



**TOWN OF
BRECKENRIDGE**

Town Council Work Session

Tuesday, January 8, 2019, 3:00 PM

Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

- I. GRANT RECEPTION (3:00-3:30 pm)**
- II. PLANNING COMMISSION DECISIONS (3:30-3:35 pm)**
Planning Commission Decisions
- III. LEGISLATIVE REVIEW (3:35-4:00 pm)**
Comprehensive Code Amendments (Second Reading)
Casey Residence Landmarking (Second Reading)
Advance Funding for Parking Structure (Resolution)
Law Enforcement Cooperation Agreement (Resolution)
- IV. MANAGERS REPORT (4:00-4:30 pm)**
Public Projects Update
Parking and Transportation Update
Housing and Childcare Update
Committee Reports
Breckenridge Events Committee
- V. OTHER (4:30-5:30 pm)**
Shared Mobility Discussion
Field House Feasibility Study
BTO Contract Renewal
- VI. EXECUTIVE SESSION - NEGOTIATIONS (5:30 pm)**



Memo

To: Breckenridge Town Council Members
From: Peter Grosshuesch, Director of Community Development
Date: January 3, 2019
Subject: Planning Commission Decisions of the January 2, 2019 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, January 2, 2019:

CLASS A APPLICATIONS:

1. Tyra Master Plan Amendment & Tyra Summit Condominiums II: The Stream Condominium/Hotel Meeting Room Conversions, 640 Four O'clock Road, PL-2018-0561. A proposal to convert two existing meeting rooms on the first floor of the building into residential condominium units, and transfer 1.21 SFEs. There are not any changes proposed to the building's exterior. *Approved.*
2. Placer Flats Master Plan, 13445 Highway 9, PL-2018-0575. A proposal to create a master plan for an 8.46 acre property to accommodate the existing Breckenridge Building Center as well as create a second lot. The site has a total of 40 SFEs, which will be divided between the two proposed lots. *Approved.*

CLASS B APPLICATIONS:

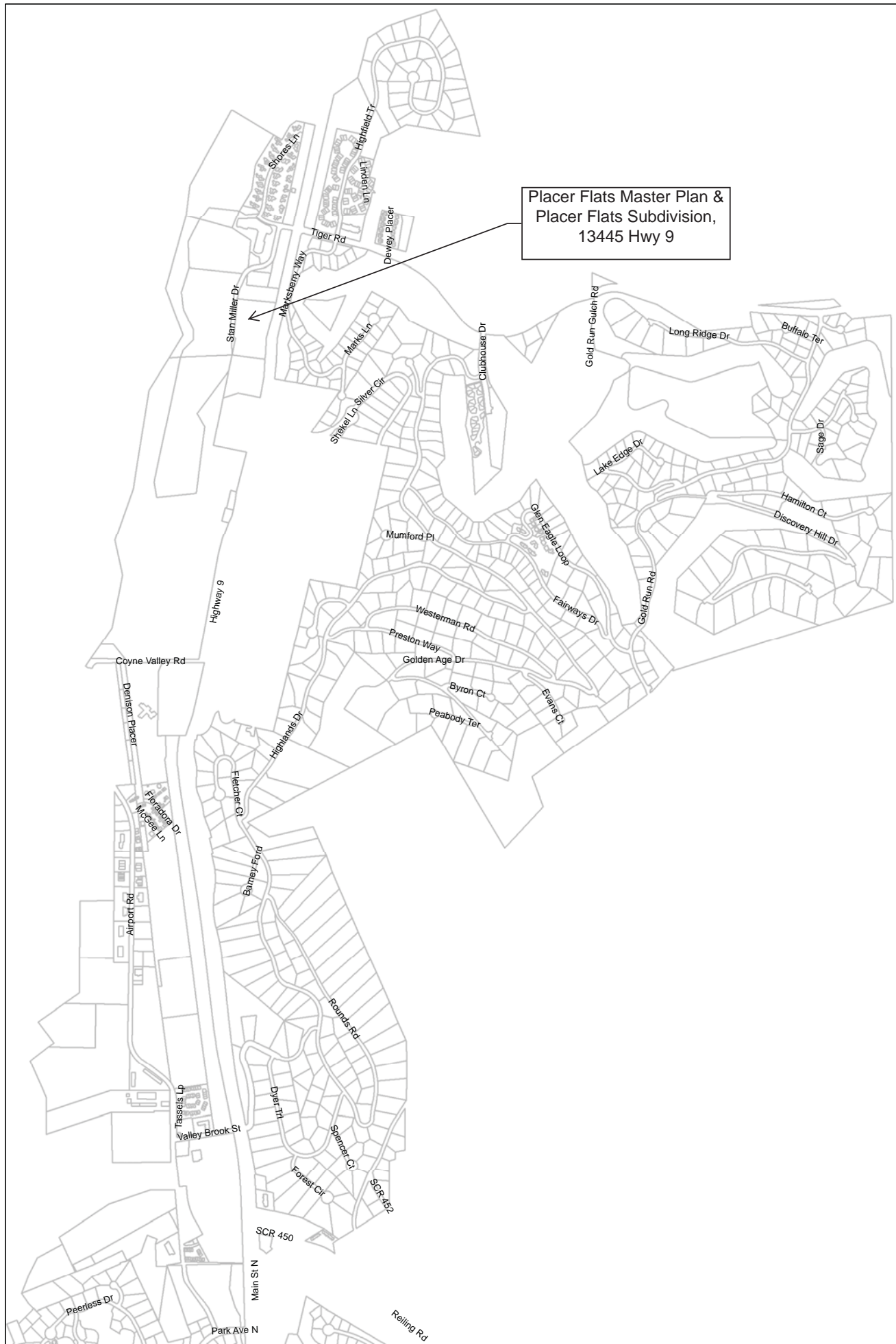
1. Placer Flats Subdivision, 13445 Highway 9, PL-2018-0573. A proposal to subdivide the property into two lots, according to the Placer Flats Master Plan. *Approved.*

CLASS C APPLICATIONS:

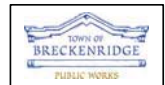
1. Jacobs Single Family Residence, 113 Beavers Drive, PL-2018-0600. A proposal to construct a new single family residence with a density of 4,985 sq. ft. and a mass of 6,383 sq. ft., with 5 bedrooms and 6.5 bathrooms, for a F.A.R. of 1:6.40. *Approved.*
2. Gold Flake 3A Lot 6 SFR, 52 Stillson Placer Terrace, PL-2018-0601. A proposal to construct a new single family residence with a density of 6,195 sq. ft. and a mass of 7,226 sq. ft., with 6 bedrooms and 6.5 bathrooms, for a F.A.R. of 1:7.90. *Approved.*
3. 218 Morning Star Drive Single Family Residence, PL-2018-0610. A proposal to demolish an existing residence and construct a new residence with a density of 5,221 sq. ft. and a mass of 6,609 sq. ft., with 5 bedrooms and 6.5 bathrooms, for a F.A.R. of 1:5.14. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Placer Flats Master Plan &
Placer Flats Subdivision,
13445 Hwy 9





NOT TO SCALE

Breckenridge South



Jacobs Residence SFR,
113 Beavers Drive

Tyra Master Plan Amendment &
Tyra Summit Condos II: The
Stream Condo Hotel Meeting
Room Conversions, 640 Four
O'clock Rd

Gold Flake 3A Lot 6
SFR, 52 Stillson
Placer Terrace

PLANNING COMMISSION MEETING

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

ROLL CALL

Christie Mathews-Leidal
Mike Giller
Dan Schroder

Jim Lamb
Steve Gerard – arrived 5:35pm
Lowell Moore

Ron Schuman

APPROVAL OF MINUTES

With no changes, the December 4, 2018 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the January 2, 2019 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments.

CONSENT CALENDAR:

1. Jacobs Residence SFR (CL), 113 Beavers Drive, PL-2018-0600
2. Gold Flake 3A Lot 6 SFR (CL), 52 Stillson Placer Terrace, PL-2018-0601
3. 218 Morning Star Drive (CK), PL-2018-0610

Commissioner Questions / Comments:

Mr. Schuman: On the Jacobs residence, on the South elevation, there was one solid wall of glass. I was curious if the staff noticed the lack of solid to void. (Mr. LaChance: We looked at this as a group and we did not discuss any concerns. If it was subject to the Hillside and Ridgeline Development policy, there would be a condition of approval regarding low-reflective glass.)

Mr. Schuman: I was just curious if you took notice.

Ms. Puester: The solid to void ratio requirements are for the historic district. Outside of the district we would look to see if it was incompatible with the neighborhood. Did not find it so.

Ms. Leidal: There's grading shown on the north side of the garage outside the envelope on the Jacobs residence that is for the garage not the driveway.

Mr. LaChance: The plat notes for disturbance envelopes usually make exceptions for grading for driveways and utilities. (Mr. LaChance read plat note #6 regarding the Disturbance Envelope. Found the disturbance outside the envelope was for the installation of driveway.)

Ms. Leidal: On the plans for the Gold Flake IIIA residence, there are trees shown to be removed outside the envelope. Why? (Mr. LaChance: With subdivisions that have plat notes limiting the disturbance outside the envelope, there are exceptions made for wildfire mitigation and defensible space.) Is that what's being shown? (Mr. LaChance displayed the plans and pointed out the Disturbance Envelope, the defensible space boundaries, and the trees proposed to be removed. Ms. Leidal was referring to and showed the defensible space.) Thank you.

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

WORK SESSIONS:

1. Handbook of Design Standards

Ms. Puester Presented:

In 2007 we had cultural resource surveys done as part of a grant through the State. What was found was that some of the properties that had recent additions in the last ten plus years had been downgraded from contributing to noncontributing. There are also new properties added to the district as contributing because they are over 50 years old so we lost some and gained some. This 50 year period is not recognized by our guidelines but it is by the Federal standards. Winter & Co. has been reviewing the standards and met with the State on their interpretations. We took the Commission on a field trip through the historic district November 9, to see what has been happening out there in preparation for revisions. Winter & Co has met with the State, and we wanted to talk about a number of issues. In the memo is 4 issues that we want you to concentrate on. We will come back to you with the remaining items at a future date. Marsha Klopf and Harry Brennan with Winter & Co. will now present their findings and recommendations.

Ms. Klopf presented:

The overarching issue we are addressing comes from the survey comments in 2017. We need to refine some of the policies, make sure they're in line with the Secretary of Interior Standards. We realize Breckenridge is unique so we want to respect that as well. Pavement, porous paving materials, additions creating large masses and high UPAs, and moving historic buildings to accommodate larger additions. We met with the SHPO in the fall. The issues you see in the packet are only a few, but we showed them a lot and they did not like any of them. We want to allow for new development but also respect the historic structures. We are going to talk about 4 of them tonight. (Ms. Puester: Please keep in mind that we are a CLG and that means we have our own regulations and enforce those. Our standards are based on the Secretary of Interior Standards (SOI) and made unique and specific to Breckenridge.) Ms. Klopf reviewed the key variables considered, reviewed the memo on recommended changes, and key topics including density, additions to historic buildings overwhelming the historic structure, planted area on a site specifically limiting the amount of non-porous areas; and moving historic buildings – we are recommending prohibiting moving historic structures at all. The scenarios in the packet were reviewed along with the opinions on them by SHPO.

Commissioner Questions / Comments:

- Mr. Lamb: When you say you're recalculating UPAs, what would that entail? (Ms. Klopf: Reducing mass bonuses and above vs below ground structures.) (Mr. Kulick: The objection SHPO has is above ground density.)
- Mr. Schroder: Is there any precedent with underground connectors? (Ms. Klopf: We have seen it. Some sites will work better than others.)
- Ms. Puester: One question, this is recommending a 100% cap on additions. So you couldn't exceed 100% of the historic structure. Although nothing is written in the SOI, this is what we've gathered from some federal presentations. The state's interpretation is at 33%, so one third. Right now, we allow beyond the 100% and 33% but are trying to come closer to the State interpretation as our code is beyond both currently. We are trying to get to a realistic balance between the two.
- Mr. Schuman: Would it really be a connector if it's underground? Isn't it making just a full foundation?
- Mr. Schroder: If there's an accessory unit underground, then the owner would potentially have to go through it.
- Mr. Lamb: I don't think anyone is going to want to do underground connectors.
- Mr. Truckey: To clarify, the Code currently allows densities of up to 12 UPA, with a lot of negative points, for the Main Street and south residential character areas. Other character areas in the Historic District such as the North End and East Side residential, only allow up to 10 UPA with negative points.
- Mr. Schroder: Can you clarify massing bonuses? (Ms. Puester, right now a 20% mass bonus is allowed in most character areas.)

- Ms. Leidal: I agree with all 5 points.
- Mr. Schroder: I agree with all but have a question on the 4th. Is it appropriate to calculate garages with this? We like to focus on livability. (Mr. Kulick: On the Casey residence, they wanted garage space so they essentially took density and used it as mass. I think saying “no mass bonus” sounds like we’re taking away something, but there is more flexibility under this scenario. Right now we are at 9 UPA with a 20% bonus which gets you to 10.8 UPA. This is recommending 10 UPA so its close and you can use that area for whatever uses you want, its not limited as it is now.)
- Mr. Gerard: I support all 5 points. I think Chris’s point is true; people will use their space the way they want to use it. This just simplifies it. I think it’s a great start to create well defined rules.
- Mr. Giller: I support all 5. You could have a good sized home with a garage, so I think these calculations work. Please clarify what 100% means
- Ms. Puester: Remember the density below ground is free.
- Mr. Schuman: I support all 5, I think it’s a wise move.
- Mr. Lamb: I support all 5 as well, I think over the years the UPA drives it, and we have passed projects that meet code but don’t look that good. Mike and I live in the district, and we understand livability but we also like the quaintness of the district. I agree with the 100% square footage.
- Mr. Moore: I agree with all 5 points. The 100% is pretty reasonable.

The next issue is Additions to Historic Buildings. Ms. Klopf reviewed the important points.

- Ms. Leidal: I support all 9 recommendations. I think it will be very helpful to add illustrations and clarifications to the connectors.
- Mr. Schuman: What are your thoughts on the connector formula? (Ms. Klopf: Our concern is the length. Everything about setting it in, maintaining the corners, the roofline is good. I think you should put a cap on the length of the connector.)
- Mr. Schroder: The height of the connectors? (Ms. Klopf: we want the ridgeline to be lower than the historic structure.) The fifth point about roof form and orientation. I support all the points.
- Mr. Gerard: I support all nine bullet points as well. I think our current requirements on connectors work well. We’ve wrestled with the roof line orientation, and come up with different answers. I think the flexibility to consider that and maybe encourage it will benefit us.
- Mr. Giller: I support all nine. I note that scenario 5 is more of an in-fill scenario. This raises the question if the town plans to update the guidelines for infills in the district.
- Mr. Schuman: I support all nine.
- Mr. Lamb: I support all nine. On the connectors, I don’t think they’ll go over well but I like them because they break up the structures.
- Mr. Moore: I support all nine.

The next issue is moving historic structures:

- Ms. Leidal: I support the recommendation (to prohibit moving historic structures).
- Mr. Schroder: We’ve been ok with moving buildings slightly. Are we going to be ok with not moving them? I support the recommendation.
- Mr. Gerard: I support 100%.
- Mr. Giller: I support, unless there’s a very serious hardship, which the proposal allows for.
- Mr. Schuman: I support.
- Mr. Lamb: I support.
- Mr. Moore: I support.

Loss of planted areas:

Ms. Leidal: I support.
Mr. Schroder: I support.
Mr. Gerard: I agree.
Mr. Giller: I support but think more defining language would be helpful.
Mr. Schuman: I support.
Mr. Lamb: I support.
Mr. Moore: I support.

The period of significance issue:

Ms. Puester: This brings out more policy related issues. As we've lost some contributing structures, we are also gaining those that are 50 years and older. The question is what special features would make it contributing. We are going to work more on this issue with Winter Co., but if you have initial thoughts we want to hear them.

Mr. Giller: The 50 year rule is fairly entrenched. We want to look at those structures. I haven't seen a lot that are significant. I wouldn't change the period of significance but make a new category as recommended with a period of focus. I think the next big period after 1942 is the ski industry. But more work does need to be done to understand it. I think there are individual properties that should be looked at.

Mr. Giller: We want to be ahead on infills.

Ms. Leidal: I agree with Julia wanting to create a new period of focus. But a lot more work needs to go into this. What happens when one of these structures comes in and is next to a historic one? I like the idea but we need more information.

Mr. Schroder: I'm supportive of creating the time captures.

Mr. Gerard: I think that's better than changing our period of significance. We can target the other times of focus on case by case basis.

Mr. Schuman: I agree to look at a period of focus, not change the period of significance.

Mr. Lamb: I agree, in 1961 we became a ski town. So we should look at it.

Mr. Moore: I agree with the idea of the focus vs. changing the timeline.

Mr. Truckey: We've talked about the fact that we could be talking about buildings outside the historic district too. (Mr. Schuman: That could be problematic.) That's why we need to talk more about it.

Mr. Moore: I get that it could be problem to put overlays on properties outside the district. Mr. Gerard: People could want that. (Ms. Klopff: Again, that's another discussion we will need to have.)

Mr. Schuman: I have a question on timing. Now that we've had this discussion, we know where we're going. Will this process move along quickly while we're thinking of it? (Ms. Puester: If a project is in the works, it will be under current code. I think we would come back again early February as another work session with PC and then go to Council. We want to do a public open house and comment period. Then through the reading process. We are also going to redo the whole handbook and update it.)

COMBINED HEARINGS:

1. Tyra Master Plan Amendment and Tyra Summit Condominiums II: The Stream Condominium/Hotel Meeting Room Conversions (CL), 640 Four O'clock Rd; PL-2018-0561

Mr. LaChance presented a proposal to convert two existing meeting rooms on the first floor of the building into residential condominium units, and transfer 1.21 SFEs. No changes to the building's exterior are proposed.

Commissioner Questions / Comments:

Ms. Leidal: Are the other condo buildings ok with this? (Mr. LaChance: All four buildings on Tract C

are under one HOA. We do have formal written consent of the HOA for this.) Did the project receive positive points for recreation amenity areas? (Mr. LaChance: Meeting room and amenity spaces that are provided in excess of the requirement are not counted as density if they placed under a Restrictive Covenant to remain as such. There are not any Recorded Covenants recorded for these spaces, so they surplus spaces are counted as density. I don't recall if they received positive points, but it was so long ago that I do not think it affects this application.) Was there a covenant? (Mr. LaChance: No)

Mr. Schroder: Under Policy 39, it's the owner that must request this. Is the HOA the owner? (Mr. LaChance: Yes.)

Mr. Gerard: With respect to the Lookout Building, the subdivision of two condominiums into conversions four units, does that affect this? (Mr. LaChance: No, the parking requirements are still being met and it does not increase the density. We are just capturing and documenting what already exists.)

Mindy Brewer, Applicant:

I don't have much to add. Staff has been great to work with. I assist with the HOA, and have been doing a lot of research to make this happen. These two properties that were plotted as common area were a ski shop and an office for twenty some years with rent being paid to the developer. These actually look like units. We're hoping we can make this happen so they can be used.

Mr. Gerard: Did the HOA buy them? (Ms. Brewer: No, HOA always owned them. The developer was just collecting lots of rent. We only found this out a few years ago.) Will the HOA manage them or sell them? (Ms. Brewer: Probably sell them, but we will look at our options. It will be beneficial also to not have employees of the ski shop parking there.) Mr. LaChance: The HOA does in fact own them. With the applicant's submittal, they provided copies of the sheriff's sale deeds.

The hearing was opened for public comment. No comments.

Commissioner Questions / Comments:

Mr. Schuman: I think it's good.
Mr. Lamb: I agree, approve.
Mr. Moore: Agree.
Ms. Leidal: I agree, I would approve.
Mr. Schroder: Agree.
Mr. Gerard: Agree.
Mr. Giller: Agree.

Mr. Gerard made a motion to approve, seconded by Mr. Schroder. The motion passed unanimously.

2. Placer Flats Master Plan (JL), 13445 Highway 9, PL-2018-0575

Mr. Lott presented a proposal to create a master plan for an 8.46 acre property to accommodate the existing Breckenridge Building Center as well as create a second lot. The site has a total of 40 SFEs, which will be divided between the two proposed lots. Marc Hogan is the agent.

3. Placer Flats Subdivision (JL), 13445 Highway 9, PL-2018-0573

Mr. Lott presented a proposal to subdivide a property into two lots, according to the Placer Flats Master Plan.

Commissioner Questions / Comments:

Ms. Leidal: Looking at page 127. Is Tract D included in Lot 1? (Mr. Lott: That was part of the original property and there was a land swap with the Town. Because of the geometry of the lot, it

required it.) (Ms. Puester: It's not included.)

Marc Hogan, Agent:

I'm happy to be here. The owner, Jon Brownson wishes he could be here but he's out of town. This is a housekeeping exercise. Thank you for all your help.

Mr. Gerard: So the BBC is fine with limiting its density? (Mr. Hogan: Yes. The BBC sold recently but the Brownson's kept the property.)

Mr. Schuman: This is straightforward.

Mr. Lamb: I agree, no controversy.

Mr. Moore: Agree.

Ms. Leidal: I agree.

Mr. Schroder: I support.

Mr. Gerard: I noticed the condition on the shared parking is in the master plan but not in the subdivision. If it were me, I'd want it in both places.

Mr. Gerard made a motion to approve the Master Plan with the handed out findings and conditions updating the date, seconded by Mr. Schuman. The motion passed unanimously.

Mr. Gerard made a motion to approve the Subdivision with the handed out findings and conditions, including a new condition requiring a shared parking agreement, seconded by Mr. Schuman. The motion passed unanimously.

OTHER MATTERS:

1. Town Council Summary (Memo Only)

Commissioner Questions / Comments:

Mr. Schuman: Was a fiber contractor selected? (Ms. Puester: Not that I'm aware of.)

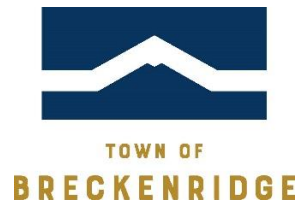
Mr. Schroder: Have we broken 100K riders in a month on the Free Ride? (Mr. Truckey: Not sure on the month but we have broken one million riders the last two year.s)

Mr. Gerard: When was the field trip to Boise to look at housing? (Ms. Puester: It already happened. They were impressed with what they saw. There may be another trip this month.)

ADJOURNMENT:

The meeting was adjourned at 7:21pm.

Mike Giller, Chair



Memo

To: Breckenridge Town Council
From: Mark Truckey, Assistant Director of Community Development
Date: December 27, 2018 (For January 8, 2019 Meeting)
Subject: Comprehensive Code Amendments Ordinance Second Reading

Background

The Council reviewed and held a first reading on the Comprehensive Code Amendments on December 11. These amendments are the result of a lengthy process that involved months of review by the Code Steering Group and the Planning Commission, along with a public open house that was held on November 6. Attached is the draft ordinance which includes all the proposed Code amendments.

Recent Updates

Since the first reading, a few additional amendments have been proposed, along with some minor edits. A couple substantive changes were added since the first reading and they are highlighted below:

- Section 11 modifies the process for Transfers of Density, requiring that all density transfers be approved through a development agreement, with the exception of transfers involving 0.5 units of density or less. This change was partly precipitated by some recent TDRs that allowed former conference/amenity space in multi-family projects to be converted to free market density. With the requirement for a development agreement, the Council has the opportunity to review the proposed TDR and the discretion, if the Council desires, to approve based on some public benefit (e.g., affordable housing) being provided.
- Section 56 includes a number of further modifications to the Policy 33R Energy Conservation, some of which are housekeeping and some which adjust the energy rating scoring system for existing structures. There were some concerns from staff that it is relatively easy for old, leaky historic buildings to attain maximum positive points (+6 points) for energy efficiency upgrades. The new scoring still encourages these upgrades but makes the higher point totals more difficult to attain.

Council Action

The second reading is scheduled for the evening meeting. Staff will be available to answer questions and take any input that the Council has.

1 **FOR WORK SESSION/SECOND READING—JAN. 8**

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3 Additions To The Current Breckenridge Town Code As Reviewed on First Reading Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

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6 **Changes to the Ordinance From First Reading Are Marked With Redline Formatting**

7
8 COUNCIL BILL NO. 35

9
10 Series 2018

11
12 AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO TITLE 9 OF THE
13 BRECKENRIDGE TOWN CODE

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

17
18 Section 1. The definition of “Building Heights Measurement” in Section 9-1-5 of the
19 Breckenridge Town Code is amended to read as follows:

<p>BUILDING HEIGHT MEASUREMENT:</p>	<p>Building height is measured in one of the following three (3) ways (A, B or C); all are measured from a point on the roof to a point on the grade directly below. Measurement is taken from points around the outside edge of the building’s perimeter to natural or proposed grade, whichever yields a greater dimension, and from within the building’s foundation perimeter to natural grade. In the case of nonnatural or highly irregular topography due to past mining impacts or other manmade impacts within the existing site development area (see illustration below), an average slope may be used.</p> <p style="text-align: center;"><Illustration></p> <p>All buildings with flat <u>or shed</u> roofs are measured per method A. All multi-family buildings, commercial buildings and all buildings within the historic district are measured per method B (<u>unless a flat or shed roof is proposed, then method A would be used</u>). All single-family residences and duplex units outside the historic district are measured per method C (unless a flat <u>or shed</u></p>
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roof is proposed, then method A would be used).

<Illustration>

A. Measurement to the highest point of a flat, shed, or mansard roof: The greatest dimension, measured vertically, of a building between the highest point of a flat, shed, or mansard roof, including the cap of parapet, to a point measured directly below as described above.

B. Measurement to the mean elevation of a sloped gable or hip roof: The greatest dimension, measured vertically, to a point between the ridge and the eave edge of a sloped gable or hip roof, to a point measured directly below as described below:

<Illustration>

C. Measurement to the highest element of a sloped gable or hip roof: The highest point of any roof element to a point measured directly below as described below:

<Illustration>

On any lot exhibiting evidence of cut or fill grade not authorized by the town, the applicant may be required to provide a professional soil analysis to determine the natural grade. No excessive fill, excavation or other artificial methods of grade manipulation will be permitted to create an exaggerated building site to manipulate the building height measurement.

D. Exceptions: Building height measurement shall not include:

1. For Single-Family Residences Or Duplex Units: Chimneys are not measured for height but are limited to no more than two feet (2')

	<p>higher than the adjacent ridge or cap of parapet.</p> <p>2. For Nonresidential Structures And Multi-Family Structures: Elevator shaft extensions, chimneys, and focal elements such as church steeples, spires, clock towers or similar structures that have no density or mass (in no instance shall any of these structures extend over 10 feet above the specified maximum height limit), or the first five feet (5') of height within the first floor common area lobbies in multi-family structures.</p> <p>3. Areaways, Lightwells And Basement Stairwells: An areaway, lightwell or basement stairwell of less than fifty (50) square feet in area, enclosed on all four (4) sides shall not be counted towards maximum permissible height (see illustration below):</p> <p style="text-align: center;"><Illustration></p>
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1
2 Section 2. The definition of “Class A Development “ in Section 9-1-5 of the
3 Breckenridge Town Code is amended by the addition of a new item I, which shall read as
4 follows::
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CLASS A DEVELOPMENT:	<u>H. Remodel or addition to any historic residential structure within the historic district or the conservation district.</u>
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6
7 Section 3. The definition of “Class B –Minor Development “ in Section 9-1-5 of the
8 Breckenridge Town Code is amended to read as follows:
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CLASS B – MINOR:	<p>A. New or major remodel² of any historic residential structure within the historic district or the conservation district.</p> <p><u>AB.</u> Change of use within a residential district.</p> <p><u>BC.</u> Site work, landscaping, grading, and utility installations on steep slopes (greater than 15 percent) or within environmentally sensitive areas.</p> <p><u>CD.</u> Operation of a home childcare business.</p> <p><u>DE.</u> Vendor carts, large.</p>
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	<p><u>E.F.</u> Application for exempt large vendor cart designation.</p> <p>Class B development is divided into major and minor categories for purposes of payment of application fees only. The procedures set forth in the development code for the processing of class B development permit applications apply to both major and minor categories.</p>
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Section 4. The definition of “Accessory Apartment” contained within the definition of “Residential Use” in Section 9-1-5 of the Breckenridge Town Code is amended to read as follows:

<p>ACCESSORY APARTMENT:</p>	<p>A. A residential unit located on the same parcel of land as a single-family unit, which is secondary in size and use to the single-family unit and meets the following criteria:</p> <p>A. The total dwelling area of the unit is no greater in size than one-third ($\frac{1}{3}$) of the total dwelling area of the single-family unit.</p> <p>B. The total dwelling area of the unit is no greater in size than one thousand two hundred (1,200) square feet.</p> <p>C. Legal title to the accessory apartment and single-family unit is held in the same name.</p> <p><u>D. With the exception of section D.1. below, accessory apartments may only be occupied by persons employed at least 30 hours per week in Summit County with a lease term of not shorter than six months.</u></p> <p><u>1. Accessory apartments may be occupied by persons with disabilities or persons 65 years or older.</u></p> <p><u>2. All permits issued for accessory apartments shall include the requirement that the property owner record a covenant restricting the use and occupancy of the property with the requirements set forth above under D and D.1. The covenant shall grant enforcement power to the Town of Breckenridge or an authorized designee.</u></p> <p>Units that meet all of the criteria will be classified as a portion of the single-family unit,</p>
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	while those that do not meet all the criteria specified shall be classified as either a duplex (if attached) or a second home (if detached).
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2 Section 5. New definitions of “Community Facilities” and “Institutional Uses” are added
3 in Section 9-1-5 of the Breckenridge Town Code as follows:
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<u>COMMUNITY FACILITIES:</u>	<u>Facilities used by the community as a whole that provide an essential service to the community, such as water and sewer treatment plants, libraries, schools, police and fire stations, and community centers.</u>
<u>INSTITUTIONAL USE:</u>	<u>A nonprofit or quasi public use, such as a church, library, public or private school, hospital including associated medical office facilities, or government owned or operated structure or land used for public purpose, along with customary accessory uses.</u>

5
6 Section 6. The definition of “Employee Housing” in Section 9-1-5 of the Breckenridge
7 Town Code is amended to read as follows:
8

EMPLOYEE HOUSING:	<p>A dwelling unit the occupancy of which is restricted to a person eighteen (18) years of age or older who, during the entire period of his or her occupancy of the property, earns his or her living by working <u>for a business located in and serving</u> Summit County, Colorado, an average of at least thirty (30) hours per week, together with such person's spouse and minor children, if any.</p> <p>All employee housing units shall be a minimum of two hundred fifty (250) square feet of density in size and shall have a living area containing at a minimum: a kitchen sink; cooking appliance and refrigeration facilities, each having a clear working space of not less than thirty inches (30") in front; sleeping accommodations; a separate closet with a door; and a separate bathroom with a door, lavatory, and a bathtub or shower.</p>
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9 Section 7. The definition of “Site Specific Development Plan” in Section 9-1-5 of the
10 Breckenridge Town Code is amended to read as follows:
11

<u>SITE SPECIFIC DEVELOPMENT PLAN:</u>	<u>A class A, B, or C, or D-Major development permit.</u>
---	---

12
13 ~~Section 7.~~ Section 8. Section 9-1-8 of the Breckenridge Town Code, entitled “Preliminary
14 Evaluation,” is deleted.
15

16 ~~Section 8.~~ Section 9. Chapter 1 of Title 9 of the Breckenridge Town Code is amended by
17 the addition of a new Section 9-1-17-3.5, entitled “Duration of Point Assignments,” which shall

1 read as follows:
2

3 **9-1-17-3.5: DURATION OF POINT ASSIGNMENTS:**
4

5 **The assignment of points for a development permit is vested for the duration**
6 **of the development permit, including after a Certificate of Occupancy has**
7 **been issued, up to the vesting period as specified in Section 9-1-17-8. When**
8 **an applicant requests to modify or apply for a new development permit on**
9 **the same property during the vested period, the applicant may use positive**
10 **points associated with the valid development permit (only those positive**
11 **points that exceeded a zero point score) to offset negative points accrued in**
12 **the permit modification or new development permit.**
13

14 Section 10. Section 9-1-17-11 (D) of the Breckenridge Town Code is amended to read as
15 follows:
16

17 D. Duration Of Vested Right: Subject to the provisions of subsection F of this section,
18 and section 9-1-19-39A of this chapter, all vested rights with respect to any class A or B
19 development permit shall terminate and expire at the end of three (3) years from the date
20 of the approval by the town council of such development permit, and all vested rights
21 with respect to a class C or class D major development permit shall expire eighteen (18)
22 months from the date of the approval by the town council or director of such permit,
23 unless substantial construction pursuant to such permit has been completed. **There are**
24 **no vested property rights for a class D minor development permit. All vested rights**
25 **with respect to a class D minor development permit shall expire six (6) months from the**
26 **date of the issuance of the permit.**
27

28 Section 11. Section 9-1-17-12 (B) of the Breckenridge Town Code is amended to read as
29 follows:
30

31 B. Other Transfers: A transfer of density to a lot or parcel within the town from either one
32 lot or parcel located outside of the town, but within the Upper Blue River Basin, or
33 pursuant to a certificate of development rights issued pursuant to that certain
34 "intergovernmental agreement concerning transferred development rights between the
35 town and Summit County, Colorado", as amended from time to time, may be approved
36 by the town ~~only in compliance with this chapter~~ **only in conjunction with approval of**
37 **a development agreement, with the exception that a transfer of density involving 0.5**
38 **SFEs or less of transferred density may be allowed in conjunction with a**
39 **development permit and does not require a development agreement. If the vesting**
40 **period expires on a development permit with a density transfer, then a new**
41 **development agreement must be obtained to allow a density transfer in association**
42 **with a new development permit for the property.** In no case may a density transfer be
43 allowed into the historic district or land use district 1. A density transfer pursuant to the
44 referenced intergovernmental agreement that includes a transfer of development rights
45 sending area wetland lot shall be limited so that no more than twenty five percent (25%)
46 of any density approved for transfer (not to exceed 2 development rights) may originate

1 from a qualifying wetland lot of "high importance" or "concern" as defined in the
2 intergovernmental agreement; only whole development rights are eligible for transfer
3 from wetlands lots. If a density transfer is approved, the transfer shall be evidenced by a
4 written covenant which shall be in a form and substance acceptable to the town attorney.
5 Such covenant shall provide: 1) the amount of density transferred; 2) the new total
6 amount of density on the receiving parcel; 3) the total new amount of density on the
7 sending parcel; and 4) an acknowledgment by the owner of the receiving parcel that the
8 density which has been transferred may be used on the receiving parcel only in
9 accordance with this chapter. The covenant shall be recorded with the clerk and recorder
10 of Summit County, and shall conclusively establish the amount of density on the
11 receiving parcel as of the date of such covenant. Upon the execution of the density
12 transfer covenant described above, the owner of the receiving parcel shall execute such
13 documents as may be required by the director in order to assure that the records of the
14 town correctly reflect the current amount of allowed density on the receiving parcel.
15 Development approval shall include a condition of approval that specifies the time or
16 times at which all requirements as set forth above are complied with (e.g., prior to
17 issuance of building permits). Development permit conditions of approval shall state the
18 amount of density required to be transferred and shall not include specific dollar amounts
19 for purchasing such density. The cost of purchasing density shall be based on the current
20 rate established for sale of TDRs at the time of purchase, as outlined in the
21 intergovernmental agreement.

22
23 Section 9. Section 12. Section 9-1-18-1(D)(1)(a) of the Breckenridge Town Code is
24 amended to read as follows:

25
26 a. An application signed by the property owner of record, or an agent having
27 power of attorney, ~~and an evidentiary package~~ on forms provided by the town.
28 Any variances applied for shall be ~~on the policy evidentiary package~~ and included
29 in the application.

30
31 Section 10. Section 13. Section 9-1-18-4(B)(1) of the Breckenridge Town Code is
32 amended to read as follows”

33
34 1. Once a completed application and all accompanying material have been
35 submitted, the director shall review the proposal and ~~within seven (7) days~~
36 approve it with or without conditions, or deny it. In addition, the director shall
37 have the right ~~within the same seven (7) days after the application is filed~~ to
38 reclassify any class D minor application as a class D major or a class C and
39 process it accordingly.

40
41 Section 11. Section 14. Section 9-1-18-4(D) of the Breckenridge Town Code is deleted.

42
43 Section 12. Section 15. Section 9-1-19-2R, “Policy 2 (Relative) Land Use Guidelines,” of
44 the Breckenridge Town Code is amended to read as follows:

45
46 **9-1-19-2R: POLICY 2 (RELATIVE) LAND USE GUIDELINES:** The town

1 strongly encourages all developments to meet the guidelines established within
2 the adopted “land use guidelines” document for the district in which they lie, and,
3 where applicable, the guidelines established by an approved master plan.
4

4 x (- A. Uses: Proposed uses which will not conflict with the existing uses, but
3/+20) will conform to the desired character and function of the district in which
they lie, and where applicable, with an approved master plan, are
encouraged. Uses which are in conflict with existing uses and/or with the
desired character and function of the district in which they lie, or, where
applicable, with an approved master plan, are discouraged.

2 x (- B. Relationship To Other Districts: In those instances where a project lies
2/0) adjacent to a district boundary where the proposed uses may be
incompatible, the applicant is encouraged to modify the proposed use to
one that is compatible, or take extra measures to provide adequate buffers
in an effort to lessen any negative impacts upon the property lying within
the adjacent land use district.

3 x (- C. Nuisances: Uses that create a nuisance or hazard to others in the
2/0) community, including, but not limited to, significant or continuous noise,
vibration, odors, radio or electronic interference, or heat, ~~or glare from
lighting emanating from any development~~ shall be discouraged.

