



TOWN OF
BRECKENRIDGE

Town Council Work Session

Tuesday, February 11, 2020, 3:00 PM

Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

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

Planning Commission Decisions

II. LEGISLATIVE REVIEW (3:05-3:25pm)

St. John's Development Agreement (Second Reading)

Kuhn Development Agreement; 203 Briar Rose Ln. (First Reading)

2019 Budget Appropriations - 2020 Rollover Appropriations (Resolutions and Public Hearings)

IGA with Summit County for Park County Commuter (Resolution)

III. MANAGERS REPORT (3:25-3:50pm)

Public Projects Update

Parking and Transportation Update

Housing and Childcare Update

Committee Reports

Breckenridge Events Committee

IV. OTHER (3:50-4:50pm)

Upper Blue Basin Forest Health Update

Council Member Projects

V. PLANNING MATTERS (4:50-5:50pm)

Sustainable Building Code Work Session

Accessory Dwelling Units

Child Care Funding Options



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: February 5, 2020
Subject: Planning Commission Decisions of the February 4, 2020 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, February 4, 2020:

CLASS A APPLICATIONS: None

CLASS B APPLICATIONS: None

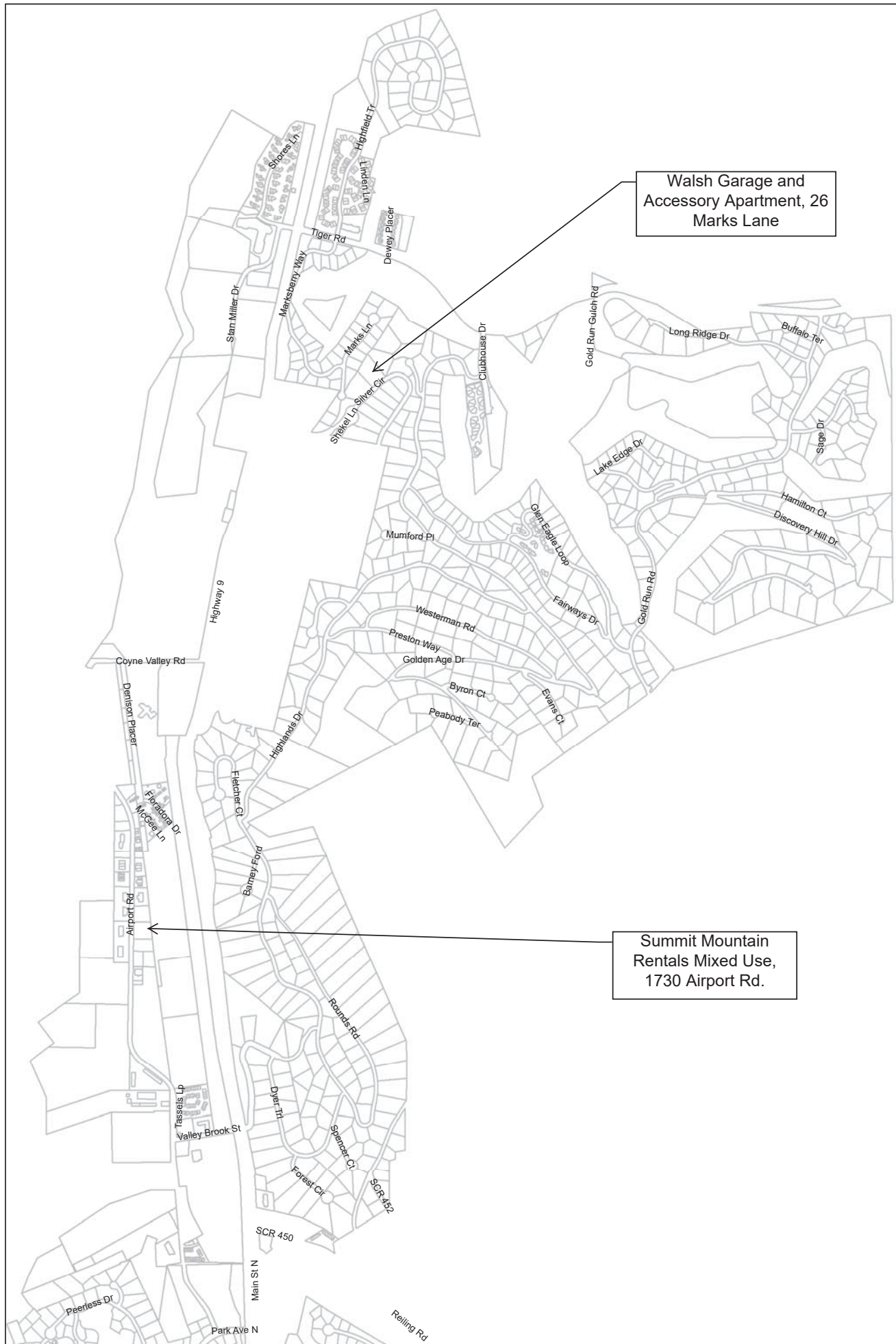
CLASS C APPLICATIONS:

1. Walsh Detached Garage, 26 Marks Lane, PL-2019-0549

An application to build a new 560 sq. ft. detached garage with 480 sq. ft. of bonus room space at ground level and 843 sq. ft. of bonus room space on the upper floor. *Approved.*

TOWN PROJECT HEARINGS: None

OTHER: None



Walsh Garage and
Accessory Apartment, 26
Marks Lane

Summit Mountain
Rentals Mixed Use,
1730 Airport Rd.



Breckenridge North





Collins Residence,
106 S. High Street



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

Christie Mathews-Leidal
Mike Giller
Dan Schroder

Jim Lamb
Steve Gerard
Lowell Moore

Ron Schuman

APPROVAL OF MINUTES

With no changes, the January 21, 2020 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the February 4, 2020 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments.

PRELIMINARY HEARINGS:

1. Summit Mountain Rentals Mixed Use (CL), 1730 Airport Rd, PL-2019-0500

Mr. LaChance presented a proposal to build a new 7,531 sq. ft. commercial office/retail building and seven (7) two bedroom apartments totaling 7,000 sq. ft. of residential space. The following specific questions were asked of the Commission:

1. Does the Commission agree that in order for the project to comply with Policy 22 (Absolute) Landscaping, trees should be relocated outside of proposed snow storage areas prior to the next Hearing?
2. Does the Commission agree with staff's analysis under Policy 18 (Relative) Parking regarding a joint parking facility?
3. Does the Commission agree with staff's analysis under Policy 19 (Relative) Loading in regards to physical separation of the loading area?
4. Does the Commission agree with the preliminary point analysis?

Commissioner Questions / Comments:

Ms. Leidal: I have questions on the circulation and architecture for the project. Negative three points were suggested for the lack of outside pedestrian connection. Has staff made any suggestions to the applicant? If a sidewalk was in front of the units connecting them north and south, would that provide a fix? (Mr. LaChance: Yes.) Are all ridgelines less than 50 feet? (Mr. LaChance: Yes.) In regards to the dumpster enclosure, you noted that there is mesh in the upper areas of the walls. Density and mass are not included in the calculations for this. Are we setting precedent by allowing this? There is not really any open areas here. (Mr. LaChance: Of the top of my head, we recently approved a Class D Minor Development Permit at the Distillery for a similar design.) I am concerned because there is not much mesh and we could be setting precedent for other projects with the same design. If we counted this as density, the project would be over density, receiving negative points. We do not have to assess negative points if there is an overage of density that is less than 5%, as long as the applicant transfers density to the project from the TDR bank. (Mr. LaChance: This project would only exceed the recommended mass, not density if the Commission were to count the dumpster enclosure as

mass. There is remaining density with the 10% density exemption for the employee unit.) (Ms. Puester: We will have to look more into precedent to see what other projects counted the dumpsters as density or mass and what their design looked like. We can bring that back to you.)

