



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, January 28, 2020, 7:00 PM
Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - JANUARY 14, 2020

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2020 - PUBLIC HEARINGS

1. *COUNCIL BILL NO. 1, SERIES 2020 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO CHAPTER 2 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE SUBDIVISION STANDARDS"*
2. *COUNCIL BILL NO. 2, SERIES 2020 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO NONPROFIT CORPORATION (100 South French Street)*
3. *COUNCIL BILL NO. 3, SERIES 2020 - AN ORDINANCE CONCERNING THE LEASING OF THE BRECKENRIDGE PROFESSIONAL BUILDING*
4. *COUNCIL BILL NO. 4, SERIES 2020 - AN ORDINANCE AMENDING SECTION 6-3-5 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE DEFINITION OF "LEWD AND INDECENT DISPLAYS"*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2020

1. *COUNCIL BILL NO. 5, SERIES 2020 - AN EMERGENCY ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE," CONCERNING DENSITY*

B. RESOLUTIONS, SERIES 2020

C. OTHER

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

- B. CHILD CARE ADVISORY COMMITTEE APPOINTMENTS
- C. EAST PEAK 8 HOTEL AND CUCUMBER GULCH PRESERVE PREVENTATIVE MAINTENANCE AREA (PMA) VARIANCE DE NOVO HEARING (In Part 2 of Packet)

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC (MAYOR MAMULA)
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BERGERON)
- C. BRECKENRIDGE TOURISM OFFICE (MS. WOLFE)
- D. BRECKENRIDGE HERITAGE ALLIANCE (MS. OWENS)
- E. BRECKENRIDGE CREATIVE ARTS (MR. GALLAGHER)
- F. BRECKENRIDGE EVENTS COMMITTEE (MS. GIGLIELLO)
- G. WATER TASK FORCE (MR. GALLAGHER)
- H. MT 2030 (MS. WOLFE)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS JANUARY THROUGH MARCH (In Part 2 of Packet)

XII. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of January 14, 2020 to order at 7:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe and Mayor Mamula.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES - DECEMBER 10, 2019

With no changes or corrections to the meeting minutes of December 10, 2019, Mayor Mamula declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agenda. Mayor Mamula declared the agenda approved as submitted. Mr. Holman also noted that an amended version of Council Bill No. 3, Series 2020 was handed out prior to the start of the evening meeting.

IV) COMMUNICATIONS TO COUNCIL

A) CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

Mayor Mamula opened Citizen's Comment.

Ms. Carol Rockne, a Breckenridge resident, stated she is stressed about water, and while this year the flow in the river has been better, it is still low. She further stated that she believes the ski area takes all the water upstream for snowmaking. Ms. Rockne questioned why the Town is in long-term water leases why are we not asking the ski resort to build their own reservoir now.

There were no additional comments and Citizen's Comment was closed.

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Ms. Lucy Kay, COO of the Breckenridge Tourism Office, stated the holiday period was up 7% in room nights over last year, with 6 days in the 90-percent range during that time. She further stated the net promoter score was at 84%, and they had 30% new visitors during that window. She also stated VRBO bookings were 48% of the bookings during the holiday period. Ms. Kay stated the Snow Sculpture blocks are being finished now, and they will have extra security on the sculptures this year and may install cameras as well. She also noted that the first all-women team will compete. Ms. Kay stated people are getting confused about next year, and they will address that. She stated that overall winter occupancy is down 4%, which is consistent with the industry. Ms. Kay also stated the Board retreat is coming up shortly.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2020 - PUBLIC HEARINGS

1) COUNCIL BILL NO. 39, SERIES 2019 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION (South Gondola Lot)

Mayor Mamula read the title into the minutes. Mr. Berry stated this ordinance would approve a development agreement that would allow Vail Resorts to transfer density off the South Gondola Lot to their other properties. He further stated the applicant would still need a development agreement for construction in the locations where that density might go.

Ms. Rockne asked about moving density, and Mr. Berry reiterated that a development agreement would still be required to build in these locations.

Mr. Bergeron moved to approve COUNCIL BILL NO. 39, SERIES 2019 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION (South Gondola Lot). Mr. Gallagher seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2020

- 1) **COUNCIL BILL NO. 1, SERIES 2020 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO CHAPTER 2 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE SUBDIVISION STANDARDS"**

Mayor Mamula read the title into the minutes. Mr. Berry stated this ordinance would generally amend the Town's subdivision ordinance as described in the memo in the packet.

Mr. Bergeron moved to approve COUNCIL BILL NO. 1, SERIES 2020 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO CHAPTER 2 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE SUBDIVISION STANDARDS". Ms. Gigliello seconded the motion.

The motion passed 7-0.

- 2) **COUNCIL BILL NO. 2, SERIES 2020 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO NONPROFIT CORPORATION (100 South French Street)**

Mayor Mamula read the title into the minutes. Mr. Berry stated this ordinance would approve a development agreement for the church, and there are minor changes to it from the work session discussion held in 2019. He further stated that the reference to construction staging will be removed for second reading and handled at the staff level instead.

Mr. Bergeron moved to approve COUNCIL BILL NO. 2, SERIES 2020 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO NONPROFIT CORPORATION (100 South French Street). Mr. Carleton seconded the motion.

The motion passed 7-0.

- 3) **COUNCIL BILL NO. 3, SERIES 2020 - AN ORDINANCE CONCERNING THE LEASING OF THE BRECKENRIDGE PROFESSIONAL BUILDING**

Mayor Mamula read the title into the minutes. Mr. Holman stated that in 2019 the Town purchased the Breckenridge Professional Building and Town Code requires leases longer than one year be approved by ordinance. He further stated that we are currently leasing those spaces and this ordinance proposes that the Town Manager be given the authority to enter into leases without the approval of Council. Mr. Berry stated that at the work session Council discussed allowing the Town Manager to sign leases in duration of up to 3 years and referred to the version of the ordinance that was handed out prior to the meeting.

Mr. Bergeron moved to approve COUNCIL BILL NO. 3, SERIES 2020 - AN ORDINANCE CONCERNING THE LEASING OF THE BRECKENRIDGE PROFESSIONAL BUILDING. Mr. Gallagher seconded the motion.

The motion passed 7-0.

- 4) **COUNCIL BILL NO. 4, SERIES 2020 - AN ORDINANCE AMENDING SECTION 6-3-5 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE DEFINITION OF "LEWD AND INDECENT DISPLAYS"**

Mayor Mamula read the title into the minutes. Mr. Berry stated this ordinance would amend Town Code to reflect a recent court decision to make it equitable for men and women to go topless in public spaces.

Mr. Bergeron moved to approve COUNCIL BILL NO. 4, SERIES 2020 - AN ORDINANCE AMENDING SECTION 6-3-5 OF THE BRECKENRIDGE TOWN

CODE CONCERNING THE DEFINITION OF “LEWD AND INDECENT DISPLAYS”. Ms. Gigliello seconded the motion.

The motion passed 7-0.

B) RESOLUTIONS, SERIES 2020

1) RESOLUTION NO. 1, SERIES 2020 - A RESOLUTION DETERMINING THAT THE APRIL 7, 2020 REGULAR TOWN ELECTION SHALL BE A MAIL BALLOT ELECTION

Mayor Mamula read the title into the minutes. Ms. Cospolich stated this resolution would make the April 7, 2020 Municipal Election a mail ballot election as necessary through resolution by Town Code.

Mr. Bergeron moved to approve RESOLUTION NO. 1, SERIES 2020 - A RESOLUTION DETERMINING THAT THE APRIL 7, 2020 REGULAR TOWN ELECTION SHALL BE A MAIL BALLOT ELECTION. Ms. Gigliello seconded the motion.

The motion passed 7-0.

C) OTHER

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

Ms. Wolfe moved to call up the EAST PEAK 8 HOTEL AND CUCUMBER GULCH PRESERVE PREVENTATIVE MAINTENANCE AREA (PMA) VARIANCE, setting a date of January 28th as the call-up hearing date.

Mr. Carleton seconded the motion. A roll call vote was taken and the motion passed 7-0.

Mr. Berry reminded Council that no ex-parte communications are allowed during this time. He also noted that all communications sent to the Town during this time will be shared with the applicant and made part of public record.

B) SOUTH GONDOLA LOT PARKING STRUCTURE TOWN PROJECT

Mayor Mamula announced the town project for the South Gondola Lot Parking Structure.

Mr. Kulick, Town Planner, stated this project will construct a parking structure adjacent to Town Hall in the South Gondola Lot. He further stated the applicant is the Town of Breckenridge and the owner of the property is Vail Resorts, and the Town holds a 50-year lease with 2 optional 10-year terms for the purpose of the construction of this garage. Mr. Kulick reviewed the density and mass proposed for the project, as well as the details of the project. Mr. Kulick further stated Planning Commission recommends approval, with a net +5 points. Mr. Bergeron asked about the bistro lighting design, and Mr. Kulick stated it will be down casting, and shielded. Ms. Wolfe stated that despite comments about dark skies, we do still need to light certain areas and she thinks this kind of downcast lighting will help light certain areas so supports it. Mr. Gallagher stated he likes the look of the bistro lights. All other Council members agreed that they supported the bistro lighting as proposed in the project.

Mayor Mamula opened the public hearing.

Ms. Carol Rockne, a Breckenridge resident, stated she would like to see moving walkways in this project, and Mayor Mamula stated it's not a long distance for people to walk. She also asked about diagonal vs. straight parking, and if the “ski back” would still be accessible. Staff stated yes it would be in the same place. Ms. Rockne asked when CDOT will approve the roundabout and the double lane to Airport Road. Mayor Mamula stated there are no plans for a double lane at this time, but the roundabout will be constructed the year after completion of the structure.

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

Mr. Gallagher moved to approve the SOUTH GONDOLA LOT PARKING STRUCTURE TOWN PROJECT. Ms. Owens seconded the motion. The motion passed 7-0.

VIII) REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated he would like to schedule a State of the Town, preferably on Thursday, February 13th. He also stated there will be no Spring Retreat this year, but we might use a work session to discuss housing issues. He also stated the Brown Hotel noise violations were dismissed because the trial was not held due to weather, and we are going to schedule a tour of the new water plant on January 28th at 2pm. Mr. Holman stated that, for the joint meeting with the BOCC, we are going to talk about childcare, housing helps, strong futures, and maybe more. He also stated part of the lower level of the Schoonover Building is vacant but we won't put anything in there at this time.

Mr. Holman stated that the Fiester Conservation Easement in Frisco was a topic at the MMC meeting he attended. Mr. Bergeron stated he is concerned because it would be obtained by eminent domain, and it would set a precedent from an open space perspective. Ms. Holman stated that if Council wishes, it can write a letter to the BOCC opposing the project. Ms. Wolfe stated she thinks we need to say something. Council agreed to write a letter on behalf of the Town of Breckenridge opposing the County using eminent domain to take this conservation easement for development.

