cash Contribution In Lieu Of Park, Open Space And Recreational Land Dedications: A cash contribution equal to ten percent (10%) of the value of the land shall be provided in lieu of park, open space and recreational land dedications and shall be held by the Town solely for the acquisition and improvement of park, open space and recreational land within the community. Because of the small size of the community, the provision of a park, open space, or other recreational land anywhere within the Breckenridge Comprehensive Plan, master plan boundary shall be deemed to meet the needs of the proposed subdivision.

2. Refund Of Cash Contribution: If any portion of a cash contribution in lieu of park, open space, and recreational land dedications is not expended by the Town for the purposes set forth herein seven (7) years from the date of receipt, it shall be refunded to the subdivider who made such contribution, along with any accrued interest earned on such funds.
3. Fair Market Value: The cash contribution in lieu of a land dedication shall be based on the fair market value of the undeveloped land that otherwise would have been dedicated as a park, open space or recreational site. The fee shall be based on the value of the land as determined by utilizing the most recent Summit County assessor's "actual value".

In the event of any objection to the fair market value, including an objection by the Town, the objecting party shall submit an appraisal showing the fair market value of said undeveloped land. The final determination of the fair market value of said undeveloped land shall be made by the Town based upon such information submitted by the objecting party, along with any responses thereto by the subdivider or Town staff.

4. Criteria For Requiring Dedication And A Fee: A combination of land dedication and a cash contribution in lieu of land shall be required when:

   a. The subdivision or development does not have sufficient or adequate land to meet the dedication requirements hereunder. That portion of the land within the subdivision or development which is adequate or sufficient for the park, open space or recreation area shall be dedicated as a site as aforesaid, and a cash contribution in lieu thereof shall be required for any additional land that would have been required to be dedicated.

   b. A major part of a park, open space, or recreational site has already been acquired and only a small portion of land is needed from the development to complete the site. The remaining portions shall be required by dedication, and a cash contribution in lieu thereof shall be required.

C. Combining With Adjoining Developments: Park, open space or recreational land dedications may be combined with dedications from adjoining subdivisions and developments in order to produce usable recreational areas without hardship on a particular developer.

D. Topography And Grading: The slope, topography, and geology of the dedicated site as well as its surroundings must be suitable for its intended purposes. Grading on sites for park and recreational uses shall not differ greatly from surrounding natural or manmade features.

E. Dedication At Time Of Approval Of Final Plat: All dedications or fees in lieu of shall be made prior to or concurrent with filing and recording of the final plat. (Ord. 23, Series 1992)

9-2-5: APPENDIX A; PLAT CERTIFICATES:

The following certificates and notices, properly executed and in substantially the following form, shall be shown on the face of each final subdivision plat before it is recorded with the Summit County Clerk and Recorder and recorder. Any substantive variation from the text of the certificates as shown must be approved by the Town Attorney. Any other certificates or notices that are deemed necessary for the purposes of the particular plat shall also be included at the time of its submission. Note: The following plat notes must be customized to fit the facts of the particular plat (i.e., if the owner is not an entity, but are 2 individuals, the reference to the type of the business entity must be deleted; "has laid out" must be changed to "have laid out"; and so forth).
Owner's Certificate:

KNOW ALL MEN BY THESE PRESENTS:

That, a Colorado, being the owner of the following described real property situated in the Town of Breckenridge, County of Summit, State of Colorado:

(insert legal description)

has laid out, subdivided and platted the same into lots, tracts, streets, and easements as shown hereon under the name and style of , and by these presents, do hereby set apart and dedicate to the perpetual use of the public all of the streets, alleys and other public ways and places as shown hereon, and further hereby dedicates those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon. (and/or other purposes)

IN WITNESS WHEREOF, has caused its name to be hereunto subscribed this day of , 20.

[Insert Signature Block]

State of Colorado)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this day of , 20, by , as , and , as of , a Colorado.

Witness my hand and official seal.

Notary Public

My commission expires:

Town Of Breckenridge Certificate:

This plat is approved this day of , 20.

TOWN OF BRECKENRIDGE

By:
Director, Department of Community Development
Notice:

Public notice is hereby given that the Town of Breckenridge hereby accepts all of the offers of dedication made by this plat. However, such acceptance does not constitute an acceptance of the roads and rights of way reflected hereon for maintenance by the Town.