Mr. Giller: How would someone from a housing unit get to the bus stop? (Mr. LaChance: They would have to walk through the parking lot.) Mr. Giller: On the architectural plan, in the middle of the direct circulation access, there are a couple of “wing” walls that could be removed to provide better pedestrian access to the bus stop. I support the negative three points for bad circulation. (Mr. LaChance: In order to remove the negative points, would you recommend on the site plan additional sidewalks to connect the residential units to Fraction Rd.?) No, people will take the shortest route with or without sidewalk to the bus stop. The path needs to go through the parking lot to connect directly to the bus stop. It can be made welcoming and it will work. The sidewalk does not align above the number five in the open space area on the plan. If you lined that up, and made the walkway around the commercial building better by removing the west wing wall, it would be better.

Mr. Gerard: Building on Mike and Christie, there is an overage of parking spaces, and if the sidewalk was moved to the middle of the green space and two parking spaces were eliminated, there would be plenty of width for people to walk and they would not have to go right through the middle of parked cars. It would be a nice area to walk. Has anyone considered a covered bus stop for this site? (Mr. LaChance: We do not have a requirement under the code, although I believe we have positive points available, so staff has not pushed it. I had preliminary discussions with the architect last year about this, but no recent discussions.)

Mark Provino, Provino Architecture, Presented:

We are very excited about this project; it will be a great enhancement to the neighborhood. We appreciate staff’s time and Chapin’s presentation. Just a couple of items to clarify. The amount of roof area for the positive one point for energy conservation, it is not all of the roof area. It is 30% of the entire roof area of the project for the one point. Regarding the bus stop, we did discuss that with staff. We received a comment from Engineering about the proximity of the sidewalk to the bus stop. We have shifted it to the south so there will be room for a covered bus stop if the Town decides to install a shelter in the future. About the loading area, it is not an underground loading area, but it is physically separated from the majority of the users that are approaching the site. There won’t be a box truck sitting in front of the building that people need to navigate around. I’m happy to answer any other questions. The landscape architect with Norris Design is also here.

Mr. Schuman: The pocket park is also called out for a snowstack area. What is the plant material there between the parking lot and snow stack that is going to be plowed over?

Kim Cramer, Norris Design: When balancing snow storage and landscaping, we select plants that can take snow load. Red berry elder, for example, as well as other strong plants can hold snow and not be so impacted.

Mr. Schuman: There are bushes right at the curb that will get damaged by the plow. (Ms. Cramer: Red berry elders can be trimmed back before snow and will grow back well in spring.) Mr. Schuman: On the east side of the entrance, I am not sure how you are going to plow because the bushes are too close to the curb also.

Mr. Provino: In discussions with the owners, a small plow or loader is going to be used for snow plowing. They do not want to tear up the site either.

Mr. Schuman: On the loading zone, I’ll have to study it more, but there is some potential conflict with cars and the dumpster but not the general public, it seems. (Mr. Provino: There is a 24’ drive aisle that provides room. Any conflicts will be very brief and the dumpster enclosure is going to have very few people coming in and out of it. If the loading dock was on the south side of the building, it would be extremely problematic with the public.)

Mr. Schuman: In regards to the comment about adding a north south sidewalk in front of the residential

- units, I like the look of what is currently proposed. I like that it is broken up. The connection to the bus stop can be better. With regards to the PV, you have to put PV equipment in every building. (Mr. Provino: We will only have to put it in the buildings that have to make up that 30% requirement, not every building. The commercial building, the single family, and one duplex have south facing roofs that meet that 30% requirement.) I thought it was all buildings, just clarifying. (Mr. LaChance: Yes, I may have stated that all the buildings have PV, but the project is meeting the 30% as total of all roof area, not 30% for each building. My mistake.)
- Mr. Provino: The circulation comment about the wing walls, the one on the right hand side doesn't really stick out more than the open door adjacent to it. There is a 4-5' walkway still. Maybe some dimension lines are being read as part of the wall, but the wall does not block the sidewalk. There is accessibility and circulation to the front door of the building. We can modify the planter to make the walk wider, if the Commission would like to see that.
- Mr. Giller: The west wall is the issue, but it is easy to solve.

The hearing was opened for public comments. There were none and the public hearing was closed.

Commissioner Questions / Comments:

- Mr. Schuman:
1. Yes, I agree with staff that the trees need to be moved out of snow storage area.
 2. Yes, I agree with staff regarding no positive points for joint parking facility.
 3. Undecided. I am not sure on the loading requirement and physical separation. I have to do more homework on that.
 4. Yes, I agree with the point analysis. This is a fantastic plan for that empty lot. Well thought out and I appreciate the proposal.
- Mr. Lamb:
1. Yes, I agree with staff that the trees need to be moved out of snow storage area. Moving the trees out of the snowstack is a no brainer.
 2. Yes, I agree with staff regarding no positive points for joint parking facility.
 3. Yes, I agree with staff regarding no positive points for a loading area. I think it is a good place, it is out of the way. I am ok with how it is presented, but no positive point. I would like to see the internal circulation be improved.
 4. Yes, I agree with the point analysis. It is on the money. Great project with a few minor things to flesh out.
- Mr. Giller:
1. Yes, I agree with staff that the trees need to be moved out of snow storage area.
 2. Yes, I agree with staff regarding no positive points for joint parking facility.
 3. Yes, I agree with staff regarding no positive points for a loading area. It is in right location, but if there was a way to visually separate it a bit more, it could be helpful. The bike racks at the edge of the loading zone could be a problem.
 4. Yes, I support the point analysis. Clean up the internal circulation. Great project.
- Mr. Moore:
1. Yes, I agree with staff that the trees need to be moved out of snow storage area.
 2. Yes, I agree with staff regarding no positive points for joint parking facility.
 3. No, I disagree with staff and would give positive one (+1) point for the loading area. It is the best place to put it. For internal circulation, the sidewalks could be simplified. The east-west connection to Airport Rd. and the connection to Fraction Rd. to the south for the residential units needs to be addressed.
 4. Yes, I agree with the points analysis.
- Mr. Schroder: Thanks for your presentation, Chapin, and to the applicant for doing something with this property.
1. Yes, I agree with staff that the trees need to be moved out of snow storage area. With the

trees, the one thing that did not really come up much is that I would like the landscape architect to keep the screening but move trees out of the snow stacking areas. So that plows do not just push over the trees. The trees could be slightly moved so there is still screening.

2. Yes, I agree with staff regarding no positive points for joint parking facility.
3. Yes, I agree with staff regarding no positive points for a loading area. Mostly because of the lack of separation of the loading area. It is separated once you get to it, but there is the whole act of approach that is not separate at all. City Market is fully separate because you do not have to go through the main parking area to get to the dock. One suggestion could be another curb cut, but that could lose a point as well. My thought was regarding the northeast corner of the property. I am not sure what is there. What is that area? (Ms. Puester: That is the Block 11 satellite overflow parking area.) If all the buildings were to slide south, that that could happen to get to the loading dock, it would eliminate conflict but presents other issues and is off site. I support staff for zero points on the separation of the loading zone.
4. Yes, I agree with the passing points analysis.

Ms. Leidal: Nice site and landscaping plans. I have a few comments that will make this better. Great job right off the bat.

1. Yes, I agree with staff that the trees need to be moved out of snow storage area.
2. Yes, I agree with staff regarding no positive points for joint parking facility.
3. Yes, I agree with staff regarding no positive points for a loading area.
I do not support points for either the joint parking or the loading dock, based on past precedent like Broken Compass. I believe that you have to provide parking for all own uses on own site. This policy is for separately owned parcels consolidating parking into one area.
4. Yes, I agree with the points analysis, except that I do not support positive point under 18/R for shared access. Chapter 3 of Development Code only allows one curb cut unless specifically approved by the town engineer. I do not think they should get a point for doing something that is required in the Development Code. Also, I do not support 4R mass assessment for the dumpster enclosure, because I am very concerned for setting precedent on how we calculate mass. For example, if it was a restaurant seating area and two of the walls were made of mesh would that not count towards density, mass or parking? Concerned about that and think there is the option to transfer density in and avoid negative points and not create unintended precedent.

Mr. Gerard: Really nice project in an area that can use some sprucing up. Happy to have this in front of us.