Mr. Holman noted Coffee Talk is on Friday at Unravel Coffee.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

A. Cast/MMC

Mayor Mamula stated the MMC talked about the conservation easement in Frisco, and there was some tough feedback on minimum wage. Mr. Holman stated the Town's position is that we are not committing either way to the minimum wage discussion and we'll look at this issue again as it gets closer to implementation.

B. Breckenridge Open Space Advisory Committee

Mr. Bergeron stated there was no meeting.

C. Breckenridge Tourism Office

Ms. Wolfe stated there was no additional update from what Ms. Kay stated earlier.

D. Breckenridge Heritage Alliance

Ms. Owens stated 2021 will be the 60th year of Breckenridge Ski Resort operations, and the BHA and BTO will see what we want to do as a community to market it.

E. Breckenridge Creative Arts

Mr. Gallagher stated there is a new BCA board and director, and so far we are pleased with the overall representation from all organizations. He further stated the group is starting to set up meetings and committees that emphasize inclusion. He also stated the new director will bring information to Council in the future. Mr. Gallagher stated January 23rd is the kickoff of the Woven Spaces exhibit.

F. Breckenridge Events Committee

Ms. Gigliello stated the minutes were included in the packet. She further stated the committee is starting an events matrix, and the strippers won't be allowed back to the Ullr Fest parade.

G. MT 2030

Ms. Wolfe stated there will be a climate change presentation at CMC on January 23rd. She also stated Mayor Mamula and Commissioner Lawrence will be going to Denver on the 31st to participate on an outdoors panel to discuss MT 2030. She stated the programming committee has been active in identifying speakers and preparing an itinerary and will have something ready for Council to review in February.

X) OTHER MATTERS

Ms. Gigliello stated she thinks we could expand the reasons behind not doing fireworks to include more than just wildfire danger. Mr. Carleton stated he heard a lot

about fireworks, and the points he heard were about taking away a family-friendly event. He further stated that maybe we could consider bringing them back for New Years Eve only. Mayor Mamula stated he doesn't think fireworks do anything for the community and the money can be spent better in other ways. Mr. Bergeron agreed with Mayor Mamula. Ms. Gigliello stated maybe we need another family-friendly event that could fill that void. Ms. Wolfe stated she thinks we can get beyond this for the sake of environment, traffic gridlock and wildlife. Mr. Gallagher stated that every year we don't do them we will hear less about it. Ms. Owens stated she heard more comments about fireworks than anything else since she's been on Council.

Ms. Gigliello stated she will share a video for an idea of a "library of things" that may be useful for workforce housing and temporary workers.

Mr. Gallagher stated the homeowners near the Fairy Forest do not want it back this year. Mayor Mamula stated it's on a trail easement and can't be there anyway, and we need to get ahead of this issue and perhaps the Troll committee can talk about it to find another location.

Mayor Mamula stated he would like each of the Council members to think about their goals for the year and bring them to the February meeting for consideration.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR JANUARY AND FEBRUARY

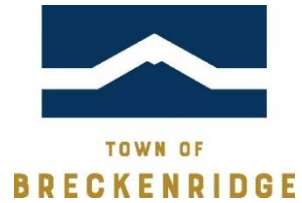
XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:49pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor



Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 1/20/2020
Subject: Council Bill No. 1 (Amendments to Subdivision Standards Ordinance)

The second reading of the ordinance amending the Town's Subdivision Standards is scheduled for your meeting on January 28th. 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. 28**

2
3 **NO CHANGE FROM FIRST READING**

4
5 Additions To The Current Breckenridge Town Code Are
6 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

7
8 COUNCIL BILL NO. 1

9
10 Series 2020

11
12 AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO CHAPTER 2 OF
13 TITLE 9 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE “BRECKENRIDGE
14 SUBDIVISION STANDARDS”

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

18
19 Section 1. Section 9-2-1-2G of the Breckenridge Town Code is amended to read as
20 follows:

21
22 G. Assuring that all subdivisions, plats, and dedications of land are in
23 conformance with the Breckenridge **comprehensive plan** ~~master plan~~, land use
24 guidelines, handbook of design standards, urban design plan, street standards,
25 storm drainage standards, flood damage prevention regulations, water quality and
26 sediment transport control standards, **and** Breckenridge development code;

27
28 Section 2. Section 9-2-1-4A of the Breckenridge Town Code is amended to read as
29 follows:

30
31 A. This chapter shall apply to all subdivisions, **including resubdivisions**, of land
32 and structures located within the corporate limits of the town.

33
34 Section 3. Section 9-2-1-5C of the Breckenridge Town Code is amended to read as
35 follows:

36
37 C. Separability: If any part or provision of this chapter or application thereof to
38 any person or circumstances is adjudged invalid by any court of competent
39 jurisdiction, such judgment shall be confined in its operation to the part, provision
40 or application directly involved in the controversy in which such judgment shall
41 have been rendered and shall not affect or impair the validity of the remainder of
42 the chapter or the application thereof to other persons or circumstances. The town
43 **council** hereby declares that it would have passed this chapter and each section,
44 subsection, sentence, clause and phrase thereof, irrespective of the fact that any
45 one or more sections, subsections, sentences, clauses or phrases had been declared

1 invalid.

2
3 Section 4. Section 9-2-1-8 of the Breckenridge Town Code is amended to read as
4 follows:

5
6 **9-2-1-8: CONDITIONS:**

7
8 The Town Council, ~~and~~ Planning Commission, **and Director** have the authority
9 to approve a subdivision plan upon such terms and conditions as may reasonably
10 be necessary to protect the public health, safety, and welfare, and the subdivider
11 has the duty to comply with all such conditions laid down by the Town for the
12 design, dedication, improvement, and restrictive use of the land so as to ensure the
13 project conforms to the purposes herein, and the Town's comprehensive plan.

14
15 Section 5. Section 9-2-1-9C of the Breckenridge Town Code is amended to read as
16 follows:

17
18 C. Limitation On Resubdivision: No lot located within a single-family residential
19 subdivision outside of the Conservation District shall be resubdivided if the result
20 would be the creation of more **buildable** lots than existed prior to the
21 resubdivision. Exception: A resubdivision to create **duplexes**, townhomes or
22 condominiums is exempt from this prohibition when done pursuant to an
23 approved subdivision plan.

24
25 Section 6. Section 9-2-1-11 of the Breckenridge Town Code is amended to read as
26 follows:

27
28 **9-2-1-11: ENFORCEMENT, VIOLATIONS AND PENALTIES:**

29
30 A. General: It shall be the duty of the director to enforce this chapter and to bring
31 to the attention of the town attorney any violation or lack of compliance herewith.

32
33 **B.** It is an "infraction", as defined in section 1-3-2 of this code, for any person to
34 violate any of the provisions of this chapter. Every person found liable for
35 violating any provision of this chapter shall be punished as provided in section 1-
36 4-1-1 of this code.

37
38 **BC.** Additional Remedies: The town council may further institute, in addition to
39 other remedies provided by law, such equitable proceeding, including, but not
40 limited to, injunctions, mandamus, abatement or other appropriate action or
41 proceedings as may be necessary to effect compliance with the provisions of this
42 chapter. In addition to other remedies available to the town, the town may
43 commence an action pursuant to section 1-8-10 of this code to enjoin the alleged
44 violation of any provision of this chapter.

45
46 **CD.** Subdivision In Violation: No **development or** building permit shall be issued

1 for the construction of any building, ~~or~~ structure, **improvement, or other**
2 **development** located on a lot or parcel which has been subdivided in violation of
3 the provisions of this chapter.

4
5 **D.E.** Injunctive Relief: The town shall have the authority to bring an action in a
6 court of competent jurisdiction for injunctive relief to enforce any plat restriction,
7 plat note, plat map, master plan, or planned unit development agreement, and for
8 damages arising out of failure to adhere to any such plat restriction, plat note, plat
9 map, master plan or planned unit development agreement

10
11 Section 7. Section 9-2-1-12E of the Breckenridge Town Code is amended by the addition
12 of a new section E which shall read as follows:

13
14 **E. Public notice of a continued public hearing shall be given in the same**
15 **manner as notice of the original public hearing was given.**

16
17 Section 8. Section 9-2-1-13A of the Breckenridge Town Code is amended to read as
18 follows:

19
20 A. Class C Subdivision: Development permits for class C subdivisions shall be
21 valid for a period of only eighteen (18) months after the date of the approval ~~of~~
22 ~~the planning commission decision by the town council,~~ unless otherwise
23 authorized by the provisions of this chapter.

24
25 Section 9. Section 9-2-1-13B9 of the Breckenridge Town Code is amended to read as
26 follows:

27
28 9. Extension Of Vested Property Right: A development permit and the vested property
29 rights for such subdivision may be extended by the planning commission **for class A and**
30 **B applications, and by the director for class C applications.** An application for an
31 extension shall be made in writing to the director, and shall include such submittal
32 information as the director may require. Such application must be received at least thirty
33 (30) days prior to the expiration of the development permit. An application for an
34 extension which is received within the specified time period shall extend the development
35 permit and the vested property rights for such subdivision until such application is finally
36 determined, and an application for extension shall be considered even though, at the time
37 of such consideration, the development permit would have otherwise expired. Failure to
38 submit a written request for extension within the specified time period shall cause the
39 development permit and the vested property rights for such subdivision to expire in three
40 (3) years as provided in subsection B4 of this section. An extension application shall be
41 classified and processed one classification lower than the classification of the
42 development permit which gave rise to the vested property rights for the subdivision;
43 **provided, however, an application to extend a class C development permit shall be**
44 **classified as a class C application.** The planning commission **or the director, as**
45 **applicable,** may approve the requested extension, deny the requested extension or
46 approve the requested extension with conditions. If an extension **of a class A or class B**

1 development permit is granted, the planning commission shall fix the period of
 2 extension, which may be up to and including a period of three (3) years. The director
 3 shall fix the period of extension of a class C development permit, which may be up
 4 to and including 18 months.

5
 6 Section 10. The reference to Section 9-2-1-14 of the Breckenridge Town Code,
 7 “Computation of Time,” having been deleted by Ordinance No. 8, Series 2003 is deleted.