5
6 Section 13, Section 16. Sections A, B. and E of Section 9-1-19-3A, “Policy 3 (Absolute)
7 Density/Intensity,” of the Breckenridge Town Code is amended to read as follows:
8

9 A. Commercial, Industrial, and other Non-Residential Uses: Commercial,
10 ~~office, and certain residential~~ industrial, and other non-residential uses’ densities
11 are designated within the land use guidelines in terms of a floor area ratio (FAR).
12 All developments which lie in a district where the density is designated in the
13 terms of floor area ratio shall continue to utilize the allowed density as calculated
14 through the particular FAR as the basis for determining compliance with this
15 policy.
16

17 **Where a transfer of density is proposed pursuant to Section 9-1-17-12 for a**
18 **commercial, service commercial, industrial, or other non-residential use,**
19 **then the conversion table below shall be used to determine the amount of**
20 **density required to be transferred to the project site.**
21

22 B. Residential: Residential uses whose allowed densities are calculated in terms of
23 units within the land use guidelines shall utilize the following square footage
24 conversion tables to determine the maximum dwelling area allowed within a
25 specific project. (The town requires dwelling units to be converted to square
26 footage rather than units because the town has determined that the impacts of a
27 development are more closely related to the total square footage of the project
28 than the number of units.) Furthermore, it is the intention of the town to
29 encourage uses which have been determined to be needed and desirable for the

1 general benefit of the town, and to discourage those uses which it determines
2 provide little or no benefit or are a detriment to the community.

3
4 **CONVERSION TABLE - ~~RESIDENTIAL USES~~**
5

Within conservation district:

Single-family	1 unit = 1,600 square feet
Duplexes and townhouses	1 unit = 1,600 square feet
Boarding houses	1 unit = 900 square feet
All other residential (including bed and breakfast, apartment, and condominium)	1 unit = 1,200 square feet

Outside conservation district:

Single-family	1 unit = unlimited square footage*
Duplex included within site plan level development permit with net density of less than 5 units per acre	1 unit = unlimited square footage*
Duplex included within site plan level development permit with net density of 5 units per acre or more	1 unit = 1,600 square feet
Townhouse	1 unit = 1,600 square feet
Hotel, inn, motel, bed and breakfast	1 unit = 1,380 square feet
Boarding houses	1 unit = 900 square feet
All other residential (including apartment and condominium)	1 unit = 1,200 square feet
<u>Commercial, service commercial, industrial, and all other non-residential uses</u>	<u>1 unit = 1,000 square feet</u>

6
7 *Refer to section 9-1-19-4A, “Policy 4 (Absolute) Mass”, subsection A, of this
8 chapter for mass limitations in certain subdivisions that may further limit
9 aboveground density.

10
11 For purposes of this policy, the term “net density” shall mean the total number of
12 approved residential dwelling units per acre contained within the land area
13 covered by a site plan level development permit.
14

1 When using the above table to calculate density on a site, the following
2 formula shall be used: equivalent units (as determined by above table) x
3 Units Per Acre (as determined by the applicable Land Use District or Master
4 Plan) x size of lot. For example, within the Conservation District, a single-
5 family home (1,600 square foot multiplier in above table) x 11 UPA (in Land
6 Use District 17) x .14 acres (lot size) = 2,464 square feet of allowed density.
7 Please note that densities are further limited in the conservation district
8 based on the Historic District Guidelines and the particular character area
9 the property is located in, so the above noted UPA density may be less than
10 noted.

11
12 E. Density For Attainable Workforce Employee Housing Projects:

13
14 (1) When new attainable-workforce Employee hHousing projects are developed
15 within the corporate limits of the town, the town government shall transfer density
16 it owns to the attainable-workforce Employee HHousing project at a one to four
17 (1:4) ratio (i.e., transfer 1 development right for every 4 attainable-workforce
18 Employee HHousing project units permitted to be built).

19
20 (2) The density provisions for employee housing under subsection D of this
21 section shall also apply to attainable-workforce housing projects. (Ord. 12, Series
22 2012)

23
24 Section 14. Section 17. Section 9-1-19-3A, "Policy 3 (Absolute) Density/Intensity," of the
25 Breckenridge Town Code is amended by the addition of the following new sections:

26
27 F. Exemption for Community Facilities and Institutional Uses

28
29 (1) Where community facilities and institutional uses are proposed, no
30 density shall be required to be transferred to subject property to account for
31 the density associated with the community facility or institutional use.

32
33 G. Transfer of Density Required

34
35 (1) Where a development project is proposed to exceed the permitted density
36 of the property as identified under the controlling development policy or
37 document, including, but not limited to, the land use guidelines, master plan,
38 development agreement, or other controlling site specific rule, regulation or
39 court order, then a transfer of density must be enacted pursuant to Section 9-
40 1-17-12 and as further controlled by other sections in this Code.

41
42 H. Aboveground Density In Historic District:

43
44 (1) Within the Main Street residential/commercial, south end residential, and
45 South Main Street character areas a maximum of 12.0 units per acre for
46 aboveground density for new construction is allowed. Projects within such

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

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

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

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

25 (3) For the purposes of this chapter, “aboveground density” shall mean that
26 portion of the density of a structure that is above finished grade. If a
27 structure has a foundation wall that is exposed more than two feet (2’) above
28 finished grade, a portion of the allowable above grade density for such
29 structure shall be assessed to the floor which is partially below grade in
30 accordance with priority policy 80B of the “handbook of design standards”
31 adopted by section 9-5-3 of this title.

32
33 Within the historic district a one thousand six hundred (1,600) square foot
34 multiplier is used to calculate the allowed aboveground density for any use.
35 For example, a typical fifty foot by one hundred twenty five foot (50' x 125'
36 aboveground density for any use (0.143 acre x 1,600 x 9 UPA).

37 (4) All spaces with vaulted ceilings that have a wall plate height over fourteen
38 feet (14') shall be double counted toward the allowable aboveground density
39 (8 foot first floor plate height, 1 foot floor system, 5 foot plate height for a
40 potential second floor).

1 **(5) In connection with permit applications for projects within the historic**
 2 **district which involve “preserving”, “restoring”, or “rehabilitating” a**
 3 **“landmark structure”, “contributing building”, or “contributing building**
 4 **with qualifications” (as those terms are defined in the “Handbook Of Design**
 5 **Standards For The Historic And Conservation Districts”), true one-story**
 6 **historic buildings with a first floor plate height of less than ten feet (10’) shall**
 7 **not have the density in the attic space counted toward aboveground density,**
 8 **provided that there are no dormers, windows, or skylights that are added to**
 9 **the attic space of the historic building.**

10 Section 15. Section 18. Section 9-1-19-3R, “Policy 3 (Relative) Compliance With
 11 Density/Intensity Guidelines,” of the Breckenridge Town Code is amended to read as follows:

12
 13 **9-1-19-3R: POLICY 3 (RELATIVE) COMPLIANCE WITH**
 14 **DENSITY/INTENSITY GUIDELINES:**

15
 16 **A.** Compliance with the maximum allowed intensity/density as calculated in
 17 section 9-1-19-3A, “Policy 3 (Absolute) Density/Intensity”, of this chapter,
 18 and with regard to commercial from the land use guidelines is strongly
 19 encouraged. Deviations in excess of the maximum allowed total square
 20 footage shall only be allowed through density transfers pursuant to section 9-
 21 1-17-12 of this chapter and shall be assessed negative points according to the
 22 following schedule:
 23

	<u>% Deviation Up From Guidelines</u>	<u>Point Deductions</u>
5 x (point deduction)	0.1 - 5%	2*
	5.01 - 10%	3
	10.01 - 15%	4
	15.01 - 20%	5
	20.01 - 30%	6
	30.01 - 40%	7
	40.01 - 50%	8
	50.01% and above	20

24 ***Excess density allowed for Employee Housing, as allowed in section 9-1-**
 25 **19-3 A, Section D., is exempt from the point deductions listed in the above**
 26 **table.** Excess density is exempt from a 2 point deduction if the density is
 27 transferred pursuant to subsection 9-1-17-12B of this chapter and if the total
 28 excess density for the project does not exceed 5 percent of the maximum
 29 density allowed. This exemption does not apply to any transfers of density
 30 into the historic district **or LUD 1.**

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B. Conservation District Densities

(1) Within the Main Street residential/commercial, South End residential, and South Main Street character areas, a maximum of nine (9) units per acre of aboveground density is recommended. In connection with projects that exceed the recommended nine (9) units per acre and meet all of the design criteria outlined in the character area design standards, points shall be assessed based on the following table:

<u>Aboveground Density</u> <u>(UPA)</u>	<u>Point Deductions</u>
-	-
<u>9.01 - 9.50</u>	<u>-3</u>
<u>9.51 - 10.00</u>	<u>-6</u>
<u>10.01 - 10.50</u>	<u>-9</u>
<u>10.51 - 11.00</u>	<u>-12</u>
<u>11.01 - 11.50</u>	<u>-15</u>
<u>11.51 - 12.00</u>	<u>-18</u>
<u>12.01 or more</u>	<u>See section 9-1-19-3 A, Section H., of this chapter</u>

10
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(2) In connection with permit applications for projects within those character areas of the historic district specified below which involve “preserving”, “restoring”, or “rehabilitating” a “landmark structure”, “contributing building”, or “contributing building with qualifications” (as those terms are defined in the “Handbook Of Design Standards For The Historic And Conservation Districts”), or “historic structure” or “landmark” as defined in this code, and in connection with permit applications for projects within the North Main residential, north end residential, and the east side residential character areas that exceed the recommended nine (9) units per acre of aboveground density, points shall be assessed based on the following table:

<u>Aboveground Density</u> <u>(UPA)</u>	<u>Point Deductions</u>
-	-
<u>9.01 - 9.50</u>	<u>-3</u>
<u>9.51 - 10.00</u>	<u>-6</u>
<u>10.01 or more</u>	<u>See section 9-1-19-3A, Section H., of this chapter</u>

22
23

[Section 16-Section 19.](#) Subsection A of Section 9-1-19-4R, “Policy 4 (Relative Mass),”

1 of the Breckenridge Town Code is amended to read as follows:

2
3 A. Additional aboveground square footage may be allowed over and above the
4 intensity/density calculation based on the following formulas for accessory uses
5 such as garages, meeting rooms, lobbies, hallways, recreational areas, etc.:

6
7 (1) (Rep. by Ord. 10, Series 1990)

8
9 (2) Single-Family, Duplexes, Bed And Breakfasts, And Townhouses: Single-
10 family, duplex, bed and breakfast, and townhouse developments may be allowed
11 an additional twenty percent (20%) of aboveground floor area as specified in
12 Section 9-1-19-3A (H) and Section 9-1-19-3R (B) for the provision of garages,
13 common amenity areas, and common storage areas. This mass bonus does not
14 apply to single-family or duplex structures listed in section 9-1-19-4A, “Policy 4
15 (Absolute) Mass”, subsection A, of this chapter.

16
17 (3) Apartments And Boarding Houses: Apartment and boarding house
18 developments may be allowed an additional ~~fifteen~~ thirty percent (~~15~~30%) of
19 aboveground floor area for the provision of amenities and/or common areas.

20 (4) Condominiums, Hotels, Inns, And Lodges: Condominiums, hotels, inns,
21 lodges, and other similar uses may be allowed an additional ~~twenty five~~ thirty
22 percent (~~25~~30%) of aboveground floor area for the provision of amenities and/or
23 common areas.

24
25 Compliance with the aboveground square footage recommendations as set forth
26 here is encouraged. Mass is the total aboveground square footage of a project
27 (density + common areas). Deviations in excess of the maximum allowed total
28 square footage shall only be allowed through density transfers pursuant to section
29 9-1-17-12 of this chapter and shall be assessed negative points according to the
30 following schedule:

31
32 The following formula shall be utilized to determine any deviations from these
33 guidelines:

34

	<u>% Deviation Up From Guidelines</u>	<u>Point Deductions</u>
5 x (point deduction)	0.1 - 5%	2*
	5.01 - 10%	3
	10.01 - 15%	4
	15.01 - 20%	5
	20.01 - 30%	6
	30.01 - 40%	7

40.01 - 50%	8
50.01% and above	20

1 * **Excess mass allowed for Employee Housing, as allowed in Section 3A. D., is**
2 **exempt from the point deductions listed in the above table.** Excess mass is
3 exempt from a 2 point deduction if the density is transferred pursuant to
4 subsection 9-1-17-12B of this chapter and if the total excess mass for the project
5 does not exceed 5 percent of the maximum mass allowed. This exemption does
6 not apply to any transfers of density/mass into the historic district or LUD 1.

7
8 Section 17. Section 20. Subsection B of Section 9-1-19-4R, “Policy 4 (Relative) Mass,” of
9 the Breckenridge Town Code is amended to read as follows:

10 In a land use district where density is calculated by a floor area ratio only, residential and mixed use
11 projects shall not be allowed additional square footage for accessory uses, and the total mass of the
12 building shall be that allowed by the floor area ratio of the specific districts. In residential and mixed
13 use developments within land use districts 18, and 19, no additional mass shall be allowed for the
14 project and the total allowed mass shall be equal to the allowed density, **with the exception that**
15 **additional mass may be allowed in land use district 18 for projects involving historic**
16 **renovations and remodels of the primary historic structure.**

17 Section 18. Section 21. The fourth paragraph of Section 9-1-19-5A: “Policy 5 (Absolute)
18 Architectural Compatibility,” of the Breckenridge Town Code is amended to read as follows:

19 The number of colors used on one structure is limited to three (3); this does not
20 include specifically appropriate additional colors as listed in the architectural
21 color placement list in the design guidelines for such elements as window sashes,
22 porch floors, ceiling half timbers, ~~or~~ roof coverings, **flashing, flues, brick, rusted**
23 **metal, and unfinished natural surfaces such as rock and stone.**

24 Section 19. Section 22. Section C of Section 9-1-19-5A: “Policy 5 (Absolute)
25 Architectural Compatibility,” of the Breckenridge Town Code is deleted.

26
27 Section 20. Section 23. The fourth paragraph of Section E of Section 9-1-19-5A: “Policy
28 5 (Absolute) Architectural Compatibility,” of the Breckenridge Town Code is amended to read
29 as follows:

30
31 Within the conservation district a solar device shall be located to reduce the
32 visibility of the solar device from a public street (as opposed to an alley) to the
33 greatest extent practical and to reduce negative impacts to historic structures. In
34 most cases, preference 1 will reduce visibility and is the highest and most
35 preferred; preference 5 is the lowest and least preferred. A solar device shall be
36 located in the highest preference possible. The order of preference for the location
37 of a solar device within the conservation district is as follows, unless a less visual
38 option is available on site: ~~a~~1) as a building integrated photovoltaic device; ~~b~~2) on
39 nonhistoric structures or additions; ~~c~~3) on an accessory structure; ~~d~~4) on the
40 primary structure; and ~~e~~5) highly visible from the public street.

1
2 Section 21. Section 24. Section A of Section 9-1-19-5R: “Policy 5 (Relative)
3 Architectural Compatibility”, of the Breckenridge Town Code is amended to read as follows:
4

3 x (- 2/+2)	A. General Architectural And Aesthetic Compatibility: All proposed new developments, alterations, or additions are strongly encouraged to be architecturally compatible with the general design criteria specified in the land use guidelines. It is strongly encouraged that cut and fill slopes be kept to a minimum, and that the site, when viewed from adjacent properties, be integrated into its natural surroundings as much as possible. In addition, excessive similarity or dissimilarity to other structures existing, or for which a permit has been issued, or to any other structure included in the same permit application, facing upon the same or intersecting streets within the same or adjacent land use districts is discouraged. This subsection A only applies to areas outside of the historic district. <u>ArchiteretureArchitecture within the historic district is regulated by the Handbook of Design Standards for the Historic and Conservation DistiretsDistricts.</u>
-----------------	---

5
6 Section 25. Section C of Section 9-1-19-5R: “Policy 5 (Relative) Architectural
7 Compatibility”, of the Breckenridge Town Code is deleted.
8

9 Section 22. Section 26. Section 9-1-19-6A, “Policy 6 (Absolute) Building Height,” of the
10 Breckenridge Town Code is amended to read as follows:
11

12 **9-1-19-6A: POLICY 6 (ABSOLUTE) BUILDING HEIGHT:**

13
14 A. Within The Historic District:

15
16 (1) Building height measurement shall be to the highest point of a flat, shed, or
17 mansard roof or to the mean elevation of a sloped gable or hip roof.

18 (2) Maximum building height for all nonresidential, multi-family, duplex and
19 single-family structures:

20 a. In land use districts 11, 17 and 18, and in those portions of land use districts 18₂
21 and 19 north of Lincoln Avenue or south of Washington Street, building height
22 shall not exceed twenty six feet (26').

23 b. In those portions of land use districts 18₂ and 19 that lie between Lincoln
24 Avenue and Washington Street, building height shall not exceed thirty feet (30').
25

26 B. Outside The Historic District:

27 (1) For all single-family residences or duplex units: Measurement shall be to the
28 highest point of any roof element and shall not exceed thirty five feet (35').

29 (2) For all structures except single-family and duplex units outside the historic
30 district: Building height measurement shall be to the highest point of a flat,
31 shed, or mansard roof or to the mean elevation of a gable or hip roof. No
32 building shall exceed the land use guidelines recommendation by more than two
33 (2) full stories.

1
2 ~~Section 23~~Section 27. Section (A)(2) of Section 9-1-19-6R: “Policy 6 (Relative)
3 Building Height,” of the Breckenridge Town Code is amended to read as follows:
4

5 (2) Outside The Historic District:
6

7 a. For all structures ~~except single family and duplex units~~ outside the historic
8 district: Negative points under this subsection shall be assessed based upon a
9 project’s relative compliance with the building height recommendations contained
10 in the land use guidelines, as follows:
11

- 5 points Buildings that exceed the building height recommended in the land use guidelines, but are no more than one-half (1/2) story over the land use guidelines recommendation.
- 10 points Buildings that are more than one-half (1/2) story over the land use guidelines recommendation, but are no more than one story over the land use guidelines recommendation.
- 15 points Buildings that are more than one story over the land use guidelines recommendation, but are no more than one and one-half (1 1/2) stories over the land use guidelines recommendation.
- 20 points Buildings that are more than one and one-half (1 1/2) stories over the land use guidelines recommendation, but are no more than two (2) stories over the land use guidelines recommendation.

Any structure exceeding two (2) stories over the land use guidelines recommendation will be deemed to have failed absolute policy 6, building height.

b. For all structures except single-family and duplex units outside the historic district: Additional negative or positive points may be assessed or awarded based upon the planning commission’s findings of compliance with the following:

- 1 x (-1/+1) 1. It is encouraged that buildings incorporate the uppermost story density **and mass** into the roof of the structure, where no additional height impacts are created.
- 1 x (-1/+~~3~~) 2. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. **Buildings that step down one full story on the edges may be awarded +1 points. Buildings that step down two full stories may be awarded +2 points. Buildings that step down three full stories may be awarded +3 points. Roof forms should step down on at least two building edges that are visible to the public in order to qualify for positive points. Stepping down of building stories should occur in a cascading fashion, with drops of one floor at a time, rather**

than abrupt drops of two or three stories at once. Long, unbroken ridgelines, fifty feet (50') or longer, are discouraged.

B. For all single-family and duplex units outside the historic district:

(1) Additional negative or positive points may be assessed or awarded based upon the planning commission's findings of compliance with the following:

- 1 x (-
1/+1) a. It is encouraged that buildings incorporate the uppermost story of density into the roof of the structure, where no additional height impacts are created.
- 1 x (-
1/+1) b. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. Long, unbroken ridgelines, fifty feet (50') or longer, are discouraged.
- 1 x
(0/+1) c. Roof forms are encouraged to have a minimum pitch of eight in twelve (8:12) to a maximum pitch of twelve in twelve (12:12) over ninety percent (90%) of the roof area (measured in plan); however, up to ten percent (10%) of the roof area may be flatter than an eight in twelve (8:12) pitch. (

1
2
3
4

Section 24. Section 28. Section 9-1-19-7R: "Policy 7 (Relative) Site and Environmental Design," of the Breckenridge Town Code is amended to read as follows:

2 x (-
2/+2) The town hereby finds that it is in the public interest for all sites within the community to be designed, arranged, and developed in a safe and efficient manner. The arrangement of all functions, uses, and improvements should reflect the natural capabilities and limitations of the property. This policy is also intended to discourage levels of development intensity that result in generally compromised site functions, buffering and aesthetics. Taking into consideration the basic character of the site and the nature of the proposed uses, the development should be visually harmonious as perceived from both the interior and exterior of the project. Platted lots with building envelopes, site disturbance envelopes, or designated building locations are still subject to the following rules and recommendations unless noted otherwise.

The existence of constraining physical conditions on some properties may render some portion(s) of these sites unsuitable for development. Constraining physical conditions may consist of, but are not limited to: ravines, the shape or topographical conditions of the specific property involved, adverse soils conditions and existing easements. As a result of these conditions, buildings and other aspects of development should be located elsewhere on the site. The development rights associated with the nondeveloped areas of the sites should either be transferred

off site, in accordance with section 9-1-17-12 of this chapter, or incorporated into the remainder of the site. If they can be incorporated into the remainder of the site, it should be done in such a way to allow the development to remain consistent with the development character and function intent of the applicable land use district guideline(s) or approved master plan. Due to site characteristics, the acceptable intensities recommended in the land use guidelines or approved master plan may not be achievable.

The overall design objectives shall be:

- To blend development into the natural terrain and character of the site.
- To minimize the negative impacts of offsite views of grading and building massing.
- To minimize site surface disruption; reduce the potential for erosion and other environmental degradation.
- To generally develop in a visually cohesive manner while providing privacy for the occupants of the site and buffering to the neighboring properties as well.

Development plans will incur points based upon the criteria above and their design so as to:

2 x (-2/+2)

A. Site Design And Grading: In order to reduce the amount of site disturbance, including vegetative removal, developments should be designed in a manner that minimizes the amount of cut and fill on a site, particularly those areas visible from adjacent properties and rights of way. Placement of buildings on the site should be accomplished in a manner that further minimizes new grading and any vegetative removal necessary for site access and drainage. Grading large areas to create a flat “benched” building pad is strongly discouraged unless disruption is planned to be minimized with a mechanical shoring method. The town must approve any such plan.

4 ~~2~~x (-~~24~~ 2 /+~~24~~ 4)

B. Site Buffering: Developments should be buffered from adjacent properties and public rights of way **and should attempt to provide a maximum degree of privacy for occupants of both the site and surrounding properties.** To achieve this, buildings and other development impacts should be located in a manner that allows for site buffering (~~existing or proposed~~). Buffering between the developments and neighboring properties may include, but ~~are~~ is not limited to:

- **Preservation of Existing mature tree stands or specimen trees.**
- The physical distance from property edge to the development.
- ~~New landscaping.~~

- Landscaped berms at the property perimeter.

Providing greater buffers than those required by building envelopes, disturbance envelopes, designated building locations, and/or recommended setbacks are encouraged. However, no positive points may be awarded under this ~~portion of this~~ policy for new landscaping. ~~or landscaped berms shall not be awarded~~ Positive points for new landscaping shall be awarded under section 9-1-19-22R, “Policy 22 (Relative) Landscaping”, of this chapter.

2 x (-
2/+2)

- C. Retaining Walls: Retaining wall systems with integrated landscape areas are encouraged to be provided to retain slopes and make up changes in grade rather than cut/fill areas for slope retention.

Retaining wall systems made of, or faced with, natural materials such as rock or timbers are preferred. Other materials that are similar in the nature of the finishes may be considered on a case by case basis, but are not recommended for use in ~~highly visible~~ locations visible from streets or public areas.

Smaller retaining wall systems, ~~up to four feet (4') tall,~~ generally not exceeding four feet (4') in height that incorporate vegetation between walls without creating excessive site disturbance are preferred. It is understood that, depending on the slope of the site, the height of retaining walls may vary to minimize site disruption. If an alternative site layout that incorporates retaining walls taller than four feet (4') but causes less site grading and complies with all other relevant development code policies is viable, then it ~~should be strongly considered~~ shall not be assessed negative points because of its height.

42 x (-
-24/+24)

- D. Driveways And Site Circulation Systems: Driveways and circulation systems are encouraged to work efficiently with the existing topography rather than requiring excessive site disturbance to accommodate their installation. ~~Design site~~ Vehicular circulation systems, including driveways, parking areas, and delivery areas should be designed in a manner that results in the minimum site disturbance possible to provide safe access to the site.

Garages should be located in a manner that eliminates the need for long or double switchback drives and reduces overall site disturbance. In some instances, this may require that a garage be placed in the front yard, or near a public right of way, rather than hidden behind a building. ~~The reduction of site disturbance should offset any negative impacts related to the reduction of site buffers.~~

2 x (-
1/+1)

- E. ~~Site Privacy: It is encouraged that developments, including buildings and site circulation be arranged to provide the maximum degree of privacy for the occupants of both the site and surrounding properties. It is encouraged that the location and design of potentially incompatible~~

~~uses or structures within a development (including, but not limited to, trash enclosures, site lighting and noise generators) be designed and located in a manner that reduces the potential negative impacts on all neighboring properties. Maintaining extra privacy for drives and development, beyond the minimum setbacks, around the entire site perimeter is encouraged. These may include providing greater setbacks, natural or constructed screening.~~

2 x (0/+2) ~~F.~~ E. Wetlands: Enhance wetlands, if present, beyond the requirements of the town’s applicable regulations. Enhancements may include: the reintroduction of natural water flow, flora, fauna, and wildlife habitat.

2 x (-
2/+2) ~~G.~~ F. Significant Natural Features: Avoid development within areas of significant natural features, if present on site. Significant natural features may include, but are not limited to:

- ~~- Significant tree stands or specimen trees.~~
- Knolls or ridgelines.
- ~~- Treed backdrop.~~
- Rock outcroppings.

If development in these or similar areas can be avoided, then every effort should be made to do so.

1
2 ~~Section 25.~~ Section 29. The second paragraph of Section D of Section 9-1-19-8A: “Policy
3 8 (Absolute) Ridgeline and Hillside Development,” of the Breckenridge Town Code is amended
4 to read as follows:

5
6 The rooflines of structures shall mimic the contours of the topography, whether
7 gently sloping or steep. Long, unbroken rooflines shall be no greater than fifty
8 feet (50') in length. **An applicant shall not be awarded positive points under**
9 **section 9-1-19-6R for avoiding long, unbroken rooflines when done so to**
10 **comply with this absolute policy.**

11 Large expanses of glass shall be avoided on the downhill elevation of structures. Windows on the
12 downhill side of a structure shall use ~~nonreflective~~ glass **with the lowest reflectivity rating.**

13 ~~Section 26.~~ Section 30. Section B of Section 9-1-19-9A: “Policy 9 (Absolute) Placement
14 of Structures,” of the Breckenridge Town Code is amended to read as follows:

15
16 **B. Zero-Commercial, Industrial, and other Non-Residential** Setbacks: No
17 portion of any structure including overhangs and projections shall be placed
18 closer than one foot (1') to an adjacent property, except that commercial, office,
19 industrial, or other similar developments may be allowed to be built at the
20 property line in land use districts 11, 18₂, and 19.
21

1 Section 27, Section 31. Section 9-1-19-13R: “Policy 13 (Relative) Snow Removal and
2 Storage,” of the Breckenridge Town Code is amended to read as follows:

3
4 9-1-19-13R: POLICY 13 (RELATIVE) SNOW REMOVAL AND STORAGE:
5

4 x (- Snow Storage Areas: Adequate space shall be provided within the
2/+2) development for the storage of snow.

6 A. Size Of Storage Areas: It is encouraged that a functional snow storage area be
7 provided which is equal to approximately twenty five percent (25%) of the areas
8 to be cleared of snow. Specific areas to be cleared shall include the full
9 dimensions of roadways, walkways, and parking areas. **An exception to the**
10 **above 25% functional snow storage area is allowed where an operating**
11 **snowmelt system is installed.**

12 B. Aesthetics: It is encouraged that snow storage areas be located away from
13 public view.

14 Section 28, Section 32. Section 9-1-19-14R: “Policy 14 (Relative) Storage,” of the
15 Breckenridge Town Code is amended to read as follows:

16
17 9-1-19-14R: POLICY 14 (RELATIVE) STORAGE:
18

2 x (- General: ~~All~~ **Multi-Unit residential** developments are encouraged to
2/+2) provide the types and amounts of storage that are appropriate to the
development. Storage areas shall include storage space for vehicles, boats,
campers, firewood, equipment and goods, and shall be located where they
are most convenient to the user, and least offensive to the community.
Interior storage of at least five percent (5%) of the building is encouraged.
Closets and garages shall not count towards this interior storage
percentage.

19
20 Section 29, Section 33. Section 9-1-19-15A: “Policy 15 (Absolute) Refuse,” of the
21 Breckenridge Town Code is amended to read as follows:

22
23 **9-1-19-15A: POLICY 15 (ABSOLUTE) REFUSE AND RECYCLING**
24

25 All development shall provide an enclosed, screened location for the storage of
26 refuse **and recycling**. An approved trash dumpster enclosure is required for all
27 trash dumpsters and compactors in accordance with title 5, chapter 6 of this code.
28 If the manner of storage or collection requires vehicular access, it shall be
29 provided in such a way so as not to impair vehicular or pedestrian movement
30 along public rights of way.
31

32 The town finds that individual refuse pick up for multi-unit residential

1 developments of more than six (6) units, and developments of more than three (3)
2 duplexes, is inconvenient, inefficient and potentially hazardous in a community
3 with a high percentage of short term rental units. Multi-unit residential
4 developments of more than six (6) units, and developments of more than three (3)
5 duplexes shall provide a trash dumpster or compactor with an approved trash
6 dumpster enclosure, **which includes adequate space for recycling.**

7
8 ~~Section 30.~~Section 34. Section 9-1-19-15R: “Policy 15 (Relative) Refuse,” of the
9 Breckenridge Town Code is amended to read as follows:

10
11 **9-1-19-15R: POLICY 15 (RELATIVE) REFUSE AND RECYCLING:**

12
13 All developments are encouraged to provide for the safe, functional and aesthetic
14 management of refuse **and recycling** beyond that required by title 5, chapter 6,
15 “Trash Dumpsters And Compactors”, of this code.

- 16
17 A. The following trash dumpster **and recycling** enclosure design features are
18 encouraged to be incorporated in the enclosure design:

19
20 1 x (+2)

21
22 (+1) Incorporation of trash dumpster enclosure **and recycling area** into a
23 principal structure.

24
25 (+2) Rehabilitation of historic sheds for use as an approved trash dumpster **and**
26 **recycling** enclosure, in a manner that preserves and/or refurbishes the integrity of
27 the historic shed.

28
29 (+2) Dumpster **and recycling** sharing with neighboring property owners; and
30 having the shared dumpster **and recycling** on the applicant’s site.

31
32 ~~Section 31.~~Section 35. Section 9-1-19-19A: “Policy 19 (Absolute) Loading,” of the
33 Breckenridge Town Code is deleted.

34
35 ~~Section 32.~~Section 36. Chapter 1 of Title 9 of the Breckenridge Town Code is amended
36 by a new Section 9-1-19-19R: “Policy 19 (Relative) Loading, “which shall read as follows:

37 **9-1-19-19R: POLICY 19 (RELATIVE) LOADING:**

2 x = **Loading Areas: It is encouraged that adequate loading areas be**
(0/+2) **provided for all commercial development. Where a development**
includes an exceptional approach to provision of loading (e.g.,
underground loading docks) and where loading areas are physically
separated from pedestrian and vehicular traffic areas, positive points
should be considered. Positive points shall not be awarded under this
policy if positive points are earned under Policy 16R subsections (2) and

(3).

1
2 Section 33.Section 37. Section 9-1-19-20R: “Policy 20 (Absolute) Relative,” of the
3 Breckenridge Town Code is amended to read as follows:

4 **9-1-19-20R: POLICY 20 (RELATIVE) RECREATION FACILITIES:**

3 x (-
2/+2) The community is based, to a great extent, on tourism and recreation; therefore,
the provision of recreational facilities, ~~both~~ **available to the general public and**
~~private~~, is strongly encouraged. Each residential project should provide for the
basic needs of its own occupants, while at the same time strive to provide
additional facilities that will not only be used for their own project, but the
community as a whole. Commercial projects are also encouraged to provide
recreational facilities whenever possible. The provision of recreational facilities
can be on site or off site, ~~public or private~~.

5
6 Section 34.Section 38. Section A of Section 9-1-19-21R: “Policy 21 (Relative) Open
7 Space,” of the Breckenridge Town Code is amended to read as follows:

8
9 **9-1-19-21R: POLICY 21 (RELATIVE) OPEN SPACE:**

10
3 x (-2/+2) A. Private Open Space:

11
12 (1) Residential Areas: It is encouraged that all residential developments or the
13 residential portions of multiuse developments retain at least thirty percent (30%)
14 of their ~~land~~ **gross square footage of land** area in natural or improved open
15 space, ~~exclusive of roadways~~ **Streets and driveways**, parking lots, sidewalks,
16 decks, **planter boxes, rooftop gardens**, or small landscaping strips **shall not**
17 **count as open space**. Where possible, open space shall be placed adjacent to
18 rights of way and other public areas.

19
20 Exception for single-family residences outside conservation district: No positive
21 points shall be awarded under this policy in connection with an application to
22 develop a single-family residence located outside the town’s conservation district.
23 Negative points may be assessed under this policy if an application to develop a
24 single-family residence outside the conservation district does not provide for the
25 preservation of at least thirty percent (30%) of the site in natural or improved
26 open space.

27
28 (2) Commercial Areas: It is encouraged that all commercial (nonresidential)
29 developments or the commercial portions of multiuse developments contain at
30 least fifteen percent (15%) of their **gross square footage of** land area in natural,
31 improved or functional open space, ~~exclusive of roadways~~ **Streets and**
32 **driveways**, parking lots, sidewalks, decks, **planter boxes, rooftop gardens**, or
33 small landscaping strips **shall not count as open space**. Where possible, open

1 space shall be placed adjacent to rights of way and other public areas.

2
3 **Exception for Character Area 6 in the Conservation District: Properties**
4 **within Character Area 6 (Core Commercial) as identified in the Handbook of**
5 **Design Standards for the Historic and Conservation Districts, are allowed to**
6 **be built up to the property line to match the historic development pattern**
7 **and thus leave little area for provision of open space. As such, commercial**
8 **properties in Character Area 6 shall not be assessed negative points for**
9 **failing to provide at least fifteen percent (15%) open space.**

10
11 [Section 35, Section 39](#). Section 9-1-19-22R: “Policy 22 (Relative) Landscaping,” of the
12 Breckenridge Town Code is amended to read as follows:

13
14 **9-1-19-22R: POLICY 22 (RELATIVE) LANDSCAPING:**

- 15
- 2 x (- A. All developments are strongly encouraged to include landscaping
1/+3) improvements that exceed the requirements of section 9-1-19-22A, “Policy
22 (Absolute) Landscaping”, of this chapter. New landscaping installed as
part of an approved landscape plan should enhance forest health, preserve the
natural landscape and wildlife habitat and support firewise practices. A
layered landscape consistent with the town’s mountain character, achieved
through the use of ground covers, shrubs, and trees that utilize diverse species
and larger sizes where structures are screened from ~~viewsheds,~~ **adjacent**
properties and public rights of way ~~and other structures,~~ is strongly
encouraged. The resulting landscape plan should contribute to a more
beautiful, safe, and environmentally sound community.
- B. To meet the goals described in subsection A of this section, compliance with
the following relative landscape standards is encouraged. An application shall
be evaluated on how well it implements the following:
- (1) ~~At least one tree a minimum of eight feet (8') in height, or three inch (3")~~
~~caliper, should be planted at least every fifteen feet (15') along all public~~
~~rights of way adjacent to the property to be developed.~~
- (12) All landscaping areas should have a minimum dimension of ten feet
(10').
- (23) Development applications should identify and preserve specimen trees,
significant tree stands, tree clusters and other existing vegetation that
contribute to wildlife habitat. Trees considered as highest priority for
preservation are those that are disease free, have a full form, and are effective
in softening building heights and creating natural buffers between structures
and public rights of way. Buildings should be placed in locations on the
property that result in adequate setbacks to preserve specimen trees and
existing vegetation. Appropriate measures should be taken to prevent site
work around these areas. Applicants should seek professional advice on these
issues from experts in the field.

~~(34)~~ Landscaping materials should consist of those species that are native to the town, or are appropriate for use in the town's high altitude environment. The "Landscaping Guidelines" shall be used to evaluate those particular criteria.

~~(45)~~ Landscaping materials should consist of those species that need little additional water (over and above natural precipitation) to survive, or the applicant should provide an irrigation system on the property that complies with subsection B(6) of this section. In general, native species are the most drought tolerant after establishment. Xeriscaping with native species is encouraged.

~~(56)~~ Installation, use, and maintenance of irrigation systems to ensure survival of landscaping in the long term is strongly encouraged until plant material is established. **Irrigation systems must utilize drip irrigation or similar** Irrigation utilizing low flow systems and the recycling of water are is strongly encouraged. **Sprinkler systems may be used for lawn and sodded areas and areas planted with perennials, but may be subject to negative points per this policy.** All approved irrigation systems should be maintained on an annual basis.

~~(67)~~ The use of bioswales planted with native vegetation that can filter and absorb surface water runoff from impervious surfaces is encouraged to promote water quality.

~~(78)~~ In low traffic areas the use of permeable paving allowing precipitation to percolate through areas that would traditionally be impervious is encouraged.

~~(89)~~ Plant materials should be provided in sufficient quantity; be of acceptable species; and be placed in such arrangement so as to create a landscape that is appropriate to the town's setting and that complies with the historic district guidelines, if applicable.

~~(940)~~ Not less than fifty percent (50%) of the tree stock installed on a property should include a variety of larger sizes, ranging up to the largest sizes (at maturity) for each species that are possible according to accepted landscaping practices. Such tree stock should recognize the town's high altitude environment, transplant feasibility, and plant material availability. The interrelationships of height, caliper, container size and shape must be in general compliance with the nursery stock standards.

~~(1044)~~ Not less than fifty percent (50%) of all deciduous trees described in the landscape plan should be multistem.

~~(1142)~~ Landscaping should be provided in a sufficient variety of species to ensure the continued aesthetic appeal of the project if a particular species is killed through disease. Native species are preferred.