Until such roads and rights of way meet Town road specifications and are specifically accepted by the Town, the maintenance, construction, and all other matters pertaining to or affecting said roads and rights of way are the sole responsibility of the owners of the land embraced within this subdivision.

[Note: The town certificate on any subdivision plat may be executed by the director of the department of community development, or any assistant director.]

Town Clerk's Certificate:

I hereby certify that this instrument was filed in my office at o'clock M. on , 20, and is duly recorded.

Town Clerk

Surveyor's Certificate:

I, , being a registered land surveyor in the State of Colorado, do hereby certify that this plat of was prepared by me and under my supervision from a survey made by me and under my supervision, that both this plat and the survey are true and accurate to the best of my knowledge and belief, and that the monuments were placed pursuant to Section 38-51-105, C.R.S.

Dated this day of , 20.

Surveyor

Title Company Certificate:

does hereby certify that it has examined the title to all lands shown hereon, and all lands herein dedicated by virtue of this plat, and title to all such lands is in the owner named above free and clear of all liens, taxes and encumbrances, except as follows:

Dated this day of , 20.
Certificate Of Taxes Paid:

I, the undersigned, do hereby certify that the entire amount of all taxes due and payable as of, 20
upon parcels of real estate described on this plat are paid in full.

Dated this day of 20 ad.

Summit County Treasurer or Designee

Clerk And Recorder's Certificate:

State of Colorado)
) ss.
County of Summit)

I hereby certify that this instrument was filed in my office at o'clock M., this day of, 20, and is filed
under Reception No. .

Summit County Clerk and Recorder

(Ord. 32, Series 2008)
Memo

To: Town Council
From: Mark Truckey, Community Development Director
Date: 11/20/2019
Subject: Work Session on Development Agreement for Transfer of Density off the South Gondola Lot

As part of the negotiations with Vail Resorts regarding the Ground Lease for development of a parking structure on the South Gondola Lot, it was contemplated that Vail Resorts should be allowed to transfer the density currently assigned to the South Gondola Lot to other properties in Town owned by Vail Resorts. The attached Development Agreement ordinance allows for future density transfers off the South Gondola Lot, which may occur in one or multiple subsequent density transfers. The attached Exhibit B-1 (Density Transfer Agreement and Covenant) sets forth the form of documentation that will need to be submitted for any subsequent density transfers proposed by Vail Resorts.

For the Council's background, there are currently 40 units of density assigned to the South Gondola Lot, along with another 93 units of density that are assigned jointly to the North and South Gondola Lots. Another 68 units are assigned solely to the North Gondola Lot. The attached application letter from Kyle Griffith of Vail Resorts further describes this.

The Town’s Development Code requires a Development Agreement for all density transfers from one location in town to another. Adoption of this Development Agreement by the Council will set the stage and authorize future density transfers that Vail Resorts proposes off the South Gondola Lot. Any density transfer will still be subject to a "fit test", to ensure that the receiving property for the density can accommodate the additional density while still meeting the other requirements and policies of the Development Code. Staff will be available for any questions that the Council may have.
October 29, 2019

Chris Kulick
Breckenridge Community Development Staff
Town of Breckenridge
PO Box 168, 150 Ski Hill Road
Breckenridge, CO 80424

Project: Class A Application – Development Agreement
Gondola Lots Density Transfer

Dear Mr. Kulick,

Vail Summit Resorts, Inc. (VSRI) is the owner of Lots 1-A, 3-A, 3-B and 4, Sawmill Station Square, Filing No. 3, Amendment No. 2 and Lots 1-B and 1-C, A Replat of Lots 1-B & 1-C, Sawmill Station Square, Filing No. 3, Amendment No. 2 & Lot 1, Sawmill Station Square, Filing No. 1, Amendment No. 2 (the “South Gondola Lot”) and Lot 1, Block 3, Parkway Center Subdivision Amended #1 (the “North Gondola Lot”) (collectively, the “Gondola Lots”). VSRI is also the owner of Lot 1B, Block 4, Parkway Center Subdivision Amended #1 and Tract Q, Shock Hill Subdivision (the “Gold Rush Lot”).