1. Yes, I agree with staff that the trees need to be moved out of snow storage area. There could be some minor modifications to tree and shrub locations to address snow storage.
2. Yes, I agree with staff regarding no positive points for joint parking facility. I think the positive point for a joint parking facility comes into play when you are making more efficient use of more limited spaces. As Chapin pointed out, there is plenty of spaces. We are approaching overbuilding of parking space. I don't think it is anything special, just two things together sharing a parking lot.
3. Yes, I agree with staff regarding no positive points for a loading area. The loading dock is in right place, but you have to drive through entire parking area to get there. Significant maneuvering required to back in. Good location, but it is not special like an underground dock or the one at City Market. No positive point.
4. Yes, I agree with the point analysis, but I have same concern about dumpster and density/mass and not counting it because of open aired mesh. We have to be careful about

Ms. Leidal: setting precedent. Fine place for it, but should count as density/mass. (Mr. Provino: I thought density was conditioned enclosed building area that could be habitable space.)
The Mass is the problem here. (Mr. Provino: How should I modify the enclosure to alleviate that concern? I thought the intent was to be able to screen and enclose the dumpster for aesthetics and wildlife.) (Ms. Puester: Staff can work with you on what might qualify as mass and you with some provide examples.)

2. Collins Residence (CK), 106 S. High Street, PL-2019-0068

Mr. Kulick presented a proposal to remove the existing non-historic modular home and construct a new 4 bedroom, 5 bathroom residence with a 2-car garage along South High Street. The following specific questions were asked of the Commission:

1. Windows and Doors - Staff recommends the elimination of the French Doors in favor of a single door on the connector to comply with Design Standards 91, 95 and 96. Does the Commission support this recommendation?
2. Connector - Does the Commission believe the proposed design features a connector and therefore should follow the width, setback and simple design standards of Policy 80A?
3. Ornamentation - Does the Commission find the proposed truss meets the intent of Priority Design Standard 130?
4. Does the Commission support the recommended point analysis?

Commissioner Questions / Comments:

Mr. Lamb: It says in staff report that mass was reduced. The numbers reflect an increase. (Mr. Kulick: This should actually say it is an increase. That is a mistake in the staff report.)

Mr. Giller: Could you speak to Policy 80A. How does it apply to historic versus contemporary? (Mr. Kulick: On a historic project, it is required to have a connector. On a new project it is required to have a connector based on the overall square footage of the modules. Because the design is broken up into two modules, staff feels the policy is applicable. Policy 80A states: use a connector to link smaller modules. In this case, the modules are a comparable size and you could have two separate modules with no connector. Other policies do come into play creating this type of design, which could have been the reason for the design itself. Staff is taking the position that this is a connector because it is linking two smaller modules.)

Mr. Giller: It says use connectors to link smaller modules to a historic structure.

Ms. Puester: Policy 80A states, "Use connectors to link smaller modules and for new additions to historic structures". Its both.

Mr. Giller: With two modules, front and back, all 80A criteria apply because its two modules? (Mr. Kulick: Yes. At the last hearing it was a split decision so we went back and t reviewed the code. The "and" in the Design Standard is what is requiring the connector.)

Janet Sutterley, Architect, Presented:

I was kind of surprised by all this because I would not have left a second preliminary hearing with an unknown decision. My notes from that meeting say that four people believed it is not a connector and two believing it is a connector. I would like to go over all of this for clarification. Staff came back with the connector discussion again, but I thought it was decided at the previous meeting. I would like to point out where I think the disconnect was reading through my notes... Mr. Schuman and Ms. Leidal said that it is a connector. Mr. Schroder said it is not a connector because it is a product of own time. Mr. Lamb agreed with Mr. Schroeder. Mr. Moore also agreed with Mr. Schroeder except wanted front door to be squared more. Mr. Giller said he was okay with the angles in the rear, and I took that to mean that it was not a connector. In this character area, the upper end of the average module size is 2,300 square feet. We are below the requirement with the square footage of this entire project. This is a good solution for this design by stepping roof lines down to reduce overall massing. If you look at the south elevation, the portion of the building with the lowest roof line could have easily been

moved to the rear of the house with no issues. I thought it looked better to step the roofline down and this is not visible from the street. I have two examples, one that includes the Harris Residence. Their connector is required but is all glass on the south side. They use the south side of their house as the outdoor living space. You cannot see it from anywhere. If it had to be a solid wall with a small door, the feel of the living space would be completely different without the glass and opening. In the current time, with energy efficiency, what we are trying to do here is get some passive solar and utilize the south side by having more glass. The Searle residence also has a connector. This property is on the corner and when it is completed, you will see the entire connector from the street. That one should meet all of the connector guidelines because it is highly visible. The proposed design on this project results in less massing overall and it should not set precedent because is it not required to have a connector.

Ms. Leidal: Are you going to throw off the interior design if the exterior is squared up? (Ms. Sutterley: It was important to break up the north wall because I didn't want to have a gigantic long wall. We can go up to a fourteen foot plate but I don't want to because it gives more massing and is not needed). Could you redesign the bathroom to meet the step-in requirement? (Mr. Kulick: That would help with the two-thirds requirement but not with the minimum 2' setback requirement.) (Ms. Sutterley: The real question is that we are seeing if this is a connector or not.)

The hearing was opened for public comments.

Wally Ducayet, 102 S. High Street: I live two doors down from this house. The north wall that Janet is referring to is visible from my house. I like the design that she was not required to do. She did not have to break up the massing the way it is shown. There is nothing between my house and the long area connecting the two bigger areas, but I think breaking it up is important. I would hate to see everything changed because if it becomes a connector, it would impact me.

With no additional public comment, the hearing was closed.

Commissioner Questions / Comments:

- Mr. Schuman: I agree with the elimination of the French doors. I have always read this as a connector. The Code says if its connecting to a historic structure or connecting new to new it is a connector. I see it as a connector. For ornamentation, the truss does meet the code. I support point analysis.
- Mr. Lamb: The French doors, you will not see. I am fine with those. I like the design as it is. I would not change a thing. The truss is fine. Ready for final.
- Mr. Giller: I concur with the French door. I think we are misinterpreting this connector policy because that stems from Secretary of the Interior's Standards to minimize impact to Historic Structures. Massing on this project is sound and it works well. The truss meets the intent. I reluctantly support the point analysis.
- Ms. Leidal: I believe it is a connector because it is used to link two smaller modules. It is a choice to design it this way. Just like other policies in the Code, you do not have to comply unless certain things are designed. For example, the fireplace policy. You do not have to have a fireplace but if you do, it has to be EPA Phase II. On the Casey residence, staff had that project eliminate French doors. On the Harris residence, the State had concerns. (Ms. Sutterley: Those were about the module size, not the glass.) I say yes on questions one through four.
- Mr. Schroder: Since each module has its own staircase, each is its own module. I say this is a connector, which means I am changing my position from before. I agree with staff that this is a connector. For the windows and doors, they need to be simplified. Remove the French doors. For ornamentation, I am okay with the truss. I support the point analysis.
- Mr. Moore: I understand the frustration with this. There was quite a bit of discussion at the previous

meeting. If you are not required to have a connector, but you design one, you have to meet the rules. If designed differently, you would not have to have connector. On the windows and doors, we have to treat this as a connector because of the policy. We have to lose the French doors. On connectors, we have decided our interpretation is different from October because of the word 'and'. On ornamentation, I have no problem with the truss. I agree with point analysis.

Mr. Gerard: I was absent at the previous meeting. I did look at the project before that but I always thought this was a connector. Without the connector, you would squish the two modules together and it would be bigger. The connector makes the design what it is. Design 91 and 95 have design standards that limit windows and doors in connectors. No historic buildings have French doors. Great design but I think it is a connector. The current windows and doors fail Policies 91 and 95, because it is a connector. I agree with staff. Number three, truss is fine, I think it looks nice. Not a major change. I support the point analysis. I would like to see corner squared off. We should get this to final and get this built.

OTHER HEARINGS:

1. Walsh Detached Garage (LS), 26 Marks Lane, PL-2019-0549 (*Called up and continued from the January 7, 2020 Planning Commission Meeting*)

Mr. Sponable presented a proposal to build a new 560 sq. ft. detached garage with a 480 sq. ft. bonus room at ground level and an 843 sq. ft. bonus area on the upper floor.