~~(13)~~ Not less than fifty percent (50%) of that portion of the area of a project that is not being utilized for buildings or other impervious surfaces should be

~~kept in a natural/undisturbed state. Native grasses, wildflowers, and native shrubs are desirable features to maintain.~~

(~~12~~14) In all areas where grading and tree removal is a concern, planting of new landscaping materials beyond the requirements of section 9-1-19-22A, "Policy 22 (Absolute) Landscaping", of this chapter is strongly encouraged. New trees and landscaping should be concentrated where they will have the greatest effect on softening disturbed areas and buffering off site views of the property.

- C. Negative points shall be assessed against an application according to the following point schedule:

-2: Proposals that provide no public benefit. Examples include: providing no landscaping to create screening from adjacent properties; and public rights of way and viewsheds; the use of large areas of sod or other nonnative grasses or perennials that require excessive irrigation and exceed 500 square feet in area do not fit the character of the neighborhood; the use of excessive amounts of exotic landscape species; and the removal of specimen trees that could be avoided with an alternative design layout.

- D. Positive points will be awarded to an application according to the following point schedule. Examples of positive point awards are for purpose of illustration only, and are not binding upon the planning commission. The ultimate allocation of points shall be made by the planning commission pursuant to section 9-1-17-3 of this chapter.

+2: Proposals that provide some public benefit. Examples include: the preservation of specimen trees as a result of a new building footprint configuration to preserve the trees; preservation of groupings of existing healthy trees that provide wildlife habitat; preservation of native ground covers and shrubs significant to the size of the site; xeriscape planting beds; the planting of trees that are of larger sizes (a minimum of 2.5 inch caliper for deciduous trees and 8 feet for evergreen trees); utilizing a variety of species; and the layering of ground covers, shrubs, and trees that enhances screening from public rights of way and adjacent properties ~~and assists in breaking up use areas and creating privacy. In general, plantings are located within zone one.~~

+4: Proposals that provide above average landscaping plans and that include a water conservation checklist. Examples include: all those noted under +2 points, in addition to the planting of trees that are of larger sizes (a minimum of 3 inch caliper for deciduous trees and 10 feet for evergreen trees) and the largest sizes possible for their species; utilizing a variety of species and the layering of ground covers, shrubs, and trees that enhances screening from public rights of way and adjacent properties ~~and assists in breaking up use areas and creating privacy. A minimum of Fifty percent (50%) of all new planting should be native to the town and the remaining fifty percent (50%) should be adapted to a high altitude environment. In general, plantings are~~

located within zone one and zone two. **A water conservation checklist must be prepared for the property that indicates a list of water conservation measures (a minimum of three measures) that will be utilized. Examples of these measures include rain sensors, use of water conserving grass species, irrigation timers, and other conservation measures acceptable to the Town.**

+6: Proposals that provide significant public benefit through exceptional landscape plans. Examples include: all those noted under +2 and +4 points, and the planting of deciduous and evergreen trees that are a combination of the minimum sizes noted under +4 points and the largest possible for their species; the planting of the most landscaping possible on the site at maturity; utilizing a variety of species and the layering of ground covers, shrubs, and trees to break up use areas, create privacy, and provide a substantial screening of the site. Seventy five percent (75%) of all new plantings should be native to the town and the remaining twenty five percent (25%) should be adapted to a high altitude environment. Plantings are located in zone one, zone two, and zone three. (Ord. 1, Series 2011)

1
2 Section 36.Section 40. Section 9-1-19-24A: “Policy 24 (Absolute) The Social
3 Community,” of the Breckenridge Town Code is amended to read as follows:

4
5 **9-1-19-24A: POLICY 24 (ABSOLUTE) THE SOCIAL COMMUNITY:**

6
7 A. Meeting And Conference Rooms: All condominium/hotels, hotels, lodges, and
8 inns shall provide meeting areas or recreation and leisure amenities, at a ratio of
9 one square foot of meeting or recreation and leisure amenity area for every thirty
10 five (35) square feet of gross dwelling area.

11
12 B. Historic And Conservation District: Within the conservation district, which area
13 contains the historic district (see special areas map) substantial compliance with
14 both the design standards contained in the “handbook of design standards” and all
15 specific individual standards for the transition or character area within which the
16 project is located is required to promote the educational, cultural, economic and
17 general welfare of the community through the protection, enhancement and use of
18 the district structures, sites and objects significant to its history, architectural and
19 cultural values.

20
21 (1) Within the historic or conservation district, no historic structure shall be altered,
22 moved, or demolished without first obtaining a class A or class B development
23 permit from the town. Accompanying such approval to alter, move or demolish
24 any historic structure shall be an application for a class A or class B development
25 permit as required by code to authorize any proposed new development which
26 shall take the place of a moved or demolished historic structure. The issuance of
27 building permits for altering, moving, or demolishing a historic structure and the
28 construction of a replacement structure shall be issued concurrently and shall not

1 be issued separately. Moving a historic structure from its historic lot or parcel to
 2 another lot or parcel is prohibited.

3
 4 (2) In addition to the procedural requirements of this chapter, an application for
 5 alteration, demolition, or moving of a historic structure shall be accompanied by a
 6 cultural survey prepared by a qualified person when required by the town.
 7

8 ~~(3) Within the Main Street residential/commercial, south end residential, and South~~
 9 ~~Main Street character areas, a maximum of nine (9) units per acre of aboveground~~
 10 ~~density is recommended. In connection with projects that exceed the~~
 11 ~~recommended nine (9) units per acre and meet all of the design criteria outlined in~~
 12 ~~the character area design standards, points shall be assessed based on the~~
 13 ~~following table:~~
 14

<u>Aboveground Density</u> <u>(UPA)</u>	<u>Point Deductions</u>
-	-
9.01 - 9.50	-3
9.51 - 10.00	-6
10.01 - 10.50	-9
10.51 - 11.00	-12
11.01 - 11.50	-15
11.51 - 12.00	-18
12.01 or more	- See section 9-1-19-5A, "Policy 5 (Absolute) Architectural Compatibility", of this chapter

15 ~~(4) In connection with permit applications for projects within those character~~
 16 ~~areas of the historic district specified below which involve "preserving",~~
 17 ~~"restoring", or "rehabilitating" a "landmark structure", "contributing building", or~~
 18 ~~"contributing building with qualifications" (as those terms are defined in the~~
 19 ~~"Handbook Of Design Standards For The Historic And Conservation Districts"),~~
 20 ~~or "historic structure" or "landmark" as defined in this code, and in connection~~
 21 ~~with permit applications for projects within the North Main residential, north end~~
 22 ~~residential, and the east side residential character areas that exceed the~~
 23 ~~recommended nine (9) units per acre of aboveground density, points shall be~~
 24 ~~assessed based on the following table:~~

<u>Aboveground</u> <u>Density (UPA)</u>	<u>Point Deductions</u>
-	-

- ~~9.01 - 9.50~~ - ~~3~~
- ~~9.51 - 10.00~~ - ~~6~~
- ~~10.01 or more~~ - See section 9-1-19-5A, “Policy 5 (Absolute) Architectural Compatibility”, of this chapter

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9

Section 37-Section 41. Section A of Section 9-1-19-24R: “Policy 24 (Relative) Social Community,” of the Breckenridge Town Code are amended to read as follows:

A. Employee Housing: It is the policy of the town to encourage the provision of employee housing units in connection with commercial, industrial, and multi-unit residential developments to help alleviate employee housing impacts created by the proposed uses.

(1) Point Assessments: The following points shall be assessed in connection with all development permit applications for commercial, industrial and residential projects:

Points	Percentage Of Project Density In Employee Housing	Examples Of Square Footage Conversion Of Percentage From Second Column Size Of Project In Square Feet (Density) (Point awards for actual projects shall be calculated using the first 2 columns of this table)				
		**4,000	5,000	10,000	20,000	50,000
-10	0.0	n/a	0	0	0	
-9	0.01 - 0.5	n/a	n/a	n/a	n/a	*250
-8	0.51 - 1.0	n/a	n/a	n/a	n/a	400
-7	1.01 - 1.5	n/a	n/a	n/a	*250	600
-6	1.51 - 2.0	n/a	n/a	n/a	400	900
-5	2.01 - 2.5	n/a	n/a	*250	500	1,100
-4	2.51 - 3.0	n/a	n/a	300	600	1,400
-3	3.01 - 3.5	n/a	n/a	350	700	1,600
-2	3.51 - 4.0	n/a	n/a	400	800	1,900
-1	4.01 - 4.5	n/a	n/a	450	900	2,200
0	4.51 - 5.0	n/a	*250	500	1,000	2,400
1	5.01 - 5.5	n/a	275	550	1,100	2,700
2	5.51 - 6.0	*250	300	600	1,200	2,900
3	6.01 - 6.5	275	325	650	1,300	3,200

4	6.51 - 7.0		350	700	1,400	3,400
5	7.01 - 7.5	300	375	750	1,500	3,600
<u>10***</u>	<u>100</u>	<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>
6	7.51 - 8.0	-	400	800	1,600	3,900
7	8.01 - 8.5	350	425	850	1,700	4,200
8	8.51 - 9.0	-	450	900	1,800	4,400
9	9.01 - 9.5	375	475	950	1,900	4,600
10	9.51 - 10.0	400	500	1,000	2,000	4,900

1 * Minimum unit size permitted to qualify as employee housing is 250 square feet, therefore any unit less than 250
2 square feet is the equivalent of providing no employee housing for the purpose of earning positive or negative
3 points.

4 ** ~~All s~~Single-family and duplex residential; and all other projects less than 5,000 square feet in density shall not be
5 assessed negative points for the nonprovision of employee housing, but such projects may be awarded positive
6 points in accordance with the table set forth above.

7 ***** Development projects that are built with 100% of the units deed restricted for Employee Housing may**
8 **receive 10 positive points, provided they meet the following criteria:**

- 9 • **All units must meet the definition of Employee Housing.**
- 10 • **For sale projects must average 100% of the Area Median Income for Summit County, Colorado.**
- 11 • **For rent project must be rented at a rental rate affordable to 80% of the Area Median Income for**
12 **Summit County, Colorado.**
- 13 • **All deed restrictions must comply with the Town’s current deed restriction standards as set in the Town’s**
14 **Housing Guidelines.**

15 ~~Section 38.~~Section 42. Section D of Section 9-1-19-24R: “Policy 24 (Relative) Social
16 Community,” of the Breckenridge Town Code are amended to read as follows:

17

- 3 x D. Meeting And Conference Rooms Or Recreation And Leisure Amenities:
(0/+2) The provision of meeting and conference facilities or recreation and
leisure amenities, over and above that required in subsection A of **9-1-19**
24A ~~this section~~ is strongly encouraged. (These facilities, when provided
over and above that required in subsection A of ~~this section~~ **9-1-19 24A**,
shall not be assessed against the density and mass of a project when the
facilities are legally guaranteed to remain as meeting and conference
facilities or recreation and leisure amenities, and they do not equal more
than 200 percent of the area required under subsection A of ~~this section~~ **9-**
1-19 24 A.)

1
2 Section 39. Section 43. The first four paragraphs of Section E of Section 9-1-19-24R:
3 “Policy 24 (Relative) Social Community,” of the Breckenridge Town Code are amended to read
4 as follows:
5

3 x (- E. Conservation District: Within the conservation district, which contains the
5/+5) historic district, compatibility of a proposed project with the surrounding
area and the district as a whole is of the highest priority. Within this district,
the preservation and rehabilitation of any historic structure or any “town
designated landmark” or “federally designated landmark” on the site (as
defined in chapter 11 of this title) is the primary goal. Any action which is
in conflict with this primary goal or the “handbook of design standards” is
strongly discouraged, while the preservation of the town’s historic fiber and
compliance with the historic district design standards is strongly
encouraged. **Substantial compliance with the “handbook of design
standards” is expected.** ~~Applications concerning development adjacent to
Main Street are the most critical under this policy.~~

6 Additional on site preservation and restoration efforts beyond the
7 requirements of the historic district guidelines for historic structures
8 and sites as defined in chapter 11 of this title are strongly encouraged.
9

10 Positive points shall be awarded according to the following point
11 schedule for on site historic preservation, or restoration efforts, in
12 direct relation to the scope of the project, subject to approval by the
13 planning commission. Positive points may be awarded to both primary
14 structures and secondary structures. **Positive points are further
15 limited where historic structures are proposed to be moved, per
16 section F. below.**
17

18 A final point allocation shall be made by the planning commission
19 based on the historic significance of the structure, its visibility and
20 size. The construction of a structure or addition, or the failure to
21 remove noncontributing features of a historic structure may result in
22 the allocation of fewer positive points:

23 Section 40. Section 44. Section E (1) of Section 9-1-19-24R: “Policy 24 (Relative) Social
24 Community,” of the Breckenridge Town Code is amended to read as follows:

25 (1) Primary structures:

26 +1: On site historic preservation/restoration effort of minimal public benefit.

27 Examples⁴: Restoration of historic window and door openings, preservation of historic
28 roof materials, siding, windows, doors and architectural details.

1 +3: On site historic preservation/restoration effort of average public benefit.
2 Examples: Restoration of historic window and door openings, preservation of historic
3 roof materials, siding, windows, doors and architectural details, plus structural
4 stabilization and installation of a new foundation.

5 +6: On site historic preservation/restoration effort of above average public benefit.

6 Examples: Restoration/preservation efforts for windows, doors, roofs, siding,
7 foundation, architectural details, substantial permanent electrical, plumbing, and/or
8 mechanical system upgrades, plus structural stabilization and installation of a full
9 foundation which fall short of bringing the historic structure or site back to its
10 appearance at a particular moment in time within the town's period of significance by
11 reproducing a pure style. **Projects that involve moving historic primary structures**
12 **are not eligible for this +6 point assignment.**

13 Section 41-Section 45. Those portions of Section F of Section 9-1-19-24R: “Policy 24
14 (Relative) Social Community,” of the Breckenridge Town Code beginning with “F. Moving
15 Historic Structures, and ending with “Relocating a historic secondary structure to a site off the
16 original lot” are amended to read as follows:

17 F. Moving Historic Structures: A structure derives part of its historic significance
18 from its setting, which includes the property itself, associated landscaping, view
19 corridors, and other buildings. The manner in which a building relates to its site,
20 how it is oriented on the property and its view orientation are all aspects of the
21 building context that enrich our ability to understand the life ways that the historic
22 district conveys. Removing a building from its historic setting, relocating a
23 building on its historic site or altering its orientation diminishes our ability to
24 interpret the history of the district and its historic structures to the fullest extent
25 possible and therefore should be avoided. Instead, the preferred method is to
26 preserve historic buildings in their existing locations.

27
28 The degree to which historic structures are moved on their site, or moved to
29 another site, shall be considered in the allocation of negative points. Structures
30 that are moved off the property to another site shall receive the greatest number of
31 negative points. These moves alter the ability to interpret the history of a site and
32 the historic structure. Every effort shall be made to preserve historic structures in
33 their historic locations. When moving of structures is necessary, they shall be
34 relocated in a manner which preserves the original context of the site and
35 structure as much as possible. Structures shall not be moved any more than
36 necessary to achieve reasonable use of the land.

37
38 Changes that improve the ability to preserve any historic structure or to improve
39 public safety shall be considered in the allocation of points under this section. The
40 following is a guideline for the assignment of points for moving historic
41 structures. The final allocation of points shall be made by the planning

1 commission pursuant to section 9-1-17-3 of this chapter. Negative points may be
2 awarded to both primary and secondary structures.

3
4 No structure shall be moved unless the structure is also fully restored in its new
5 location with structural stabilization, a full foundation, repairs to siding, windows,
6 doors and architectural details, and roof repairs to provide water protection.

7 **Where a historic structure is moved and negative points are assigned for the**
8 **move under Section F. (1), then positive points for restoration work under**
9 **Section E. (1) shall only be awarded to the extent that the**
10 **restoration/preservation efforts exceed the requirements above (e.g.,**
11 **structural stabilization, a full foundation, repairs to siding, windows, doors**
12 **and architectural details, and roof repairs).**

13 (1) Moving Primary Structures:

14 0 points: Relocating of historic primary structures in order to bring them into
15 compliance with required codes and/or setbacks and for correcting property
16 encroachments, but keeping the structure on its original lot, and maintaining the
17 historic context of the structure and site.

18
19 - ~~3~~**10** points: Relocating of historic primary structures less than five feet (5') from
20 its current or original location, keeping the structure on its original site, and
21 maintaining the historic orientation and context of the structure and lot.

22
23 - ~~4~~**15** points: Relocating a historic primary structure between five feet (5') and
24 ten feet (10') from its current or original location, but keeping the structure on its
25 original lot and maintaining the historic orientation and context.

26
27 - ~~4~~**5** **20** points: Relocating a historic primary structure more than ten feet (10')
28 from its current or original location.

29 (2) Secondary Structures:

30 0 points: Relocating of historic secondary structures in order to bring them into
31 compliance with required codes and/or setbacks and for correcting property
32 encroachments, but keeping the structure on its original lot, and maintaining the
33 historic context of the structure and site.

34
35 - ~~4~~**3** points: Relocating a historic secondary structure less than five feet (5') from
36 its current or original location, keeping the structure on its original lot, and
37 maintaining the historic orientation and context of the structure and site.

38
39 - ~~2~~**5** points: Relocating a historic secondary structure between five feet (5') and
40 ten feet (10') from its current or original location, but keeping the structure on its
41 original lot and maintaining the historic orientation and context of the structure
42 and site.

1
2 - ~~310~~ points: Relocating a historic secondary structure more than ten feet (10')
3 from its current or original location, but keeping the structure on its original lot.

4
5 - 15 points: Relocating a historic secondary structure to a site off the original lot.

6 ~~Section 42.~~Section 46. Section 9-1-19-25R: "Policy 25 (Relative) Transit," of the
7 Breckenridge Town Code is amended to read as follows:

8 **9-1-19-25R: POLICY 25 (RELATIVE) TRANSIT:**

9
10
11 ~~4-2x~~ Nonauto Transit System: The inclusion of or the contribution to a permanent
12 (- nonauto transit system, designed to facilitate the movement of persons to and
13 ~~24/+24~~ from Breckenridge or within the town, is strongly encouraged. Nonauto
14 transit system elements include buses and bus stops, both public and private,
15 air service, trains, lifts, and lift access that have the primary purpose of
16 providing access from high density residential areas or major parking lots of
17 the town to the mountain, etc. Any development which interferes with the
18 community's ability to provide nonauto oriented transportation elements is
19 discouraged. Positive points shall be awarded under this policy only for the
20 inclusion of or the contribution to nonauto transit system elements which are
21 located on the applicant's property. **Higher point assignments will be**
22 **considered for transit systems available to the general public.**

23
24 ~~Section 43.~~Section 47. Section 9-1-19-26A: "Policy 26 (Absolute) Infrastructure," of the
25 Breckenridge Town Code is amended to read as follows:

26 **9-1-19-26A: POLICY 26 (ABSOLUTE) INFRASTRUCTURE:**

27 A. Streets And Roadways: All developments shall be served by adequately sized
28 and constructed public roadways.

(1) Public Streets And Roadways: Public streets and roadways which lie wholly
or substantially within a development and those which are adjacent to the
development shall be either constructed or brought into compliance with the street
development standards **and policies** of the town. This shall include the
installation of street lighting and street signs ~~to town standards~~, as well as the
repair of existing curb cuts that are no longer required, the installation of
sidewalks, and all other required improvements.

(2) Private Streets And Roadways: Private streets, roadways and driveways which
intersect or connect with public streets and roadways shall comply with the
provisions of the street development standards of the town.

(3) Right Of Way Rehabilitation: Whenever disturbed, rights of way along public
streets shall be rehabilitated and landscaped according to the provisions of the

1 town.

2 B. Water: All developments must connect to the municipal water system or to
3 another central water system which is approved by the town. The system utilized
4 must have ready reserves in order to meet the consumptive uses of treated water
5 and the fire flow requirements of the development without reducing the level of
6 service to existing customers.

7 C. Sanitary Sewer: All developments shall be served by adequately sized and
8 constructed sewer systems.

9 (1) Central System: All developments shall be served by a centralized sewer
10 system under an effective national pollution discharge elimination system. Septic
11 tanks, sanitary leach fields or filter fields, sewage lagoons, or other forms of
12 noncentralized sewage disposal are prohibited in all cases, except where a
13 centralized system cannot be provided. The town shall solely determine this issue,
14 with input from the ~~Breckenridge sanitation district~~ **Upper Blue Sanitation**
15 **District** and Summit County **Environmental Health Department**.

16 D. Costs: All costs associated with the development as required herein shall be the
17 responsibility of the applicant.

18
19 ~~Section 44.~~**Section 48.** Section B of Section 9-1-19-27A: “Policy 27 (Absolute)
20 Drainage,” of the Breckenridge Town Code is amended to read as follows:

21
22 B. Permits: Acquisition of any and all permits required by state and federal
23 authorities for work to be done within and/or adjacent to an established waterway
24 or drainage system is the sole responsibility of the applicant. A copy of these
25 permits shall be attached to the application for building or construction permit, **or**
26 **shall be submitted prior to the start of work when a building permit will not**
27 **be issued.**

28
29 ~~Section 45.~~**Section 49.** Section 9-1-19-27R: “Policy 27 (Relative) Drainage,” of the
30 Breckenridge Town Code is amended to read as follows:

31 **9-1-19-27R: POLICY 27 (RELATIVE) DRAINAGE:**

32
33 3 x Municipal Drainage System: All developments are encouraged to provide
(0/+2) drainage systems that exceed the minimum requirement of the town and, if
they so choose, to provide drainage improvements that are of general benefit
to the community as a whole and not solely required for the proposed
development.

34 **1 x** **Stormwater Detention Ponds: Where stormwater detention ponds are**
(- **included in developments, it shall be the goal to have aesthetically**

1/+1) **attractive detention ponds. The use of vegetation, including xeriscaping and native grass-lined ponds and swales is encouraged, provided they do not interfere with detention functions. Detention ponds which include minimal vegetation and large amounts of rocks, boulders, and unvegetated surfaces are discouraged.**

1
2 Section 46.Section 50. Section A of Section 9-1-19-28A: “Policy 28 (Absolute)
3 Utilities,” of the Breckenridge Town Code is amended to read as follows:
4

5 **9-1-19-28A: POLICY 28 (ABSOLUTE) UTILITIES:**
6

7 A. Underground Utilities: Within the area of the development and for any
8 extensions off site, all utility lines shall be placed underground. For renovations,
9 restorations and remodels that exceed thirty percent (30%) of the structure’s
10 estimated value prior to renovation, restoration or remodel, all utility lines on site
11 shall be placed underground. **An exception to this undergrounding**
12 **requirement is provided for transmission lines carrying voltage of 33 kv or**
13 **greater.**
14

15 Section 47.Section 51. Section D of Section 9-1-19-29A: “Policy 29 (Absolute)
16 Construction Activities,” of the Breckenridge Town Code are amended to read as follows:
17

18 **9-1-19-29A: POLICY 29 (ABSOLUTE) CONSTRUCTION ACTIVITIES:**
19

20 D. As Built Construction Drawings: As built construction drawings of all utility
21 installations which are located in municipally owned areas or in areas to be
22 dedicated to the town shall be submitted to the town **in both .pdf and .dwg**
23 **formats** prior to issuance of a certificate of occupancy by the town.
24

25 Section 48.Section 52. Section A of Section 9-1-19-30A of the Breckenridge Town Code
26 is amended to read as follows:

27 A. Number Of Wood Burning Appliances: The number of wood burning appliances that may be
28 installed in any project constructed or remodeled within the town is hereby limited to the
29 following:

30 (1) Single-family residential: One **Environmental Protection Agency (EPA) certified** wood
31 burning appliance per dwelling unit. No wood burning appliances shall be allowed in any
32 accessory apartments.

33 (2) Duplex and townhouse residential: One **EPA-certified** wood burning appliance per dwelling
34 unit; provided, that each unit has one thousand five hundred (1,500) square feet or more of
35 internal heated floor area. No wood burning appliances shall be allowed in units with less than
36 one thousand five hundred (1,500) square feet of internal heated floor area.

37 (3) Multi-unit residential: One **EPA-certified** wood burning appliance per floor located in a
38 lobby or common area containing greater than one thousand (1,000) square feet, with a maximum

1 of two (2) per individual building. No such wood burning appliances shall be allowed in dwelling
2 units.

3 (4) Restaurant or bar: One **EPA-certified** wood burning appliance per restaurant or bar, or
4 restaurant/bar combined.

5 ~~Section 49.~~**Section 53.** Section 9-1-19-30R: “Policy 30 (Relative) Air Quality,” of the
6 Breckenridge Town Code is deleted.

7
8 ~~Section 50.~~**Section 54.** Section 9-1-19-31A: “Policy 31 (Absolute) Water Quality,” of the
9 Breckenridge Town Code is amended to read as follows:

10
11 **9-1-19-31A: POLICY 31 (ABSOLUTE) WATER QUALITY:**

12
13 All drainage systems, grading, or earth disturbances shall be so designed and
14 maintained as not to increase turbidity, sediment yield, or the discharge of any
15 other harmful substances which will degrade the quality of water. All
16 developments shall comply with the requirements of the Breckenridge water
17 quality and sediment transport control ordinance. **The Town may require**
18 **ongoing water quality monitoring as a condition of development approval.**

19
20 ~~Section 51.~~**Section 55.** Section 9-1-19-32A: “Policy 32 (Absolute) Water
21 Conservation,” of the Breckenridge Town Code is deleted.

22
23 ~~Section 52.~~**Section 56.** Section 9-1-19-33R: “Policy 33 (Relative) Energy Conservation,”
24 of the Breckenridge Town Code is amended to read as follows:

25
26 **9-1-19-33R: POLICY 33 (RELATIVE) ENERGY CONSERVATION:**

27
28 The goal of this policy is to incentivize energy conservation and renewable energy
29 systems in new and existing development at a site plan level. This policy is not
30 applicable to an application for a master plan. This policy seeks to reduce the
31 community’s carbon footprint and energy usage and to help protect the public
32 health, safety and welfare of its citizens.

33
34 A. Residential Structure Three Stories Or Less: All new and existing residential
35 developments are strongly encouraged to have a home energy rating survey
36 (HERS)/**Energy Rating Index (ERI)** as part of the development permit review
37 process to determine potential energy saving methods and to reward
38 developments that reduce their energy use.

39
40 **For new construction, positive points will be awarded for the percentage of energy**
41 **use reduction of the new residential structure compared to the same building built**
42 **to the minimum standards of the Town’s most recently adopted International**
43 **Energy Conservation Code Residential Provisions. This shall mean, for an interim**
44 **period, that the percent energy use reduction shall be compared to a baseline 70**
45 **HERS/ERI score. Upon adoption by the Town of the 2018 International Energy**
46 **Conservation Code, the percent energy use reduction shall be compared to the**

baseline ERI score required as established in the Code. As subsequent International Energy Conservation Codes are adopted by the Town, the percent energy use reduction shall be compared to the baseline ERI score required established in that Code.

For existing residential development, including ~~minor~~ additions ~~(10 percent or less)~~, positive points will be awarded for the percentage of energy saved beyond the energy consumption analysis of the existing structure(s) as compared to the energy consumption of the proposed structure remodel improvement in the HERS index when comparing the HERS index of the existing structure to the HERS index of the proposed structure with improvements. (Example: The percentage shall be calculated as follows: If the existing structure has a HERS index of 120, and has a HERS index of 70 as a result of the improvements proposed in the development permit application, there is a 41 percent improvement in the HERS index over the existing conditions (120-70=50; 50/120=0.41). Such improvement warrants an award of positive three (+3) points.).

Positive points will be awarded according to the following point schedule for new construction ~~(prior to xx, 2018)~~:

<u>Points</u>	<u>New Residential HERS Index</u>	<u>Existing Residential (Prior To August 14, 2012); Percentage (%) Improvement Beyond Existing HERS Index New Structures; Percent Energy Saved Beyond Adopted Residential Energy Code Standard¹</u>
+1	Obtaining a HERS index	Obtaining a HERS <u>or ERI</u> index
+2	61-80	6110-80-2029 <u>20% - 39%</u> %
+3	41-60	4130-60-4049 <u>40% - 59%</u>
+4	21-40	2150-40-6069 <u>60% - 79%</u>
+5	1-20	1-20-680 <u>780 - 99%</u>
+6	0	01100+ <u>100%+</u>

¹International Energy Conservation Code (IECC) Residential Provisions.

<u>Points</u>	<u>New Residential HERS Index</u>	<u>Existing Residential (Prior To August 14, 2012); Percentage (%) Improvement Beyond Existing HERS Index</u>
- - -	-	-

Inserted

+	1	Obtaining a HERS index	Obtaining a HERS index
+	2	61-80	10-29%
+	3	41-60	30-49%
+	4	21-40	50-69%
+	5	1-20	70-99%
+	6	0	110+%

Positive points will be awarded according to the following point schedule for structures that existed on (prior to ~~xx, 2018~~ February 12, 2019) which undergo major exterior remodel/remodels and/or minor additions (additions of 10 percent or less):

<u>Points</u>	<u>Existing Residential (Prior To xxxx, 2018 February 12, 2019); Percentage (%) Improvement Beyond Existing HERS/ERI Index²</u>
+1	Obtaining a HERS/ <u>ERI</u> index
+2	10 <u>20</u> - 29 <u>39</u> %
+3	30 <u>40</u> - 49 <u>59</u> %
+4	50 <u>60</u> - 69 <u>79</u> %
+5	70 <u>80</u> - 99%
+6	100+%

² Existing HERS Index shall be for the structure prior to any modifications. Where an existing HERS/ERI score exceeds ~~150,125~~, a maximum score of ~~150~~125 shall be assigned to the existing structure as a baseline to compare energy improvements to.

B. Commercial, Lodging And Multi-Family In Excess Of Three Stories In Height: New and existing commercial, lodging, and multi-family developments are strongly encouraged to take advantage of the positive points that are available under this policy by achieving demonstrable and quantifiable energy use reduction within the development. For new construction, positive points will be awarded for the percentage of energy use reduction of the performance building when compared to the same building built to the minimum standards of the adopted IECC. The percentage of energy use saved shall be expressed as MBh (thousand BTUs/hour).

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For modifications to existing buildings including additions, positive points will be awarded for the percentage of energy saved beyond the energy consumption analysis of the existing structure(s) compared to the energy consumption of the proposed structure remodel. Points shall be awarded in accordance with the following point schedule:

	<u>Points</u>	<u>New Structures; Percent Energy Saved Beyond The IECC Minimum Standards</u>	<u>Existing Structures (Prior To August 14, 2012); Percent Improvement Beyond Existing Energy Consumption</u>
	+1	10% - 19%	10% - 19%
	+3 <u>2</u>	20% - 29%	20% - 29%
	+4 <u>3</u>	30% - 39%	30% - 39%
	+5 <u>4</u>	40% - 49%	40% - 49%
	+6 <u>5</u>	50% - 59%	50% - 59%
	+7 <u>6</u>	60% - 69%	60% - 69%
	+8 <u>7</u>	70% - 79%	70% - 79%
	+9 <u>8</u>	80%+	80%+

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Positive points will be awarded only if an energy analysis has been prepared by a registered design professional as required by subsection E of this section, using an approved simulation tool in accordance with simulated performance alternative provisions of the town's adopted energy code.

C. Excessive Energy Usage: Developments with excessive energy components are discouraged. ~~However, if the planning commission determines that any of the following design features are required for the health, safety and welfare of the general public, then no negative points shall be assessed.~~ To encourage energy conservation, the following point schedule shall be utilized to evaluate how well a proposal meets this policy:

<u>Point Range</u>	<u>Design Feature:</u>
1x(-3/0)	Heated driveway, sidewalk, plaza, etc.
1x(-1/0)	Outdoor commercial or common space residential gas fireplace (per gas fireplace)

	1x(-1/0)	<u>Large outdoor water features (per feature)</u>
<u>0</u>		<u>If the planning commission determines that any of the following design features are required for the health, safety and welfare of the general public (e.g., heated sidewalk in a high traffic pedestrian area), then no negative points shall be assessed.</u>
<u>-1</u>		<u>1-500 square feet heated driveway, sidewalk, plaza, etc.</u>
<u>-2</u>		<u>501-999 square feet heated driveway, sidewalk, plaza, etc.</u>
<u>-3</u>		<u>1,000+ square feet heated driveway, sidewalk, plaza, etc.</u>
<u>1x(-1/0)</u>		<u>Outdoor commercial or common space residential gas fireplace (per gas fireplace)</u>
<u>0</u>		<u>Water features powered completely by a renewable energy source (e.g., solar, wind).</u>
<u>-1</u>		<u>Water features powered by conventional energy sources utilizing less than 4,000 watts or less than five (5) horsepower.</u>
<u>-2</u>		<u>Large outdoor water features (per feature) powered by conventional energy sources utilizing over 4,000 watts or five (5) horsepower motor or greater.</u>

1 D. Other Design Features:

2 1x(-2/+2) Other design features determined by the planning commission to
 3 conserve significant amounts of energy may be considered for positive points.
 4 Alternatively, other features that use excessive amounts of energy may be
 5 assigned negative points. However, positive points may not be assessed under
 6 this Section D. if the project has incurred positive points under A or B above,
 7 with the exception of (1) below.

8 (1) 1x(+1) One positive point may be awarded for new construction that
 9 has been built solar and electric vehicle ready. In order to qualify as
 10 “Solar and Electric Vehicle Ready”, the following must be provided:

- 11
- 12 a. Design of roof shall allow for a minimum of 30% designated area for
 13 PV (no obstructions or shading)
- 14 b. Locate and provide space for future required electrical equipment
 15 (inverter and meter)
- 16 c. Install conduit from roof to future electrical equipment locations
- 17 d. Main electrical panel shall have space for future solar
- 18 e. Structural live and dead loads included in roof design (only required

1 for existing buildings)
2 f. A 240v outlet (or higher voltage) is provided in each garage bay to
3 allow for charging of electric vehicles. For commercial and multi-
4 f-family projects, one 240v outlet is provided for each 10 parking
5 spaces.

6 E. General Provisions:

7 (1) A projected analysis shall be submitted at the time of development permit
8 application **if positive points are requested** as well as submittal of a confirmed
9 analysis prior to the issuance of a certificate of occupancy or certificate of
10 completion. A HERS/ERI analysis shall be performed by a certified HERS/ERI
11 rater. An analysis of energy saved beyond the IECC shall be performed by a **the**
12 licensed Colorado engineer **of record for the project.**

13 (2) No development approved with required positive points under this policy
14 shall be modified to reduce the HERS/ERI index, percentage of improvement, or
15 percentage of energy savings above the IECC standards in connection with the
16 issuance of such development permit. (“Required positive points” means those
17 points that were necessary for the project to be approved with a passing point
18 analysis.)

19 (3) Prior to the issuance of a certificate of occupancy each development for which
20 positive points are awarded under this policy shall submit a letter of certification
21 showing compliance with the projected energy rating or percentage of energy
22 savings in comparison to the IECC. The required confirmed certification for a
23 residential development three (3) stories or less in height shall be submitted by a
24 certified HERS/ERI rater. The required confirmed certification for a residential
25 development taller than three (3) stories, and for all commercial development,
26 shall be submitted by a licensed Colorado engineer and accompanied by balance
27 and commissioning reports.

28 ~~F. Sliding Scale Examples: Examples set forth in this policy are for purpose of~~
29 ~~illustration only, and are not binding upon the planning commission. The ultimate~~
30 ~~allocation of points shall be made by the planning commission pursuant to section~~
31 ~~9-1-17.3 of this chapter.~~

32 ~~(1) Heated Outdoor Spaces 1x(0/3):~~

33 ~~a. Zero points: For public safety concerns on public or private property such as~~
34 ~~high pedestrian traffic areas or small areas on private property which are part of a~~
35 ~~generally well-designed plan that takes advantage of southern exposure and/or~~
36 ~~specific site features.~~

37 ~~b. Negative points: Assessed based on the specific application of heated area. (For~~
38 ~~example, a heated driveway of a single family home compared to a driveway~~

1 apron only; a heated patio). The points warranted are dependent on the specific
2 project layout such as safety concerns, amount of heated area, design issues such
3 as north or south facing outdoor living spaces, etc.