On behalf of VSRI, as owner of the Gondola Lots and Gold Rush Lot, please accept this supplemental letter with our Class A application for approval of a Development Agreement to document the transfer of density from the South Gondola Lot, in connection with the ground lease entered into by VSRI and the Town of Breckenridge for the South Gondola Lot.

Pursuant to the Town’s land use regulations, forty (40) single family equivalents of density (“SFEs”) are currently allocated to the South Gondola Lot; (ii) sixty-eight (68) SFEs are currently allocated to North Gondola Lot; and (iii) an additional ninety-three (93) SFEs were transferred from Gold Rush Lot and are currently allocated to the South Gondola Lot and North Gondola Lot pursuant to that certain Agreement and Covenant for Transfer of Density (Gondola Lots Redevelopment Master Plan) between the Town and VSRI dated June 6, 2010 and recorded in the Records on July 13, 2010 at Reception No. 942512.

The Town and VSRI entered into a ground lease, dated July 8, 2019 (the “Ground Lease”), pursuant to which VSRI leased to the Town the South Gondola Lot. In recognition of the fact that VSRI will not be able to use the density on the South Gondola Lot during the term of the Ground Lease, Section 5.3E of the Ground Lease provides that VSRI is to be allowed
to transfer all or a portion of the density attributable to the South Gondola Lot to other real property owned by VSRI located within the corporate limits of the Town.

Through this Class A application, VSRI is requesting to enter into a Development Agreement with the Town of Breckenridge in order to document and permit this transfer of density. A draft of the proposed Development Agreement is enclosed with this application. VSRI acknowledges that the actual transfer of density will be completed through a Density Transfer Agreement and Covenant, the form of which is attached to the proposed Development Agreement.

If you have any questions regarding this letter, please contact Kyle Griffith, Vice President of Real Estate Development, at 303.885.1074 or kgriffith@vailresorts.com.

Sincerely,

Vail Summit Resorts, Inc.

Kyle Griffith
Vice President – Real Estate Development

cc: Gina Steffens, Assistant General Counsel, Vail Resorts
    Kara Bowyer, Director of Land Use and Community Development, Vail Resorts
BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

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

A. The Town and Vail Summit Resorts, Inc., a Colorado corporation (“VSRI”) entered into that Ground Lease dated July 8, 2019 (“Ground Lease”). A Memorandum of the Ground Lease dated as of July 8, 2019 was recorded July 9, 2019 at Reception No. 1202097 of the real property records of the Clerk and Recorder of Summit County, Colorado (“Records”).

B. Pursuant to the Ground Lease, VSRI leased to the Town the following described real property:

Lots 1-A, 3-A, 3-B and 4, Sawmill Station Square, Filing No. 3, Amendment No. 2, according to the Plat thereof filed with the Summit County, Colorado Clerk and Recorder on January 21, 1986 at Reception No. 311104, Summit County, Colorado; and

Lots 1-B and 1-C, A Replat of Lots 1-B & 1-C, Sawmill Station Square, Filing No. 3, Amendment No. 2 & Lot 1, Sawmill Station Square, Filing No. 1, Amendment No. 2 according to the Plat thereof filed with the Summit County, Colorado Clerk and Recorder on December 14, 1990 at Reception No. 397221, Summit County, Colorado.

Such real property is referred to in this Agreement as the “South Gondola Lot.”

C. The initial term of the Ground Lease is fifty (50) years. Subject to certain terms and conditions as described in the Ground Lease, the Town may extend the term of the Ground Lease for up to an additional twenty (20) years.

D. Under the Town’s land use regulations a certain amount of density has been attributed to the South Gondola Lot. Such density is not required by the Town in connection with its use of the South Gondola Lot pursuant to the Ground Lease.
E. In recognition of the fact that VSRI will not be able to use the density on the South Gondola Lot during the term of the Ground Lease, Section 5.3E of the Ground Lease provides that VSRI is to be allowed to transfer all or a portion of the density attributable to the South Gondola Lot to other real property owned by VSRI located within the corporate limits of the Town.

F. Section 9-1-17-12A of the Breckenridge Town Code provides that the transfer of density from one parcel of land located within the corporate limits of the Town to another parcel of land located within the corporate limits of the Town may be approved by a development agreement.

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

H. Because VSRI entered into the Ground Lease, the Town Council finds and determines that no further commitments mentioned in Section 9-9-4 of the Breckenridge Town Code should be required from VSRI in connection with this Agreement.