8
 9 Section 11. The following definitions in Section 9-2-2 of the Breckenridge Town Code
 10 are amended to read as follows:
 11

ALLEY:	A <u>dedicated</u> service right of way providing a secondary access to abutting properties.
DIRECTOR:	The town of Breckenridge director of community development, or <u>the director’s</u> authorized representative <u>acting pursuant to Section 1-7-2 of this code.</u>
IMPROVEMENTS (DEVELOPMENT):	All things constructed or placed within the subdivision, including, but not limited to, the following: A. Roads, streets, alleys, driveways, accessways, entrances into rights of way, street signs and lights, and other street furniture. B. Grading, creation of slopes, retaining walls and monuments. C. Sidewalks, crosswalks, pedestrian paths, and bicycle paths. D. Curbs, gutters, and curb returns. E. Water mains, utility pipes, and utility conduit lines. F. Sodding, landscaping, tree planting, irrigation improvements, and erosion control measures.
MASTER PLAN:	The overall long range plan for the future development of the town which includes goals and policies, future land use, transportation and community facilities plans, as might be adopted and amended from time to time. May also be called the Breckenridge comprehensive plan. <u>A land use and development plan as described in section 9-1-19-39A , “Policy 39 (Absolute) Master Plan.”</u>
PERSON:	A natural person or a partnership, joint venture, corporation, association or organization, or a public agency <u>Has the meaning provided in Section 1-3-2 of this Code.</u>

<p>PLANNING COMMISSION:</p>	<p>The town <u>Breckenridge</u> planning commission.</p>
<p>RESUBDIVISION:</p>	<p>A change in the map of an approved or recorded subdivision or resubdivision, if such change:</p> <ul style="list-style-type: none"> A. Affects any street <u>or alley</u> layout shown on such map; B. Affects any area reserved thereon for public use; C. Changes the size or dimension of any lot, or creates an additional lot. <u>D. Affects size, configuration, or location of any building envelope, disturbance envelope, or footprint lot.</u> <u>E. Adds or modifies an existing plat note.</u>
<p>SITE DISTURBANCE ENVELOPE:</p>	<p>A space of fixed dimensions within a lot which defines that portion of the lot where all permanent structures on the lot must be located, and within which all construction activities shall occur, except as otherwise provided in this chapter. A site disturbance envelope shall be used to limit the location of <u>development improvements</u> constructed within a lot, and to minimize or contain the disturbance associated with the construction of such <u>development improvements</u>, so as to protect vegetative, geological, hydrological and historic resources, views, and to maintain a visual buffer/separation between the <u>development improvements</u> to be constructed and the <u>development improvements</u>, if any, located or to be located on adjoining lot(s). <u>May also be referred to as disturbance envelope.</u></p>
<p>STREETS:</p>	<p>A right of way which provides for vehicular, bicycle, and pedestrian circulation.</p> <ul style="list-style-type: none"> A. Cul-De-Sac: A local street of short length having only one outlet with provision for a turnaround at its termination, and which is not intended to be extended or continued to serve future subdivisions or adjacent land. Also known as a dead end street. B. Street Width: The shortest distance between the lines delineating the right of way of streets. C. Stub Street: A dead end local street which provides for eventual extension of a street onto unplatted land. D. Arterial Streets And Highway: Those used primarily for fast or heavy traffic. E. Collector Streets: Those which carry traffic from minor streets to the major street system of arterial

	streets and highways, including the principal entrance streets of a residential development and streets for circulation within the development. F. Minor Streets (Also Called Local Streets): Those which are used primarily for access to abutting properties.
STRUCTURE:	Anything that is constructed or erected and located on or under the ground, or attached to something fixed to the ground. <u>That which is built or constructed, an edifice or building of any kind. The term structure shall not include: address monuments, signs, retaining walls, fences, paved surfaces, solar arrays, wind turbines, and at or below grade improvements.</u>

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Section 12. Section 9-2-2 of the Breckenridge Town Code is amended by the addition of the following definitions:

<u>COMMUNICATION:</u>	<u>A utility that includes, but is not limited to, fiber and telephone.</u>
<u>COMPREHENSIVE PLAN:</u>	<u>The overall long range plan for the future development of the Town which includes goals and policies, future land use, transportation and community facilities plans, as might be adopted and amended from time to time. May also be called the Breckenridge comprehensive plan or the town master plan (see chapter 4, title 9 of this code).</u>
<u>DEVELOPMENT:</u>	<u>Any change in the actual use of land or improvements thereon, including, but not limited to, the construction of any improvements which require a development permit as required in title 9, chapter 1 of this code or a building permit as required in title 8, chapter 1 of this code.</u>

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Section 13. Section 9-2-3-1C3 of the Breckenridge Town Code is amended by the addition of a new section (h) which shall read as follows:

h. Clear and legible electronic copy of the document(s) in 8.5” x 11” Adobe (.pdf) format.

1 Section 14. Section 9-2-3-1D3e of the Breckenridge Town Code is amended to read as
2 follows:

3
4 e. Decision: The planning commission shall have thirty (30) days after the
5 conclusion of the public hearing to make a decision. The planning commission
6 decision shall be based on how well the proposed subdivision complies with the
7 specific requirements of this chapter and the **Breckenridge comprehensive plan**
8 ~~town master plan~~ in general. If no decision is made within thirty (30) days
9 following the conclusion of the hearing, the application as presented by the
10 subdivider shall be deemed to have been approved as proposed, without any
11 additional conditions. The planning commission may also continue the hearing for
12 up to forty five (45) days from the date of the original hearing for good cause, or
13 to allow additional materials to be submitted that will allow for a comprehensive
14 review. In the event a public hearing on the final subdivision plan has been
15 continued, the subdivider shall submit all additional materials to the town in
16 accordance with a schedule established by the director.

17
18 Section 15. Section 9-2-3-2C3 of the Breckenridge Town Code is amended by the
19 addition of a new section (h) which shall read as follows:

20
21 **h. Clear and legible electronic copy of the document(s) in 8.5” x 11” Adobe**
22 **(.pdf) format.**

23
24 Section 16. Section 9-2-3-2D3e of the Breckenridge Town Code is amended to read as
25 follows:

26
27 e. Decision: The planning commission shall have thirty (30) days after the
28 conclusion of the public hearing to make a decision. The planning commission
29 decision shall be based on how well the proposed subdivision complies with the
30 specific requirements of this chapter and the **Breckenridge comprehensive plan**
31 ~~town master plan~~ in general. If no decision is made within thirty (30) days
32 following the conclusion of the hearing, the application as presented by the
33 subdivider shall be deemed to have been approved as proposed, without any
34 additional conditions. The planning commission may also continue the hearing for
35 up to thirty (30) days from the date of the original hearing for good cause, or to
36 allow additional materials to be submitted that will allow for a comprehensive
37 review. In the event a public hearing on the final subdivision plan has been
38 continued, the subdivider shall submit all additional materials to the town in
39 accordance with a schedule established by the director.

40
41 Section 17. Section 9-2-3-3C of the Breckenridge Town Code is amended to read as
42 follows:

43
44 C. Application Requirements: The subdivider shall file an application and all
45 required fees and application with the director. The following materials shall be
46 submitted:

1. An application on forms provided by the town.
2. A fee in the amount required by chapter 10 of this title.
3. A list of all property owners whose property is adjacent to the real property which is the subject of the application, including their current mailing addresses.
4. A preliminary copy of all proposed covenants, homeowners' association declarations, bylaws, articles of incorporation. All common elements and their uses shall be defined and identified within the covenants and declarations.
5. Information, plans and specifications necessary to show compliance with all standards and criteria contained within this chapter.

6. Clear and legible electronic copy of the document(s) in 8.5" x 11" Adobe (.pdf) format.

76. In addition to subsections C1 through C65 of this section, for lot line adjustments, three (3) copies of a final plan:

- a. Drawn on a sheet twenty four inches by thirty six inches (24" x 36") in size to a scale of one inch equals one hundred feet (1" = 100'). The scale may be increased or decreased if necessary to fit the paper, but in all cases shall be in multiples of ten (10).
- b. That indicates the location of all existing structures and improvements.
- c. That indicates the location of all existing utilities.
- d. That indicates the location of all existing easements.
- e. That indicates any proposed lot line adjustment and the dimensions of all proposed lots.

87. In addition to subsections C1 through C65 of this section, for condominium plats, three (3) copies of a final plan:

- a. Drawn on a sheet twenty four inches by thirty six inches (24" x 36") in size to a scale of one inch equals one hundred feet (1" = 100'). The scale may be increased or decreased if necessary to fit the paper, but in all cases shall be in multiples of ten (10).
- b. A description of any limited or common general elements.
- c. That indicates the location and description of all proposed land dedications.
- d. That indicates the location of all proposed easements.
- e. That indicates the location of all existing utilities.
- f. That indicates the location of all existing structures.

98. In addition to the requirements of subsections C1 through C65, and C76a through C76d of this section, for townhouse and duplex subdivisions, three (3) copies of a final plan indicating the proposed lot lines.

Section 18. Section 9-2-3-3E3 of the Breckenridge Town Code is amended to read as follows:

3. Appeals shall be **submitted** in writing **to the director.** ~~on forms provided by the town.~~

Section 19. Section 9-2-3-5C7 of the Breckenridge Town Code is amended to read as follows:

1 7. Final plans and specifications for all public utilities including, but not limited
2 to, water, and preliminary plans and cost estimates for all other public utilities
3 including sewer, electrical, gas, communication, and cable television.
4

5 Section 20. Section 9-2-3-6A1 of the Breckenridge Town Code is amended to read as
6 follows:
7

8 1. Completion Of Improvements: All subdividers shall be required to complete all
9 the street and other improvements as specified in the subdivision plan or as
10 required in this chapter, and to dedicate public improvements to the town or other
11 applicable public agencies, free and clear of all liens and encumbrances. The
12 subdivider shall submit a certificate of title proof of ownership of the property
13 to be subdivided, including a description of all liens, encumbrances, and
14 other title restrictions applicable to such property, prior to conveying any land
15 to the town ~~indicating all title restrictions.~~ The title to the subdivider's property
16 shall be acceptable to the director.
17

18 Section 21. Section 9-2-3-7B2 of the Breckenridge Town Code is amended to read as
19 follows:
20

21 2. If at any time within the term of the agreement, a development or building
22 permit is issued by the town for the construction of development or
23 improvements upon any adjacent property which results in new improvements on
24 the adjacent property being connected to, or served by, the off site improvements
25 constructed by the subdivider, the town shall collect from the adjacent property
26 owner at the time of the issuance of the building permit an amount which the
27 town determines in the agreement to represent the adjacent property owner's fair
28 and equitable share of the cost of the construction or extension of the subdivider's
29 off site improvements. The amount of such adjacent property owner's share shall
30 be determined using a front footage basis, unless the council determines that some
31 other basis, or combination of basis, would result in a fairer and more equitable
32 determination in a given case.
33

34 Section 22. Section 9-2-3-11D1 of the Breckenridge Town Code is amended to read as
35 follows:
36

37 1. An application for an affidavit of correction shall be processed administratively by the
38 director and town engineer in consultation with the town attorney.
39

40 Section 23. Section 9-2-4-1A of the Breckenridge Town Code is amended to read as
41 follows:
42

43 A. Conformance To Applicable Rules And Regulations: In addition to all
44 requirements established herein, all subdivision plans shall comply with the
45 following:
46

- 1 1. All applicable state or federal laws.
- 2 2. The Breckenridge comprehensive plan~~town master plan~~, land use guidelines,
3 handbook of design standards, urban design plan, street standards, storm drainage
4 standards, flood damage prevention regulations, water quality and sediment
5 transport control standards, development code, building code, and all applicable
6 town laws, codes, regulations, and development related policies.
- 7 3. The rules of the Colorado Department of Transportation~~state highway~~
8 ~~department~~ if the subdivision or any lot contained therein abuts a state highway.
- 9 4. Any applicable plat note or plat restriction pertaining to the real property
10 proposed to be subdivided. A plat note or plat restriction shall be deemed to be
11 applicable only if it was placed on the plat as part of the town 's plat approval
12 process.