4 ~~(2) Water Features 1x(0/ 1):~~

5 ~~a. Zero points: No water feature or features powered by an alternative energy~~
6 ~~source or feature utilizing less than four thousand (4,000) watts or less than five~~
7 ~~(5) horsepower.~~

8 ~~b. Negative points: Based on the amount of energy (watts) utilized for the feature~~
9 ~~(large features of 4,000 watts or more, or 5 horsepower motor or greater). (Ord.~~
10 ~~27, Series 2012)~~

11
12 ~~Section 53.~~ Section 57. Section 9-1-19-34A: “Policy 34 (Absolute) Hazardous
13 Conditions,” of the Breckenridge Town Code is amended to read as follows:
14

15 **9-1-19-34A: POLICY 34 (ABSOLUTE) HAZARDOUS CONDITIONS:**

16
17 A. Geologic Hazard Potential: Geologic hazards shall include, but not be limited
18 to, avalanches, landslides, rockfalls, mudflows, debris fans, unstable or potentially
19 unstable slopes, ground subsidence, faulting, expansive soil or rock, Pierre Shale,
20 and mining related modifications or other manmade modifications of the natural
21 geology which may pose some geologic hazard. ~~A preliminary indication of some~~
22 ~~but not all such hazards is shown on the map of geologic hazards.~~

23
24 No development shall occur in any area of, or affected by, a geologic hazard
25 unless mitigated to the satisfaction of the town. Proof of mitigation may require
26 reports as specified by the town.
27

28 B. Erosion Hazard Potential: No sediment should leave the property boundary of
29 a development site and be transported onto adjacent properties or right-of-ways.
30 Erosion control measures shall be installed where required by the town through
31 the Breckenridge water quality and sediment transport control ordinance.
32

33 ~~C. Wildfire Hazard Potential: A wildfire plan shall be prepared and implemented~~
34 ~~for all areas designated with a “severe” wildfire rating and for all vegetated areas~~
35 ~~designated with a “hazard intensified due to slope” rating on the map of wildfire~~
36 ~~hazard and for all vegetated areas in excess of thirty percent (30%) slope. Such~~
37 ~~plans shall address wildfire prevention, mitigation, and control, and shall further~~
38 ~~incorporate the recommendations contained within “Wildfire Hazards; Guidelines~~
39 ~~For Their Prevention In Subdivisions And Developments”, prepared by Colorado~~
40 ~~state forest service.~~

41
42 ~~D.~~ Flood Danger To Life Or Property: No development shall increase danger to
43 life or property from flood hazard within the town. This shall include, but not be
44 limited to, prohibition of actions which might increase the size of the floodway,

1 reduce flood channel capacity, constrict the size or flow of the flood channel,
2 create a significant backflow condition, increase the potential for debris in the
3 floodway, or increase the volume or velocity of floodwaters.
4

5 ED. Floodplains: For all areas located within the special flood hazard areas as
6 delineated on the flood boundary floodway map, the flood insurance rate maps
7 and the flood insurance study, a plan of on site flood prevention, control and
8 hazard mitigation shall be prepared and implemented according to the provisions
9 of the Breckenridge flood damage prevention ordinance.
10

11 ~~Section 54.~~Section 58. Section A of Section 9-1-19-35A: “Policy 35 (Absolute)
12 Subdivision,” of the Breckenridge Town Code is amended to read as follows:
13

14 A. All subdivisions shall comply with the Breckenridge subdivision ordinance
15 **Chapter 9-2 and applicable master plans.**
16

17 ~~Section 55.~~Section 59. Section C of Section 9-1-19-36A: “Policy 6 (Absolute) Temporary
18 Structures,” of the Breckenridge Town Code is amended by the addition of a new subsection (5)
19 which shall read as follows:
20

21 **(5) If a permit for a temporary structure is requested to be renewed, it may**
22 **be approved subject to all other relevant development code policies, such as**
23 **Policy 5A and 5R. This provision shall not apply to temporary tents and**
24 **Seasonal Noncommercial Greenhouses.**
25

26 ~~Section 56.~~Section 60. The definition of “Riverwalk” in subsection A1 of Section 9-1-19-
27 37A: “Policy 37 (Absolute) Special Areas,” of the Breckenridge Town Code is amended to read
28 as follows:
29

30 RIVERWALK: The area bounded by ~~French Street~~ **Ski Hill Road** on the north,
31 South Park Avenue on the south, Main Street on the east and the easterly bank of
32 the Blue River on the west where the town has constructed or intends to construct
33 public improvements in order to make the area more attractive for use by the
34 residents of, and visitors to the town.
35

36 ~~Section 57.~~Section 61. Sections B and G of Section 9-1-19-38.5: “Policy 38.5 (Absolute)
37 Home Childcare Business,” of the Breckenridge Town Code are amended to read as follows:
38

39 B. Application: An application for a development permit to operate a home
40 childcare business shall be filed and processed pursuant to section 9-1-18-2 of this
41 chapter. ~~Notwithstanding any fee schedule adopted pursuant to section 9-10-4 of~~
42 ~~this title, the fee for such application shall be~~ **based on the fee for a Class D**
43 **minor development application, as set in the Department’s fee schedule.**
44 ~~twenty five dollars (\$25.00).~~

45 G. Term Of Permit: ~~The initial term of the development permit for the operation of a~~

1 home childcare business shall be twelve (12) months, and may be renewed for
2 like terms. **A permit for the operation of a home childcare business remains**
3 **valid as long as the same business owner runs the childcare business in the**
4 **same location, and provided all other sections of this code are complied with.**
5 **If the childcare business changes ownership or location, than the permit must**
6 **be renewed and the process for renewal of permit under Section H. below**
7 **must be adhered to.**

8 ~~Section 58.~~Section 62. Section 9-1-19-40A: “Policy 40 (Absolute) Chalet Houses,” of the
9 Breckenridge Town Code is deleted.

10
11 ~~Section 59.~~Section 63. Section 9-1-19-42A: “Policy 42 (Absolute) Exterior
12 Loudspeakers,” of the Breckenridge Town Code is amended to read as follows:

13
14 **9-1-19-42A: POLICY 42 (ABSOLUTE) EXTERIOR LOUDSPEAKERS:**

15
16 A development permit to place an ~~e~~Exterior loudspeakers may only be issued for
17 **allowed in seating areas associated with** the deck or patio area of a restaurant or
18 liquor licensed establishment, **and are not allowed on front porches or**
19 **entranceways.** Permitted ~~e~~Exterior loudspeakers shall be located on a site so as
20 to minimize the visibility of such speakers, and shall be affixed in such a manner
21 as to reduce noise intrusion on adjacent properties **and to adhere to the**
22 **requirements of the Town’s Noise Ordinance (Title 5, Chapter 8 of this**
23 **Code).** Permitted ~~e~~Exterior loudspeakers shall not be used for the purpose of
24 attracting attention to the restaurant or liquor licensed establishment where they
25 are located.

26
27 ~~Section 60.~~Section 64. Section 9-1-19-43A: “Policy 43 (Absolute) Public Art,” of the
28 Breckenridge Town Code is amended to read as follows:

29
30 **9-1-19-43A: POLICY 43 (ABSOLUTE) PUBLIC ART:**

31 A. An application for a Class C or Class D minor development permit for the
32 placement of public art shall be reviewed only for site function suitability, and not
33 for content of the public art or aesthetics. The **Public Art Advisory Committee**
34 **of Breckenridge Creative Arts** shall not review such applications, **except for**
35 **murals described under C.7. below.** unless specifically requested to do so by the
36 Planning Commission.

37 B. Notwithstanding anything contained in this Code to the contrary, murals are
38 prohibited within the Conservation District; provided, however, a mural may be
39 displayed in the Conservation District pursuant to a permit issued under title 4,
40 chapter 3 of this Code.

41 **C. Notwithstanding Section A. above, a mural may be permitted on**
42 **commercial properties outside the Conservation District through a Class C**
43 **development permit, subject to the following:**

1 (1) A mural may only be placed on one façade of a building and that
2 façade may not directly face a street front (e.g., may not be located on a
3 building elevation parallel to the street).

4 (2) A mural may only occupy 50 percent of a building façade, or 200
5 square feet, whichever is less.

6 (3) A mural may be considered for placement on the side of tunnel walls,
7 retaining walls, and utility boxes.

8 (4) A mural may not advertise products or services provided within the
9 building the mural is affixed to. Such advertisement shall be considered
10 signage and shall be subject to the provisions of the Town’s Sign Code (Title
11 8, Chapter 2 of the Town Code).

12 (5) A mural may not be placed on a residential property.

13 (6) Any lighting used to illuminate murals must adhere to the Town’s
14 Exterior Lighting Regulations (Title 9, Chapter 12 of the Town Code).

15 (7) All applications for murals shall be referred to the Town’s Public Art
16 Advisory Committee of Breckenridge Creative Arts for its review and comments.
17 The Public Art Advisory Committee of Breckenridge Creative Arts shall review the
18 mural at a meeting and shall make a recommendation as to whether the application
19 should be approved, approved with modifications, or denied. In its review of a
20 mural application, the Public Art Advisory Committee of Breckenridge Creative
21 Arts shall consider the Site and Artwork Selection Criteria included in the
22 Breckenridge Public Art Program Master Plan and Policy. The applicant shall
23 provide the following information for the review of the Planning Commission and
24 the Public Art Advisory Committee of Breckenridge Creative Arts:

25 a. A rendering of the proposed mural, including a site plan and building
26 elevations so the location and scale can clearly be understood;

27 b. A complete list of the brand of paints to be used and the specifications
28 of materials to be used;

29 c. If a protective coating is applied to the finished work, identify the type
30 of coating to be used;

31 d. A description of the responsible party for maintaining the artwork to
32 address potential damage, vandalism, or weathering; and

33 e. Lighting plans if lighting is proposed.

34 The recommendations of the Public Art Advisory Committee of

1 Breckenridge Creative Arts shall be forwarded to the Planning Commission
2 for their consideration. The Planning Commission may rely on the
3 recommendations in making its final determination on a mural application.

4 The Public Art Advisory Committee of Breckenridge Creative Arts shall not review
5 any proposed mural which, in the determination of the Director, contains
6 noncommercial speech protected by the First Amendment to the United States
7 Constitution or Article 2, Section 10 of the Colorado Constitution.

8 If an application for a mural is approved, the applicant shall enter into an
9 agreement, with terms acceptable to the Town, guaranteeing the maintenance of the
10 artwork and identifying a process for de-accessioning the mural. At the discretion
11 of the Planning Commission and the Public Art Advisory Committee of
12 Breckenridge Creative Arts, the Planning Commission may place a limitation on the
13 length of time the mural may be displayed.

14 ~~Section 61.~~Section 65. The introductory paragraph of Section 9-1-19-44A: “Policy 44
15 (Absolute) Radio Broadcasts,” of the Breckenridge Town Code is amended to read as follows:

16
17 A CLASS D DEVELOPMENT PERMIT shall be obtained to authorize a radio broadcast.
18 Such application may be combined with ~~a class D minor development permit~~
19 ~~application for a banner and/or~~ a class D minor development permit application
20 for a temporary structure. An application for a development permit to authorize a
21 radio broadcast shall be subject to the following:

22
23 ~~Section 62.~~Section 66. Section 9-1-19-45A: “Policy 35 (Absolute) Special Commercial
24 Events,” of the Breckenridge Town Code is deleted.

25
26 ~~Section 63.~~Section 67. Section 9-1-19-47A: “Policy 47 (Absolute) Fences, Gates and
27 Gateway Entrance Monuments,” of the Breckenridge Town Code is amended to read as follows:

28
29 **9-1-19-47A: POLICY 47 (ABSOLUTE) FENCES, GATES AND GATEWAY**
30 **ENTRANCE MONUMENTS:**

31
32 A. General Statement: The welfare of the town is based to a great extent on the
33 character of the community, which includes natural terrain, open spaces, wildlife
34 corridors and wooded hillsides. The installation of fences and privacy gates in
35 residential areas can erode this character by impeding views, hindering wildlife
36 movement and creating the image of a closed, unwelcoming community. It is the
37 intent of the town to prohibit fences in most situations in areas outside of the
38 conservation district in order to: maintain the open, natural and wooded alpine
39 character of the community; establish mandatory requirements for the erection of
40 allowed fences in other parts of the town; allow for fences on small lots in master
41 planned communities; regulate the design of gateway entrance monuments; and
42 prohibit privacy gates anywhere within the town.
43

1 B. Within The Conservation District: Fences within the conservation district shall
2 be reviewed under the criteria of the “Handbook Of Design Standards For The
3 Historic And Conservation District”. Where fences are required by law and the
4 proposed fence design does not meet the handbook of design standards, the
5 planning commission may approve an alternate design if all of the following
6 required criteria are met: 1) the project as a whole is in substantial compliance
7 with the “Handbook Of Design Standards For The Historic And Conservation
8 Districts”; 2) the alternate fence design does not have a significant negative
9 aesthetic impact on the development and it complies as much as feasible with the
10 handbook of design standards; 3) a fence design that meets the “Handbook Of
11 Design Standards For The Historic And Conservation Districts” could not meet
12 the design required by law.

13
14 C. Outside The Conservation District: Fences and landscape walls are prohibited
15 outside the conservation district, except the following fences and landscape walls
16 are permitted when constructed in accordance with the design standards described
17 in subsection D of this section:

- 18 (1) Pet fences;
- 19 (2) Fences around children’s play areas;
- 20 (3) Fences around ball fields, tennis courts, swimming pools, ski lifts or other
21 outdoor recreation areas;
- 22 (4) Construction fences;
- 23 (5) Temporary fences used for crowd control or to limit access or egress to or
24 from a short term special event;
- 25 (6) Fencing required by law;
- 26 (7) Privacy fencing to screen hot tubs;
- 27 (8) Fencing around cemeteries;
- 28 (9) Fences specifically authorized in a vested master plan containing specific
29 fence design standards;
- 30 (10) Town fences to delineate public trails or protect open space values;
- 31 (11) Fencing at public improvement projects proposed by the town;
- 32 (12) Private fences to delineate the boundary between private land and a public
33 trail or public open space, as but only if authorized by **D. (17) below** a variance
34 granted pursuant to subsection K of this section;
- 35 (13) Fencing at parking lots to protect pedestrians and designate crosswalks;
- 36 (14) Fencing at self-storage warehouses; and
- 37 (15) Fences installed by utility companies around utility equipment.

- 38 **(16) Landscape walls within disturbance envelopes.**
- 39 **(17) Fencing to screen outside storage associated with commercial businesses**

40
41 D. Design Standards ~~For Fences~~: All fencing and landscape walls outside the
42 conservation district shall comply with the following design standards:
43 (1) Fences in residential areas shall be constructed of natural materials, and may
44 be either a split rail, buck and rail, or log fence design because such designs have
45 a natural appearance, blend well into the natural terrain, and have an open
46 character. Fences of other materials or designs are prohibited. (Exception: Where

1 an applicant can demonstrate to the satisfaction of the town that an alternative
2 material would be architecturally compatible with the surrounding neighborhood,
3 the director may authorize such materials.) Fences in residential areas shall have a
4 maximum solid to void ratio of one to three (1:3) (example: 1 inch of solid
5 material for every 3 inches of opening). Solid privacy fences are prohibited,
6 except for short lengths of fencing used to screen hot tubs, if they comply with
7 subsection D(9) of this section.

8 (2) PVC, vinyl and plastic fences are prohibited. Rough sawn timbers or natural
9 logs are preferred.

10 (3) Pet fences shall be located in a rear or side yard or where the fence is not
11 visible from a public right of way. Pet fences shall be located to minimize their
12 visibility to the greatest extent possible, which in most instances will require the
13 fence to be located behind or to the side of a structure. Pet fences may incorporate
14 a wire mesh material to control pets. The wire mesh may be installed vertically on
15 the fence, or may extend horizontally over the top of the enclosed pet area, or
16 both. The maximum area of a fenced pet enclosure shall be four hundred (400)
17 square feet. Pet fences are limited to fifty four inches (54") in height, and shall
18 have a maximum solid to void ratio of one to three (1:3).

19 (4) Fences around children's play areas shall be located in a rear or side yard
20 where possible, or where the fence is not visible from a public right of way, which
21 in most instances will require the fence to be located behind or to the side of a
22 structure. The fence may incorporate a wire mesh material to enclose the yard.
23 The maximum area of a fenced children's play area on private property shall be
24 four hundred (400) square feet. Fences around children's play areas are limited to
25 fifty four inches (54") in height, and shall have a maximum solid to void ratio of
26 one to three (1:3). Fencing at state licensed childcare centers may exceed four
27 hundred (400) square feet if required by their state license.

28 (5) Fences around ball fields, tennis courts, or other outdoor recreation areas shall
29 use black or dark green coated chainlink fencing, steel or aluminum, or wood.
30 Uncoated or galvanized chainlink fencing is prohibited. This standard applies to
31 fencing of both public and private recreation areas. Wind privacy screens may be
32 incorporated into the fence.

33 (6) Fences at outdoor swimming pools shall be constructed of steel or aluminum
34 tubing or wood, and may include a tempered glass windscreen. Chainlink fencing
35 is prohibited. The use of acrylic glass or plexiglas is prohibited, except at access
36 control points in an amount sufficient to prevent unauthorized users from reaching
37 inward to unlock or open gates.

38 (7) Fencing at ski lifts and gondolas may be used to protect pedestrians and skiers
39 from overhead lifts and mechanical equipment, or to delineate passenger loading
40 zones. Such fencing may be constructed of natural materials, such as split rail
41 wood, or steel or aluminum. Chainlink and plastic or PVC fencing is prohibited.
42 Safety fencing and netting on ski runs is allowed and may be constructed of
43 plastic, high density polyethylene or similar materials.

44 (8) Construction fencing may be constructed of plastic, chainlink, wood or other
45 material, as approved by the town. Wind and/or privacy screens may be
46 incorporated into the construction fence. Temporary construction fencing shall be

1 removed upon completion of the project or upon issuance of a certificate of
2 occupancy or certificate of compliance, where applicable. Construction fencing
3 shall be maintained in good condition by the general contractor during its use.
4 (9) Privacy fences around hot tubs and spas shall not exceed six feet (6') in height
5 and shall not exceed fifteen feet (15') in total length. Such fences shall be
6 architecturally compatible with the adjacent buildings. Where a fence around a
7 hot tub or spa is highly visible, landscaping may be required to soften the visual
8 impact of the fence.

9 (10) Fencing around cemeteries is exempt from this policy. The design of
10 cemetery fencing is encouraged to emulate historic fencing from local cemeteries
11 and follow the fence policy in the "Handbook Of Design Standards For The
12 Historic And Conservation Districts". Historically fences were generally
13 constructed of wrought iron, cast iron, or wood pickets, and were generally about
14 three feet (3') tall.

15 (11) Fences approved by the town to delineate public trails or protect open spaces
16 shall be constructed of natural materials, and shall be either a split rail, buck and
17 rail, or log fence design because such designs have a natural appearance, blend
18 well into the natural terrain, and have an open character. These fences should be
19 designed to accommodate wildlife, and may be substantially different from fences
20 on residential or commercial properties, due to the unique needs and goals of
21 public trails and open spaces.

22 (12) Fences in parking lots may be allowed when necessary to delineate
23 pedestrian areas from parking and circulation areas, and to designate drive aisles.
24 The design of fences in parking lots shall reflect the surrounding character of the
25 neighborhood. Within the conservation district, fences shall reflect the character
26 of historic fences. Outside the conservation district natural materials and greater
27 openings between rails shall be used to reflect the more open and natural
28 character of the neighborhood. In most cases, split rail fences will be most
29 appropriate.

30 (13) Fences at self-storage warehouses and for commercial outdoor storage shall
31 not exceed six feet (6') in height, and shall be designed to allow visibility through
32 the fence. Such fences shall be designed with a maximum solid to void ratio of
33 one to three (1:3), shall be constructed of steel, aluminum or wood, and may be
34 painted. Chainlink fencing is prohibited. Self-storage warehouses may incorporate
35 a gate to control access to the site, notwithstanding subsection H of this section.

36 (14) Fencing around utility equipment shall not exceed six feet (6') tall. Such
37 fencing may be constructed of chainlink, metal, or wood.

38 (15) Where natural materials are required by this policy, and where an applicant
39 can demonstrate to the satisfaction of the town that an alternative material
40 including, but not limited to, recycled materials, would be indistinguishable from
41 natural materials, or where other materials or designs are required by law, the
42 town may authorize such materials or designs.

43 **(16) Landscape walls shall not exceed three feet in height or 20 feet in length**
44 **and shall be constructed of natural materials such as wood or stone.**

45 **(17) The Director may authorize the erection of a private fence to delineate**
46 **the boundary between private land and a public trail or public open space**

1 **through a Class D minor permit and only upon the finding that the applicant**
2 **has satisfactorily demonstrated that the fence is needed in order to reduce**
3 **public confusion as to the location of the boundary between the applicant's**
4 **land and the public trail or public open space.**
5

6 E. Site Plan; Survey: A site plan showing the location of existing structures,
7 property lines, and the location of the proposed fence may be required by the
8 director as part of the submittal requirements for a fence. A survey from a
9 Colorado licensed surveyor may also be required by the director to verify property
10 lines and easements.

11
12 F. Architectural Specifications: Architectural elevations showing the design,
13 material, color, and size of the proposed fence may be required by the director as
14 part of the submittal requirements for a fence.

15
16 G. Fences On Easements: If a fence crosses an easement, the fence shall not
17 interfere with the use of the easement.

18
19 H. Privacy Gates: Privacy gates are prohibited anywhere within the town.
20

21 I. Vested Master Plan: This policy shall not apply to any fence to be constructed
22 upon land that is subject to a vested master plan containing specific fence design
23 standards and criteria. The construction of such fence shall be governed by the
24 applicable design standards and criteria contained in the master plan.
25

26 J. Gateway Entrance Monuments: Gateway entrance monuments within the
27 conservation district are prohibited. Outside the conservation district, gateway
28 entrance monuments may be allowed only when they meet the following criteria:

29 (1) Gateway entrance monuments shall be permitted only for residential
30 subdivisions of five (5) or more lots, and for hotels and condominiums located
31 outside of the conservation district. Such gateway entrance monuments shall not
32 exceed eight feet (8') in height, and shall not exceed twenty feet (20') in length.
33 One monument is allowed to each side of the road or driveway at the entrance to
34 the subdivision, with up to two (2) monuments total at each vehicular entrance to
35 the subdivision. Entry monuments shall not be constructed in the public right of
36 way. Such entrance monuments shall be constructed of natural materials, such as
37 stone and/or wood, and may incorporate the subdivision entrance sign, under a
38 separate permit. Gateway entrance monuments shall not incorporate an arch or
39 other structure over the road. Privacy gates shall not be incorporated into the
40 gateway entrance monument.

41 (2) Gateway entrance monuments at private residences shall not exceed five feet
42 (5') in height, and shall not exceed a footprint of ten (10) square feet in ground
43 area. One monument is allowed, and may be located on either side of the
44 driveway at the entrance to the property. Entry monuments shall not be
45 constructed in the public right of way. Such entrance monuments shall be
46 constructed of the same materials that are installed on the private residence, and

1 may incorporate the residence name or street address and light fixtures. Gateway
2 entrance monuments shall not incorporate an arch or other structure over the road.
3 Privacy gates shall not be incorporated into the gateway entrance monument.
4

5 ~~K. Variance: The planning commission or town council may authorize the~~
6 ~~erection of a private fence to delineate the boundary between private land and a~~
7 ~~public trail or public open space by granting a variance from the limitations of this~~
8 ~~policy. A variance shall be granted under this subsection only upon the written~~
9 ~~request of the applicant, and a finding that the applicant has satisfactorily~~
10 ~~demonstrated that: 1) the fence is needed in order to reduce public confusion as to~~
11 ~~the location of the boundary between the applicant's land and the public trail or~~
12 ~~public open space; 2) the applicant's inability to erect the fence would present a~~
13 ~~hardship; and 3) the purposes of this policy will be adequately served by the~~
14 ~~granting of the variance. No variance shall have the effect of nullifying the intent~~
15 ~~and purpose of this policy. Subsection 9-1-11D of this chapter is not applicable to~~
16 ~~the granting of a variance to erect a private fence to delineate the boundary~~
17 ~~between private land and a public trail under this section. (Ord. 20, Series 2011)~~
18

19 ~~Section 64.~~Section 68. Section D of Section 9-1-19-49A: "Policy 49 (Absolute) Vendor
20 Carts," of the Breckenridge Town Code is amended to read as follows:
21

22 D. Duration Of Development Permit: A development permit for a large or small
23 vendor cart issued pursuant to this policy shall be valid for three (3) years as
24 provided in section 9-1-17-8 of this chapter, and may be renewed. ~~A development~~
25 ~~permit for a small vendor cart issued pursuant to this policy shall be valid for one~~
26 ~~year, and may be renewed.~~ A development permit issued pursuant to this policy
27 may also be revoked for cause as provided in section 9-1-6 of this chapter.
28

29 ~~Section 65.~~Section 69. Section 9-1-20 of the Breckenridge Town Code is amended to
30 read as follows:
31

32 **9-1-20: SPECIAL AREAS MAPS IDENTIFIED:**
33

34 Blue River walkway.
35

36 Breckenridge Historic District.
37

38 Community entrance.
39

40 ~~Geologic hazards.~~
41

42 ~~Wildfire hazards~~
43

44 ~~Section 66.~~Section 70. A new Section 9-2-1-9-1 of the Breckenridge Town Code is
45 added:
46

47 **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.

~~Section 67.~~Section 71. Section D.3. of Section 9-2-4-2 of the Breckenridge Town Code is amended to read as follows:

3. In addition to the landscaping required above, the subdivider of land ~~containing little or no tree cover as determined by the town~~ shall provide one tree having a minimum trunk diameter (measured ~~12~~ six inches above ground level) of not less than two inches (2") for deciduous trees or having a minimum height of six (6) feet for evergreen trees suitable for the Breckenridge climate for every ~~ten (10)~~ 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. 40, Series 2006)

~~Section 68.~~Section 72. Section B of Section 9-3-8 of the Breckenridge Town Code are amended to read as follows:

B. Outside The Service Area: In connection with the development of all property outside the service area there shall be provided the following amount of off street parking:

Residential:	
Single-family	2.0 per dwelling unit*
Duplex	1.5 per dwelling unit
<u>Accessory apartment</u>	<u>1.0 per dwelling unit</u>
Multi- family <u>Unit Residential and Condominiums:</u>	
Efficiency - studio	1.0 per dwelling unit
1 bedroom and larger	1.5 per dwelling unit
Divisible unit	+0.5 for each divisible room
Condominium:	-

Efficiency, studio, 1 bedroom	1.0 per dwelling unit
2 bedroom and larger	1.5 per dwelling unit
Divisible unit	+0.5 for each divisible room
Lodging, hotel, motel	1.0 per guestroom
Dormitory	0.5 per bed
Schools:	
Elementary and junior high	2 per classroom
High school	1 per 4 students and faculty
College	1 per 4 students and faculty
Commercial:	
Retail sale, commercial and office	1 per 400 square feet GFA (minimum 2 per building)
Construction - contracting	1 per 200 square feet plus 1 loading bay per 1,000 square feet
Industrial use	1 per 400 square feet plus 1 loading bay per 1,000 square feet
<u>Manufacturing</u>	<u>1 per 400 square feet</u>
<u>Warehouse</u>	<u>1 per 1,000 square feet</u>
Auto service stations <u>Gas Station/Convenience Market</u>	3 per service bay plus 1 per pump plus 1 per 250 square feet GFA
Restaurants - sit down, <u>breweries, and distilleries</u>	1 per <u>125 square feet</u> 4 persons capacity
Restaurants - drive-in	1 per 100 square feet GFA
<u>Supermarket/grocery store</u>	<u>1 per 250 square feet GFA</u>
Auditoriums - theaters	1 per 4 seats
Churches	1 per 6 seats
Convention center facility	By special review of the director and planning commission
Library and museum	1 per 500 square feet GFA
Medical and dental clinics	1 per 300 square feet GFA

Hospital	1 per 3 beds
Commercial recreation indoor and outdoor	By special review of the director and planning commission

*du = dwelling unit **Two parking spaces are required for the first three bedrooms of a single family residence. For each additional bedroom beyond the first three bedrooms, one additional parking space shall be required.**

Note: The required number of parking spaces shall be rounded up to the nearest whole number. Required residential spaces shall be rounded up based on the unit count if parking spaces are assigned.

Section 69. Section 73. Sections E – K, inclusive, of Section 9-3-9 of the Breckenridge Town Code are amended to read as follows:

E. Lighting: All parking facilities containing ten (10) or more parking spaces shall **submit a photometric plan.**

1. The parking lot lighting shall not exceed IESNA recommended foot-candle levels and applications are encouraged to use the lower end of the range. This information shall be provided by a registered Colorado engineer. ~~have an average surface illumination of not less than 0.2 foot-candle or more than 1.5 foot candles.~~

~~2. All lights shall be designed, located and arranged so as to reflect the light away from adjacent streets and structures.~~ **fixtures shall not exceed the maximum fixture height or number of fixtures per pole in the property's designated lighting zone per Section 9-2-11.**

3. All lights shall be level mounted and eighty five (85) degrees full cut off fixtures.

4. All fixtures shall be a minimum of half the distance of the length of the pole (e.g. An eighteen foot (18') pole shall be a minimum of nine feet (9') from the property line).

5. Lighting fixtures shall not exceed 3000 kelvin. LEDs shall use filtered LEDs for a warm white color to minimize blue light emission.

6. Foot-candle levels shall not exceed two tenths foot-candles (0.2) at a property line, unless for safety ingress/egress as determined by the Director.

7. Parking lots are encouraged to be greater in number and lower to grade than have a reduced number and increased height.

F. Grades: The sustained surface grades for parking areas shall not exceed a minimum of one-half percent (0.5%) or a maximum of four percent (4%). Driveway grades shall not exceed a maximum grade of eight percent (8%). The first five feet (5') of a driveway shall be graded to match the cross slope of the connecting street. For downhill sites, a twenty foot (20') staging area with a

1 maximum grade of negative four percent (-4%) is required (section 9-3-19,
2 attachment B of this chapter). For uphill sites, a twenty foot (20') staging area
3 with the first five feet (5') matching the cross slope of the connecting road and the
4 next fifteen feet (15') at a maximum grade of four percent (4%) is required
5 (section 9-3-19, attachment C of this chapter).
6

7 G. Heated Driveways: Driveway heat systems shall terminate at the property line.
8 If the system extends into the public right of way, a separate zone must be created
9 for that portion of the system and accommodations must be made to reduce the
10 impacts of the melted drainage at the snow/melted interface. A revocable license
11 agreement acceptable in form and substance to the town attorney must be
12 approved by the town and executed prior to the issuance of a certificate of
13 occupancy.
14

15 H. Drainage: All off street parking facilities shall be graded for proper drainage so
16 that all surface discharge is channeled to a natural or improved drainageway
17 without causing nuisance or damage to other properties or the improvements
18 thereon.
19

20 I. Location: The location of all required off street parking facilities shall be as
21 follows:
22

23 1. Residential Uses: For residential uses, except residences located in buildings
24 adjacent to the "Riverwalk" as defined in section 9-1-19-37A, "Policy 37
25 (Absolute) Special Areas", of this title, all required off street parking spaces shall
26 be provided on the same property as the residential units they are intended to
27 serve.

28 2. Nonresidential Uses: Off street parking for nonresidential uses shall be placed
29 totally on the same parcel of land as the use, unless a fee in lieu is paid to the
30 town as provided in section 9-3-12 of this chapter.

31 3. Parking Space Location: No parking space shall be located closer than five feet
32 (5') from any public street, public alley, public ~~pedestrianway~~ pedestrian way or
33 public right of way or three feet (3') from any property line.

34 J. Landscaping: A minimum of twenty five (25) square feet per parking stall shall
35 be utilized for landscaping purposes. Any parking facility containing more than
36 two (2) side by side loading spaces shall contain at least two hundred (200) square
37 feet of landscaped area raised a minimum of six inches (6") above the parking
38 surface for each two (2) side by side loading spaces. Landscaping shall be
39 maintained according to the standards contained in the development code.
40

41 ~~K. Snow Stacking: All off street surface parking facilities shall provide a~~
42 ~~minimum of sixty (60) square feet of snow stacking space for each parking space.~~
43 ~~Such space shall be so located as to reasonably facilitate the snowplowing~~
44 ~~process. The snow stacking space shall be landscaped in such a manner as not to~~
45 ~~interfere with the snow stacking process.~~
46

1 Section 70.Section 74. The introductory paragraph of Section 9-9-9 of the Breckenridge
2 Town Code is amended to read as follows:

3
4 **9-9-9: SUBMITTAL REQUIREMENTS:** A completed application for
5 approval of a development agreement **shall be submitted a minimum of 28 days**
6 **prior to the requested work session with the Town Council. The**
7 **development agreement application**, whether included as part of a development
8 permit application or submitted as a separate application, shall include the
9 following information and documentation:

10
11 Section 71.Section 75. Section A of Section 9-9-10 of the Breckenridge Town Code is
12 amended to read as follows:

13
14 A. ~~Within sixty (60) days of~~ **F**ollowing receipt of a completed application the
15 director shall cause the application to be scheduled for preliminary discussion at a
16 town council work session held as part of a regular or special town council
17 meeting. The work session discussion may be continued if necessary to complete
18 the council's preliminary discussion of the proposed development agreement. The
19 director shall provide an analysis of the anticipated planning impacts of the
20 proposed development agreement, and such other information and analysis as the
21 town council shall require. Upon the conclusion of the town council's preliminary
22 discussion of the proposed development agreement, the council shall determine
23 whether to: 1) terminate further discussions concerning the proposed development
24 agreement, in which case all proceedings concerning the proposed development
25 agreement shall terminate, or 2) commence proceedings for the approval of the
26 requested development agreement. At any point prior to final action on an
27 ordinance to approve a proposed development agreement the town council may,
28 in its discretion, refer the matter to the planning commission for its review and
29 comment. If so referred, the proposed development agreement shall be reviewed
30 by the planning commission as provided in subsection B of this section. If a
31 proposed development agreement is referred to the planning commission, the
32 town council shall not take final action on an ordinance to approve a proposed
33 development agreement until it has received and considered the recommendation
34 of the planning commission.

35
36 Section 72.Section 76. Section 9-12-7 of the Breckenridge Town Code is amended by the
37 addition of the following definitions:

<u>EAVE OVERHANG:</u>	<u>The section of roof overhanging the building wall, often called a soffit.</u>
<u>LED:</u>	<u>A semiconductor diode that emits light when a voltage is applied to it and that is used especially in electronic devices (as for an indicator light). Warm white or filtered LEDs meet CCT < 3,000 K; S/P ratio < 1.2.</u>

<u>PARKING LOT LIGHTING:</u>	<u>Off street parking lots consisting of ten (10) or more parking spaces shall meet Section 9-3-9 of the Development Code.</u>
---	---

1
2 [Section 73.Section 77.](#) The following definitions in Section 9-12-7 of the Breckenridge
3 Town Code are amended to read as follows:
4

FOOT-CANDLE:	A unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot. <u>One foot-candle equals approximately 0.1 (0.093) lux.</u>
LUMENS:	A unit of luminous flux; the flux emitted within a unit solid angle by a point source with a uniform luminous intensity of one candela. <u>Measurement for the actual amount of visible light which is produced by a lamp as specified by the manufacturer.</u> A foot-candle is one lumen per square foot.
OPAQUE:	An outdoor light fixture in which the walls of a fixture <u>which house the light source</u> are comprised of a solid material, unable to be permeated by light, should a light source be held behind it. <u>Glass is not considered opaque however, glass on a fixture may be acceptable if the glass is below the opaque aspect of the fixture which houses the light source.</u>

5
6 [Section 74.Section 78.](#) Section 9-12-8G of the Breckenridge Town Code is amended to
7 read as follows:
8

9 G. Architectural Accent Lighting: Lighting to accent an architectural element that
10 is aimed or shielded to prevent lighting of the night sky with a maximum of one
11 fixture of not more than fifty (50) watts **per property.**
12

13 [Section 75.Section 79.](#) Section 9-12-11 of the Breckenridge Town Code is amended to
14 read as follows:
15

16 **9-12-11: LIGHTING STANDARDS:**

17 A. Lighting standards for LZ-1 (downtown overlay district lighting zone):

18 1. Fully Shielded: Only fully shielded, downcast, semiopaque **or opaque** fixtures
19 with no portion of bulb visible are permitted for commercial, mixed use, triplex,
20 duplex and single-family residential structures, and garages associated with such
21 uses. Such fixtures are prohibited for all other types of structures.

22 2. Pole Lights Generally: Pole lights may have a maximum of two (2) light
23 sources per pole.

1 3. Pole Lights In Parking Lot: Pole lights within a parking lot of more than ten
2 (10) spaces shall be shielded, downcast opaque fixtures. (Ord. 35, Series 2007)

3 43. Bistro Lighting: Bistro lighting is permitted at an outdoor dining/bar area
4 designated by the site plan to provide light and ambiance. Bistro lighting includes
5 a temporary arrangement of lighting bulbs or tubing from May 1 through October
6 31 of the same year. At all other times bistro lighting is unlawful. (Ord. 30, Series
7 2010)

8 54. Photometric Plan: Photometric plan of estimated foot-candle levels with
9 maximum and average illumination are required for parking lots with ten (10) or
10 more parking spaces. Emitted light shall not be greater than four (4) ~~one (1)~~ foot-
11 candles at the property line, except at site entry points if determined by the
12 director to be necessary for safety. Cut-sheets for all exterior light fixtures shall
13 also be submitted with the photometric plan. **Photometric Plan: Commercial**
14 **and mixed use properties require a photometric plan of estimated foot-candle**
15 **levels with maximum and average illumination. Emitted light shall not be**
16 **greater than one foot-candle at the property line, except at site entry points if**
17 **determined by the director to be necessary. Cut-sheets for all exterior light**
18 **fixtures shall also be submitted with the photometric plan.**

19 65. Maximum Fixture Height: Maximum fixture height as measured from finished
20 grade:
21

Residential	15	feet
Commercial	18	feet
Pedestrian pathways	10	feet
Upper story decks	7	feet above deck
<u>Eave overhangs</u> <u>(e.g. soffit)</u>	<u>10</u>	<u>feet</u>
<u>Eave overhangs</u> <u>(e.g. high</u> <u>soffits)</u>	<u>+1</u>	<u>foot for every 5</u> <u>feet from edge of</u> <u>eave*</u>

22 * **For example, a 20 foot tall eave with 10 foot overhang, a fixture may be 12**
23 **feet high from grade or upper level deck (10 feet +2 feet).**

24 76. Lamp Type: The lamp shall be energy star rated fluorescent with adequate
25 cold rating, induction, high pressure sodium, LED or low pressure sodium.
26 Incandescent lamps are permitted on building mounted or signage fixtures at a

1 maximum wattage of sixty (60) watts. Energy star rated compact fluorescent
2 lamps are encouraged. Fluorescent fixtures are permitted at fifteen (15) watts or
3 warm white or filtered LEDs at 12 watts maximum or no greater than nine
4 hundred fifty (950) lumens. Other lamp types with energy star rating are
5 permitted.

6 B. Lighting standards for LZ-2 (commercial area lighting zone):

7 1. Fully Shielded: Only fully shielded, downcast, opaque fixtures with no portion
8 of bulb visible are permitted.

9 2. Pole Lights: Pole lights may have a maximum of two (2) light sources per pole.

10 3. Photometric Plan: Commercial and mixed use properties require a photometric
11 plan of estimated foot-candle levels with maximum and average illumination.
12 Emitted light shall not be greater than ~~one~~ one half (0.5) foot-candle at the
13 property line, except at site entry points if determined by the director to be
14 necessary. Cut-sheets for all exterior light fixtures shall also be submitted with the
15 photometric plan.