I. The Town Council has received a completed application and all required submittals for a development agreement (“Application”); had a preliminary discussion of the Application and a proposed development agreement with VSRI; and determined that it should commence proceedings for the approval of the proposed development agreement with VSRI without referring the proposed development agreement to the Planning Commission for its review and recommendation.

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

K. The Town Council has reviewed the proposed Development Agreement.

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

M. The procedures to be used to review and approve a development agreement are provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such Chapter have substantially been met or waived in connection with the approval of the proposed Development Agreement and the adoption of this ordinance.

Section 2. Approval of Development Agreement. The Development Agreement between the Town and Vail Summit Resorts, Inc., a Colorado corporation (Exhibit “A” hereto), is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

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

Section 4. Police Power Finding. The Town Council 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 5. Authority. The Town Council finds, determines, and declares that it has the
power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
Charter.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this ____ day of ________, 2019. A Public Hearing shall be held at the
regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
____, 2019, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
Town.

TOWN OF BRECKENRIDGE

By:________________________________
Eric S. Mamula, Mayor

ATTEST:

_________________________________
Helen Cospolich, CMC,
Town Clerk
DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is dated __________________________, 2019 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “Town”) and VAIL SUMMIT RESORTS, INC., a Colorado corporation (“VSRI”).

Recitals

A. The Town and VSRI entered into that Ground Lease dated July 8, 2019 (“Ground Lease”). A Memorandum of the Ground Lease dated as of July 8, 2019 was recorded July 9, 2019 at Reception No. 1202097 of the real property records of the Clerk and Recorder of Summit County, Colorado (“Records”).

B. Pursuant to the Ground Lease, VSRI leased to the Town the real property described on the attached Exhibit “A-1”. Such real property is referred to in this Agreement as the “South Gondola Lot.”

C. The initial term of the Ground Lease is fifty (50) years. Subject to certain terms and conditions as described in the Ground Lease, the Town may extend the term of the Ground Lease for up to an additional twenty (20) years.

D. Under the Town’s land use regulations a certain amount of density has been attributed to the South Gondola Lot. Such density is not required by the Town in connection with its use of the South Gondola Lot pursuant to the Ground Lease.

E. In recognition of the fact that VSRI will not be able to use the density on the South Gondola Lot during the term of the Ground Lease, Section 5.3E of the Ground Lease provides that VSRI is to be allowed to transfer all or a portion of the density attributable to the South Gondola Lot to other real property owned by VSRI located within the corporate limits of the Town.

F. Section 9-1-17-12A of the Breckenridge Town Code provides that the transfer of density from one parcel of land located within the corporate limits of the Town to another parcel of land located within the corporate limits of the Town may be authorized by a development agreement.

G. Pursuant to Chapter 9 of the Breckenridge Town Code the Town Council has the authority to enter into a development agreement.
H. Because VSRI entered into the Ground Lease, the Town Council finds and determines that no further commitments mentioned in Section 9-9-4 of the Breckenridge Town Code should be required from VSRI in connection with this Agreement.

I. The Town Council has received a completed application and all required submittals for a development agreement (or has waived required submittal not received by the Town prior to the formal approval of this Agreement), had a preliminary discussion of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Subsection 9-9-10C of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

For good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Town and VSRI acknowledge and agree that: (i) forty (40) single family equivalents of density (“SFEs”) are currently allocated to the South Gondola Lot; (ii) sixty-eight (68) SFEs are currently allocated to VSRI’s real property described on Exhibit “A-2” attached hereto (which real property is referred to in this Agreement as the “North Gondola Lot”); and (iii) an additional ninety-three (93) SFEs were transferred from VSRI’s real property described on Exhibit “A-3” attached hereto (which real property is referred to in this Agreement as the “Gold Rush Lot”) and are currently allocated to the South Gondola Lot and North Gondola Lot pursuant to that certain Agreement and Covenant for Transfer of Density (Gondola Lots Redevelopment Master Plan) between the Town and VSRI dated June 6, 2010 and recorded in the Records on July 13, 2010 at Reception No. 942512. The SFEs described in subsections (i) through (iii) above are referred to here as the “Existing Density.”