13
14 Section 24. Section 9-2-4-4C of the Breckenridge Town Code is amended to read as
15 follows:

16
17 C. Sanitary Sewer Facilities:

- 18
19 1. Public community sewage systems shall be constructed throughout the
20 subdivision and connected to existing public sewage facilities, i.e., Upper Blue
21 Breckenridge Ssanitation District facilities.
- 22 2. Sanitary sewers shall be located within street or alley rights of way unless
23 topography dictates otherwise. When located in easements on private property,
24 access shall be provided to all manholes. The proposed location of sewer lines
25 shall be shown on the final plan of the subdivision, and easements shall be
26 dedicated to the town or Upper Blue Breckenridge Ssanitation District, as
27 determined by the town, and shall be not less than twenty feet (20') in width.
- 28 3. Sanitary sewer facilities design shall be in conformance with Upper Blue
29 Breckenridge Ssanitation District design criteria and engineering requirements.
30 All sanitary sewage facilities shall be compatible with the long range planning for
31 installing sewers in the entire tributary area.

32
33 Section 25. Section 9-2-4-4D of the Breckenridge Town Code is amended to read as
34 follows:

35
36 D. Utilities: ~~Telephone~~ Communication, Electric, Gas And Cable Television:

- 37
38 1. Utility distribution lines for ~~telephone~~ communication, electric, gas and cable
39 television service shall be placed underground throughout the entire subdivided
40 area and shall serve all lots. Installation of such facilities shall be made in
41 compliance with the applicable orders, rules and regulations of the state now or
42 hereafter effective and the subdivider shall be responsible for compliance with the
43 applicable orders, rules, and regulations of the state now or hereafter effective for
44 any public utility whose service will be required for the subdivision with respect
45 to the provisions of such facilities.
- 46 2. Underground ~~telephone~~ communication, electric, gas and cable television

1 service shall be placed within easements or dedicated public rights of way
2 dedicated to the town, in a manner that will not conflict with other underground
3 services. Further, all transformer boxes shall be located so as not to be unsightly
4 or hazardous to the public. Corner markers as required in this chapter shall not be
5 disturbed by the installation of utility markers.
6

7 Section 26. Section 9-2-4-5C7 of the Breckenridge Town Code is amended to read as
8 follows:
9

10 ~~7. The following standards shall apply to site disturbance envelopes:~~

11 ~~a. Site disturbance envelopes shall be platted for all residential lots at the time of~~
12 ~~subdivision.~~

13 ~~b. Outside of the conservation district, a site disturbance envelope shall be located~~
14 ~~on a lot in a manner which complies with the following minimum setbacks:~~

15 ~~(1) Front yard: Twenty five feet (25').~~

16 ~~(2) Rear yard: Fifteen feet (15').~~

17 ~~(3) Side yard: Fifteen feet (15'), with combined side yard setbacks on each lot~~
18 ~~equaling a minimum of fifty feet (50').~~

19
20 ~~Site disturbance envelopes shall be located away from significant ridgelines and~~
21 ~~hillsides.~~

22 ~~c. In addition to the minimum requirements which will be established through~~
23 ~~subsection C7b of this section, the location of a site disturbance envelope shall~~
24 ~~also take into consideration: 1) the topography of the lot; 2) wetlands or water~~
25 ~~bodies on or adjacent to the lot, if any; 3) the vegetation, geology, hydrology,~~
26 ~~and/or historic resources of the lot; 4) any ridgelines or hillsides on the lot visible~~
27 ~~from an area of concern; and 5) significant trees which will effectively screen~~
28 ~~future development when viewed from an area of concern. Particular attention~~
29 ~~shall be given to trees on the downhill side of a site disturbance envelope.~~

30 ~~d. Except as provided in subsection C7e of this section, the following shall occur~~
31 ~~within a platted site disturbance envelope: 1) all construction activities, including,~~
32 ~~but not limited to, grading, excavation, soil disruption (tree cutting and/or the~~
33 ~~removal of native vegetation unless approved by separate review in connection~~
34 ~~with an approved fire mitigation and/or a forest management plan); and 2) the~~
35 ~~construction of all permanent improvements, such as buildings, roof overhangs,~~
36 ~~structures, decks, at grade patios, fences, stairs, window wells, bay windows, or~~
37 ~~other similar improvements.~~

38 ~~e. The following may occur outside of a platted site disturbance envelope: 1)~~
39 ~~construction of approved driveway access and paving, walkways, necessary~~
40 ~~driveway retaining walls, utility connections, pedestals and boxes, approved~~
41 ~~drainage facilities, culverts, public and private trails, street lighting, driveway~~
42 ~~entrance signage and related lighting, and soil disturbances related to all such~~
43 ~~activities; 2) approved tree planting and landscaping; and 3) other activities~~
44 ~~approved by the director which are consistent with the intent and purpose of the~~
45 ~~town requirement for the creation of site disturbance envelopes.~~
46

1 **7. The following standards shall apply to site disturbance envelopes or any**
2 **modification of existing building or disturbance envelopes:**

3
4 **a. Site disturbance envelopes shall be platted for all residential lots at the**
5 **time of subdivision, including resubdivisions and lot line vacations.**

6 **b. New site disturbance envelopes:**

7 **(1) Within the Conservation District, site disturbance envelopes are not**
8 **required.**

9 **(2) Outside of the Conservation District, a site disturbance envelope shall be**
10 **located on a lot in a manner which complies with the following minimum**
11 **setbacks:**

12 **(a) Front yard: Twenty five feet (25').**

13 **(b) Rear yard: Fifteen feet (15').**

14 **(c) Side yard: Fifteen feet (15'), with combined side yard setbacks on**
15 **each lot equaling a minimum of fifty feet (50').**

16 **(3) Site disturbance envelopes shall be located away from significant**
17 **ridgelines and hillsides.**

18 **(4) In general, site disturbance envelope lines shall be at right angles.**
19 **Disturbance envelopes shall take the form of simple geometric shapes, except**
20 **where topographic conditions require otherwise for an environmentally**
21 **sensitive design.**

22 **(5) The location of a site disturbance envelope shall take into consideration:**
23 **1) the topography of the lot; 2) wetlands or water bodies on or adjacent to**
24 **the lot, if any; 3) the vegetation, geology, hydrology, and/or historic resources**
25 **of the lot; 4) any ridgelines or hillsides on the lot visible from an area of**
26 **concern; and 5) significant trees which will effectively screen future**
27 **development when viewed from an area of concern. Particular attention shall**
28 **be given to trees on the downhill side of a site disturbance envelope.**

29 **(6) If a lot is subject to a maximum aboveground square footage as stated in**
30 **Section 9-1-19-4A, "Policy 4 (Absolute) Mass, the allowed square footage**
31 **shall not be increased.**

32 **c. Modification to existing building or site disturbance envelopes:**

33 **(1) Requirements in subsection c7a. of this section shall be reviewed when**
34 **any envelope modification occurs.**

35 **(2) Building envelope modifications shall result in the envelope becoming a**
36 **site disturbance envelope. The creation of new envelopes shall be reviewed by**
37 **the planning commission unless the application is a class C subdivision.**

38 **(3) Modifications to any envelope shall result in both square footage and**
39 **overall site disturbance equal to or less than the existing envelope.**

40 **(4) Any envelope modification or relocation shall be solely for environmental**
41 **preservation, reduced site disturbance, reduced visibility, or in special cases**
42 **where there has been a significant change within the envelope from past**
43 **activity, such as forest management or mining. Enhancing viewsheds is not a**
44 **valid reason to modify or relocate a site disturbance envelope. If an envelope**
45 **is proposed to be relocated to another portion of a lot, impact on adjacent**
46 **properties shall be considered. Consideration will also be given if an envelope**

1 is located near another and the proposal is to relocate the envelope further
2 away. Additional information justifying any envelope modification or
3 relocation may be required by the director.

4 **d. Development allowed within a site disturbance envelope:**

5 (1) Except as provided in subsection 7e of this section, the following shall
6 occur within a platted site disturbance envelope: 1) all construction activities,
7 including, but not limited to, grading, excavation, soil disruption (tree cutting
8 and/or the removal of native vegetation unless approved by separate review
9 in connection with an approved fire mitigation and/or a forest management
10 plan); and 2) the construction of all permanent improvements, including
11 buildings, roof overhangs, structures, decks, at grade patios, fences, stairs,
12 window wells, bay windows, parking spaces, parking hammerheads, or other
13 similar improvements and development.

14 **e. Development allowed outside of a site disturbance envelope:**

15 (1) The following may occur outside of a platted site disturbance envelope: 1)
16 construction of approved driveway access and paving (Once a driveway
17 crosses a site disturbance envelope line, the driveway should not again cross
18 the envelope), walkways, necessary driveway retaining walls, utility
19 connections, pedestals and boxes, approved drainage facilities, culverts,
20 public and private trails, street lighting, driveway entrance signage and
21 related lighting, freestanding solar arrays and wind turbines, and soil
22 disturbances related to all such activities; 2) approved tree planting and
23 landscaping; and 3) other activities approved by the director which are
24 consistent with the intent and purpose of the town requirement for the
25 creation of site disturbance envelopes.

26
27 Section 27. Section 9-2-4-7 of the Breckenridge Town Code is amended to read as
28 follows:

29
30 9-2-4-7: PEDESTRIAN AND BICYCLE CIRCULATION SYSTEMS:

31
32 It is the policy of the town to require bicycle and pedestrian paths to be dedicated
33 to the town as a component of the town 's alternative transportation network and
34 to provide recreational opportunities. Subdivision proposals shall include, as a
35 component of the required public improvements, a pedestrian and bicycle path
36 system designed to preserve existing paths, integrate with existing improvements
37 and provide service appropriate to the character and magnitude of the proposed
38 development.

39
40 At such time as the town has adopted a trails ~~master~~ plan, the subdivider shall
41 dedicate to the town those portions of the trails, if any, shown thereon which
42 traverse the property to be subdivided. The town may accept alternative trail
43 alignments and dedications proposed by the subdivider which will implement the
44 town 's overall trails plans and policies.

45
46 Land dedicated for a trail shall apply toward the subdivider's open space

1 dedication requirements under subsection 9-2-4-13A of this chapter. The town
2 may require dedication of land for open space exceeding ten percent (10%) when
3 such dedication is necessary to implement the town's overall trails plans and
4 policies, and the additional dedication does not create an undue burden on the
5 design and development of the subdivision. Where trail dedications are made
6 pursuant to the trails ~~master~~ plan which result in open space dedications greater
7 than ten percent (10%) of the land area of the subdivision, the town 's open space
8 dedication requirements shall be deemed to be satisfied upon making such
9 dedications. Land area for sidewalks adjacent to streets, and land area for internal
10 pedestrian circulation elements shall not be credited toward the ten percent (10%)
11 open space dedication requirement.

12
13 Prior to the adoption of a trails ~~master~~ plan, the subdivider shall dedicate to the
14 town those trails necessary to implement a townwide trails system. In determining
15 which trails shall be dedicated prior to the adoption of a trails ~~master~~ plan the
16 town shall utilize the Breckenridge comprehensive plan ~~-town's existing master~~
17 ~~plan~~, urban design plan, and other relevant documents.