16 4. Maximum Fixture Height: Maximum fixture height above existing grade for all
17 fixtures except those used for outdoor sports facility (field, arena or track) lighting
18 shall be as follows:
19

Residential	15	feet
Commercial	18	feet
Pedestrian pathways	10	feet
Upper story decks	7	feet above deck
<u>Eave overhangs (e.g. soffit)</u>	<u>10</u>	<u>feet</u>
<u>Eave overhang above 10 feet (e.g. high soffits)</u>	<u>+1</u>	<u>foot for every 5 feet from edge of eave</u>

20 * For example, a 20 foot tall eave with 10 foot overhang, a fixture may be 12
21 feet high from grade or upper level deck (10 feet +2 feet).

22 5. Lamp Type: The lamp shall be energy star rated fluorescent with adequate cold
23 rating, induction, high pressure sodium, LED or low pressure sodium.
24 Incandescent lamps are permitted on building mounted or signage fixtures at a

1 maximum wattage of sixty (60) watts. Energy star rated compact fluorescent
2 lamps are encouraged. Fluorescent fixtures are permitted at fifteen (15) watts or
3 warm white or filtered LEDs at 12 watts maximum or no greater than nine
4 hundred fifty (950) lumens. Other lamp types with energy star rating are
5 permitted.

6 6. Location: The setbacks from the property line shall be at least equal to the total
7 height of the luminaries.

8 C. Lighting standards for LZ-3 (residential lighting zone):

9 1. Fully Shielded: Only fully shielded, downcast, opaque fixtures with no portion
10 of bulb visible are permitted.

11 2. Pole Lights: Pole lights may have a maximum of one light source per pole.

12 3. Photometric Plan: Commercial, mixed use or multi-family residential ~~property~~
13 ~~parking lots~~ properties require a photometric plan of estimated foot-candle levels
14 with maximum and average illumination. Emitted light shall not be greater than
15 two-tenths ($2/10$) foot-candle at the property line, except at site entry points if
16 determined by the director to be necessary for safety. Cut-sheets for all exterior
17 light fixtures shall also be submitted with the photometric plan.

18 4. Maximum Fixture Height: Maximum fixture height above existing grade for all
19 fixtures except those used for outdoor sports facility (field, arena or track) lighting
20 shall be as follows:
21

Residential	15	feet
Commercial	18	feet
Pedestrian pathways	10	feet
Upper story decks	7	feet above deck
<u>Eave overhangs</u> <u>(e.g. soffit)</u>	<u>10</u>	<u>feet</u>
<u>Eave overhang</u> <u>above 10 feet</u> <u>(e.g. high soffits)</u>	<u>+1</u>	<u>foot for every</u> <u>5 feet from</u> <u>edge of eave</u>

22 *** For example, a 20 foot tall eave with 10 foot overhang, a fixture may be 12**
23 **feet high from grade or upper level deck (10 feet +2 feet).**

1 5. The lamp shall be energy star rated fluorescent with adequate cold rating,
2 induction, high pressure sodium, LED or low pressure sodium. Incandescent
3 lamps are permitted on building mounted or signage fixtures at a maximum
4 wattage of sixty (60) watts. Energy star rated compact fluorescent lamps are
5 encouraged. Fluorescent fixtures are permitted at fifteen (15) watts **or warm**
6 **white or filtered LEDs at 12 watts maximum** or no greater than nine hundred
7 fifty (950) lumens. Other lamp types with energy star rating are permitted.

8 6. Location: The setbacks from the property line shall be at least equal to the total
9 height of the luminaries. (Ord. 35, Series 2007)

10 ~~Section 76.~~Section 80. Section 9-12-12 of the Breckenridge Town Code is amended by
11 the addition of the following provision:

12
13 **9. Parking Lots: Parking lots shall meet the requirements of Section 9-3-8 of**
14 **this Code.**

15
16 ~~Section 77.~~Section 81. Except as specifically amended hereby, the Breckenridge Town
17 Code, and the various secondary codes adopted by reference therein, shall continue in full force
18 and effect.

19
20 ~~Section 78.~~Section 82. The Town Council hereby finds, determines and declares that this
21 ordinance is necessary and proper to provide for the safety, preserve the health, promote the
22 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
23 the inhabitants thereof.

24
25 ~~Section 79.~~Section 83. The Town Council hereby finds, determines and declares that it
26 has the power to adopt this ordinance pursuant to: (i) the Local Government Land Use Control
27 Enabling Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S.
28 (concerning municipal zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal
29 police powers); (iv) Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the
30 authority granted to home rule municipalities by Article XX of the Colorado Constitution; and
31 (vi) the powers contained in the Breckenridge Town Charter.

32
33 ~~Section 80.~~Section 84. This ordinance shall be published and become effective as
34 provided by Section 5.9 of the Breckenridge Town Charter.

35
36 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
37 PUBLISHED IN FULL this ____ day of _____, 2018. A Public Hearing shall be held at the
38 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
39 _____, 2019, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
40 Town.

41
42 TOWN OF BRECKENRIDGE, a Colorado
43 municipal corporation
44

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By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Breckenridge Town Council Members
From: Town Attorney
Date: 1/2/2019
Subject: Council Bill No. 36 (Casey Residence Landmarking)

The second reading of the ordinance to landmark the Casey Residence at 112 North French Street is scheduled for your meeting on January 8th. There are no changes proposed to ordinance from first reading.

I will be happy to discuss this matter with you on Tuesday.

1 **FOR WORKSESSION/SECOND READING – JAN. 8**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 36

6
7 Series 2018

8
9 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
10 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
11 (Casey Residence, 112 North French Street, Lots 3 & 4, Block 3, Abbett Addition)

12
13 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
14 COLORADO:

15
16 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
17 determines as follows:

18
19 A. Diane Monaghan owns the hereinafter described real property. Such real
20 property is located within the corporate limits of the Town of Breckenridge, County of
21 Summit and State of Colorado.

22
23 B. Diane Monaghan filed an application pursuant to Chapter 11 of Title 9 of the
24 Breckenridge Town Code seeking to have the hereinafter described real property
25 designated as a landmark (“**Application**”).

26
27 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
28 the Breckenridge Town Code in connection with the processing of the Application.

29
30 D. The improvements located on hereinafter described real property are more
31 than fifty (50) years old.

32
33 E. The hereinafter described real property meets the “Architectural” designation
34 criteria for a landmark as set forth in Section 9-11-4(A)(1)(b)(2) of the Breckenridge
35 Town Code because the property is of a style particularly associated with the
36 Breckenridge area.

37
38 F. The hereinafter described real property meets the “Physical Integrity” criteria
39 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
40 because:

- 41
42 (i) The property shows character, interest or value as part of the development,
43 heritage or cultural characteristics of the community, region, state or
44 nation and;

1 (ii) The structure is on its original location or is in the same historic context
2 after having been moved.
3

4 G. In accordance with the requirements of Section 9-11-3(B)(3) of the
5 Breckenridge Town Code, on November 6, 2018 the Application was reviewed by the
6 Breckenridge Planning Commission. On such date the Planning Commission
7 recommended to the Town Council that the Application be granted.
8

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

12 I. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
13 approval of an application for landmark designation under Chapter 11 of Title 9 of the
14 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.
15

16 Section 2. Designation of Property as Landmark. The following described real
17 property:
18

19 See the attached Exhibit "A" which is incorporated into this ordinance by
20 reference
21

22 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
23 Code.
24

25 Section 3. Police Power Finding. The Town Council finds, determines and declares that
26 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
27 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
28 the inhabitants thereof.
29

30 Section 4. Town Authority. The Town Council finds, determines and declares that it has
31 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
32 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
33 Charter.
34

35 Section 5. Effective Date. This ordinance shall be published and become effective as
36 provided by Section 5.9 of the Breckenridge Town Charter.
37

38 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
39 PUBLISHED IN FULL this 11th day of December, 2018. A Public Hearing shall be held at the
40 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 8th day of
41 January, 2019, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
42 Town.
43
44

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich
Town Clerk



Memo

To: Breckenridge Town Council
From: Brian Waldes, Finance Director
Date: 12/26/18
Subject: Advance Funding Resolution

The purpose of the attached resolution is to ensure the Town can choose to be reimbursed by a future debt issue for costs incurred related to the planned parking structure on the south gondola lot.

As we have done for some other capital projects, the Town is anticipating issuing debt to cover the costs of a potential future parking structure. By approving an advanced funding resolution (attached), the Town can declare its intent to include any current capital design/construction costs in a future debt issue.

The figure of \$40M in the resolution is an estimate of the final costs, and is not meant to be a definitive measure of total project expense.

Staff will be at work session to answer any questions you may have.

1 RESOLUTION NO. ____

2
3 Series 2019

4
5 **A RESOLUTION EXPRESSING THE INTENT OF THE**
6 **TOWN TO BE REIMBURSED FOR CERTAIN EXPENSES**
7 **RELATING TO CERTAIN CAPITAL EXPENDITURES**
8 **ASSOCIATED WITH THE FINANCING OF A PARKING**
9 **STRUCTURE.**

10 **WHEREAS**, Town of Breckenridge, Colorado (the “Town”) is a legal and
11 regularly created, established, organized and existing municipal corporation under the provisions
12 of laws of the State of Colorado; and

13
14 **WHEREAS**, the members of the Town Council of the Town (the “Council”) have
15 been duly elected and qualified; and

16
17 **WHEREAS**, it is the current intent of the Town to make certain capital
18 expenditures for the construction of a parking structure (the “Project”); and

19
20 **WHEREAS**, the Council has determined that it is in the best interest of the Town
21 to finance the Project through the execution and delivery of one or more lease purchase agreements
22 (the “Financing”); and

23
24 **WHEREAS**, the Council has determined that it is necessary to make capital
25 expenditures in connection with the Project prior to the time that the Town arranges for the
26 financing of the Project; and

27
28 **WHEREAS**, it is the Council’s reasonable expectation that when such Financing
29 occurs, the capital expenditures will be reimbursed with the proceeds of the Financing; and

30
31 **WHEREAS**, in order to comply with the provisions of the Internal Revenue Code
32 of 1986, as amended (the “Code”), it is the Council’s desire that this resolution shall constitute the
33 “official intent” of the Council to reimburse such capital expenditures within the meaning of
34 Treasury Regulation §1.150-2.

35
36 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF**
37 **THE TOWN OF BRECKENRIDGE, COLORADO:**

38
39 Section 1. All action (not inconsistent with the provisions of this resolution)
40 heretofore taken by the Council and the officers, employees and agents of the Town directed
41 toward the Financing is hereby ratified, approved and confirmed.

42
43 Section 2. The Town intends to finance approximately \$40,000,000 to pay the
44 costs of the Project, including the reimbursement of certain costs incurred by the Town prior to
45 the receipt of any proceeds of a Financing, upon terms acceptable to the Town, as authorized in an

1 ordinance to be hereafter adopted and to take all further action which is necessary or desirable in
2 connection therewith.

3
4 Section 3. The officers, employees and agents of the Town shall take all action
5 necessary or reasonably required to carry out, give effect to and consummate the transactions
6 contemplated hereby and shall take all action necessary or desirable to finance the Project and to
7 otherwise carry out the transactions contemplated by the resolution.

8
9 Section 4. The Town shall not use reimbursed moneys for purposes prohibited
10 by Treasury Regulation §1.150-2(h). This resolution is intended to be a declaration of “official
11 intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

12
13 Section 5. If any section, paragraph, clause or provision of this resolution shall
14 for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section,
15 paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

16
17 Section 6. All acts, orders and resolutions of the Council, and parts thereof,
18 inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such
19 inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part
20 thereof, heretofore repealed.

21
22 Section 7. The resolution shall in full force and effect upon its passage and
23 approval.

24
25 PASSED AND ADOPTED this _____, 2019.

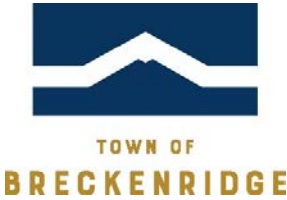
26 TOWN OF BRECKENRIDGE, COLORADO

27
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31 _____
32 Eric S. Mamula, Mayor

33
34 ATTEST:

35
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38 _____
39 Helen Cospolich, CMC, Town Clerk
40

Memo



To: Breckenridge Town Council Members
From: Jim Baird, Police Chief
Date: 12/28/2018
Subject: Intergovernmental Agreement with the Summit County Sheriff's Office

The attached resolution, if passed by Council, would continue an existing Intergovernmental Agreement between the Breckenridge Police Department and the Summit County Sheriff's Office. This agreement grants full peace officer authority to sworn police officers of the Breckenridge Police Department when acting outside the Town of Breckenridge but inside the jurisdiction of the Summit County Sheriff's Office. This authority permits Breckenridge Police Officers to enforce State of Colorado traffic laws and criminal laws including the authority to make arrests.

A renewal of this agreement is necessary in January as this is when a new term will begin for the Sheriff's Office. Although this agreement has a one-year duration, it will automatically renew each year of the Sheriff's new term. It is standard practice for all municipal law enforcement agencies to enter into this agreement with the Sheriff's Office.

Staff recommends approval of the resolution. Tim Berry and I will be present at the work session on January 8 to answer any questions.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney date

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**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

THIS Intergovernmental Agreement for the provision of Law Enforcement Services (Agreement) is made and entered into this 8th day of January 2019, by and between the Town of Breckenridge, a Colorado municipal corporation (Breckenridge), and Summit County, a Colorado political subdivision (County) and Summit County Sheriff (“Sheriff”).

WHEREAS, Sections 29-1-203 and 30-11-410, C.R.S., permit municipal and county governments to enter into agreements for the provision of law enforcement services within the boundaries of the other agency; and

WHEREAS, Breckenridge has the authority and responsibility to enforce its traffic and criminal laws within Breckenridge and county limits; and

WHEREAS, the Sheriff has the authority and responsibility to enforce state traffic and criminal laws and county resolutions within the limits of Summit County outside of Breckenridge town limits; and

WHEREAS, the Sheriff desires to allow duly sworn peace officers of the Breckenridge Police Department to possess full peace officer authority for enforcement of State traffic and criminal laws including the making of arrests within the jurisdictional area of Summit County; and

WHEREAS, the interests of the public are best served by Breckenridge and County entering into this Agreement.

NOW, THEREFORE, Breckenridge on behalf of its Police Department, County and the Sheriff hereby agree as follows:

- A. **TERM.** This Agreement shall be in effect for an initial term from January 8, 2019 through January 7, 2020. Unless either party has given the other written notice of termination as provided herein, this Agreement shall automatically renew from year to year thereafter until such time as undersigned Sheriff’s term of office expires. Terms of a renewed Agreement shall be the same terms and conditions contained herein.

Upon re-election of the undersigned Sheriff, unless either party has given the other written notice of termination as provided herein, this Agreement shall automatically renew from year to year thereafter until such time as undersigned Sheriff’s new term of office expires. Terms of a renewed Agreement shall be the same terms and conditions contained herein.

- B. **DUTIES.** Breckenridge agrees to provide at times, as determined solely within its discretion, duly sworn peace officers for the purpose of enforcing State traffic and criminal laws within the unincorporated areas of Summit County. Breckenridge does not represent that it will provide its officers for enforcement of State traffic and criminal laws at any particular time. Breckenridge agrees that County shall not be responsible for providing any compensation for the services of Breckenridge peace officers in connection with the performance of these duties.
- C. **AUTHORITY.** The Sheriff, in lieu of individual commissions, hereby grants certified peace officers of the Breckenridge Police Department full peace officer authority within the unincorporated areas of Summit County for the purpose of enforcing state traffic and criminal laws regarding the operation of motor vehicles, as well as general criminal laws.
- D. **INTEGRATED AGREEMENT AND AMENDMENTS.** This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. This Agreement cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties.
- E. **STATUS OF BRECKENRIDGE AND COUNTY.** Breckenridge shall perform pursuant to the authority granted by this Agreement as an independent law enforcement authority and not as an agent or employee of County or Sheriff. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto. This Agreement shall not be construed as in any way establishing or as construing Breckenridge, including its officials, agents and employees, as an agent of the County or Sheriff. The parties shall remain independent and separate entities. Breckenridge, including its officials, employees and agents, shall not be supervised by any employee or official of County or Sheriff except to the extent that in the Sheriff's jurisdiction the Sheriff or designee may direct the actions or discontinue the actions of a Breckenridge police officer. Neither party shall represent that they are an employee or agent of the other in any capacity.
- F. **INSURANCE.** Breckenridge will procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities in the performance of its law enforcement authority under this Agreement; including workers' compensation, automobile liability and general liability.
- G. **LIABILITY.** Neither party is responsible for the actions of the other party's employees or agents. Each party assumes responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of its own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, neither the County nor Breckenridge waives nor intends to waive, as to any person not a party to this Agreement, the limitations on liability

which are provided to Breckenridge and the County under the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S.

- H. **TERMINATION.** This Agreement may be terminated without cause at the discretion of Breckenridge or the County upon ten (10) day's written notice. Pursuant to Paragraph "A", this Agreement will terminate to coincide with the term of the undersigned Sheriff. This Agreement shall also be subject to termination by either party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other and if the conditions of noncompliance specified in such notice are not corrected within 30 days of the date of such notice, this Agreement shall be terminated and of no further effect at the option of the party not in default of the terms herein contained. Notice shall be mailed to the respective parties at the following addresses unless written notice of change of address is given:

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

Town of Breckenridge
Chief of Police
Breckenridge Police Department
150 Valley Brook Street
Breckenridge, Colorado 80424

Summit County Government
County Manager
P.O. Box 68
208 Lincoln Ave.
Breckenridge, CO 80424

Summit County Sheriff
Summit County Justice Center
PO Box 210
501 N. Park Ave.
Breckenridge, Colorado 80424

- I. **PROVISIONS CONSTRUED AS TO FAIR MEANING.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.
- J. **HEADINGS FOR CONVENIENCE.** All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this Agreement.

- K. **COMPLIANCE WITH ORDINANCES AND REGULATIONS.** Breckenridge shall provide law enforcement in the jurisdiction of County and Sheriff as authorized under this Agreement in compliance with all County ordinances, Sheriff's regulations and state and federal laws and regulations applicable to law enforcement, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.
- L. **NO IMPLIED REPRESENTATIONS.** No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.
- M. **NO THIRD PARTY BENEFICIARIES.** None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than Breckenridge or the County receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- N. **WAIVER.** No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.
- O. **SEVERABILITY.** Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.
- P. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.
- Q. **AUTHORITY.** The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.
- R. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

TOWN OF BRECKENRIDGE,
COLORADO

SUMMIT COUNTY, COLORADO

ERIC MAMULA, MAYOR

KARN STEIGELMIEIR, CHAIR
BOARD OF COUNTY COMMISSIONERS

Date: _____

Date: _____

ATTEST:

BRECKENRIDGE TOWN CLERK

APPROVED AS TO CONTENT:

JIM BAIRD,
CHIEF OF POLICE

ATTEST:

SUMMIT COUNTY CLERK & RECORDER

OFFICE OF THE SUMMIT COUNTY
SHERIFF:

JAIME FITZSIMONS, SHERIFF

ATTEST:

SUMMIT COUNTY CLERK & RECORDER



Memo

To: Breckenridge Town Council Members
From: Shannon Smith, Town Engineer
Date: 12/31/2018
Subject: Public Projects Update

Ice Arena Locker Room Addition

Schedule: Staff has recently awarded the Construction Manager/General Contractor (CMGC) contract for the Ice Arena Addition to MW Golden Constructors. Matthew Stais Architects has completed the design development plans and will now begin the construction documents phase. MW Golden is currently reviewing the DD plan set and developing a cost estimate for the project.

Staff will update Council again in February with the construction cost estimate, as well as updated drawings for the Ice Arena Addition. Construction is planned to begin in spring 2019 and be completed by November.

Budget: A place holder of \$2M for the project was added to the 2019 budget at the October 9th retreat.

Second Water Treatment Plant

An update report prepared by the consultant team is attached to this memo. The project remains on schedule and budget with a construction completion date of August 2020.

CIP projects with no updates:

- River Park (updated 11-13-18)
- Kingdom Park Shade Shelter (updated 9-11-18)
- Sawmill Culvert Repair (updated 7-24-18)
- Ski Hill Wall by Alpine Metro District (updated 7-24-18)
- Ball Field LED Lights
- Blue River Habitat and Landscaping (updated 11-28-17)
- Pool Area Lights and Window Replacement (updated 9-26-17)

Town of Breckenridge North Water Treatment Plant

Prepared by M. Petters/HDR Engineering, Inc.



Finished Water Pump Station 11/02/2018



Raw Water Pump Station 11/07/2018

November 2018

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: 29.3 %

Cost Percent Complete: 34.5 %

Guaranteed Maximum Price:
\$42,000,000

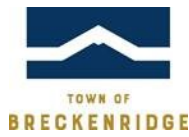
Change Order Total: \$38,605

Current Contract Value: \$42,038,605

Invoiced to Date: \$14,507,341

Cost Growth: 0.001%

Schedule Growth: 0 Days



Schedule and Budget Status

Moltz Construction Inc. (MCI) has completed work for 34.5% of the project value within 29.3% of the available contract time. Their current schedule update shows them completing the contract on time.

Five Change Orders have been issued to date on the project. There have been 11 Work Change Directives, 24 Change Proposal Requests and 22 Field Orders initiated on the project.

Accomplishments/Highlights

At the Administration Building: Sierra Blanca roughed in the sanitary sewer pipe in the rest rooms and the laboratory. Mendoza worked on the exterior wall panels. Moltz welded the supports for the structural steel beams at the mezzanine over the laboratory. Coblaco coated the interior structural steel.

At Residuals Building: Rumbler Rebar continued tying and setting pre-assembled steel reinforcing mats.

At the Raw Water Pump Station: Mendoza installed the exterior wall panels and the roof panels.

At the Clearwell/Finished Water Pump Station: MCI has set the shoring in Clearwells 1 and 2. They currently are decking Clearwell 1.

At the Clearwell/Finished Water Pump Station: MCI has completed the suspended slabs over Clearwell 1 and 2. They have placed the steel reinforcing and the in slab electrical conduits at the Finished Water Pump Station.

At the Treatment Building (WTP): MCI has completed forming and placing the walls of Filters 1 and 2 and the south walls of Filters 3, 4 and 5.

At the Administration Building: Mendoza Construction completed the roof panels and installed most of the upper exterior wall panels. They have installed approximately half of the lower wainscot panels.

At the Water Treatment Plant: MCI continues work on the filters, filter pipe gallery walls. MCI completed placing the Main Building exterior footings and will continue forming and placing stem walls. They placed and finished the PACL concrete support, as well.

Stan Miller completed the Raw Water Pipeline at Seldom Acres.

Construction Accomplishments and Milestones

Town of Breckenridge

Second Water Treatment Plant

11/01/2018- Raw Water Pump Station Structural Steel Frame



11/02/2018- Filter Wall Pipes



Town of Breckenridge

Second Water Treatment Plant

11/07/2018- Filters Wall Placing



11/12/2018- Raw Water Pipeline



Town of Breckenridge
Second Water Treatment Plant

11/12/2018- Wet Well Shoring



11/13/2018- Clearwell 1&2 Steel Reinforcing



Town of Breckenridge
Second Water Treatment Plant

11/14/2018- Administration Building Plumbing



11/15/2018- Administration Building Painting



Town of Breckenridge
Second Water Treatment Plant

11/20/2018- Clearwell 1&2 Placing
Concrete



11/21/2018- RWPS Roof Panels



Town Of Breckenridge
Second Water Treatment Plant

11/27/2018- Residuals Building Reinforcing
Steel



11/27/2018- Removing Planking at Filter Wall



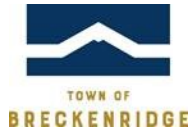
Town of Breckenridge
Second Water Treatment Plant

10/27/2018- Finished Water Pump Station
In Slab Conduits



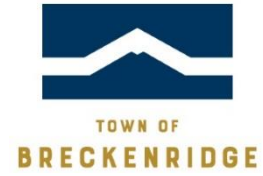
11/28/2018- Clearwell 1&2 Finishing Concrete





Upcoming Activities/Milestones	Planned Date
At the Administration Building: Sierra Blanca will continue roughing in sanitary sewer and potable water plumbing.	Ongoing
At the Administration Building: Mendoza will install the Mezzanine Structural Steel.	12/17/2018
At the Administration Building Mendoza will complete the exterior wall and roof paneling.	12/20/2018
At the Raw Water Pump Station: Mendoza will complete the wall and roof panels.	12/6/2018
At the Finished Water Pump Station/Clearwell: MCI will complete placing the suspended slab concrete.	12/11/2018
At the Treatment Building: MCI will complete the filter walls.	12/5/2018
At the Treatment Building: MCI will backfill west of the Sedimentation Basins and start placing the main slab on grade concrete.	12/3/2018
At the Treatment Building: MCI will resume forming and placing the remaining stem walls	Ongoing

Memo



To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
Date: 1/2/2019
Subject: Breck Forward Update

Below is a brief update on Parking and Transportation projects. Staff will add new projects to this list as they are developed and discussed with Council.

Active Projects - New Updates

Bus Storage Expansion (Work Session 1-8-19)

Schedule: Work continues to progress on the new bus storage facility. Foundations are complete and the walls and roof are being framed. Xcel has also set the new transformer, which was required to supply the electric service to the building and bus chargers. The building is slated for completion in June.





Budget:

	2018	Total
P&T Fund	\$1.75M	\$1.75M
Total Budget		\$1.75M

No updates:

- Dynamic Wayfinding (Work Session 11-20-18)
- Sidewalk Master Plan Implementation (Work Session 6-26-18)
- River Walk Pedestrian Improvements (Work Session 6-26-18)
- Riverwalk Garage (Work Session 4-10-18)
- Village Road and Park Ave Roundabout
- Transit Enhancements (Work Session 10-24-17)
- Transit Stop Shelters (Work Session 9-26-17)
- Purple B Route Improvements (Work Session 11-28-17)



DATE: January 2, 2018

TO: Breckenridge Town Council

CC: Rick Holman, Shannon Haynes, James Phelps, Mark Johnston, Jennifer Pullen

FROM: Free Ride

RE: Free Ride Ridership Numbers – December 2018

December ridership is up **25%** over last December, with **179,843** passengers compared to **143,666** in 2017. The largest contributor to the jump in ridership is the Brown route, which has seen increased traffic in Warriors Mark and Peak 9. The Trolley route ridership increase is due in part from the addition of the second Trolley last summer. This year we merged the early morning employee shuttle routes from the Ice Rink and Satellite lot into one route with just one bus compared to two buses last year.

Overall Ridership for 2018 shattered the previous Free Ride record with 1,177,164 passengers, or 16.6% higher than 2017's 1.009 million!

	2017		2018		Month		YTD	
	Dec Mthly	Dec YTD	Dec Mthly	Dec YTD	#'s	%	#'s	%
Black	4,765	49,808	5,197	54,872	432	9.1%	5,064	10.2%
Brown	37,941	228,640	55,575	331,844	17,634	46.5%	103,204	45.1%
Trolley	7,751	67,157	15,094	115,447	7,343	94.7%	48,290	71.9%
Purple	19,029	145,272	23,009	171,323	3,980	20.9%	26,051	17.9%
Yellow	72,736	496,303	79,390	477,370	6,654	9.1%	-18,933	-3.8%
Shuttle Lots	1,121	5,125	1,378	8,267	257	22.9%	3,142	61.3%
Special Event	323	16,870	200	18,041	-123	-38.1%	1,171	6.9%
TOTAL	143,666	1,009,175	179,843	1,177,164	36,177	25.2%	167,989	16.6%

I - 70 Traffic Numbers												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000	26311	27344	29585	23790	22623	28890	34840	32865	29387	23826	24850	27863
2001	27747	28808	32235	25266	22715	29563	34934	35338	30381	24001	24734	29349
2002	29563	28507	34381	23745	24295	29583	34312	34276	29080	24297	25850	30733
2003	30515	29678	30080	23692	23310	28697	34480	34626	28275	25402	23901	28080
2004	29581	29721	31659	23033	23692	29074	34750	32923	29318	25051	24285	29443
2005	29958	30682	32556	24356	23788	29814	35338	31250	29237	24462	25584	29328
2006	31119	30359	32761	26032	24338	30936	36815			24582	27326	28711
2007	30030	30456	34680	26392	25131	31977	36773	35458	32091	26406	27450	28981
2008	30490	31051	33767	25552	24075	30106	34393	33931	30514	26128	25246	30291
2009	31207	30598	31513	24229	25178	30527	36524	34592	30100	23840	25033	28208
2010	30647	29370	31080	24923	23405	30054	36345	33935	31620	25277	24842	29439
2011	30551	29087	31283	24751	22461	29959	36267	34146	30564	24895	24859	28988
2012	29311	29427	31834	22818	23773	32314	35654	34063	30548	24185	24807	28795
2013	30137	30768	32686	22701	24741	32488	36374	34761	29042	24621	26213	29948
2014	31302	31679	34292	26364	24912	32647	36368	35719	31408	26046	26225	30428
2015	33343	32400	36265	N/A	25786	33757	39558	37097	34109	27954	26529	31102
2016	35197	33382	35297	27084	27611	36027	41151	38756	36072	29803	27977	32046
2017	33269	36718	39162	31483	NA	40217	44022	39719	35614	30216	29087	32690
2018	36771	36596	38333	29045	29940	38818	43998	40649	38010	29761	30153	

Highway 9 Traffic Numbers												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000	18552	19946	21120	16241	13566	18146	21944	21200	18898	16496	16656	17524
2001	19832	20985	21906	16237	14523	17639		19941	17875	16150	16610	20272
2002	20789	21729	22454	16137	14536	17957	22030	20763	18125	15505	16223	19895
2003	20478	20373	20468	15362	13761	18156	20179	19480	16843	14964	14829	18654
2004	19416	19455	20094	14881	13235	16055	23816	22623	20655	16435	11737	19643
2005	18989	20995	21210	15207	13908	18387	21607	19988	17201	14418	14704	16870
2006		20998	21722	16262	14383	18215	21499	19876	17816	14343	16474	17318
2007	17702	17620	18759	14050	12673	15470	13028	9779	18771	16492	17633	19734
2008	20905	20794	21778	16242	14218	17918	21285	20247	18055	15894	15800	19566
2009	21034	20678	20526	15689	13641	17657	21077	19819	17562	14586	15975	19679
2010	21080	20612	21125	15130	13030	17052	21181	19662	18019	14514	15010	19458
2011	19904	19013	19970	14963	12362	17049	20609	20745	18187	15322	15089	20645
2012	21020	20867	21856	14988	13970	18252	21689	21020	18465	15317	14911	16463
2013	19202	21802	21597	15304	14226	18639	23409	22113	18964	16174	17346	20515
2014	22074	21741	22695	17203	N/A	N/A	N/A	N/A	N/A	N/A	N/A	21545
2015	22254	24105	22746	16768	14626	19975	24189	22612	20612	17216	16072	18628*
2016	20067*	20166*	19771*	15583*	15315	20234	24369	22538	21058	17606	17498	20596
2017	22314	22238	22640	16863	15739	20133	23872	22365	20694	17736	17914	22213
2018	24454	23112	23764	17638	16681	21491	25586	23805	21848	17993	19613	

Blue River Traffic Counts - Average Daily Incoming (northbound)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016						3178	3823	3380	3257	2442	2301	26102
2017	2547	2650	2842	2219		3138	3816	3439	3145	2254	2420	29021
2018	2966	2561	2995	2259	2389	3308	3961	3563	3366	2494	2605	

Housing Committee Minutes

Date: Tuesday, December 11th, 2018

Time: 1:30 – 3:00 PM

Location: Town Hall-Planning Conference Room

Attendees: Rick Holman, Wendy Wolfe, Gary Gallagher, Peter Grosshuesch, Mark Truckey, Laurie Best, Nichole Rex

Programs and Strategies:

- Housing Strategies Moving Forward –Goals

The committee discussed the need to revise the housing program goals as we start focusing on new strategies for providing housing. During our next committee meeting, the group is going to start brainstorming new housing goals.

- Vail InDeed and Town Buy Down Program

The committee discussed the Vail InDeed program, a recent initiative implemented by the Town of Vail that has been successful over the past year. This program gives money to homebuyers in exchange for a deed restriction. This deed restriction only has occupancy restrictions, requiring that the unit must be occupied by someone who works 30+ hours per week in Eagle County. There is no appreciation cap, income limit, etc. This program has been used for individual units and as gap financing on larger developments, serving as a resource for both small and large employers and a resource for individuals in the community.

The Town currently has guidelines for buy downs and periodically looks into these opportunities. After more discussion, the goal is to revise our buy down guidelines and look to implement a more flexible program that will serve a wide demographic in Breckenridge, this will also include marketing our program more to users. In a future meeting, the committee will discuss the goals of our new program and possible program components/ideas.

Policies:

- Subordination policy for housing covenants

In the current housing market, many lenders ask for subordination agreements when closing or refinancing a loan for a deed restricted home. Subordination agreements place the lender in first position and the Town's lien in second position. In some cases, lenders will require that a deed restriction terminate in the event of a foreclosure.

Recently, the Town of Vail has worked with local lenders, asking them to agree to provide traditional loan products for deed restricted properties without requiring a subordination. The committee directed staff to work with local lenders in Summit County on this issue, to hopefully come to a resolution on subordination policies. Ultimately, if lenders will agree to loan without the Town subordinating our lien to them, the Town's investment will be better protected while still offering appropriate loan products to buyers.

Project Updates:

Ongoing:

- Blue 52
Final townhome closed on December 27th, the Town still owns 3 units at Blue 52 from the first phase that are currently being rented.
- COTO Flats
8 of 9 units are currently occupied by TOB employees.
- BRECK365
The team is working on the Class A submittal integrating worksession comments. The planned submittal date is January 7th, 2019.
- DNR Kennels
TOB is starting to incur expenses on this project and is planning to split the expenses with the County.
- Denison Commons Closing
CMC closed on December 13th, \$5,794,152 for 30 units.

Future:

- Stan Miller Update
Staff met with Braddock Flats to discuss the build out of Stan Miller Property subject to the annexation agreement.

Inventory Management and Project Oversight Updates:

- Needs Assessment Status

The RFP was posted on December 28th and can be found here:

<http://www.summitcountyco.gov/bids.aspx?bidID=251>

- Annual Monitoring/Compliance Status

Online monitoring has been available one month with a much higher response rate than in years prior. SCHA has received over 200 responses with more outreach happening after the holidays. Ten percent of homeowners will be audited.

- Foreclosure Updates

42 Union Mill – Outstanding Balance: \$284,887 – Maximum Resale: \$355,000 – Sale Date: 1/11/19. The property is currently under contract.

Financials/Proforma Updates: No Update

What's Happening in Housing: No Update

Other Matters: No Update

Memo



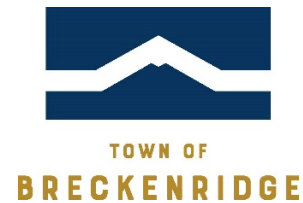
To: Breckenridge Town Council Members
From: Haley Littleton, Communications
Date: 1/2/2019
Subject: January Communications Report

Social Media:

- Instagram: 1,297 followers
- Twitter: +57 followers in the past 28 days (5,899), 74.1k tweet impressions (increase due to paid promotion), mentions and profile visits down slightly.
- Facebook: 8,835 followers (+147), engagement up 42% (due to paid promotion). Posts with biggest organic reach: post about new parking structure had a reach of 4.1k people.

Campaigns:

- **Troll:** Staff is involved in the committee working on logistics and messaging for the re-location of Isak Heartstone.
- **Transit:** Staff is conducting a social media promotion of our newest Free Ride illustrations from December 20 until January 6. So far, on Twitter, the post has ~22.5k impressions and the audience was geared towards those who are interested in Breckenridge and skiing. On Facebook, the promotion has reached ~5k people and the audience was focused on those within a 30-mile radius of Town.
- **STR:** Staff has released the microsite based on information regarding short term rentals (www.strhelperbreck.com). Staff promoted via social media and the council newsletter list. Krystal News and Summit Daily News will cover the new hotline. Staff is also in communication with Summit County to partner on the promotion of the hotline when the County regulations go into effect in June 2019.
- **Broadband:** Group will have a follow up meeting on January 22 with Launch to review their branded concepts and marketing strategy for the new fiber network. Staff will present strategy and design to Council.
- **Recycling:** Staff is working with Jessie Burley and Green Team for a potential video promotional opportunity. Staff will continue to incorporate recycling messaging into external and internal communications.
- **Website:** Staff continues to work with Siteimprove and Vision Internet to better manage website content and ensure that the website is accessible per ADA requirements. Staff will be conducting trainings with website users to ensure that all content being updated is ADA compliant.
- **Water:** Staff is working with Hyder on public information and outreach regarding the North Water Treatment Plant. Staff is also working on information regarding Town-controlled backflow operations.



Memo

To: Breckenridge Town Council Members
From: Rick Holman, Town Manager
Date: 1/2/2019
Subject: Committee Reports

SUMMIT STAGE ADVISORY COMMITTEE	December 5, 2018	James Phelps
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Ridership Summary October 2018

- Total October 2018 fixed-route ridership was 98,556, a 1.6% increase from October 2017 fixed-route ridership of 97,026.
- Ridership on the Lake County Commuter Route for October 2018 was 2,221 – an increase of 21.8% from October 2017 ridership of 1,824.
- October 2018 ridership on the Blue River Commuter Route was 423, a decrease of 19.3% from October 2017 ridership of 524.
- October 2018 paratransit ridership was 609 trips, compared to 604 trips in October 2017, an increase of 0.8%.

Summary of Operating Costs October 2018

- Operating expenses for October 2018 were \$915,521 compared to \$917,524 in October 2017.
- Total maintenance costs in October 2018 were \$75,698 compared to \$101,372 in October 2017.
- October 2018 fuel costs were \$55,428 compared with \$43,702 in October 2017.

Summit County Mass Transit Sales Tax Receipts September 2018

- September 2018 Mass Transit Sales Tax collections were \$824,211, down 1.17% or \$9,745 below September 2017 (\$833,956). YTD 2018 Mass Transit Sales Tax collections were \$8,827,411, up 6.34% or \$526,011 over 2017 (\$8,301,400).