Tim Walsh, Owner, 26 Marks Lane: This is our primary residence as we are transitioning out of Golden to move up here. This is not an attempt at developing an ADU. We have never rented the property and never intended to rent the property. We could play games and attach the unit to make it more legitimate and overall, I would prefer a kitchen in this addition. Really, I do not like deed restrictions on properties because they are difficult to manage and maintain. My lawyers would agree. The thing to do is have a code that is easy to interpret. There is a condition on the permit already stating that this is not an accessory apartment. If we want to change that, we will have to come back and modify the permit.

The hearing was opened for public comment. There were none and public comment was closed.

Commissioner Questions / Comments:

Ms. Leidal: Thank you for working with staff. I understand it is not your intent, but the next owner could do so. I suggest Finding 5 and Condition 3 to be modified to today's date and update the expiration date to 18 months from the Town Council meeting.

Mr. Schroeder: If there is not a kitchen it is not an accessory apartment. The Town Attorney says this meets code. I will support as presented.

Mr. Moore: I support the project as presented. We need to codify if we are going to start calling things ADUs.

Mr. Schuman: I am in favor with Town attorney's comments. Glad we are back to a level playing field. I support project.

Mr. Lamb: I am fine with approval.

Mr. Giller: I am also fine with approval. Just to explain what happened, we recently had a work session with codes related to accessory apartments and how these are impacting Breckenridge. This is a hot topic right now and we just wanted to hear from you. Thank you for coming.

Mr. Moore made a motion to approve PL-2019-0549, Walsh Detached Garage, as recommended by staff with the modified findings and conditions. Mr. Schuman seconded. The motion passed 7-0.

OTHER MATTERS:

1. Town Council Summary

Mr. Truckey presented an overview of the January 28th, 2020 Town Council Meeting. The De Novo hearing for East Peak 8 was rescheduled to February 25, 2020 at the request of the applicant. The Council did adopt new subdivision standards. The St. John's development agreement was continued to February 11. Council approved an emergency ordinance that gives the Town Council discretion on whether they will transfer town-owned density to deed restricted units to account for the density associated with the units. There was also a joint meeting with the BOCC. The main topics were childcare and the Housing Helps program.

Commissioner Questions / Comments:

- Ms. Leidal: So, on all workforce-housing units, does the density get extinguished from the JUMP?
- Mr. Truckey: Yes and no. On tonight's project, they qualified for the 10% bonus of density. That is an additional change the Council made. Council does not want to transfer density to commercial projects.
- Ms. Leidal: So if I have a half deed restricted and half market rate residential project, do I have to transfer density to the site for the employee units?
- Mr. Kulick: Only if they are over density for the entire site. On tonight's project, there was a bonus to have your density go further because you are providing an employee unit. It is a calculated density versus exceeding total allowed density.
- Ms. Leidal: I know we have to abide by the JUMP, so I was curious how the employee housing density worked.
- Mr. Schuman: They probably didn't talk about Feister property in Frisco. Is there any discussion on the Town keeping their commitment of Open Space? (Mr. Truckey: That particular discussion did not come up. The Council sent a letter to the BOCC opposing the Feister deal. Answer seems that the current Council does not want to change Open Space and wishes to protect it.)
- Ms. Puester: Since there was a question about ADUs tonight, those updates will be going to Council next week as a work session with readings following after.

ADJOURNMENT:

The meeting was adjourned at 7:35 pm.

Steve Gerard, Chair



Memo

To: Town Council
From: Jeremy Lott, AICP, Planner II
Date: February 4, 2020 for meeting of February 11, 2020
Subject: Second Reading: Saint John the Baptist Episcopal Church Development Agreement Changes

The First Reading for the Development Agreement at Saint John the Baptist Episcopal Church was held on January 14, 2020. At the January 28, 2020 meeting, the applicant requested to continue the Second Reading to February 11. The applicant has since requested some changes to the Development Agreement language. The applicant is not proposing to change any of the previous requests or what the church is offering as a public benefit.

The following items are newly proposed requests from the applicant since the First Reading. These requests all either relate to the ability to receive positive points during the development review process or a waiver of negative points during development review. Staff understands that the Council has had concerns about similar issues on other development agreements (e.g., earning positive points for something that is committed to in the development agreement). Therefore, we look for Council direction on whether they are comfortable with waiving points on each of these policies listed below:

- Policy 3A/R (Density/Intensity): Additional density is proposed to be added to the property, bringing the total to 3,951 sq. ft. The total allowed density is 2,016 sq. ft. This overage would put the property at 195% of total allowed density. This project would be given negative one-hundred (-100) points. However, an overage of this amount would also fail the absolute portion of Policy 3A for maximum above-ground square footage allowed in the Historic District. It is also not normally possible to overcome the negative points associated with the relative policy and have a passing project. The applicant requests that the Town Council waive the absolute policy requirement of this policy and negative points as the project would not be able to pass a point analysis, even with the positive points that the applicant has requested above.
- Policy 4A/R (Mass): An additional 50 sq. ft. of additional Mass to construct an enclosure for trash/recycling containers. The total mass on the property would be 2,648 sq. ft. and is allowed a total of 2,016 sq. ft. Since the Mass on the structure is being altered, it is required to meet current code. An overage of this amount would be given negative one hundred (-100) points for being over mass per code. However, much like Policy 3 above, this project would fail due to the Historic District restrictions on Mass.
- Policy 9/R (Placement of Structures): There is an addition proposed on the non-historic portion of the structure which does not meet the relative setback five feet (5'). Although the addition does not extend past the existing building, the project could receive negative three (-3) points for not meeting a relative setback and the applicant requests a waiver from these negative points.

- Policy 22R (Landscaping): Under this policy, properties are required to provide screening and site buffering from adjacent properties. Due to the scope of work the applicant feels that some existing landscaping may be removed from the site, which could receive negative two (-2) points.

The applicant is also asking for the ability to receive positive points for the following public benefits, should they be found applicable by the Planning Commission to the project:

- Policy 16R (Internal Circulation): The project includes a pedestrian easement and concrete walkway that would connect the Breckenridge Grand Vacations Community Center to French Street. Previous precedent under this policy awarded positive three (+3) points to projects that provided a similar public pedestrian connection.
- Policy 24R (Social Community): Projects with a similar scope of work for Historic Preservation are awarded positive three (+3) points.
- Policy 24R: (Social Community): Projects that provide space for social services are eligible for the following, pending Planning Commission analysis. This would allow for up to positive eight (+8) points.

4 x (-2/+2)	C.	Social Services: Developments which provide social services are encouraged. Social services shall include, but not be limited to: daycare centers and nurseries, educational programs and facilities; programs and facilities for the elderly and the young; and other programs and facilities which will enhance the social climate of the community. This shall include theaters, playhouses, and any other developments which will promote the arts within the Town. Positive points shall be awarded under this subsection only for the provision of social services which are located on the applicant's property. (Ord. 37, Series 2002)
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If Town Council would like to consider these changes, staff recommends that this second reading be continued until February 25, 2020. If the Council does not want to consider these requests, the item will still be reviewed at the evening agenda.