18
19 All easements or rights of way for paths dedicated to the town lying within
20 subdivider's property shall be at least fifteen feet (15') in width.

21
22 Where possible, a separation between vehicular trafficways and
23 pedestrian/bicycle improvements is encouraged. Bike path and pedestrian ways
24 shall be constructed according to the standards established in the Breckenridge
25 street standards for hard surface paths. Soft surface paths shall be designed to
26 meet current industry standards.

27
28 One hundred percent (100%) of the land area required by the town to be dedicated
29 for trail systems outside of the proposed street rights of way shall be credited
30 toward the subdivider's open space requirements, if any.

31
32 Section 28. The introductory portion of Section 9-2-4-11A1 of the Breckenridge Town
33 Code is amended to read as follows:

34
35 1. Conformance With Master Plan: All streets shall be laid out in conformance
36 with the Breckenridge comprehensive plan ~~master plan~~. Where such is not
37 shown on the comprehensive plan ~~-town master plan~~, the arrangement of streets
38 within a subdivision shall either:

39
40 Section 29. Section 9-2-4-11C2 of the Breckenridge Town Code is amended to read as
41 follows:

42
43 2. Widening And Realignment Of Existing Streets: Where a subdivision borders
44 an existing street or when the Breckenridge comprehensive plan ~~master plan~~
45 indicates or the town determines a need for realignment or widening of a street
46 that would require use of some of the land in the subdivision, the subdivider may

1 be required to improve and dedicate at his expense such areas for widening or
2 realignment of such streets. Such frontage streets and other streets shall be
3 improved in accordance with town street standards and dedicated by the
4 subdivider at his own expense to the full width as required by this chapter,
5 provided that if the subdivider owns land on only one side of said street, he need
6 only realign that side and only improve one-half ($1/2$) of the necessary width,
7 including all bridges, crossings and culverts required by the town.
8

9 Section 30. Section 9-2-4-13A2 of the Breckenridge Town Code is amended to read as
10 follows:

11
12 2. Location: The location and configuration of the site or sites to be dedicated
13 shall be determined by the town in consultation with the subdivider and town staff
14 which shall take into account the Breckenridge comprehensive plan ~~master plan~~
15 ~~of the town~~, the suitability of the site for park, open space, or recreational
16 purposes, its relationship to population concentrations, and its proximity to other
17 park or recreational lands, including existing and proposed parks adjacent to the
18 Blue River. The town may require that the area be located at a suitable place, such
19 as on the edge of the subdivision so additional land may be added at such time as
20 the adjacent land is subdivided. Land so reserved shall be of a character and
21 location suitable for public purposes, and if consistent with the needs of the town
22 in that particular area, and if proposed for a playground or other similar
23 recreational purposes shall be relatively level and dry.
24

25 Section 31. Section 9-2-4-13B1 of the Breckenridge Town Code is amended to read as
26 follows:

27
28 1. Cash Contribution In Lieu Of Park, Open Space And Recreational Land
29 Dedications: A cash contribution equal to ten percent (10%) of the value of the
30 land shall be provided in lieu of park, open space and recreational land
31 dedications and shall be held by the town solely for the acquisition and
32 improvement of park, open space and recreational land within the community.
33 Because of the small size of the community, the provision of a park, open space,
34 or other recreational land anywhere within the Breckenridge comprehensive
35 plan ~~town master plan~~ boundary shall be deemed to meet the needs of the
36 proposed subdivision.
37

38 Section 32. Except as specifically amended hereby, the Breckenridge Town Code, and
39 the various secondary codes adopted by reference therein, shall continue in full force and effect.
40

41 Section 33. The Town Council hereby finds, determines and declares that this ordinance
42 is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
43 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
44 thereof.
45

46 Section 34. The Town Council hereby finds, determines and declares that it has the

1 power to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling
2 Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning
3 municipal zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers);
4 (iv) Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
5 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
6 contained in the Breckenridge Town Charter.
7

8 Section 35. This ordinance shall be published and become effective as provided by
9 Section 5.9 of the Breckenridge Town Charter.
10

11 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
12 PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the
13 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
14 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
15 Town.
16

17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation
19
20

21
22 By: _____
23 Eric S. Mamula, Mayor
24

25 ATTEST:
26
27
28
29

30 _____
31 Helen Cospolich, CMC,
32 Town Clerk
33
34
35
36
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47



Memo

To: Town Council
From: Jeremy Lott, AICP, Planner II
Date: January 21, 2020, 2019 for meeting of January 28, 2020
Subject: Second Reading: Saint John the Baptist Episcopal Church Development Agreement

The applicant for the Second Reading of the Saint John's Development Agreement has requested to move this item to the February 11 Town Council Meeting. The applicant would like to utilize the few extra weeks to work through the language of the Development Agreement with the Church Counsel.

1 ***FOR WORKSESSION/SECOND READING – JAN. 28***

2
3 ***NO CHANGE FROM FIRST READING***

4
5 COUNCIL BILL NO. 2

6
7 Series 2020

8
9 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
10 SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO
11 NONPROFIT CORPORATION
12 (100 South French Street)

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

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

19
20 A. Saint John the Baptist Episcopal Church of Breckenridge, a Colorado nonprofit
21 corporation (“**Church**”), owns the following described real property in the Town of
22 Breckenridge, Summit County, Colorado:

23
24 Lots 1 and 2, Block 4, Abbett Addition to the Town of Breckenridge

25
26 (“**Property**”).

27
28 B. There is located on the Property a church that was originally constructed in 1881
29 (“**Historic Church**”), together with an addition to the Historic Church that was constructed in
30 1986 (“**1986 Addition**”). Both the Historic Church and the 1986 have basements, but the
31 Historic Church and the 1986 Addition are only connected above ground.

32
33 C. Church proposes to restore and rehabilitate the Historic Church, remodel the 1986
34 Addition, add a new foundations to both the Historic Church and the 1986 Addition, connect the
35 Historic Church and the 1986 Addition below ground by an addition not to exceed 300 square
36 feet size, and establish an exterior below grade entrance to the Historic Church including a
37 staircase and the 1986 Addition on the southerly side of the Property (the “**Project**”). The Project
38 is more fully described in the Application (as hereafter defined).

39
40 D. A development agreement is necessary in order to accommodate the Project proposed
41 by Church.

42
43 E. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
44 the authority to enter into a development agreement.

1
2 F. The Town Council has received a completed application and all required submittals
3 for a development agreement (“**Application**”); had a preliminary discussion of the Application
4 and a proposed development agreement with the Church; and determined that it should
5 commence proceedings for the approval of the proposed development agreement with the
6 Church without referring the proposed development agreement to the Planning Commission for
7 its review and recommendation.
8

9 G. A proposed development agreement between the Town and the Church has been
10 prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by
11 reference (“**Development Agreement**”).
12

13 H. The Town Council has reviewed the proposed Development Agreement.
14

15 I. The approval of the proposed Development Agreement is warranted in light of all
16 relevant circumstances.
17

18 J. The procedures to be used to review and approve a development agreement are
19 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
20 Chapter have substantially been met or waived in connection with the approval of the proposed
21 Development Agreement and the adoption of this ordinance.
22

23 Section 2. Approval of Development Agreement. The Development Agreement between
24 the Town and Saint John the Baptist Episcopal Church of Breckenridge, a Colorado nonprofit
25 corporation (**Exhibit “A”** hereto), is approved, and the Town Manager is authorized,
26 empowered, and directed to execute such agreement for and on behalf of the Town of
27 Breckenridge.
28

29 Section 3. Notice of Approval. The Development Agreement shall contain a notice in the
30 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
31 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be
32 published by the Town Clerk one time in a newspaper of general circulation in the Town within
33 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
34 Section 24-68-103, C.R.S.
35

36 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
37 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
38 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
39 the inhabitants thereof.
40

41 Section 5. Authority. The Town Council finds, determines, and declares that it has the
42 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
43 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
44 Charter.
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APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
STATUTES, AS AMENDED

Additions To The Development Agreement As Approved on First Reading Are
Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is made as of the ____ day of _____, 2020 (“**Effective Date**”) between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”) and SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, a Colorado nonprofit corporation (“**Church**”). Town and Church are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually by name or as a “**Party**.”

Recitals

A. Church owns the following described real property in the Town of Breckenridge, Summit County, Colorado:

Lots 1 and 2, Block 4, Abbett Addition to the Town of Breckenridge

(“**Property**”).

B. There is located on the Property a church that was originally constructed in 1881 (“**Historic Church**”), together with an addition to the Historic Church that was constructed in 1986 (“**1986 Addition**”). Both the Historic Church and the 1986 have basements, but the Historic Church and the 1986 Addition are only connected above ground.

C. Church proposes to restore and rehabilitate the Historic Church, remodel the 1986 Addition, add a new foundations to both the Historic Church and the 1986 Addition, and connect the Historic Church and the 1986 Addition below ground by an addition not to exceed 300 square feet size (the “**Project**”). The Project is more fully described in the Application (as hereafter defined).

D. A development agreement is necessary in order to accommodate the project proposed by Church.

DEVELOPMENT AGREEMENT

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

3
4 F. The commitments proposed by the Church in connection with this Agreement are set
5 forth hereafter, and are found and determined by the Town Council to be adequate.

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

12
13 Agreement

14
15 1. Subject to the provisions of this Agreement, the Town’s Planning Commission¹ is
16 hereby authorized to review and approve the Application, subject to compliance with all other
17 applicable development policies of the Town.

18 2. So long as the Application is not materially amended prior to the Planning
19 Commission’s final decision, the Application shall not be found to fail the following absolute
20 policies of the Town’s Development Code²: (i) Section 9-1-19-3A, “Policy 3 (Absolute)
21 Compliance With Density/Intensity Guidelines;” (ii) Section 9-1-19-4A, “Policy 4 (Absolute)
22 Mass;” (iii) Section 9-1-19-5A, “Policy 9 (Absolute) Placement of Structures;” and (iv) Section
23 9-1-19-18R, “Policy 18 (Absolute) Parking.” All other relevant absolute and relative
24 development policies of the Development Code shall be applied to the Application in accordance
25 with the Planning Commission’s normal process for evaluating an application for a development
26 permit.

27 3. The Town will provide up to a maximum of 300 square feet of density for the Project
28 at no cost to the Church. Provided, however, if it is ever determined that the Town may not
29 legally provide such density for any reason the Church the Town will not provide such density,
30 and the Church will purchase the required density and transfer the purchased density to the
31 Property.

32 4. As the commitments encouraged to be made in connection with an application for a
33 development agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, the Church
34 shall do the following: (i) agree to have the Town designate the Historic Church (which includes
35 the additional basement density allowed in connection with landmarking the building) as a

¹ The term “Planning Commission” as used in this Agreement includes the Town Council of the Town of Breckenridge, if the decision of the Planning Commission on the Application is “called up” by the Town Council pursuant to Section 9-1-18-5 of the Development Code. In the event of a call up, the Town Council shall make the final decision on the Application.