Other Matters

- Summer 2019 schedule was discussed – same level of service as last year with a few minor changes:
 - Swan Mountain Express will run 4 trips a day
 - Lake County Commuter will have small changes to times
 - Blue River Commuter will have last trip at 8PM from Breck Station
 - Fairplay (Park County) bus will start in April – Summit Stage will use their own bus
- Two new members attended – Ryan Thomas from BSR and Tony Cammarata for Abasin
- Abasin – asked about Park and Ride options (High School) in the summer for employees
 - In 2020 Abasin will have summer activities – climbing area (Via Ferrata)
- Conversation regarding bus advertising wrap – Summit Stage will decide if they will allow advertisement for Breck Distillery
- There are now trailhead markers on the bus maps

The following is a recap of the most recent **Police Advisory Committee (PAC)** meeting, held on Wednesday, January 2, 2019. Meetings are held bimonthly. The reporting individual to the Council is Chief of Police Jim Baird.

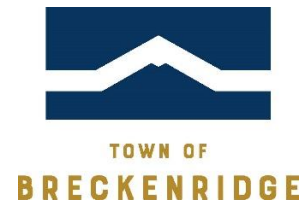
2019 Community Representatives in attendance: Carrie Balma, Dick Carlton, Tessa Rathjen, Jim Trisler, and Hal Vatcher.

Chief of Police Jim Baird and PAC members discussed the following:

- **Staffing Updates:** Chief Baird advised the group of the conditional offer that has been extended to AC candidate Deric Gress who is currently in backgrounds. He anticipates Gress to start mid-January. Chief Baird said Detective Katie Williams has given her resignation letter effective February 1st as she is going back to school for Computer Engineering. We have a signed confirmation of hire letter with Craig Kash who is currently employed by the City of Austin, Texas. Kash has three years of Patrol experience and will be starting with the department on January 23rd. We have a conditional offer extended to Jonathan Ramos for Police Trainee, and he will start the academy in Glenwood Springs on January 14th. We currently have 2 open positions.
- **Healthy Kids Colorado:** PAC member and Summit High Vice Principal Tessa Rathjen gave the group an in depth overview of the results for Summit High School from the 2017 survey. This survey is performed every other year for Colorado schools, and the high school spends considerable time education students on how important it is to answer honestly. Tessa told the group about mental and physical health services that are available on campus for students.
- **Internal Review Process:** Chief Baird explained the process of how we handle complaints against officers and our obligation to look at the incident objectively and not have a pre-determined idea of where the investigation should go. Our officers know that we will aggressively investigate all complaints, whether that would exonerate the officer or sustain the complaint against them. This discussion was in the context of the recent arrest of a BPD officer. There was a discussion regarding the expectations of officers holding other law enforcement accountable for their actions just as we would a citizen.
- **General Comments:** A discussion was held regarding the implementation of a yearly mental health “check –up” program that Chief Baird implemented successfully at his last agency. PAC members expressed unanimous support for a similar program to be offered to our officers.

Committees*	Representative	Report Status
CAST	Mayor Mamula/ Erin Gigliello	No Meeting/Report
CDOT	Rick Holman	No Meeting/Report
CML	Rick Holman	No Meeting/Report
I-70 Coalition	Rick Holman	No Meeting/Report
Mayors, Managers & Commissioners	Mayor Mamula/ Rick Holman	No Meeting/Report
Liquor and Marijuana Licensing Authority	Helen Cospolich	No Meeting/Report
Summit Stage Advisory Board	James Phelps	Included
Police Advisory Committee	Chief Jim Baird	Included
CMC Advisory Committee	Rick Holman	No Meeting/Report
Recreation Advisory Committee	Scott Reid	No Meeting/Report
Workforce Housing Committee	Laurie Best	No Meeting/Report
Child Care Advisory Committee	Jennifer McAtamney	<i>Included as a separate agenda item</i>
Breckenridge Events Committee	Shannon Haynes	No Meeting/Report
Transit Advisory Committee	Jennifer Pullen	No Meeting/Report
Water Task Force	Gary Gallagher	No Meeting/Report
Communications	Haley Littleton	<i>Included as a separate attachment</i>

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



Memo

To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
Date: 12/26/2018
Subject: Shared Mobility

The intent of this discussion is to determine Council’s philosophy on shared mobility services, in the short and long term. To achieve this goal staff will provide Council with general information on shared mobility, as well as a brief description of the dockless bike program that operated in Town in the late summer and fall of this year. Then we would like to determine:

- If Council would like to see bike share or any other shared mobility option operating in Breckenridge – utilizing Town property.
- If Council would like to see bike share or any other shared mobility option operating in Breckenridge – not on Town property.
- If Council prefers not to see any shared mobility options operating in Breckenridge at this time.

Depending on the result of this conversation staff will return with an ordinance or ordinances to codify Council’s intent.

Shared Mobility

The Shared-Use Mobility Center defines “shared mobility” as “transportation services and resources that are shared among users, either concurrently or one after another. This includes public transit; taxis and limos; bike sharing; car sharing (round-trip, one-way, and peer-to-peer); ride sharing (i.e., non-commercial services like carpooling and vanpooling); ridesourcing or ride-hailing; ride-splitting; scooter sharing (now often grouped with bike sharing under the heading of ‘micromobility’); shuttle services and ‘microtransit’...”

Shared mobility options are becoming more and more popular in many jurisdictions from large cities to college campuses to smaller tourist locales. There are pros and cons associated with the integration of shared mobility options to meet the needs for middle and last mile travel. Generally, bike sharing (and possibly scooter sharing) supports a reduction of vehicles on the road thereby reducing Vehicle Miles Traveled (VMT) and carbon emissions. Since bike share has demonstrated effectiveness as a first/last mile strategy near transit hubs and in walkable corridors with high pedestrian traffic, it does have the potential to be effective in Breckenridge. It is important to note that the implementation of bike share and scooter share have also hindered pedestrian movement (blocking sidewalks, riding on sidewalks), resulted in theft and destruction of property, and littering.

Long Term Considerations

Shared mobility options may be a part of our long term transportation plan. With this in mind, as part of our transit master plan, we should consider the following:

- Developing a long-term mobility vision that includes shared-use mobility
- Create goals around the percentage of travelers utilizing each particular type of transportation or the number of trips using each type (Modal Split).
- Assign a staff member as “Mobility Czar”

Dockless Bikes in Breckenridge

As you are aware, Urbike arrived in Breckenridge this past summer. Urbike is a dockless, GPS based bike sharing system that touts itself as a smart solution for last mile, local transportation. Urbike was operated by Breck Bike Guides from the end of summer through the fall. The bikes were removed from operation before the first significant snowfall with the intent of redeploying in the spring. Staff had a few conversations with the operators to discuss deployment strategies and operational concerns. In addition, Breck Bike Guides provided some data on bike usage (copy attached).

Staff Concerns

Staff, including Chief Baird, have reviewed the issues generally associated with bike share and scooter share operations. Primarily these concerns are:

- Safety (focused on e-scooters)
- Clutter/Litter
- Pedestrian impediments
- Operation of electric mobility options in areas currently prohibited

Of these, only safety, was not an issue during the Urbike deployment in 2018.

Conclusion

- Would Council like to see bike share or any other shared mobility option operating in Breckenridge – utilizing Town property?
- Would Council like to see bike share or any other shared mobility option operating in Breckenridge – not on Town property?
- Does Council prefer not to see any shared mobility options operating in Breckenridge at this time?

If Council moves forward with bike share or scooter share – on or off Town property – staff return with recommendations for restrictions and regulations.

Staff will be available at the work session on January 8th to discuss and answer any questions.



Total Trips: 1,988

Period: Aug 1-Oct 31, 2018

Trips by Day

SUN: 266	MON: 234	TUE: 260	WED: 301	THUR: 331	FRI: 316	SAT: 280
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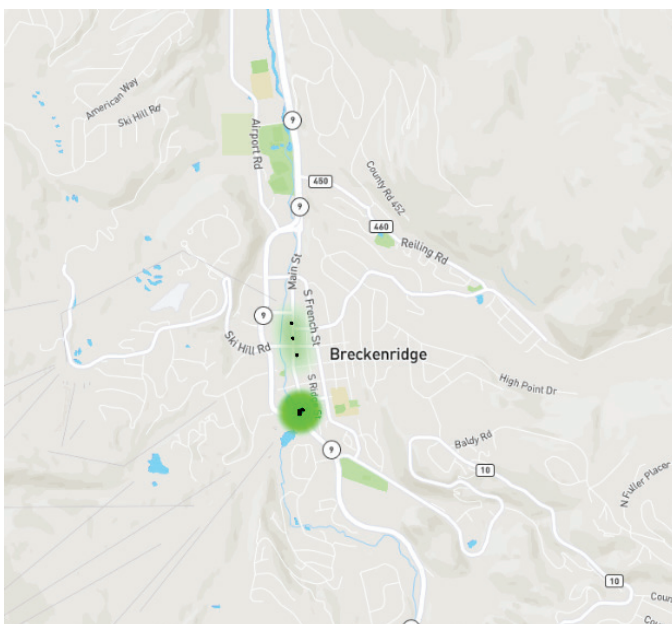
Trips by Hour

0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00
167	87	68	45	34	27	19	17	7	1		1	6	17	47	91	136	183	198	156	164	181	164	172

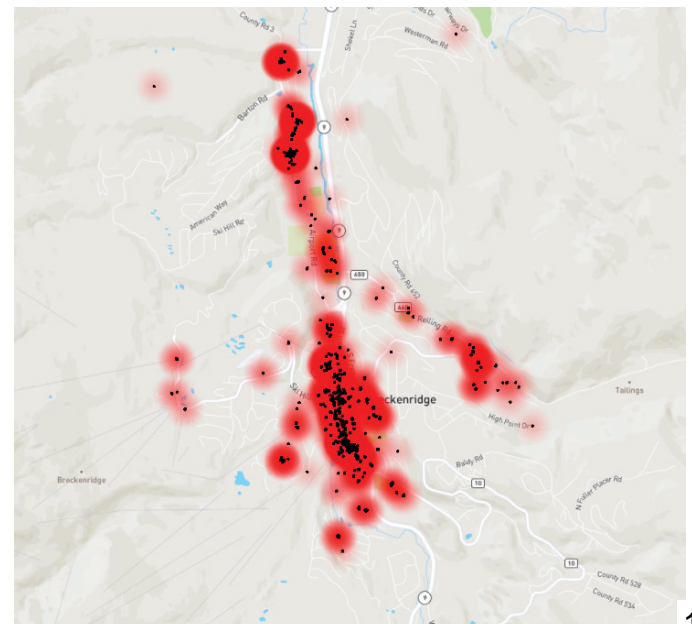
Trip Lengths

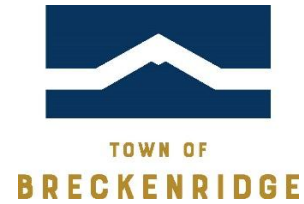
Hours	< 1	2	3	4	5	6 >
Trips	1802	103	15	6	4	4

Trip Starting Points



Trip End Points





Memo

To: Town Council
From: Scott Reid, Director of Recreation
Date: 12/28/2018
Subject: Field House Needs Assessment Update

Summary

As directed by Town Council, staff has worked with a consultant and other staff members from Summit County Government and the Towns of Frisco and Silverthorne to develop a needs assessment/feasibility analysis for an indoor field house facility within Summit County. Staff is presenting the results from the first phase of the analysis and seeks Council direction as to whether the Town should join the other partners to allocate additional funding to complete the indoor field house assessment. The final phases would focus on the facility programming, cost estimating, and identifying potential locations.

Background

One of Town Council's 2018 goals was to, "*Determine the feasibility of a countywide partnership for the construction of a field house*". This goal was established to address citizens' comments seeking indoor space for team sports, particularly youth field sports.

The Town agreed to partner with Summit County Government, the Town of Frisco, and the Town of Silverthorne to equally cost share on a needs analysis and feasibility study for a field house somewhere in Summit County.

Staff members from the four partner entities initiated a request for proposal process and selected Denver-based Ohlson Lavoie Collaborative (OLC) as consultants to perform the field house needs assessment. OLC was chosen due to their needs assessment experience in other mountain towns, their national perspective on recreational facilities, their polling data partnerships, and their fee structure.

In April, Town Council directed staff to complete phase 1 of the needs assessment, and then present results to Town Council to determine whether to proceed with the remainder of the assessment. Staff is now fulfilling that directive by presenting the preliminary findings from phase 1 of the research and seeking a decision on funding the remaining research elements.

Research elements

Phase 1 of OLC's research include:

- An assessment of existing, countywide recreational facilities.
- A market analysis of the population and demographic trends in Summit County and a service area based on a 45-minute drive from Farmer's Kerner.
- Facilitated stakeholder meetings with opinion leaders and local sports clubs representatives.
- Statistically valid, mail-in surveys of a sample of Summit County voters.
- An opt-in, online convenience survey with comment sections.

The initial results of this research were provided by OLC at the December 6th Mayors, Managers and Commissioners meeting and are attached. Summary points include:

- Summit County's alpine environment and resulting weather patterns challenge some youth field sports participants and their families to practice, compete, and train locally.
- The existing recreational amenities within Summit County are well utilized.
- Summit County's population projections, demographic trends, and average recreational spending levels suggest increasing demand for recreational amenities.
- A full-sized indoor field turf space and walking/running track were identified as the highest priorities for a conceptual field house.
- Important capital and operational funding questions remain.
- There is a moderate amount of support for the construction of an indoor field house in Summit (48% of voters), with a minority (31%) opposing the potential expense of a field house.

During OLC's presentation at the Mayors, Managers, and Commissioners meeting, representatives agreed to ask their respective elected entities to consider funding the remaining research phases so that the analysis can be completed. The Town of Frisco and Summit County Government have already evaluated and approved support for the final study phases, pending support from the other governmental partners. The Town of Silverthorne is scheduled to discuss the topic on January 9th.

Cost Considerations

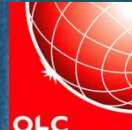
Phase 1 of the field house needs assessment was \$26,250, or \$6,562.50 per each partner entity. Phases 2 and 3 together are contracted not to exceed \$38,000, or a maximum of \$9,500 per each of the four partner entities.

Conclusion

Staff seeks Town Council direction regarding whether to participate with Summit County, the Town of Frisco, and the Town of Silverthorne to complete phases 2 and 3 of the indoor field house needs assessment/ feasibility study. The total additional cost for the Town would not exceed \$9,500.

Summit County Colorado

Field House Needs Assessment / Feasibility Study



Needs Assessment



- **Phase 1: (\$26,250)**
 - Background review
 - Stakeholder Input
 - Market Analysis
 - Mail-in, statistically valid survey
 - Opt-in, online survey

*****Decision Point*****
- **Phases 2 and 3 (\$38,000)**
 - Building programming
 - Site requirements
 - Cost estimate
 - Location



- **Phase 1:**
 - **Steering Committee**
 - **History and Context: SCAFNA (2007), Existing Facility Review**
 - **Stakeholder Input- June 14, 2018 meetings**
 - **Market Analysis- Summit County and “Service Area” Evaluation**
 - **Mail-in, statistically valid survey**
 - **Opt-in, online survey**



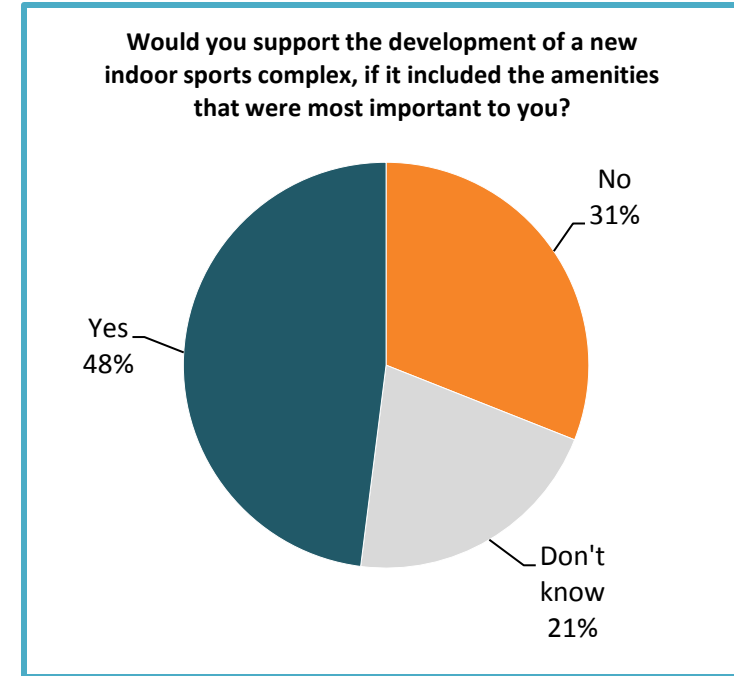
Stakeholder Meetings Summary:

- Prolonged winter; alpine environment
- Year-round, youth sports needs
- Indoor turf field and running track priorities
- Cost and funding questions- capital, operational

Market Analysis Summary:

- Summit County and “Service Area” trends
- Population growth
- Demographic changes
- Recreational spending

- 2018 Survey of Summit County Residents
- National Research Center, Inc. Boulder, CO
- 2,100 Unique Households
- Tear-off Postcard Survey
- Sep. 8 – Oct. 15, 2018
- 463 Responses
- Margin on error is +/- 4.6%

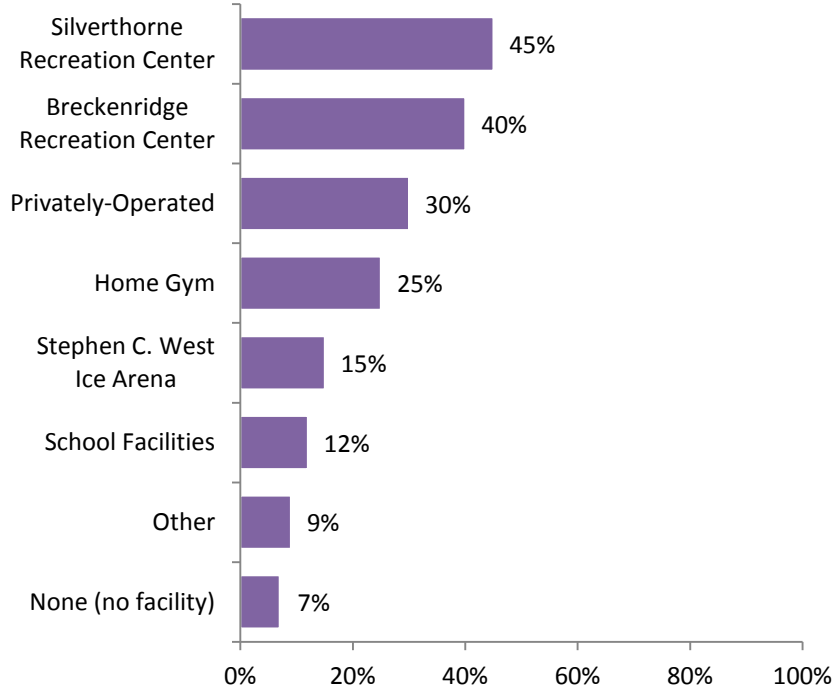


Current Use

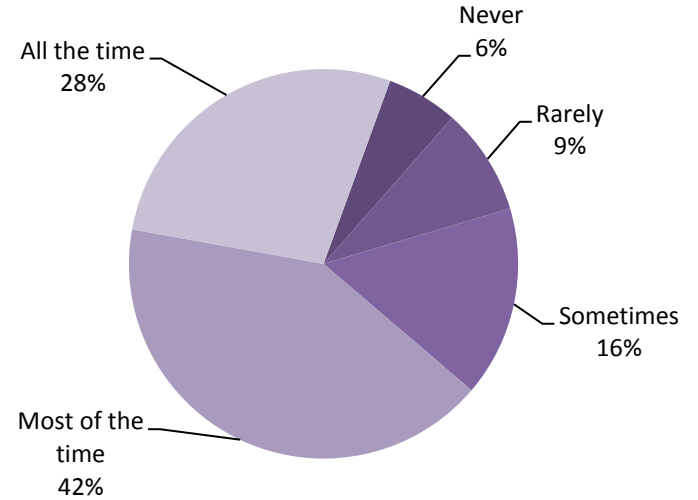
- **Most Summit County residents are using a local facility for indoor recreation.**
- **Only 7% not selecting any of the options.**
- **The most commonly-used facilities were the town recreation centers; people also used privately-operated gyms and home gyms.**
- **70% of residents have indoor recreational needs met “most of the time” or “all of the time”.**

Current Use

Please check all the indoor recreation facilities that you or members of your household currently utilize? (Check all that apply)



Do current indoor recreation facilities in Summit County meet your indoor recreational/athletic needs...



If not all of the time, why not? (Check all that apply)

Costs too much	45%	120
Inadequate facilities or equipment	34%	
Not open when I need	24%	
Seasonal use	24%	
Location not convenient	23%	

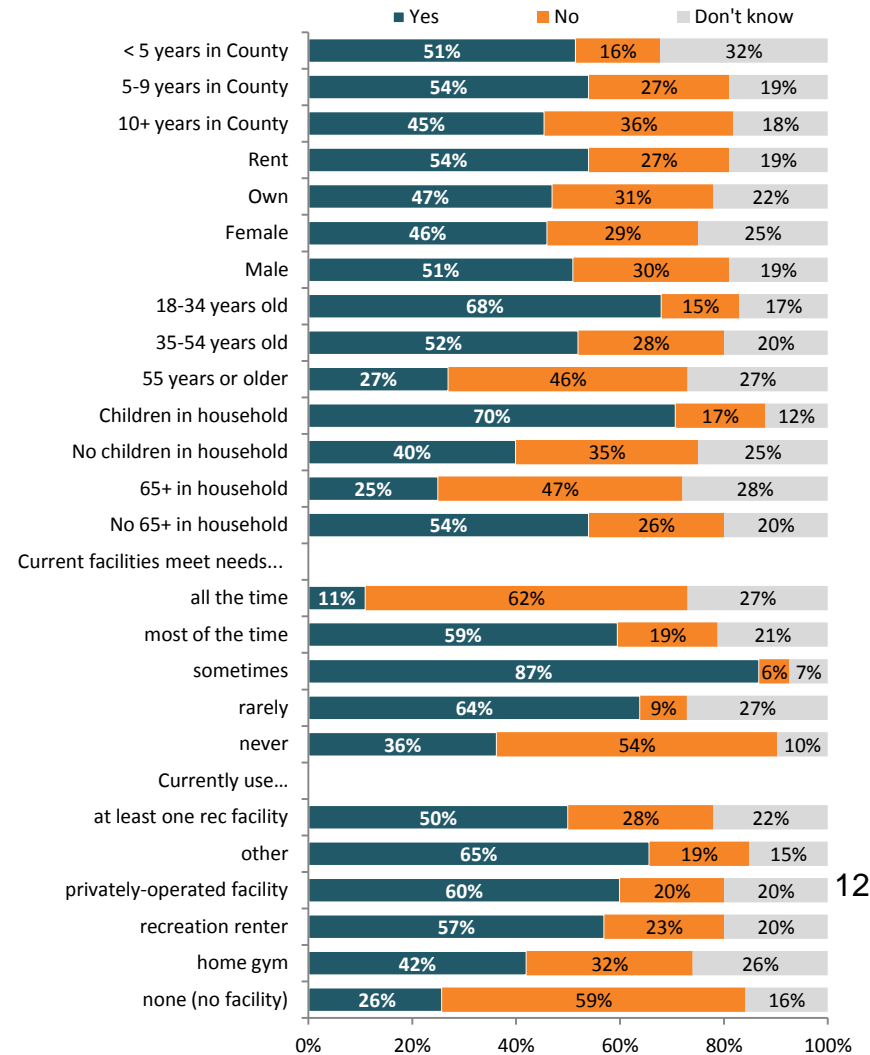
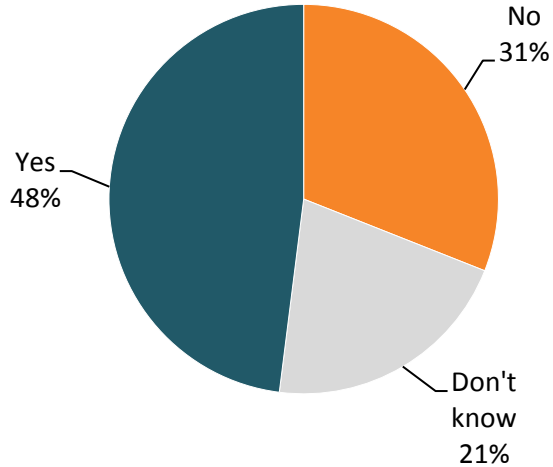
Support for New Facility



- **About half (48%) of respondents supported the development of a new indoor sports complex**
- **Support was strongest among younger people (68% age 18-34) and from people with kids (70%).**

Support...

Would you support the development of a new indoor sports complex, if it included the amenities that were most important to you?



Desired Amenities

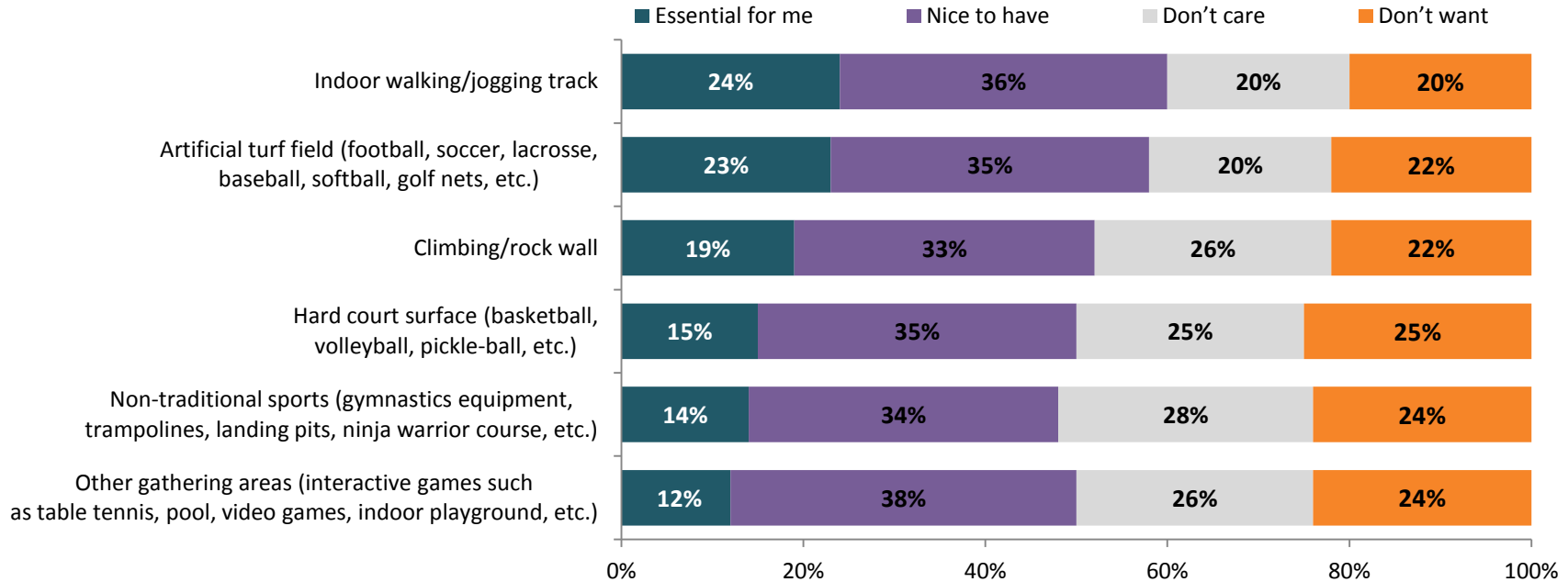


- **An indoor walking track (60%) and artificial turf field (58%) were deemed “essential” or “nice to have”.**
- **However, about half or more were interested in other potential amenities in the list.**
- **About half (52%) of those who would use the facility will drive up to 15 minutes, and 44% would drive 30 minutes. Very few would drive longer than that.**

Desired Amenities



If an indoor community sports complex was built, what would you like to see included in the building?





How many minutes would you or other members of your household be willing to drive (one way) to use an indoor community sports complex?

	Percent of all respondents	Percent of respondents who would use
Up to 15 minutes	39%	52%
16 to 30 minutes	33%	44%
31 to 45 minutes	1%	2%
46 minutes or more	2%	2%
Won't use	24%	---

Funding Options

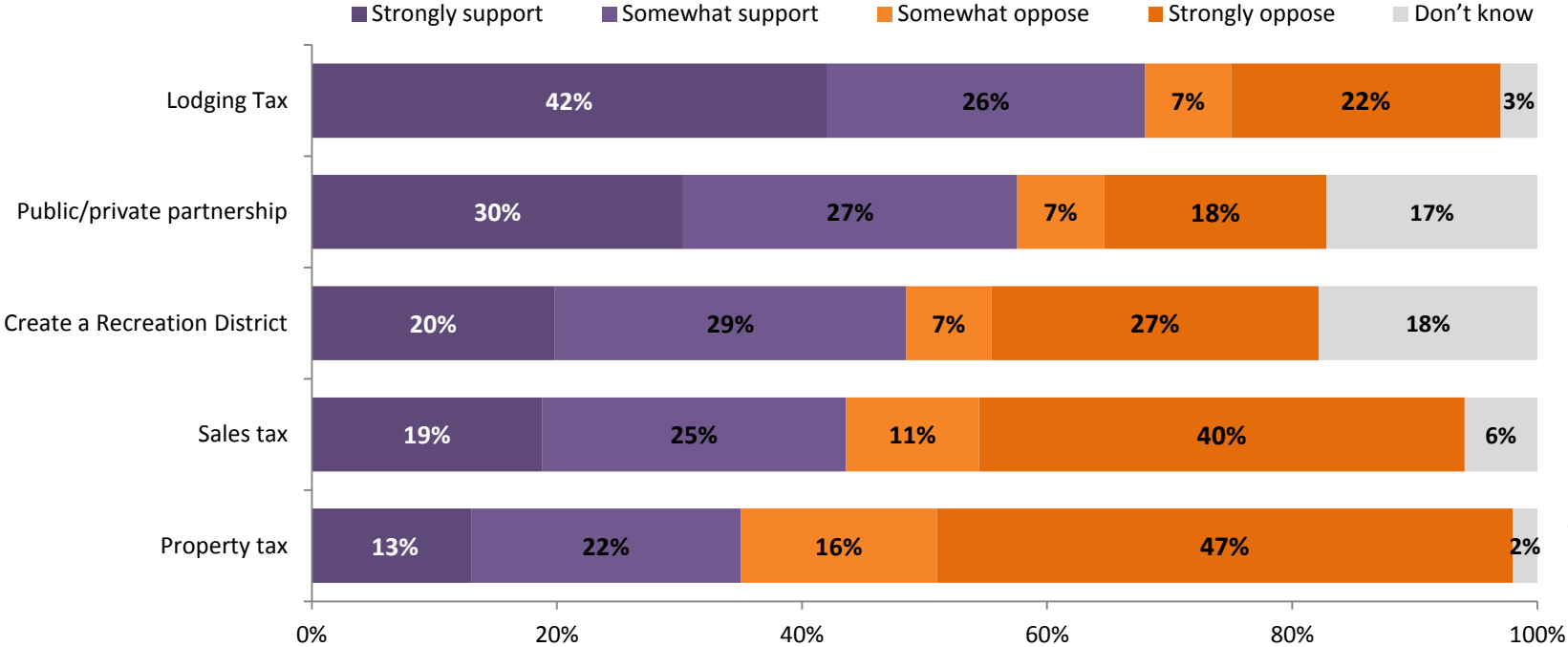


- **Residents would prefer to pay for the new facility through a lodging tax (about two-thirds strongly or somewhat supported this option).**
- **Public/private partnership (57%) also scored highly.**
- **Strongest opposition toward increased property taxes (47% strongly opposed and 16% somewhat opposed this option).**

Funding Options



How strongly would you support or oppose using each of the following as a way to fund the new indoor community sports complex?



Online “Opt-In” Survey Results



NRC
National Research Center Inc

- Not a statistically valid survey of County Residents
- After conducting the mail-in survey
- 1,976 Interested residents responded

Current Use – Opt-in Survey

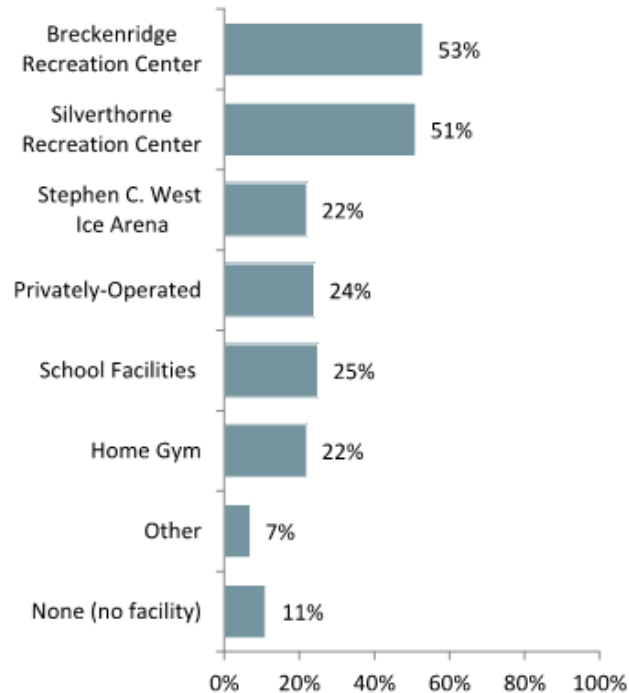


- **Most Summit County residents responding to the online survey are using a facility for indoor recreation**
- **Only 11% did not select any of the options.**
- **The most commonly used facilities were the town recreation centers, but many also used privately-operated gyms and home gyms.**

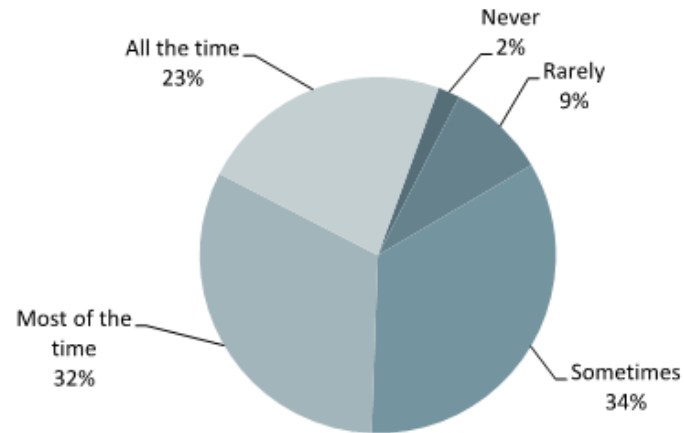
Current Use – Opt-in Survey



Please check all the indoor recreation facilities that you or members of your household currently utilize? (Check all that apply)



Do current indoor recreation facilities in Summit County meet your indoor recreational/athletic needs...



If not all of the time, why not? (Check all that apply)

Inadequate facilities or equipment	47%
Seasonal use	37%
Costs too much	30%
Not open when I need	26%
Location not convenient	23%

Support for New Facility

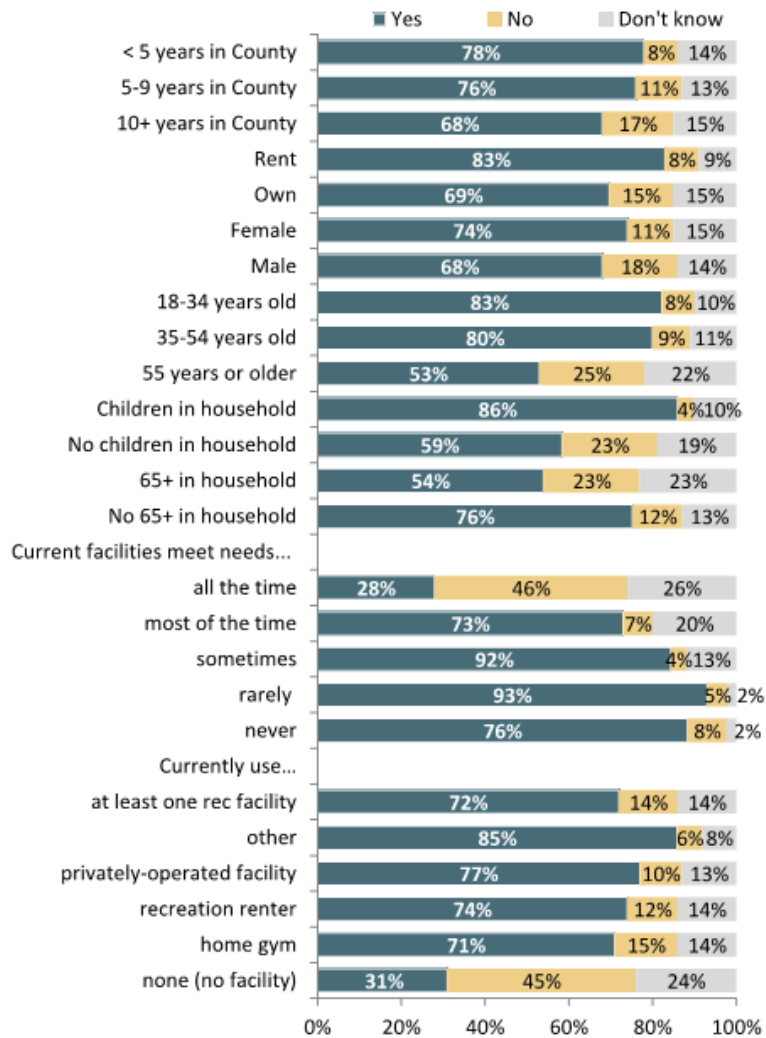
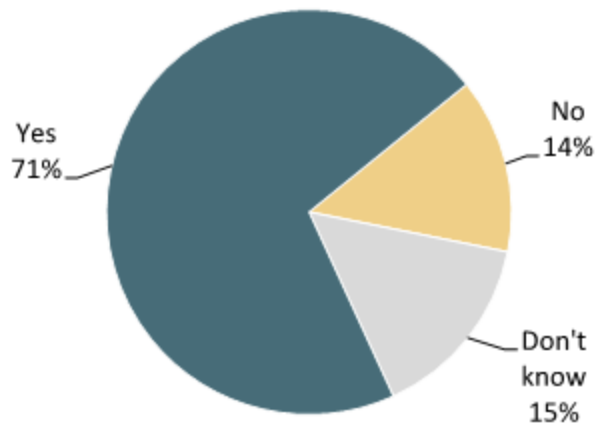


- **Most respondents (71%) to the online survey supported the development of a new indoor sports complex**
- **Support was strongest among people with kids (86%), younger people (83% of age 18-34) and people who rented their home (83%).**

Support...