2. At any time between the date of this Agreement and the expiration date of the Ground Lease VSRI is permitted to transfer all or any portion of the Existing Density (and any SFEs transferred back to the South Gondola Lot from other properties owned by VSRI or its affiliates after the date hereof) to the Gold Rush Lot, the North Gondola Lot and/or to any other real property now or hereafter owned by VSRI or its affiliates, as determined by VSRI in its sole and absolute discretion. Subject to the execution and recording of the Density Transfer Agreement and Covenant described below, no further approval shall be required by the Town with respect to VSRI’s transfer of density pursuant to this Section 2. The density transfer authorized by this Section 2 may be made in one or more separate transfers.

3. Any density transfer made pursuant to this Agreement shall be evidenced by a Density Transfer Agreement and Covenant substantially in the form that is attached as Exhibit “B” to this Agreement.
4. Any density transferred pursuant to this Agreement may not be developed without a development permit issued by the Town pursuant to its applicable land use regulations as in effect from time to time.

5. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein, the execution of this Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to the Property (collectively, “laws”), including, but not limited to, applicable building, fire, plumbing, engineering, electrical and mechanical codes, and the Town’s Development Code, Subdivision Standards and other applicable land use laws, as the same may be in effect from time to time throughout the term of this Agreement.

6. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to the Town’s: (i) Development Code, (ii) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards; provided, however, the Town and VSRI acknowledge and agree that any such adoption or amendment shall not modify or supersede the terms and conditions of this Agreement.

7. This Agreement shall be binding upon and inure to the benefit of the Town and VSRI, and their successors and assigns.

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

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

10. VSRI agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with such benefits under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of VSRI; or any officer, employee, representative, or agent of VSRI; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. VSRI agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of VSRI. VSRI also agrees to bear all other costs and expenses related thereto, including court costs and attorney’s fees.
11. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the Agreement.

12. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended. The Town shall timely publish notice of approval of this Agreement as provided in Subsection 9-9-13 of the Breckenridge Town Code.

13. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and VSRI; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type.

14. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

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

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

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

If To The Town: Rick G. Holman, Town Manager
Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to: Timothy H. Berry, Esq.
Town Attorney
P.O. Box 2
Leadville, CO 80461

If to VSRI: Vail Summit Resorts, Inc.
Notices mailed in accordance with the provisions of this Section 17 shall be deemed to have been given upon delivery. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process. E-mail is not a valid method of giving notice under this Agreement.

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

19. This Agreement shall be interpreted in accordance with the laws of the State of Colorado without regard to its conflict of laws rules that might require it to be interpreted in accordance with the laws of any state other than the State of Colorado.

20. All exhibits referred to in this Agreement are incorporated into this Agreement by reference.
TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: ______________________________________
   Rick G. Holman, Town Manager

ATTEST:

_____________________________________
Helen Cospolich, CMC,
Town Clerk

VAIL SUMMIT RESORTS, INC., a Colorado corporation

By: _________________________________
Name: _______________________________
Title: _______________________________
The foregoing instrument was acknowledged before me this ____ day of
___________________, 2019 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC,
Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: ____________________.

__________________________________
Notary Public

The foregoing instrument was acknowledged before me this ___ day of
____________________, 2019, by ___________________________________, as
________________________________________, of Vail Summit Resorts, Inc., a Colorado
corporation.

WITNESS my hand and official seal.

My commission expires: ____________________.

__________________________________
Notary Public

DEVELOPMENT AGREEMENT
Exhibit “A-1”

**Legal Description of the South Gondola Lot**

Lots 1-A, 3-A, 3-B and 4, Sawmill Station Square, Filing No. 3, Amendment No. 2, according to the Plat thereof filed with the Summit County, Colorado Clerk and Recorder on January 21, 1986 at Reception No. 311104, Summit County, Colorado; and

Lots 1-B and 1-C, A Replat of Lots 1-B & 1-C, Sawmill Station Square, Filing No. 3, Amendment No. 2 & Lot 1, Sawmill Station Square, Filing No. 1, Amendment No. 2 according to the Plat thereof filed with the Summit County, Colorado Clerk and Recorder on December 14, 1990 at Reception No. 397221, Summit County, Colorado.
Exhibit “A-2”

Legal Description of the North Gondola Lot

[TO BE INSERTED]
Exhibit “A-3”

Legal Description of the Gold Rush Lot

[TO BE INSERTED]
Exhibit “B”

**Form of Density Transfer Covenant**

See the attached Exhibit B-1
This Density Transfer Agreement And Covenant (“Agreement”) is made and entered into at Breckenridge, Colorado this _____ day of _____________, 20___, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“Town”), and VAIL SUMMIT RESORTS, INC., a Colorado corporation (“VSRI”).