1 **FOR WORKSESSION/SECOND READING – FEB. 11**

2
3 **NO CHANGE TO ORDINANCE 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.
45

1 Section 6. Effective Date. This ordinance shall be published and become effective as
2 provided by Section 5.9 of the Breckenridge Town Charter.
3

4 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
5 PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the
6 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
7 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
8 Town.
9

10 TOWN OF BRECKENRIDGE
11
12

13 By: _____
14 Eric S. Mamula, Mayor
15

16 ATTEST:
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21 _____
22 Helen Cospolich, CMC,
23 Town Clerk
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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 **by a court** that the Town
29 may not legally provide such density for any reason the Church the Town will not provide such
30 density, and the Church will purchase the required density and transfer the purchased density to
31 the 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
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By: _____
Rick G. Holman, Town Manager

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ATTEST:

Helen Cspolich, CMC, Town
Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2020 by Rick G. Holman, as Town Manager, and Helen Cspolich, CMC, as Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires:_____

Notary Public

SAINT JOHN THE BAPTIST EPISCOPAL
CHURCH OF BRECKENRIDGE, a
Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

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: _____
12
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15 Notary Public
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Jeremy Lott

From: Matt Stais <matt@staisarchitects.com>
Sent: Wednesday, February 5, 2020 5:26 PM
To: Chris Kulick
Cc: Julia Puester; Jeremy Lott; Shana Bundy; Wallace Ducayet; Lawrence R. Hitt II
Subject: RE: requested edits to SJB - revised 5:25 pm

Chris, Jeremy – regarding the pending Development Agreement for St. John’s Church, and based on recent discussions and emails with Town staff and attorney, the applicant would like to request clarification of the following points prior to second reading:

- Staff memo of 1.8.2020 (as included in Council packet for 1.14 worksession): language referring to expansion of community services and community meetings (bottom of page 50); add language that indicates these services and meetings shall be ‘subject to Church policies’.
- Density: Section 3 of the Agreement; add highlighted language ‘if it is ever determined **by a Court** that the Town may not legally provide such density....’ .
- Add section for mass: Town will provide up to 50 sq ft additional mass (for expanded shed, since Town is not allowing Church to use nearby community dumpster).
- Policy 3A/R (Density/Intensity): Additional density is proposed to be added to the property which is currently over density by 195% would be awarded negative thirty-five (-100) points per Code. However, an overage of this amount would also fail the absolute portion of Policy 3A for maximum above-ground square footage allowed in the Historic District. It is also not normally possible to overcome the negative points associated with the relative policy and have a passing project. The applicant requests that the Town Council waive the absolute policy requirement of this policy and negative points as the project would not be able to pass a point analysis, even with the positive points that the applicant has requested above.
- Policy 4A/R (Mass): This policy would become effective because the existing mass of the building is being modified. The project would fail the absolute portion of this policy for maximum above-ground square footage allowed in the Historic District. The applicant requests that the Town Council include the waiver to Policy 4A.
- Policy 9/R (Placement of Structures): There is an addition proposed on the non-historic portion of the structure which does not meet the relative setback five feet (5’). Although the addition does not extend past the existing building, the project could receive negative three (-3) points and the applicant requests a waiver from these negative points.
- The project may be eligible for positive points for the following relative policies, subject to current development code:
 - o Dumpster enclosure
 - o Pedestrian connection/sidewalk/easement
 - o Landmarking of historic building
 - o Meeting and conference rooms
- Negative points shall not be assessed for existing landscaping that must be removed for construction of new lower level. Applicant will endeavor to preserve as much existing vegetation as possible during the course of construction.

I understand that the Town staff and/or Council may wish to continue the second reading of the Development Agreement, based on the nature of these requests. The applicant is ready to work with the Town on the timing of this Development Agreement.

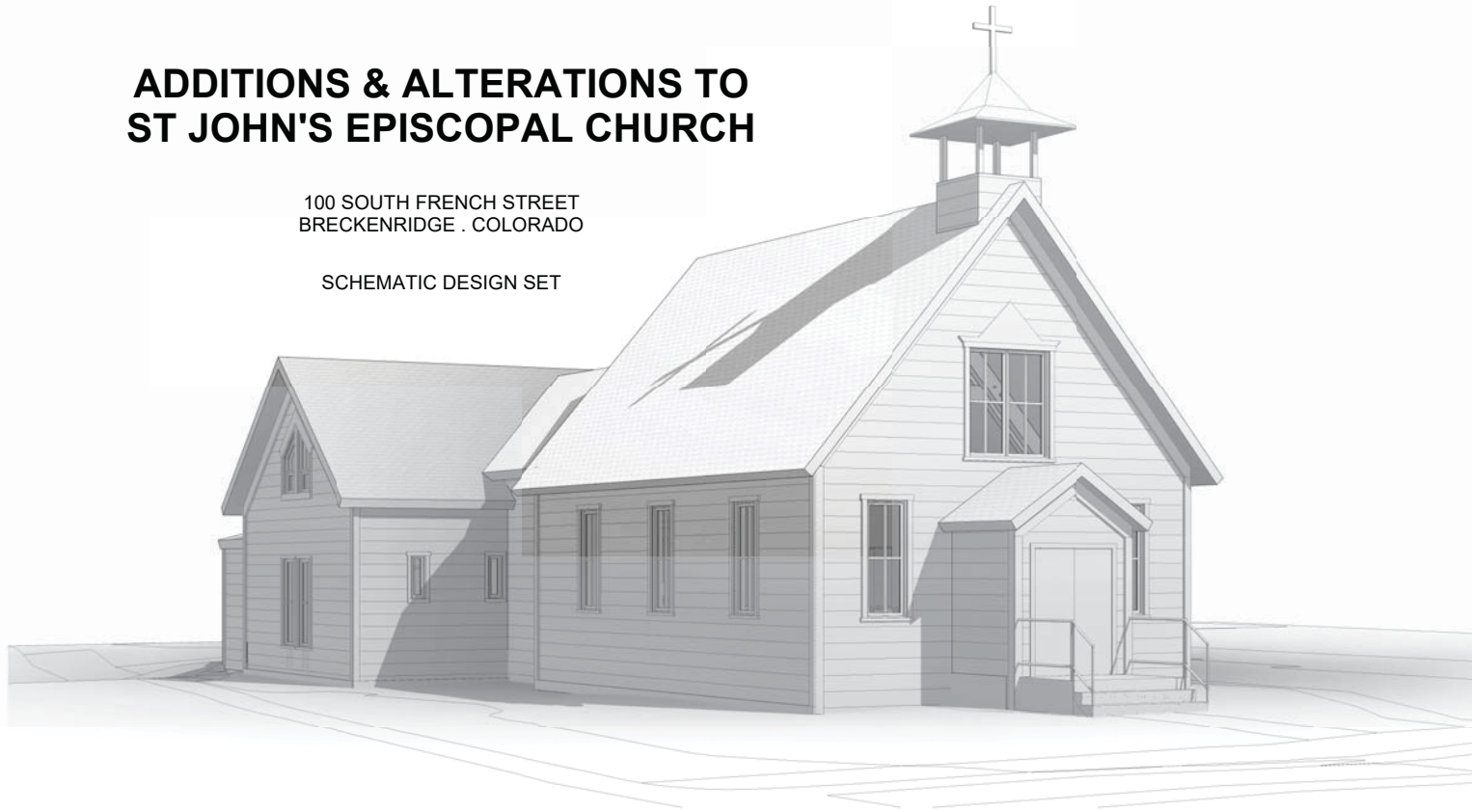
I look forward to your feedback. Thank you.

matthew stais

ADDITIONS & ALTERATIONS TO ST JOHN'S EPISCOPAL CHURCH

100 SOUTH FRENCH STREET
BRECKENRIDGE . COLORADO

SCHEMATIC DESIGN SET



**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

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STAISS.