Would you support the development of a new indoor sports complex, if it included the amenities that were most important to you?

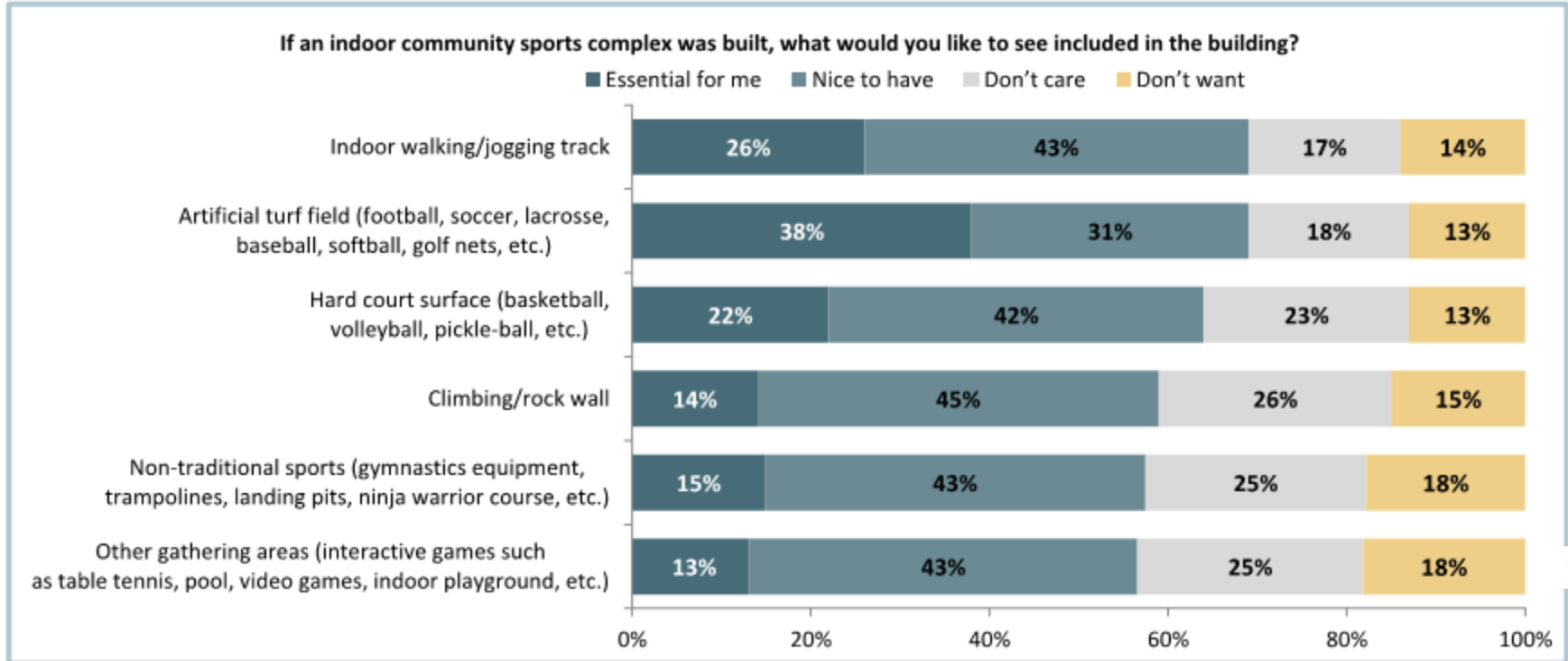


Desired Amenities – Opt-in Survey



- **Indoor walking tracks (69% essential or nice to have) and artificial turf fields (69%) were identified as priorities.**
- **However, about half or more were interested in the other potential amenities in the list.**
- **About 40% of those who would use the facility will drive up to 15 minutes, and 50% would drive 30 minutes. Very few would drive longer than that.**

Desired Amenities – Opt-in Survey



Travel Time – Opt-in Survey



How many minutes would you or other members of your household be willing to drive (one way) to use an indoor community sports complex?

	Percent of all respondents	Percent of respondents who would use
Up to 15 minutes	39%	44%
16 to 30 minutes	41%	47%
31 to 45 minutes	6%	7%
46 minutes or more	1%	1%
Won't use	12%	---

Funding Options – Opt-in Survey



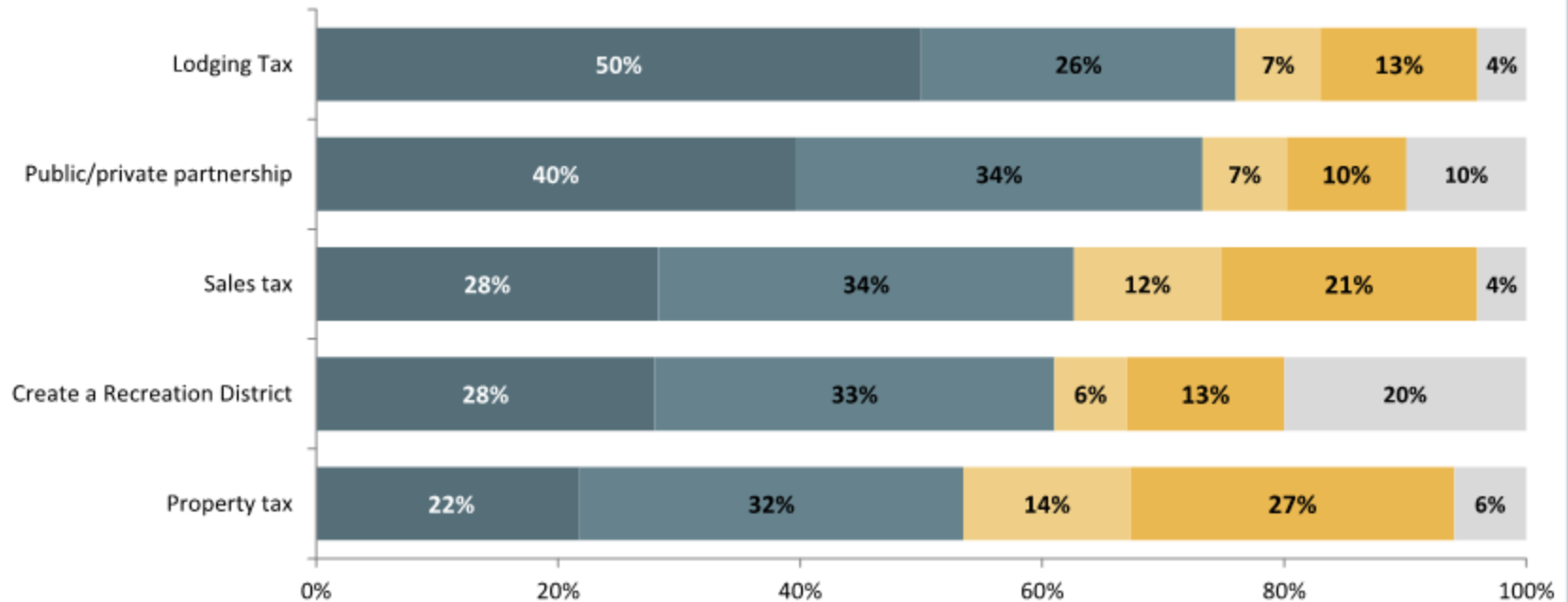
- **Respondents would prefer to pay for the new facility through a lodging tax (about two-thirds strongly or somewhat supported this option).**
- **Strongest opposition toward increased property taxes (27% strongly opposed and 14% somewhat opposed this option).**

Funding Options – Opt-in Survey



How strongly would you support or oppose using each of the following as a way to fund the new indoor community sports complex?

■ Strongly support ■ Somewhat support ■ Somewhat oppose ■ Strongly oppose ■ Don't know





35 pages

- **Majority supported the concept.**
- **Opinions ranged from strong support to adamant opposition.**
- **Many comments sought more information on programming and costs.**
- **Many sought specific athletic facility options (i.e. youth field sports, pickleball, aquatics).**
- **Capital and operational cost concerns.**
- **Location questions.**



- **Phase 1:**

- Background review
- Stakeholder Input
- Market Analysis
- Mail-in, statistically valid survey
- Opt-in, online survey

_____ *****Decision Point***** _____

- **Phases 2 and 3**

- Building programming
- Site requirements
- Cost estimate
- Location



Questions?



Memo

To: Mayor and Town Council
From: Rick Holman, Town Manager
Date: 1/2/2019
Subject: Renewal of Contract for Services with BTO

The Contract for Services with the Breckenridge Tourism Office (BTO) expired on December 31, 2018. This contract originated in January of 2016 and was for a 3-year period.

Attached is a new Contract for Services with BTO with some slight revisions. BTO is requesting this contract be for a 5-year period which staff supports. There is still language in the contract that allows for annual appropriations of funds and also the ability to terminate the contract without cause with 30 days advanced written notice. The attached copy of the Contract is blacklined to show the proposed changes.

Under this new contract for services, BTO will still be required to submit a marketing plan each year and provide monthly verbal reports to the Council. Written reports will be made available upon request from the Town.

If the Town Council has no concerns with the Contract for Services as written, the Town Manager will execute the document with the BTO.

201619 - 201823 CONTRACT FOR SERVICES

This Agreement (“*Agreement*”) is made and entered into effective the 1st day of January 2019~~6~~, by the between the Town of Breckenridge, a Colorado municipal corporation (“*Town*”) and the Breckenridge Tourism Office, Inc., a Colorado non-profit corporation (“*BTO*”).

WHEREAS, the Town has made funds available in the Town’s annual 2019~~6~~ budget for the purpose of marketing and promoting the Town as a year-round resort community, and to promote and market activities and events beneficial to the economic vitality of the community; and

WHEREAS, the Town anticipates making additional funds available for such purposes in its ~~202017~~ through and 201823 annual budgets; and

WHEREAS, the Town and BTO desire to establish the terms and conditions under which BTO will provide marketing, promotional, advertising, events and other related services as are hereafter described for the benefit of the entire community of Breckenridge; and

WHEREAS, on November 2, 2010, the voters of the Town approved a 1% increase to the Town’s Accommodations Tax beginning January 1, 2011 to provide sustainable marketing funds; and

WHEREAS, the intention of the dedicated marketing stream is for the betterment of the entire Breckenridge community; and

NOW, THEREFORE, the parties hereby agree that the BTO shall perform the services set forth in this Agreement and Town shall compensate BTO for those services all according to the following terms and conditions:

1. Scope of Services

BTO agrees to provide marketing services for the Town which promote and market the Town as a year-round resort community. BTO’s marketing program and services shall be designed and implemented to benefit the entire Breckenridge community. Attached hereto as **Exhibit “A”** is the approved Marketing Plan for 2019~~6~~. In addition, BTO agrees to provide space of a size and quantity reasonably acceptable to Town in the various BTO marketing and sales channels for the promotion of Town services and facilities as they relate to the year-round visitor to the Town. BTO shall also provide the Town the opportunity to include information promoting Town services and facilities in BTO marketing and sales channels at no additional charge. The Town shall be responsible for providing the BTO with materials and/or information at the Town’s expense. Unless this Agreement is sooner terminated, Exhibit “A” will be updated **each year from 2019 to 2023 in 2017 and 2018** to reflect the approved Marketing Plans **presented first in 2019 and in each subsequent year. for the years 2017 and 2018.**

2. Contractual Relationship

The BTO is a non-exclusive independent contractor to the Town under the terms of this Agreement. It is not the intent of this Agreement to form any other legal relationship beyond this Agreement, and, specifically, it is expressly understood and agreed that Town and BTO are not engaged in a partnership or joint venture and that the BTO is at all times acting and performing hereunder as an independent contractor and not an employee of the Town.

3. Term

The term of this Agreement shall commence on January 1, 2019~~6~~ and shall expire on December 31, 2018~~23~~, unless sooner terminated as hereafter provided.

4. Budget Approval

As a condition of payment to the BTO, BTO agrees to expend monies strictly in accordance with its approved marketing budget, which is included in the 2016~~9~~ Marketing Plan (**Exhibit "A"**); and will be provided ~~subsequently~~ no later than November 15th **for each subsequent year of the contract, 2016 for 2017's Marketing Plan and no later than November 15, 2017 for 2018's Marketing Plan.** Prior to any significant strategic deviation **that may cause BTO to alter its marketing budget and/or its core purpose as set forth in the Marketing Plan,** BTO shall notify the Town in writing of the proposed deviation. Proposed deviations shall be presumed approved unless the Town files written objection with BTO within fifteen (15) days of receipt of the BTO's written notice of its proposed marketing budget deviation. If the Town files written objection with the BTO, the parties shall meet for the purpose of attempting to resolve the Town's objection. It is specifically understood and agreed the monies paid by the Town shall be utilized solely in accordance with BTO's marketing budget and shall not be expended for other BTO activities or Central Reservations. Unauthorized deviations in the expenditure of budgeted marketing amounts by BTO shall be grounds for immediate termination of this Agreement without compliance with the notice and cure provisions of Section 9. All decisions made by BTO concerning the adoption, implementation or modification of the BTO Marketing Plan or budget shall be made at meetings open to the general public.

5. Accounting Records

The BTO agrees to keep current, accurate books of account in accordance with generally accepted accounting principles. Said books of account shall be kept at the BTO's principal place of business and shall be open for inspection and copying by the Town during regular business hours. Such books shall be closed and balanced at the end of the fiscal year, and an audit shall be made as of the closing date by an independent auditing firm, with a copy thereof to be supplied to the Town no later than September 1 of each year of this Agreement detailing expenditure of all marketing funds by BTO of the previous year during the term of this Agreement. The cost of the audit shall be paid by BTO out of its general budget.

6. Consideration

6.1 Subject to those deductions and offsets as hereinafter set forth, Town agrees to pay to BTO for its services under this Agreement the sum of ~~\$4,768,000~~ ~~3,836,300~~ for 2016~~9~~, and amounts to be determined by the Breckenridge Town Council for **each subsequent year of the contract, 2017 and 2018.** Such sum shall be paid from the Town's Marketing Fund, and used only to implement the BTO's marketing program as described in this Agreement.

6.2 Payment to BTO as described in Section 6.1 shall be made in 2016~~9~~ in accordance with the payment schedule described in the attached **Exhibit "B"**, or as otherwise mutually agreed to in writing by the parties. Payment to BTO for 2019 **and each subsequent year of the contract 7 and 2018** shall be mutually agreed upon by December 15th **of each year. 2016 and 2017 and by December 15, 2017 for 2018.**

6.3 So long as the Town is not in default under the terms of Agreement, it shall be a regular voting member of the BTO Board of Directors without further payments or assessments.

7. Additional Funding

As conditions precedent to payment by the Town under this Agreement, BTO shall:

7.1 Obtain additional funding from the Breckenridge Ski Resort in an amount of not less than \$150,000 annually for the term of this Agreement as set forth in **Exhibit "C"**, which funds shall be used exclusively for BTO marketing services.

7.2 Contract with a third party **lodging referral vendor (JackRabbit in 2019). Reservations vendor to perform the Central reservations function.** Any funds received from this arrangement shall be used solely for the approved Marketing Plan described in ~~the~~ **this** Agreement.

8. Exclusive Option to Purchase BTO's Intellectual Property. BTO acknowledges that the Town's past funding (with tax dollars) has substantially assisted BTO in developing certain intellectual property rights relating to the marketing of the Town, its businesses, attractions, and vacation opportunities. BTO and Town agree that upon the occurrence of the limited circumstances described in this Section the Town should have the opportunity to acquire BTO's intellectual property rights as described in this Section for the Town's future use in its marketing activities. Accordingly, for and in consideration of the past funding provided to the BTO by the Town and the money to be paid to the BTO by the Town under this Agreement, the receipt and sufficiency of which is hereby confessed and acknowledged by BTO, BTO hereby grants to Town the exclusive and irrevocable option ("***Option***") to purchase BTO's Intellectual Property as defined below upon the following terms and conditions:

- A. **"BTO's Intellectual Property" Defined.** As used in this Section, the term "BTO's Intellectual Property" means: all of BTO's domain name(s) used in marketing the Town, including, but not limited to "gobreck.com"; photographs; videos; copyrights; patents; trademarks; trade names; and

other intangible property and intangible property rights used by BTO in the performance of its marketing activities for the Town under this Agreement, but does not mean or include the names, photographs, videos, copyrights, patents, trademarks, trade names or other intangible property or intangible property rights.

- B. Term of Option. The term of this Option commences as of the date of this Agreement and ends, unless the Option is sooner exercised by the Town, one (1) year after the first to occur of: (i) the expiration of the term of this Agreement as described in Section 3, or (ii) the termination of this Agreement for any reason prior to the expiration of the term of this Agreement.
- C. Exercise of The Option. The Option may be exercised by Town only if: (i) BTO is dissolved, either voluntarily or involuntarily, through the office of the Colorado Secretary of State and not reinstated within 30 days after dissolution; (ii) BTO ceases for any reason providing those marketing services for the Town described in Section 1; or (iii) BTO ceases operations for a period of thirty (30) consecutive days.
- D. Manner of Exercising The Option. If the Town elects to exercise the Option, it must give written notice of the exercise of the Option to BTO in accordance with the provisions of Section 16.
- E. Date of Closing. Closing of the sale and purchase of BTO's Intellectual Property will be held at a date, time, and location mutually agreeable to Town and BTO; but in the absence of an agreement the date, time and location shall be determined by Town. The date for such closing shall be not less than fifteen (15) nor more than thirty (30) days following the giving of Town's notice of exercise of the Option as described in Subsection C, above.
- F. Closing. At closing the Town shall deliver to BTO the purchase price (as hereafter defined) in good funds which comply with Colorado law. BTO shall execute and deliver to Town a bill of sale and other assignment documents sufficient to convey BTO's Intellectual Property to Town free and clear of all liens and encumbrances. The form and substance of the bill of sale and other assignment documents shall be subject to the reasonable approval of the Town's attorney.
- G. Purchase Price. In recognition of the significant financial role played by the Town in the development of BTO's Intellectual Property, the purchase price to be paid by Town to BTO for the Intellectual Property is One Hundred Dollars (\$100).

- H. No Other Offer To Sell or Mortgage By BTO. The Option is exclusive to the Town. BTO will not sell, mortgage, encumber, grant a security interest in, pledge, offer to sell or otherwise take any action to defeat the Town's exclusive rights under this Section.
- I. Specific Performance. The obligations of the BTO under this Section are specifically enforceable. In connection therewith, the prevailing party shall be entitled to recover its reasonable attorneys fees, court costs and expert witness fees from the other party.
- J. Notice of Town's Rights. BTO will execute such documents as the Town may reasonably request giving public notice of the Town's rights under this Section 8. Such documents may be recorded with the Clerk and Recorder of Summit County, Colorado, or other appropriate governmental agency.

9. Default; Resolution Of Disputes

9.1 Default. A default shall exist under this Agreement if any party violates any covenant, condition, obligation required to be performed hereunder. If any party ("**Defaulting Party**") fails to cure such default within twenty (20) days after another party ("**Non-Defaulting Party**") gives written notice of the default to the Defaulting Party, then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement. Notwithstanding any party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of any party to invoke the remaining provisions of this Section 9.

9.2 Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy ("**Executives**"). Any party may give another party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after receipt of said notice, Executives of the parties to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the notice of dispute, or if the parties fail to meet within twenty (20) days, any party to the dispute may initiate mediation of the controversy as provided below.

9.3 Litigation. Any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof, which has not been resolved by the methods set forth above within sixty (60) days of the initiation of mediation, may be finally settled by judicial action. Venue for any such action shall lie solely in the courts of Summit County, Colorado. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL TO ENFORCE OR INTERPRET THIS AGREEMENT.**

9.4 Extension Of Deadlines. All deadlines specified in this Section may be extended by mutual agreement.

9.5 Costs. Each party shall pay its own costs with respect to negotiation. The prevailing party in any judicial action shall be entitled to reimbursement from the other party for all reasonable costs and expenses, including attorney fees in connection with such judicial action.

10. Termination

This Agreement may be terminated for cause as provided in Sections 4 and 9, for a violation of Section 11, and for non-appropriation as provided in Section 17. Either party, upon thirty (30) days' prior written notice, may also terminate this Agreement without cause. In the event of termination, the parties shall promptly determine, or cause to be determined, the actual expenditures made by BTO under this Agreement to date of termination. In the event BTO's actual expenditures for services to be performed under this Agreement to date of termination are greater than the amount paid by the Town hereunder, the difference shall be paid to BTO by the Town within thirty (30) days of such determination. In the event BTO's actual expenditures for services to be performed under this Agreement to date of termination are less than the amount paid by the Town hereunder, the overpayment shall be repaid to Town by BTO within thirty (30) days of such determination.

11. Mandatory Immigration Provisions

11.1 Throughout the extended term of this Agreement, BTO shall not:

- A. knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- B. enter into a contract with a subcontractor that fails to certify to BTO that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

11.2 BTO has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment employment verification program. As used in this provision: (i) the term "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program; and (ii) the term "Colorado Department of Labor and Employment employment verification program" means the program established by Section 8-17.5-102(5)(c), C.R.S.

11.3 BTO is prohibited from using E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

11.4 If BTO obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, BTO shall:

A. notify such subcontractor and the Town within three days that BTO has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this Section the subcontractor does not stop employing or contracting with the illegal alien; except that BTO shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

11.5 BTO shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

11.6 If BTO violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 11, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, BTO shall be liable for actual and consequential damages to the Town.

12. Non-Assignability

It is understood that the Town enters into this Agreement based on the special abilities of BTO, and accordingly, BTO shall not assign this Agreement without the prior written consent of the Town, which consent may be granted, withheld or conditionally approved in the discretion of the Town.

13. Reports

13.1 ~~At any time TOB may request~~ and BTO shall ~~Not less than monthly during the term of this Agreement, BTO shall~~ submit to the Town a written report comparing actual marketing expenditures and income against budgeted marketing expenditures and income both for the month of the report and on a year-to-date basis, , plus such additional information as the Town may request. **This is in addition to verbal updates during formal Town Council sessions.**

13.2 ~~At any time TOB may request and BTO shall~~ ~~Not less than bi-annually during the term of this Agreement, once following the summer season and once following the winter season, BTO shall~~ submit to the Town a written report containing the following information:

- A. An outline of marketing services performed to date;
- B. The status of future marketing services to be performed by BTO during the remainder of the term of this Agreement;
- C. Comparisons of actual marketing expenditures and income against budgeted marketing expenditures and income for both the current quarter and on a year-to-date basis;
- D. **Quantifiable results of marketing expenditures to date;**

E.D. Such additional information as the Town may request.

13.3 Not less than annually, BTO shall submit to the Town, a written report analyzing and demonstrating the effectiveness of its various marketing activities for the preceding year and its success in attaining the evaluation criteria set forth in the approved marketing plan.

14. Sustainability

BTO shall affirmatively promote activities within the Town and marketing practices that are “environmentally friendly” and that reduce, insofar and is practical, the negative impacts of such activities on the environment. By way of example, and without limiting the generality of the preceding sentence, any special event produced by BTO involving the expenditure of funds received from Town pursuant to this Agreement shall be conducted by BTO in a manner that reduces, insofar as is practical, the negative impacts of the event on the environment. BTO shall consult with Town **and/or the Sustainability Committee** prior to holding any such event to obtain the Town’s suggestions as to ways to hold the event that complies with this Section.

15. Entire Agreement; Amendment

This written Agreement contains the entire understanding of the parties and no oral statements or representations not herein contained shall be of any force and effect between said parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties. Oral amendments to this Agreement are not permitted.

16. Notice and Communications

All notices required or permitted under this Agreement shall be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for Town, to:

Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Town Manager
Telecopier number: (970)547-3104
Telephone number: (970)453-2251

with a copy in each case (which shall not constitute notice) to:

Timothy H. Berry, Esq.
Timothy H. Berry, P.C.
131 West 5th Street
P. O. Box 2

Leadville, Colorado 80461
Telecopier number: (719)486-3039
Telephone number: (719)486-1889

If intended for BTO, to:

President/CEO
Breckenridge Resort Chamber, Inc.
P.O. Box 1909
Breckenridge, Colorado 80424
Telecopier number: (970)453-7238
Telephone number: (970)453-5054

Any notice delivered by mail in accordance with this Section shall be effective on the third business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this Section shall be effective upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to the intended recipient. Any notice delivered by hand or commercial carrier shall be effective upon actual receipt. Either party, by notice given as provided above, may change the address to which future notices may be sent. E-mail is not a valid method of giving notice under this Agreement.

17. Annual Appropriation

Notwithstanding anything herein contained to the contrary, the Town's obligations under this Agreement are expressly subject to an annual appropriation being made by the Town Council of the Town of Breckenridge in an amount sufficient to allow Town to perform its obligations hereunder. In the event sufficient funds shall not be appropriated for the payment of sums due to BTO hereunder, this Agreement may be terminated by either party without penalty. The Town's obligations hereunder shall 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.

18. Waiver

The failure of either party to exercise any of their rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

19. Applicable Law

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

20. Section Headings

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

21. Third Parties

This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party (except a party to whom BTO may assign this Agreement in accordance with the terms hereof) any right to claim damages or to bring suit, action or other proceeding against the Town or BTO because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

22. No Adverse Construction

Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement shall not be construed against either party based upon authorship.

23. Survival.

All unperformed obligations of this Agreement shall survive the termination or expiration of this Agreement.

24. Incorporation of Exhibits

All exhibits described in this Agreement are incorporated into and made a part of this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, Town Clerk

BRECKENRIDGE TOURISM OFFICE, INC., a Colorado non-profit corporation

Richard Sosville, Chairman of the Board of Directors

Ginny Vietti, Vice-Chair of the Board of Directors

DRAFT

EXHIBIT A

2019 MARKETING PLAN

Breckenridge Tourism Office

2019 Business/Marketing Plan

The BTO will continue building on successes achieved over the past three years. Our business focus for 2019 remains on attracting out-of-state, destination guests during the spring, summer and fall seasons, while supporting the Ski Resort during the winter months. The BTO will continue providing high quality Guest Service Training (One Breckenridge, and Breckenridge 101 orientations) as well as, occupancy and market data to our business community. We will assist the Town of Breckenridge with research for special project decision-making and results assessments; and market messaging as requested.

Top-line Summary of 2015-2018 Results.

While there has been tremendous growth in the Front Range and Colorado Springs metro areas over the last 3 years, (appx 100,000 new residents per year) Breckenridge has continued growing destination occupancy in the spring, summer, and fall seasons. Room nights booked grew 23% during this timeframe. (DMX Summer 2015 Occupancy 34.3%/132,656 room nights; DMX Summer 2018 Occupancy 39.4%/163,710 room nights) Out-of-state summer visitor segment remains fairly constant at 55% on an increasing base number and is approaching winter segment of 58% for winter 17/18. Lodging length of stay has increased from 4.5 nights in 2015 to 5.1 in 2018. (RRC Intercept)

Since 2015, lodging accommodations tax collections have increased 33%, and overall sales tax collections increase 31% (2018 forecast/source: 2019 ToB budget).

NPS (propensity to recommend) has remained fairly consistent at 86. Notably, our “perceived value” scores, 8.6 out of 10, have improved over the last two summer seasons as well as over winter 2017. We believe this will be an important driver of repeat visitation.

Our largest and most important marketing project in 2018 was the redevelopment of our website. It is industry leading, mobile-first technology and has been awarded “Outstanding Travel Website” from the WebAwards, with a potential key award, National Webby, still pending at this time.

We received the 2018 Best DMO (community population under 25,000) from Colorado Meeting & Events Magazine.

BTO garnered significant international recognition for Breckenridge and BCA by sponsoring a signature event at Mile Hi during IPW (largest US international trade show). 1500+ international trade, media and vendor representatives were in attendance. This was done in partnership with VisitDenver.

We have improved all BTO produced events with increased funding and focus on security/safety and sustainability. We have extended these requirements on third party events via the SEPA process. Oktoberfest exceeded budgeted revenue, and ISSC garnered 63 million in media impressions with a quality score of 71 (BTO average is 60).

Our largest and most important community project is the Destination Management Plan. It is work in progress with an expected completion date of March 2019. To date, we have involved over 350 residents in this collaborative planning/visioning exercise.

BTO constantly evaluates results of our initiatives, using the best technologies that we can afford. In 2018 we added Arrivalist (measures visits/ad exposure); JackRabbit (direct lodging referral from BTO website) and HubSpot (customer database management). The marketing team trains continually to ensure that we utilize these new tools to their full potential in fine tuning/adjusting our marketing initiatives based on customer behavior in real time.

Automating some internal processes (SEPA administration and event volunteer management), elevating Welcome Center staffing with two promotions and implementing MobiManage, and reorganizing our sales department, the BTO moves into 2019 with two less full-time admin staff and one additional part-time Welcome Center guest-facing employee.

2019 Plan

Our primary goals are:

- deliver out-of-state, destination business to the level that ToB achieves its revenue goals of 2-3% growth.
- even out business volumes and impacts throughout the year by attracting the right guests at the right time. (spring, summer, fall primary focus). Increase spring/summer/fall occupancy and maintain or better 55% out-of-state guests segment.
- manage guest impacts with “responsible tourism” messaging – helping our guests be better locals while they are here. Begin work on getting 10% people out of cars.
- understand and be responsible to resident sentiment using the Destination Management Plan and continued Expectation Surveys (every 3 years).
- ensure Breckenridge delivers high quality service, products and memorable experiences so that people stay longer, recommend us, and return regularly. Maintain or better 86% NPS from out-of-state guests.
- Assist business community with data based, decision making. (occupancy data, guest data, and service scores).
- Build out the Breck Pride event; Fill the Dew Tour gap in December 2019.

Strategic Shifts:

Marketing will geo-target more specifically to where guests are originating from using Arrivalist data-i.e. working “deeper in funnel” which will increase efficiency of our expenditures. While the target guest segments will remain consistent: Family, Memory Makers; Cheers – we earned it (millennials); and Retired, not tired, targeted messaging will be in market earlier when guests are actually planning their trip(Arrivalist, JackRabbit) and adjusted in real time.

Marketing messaging will be roughly 70% spring, summer, fall and 30% winter, assuming normal economic and weather conditions which is similar to prior years. (This will change in 2020.)

Special Events will take on a full partnership with BSR on the Breck Pride event and has contracted an event producer to manage the town portion of this event next April. We will build Breck Pride into a

signature event over the next few years. We are working closely with BSR on filling in the Dew Tour gap in December 2019. We will significantly elevate the Lighting of Breckenridge/Santa Race, and possibly move ULLR Fest into December as well. We are planning July 4 events sans fireworks.

Public Relations. We will produce a Summer Weather Summit (Summer Solstice) in June to replace the BSR produced winter weather summit. We have contracted Backbone as PR Agency of Record. Backbone currently handles all media buying for BTO and we expect significant improvement in quality and quantity of PR placements. We are lowering our investment in Mexico and UK due to exchange rate and political considerations. We will maintain some international voice by supporting select Colorado Tourism Office generated fairs as appropriate.

Sales. Our focus remains generating leads from Colorado based meeting and group planners. We have restructured with two full time sales managers, one in Denver and one in Breckenridge. Group services will be handled by the Welcome Center staff, with back up from the sales managers as needed. The goal is to deliver the budgeted number of leads/closed business and significantly elevate our group service levels. (5% over last year's actuals)

Community Affairs/Services. 2019 priority is helping our community be better informed regarding changes/improvements in town. Based on outcomes of Destination Management Plan, CAS will refine existing channels, and/or develop new channels of communication with residents and guests.

Guest Service training (One Breckenridge & Breckenridge 101 orientation) will continue to grow and flex to the needs of our business community and guest expectations.

Welcome Center will continue to increase engagements and service levels with new manager and new lead positions. The entire team will be involved with group services, and working more closely with marketing regarding identifying guest needs and product availabilities. Significant new investment/improvement in a year-round 2019 Visitors Guide is planned.

Industry Leadership. BTO senior team is active in tourism industry leadership. We have Board and Committee member positions with: Colorado Tourism Office, Colorado Association of DMOs, Travel Industry Association of Colorado (lobbying for CTO); and Destination Colorado (Meetings/Conventions). We have memberships with International Federation Events Producers, Destinations International, DMA West and PCMA (Meetings/Conventions).

The 2019 budget and detailed department plans are attached. We do expect that these plans will continually adjust based on market trends and real time metrics. BTO will inform Town Council in advance of any significant strategic shifts per the 2019-2023 Contract.

2020-2023 Plan:

Beginning in 2020, BTO will shift more resources toward winter messaging – specifically more arts & culture, culinary and lifestyle. ***The goal is to ensure year-round economic vitality for Breckenridge irrespective of climate conditions.*** BTO will continue working closely with VR/BSR on a year-round basis.

Throughout 2019-2023 BTO intends to build spring/summer/fall business and corresponding tax revenues more comparable to winter levels. This will be gradual and steady, focused on balancing a year round economy. We will remain focused on out of state guests, keeping that share at 55% or

better. Summer ADR will likely remain less than winter for the next few years. May will remain a “catch our breath” month focused on meeting and group business. BTO will enhance and expand messaging, products and services for winter as explained above. Our goal is to have more evenly balanced, year-round economy by 2023.

We intend to develop Breck Pride into a respected, signature event for Breckenridge by 2023. We will work to shore up early December with enhanced Lighting/Santa Race and other new events (possibly a multi week lighting event-perhaps partner with BCA). We will continue building on our event safety/security and environmental sustainability strategies.

On the Destination Management side in 2019, we will start including “responsible tourism” messaging - helping guests fit into the local ethos while they are here. We will help identify and manage tourism-related impacts, e.g. getting 10% of people to not use cars while in town. We will continue advocating for the value of tourism in our community.

Lastly, we will keep the outcomes and vision of the Destination Management Plan and future expectations research at the forefront of our strategic planning and community messaging.

Marketing Dept. Planning Initiatives for 2019

What is it that truly sets Breckenridge apart from all other mountain towns or destinations? What is our positioning that supports our brand identity?

Breckenridge is a real town. Its authentic and grounded. It feels historic yet timeless. It's a place where a diverse group of passionate people live, work and play together. This is a place where visitors feel welcome and are able to find a sense of belonging to something bigger in our community

Attributes / brand tone:

- Fun. Friendly. Casual
- We live at the intersection of two assertions:
 - Social by Nature
 - Up for it
- Relatable, but unexpected
- Playful, energetic, welcoming
- Inspiring
- Always comes back to inviting our audience to join in the fun.

Strategy

Aware, Inspire and Engage. As ambassadors of Breckenridge, it's our job to protect this unique brand and culture. Geotargeted messaging that is both contextual and behavioral focused on serving the right message, at the right time, to the right audience using the right channel of communication. Destination focused **Spring, Summer and Fall** while supporting the Destination Winter business alongside the resort efforts.

Tactical Shifts From 17 - 18

1. Broad National strategy transitioned to a targeted behavioral and contextual geotargeted strategy
2. Responsive website transitioned to a Mobile First platform
3. Consolidated agencies with more collaborative information sharing agencies
4. Increased PPC/SEO spends to broader more defined terms at the same time as developing a new website that was specifically built to optimize SEO.
5. Reduced International spend reallocated to creative and social testing
6. Always on messaging vs pulsing
7. Dedicated creative for all 3 personas
8. Specific market share tactics deployed with HomeAway, Trip Advisor and Sizmek

Threats

- Economy / Threats
- Pass programs
- Fire
- Community service levels
- Visitor perceptions / Local perceptions
- Increased social media regulations
- I-70
- Shifts in RBO regulations
- Early season snowfall if determined we need to assist
- BSR event changes (Dew Tour)

Opportunities

- Own Breckenridge Brand – BSR has moved to a very specific booking mentality to a point where the BTO can look to own, steer and protect the brand efforts
- Bot / AI technologies / Machine learning
- Market share grab – From Vail and Aspen

Initiatives

1. Close Aware, Inspire and Engagement loop by utilizing companies like Jackrabbit, Syzmiek and Arrivalist
2. Increase brand awareness **Spring, Summer and Fall** by deploying always on messaging and measuring through SOV
3. Increased destination engagement on social platforms by creating new target specific initiatives through Backbone
4. Implement new social strategies testing in Summer 2018
5. Reclaim market share in our competitive set, specifically Vail and Aspen
6. Optimize software like HubSpot to create new CRM and content strategies
7. Continue working with strategic partners to keep an eye on emerging trends and optimize current programs
8. Continue focused geotargeting strategies
9. Restructure marketing committee
10. Create more urgent CTA's to start closing lodging sales through new booking platform
11. A/B testing creative, landing pages and content

Goals

1. Increase room nights / occupancy 1 – 2% - New strategies through Jackrabbit to move guests further into the booking process. New website and CRM strategies are also set up to help close sales.
2. Move market share on DMX report 1 point for **Spring, Summer and Fall** by messaging in our competitor's space
3. Increase brand awareness – Longer lead messaging while shifting to always on messaging and measuring through SOV.

4. Increase all web metrics by at least 10% - New website, strong CTAs, enhanced SEO/PPC strategies along with relevant and relatable content creation

Wish List

- Test marketing creative – Possibly every 2 years SMARI
- Increase creative budget – Increased for 2018 with allocation away from International
- New budget line item for Social strategies – Testing summer 2018 with money from International
- Increase arrivalist budget – Currently Operating on Tier1 platform basic package
- New market NY
- Capital request for private WIFI or turned on password protected Welcome Center WIFI for live streaming

“A brand is a set of expectations, memories, stories, and relationships that, taken together, account for a consumer’s decision to choose one service over another.”