² Chapter 1 of Title 9 of the Breckenridge Town Code.

1 historic landmark under the Town’s Historic Preservation Ordinance³; (ii) dedicate to the Town,
2 in a form and substance acceptable to the Town Attorney, a new public pedestrian easement four
3 feet in width running along the southerly property line of the Property; and (iii) remove the
4 stairwell on the Property that currently encroaches into the Town’s Lincoln Avenue right-of-
5 way. These actions shall be taken as and when directed by the Town.

6 ~~5. During the period of the construction of the improvements described above, the~~
7 ~~Church may use a portion of the Town’s Community Center parking lot, and a portion of the~~
8 ~~Lincoln Street right-of-way (as depicted on the attached Exhibit “A”, which is incorporated into~~
9 ~~this Agreement by reference) for construction staging. Within five days following the issuance of~~
10 ~~a certificate of occupancy for the improvements Church shall clean up and remove all~~
11 ~~construction debris from the portions of the Town’s Community Center parking lot and the~~
12 ~~Lincoln Street right-of-way used by its contractors in connection with the construction of the~~
13 ~~improvements.~~

14 5. The term of this Agreement shall commence on the Effective Date and shall end,
15 subject to earlier termination in the event of a breach of this Agreement, five (5) years from the
16 Effective Date unless prior to such date the Application has finally been approved by the Town,
17 and the development permit for the work on the Property has been executed and signed by
18 Church.

19 6. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided
20 for herein, the execution of this Agreement shall not preclude the current or future application of
21 municipal, state or federal ordinances, laws, rules or regulations to the Property (collectively,
22 “laws”), including, but not limited to, building, fire, plumbing, engineering, electrical, and
23 mechanical codes, and the Town’s Development Code, Subdivision Standards⁴, and other land
24 use laws, as the same may be in effect from time to time throughout the term of this Agreement.
25 Except to the extent the Town otherwise specifically agrees, any development of the Property
26 shall be done in compliance with the then-current laws of the Town.

27
28 7. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of
29 the Town to adopt or amend any Town law, including, but not limited to the Town’s: (i)
30 Development Code, (ii) Comprehensive Plan, (iii) Land Use Guidelines, and (iv) Subdivision
31 Standards.

32
33 8. Prior to any action against Town for breach of this Agreement, Church shall give the
34 Town a sixty (60) day written notice of any claim of a breach or default by the Town, and the
35 Town shall have the opportunity to cure such alleged default within such time period.

36 9. Town shall not be responsible for, and Church shall have any remedy against the
37 Town, if the Project is prevented or delayed for reasons beyond the control of the Town.
38

³Chapter 11 of Title 9 of the Breckenridge Town Code.

⁴Chapter 2 of Title 9 of the Breckenridge Town Code.

1 10. Church not shall commence work on its Project until it obtains such other and further
2 Town permits and approvals as may be required from time to time by applicable Town
3 ordinances.
4

5 11. No official or employee of the Town shall be personally responsible for any actual or
6 alleged breach of this Agreement by the Town.
7

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

23 13. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall
24 not affect or impair the validity, legality or enforceability of the remaining provisions of the
25 Agreement.
26

27 14. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
28 Colorado Revised Statutes, as amended.
29

30 15. Section 11 of this Agreement shall survive the expiration or termination of this
31 Agreement and shall be fully enforceable thereafter, subject to any applicable statute of
32 limitation.
33

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

40 17. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit
41 County, Colorado.
42

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

1
2 19. Personal jurisdiction and venue for any civil action commenced by any Party to this
3 Agreement shall be deemed to be proper only if such action is commenced in District Court of
4 Summit County, Colorado. Church each expressly waive any right to bring such action in or to
5 remove such action to any other court, whether state or federal. **BOTH PARTIES WAIVE ANY**
6 **RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION TO ENFORCE, INTERPRET OR**
7 **CONSTRUE THIS AGREEMENT.**
8

9 20. Any notice required or permitted hereunder shall be in writing and shall be sufficient
10 if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:
11

12 If to the Town: Rick G. Holman, Town Manager
13 Town of Breckenridge
14 P.O. Box 168
15 Breckenridge, CO 80424
16

17 With a copy (which
18 shall not constitute
19 notice to the Town) to: Timothy H. Berry, Esq.
20 Town Attorney
21 P.O. Box 2
22 Leadville, CO 80461
23

24 If to Church: Reverend Charles F. Brumbaugh
25 Saint John the Baptist Episcopal Church
26 P.O. Box 2166
27 Breckenridge, CO 80424
28

29 Notices mailed in accordance with the provisions of this Section 21 shall be deemed to have been
30 given upon delivery. Notices personally delivered shall be deemed to have been given upon
31 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
32 Colorado Rules of Civil Procedure for service of civil process.
33

34 21. This Agreement shall be interpreted in accordance with the laws of the State of
35 Colorado without regard to principles of conflicts of laws.
36

37 22. This Agreement constitutes the entire agreement and understanding between the
38 Parties relating to the subject matter of this Agreement and supersedes any prior agreement or
39 understanding relating to such subject matter.
40

41 TOWN OF BRECKENRIDGE
42
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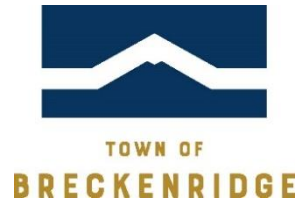
1 STATE OF COLORADO)
2) ss.
3 COUNTY OF SUMMIT)
4

5 The foregoing was acknowledged before me this ____ day of _____,
6 2020, by _____, as _____ of Saint
7 John The Baptist Episcopal Church of Breckenridge, a Colorado nonprofit corporation.
8

9 Witness my hand and official seal.
10

11 My commission expires: _____
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15 Notary Public
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Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 1/20/2020
Subject: Council Bill No. 3 (Leasing of Breckenridge Professional Building)

The second reading of the ordinance concerning the leasing of the Breckenridge Professional Building is scheduled for your meeting on January 28th. There are no changes proposed to ordinance from first reading (but note that the enclosed version of the ordinance contains the sentence that was added at the end of Section 1 before the ordinance was approved on first reading).

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

1 **FOR WORKSESSION/SECOND READING – JAN. 28**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 3

6
7 Series 2020

8
9 AN ORDINANCE CONCERNING THE LEASING OF THE BRECKENRIDGE
10 PROFESSIONAL BUILDING

11
12 WHEREAS, the Town owns that real property commonly known as the Breckenridge
13 Professional Building located at 130 Ski Hill Road, Breckenridge, Colorado; and

14
15 WHEREAS, the Breckenridge Professional Building contains condominium units that
16 need to be rented; and

17
18 WHEREAS, the Town Council finds and determines that the commercial real estate
19 rental market requires that the leases at the Breckenridge Professional Building have a term that
20 is longer than one year; and

21
22 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any lease of
23 Town-owned real property the term of which is longer than one year must be approved and
24 authorized by ordinance; and

25
26 WHEREAS, the Town Council desires to authorize the Town Manager to enter into leases
27 at the Breckenridge Professional Building that have a term longer than one year, all as more fully set
28 forth in this ordinance; and

29
30 WHEREAS, this ordinance complies with the requirement of Section 1-11-4 of the
31 Breckenridge Town Code.

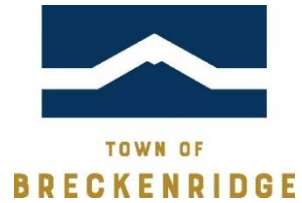
32
33 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
34 BRECKENRIDGE, COLORADO:

35
36 Section 1. The Town Manager is authorized, empowered, and directed to negotiate with
37 prospective tenants in the Breckenridge Professional Building, and to enter into leases binding on
38 the Town that have a term that may be longer than one year as the Town Manager determines to be
39 necessary, appropriate, and the best interest of the Town. In connection therewith, the Town
40 Manager shall have full power and authority to do and perform all matters and things necessary to
41 the leasing of the Breckenridge Professional Building. The Town Manager’s authority under this
42 ordinance shall not apply to any lease at the Breckenridge Professional Building that has a term,
43 including all option terms, longer than three years.
44

1 ATTEST:

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Helen Cospolich, CMC,
Town Clerk



Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 1/20/2020
Subject: Council Bill No. 4 (Amending Definition of Lewd and Indecent Displays)

The second reading of the ordinance amending the definition of “Lewd and Indecent Displays” in the Town Code is scheduled for your meeting on January 28th. 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. 14***

2
3 ***NO CHANGE FROM FIRST READING***

4
5 Additions To The Current Breckenridge Town Code Are
6 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

7
8 COUNCIL BILL NO. 4

9
10 Series 2020

11
12 AN ORDINANCE AMENDING SECTION 6-3-5 OF THE BRECKENRIDGE TOWN CODE
13 CONCERNING THE DEFINITION OF “LEWD AND INDECENT DISPLAYS”

14
15 WHEREAS, in the recent case of Free the Nipple-Fort Collins v. City of Fort Collins,
16 916 F.3d 762 (10th Cir. 2020), the U.S. Court of Appeals for the Tenth Circuit held that the Fort
17 Collins gender-specific public nudity ordinance violated the Equal Protection clause of the
18 United States Constitution; and

19 WHEREAS, the Fort Collins decision was not appealed and is now final; and

20 WHEREAS, Colorado is located within the Tenth Circuit and, as such, the Fort Collins
21 decision is binding on the Town of Breckenridge; and

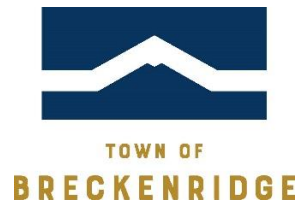
22 WHEREAS, it is necessary to amend the definition of “Lewd and Indecent Displays” in
23 Section 6-3-5 of the Breckenridge Town Code to comply with the Tenth Circuit’s decision in the
24 Fort Collins case.

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

27 Section 1. The definition of “Lewd and Indecent Displays” in Section 6-3-5 of the
28 Breckenridge Town Code is amended to read as follows:

29
30 LEWD AND INDECENT DISPLAYS: Performing ~~an act or acts which simulate~~ **any of**
31 **the following acts:**

- 32 A. Sexual intercourse, flagellation or any sexual acts which are prohibited by law;
33 B. The touching, caressing or fondling of the breast, buttocks, anus or genitals;
34 C. The displaying of the pubic hair, anus, vulva, or genitals; **or**
35 D. ~~The displaying of the postpubertal human female breast below a point immediately~~
36 ~~above the top of the areola, or the displaying of the postpubertal human female breast~~
37 ~~where the nipple only or the nipple and areola only are covered; or~~
38 E. The open display of urinary or excretory functions.



Memo

To: Breckenridge Town Council
From: Mark Truckey, Community Development Director
Date: January 21, 2020 (For January 28, 2020 Meeting)
Subject: Emergency Ordinance Regarding Housing Density

At its January 14 work session, the Council discussed the issue of transferring density owned by the Town to new deed-restricted workforce housing projects. Per the Joint Upper Blue Master Plan (JUBMP), the Town has indicated they will transfer density to such projects at a 1:2 ratio (one unit for each two units constructed). The reason for this transfer is to mitigate some of the impacts associated with the new housing created. Although workforce housing is highly desired, it does contribute to infrastructure impacts in the community and thus density should be allocated to these sites (prior to the 2011 JUMBP update workforce housing units were exempt from density requirements).