ISSUE:

schematic	27 dec 2019

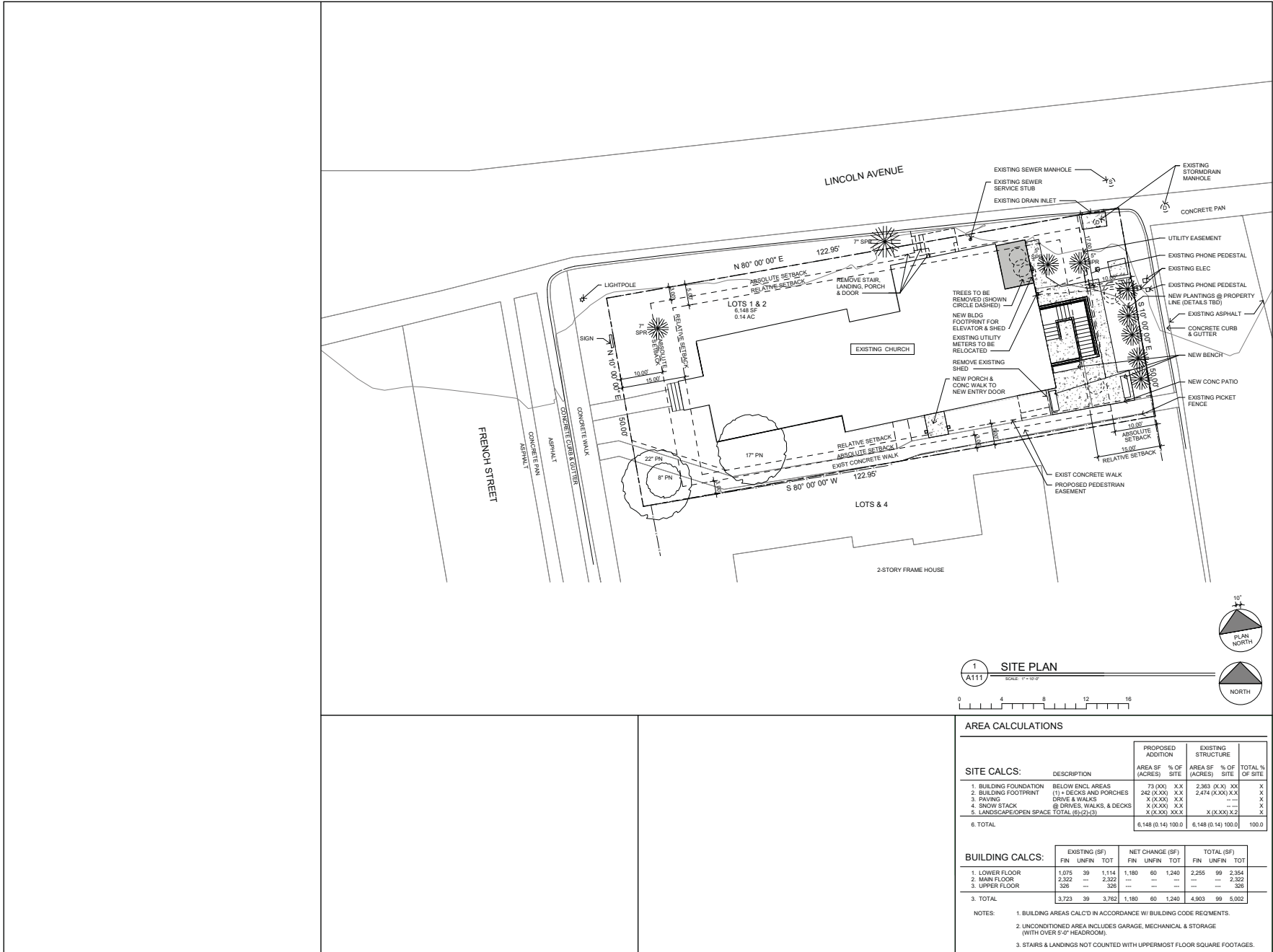
SHEET INDEX

CS	COVER SHEET	A111	SITE PLAN, AREA CALCS & NOTES	A210	LOWER FLOOR PLAN	A301	EXTERIOR ELEVATIONS
		A120	CONSTRUCTION STAGING PLAN	A211	MAIN FLOOR PLAN	A302	EXTERIOR ELEVATIONS
				A212	UPPER FLOOR PLAN	A303	EXTERIOR ELEVATIONS
						A311	EXTERIOR PERSPECTIVES

COVER SHEET

draft

CS



www.staisarchitects.com

**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 abette addition
breckenridge, colorado

PROJECT # 1963

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PROHIBITED.

ISSUE:

review	21 nov 2019
review	13 dec 2019
schematic	27 dec 2019

1 SITE PLAN

SCALE: 1" = 10'-0"

AREA CALCULATIONS

SITE CALCS:	DESCRIPTION	PROPOSED ADDITION		EXISTING STRUCTURE		TOTAL % OF SITE
		AREA SF (ACRES)	% OF SITE	AREA SF (ACRES)	% OF SITE	
1.	BUILDING FOUNDATION BELOW ENCL AREAS	73 (0.00)	X X	2,363 (0.05)	XX	X
2.	BUILDING FOOTPRINT (1) + DECKS AND PORCHES	242 (0.00)	X X	2,474 (0.06)	XX	X
3.	PAVING DRIVE & WALKS	X (0.00)	X X	---	---	X
4.	SNOW STACK @ DRIVES, WALKS, & DECKS	X (0.00)	X X	---	---	X
5.	LANDSCAPE/OPEN SPACE TOTAL (6)+(2)+(3)	X (0.00)	XXX	X (0.00)	XX	X
6.	TOTAL	6,148 (0.14)	100.0	6,148 (0.14)	100.0	100.0

BUILDING CALCS:	EXISTING (SF)			NET CHANGE (SF)			TOTAL (SF)			
	FIN	UNFIN	TOT	FIN	UNFIN	TOT	FIN	UNFIN	TOT	
1.	LOWER FLOOR	1,075	39	1,114	1,180	60	1,240	2,255	99	2,354
2.	MAIN FLOOR	2,322	---	2,322	---	---	---	---	---	2,322
3.	UPPER FLOOR	326	---	326	---	---	---	---	---	326
3.	TOTAL	3,723	39	3,762	1,180	60	1,240	4,903	99	5,002

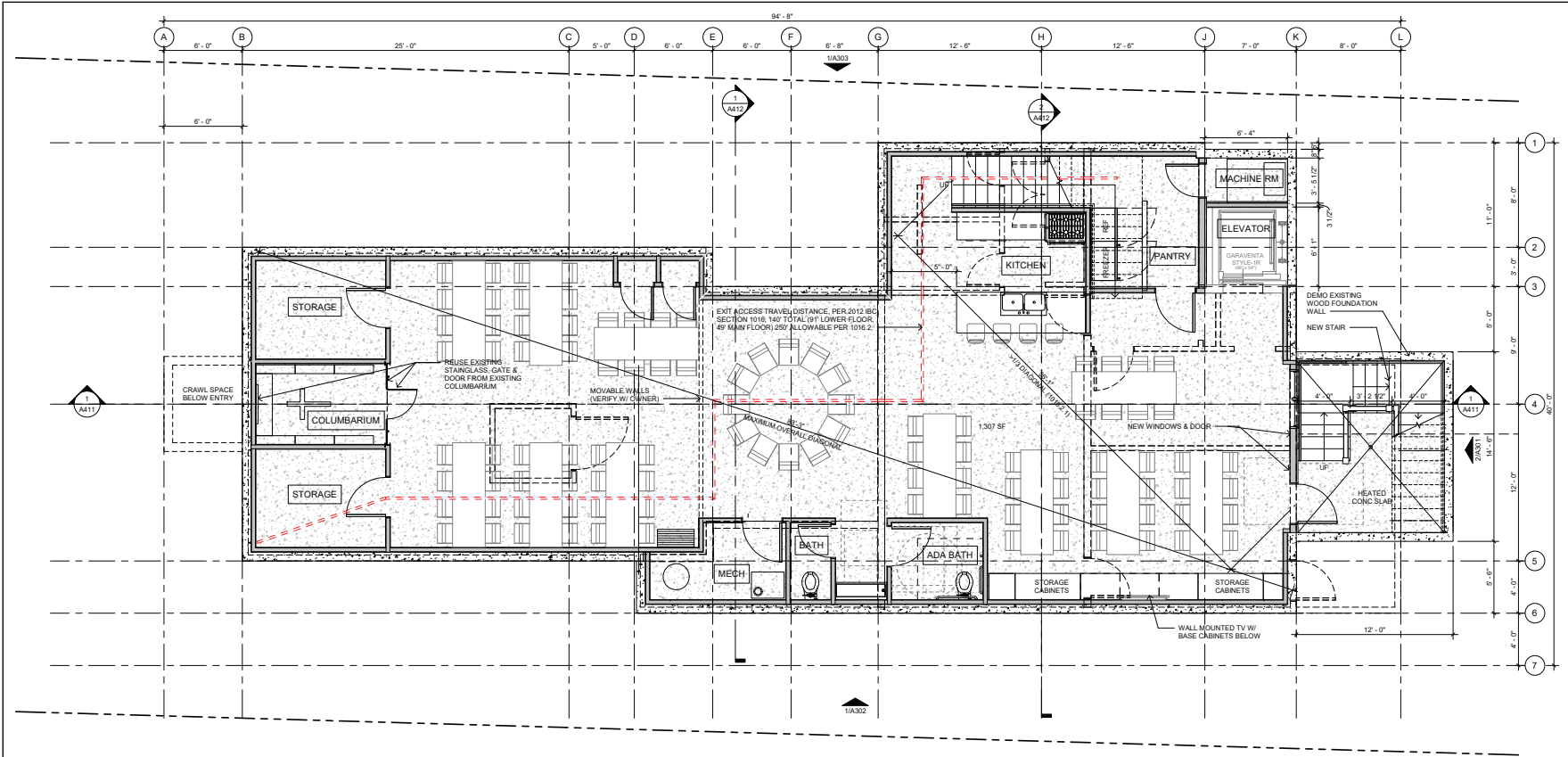
NOTES:

- BUILDING AREAS CALCD IN ACCORDANCE W/ BUILDING CODE REQMENTS.
- UNCONDITIONED AREA INCLUDES GARAGE, MECHANICAL & STORAGE (WITH OVER 5'-0" HEADROOM).
- STAIRS & LANDINGS NOT COUNTED WITH UPPERMOST FLOOR SQUARE FOOTAGES.

**SITE PLAN, AREA CALCS
& NOTES**

draft

A111



**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 abbeville addition
breckenridge, colorado

PROJECT # 1963

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ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

1 LOWER FLOOR PLAN
SCALE: 1/4" = 1'-0"
PLAN NORTH

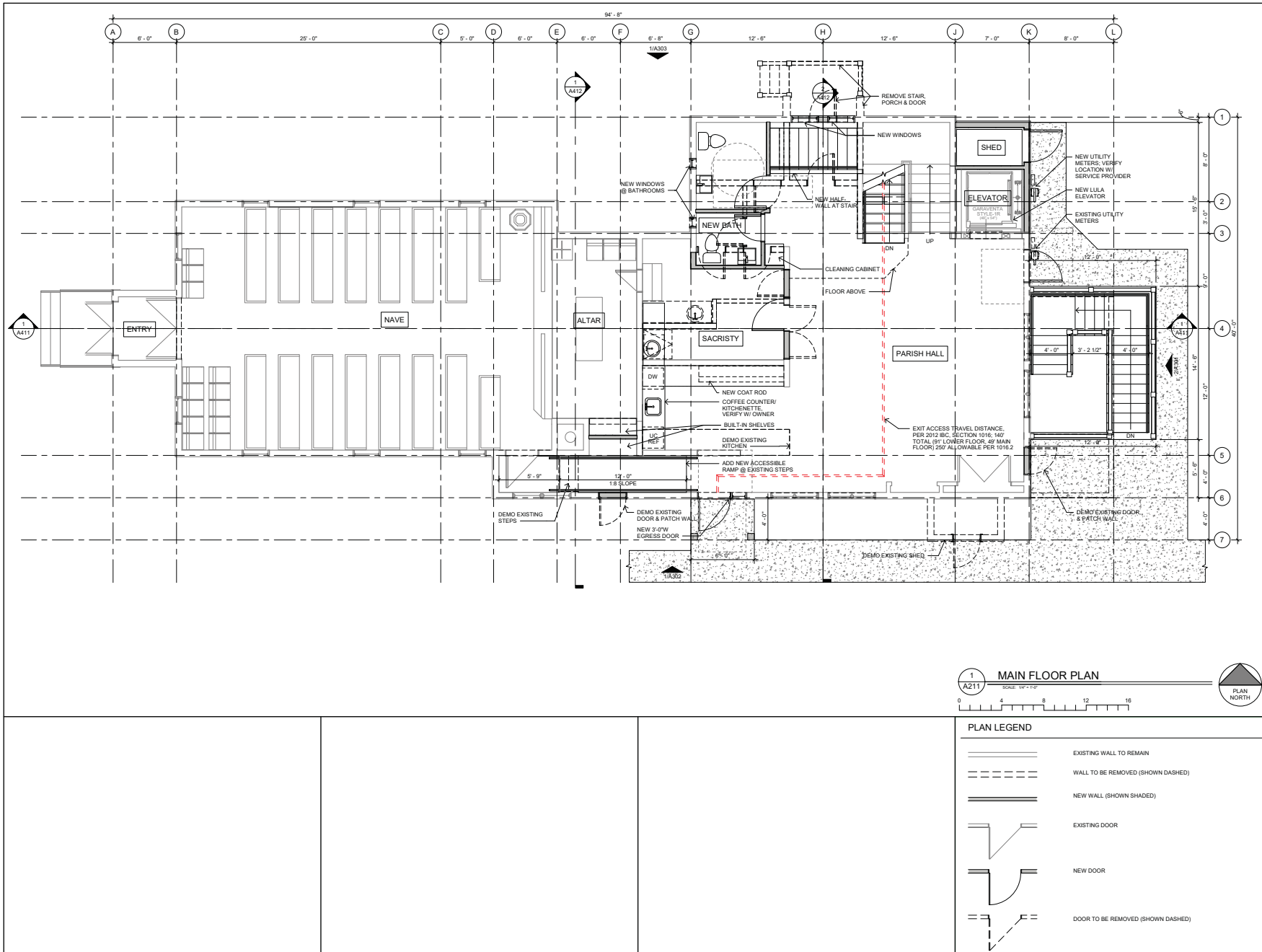
PLAN LEGEND

- EXISTING WALL TO REMAIN
- WALL TO BE REMOVED (SHOWN DASHED)
- NEW WALL (SHOWN SHADED)
- EXISTING DOOR
- NEW DOOR
- DOOR TO BE REMOVED (SHOWN DASHED)

LOWER FLOOR PLAN

draft
A210

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**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

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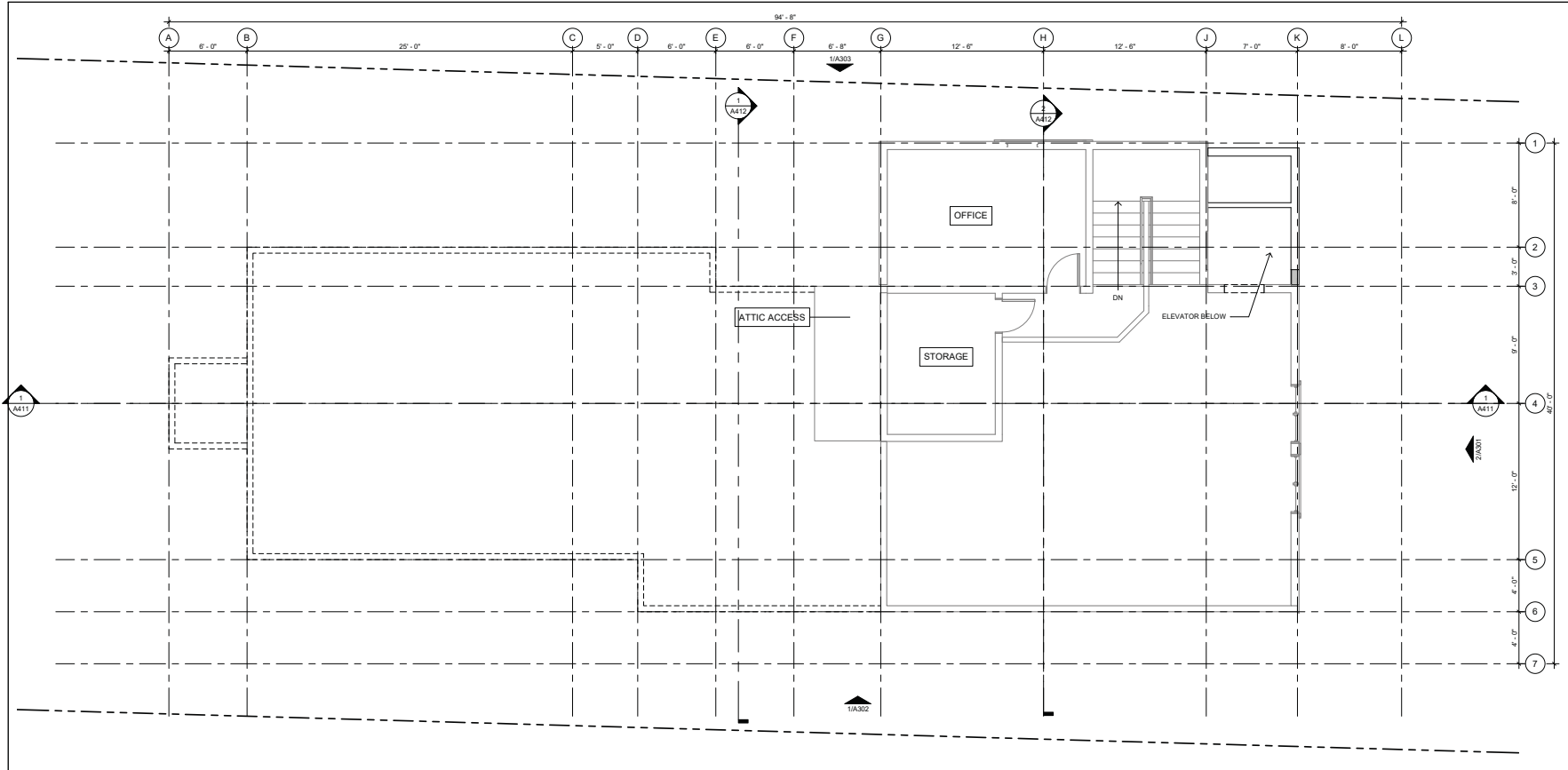
ISSUE:	
review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