Seth Godin

2019 BRECKENRIDGE TOURISM OFFICE MEDIA PLAN													SPEND	IMPRESSIONS	CPM/CPV	
Partner	Placement	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER				DECEMBER
Seasonal Breakdown		Winter - 20%		Spring - 10%		Summer - 42%		Fall - 28%								
FAMILY MEMORY MAKERS (40%)																
Hulu	:30 Video; Audience and Geo Targeted	Spring												Included in 2018 Budgets	833,334	\$ 40.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Spring												Included in 2018 Budgets	125,000	\$ 10.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Spring												\$ 6,030.00	603,000	\$ 10.00
YouTube	:06 Bumpers; :15 and :30 True View for Reach and View Optimization	Spring												\$ 4,000.00	333,333	\$ 12.00
Hulu	:30 Pre and Mid-Roll, 100% Completion, Audience Targeted	Spring												\$ 19,400.00	485,000	\$ 40.00
FastG8	Audience Targeted; National; Prospecting & Retargeting Display	Summer												Included in 2018 Budgets	622,222	\$ 15.00
Facebook/Instagram	Single Image Ad Units; Audience Targeted; National (excluding CO)	Summer												Included in 2018 Budgets	288,889	\$ 10.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Summer												\$ 27,330.00	2,733,000	\$ 10.00
YouTube	:06 Bumpers; :15 and :30 True View for Reach and View Optimization	Summer												\$ 10,000.00	833,333	\$ 12.00
Hulu	:30 Pre and Mid-Roll, 100% Completion, Audience Targeted	Summer												\$ 32,000.00	800,000	\$ 40.00
Direct Partnership(s)	RFP List - Custom Content, Social, ROS Video & Display	Summer												\$ 56,200.00	2,810,000	\$ 20.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Fall												\$ 18,030.00	1,803,000	\$ 10.00
YouTube	:06 Bumpers; :15 and :30 True View for Reach and View Optimization	Fall												\$ 7,000.00	583,333	\$ 12.00
Hulu	:30 Pre and Mid-Roll, 100% Completion, Audience Targeted	Fall												\$ 21,100.00	527,500	\$ 40.00
Direct Partnership(s)	RFP List - Custom Content, Social, ROS Video & Display	Fall												\$ 37,400.00	1,870,000	\$ 20.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Winter												\$ 12,670.00	1,267,000	\$ 10.00
YouTube	:06 Bumpers; :15 and :30 True View for Reach and View Optimization	Winter												\$ 5,000.00	416,667	\$ 12.00
Hulu	:30 Pre and Mid-Roll, 100% Completion, Audience Targeted	Winter												\$ 15,870.00	396,750	\$ 40.00
Direct Partnership(s)	RFP List - Custom Content, Social, ROS Video & Display	Winter												\$ 25,000.00	1,250,000	\$ 20.00
Google AdWords	Display Retargeting YouTube Video Views and GoBreck.com Site Visitors	Winter												\$ 35,000.00	4,375,000	\$ 8.00
SUBTOTAL														\$ 332,030.00	22,956,362	\$ 14.46
CHEERS! WE EARNED IT. (35%)																
Hulu	:30 Video; Audience and Geo Targeted	Spring												Included in 2018 Budgets	833,334	\$ 40.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Spring												Included in 2018 Budgets	125,000	\$ 10.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Spring												\$ 6,630.00	663,000	\$ 10.00
YouTube	:06 Bumpers; :15 and :30 True View for Reach and View Optimization	Spring												\$ 3,000.00	250,000	\$ 12.00
Hulu	:30 Pre and Mid-Roll, 100% Completion, Audience Targeted	Spring												\$ 16,000.00	400,000	\$ 40.00
FastG8	Audience Targeted; National; Prospecting & Retargeting Display	Summer												Included in 2018 Budgets	622,222	\$ 15.00
Facebook/Instagram	Single Image Ad Units; Audience Targeted; National (excluding CO)	Summer												Included in 2018 Budgets	288,889	\$ 10.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Summer												\$ 30,030.00	3,003,000	\$ 10.00
YouTube	:06 Bumpers; :15 and :30 True View for Reach and View Optimization	Summer												\$ 9,000.00	750,000	\$ 12.00
Hulu	:30 Pre and Mid-Roll, 100% Completion, Audience Targeted	Summer												\$ 34,200.00	855,000	\$ 40.00
Direct Partnership(s)	RFP List - Custom Content, Social, ROS Video & Display	Summer												\$ 36,800.00	1,840,000	\$ 20.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Fall												\$ 19,730.00	1,973,000	\$ 10.00
YouTube	:06 Bumpers; :15 and :30 True View for Reach and View Optimization	Fall												\$ 5,000.00	416,667	\$ 12.00
Hulu	:30 Pre and Mid-Roll, 100% Completion, Audience Targeted	Fall												\$ 23,700.00	592,500	\$ 40.00
Direct Partnership(s)	RFP List - Custom Content, Social, ROS Video & Display	Fall												\$ 24,600.00	1,230,000	\$ 20.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Winter												\$ 13,930.00	1,393,000	\$ 10.00
YouTube	:06 Bumpers; :15 and :30 True View for Reach and View Optimization	Winter												\$ 5,040.00	420,000	\$ 12.00
Hulu	:30 Pre and Mid-Roll, 100% Completion, Audience Targeted	Winter												\$ 15,000.00	375,000	\$ 40.00
Direct Partnership(s)	RFP List - Custom Content, Social, ROS Video & Display	Winter												\$ 17,500.00	875,000	\$ 20.00
Google AdWords	Display Retargeting YouTube Video Views and GoBreck.com Site Visitors	Winter												\$ 30,000.00	3,750,000	\$ 8.00
SUBTOTAL														\$ 290,160.00	20,695,612	\$ 14.05
RETIRED, BUT NOT TIRED. (25%)																
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Spring												Included in 2018 Budgets	250,000	\$ 10.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Spring												\$ 4,330.00	433,000	\$ 10.00
Direct Partnership(s)	RFP List - Custom Content, Social, ROS Video & Display	Spring												\$ 12,000.00	600,000	\$ 20.00
FastG8	Audience Targeted; National; Prospecting & Retargeting Display	Summer												Included in 2018 Budgets	622,222	\$ 15.00
Facebook/Instagram	Single Image Ad Units; Audience Targeted; National (excluding CO)	Summer												Included in 2018 Budgets	288,889	\$ 10.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Summer												\$ 11,330.00	1,133,000	\$ 10.00
Direct Partnership(s)	RFP List - Custom Content, Social, ROS Video & Display	Summer												\$ 62,000.00	3,100,000	\$ 20.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Fall												\$ 8,030.00	803,000	\$ 10.00
Cable Network Cross Channels	Travel Channel, The Weather Channel, National Geographic, MSNBC and Bloomberg	Fall												\$ 40,000.00	2,666,667	\$ 15.00
Facebook/Instagram	Video and Single Image Ad Units; Audience Targeted; National (excluding CO)	Winter												\$ 7,330.00	733,000	\$ 10.00
Direct Partnership(s)	RFP List - Custom Content, Social, ROS Video & Display	Winter												\$ 26,470.00	1,323,500	\$ 20.00
Google AdWords	Display Retargeting YouTube Video Views and GoBreck.com Site Visitors	Winter												\$ 35,000.00	4,375,000	\$ 8.00
SUBTOTAL														\$ 206,490.00	16,379,278	\$ 12.45
PAID SEARCH																

PPC & SEM	Spring Rollover from 2018								Included in 2018 Budgets			
PPC & SEM	Spring		Spring						\$ 10,526.47	-	\$ -	
PPC & SEM	Summer Rollover from 2018		Summer									Included in 2018 Budgets
PPC & SEM	Summer			Summer					\$ 44,211.18	-	\$ -	
PPC & SEM	Fall				Fall				\$ 29,474.12	-	\$ -	
PPC & SEM	Winter					Winter			\$ 21,052.93	-	\$ -	
SUBTOTAL									\$ 105,264.70	0	\$ -	
COMMUNITY MANAGEMENT												
Post Boosts	TBD Based on Content Calendar								\$ 8,000.00	-	\$ -	
SUBTOTAL									\$ 8,000.00	0	\$ -	
TOTAL MEDIA									\$ 941,944.70	59,940,251	\$ 15.71	
Ad Serving Fees									\$ 15,007.00			
2018 Credits									\$ -			
Backbone Media Planning Fees									\$ 25,000.00			
Backbone Media Buying Fees									\$ 76,556.14			
Community Management Fee									\$ 40,000.00			
MEDIA PLAN TOTAL									\$ 1,118,507.84			
ORIGINAL ANNUAL BUDGET									\$ 1,118,508.00			
REMAINING ANNUAL BUDGET									\$ 0.16			

2019 Events Plan and Budget

Our overall budgetary goals for 2019 are similar to 2018. Our primary focus is to maintain and enhance our current events. We expect to produce consistently high-quality and fresh events while re-evaluating the portfolio based on the needs and expectations of our local constituents and guests. We plan to maintain a healthy mix of animation and destination events throughout the year.

Administration:

The 2019 department will consist of an Events Coordinator and a Special Events Permit Administrator/Events Assistant reporting to the Events Director. With a staff of three, there will be a focus on minimizing overtime pay through flex scheduling. The Events Department continues to function as the liaison to event producers for all permitted events and photo shoots held in Breckenridge.

Event Operations:

At this point there is no new seeded events for 2019. We have put 20k in Seed money for possible new events on the horizon. One event we are currently looking at is the "Burger Battle".

We will no longer offer any seed money to the Wine Classic but we will continue to offer Operational Support.

Breckenridge residents are reporting event fatigue; thus, the Events team is adjusting our annual schedule of events to leave a smaller footprint by making the proven events more impactful and reevaluating developing events. Once again, we will not host the traditional Bike Week, to promote cycling we will host a Bike to Work Breakfast to celebrate Bike to Work Day in Colorado.

As for existing events, we would like to put additional budget toward Fourth of July to enhance the Fourth of July parade. For Oktoberfest, we would like to increase the family zone on the Riverwalk Center and possibly add a jumbotron if the Bronco's schedule is conducive to airing the game during the event. This would enhance WOM marketing opportunities and help market the event to a growing audience seeking family-friendly events. The addition of screen on the Riverwalk Lawn will help to keep the football crowd on-site for the event.

The Snow Sculpture budget remains fairly constant. Town has been unable to cover all operational needs for the event and we have had to hire a front-end loader and operator for Build Week. We will also hire a skidster and driver to clear snow during the competition week. We also have a contingency fund in case of heavy snowfall during event.

For the third year, Dew Tour Expenses are budgeted in the Events Budget. This adds almost 10% to the budget to sustain a valuable event yet does not include a new initiative. In the past, the town has funded this event and now it will remain under the realm of the BTO. 2019 will be the last year that Breckenridge hosts the Dew Tour.

Due to heightened awareness of security at events, we had budgeted dollars to increase security at events with parades (Ullr Fest, Mardi Gras and Fourth of July). We will also increase security at any event where it is deemed necessary from our meeting with the Crisis Management Committee.

Breckenridge will also host Pride Fest, which will be an increase to the Events Budget. The majority of budget is to hire a third-party event producer.

All sponsor activation costs have been pulled out of the individual event budgets and are in one-line item – Sponsor Activation.

Other than the above-mentioned items, the 2019 budget has remained fairly consistent to 2018.

Thank you,

Events Team

BRECKENRIDGE TOURISM OFFICE

2019 Events

56th Annual Ullr Fest: January 9 – 12

29th Annual International Snow Sculpture Championships: January 21 – 25

Snow Sculpture Viewing Dates: January 25 – 30

Mardi Gras: March 5

Breck Pride: TBD

WAVE: Light + Water + Sound: May 30 – June 2

Town Party: June 13

Gold Panning Championships: June 14 – 16

Bike to Work: June 26

Street Arts Festival: July 4

Independence Day Celebration: July 4

BIFA: August 9 – 18

Breck Epic: August 11 – 16

Spartan Race: August 18 – 19 (not confirmed)

25th Annual Breckenridge Oktoberfest: September 6-8

Breckenridge Wine Classic: September 12-15

Breckenridge Film Festival: September 19 – 22

Dia de los Muertos: Oct 31- Nov 2

Craft Spirits Festival: TBD

Lighting of Breckenridge: December 7

Public Relations Planning Initiatives for 2019

Breckenridge Tourism Office (BTO) PR efforts are focused on increasing awareness of and visitation during the key periods of spring, summer and fall by showcasing the right message to the right destination guest at the right time to sustain Breckenridge as a year-round destination.

PR Objective: Drive Breckenridge coverage in the right publication to the right audience at the right time to drive awareness and business into target need periods (spring, summer, fall)

Strategy 1: Support travel/tourism story angles in target domestic (regional and national) and international publications and media outlets

- Adjust Top 100 target media list to more targeted top 25 target media list based on 2019 key messages, audience and reach and target markets (California, Arizona, Texas, Florida, Illinois (Chicago), Missouri (Kansas City), New York and Atlanta)
- Leverage BSR/CTO partnerships to cross pitch stories on spring, summer and fall to the visiting media.
- Leverage domestic and international PR agencies to ensure Breckenridge is hitting top 25 target publications

Strategy 2: Develop timely/relevant pitches to gain coverage in non-travel regional and national publications (Forbes, etc.) to drive awareness of Breckenridge in a new and thought-provoking way.

- Create a top 15-25 target outlets list of non-travel media outlets off the current 100 target list.
- Leverage domestic PR agency to secure coverage in those target media outlets

Strategy 3: Shine a spotlight on notable Breckenridge events to national and regional outlets to drive interest in Breckenridge as a destination during need periods.

- Produce 2019 WX Summit Conference to increase awareness of Breckenridge in key need periods of summer and fall

Strategy 4: Leverage in-house video capabilities to drive key regional and national broadcast coverage and BTO marketing efforts

- Leverage every sunny day BROLL messaging for targeted summer/fall messaging to key audiences and target markets to support spring, summer and fall need periods

Measurement

- National and regional print, online, broadcast coverage during key planning periods (30-90 days out) for spring, summer or fall travel with an average quality score of greater or equal to 60 in 2019.
- Increase media hosting provided by PR agency from 5 – 8 from targeted media list
- Long-lead, non-travel focused coverage branding Breckenridge into topics such as, but not limited to: tech, history, mountain-entrepreneurs and others as trends/opportunities arise.
- Produce three seasonal signature videos to be highlighted by BTO marketing efforts

Key Tactical Shifts from 17/18

Due to continual downsizing of the traditional editorial landscape, BTO PR in 2019 will shift focus toward secured summer coverage through broadcast channels. These efforts will center on regular broadcast BROLL distribution to national/regional networks and proposed weather conference in regional markets complimenting marketing spend.

In 2019 PR will strategically narrow the [top 100 list](#) based on target audiences to the BTO [Media Matrix](#) for a clearer guiding light for the BTO quality score and year-over-year comparative metrics by PR domestic agency, Backbone. In addition, PR will shift in tracking coverage by, quality score (average 60) vs. traditional circulation numbers to better analyze year-over-year coverage comparisons.

Internationally, PR efforts will continue with LMG/Germany with an in-market editorial FAM trip in early June. While inbound international travel to US remains weak, BTO will not retain an agency in Mexico and the UK, rather will support select CTO international media efforts as appropriate.

BTO PR Agency of record will shift in 2019 from VOCA PR to Backbone Media. This shift will bring more collaboration and efficiency to BTO's PR and marketing efforts as Backbone handles media buying.

2019 Budget Asks

Summer Weather Conference

- 30k to offset the proposed budget 50k summer weather conference

PR Annual Message Calendar

Short lead – online coverage Long lead – print/broadcast coverage

JANUARY

Events/holidays this month: ULLR FEST, WEATHER SUMMIT, ISSC

Regional/short lead: Ullr Fest, ISSC, Mardi Gras

National/long lead: ISSC winners, Spring seasonal pitch

Summer international media outreach begins (markets include Germany, Mexico, UK)

Other considerations and planning tasks:

- Execute Ullr/ISSC week-of efforts including media hosting/events, photography, winner distributions and content initiatives
- WX Summit support as needed
- January/February in-market summer visits (NYC, Chicago, Texas)
- Summer messaging outlined w/any PR plan tweaks

FEBRUARY

Events/holidays this month: MARDI GRAS, Presidents Weekend, Black History Month

Regional/short lead: Spring seasonal pitch

National/long lead: Early summer pitch and tip sheet

Other considerations and planning tasks:

- Execute Mardi Gras day-of efforts including photography and distribution
- February in-market visits

MARCH

Events/holidays this month: Breck Pride, Spring Break

Regional/short lead: Spring in Breckenridge

National/long lead: Summer seasonal pitch

International: Finalize agency contracts

PR considerations and planning tasks:

- Work with community services on biannual community distribution w/summer events and assets ([breck assets](#))
- Planning for potential April/May Denver freelance media visits re: summer
- Summer hosting plan with domestic PR Agency

APRIL

Events/holidays this month: Beer Fest, Easter, closing day

Regional/short lead: Spring in Breckenridge

National/long lead: Summer seasonal pitch (refining what's new / event details)

International: Summer international media outreach/messaging, FAM planning

Other considerations and planning tasks:

- Winter follow-up and summer meeting request w/BSR
- Finalize summer messaging, hosting invites out
- Spring housekeeping: media guide/kit, website story ideas, etc.
- Invites out for WX Summer Weather Conference

MAY

Events/holidays this month: WAVE

Regional/short lead: WAVE, Gold Panning

National/long lead: Summer seasonal pitches continued

Other considerations and planning tasks:

- Execute Denver/Front Range based freelancers for summer push
- Plan for annual meeting – department successes and highlights
- Hosting follow-ups
- Order summer media gifts as needed
- Confirm summer photo shoot needs

JUNE

Events/holidays this month: WAVE, SWX, Gold Panning

Regional/short lead: July 4

National/long lead: Fall seasonal pitches (event specific and general fall)

International: Mexico FAM hosting, Germany planning, UK (representation)

Other considerations and planning tasks:

- Finalize summer media itineraries
- SWX Weather Conference execution
- Fall planning & media hosting targets

JULY

Events/holidays this month: JULY 4, Summer Beer Fest

Regional/short lead: BIFA (as needed)

National/long lead: Fall seasonal pitches, continued (event specific and general fall)

International: Mexico, Germany (FAM planning), UK (representation)

Other considerations and planning tasks:

- Fall planning, continued

AUGUST

Events/holidays this month: Breckenridge International Festival of Arts, Breck Epic

Regional/short lead: Fall seasonal pitches (event specific and general fall)

National/long lead: Early winter pitch and tip sheet (event preview)

International: Germany FAM, Mexico follow up, UK (representation)

Other considerations and planning tasks:

- Finalize details of fall initiatives, photography, last-minute pitches
- Possible winter in-market visits
- Execute any final summer photo needs

SEPTEMBER

Events/holidays this month: Labor Day Weekend, **OKTOBERFEST**, Breckenridge Festival of Film

Regional/short lead: Fall seasonal pitches continued (event specific and general fall)

National/long lead: Winter seasonal pitch (refining what's new / event details)

Summer international ends: (wrap-up and any last individual FAMs)

Other considerations and planning tasks:

- Oktoberfest photography and day-of initiatives including photo distribution
- Execute fall photography or initiatives
- Winter planning and media invites out (coverage around Spring)

OCTOBER

Events/holidays this month: Breckenridge Craft Spirits Festival, Dia de los Muertos

Regional/short lead: Early season (as needed), summer economic impact (as appropriate)

National/long lead: Ullr, ISSC

Other considerations and planning tasks:

- Fall housekeeping: reevaluate master photo library, review contractors, etc.
- Finalize winter budget and department plan
- Winter photo shoot needs
- Order winter media gifts
- Finalize release timeline for Ullr and ISSC messaging around holidays

NOVEMBER

Events/holidays this month: Opening day, Thanksgiving

Regional/short lead: Lighting of Breckenridge/holidays/New Year's

National/long lead: Ullr, ISSC cont.

Other considerations and planning tasks:

- Execute biannual community distribution w/summer events and assets on [BOX](#)
- Finalize January media visits
- Prepare WXCS content and story ideas

DECEMBER

Events/holidays this month: LIGHTING OF BRECKENRIDGE / SANTA RACE, Dew Tour, New Year's Eve fireworks

Regional/short lead: Ullr Fest, ISSC

National/long lead: Spring seasonal pitch

PR considerations and planning tasks:

- Lighting/Santa Race day-of initiatives including photo/content distribution
- Assist BSR with Dew Tour (as needed)
- Last-minute winter hosting invites for February/late winter (as needed)
- Begin planning summer during holidays
- Prepare for holiday economic impact stories and compile messages for annual economic/tourism release (as needed)

2019 Group Sales & Services Plan

December 31, 2018

Primary Objectives:

1. Generate at least 210 new group meeting leads
2. Close at least 60 group sales opportunities
3. Strengthen group services

Sales Opportunity Goals & Strategies

Goal	Measurement
Meet/exceed the “new opportunity” goals	2019: 210 (2017: 172, 2018: 184) 2018 Actual: 199- 108% of Goal
Meet/Exceed “Closed/Assist Won” goals	2019: 60 (2017: 40, 2018: 56) 2018 Actual: 57 – 102% of Goal

1. Stay active in front range marketplace – CANPO, SGMP, MPI, CSAE, Destination Colorado
 - a. (See calendar listed in #10 below)
2. Produce newsletter (2/year) to e-blast meeting planner database highlighting unique group venues & events - Angela
3. Leverage existing industry events with unique sponsorships
4. Produce events in Breck – Snow Sculpture Client Appreciation, BIFA FAM
5. Utilize the unique mailed closing tool and new services marketing pieces to get better responses from meeting planners & close more business (Team)
6. Leverage partners by offering our services and closing tools
7. Enhance Website and increase traffic– Add Cvent Web to Lead, Add/change content, marketing moves toward a mostly online presence.
8. New market development -CORPORATE focus. Attend new tradeshow NOT attended by lodging partners– CONNECT CORPORATE & SMALL MEETING MARKET (Cheyenne WY)

Projected resources utilized - Estimated 22-26 % in addition to labor time

Goal	Measurement
Identify <i>new opportunities</i>	Annual report (including any bookings proposed and closed) compared to 2018- Angela Attend Tradeshow as outlined Open communication with partners and town staff

9. Town-wide client events/sales blitzes in Denver (Angela) – 2-3 TBD

10. Tradeshow/Event Highlights for 2019

Jan	Snow Sculpture Client Event
March	MIC Colorado Tradeshow
May	Front Range Client Event
	CU Anshutz Tradeshow
June	CSAE Annual Conference
	Hold for PYM/WEC - TBD
July	Connect Corporate
Aug	BIFA FAM - Breck Client Event
	Destination Colorado Client Appreciation Event
Sept	Destination Colorado- On The Road
	MPI Client Event
	Small Meetings Market Conference
Oct	SGMP Fall Conference
	Colorado Association for Non Profit Orgs Tradeshow
	Destination Colorado- Front Range Client Event
Nov	Front Range Sales Blitz
Dec	Destination Colorado - Front Range Tradeshow
	"Breck The Halls" MPI, SGMP

Group Services Goals & Strategies

Goal	Measurement
Track number of groups serviced, site tours, VIP Site visits, Sales Closing Tool Mailed	Sales Progress Reports; Salesforce report to include the last years for comparison Maybe % of groups requested vs # contacted?
Strengthen partner engagement	Verbal from partners as well as "checking off" (a-d in #6)

1. Ensure every reported group (from property reports) have received a phone call & email follow up to offer services from SALES to close the sales cycle.
2. TABLE – Ensure proper reporting in Salesforce for WC staff to deliver tables.
3. Digital options – open discussion after roles are defined. Requested by partners
4. Discover Breck – Work with WC to enhance & report
5. Create and utilize marketing pieces for services the BTO/town offers – Discover Brecks, Dessert walks etc
6. Strengthen the engagement/communication with lodging partners on services provided
 - a. Plan/Assist with 3 town sales meetings
 - b. Frequent visits to sales and conference services meetings
 - c. Working collaboratively at industry & BTO events

Welcome Center 2019 plan

Strategy

The Breckenridge Welcome Center is the epicenter of guest service for all Breckenridge. The Welcome Center engages the resident and guest community with information, services and support to exceed expectations. The Welcome center tracks anecdotal and quantitative guest information to help inform the marketing efforts of the BTO. Provide Group Services to help integrate conference attendees into downtown and the Breckenridge Experience.

Goals for 2019

1. Increase staff engagement percentage of overall visitation to the Welcome Center from 26% in 2018 to 30%
2. Improve communication materials and access for guests and businesses on “What to Do?”
3. Develop a strong database of frontline employees to support training and communication programs.
4. Use the retail operation to enhance the guest experience and build the brand.
5. Improve business operations to support cost controls and labor margins.
6. Increase business participation to 80% in digital, and print representation at the Welcome Center.
7. Improve support and find efficiency in booking and representing Breckenridge Heritage Alliance and Breckenridge Creative Arts District.
8. Provide feedback to BTO on guest experience to improve relevancy of Website, Blog and Social Media performance.
9. Provide Group Services to help integrate conference attendees into downtown and the Breckenridge Experience.

Metrics

- Visitation
- Engagement numbers from Kiosk and head count.
- Number and diversity of business represented in the Welcome Center
- Retail cost of goods sold
- Ratings on Google, Yelp and Trip Advisor for the Welcome Center
- Increase attendance in Breck Create and BHA activities.
- Increased sales of BRA Dining Passport and activity bookings(Audience View).

2019 Community Affairs/Services Plan

CAS Committee Purpose Statement: to use our expertise and guidance to advise the community in a thoughtful manner with the needs of the guests, locals, and support of the business community being our highest priority.

Guest Service Training.

- Increase trainees through One Breckenridge and Breckenridge 101 (orientation) training.
- Continual revisions and improvement in programs to reflect most current business and/or guest service needs.

Metrics: # of employees trained, diversity of business represented in training, improve overall star rating on-line reviews (Yelp, TripAdvisor, Google etc)

Research. Use research to inform business community regarding guest expectations and experience delivery.

- Identify potential guest experience issues and proactively facilitate solutions.
- Identify potential guest service opportunities and help businesses leverage those opportunities.
- Use research to measure level of service delivery (NPS), Identify which aspects of service delivery are most impactful and prioritize those in training.

Metrics: Overall NPS of 85 or better.

Communication.

CAS provides the link between BTO/market data/other relevant information and the business and local community and guest through

- Business Community: DMO Download, BTO Preview sessions, BWC and new channels tbd.
- Local Residents: BWC, DMO Download, BTO website, new channels tbd.
- Guests: new Visitors' Guide, MobiManage (Kiosk), AdventureBOT, BWC, BTO website

Metrics: open rates, attendance, resident feedback, VG/Mobi/ABot usage,

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Advocacy and Engagement

For tourism in the business and resident community

- **Amplify** "responsible tourism " in Breckenridge utilizing the communication vehicles of the Visitor Guide, Mobi Manage (Kiosk) and the Welcome Center.
- Increase community engagement
 - Attendance at preview events, educational forums, and open rates of the DMO downloads.
 - Position CAS and the Welcome Center as a business resource
 - Continued strong engagement and representation in the CAS committee

Metrics: Pick up of Visitor Guide, Reference of Visitor Guide as planning resource, engagements on Kiosk and at the Welcome Center, Attendance, Open Rates, Contacts with businesses,

- d. Obtain monthly/quarterly “in house” reports from lodging properties

Sales & Services Team Structure:

BTO sales will focus on 1.) generating leads for our meeting/group lodging partners; 2.) assisting in closing groups by showcasing our community assets to group leaders and meeting planners; and 3.) providing excellent groups services for in-house groups including pre- and post trip communication as appropriate.

The sales department has been restructured with one sales manager based in Denver who is generating leads primarily from Colorado-based meeting planners and group leaders. This manager will also produce up to 3 client events in Denver in 2019. A second sales manager is based in Breckenridge and will catch these leads and work with our group lodging partners to close the business. This manager will be responsible for generating and following up on RFPs, showcasing Breckenridge to group decision makers and assisting properties with the sales closing process as needed.

Group services for closed groups will be handled by Welcome Center staff with back up from the sales managers as needed.

Stacy Long, former Director of Sales, is assisting on a part time basis and is overseeing overall sales efforts from a strategic level, providing coaching to managers as well as, some troubleshooting.

EXHIBIT B

2019 MARKETING CONTRACT PAYMENT SCHEDULE

January	715,201.20	15%
February	381,440.64	8%
March	381,440.64	8%
April	381,440.64	8%
May	381,440.64	8%
June	381,440.64	8%
July	381,440.64	8%
August	381,440.64	8%
September	381,440.64	8%
October	381,440.64	8%
November	381,440.64	8%
December	238,400.40	5%
Total	\$4,768,008	100%

BRECKENRIDGE

TOURISM OFFICE

1/2/2019 8:23

2019 Budget

<u>Income:</u>	<u>2018 Budget</u>	<u>2019 Budget</u>	<u>Variance 2019 Draft Budget and 2018 Budget</u>
Town of Breckenridge	\$4,569,616	\$4,768,008	\$198,392
Breckenridge Ski Area	\$150,000	\$170,000	\$20,000
OTA/MKT Surcharge	\$75,000	\$75,000	\$0
BTO Misc. Income	\$0	\$0	\$0
Camp 9600	\$15,000	\$0	-\$15,000
Advertising Co-op	\$0	\$0	\$0
Events Revenue	\$440,500	\$451,200	\$10,700
Events Sponsorship	\$93,000 \$533,500	\$85,000 \$536,200	-\$8,000 \$2,700
SEPA	\$2,100	\$10,050	\$7,950
Ski.com Profit Share	\$10,000	\$0	-\$10,000
Summer Solstice Registration Fee	\$0	\$7,800	\$7,800
Welcome Center Retail Sales	\$58,000	\$52,000	-\$6,000
Welcome Center Activities/Lodging	\$38,660 \$96,660	\$52,300 \$104,300	\$13,640 \$7,640
One Breck	\$7,500	\$4,125	-\$3,375
Membership	\$0	\$5,000	\$5,000
Breck Pride Income	\$0	\$0	\$0
Interest	\$1,000	\$1,000	\$0
TOTAL INCOME	\$5,460,376	\$5,681,483	\$221,107
<u>EXPENSES</u>	<u>2018 Budget</u>	<u>2019 Budget</u>	<u>Variance 2019 Draft Budget and 2018 Budget</u>
Admin	\$525,419	\$768,619	\$243,200
Marketing/Research/Internet/PR/Sales	\$3,126,855	\$3,199,292	\$72,437
Special Events	\$1,211,846	\$1,129,115	-\$82,731
Welcome Center/Guest Services/Community Services	\$576,255	\$584,457	\$8,202
TOTAL EXPENSES	\$5,440,375	\$5,681,483	\$241,108
NET INCOME	\$20,001	\$0	-\$20,001
Capital Expense	\$20,000	\$0	-\$20,000
NET INCOME After Capital	\$1	\$0	-\$1

EXHIBIT C

2019 BSR CONTRACT



November 1, 2018

Ms. Lucy Kay
President/ CEO
Breckenridge Tourism Office
P.O. Box 1909
Breckenridge, CO 80424

Dear Ms. Kay,

This letter serves as the marketing agreement ("Agreement") between Vail Summit Resorts, Inc., d/b/a Breckenridge Ski Resort ("BSR") and Breckenridge Tourism Office, Inc. ("BTO") for 2018-2019 winter and summer seasons. The Agreement is effective from the date indicated above through October 31, 2019.

In consideration of our continued joint marketing efforts, **BSR agrees to the following:**

1. A marketing fund contribution totaling \$150,000 (the "Marketing Fund"), to be used exclusively for paid media to promote Summer Activities with all messaging and specific call(s) to action to be approved by BSR Director of Marketing.
2. These funds are being supplied this year specifically to be dedicated toward advertising placements designed to support awareness and activations for targeted audiences directly aligned with above stated objectives. These funds should not be used for regularly designated marketing or PR efforts that BTO would normally be tasked with in their annual destination marketing plan efforts. Nor should it be used for design or creative services not directly related to stated objectives and mutually agreed upon by both parties. It is understood and agreed upon that a 3rd party such as a creative agency may be retained to manage related campaign efforts on behalf of both BSR and BTO in order to most effectively leverage these funds. The marketing directors of BSR and BTO will collaborate and agree upon the most effective use of these funds which are to be outlined in Exhibit A. Exhibit A shall include full details on third party agency, complete campaign details, full media schedule, fund deployment and resource allocation, reporting schedule and other related detail requested and approved by BSR. Reporting shall be on a monthly basis minimum as outlined below in the BTO obligations.
3. BTO will invoice BSR in \$50,000 increments in December, 2018; February, 2019; and May, 2019. BSR will pay BTO's invoices within 30 days after receipt.
4. BSR will provide BTO with the following Ski Pass Benefit Program:
 - a. Each BTO active employee will be provided with the offer to purchase an adult Epic Local Guest Fee Pass at the price of \$320 by December 23, 2018. The Epic Local Guest Fee Pass provides unlimited, unrestricted skiing or riding at Breckenridge, Keystone, Afton Alps, Mt. Brighton, Wilmot Mountain and Arapahoe Basin, with limited restrictions at Park City, Heavenly, Northstar, Kirkwood and Stowe on 11/23/18-11/24/18, 12/26/18-12/31/18, 1/19/19, 2/16/19-2/17/19. Also includes 10 days at Vail, Beaver Creek and Whistler Blackcomb with holiday restrictions: 11/23/18-11/24/18, 12/26/18-12/31/18, 1/19/19, 2/16/18-2/17/19. This pass is equipped with EpicMix, and is non-transferable and non-refundable.

- b. As a professional courtesy, a complimentary 2018-19 Epic Local Season Pass will be provided to each of the following:
- BTO President/ CEO
 - BTO Managing Director
 - BTO Sales Director
 - BTO Marketing Director
 - BTO Event Director
 - BTO Community Services Director
 - BTO PR Manager
 - Each BTO board member (seven members, not including the Ski Resort or Breck Town Council appointed representatives). These season passes are intended as a benefit for active BTO board membership only and are not transferable to friends, family members or others.
 - Passes to key BTO employees and board members are granted as a courtesy to said recipients in the spirit of collaborative partnership. Upon acceptance of this benefit, recipients agree to represent the best interests of both BSR and BTO as advocates of both parties and this mutually beneficial agreement. BSR reserves the right to revoke pass privileges should recipient act in any way that is deemed non-conducive or in conflict to the nature of this partnership and its stakeholders.
 - BSR requests that the BTO President/CEO convey this message and expectation to all recipients outlined above prior to pass activation
5. BSR will donate the following lift tickets for use by BTO special events department to use as prizes, thank yous for volunteers, event participants, and to others in the spirit of community goodwill surrounding BTO's special event efforts:
- | | |
|-------------------------|---|
| Winter Lift Tickets: | Quantity 150 - Adult 1-Day Lift Tickets |
| Epic Discovery Tickets: | Quantity 10 – Product TBD |
6. BSR will donate machine-made snow for the International Snow Sculpture Championships, in return for being listed as a sponsor of the event.

BTO agrees to provide the following:

1. BTO agrees to provide a return on investment analysis to BSR on a monthly basis or otherwise agreed upon schedule, demonstrating the performance of the advertising and media placements sponsored by BSR's Marketing Fund investment. Such reports could come from 3rd party partners or other agreed upon resources, in addition to BTO reporting, to demonstrate the effectiveness of BSR's contribution toward the BTO marketing plan and media spend.
2. BTO agrees to list BSR as an official sponsor of BTO's signature events, with name and logo inclusion on collateral material, advertising, signage and any other event-related materials that list event sponsors. BSR will be granted approval rights on such materials to ensure appropriate brand representation.
3. Epic Discovery is to be included and promoted outside of BSR's Marketing Fund paid media allocations with inclusion on BTO's website, collateral, PR communications, social media channels, and all other summer promotional content and messaging efforts.
4. A lodging forecast at least every two weeks.
5. Current, accurate information relative to BSR on BTO's website, www.gobreck.com, as well as display banner ads featuring the resort when available, and reciprocal links to BSR's website, www.breckenridge.com.

7. BTO agrees to actively editorially promote BSR in its marketing materials and collateral, make available and otherwise distribute BSR mountain information, programs, initiatives, and special events through any informational, marketing or PR channels, distribution elements, or other outlets where BTO describes or promotes other Town programs, properties, organizations or events, to a level equal to or higher than other BTO members and/or Town organizations, events or programs, and takes an active role and interest in promoting BSR as the most signature and compelling attraction for visitation of the Town, in all seasons.
8. Automatic enrollment for PEAKS for BTO clients seven (7) or more days in advance of arrival.
9. Each BTO board member and employee receiving a complimentary Epic Local Pass as detailed above, agrees to register online at www.epicmix.com to create a personal "public social" EpicMix account, and engage with and thereby help promote Vail Resorts' digitally-interactive platform.

Other Considerations:


BSR and BTO each acknowledge and agree that either party will be permitted to use the trademarks, service marks and/or logos (collectively, the "Marks"), owned by the other party provided that:

1. Such use shall be for the express purpose of performing their obligations under this Agreement;
2. No modifications, changes or other transformation of a party's Marks by the other party shall be permitted for any reason;
3. Ownership of the Marks will be and remain with the original owners of such Marks. No effort is made to monetize or merchandise the Marks. The Marks are not listed, promoted or displayed in conjunction or to imply connection or association with any other businesses, corporations or their respective Marks, especially those organizations who may be competitors to official sponsors and partners of BSR.
4. All use of BSR's Marks will be pre-approved by the BSR Marketing Director; and
5. Each party agrees it will not use the other party's Marks to represent itself as an affiliate or agent of the other.

We thank the board members and staff of the BTO for their continued spirit of cooperation, especially with marketing programs. We look forward to working with you and your staff, and anticipate another successful season for the entire community.

AGREED AND ACCEPTED:


VAIL SUMMIT RESORTS, INC.
d/b/a Breckenridge Ski Resort


DocuSigned by:

 FA9F92C56B084DD...
 John Buhler
 Vice President & Chief Operating Officer

DocuSigned by:

 CD7FD637DB36485...
 Jonathan Smith
 Marketing Director

BTO BOARD

DocuSigned by:

 B9CFGB046751498...
 Richard Sosville
 BTO Board Chairman

DocuSigned by:

 767E43A96A6545B...
 Lucy Kay
 President/ CEO

PM:bam