Since 2011 the Council has approved a number of these TDR transactions for workforce housing, where density was essentially moved from a property owned by the Town of Breckenridge to a workforce housing site. So far, all of these transactions have involved strictly residential projects. However, recently there has been discussion regarding whether the Town should transfer density it owns to a project that has a workforce housing component, but that workforce housing component was a requirement of another development approval. The Council has weighed in on this issue and has determined that it is not in the Town's interest or an obligation of the Town to transfer density to workforce housing when the housing is requirement of another development approval. Staff has drafted language below that addresses this concern. The attached emergency ordinance contains this same wording (please note the change to a 1:2 transfer ratio was approved by Council in 2018 but because of issues with the Codifiers the change is included again below).

E. Density For Employee Housing Projects: When new employee housing projects are developed within the corporate limits of the Town, the Town government may, in its sole discretion, ~~shall~~ transfer density it owns to the employee housing project at a one to ~~two~~ two ~~four~~ (1:2) ratio (i.e., transfer 1 development right for every 2 employee housing project units permitted to be built).

The Council also indicated that they were not comfortable transferring the Town's density to workforce housing related to commercial projects (e.g., when workforce housing units are constructed to offset negative points in the Development Code). Commercial projects tend to generate a much higher employee number, thus increasing our workforce housing demands, and the Council indicated that the developer of a commercial project should be responsible for transferring density to such projects. The above language also addresses this issue. However, there is an additional provision in the Development Code that gives a 10 percent density bonus for projects with workforce housing units. Because of the Council's direction, staff felt it was also appropriate to make an amendment to the density bonus language, to eliminate the bonus when it is related to a commercial project. The language below and in the attached ordinance addresses this concern.

A maximum of ten percent (10%) of the density of a project which is located outside of the Conservation District shall be excluded from the calculated density of ~~the~~ a residential project if such density is used to construct "employee housing" as defined in section 9-1-5 of this chapter. Developments with a

commercial component shall not be eligible for this density exclusion. An employee housing unit which is located within the Conservation District shall count against the density and mass of the project for which such unit was provided. Employee housing units that are condominiums shall be calculated as one thousand two hundred (1,200) square feet under subsection B of this section.

Staff will be available to answer any questions the Council may have regarding these Development Code changes.

1 ***FOR WORKSESSION/ADOPTION AS AN***
2 ***EMERGENCY ORDINANCE – JAN. 28***
3

4 Additions To The Current Breckenridge Town Code Are
5 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~
6

7 COUNCIL BILL NO. ____
8

9 Series 2020
10

11 AN EMERGENCY ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE
12 BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT
13 CODE,” CONCERNING DENSITY
14

15 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
16 COLORADO:
17

18 Section 1. Findings and Intent. The Town Council of the Town of Breckenridge,
19 Colorado find, determines, and declares as follows:
20

- 21 A. The Joint Upper Blue Master Plan, most recently adopted by the towns of
22 Breckenridge, Blue River, and Summit County in 2011, provides that when new
23 affordable workforce housing units are developed, the Town of Breckenridge should
24 transfer density it owns to the affordable workforce housing site.
25
- 26 B. The Town has subsequently implemented the Joint Upper Blue Master
27 Plan policy by agreeing that when new employee housing projects are
28 developed within the corporate limits of the Town, the Town government
29 will transfer density it owns to the employee housing project at a one to
30 two (1:2) ratio (i.e., transfer 1 development right for every 2 employee
31 housing project units permitted to be built). The 1:2 ratio, which is more
32 restrictive than the Joint Upper Blue Master Plan 1:4 policy, was agreed to
33 because the Town Council wanted to further mitigate the impacts of
34 workforce housing.
35
- 36 C. The Town has further implemented the Joint Upper Blue Policy and Section E of
37 Section 9-1-19-3A, “Policy 3 (Absolute) Density/Intensity,” of the Development
38 Code by transferring density to both public and private affordable workforce housing
39 projects. Although it is the Town’s express intent to continue to transfer density it
40 owns to residential housing projects, the Town Council finds that it is not appropriate
41 for the Town to transfer density it owns in certain circumstances, such as: (i) when
42 the housing is being constructed as an obligation of another development approval,
43 (ii) when positive points are awarded under the Development Code associated with a
44 commercial project, or (iii) in other unique circumstances. In such cases, the

1 developer shall be required to transfer the full amount of density required to the
2 project.

3
4 D. Based on Findings A, B, and C above, Section E of Section 9-1-19-3A, “Policy 3
5 (Absolute) Density/Intensity,” of the Breckenridge Town Code should be amended as
6 hereafter set forth.

7
8 E. The Town further encourages the development of attainable workforce housing units
9 within Town and thus provides a density incentive for when these projects are
10 constructed. However, the Town Council finds that it is not appropriate to provide the
11 density incentive when the housing is associated with a commercial project, because
12 commercial uses typically generate a higher number of employees than residential
13 projects
14

15 Section 2. Section E of Section 9-1-19-3A, “Policy 3 (Absolute Density/Intensity)” of the
16 Breckenridge Town Code, is amended to read as follows:
17

18 E. Density For Employee Housing Projects: When new employee housing
19 projects are developed within the corporate limits of the Town, the Town
20 government **may, in its sole discretion,** ~~shall~~ transfer density it owns to
21 the employee housing project at a one to ~~four~~ **two** (1:4 **1:2**) ratio (i.e.,
22 transfer 1 development right for every ~~4~~**2** employee housing project units
23 permitted to be built).
24

25 Section 3. Section D1 of Section 9-1-19-3A, “Policy 3 (Absolute Density/Intensity)” of
26 the Breckenridge Town Code, is amended to read as follows:
27

28 D.1 A maximum of ten percent (10%) of the density of a project which is located
29 outside of the Conservation District shall be excluded from the calculated density of
30 ~~the a residential~~ project if such density is used to construct "employee housing" as
31 defined in section 9-1-5 of this chapter. **A development with a commercial**
32 **component shall not be eligible for this density exclusion.** An employee housing
33 unit which is located within the Conservation District shall count against the density
34 and mass of the project for which such unit was provided. Employee housing units
35 that are condominiums shall be calculated as one thousand two hundred (1,200)
36 square feet under subsection B of this section.

37 Section 4. The Town Council hereby finds, determines and declares that it has the power
38 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
39 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.
40

41 Section 5. The Town Council of the Town of Breckenridge hereby finds, determines, and
42 declares that an emergency exists and that this ordinance is necessary for the immediate
43 preservation of public property, health, welfare, peace or safety. Because Section 9-1-24 of the
44 Development Code normally requires that a development permit application be reviewed under
45 the Town ordinances that were in effect at the time that such application was filed, thereby
46 “locking in” the Town ordinances that will apply to such application, the Town Council finds

1 and determines that the adoption of this ordinance as an emergency ordinance is necessary to
2 prevent any additional development permit applications from being filed prior to the time this
3 ordinance would become effective if adopted as a regular, non-emergency ordinance. Although
4 Section 9-1-24 would authorize the Town Council to change the normal rule and require that the
5 provisions of this ordinance be applied to all currently pending development permit applications
6 if such action is found to be necessary for the immediate preservation of the public health and
7 safety, the Town Council finds that public policy would be better served by making this
8 ordinance only applicable to development permit applications first filed with the Town after the
9 effective date of this ordinance. For these reason the Town Council further determines that the
10 adoption of this ordinance as an emergency ordinance is in the best interest of the citizens of the
11 Town of Breckenridge.

12
13 Section 6. Pursuant to Section 5.11 of the Breckenridge Town Charter this ordinance
14 shall take effect and be in full force upon adoption of this ordinance by the affirmative votes of at
15 least five (5) members of the Town Council.

16
17 Section 7. This ordinance shall be published in full within ten (10) days after adoption, or
18 as soon thereafter as possible, as required by Section 5.11 of the Breckenridge Town Charter.

19
20 ADOPTED AND APPROVED as an Emergency Ordinance this ___ day of _____,
21 2020.

22
23 TOWN OF BRECKENRIDGE, a Colorado
24 municipal corporation

25
26
27
28 By: _____
29 Eric S. Mamula, Mayor

30
31 ATTEST:
32
33
34
35 _____
36 Helen Cospolich, CMC,
37 Town Clerk

38
39 APPROVED IN FORM
40
41
42
43 _____
44 Town Attorney



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: January 22, 2020
Subject: Planning Commission Decisions of the January 21, 2020 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, JANUARY 21, 2020:

CLASS A APPLICATIONS: None

CLASS B APPLICATIONS: None

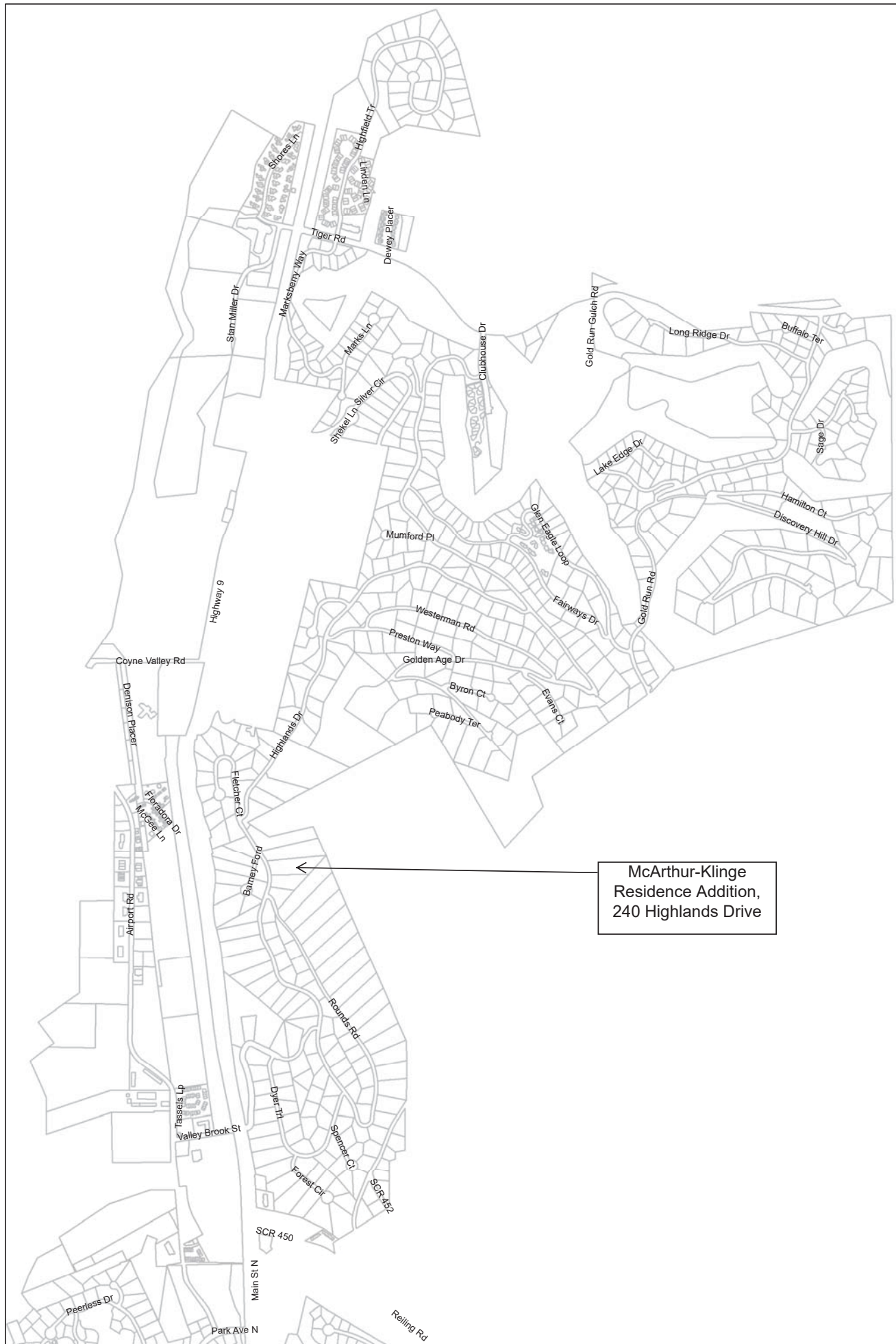
CLASS C APPLICATIONS:

McArthur-Klinge Residence Addition, 240 Highlands Drive, PL-2019-0593

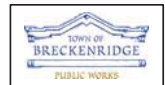
A proposal to construct a 1,400 sq. ft. addition with an open-air breezeway to an existing 4,055 sq. ft. single family residence. There are not any proposed modifications to the existing structure. *Approved.*

TOWN PROJECT HEARINGS: None

OTHER: None



McArthur-Klinge
Residence Addition,
240 Highlands Drive



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the January 7, 2020 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

Julia Puester added a net zero energy home ready update under Other Matters. With the one amendment, the January 21, 2020 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments

CONSENT CALENDAR:

1. McArthur-Klinge Residence Addition (CL), 240 Highlands Drive, PL-2019-0593
2. Walsh Garage – it was noted that this item has been continued to the February 4, 2020 Planning Commission Agenda.

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

OTHER MATTERS:

1. Town Council Summary

Mr. Truckey gave an overview of the January 14, 2020 Town Council Meeting.

Mr. Truckey: The Council called up the East Peak Eight Hotel, so it starts over as a De Novo Hearing, scheduled for the Council's evening meeting on January 28.

Mr. Schroder: Does that mean everything starts over? (Mr. Truckey: Yes, it's a brand new hearing. The Council will have to review the project just like the Planning Commission did.)

Mr. Giller: I can see how they'd want to better understand the membership thing.

Mr. Moore: Does notice go out again? (Mr. Kulick: Yes, it's already went out last Friday.)

Mr. Truckey: All the emails and comments that were sent to you, those don't go to Council because it's a new hearing. They will need to be sent again. (Mr. Kulick: I've already received 30 some comments that will be forwarded to the Council).

Mr. Truckey: Another Council discussion involved transferring density to certain workforce housing projects. As a rule in the past, if someone proposes a deed restricted unit, the Town has transferred density to that unit. In 2011, the JUMP was amended require these transfers to do so to account for the impacts on the overall community. Before 2011 density was free for deed restricted projects. The Council intends to transfer density to residential projects. However, given a recent proposal, the Council is not comfortable transferring density the Town owns to workforce units that are an obligation of another development approval or where the workforce units are built to offset the impacts of new commercial development. Now an emergency ordinance is going to be read at the Council meeting next week to change this to give discretion to the Council on whether or not the Town will transfer the density to a site.

Mr. Schuman: What does it mean when Pinewood I has requested the Town offload the project? (Mr. Truckey: The deed restriction falls off the property after around 25 years due to the type of

- financing. We are working with the current owners to make sure the units in that building are kept in a deed restriction in perpetuity.)
- Mr. Schuman: On the Town recent buy downs. Does the Town actively go out and buy a market rate unit and negotiate with a new owner to determine the amount of the buy down? (Mr. Truckey: As much as we are building new housing, we have an issue with existing housing stock that was used for workforce being sold off and no longer available to our workforce. We have been losing the long term housing for locals. As soon as we buy the unit, we put a deed restriction on the unit and sell it. Each purchase and sale is situational and so the costs may differ some.) See that some is sold for \$35k less while another is \$60k.
- Ms. Puester: The Town has gone out for an RFI for small cell providers. We are going through the information and vetting those internally. We are looking at our options to reduce the amount of poles we see.
- Mr. Gerard: Is there going to be any changes to the short term rental regulations? (Mr. Truckey: The County's rules are flexible. We did use the County's rules for occupancy except for the square footage rule, which in our opinion allowed to many occupants. When the council adopted the occupancy rules, there was pushback from some owners and property management companies. The Council is looking at a process to allow some larger homes to potentially have some more occupants—but it will be limited.)
- Ms. Leidal: What would the sq. ft. include? Wouldn't you be concerned about life safety?
- Mr. Lamb: If the house is sprinkled, then that's one thing. But if not, that's an issue.
- Mr. Truckey: We are getting requests on houses that have differentiating information between the Town's records and the Assessor's. We may have some process for inspections in the future for basic life/safety issues (e.g., egress windows, smoke and CO detectors).
- Mr. Schuman: Inspections are good because there are so many units out there that have done work without permits.
- Mr. Gerard: In our neighborhood, it's like a presidential parade when people come into town and stay at the short term rentals. There is parking all over properties and lots.
- Mr. Schroder: We touched on water issues with short term rentals.
- Mr. Kulick: When they come in with a permit, staff has to sign off on PIFs based on square footage.
- Mr. Schroder: It has to be more impactful when there are lots of people staying in a house.
- Mr. Kulick: A house in the Wellington typically uses more water being constantly occupied versus a short term rental in the Highlands.
- Mr. Moore: Hopefully parking restrictions will influence the amount of people. It's difficult to deal with short term rentals. There has to be some way to combine parking and the occupancy requirements.
- Mr. Giller: Is there an upper cap on larger houses?
- Mr. Truckey: Two occupants per bedroom, plus four is the current cap.

2. Saving Places Conference Coordination

- Ms. Puester: Some staff are going, all but one Planning Commissioner. Just wanted to give an opportunity for coordinating carpools...

3. Net Zero Energy Ready Homes

Mr. Truckey and Ms. Puester gave the Commission an overview of upcoming changes to the Building Code in terms of Sustainability.

- Mr. Truckey: With our sustainability efforts and the Climate Action Plan, we are moving towards making new buildings more efficient. In our recent adoption of the 2018 Building codes we removed some exceptions from the previous code. One of the exceptions is the required R value for windows. The second was regarding providing continuous exterior insulation. The third was requiring a blower door test. This was a first step. We have a working group that includes the

building industry, HC3, and building officials. The next step for the group is to require zero energy ready home construction. Essentially, new efficiencies can come in a number of ways but this is something that will hopefully be put in place in the next few months. With net zero energy ready homes, the home becomes net zero just by adding solar panels or other renewables. Hopefully this will be adopted in March.

Ms. Puester: If you see a house getting constructed without exterior insulation, there's an alternative route that is performance based. They have to hit targets, but they make up the efficiency in a different way.

Mr. Truckey: If the Code is adopted in March, it goes into effect in July. There will be a six month grace period and a process for builders to see if the houses they are building during this period are complying with the net zero energy ready standards. Compliance will be required by January 2021.

Ms. Puester: There are some development code modifications coming because of this like the Energy Policy, Water Conservation Policy, and Landscaping policy with regards to water.

Mr. Truckey: Regarding exterior energy use, Eagle and Pitkin Counties have a program where you can offset energy you are using by paying into a bank that collects money that's dispersed back into the community for energy efficiency projects. We may be moving in this direction because the program has been successful in Eagle and Pitkin in terms of how the money has been leveraged with projects. We are at the early stages of this proposal for consideration.

Mr. Giller: Will we require something in the Development Code addressing solar panels on roof orientation? (Mr. Truckey: We are going to implement a PV/zero energy ready requirement.) It might drive shapes of buildings and roofs to be more efficient. Will end up with simpler roofs, less dormers and wings. (Mr. Truckey: We added a positive point last year for being EV/PV ready. Both of those things are likely to become countywide requirements and our Development Code will be modified at that point to eliminate the positive point.)

Mr. Schuman: Will these changes limit the number of contractors who can build to the new standards? Will the bigger contractors be the only ones left? (Ms. Puester: Contractors, including the Home Builders Association has had representatives in every meeting regarding this. Building officials feel confident this will work and can be accomplished by the builders. Once the new Energy code goes in place, the scenarios they ran resulted in not much of a monetary increase from the codes that will be adopted and being net zero energy ready).

Mr. Truckey: It is likely that owners and builders will have to contract with energy consultants to help address the energy efficiency issues. This is already happening to a large extent with HERS ratings.

Mr. Giller: The products are out there. This isn't that big of a reach. This is great.

Mr. Lamb: Spray foam works well in historic houses.

Mr. Giller: Is this going to apply to building rehabilitations? (Mr. Truckey: This is only proposed for new construction. If the valuation of work is over 50,000 dollars they'll have to go through a HERS rating to see how they can improve but not required to make the improvements.)

Mr. Schuman: Will there be new incentive areas where positive points are given in the Development Code? (Mr. Truckey: If we change it significantly, we will need to look at that.)

ADJOURNMENT:

The meeting was adjourned at 6:16 pm.

Steve Gerard, Chair



Memo

To: Breckenridge Town Council Member

From: Corrie Burr, Administrator Child Care & Housing

Date: January 21, 2020

Subject: Breckenridge Child Care Advisory Committee Appointments

The Breckenridge Child Care Advisory Committee consists of up to ten members who are appointed by the Town Council.

Current members include:

- Johanna Gibbs, Chair
- Heather Garcia
- Joyce Ruderman
- Greta Shackelford
- Jay Homola
- Laura Amedro
- Maryjo Zweig
- Scott Perlow
- Dick Carleton, Town Council Representative

The Committee members' terms are three years with no term limit. Terms are staggered and approximately three members expire in January, each year. The three members whose terms expire this year are Greta Shackelford, Jay Homola and Laura Amedro. All three have requested to renew for another three-year term.

The Committee positions were advertised in the Summit Daily News, the Town of Breckenridge website and the Town of Breckenridge social media platforms. We received a total of seven applications for the available positions. The selection committee was comprised of Johanna Gibbs, Mark Truckey, Julia Puester, Laurie Best and Corrie Burr. After interviewing all candidates, the selection committee is recommending that Council re-appoint the three incumbents along with adding one new member to the BCCAC.

Greta Shackelford (Incumbent)	Joy Homola (Incumbent)
Laura Amedro (Incumbent)	Austyn Dineen