RECITALS

A. WHEREAS, VSRI is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on Exhibit “A”, which real property is hereafter referred to in this Agreement as the “Sending Parcel”.

B. WHEREAS, VSRI is also the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on Exhibit “B”, which real property is hereafter referred to in this Agreement as the “Receiving Site”.

C. WHEREAS, pursuant to the Development Agreement between the Town and VSRI dated ______________, 20__ and recorded ______________, 20__ at Reception No. ___________ of the real property records of the Clerk and Recorder of Summit County, Colorado (“Development Agreement”) VSRI is authorized, without further approval from the Town, to transfer density from the Sending Parcel to the Receiving Site; and

D. WHEREAS, this Agreement is executed and recorded in the real property records of the Clerk and Recorder of Summit County, Colorado to effectuate and memorialize the density transfer described in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Town and VSRI hereby agree that ______ (____) SFEs of the density heretofore
allocated to the Sending Parcel shall be and hereby are transferred to the Receiving Site. As used in this Agreement, “SFE” means a single family equivalent of density as defined from time to time in the Town’s land use regulations.

2. VSRI acknowledges and agrees that following the transfer of the ______ (____) SFEs of density to the Receiving Site as described in Section 1, above, there shall remain ______________ (____) SFEs of density upon the Sending Parcel.

3. Town and VSRI further acknowledge and agree that following the transfer of the ______ (____) SFEs of density to the Receiving Site as described in Section 1, above, the Receiving Site
shall then have a total of _____ (____) SFEs of density, which density may only be used in connection with a development approved by Town pursuant to the Town’s applicable land use ordinances, policies, and codes. Nothing in this Agreement shall constitute a site specific development plan for the development of the Sending Parcel or the Receiving Site, nor shall this Agreement give rise to the creation of any vested rights with respect to the development of the Sending Parcel or the Receiving Site (without limiting Section 12 of the Development Agreement).

VSRI shall not develop either the Sending Parcel or the Receiving Site in excess of the SFEs described above in this Section 3, unless additional SFEs are subsequently transferred to the Sending Parcel or the Receiving Site either pursuant to the Development Agreement or, if not done pursuant to the Development Agreement, then with the approval of the Town. Any density transferred pursuant to this Agreement may not be developed without a development permit issued by the Town pursuant to its applicable land use regulations as in effect from time to time.

4. The agreements and covenants contained in this Agreement shall: (i) run with the land; (ii) burden the SendingParcel and benefit the Receiving Site; and (iii) be binding upon the Town and VSRI and their successors and assigns, and all persons who hereafter acquire any interest in either the Sending Parcel or the Receiving Site.

5. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, to place prospective purchasers and other interested parties on notice as to the terms, conditions, and limitations contained herein.

6. This Agreement and the exhibits hereto represent the entire understanding between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Density Transfer Agreement And Covenant effective as of the day and year first written above.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: ________________________________
    Rick G. Holman, Town Manager

ATTEST:

_______________________________
Helen Cospolich, CMC,
Town Clerk

DENSITY TRANSFER AGREEMENT AND COVENANT

Page 2
VAIL SUMMIT RESORTS, INC., a Colorado corporation

By: _______________________________

Title: _______________________________

STATE OF COLORADO   
) ss.
COUNTY OF SUMMIT   

The foregoing instrument was acknowledged before me this ___ day of ________________, 2019 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: ____________________.

______________________________________
Notary Public
STATE OF COLORADO )
COUNTY OF SUMMIT ) ss.

The foregoing instrument was acknowledged before me this ___ day of ______________________, 2019, by ___________________________________, as ____________________________________________, of Vail Summit Resorts, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: ____________________.

___________________________________
Notary Public
Exhibit “A”

Legal Description of the Sending Parcel

[TO BE INSERTED]
Exhibit “B”

Legal Description of the Receiving Site

[TO BE INSERTED]