1
A211
MAIN FLOOR PLAN
SCALE 1/8" = 1'-0"
0 4 8 12 16
PLAN NORTH

PLAN LEGEND	
	EXISTING WALL TO REMAIN
	WALL TO BE REMOVED (SHOWN DASHED)
	NEW WALL (SHOWN SHADED)
	EXISTING DOOR
	NEW DOOR
	DOOR TO BE REMOVED (SHOWN DASHED)

MAIN FLOOR PLAN
draft
A211

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1 UPPER FLOOR
A212
SCALE: 1/8" = 1'-0"
0 4 8 12 16
PLAN NORTH

**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

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ISSUE:

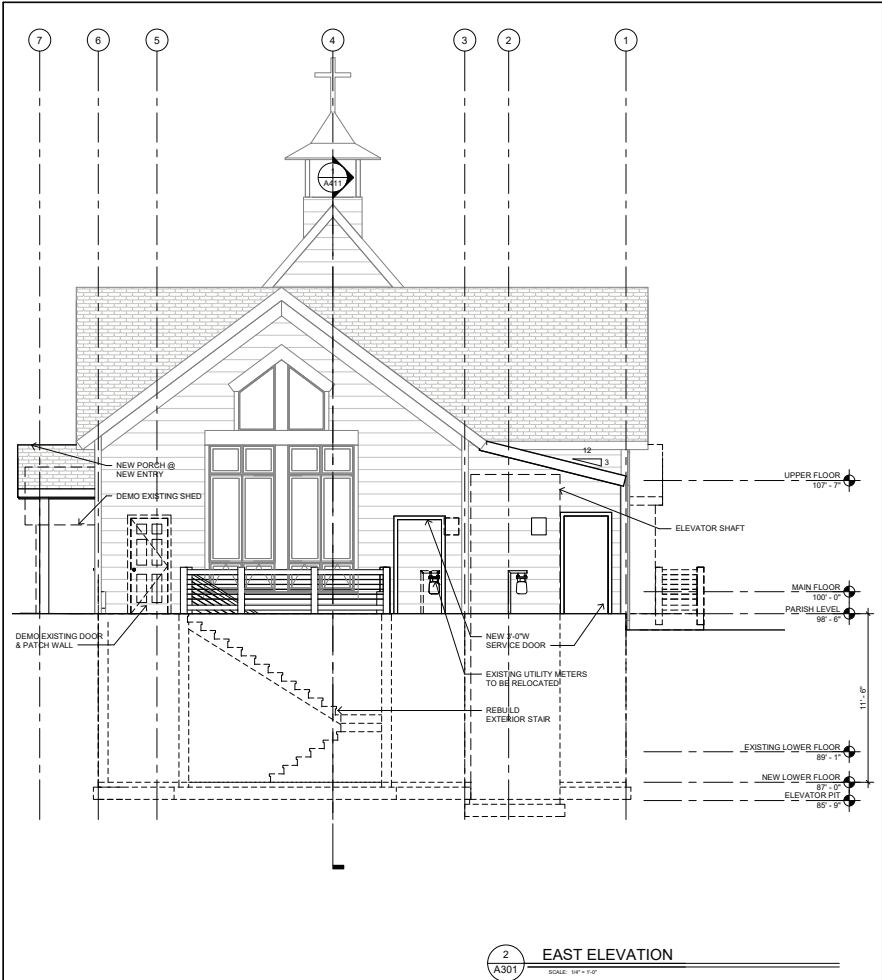
review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

UPPER FLOOR PLAN
draft
A212

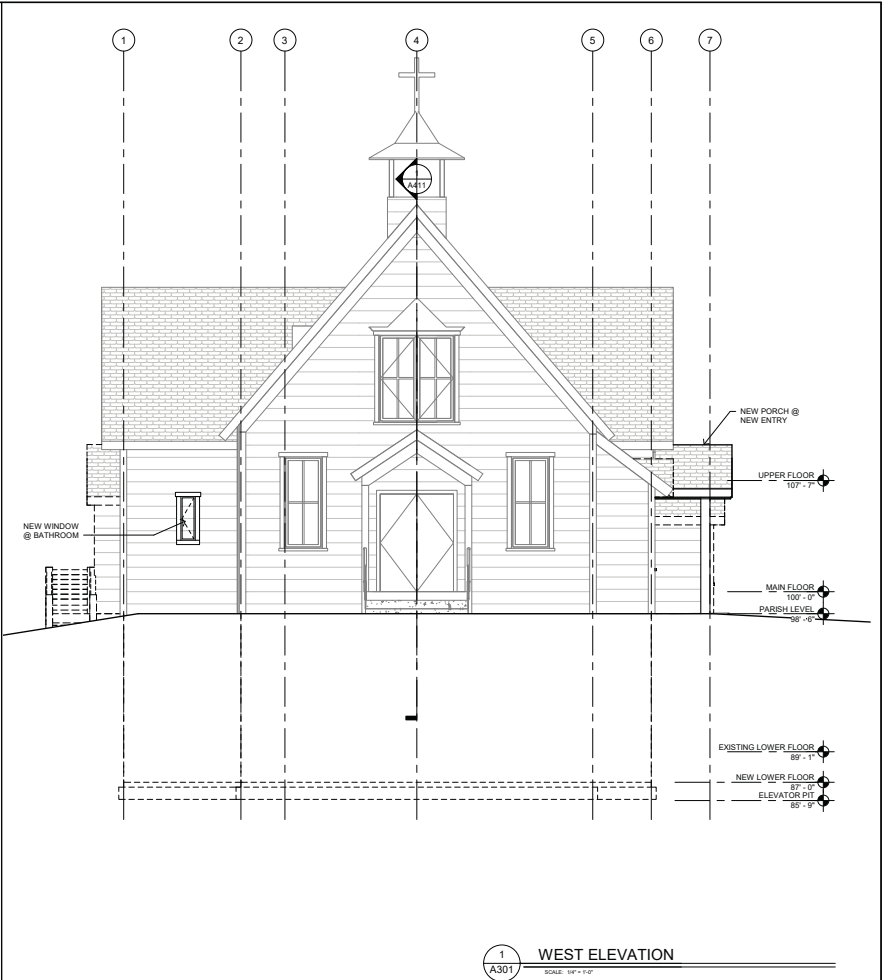
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ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

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to st john's
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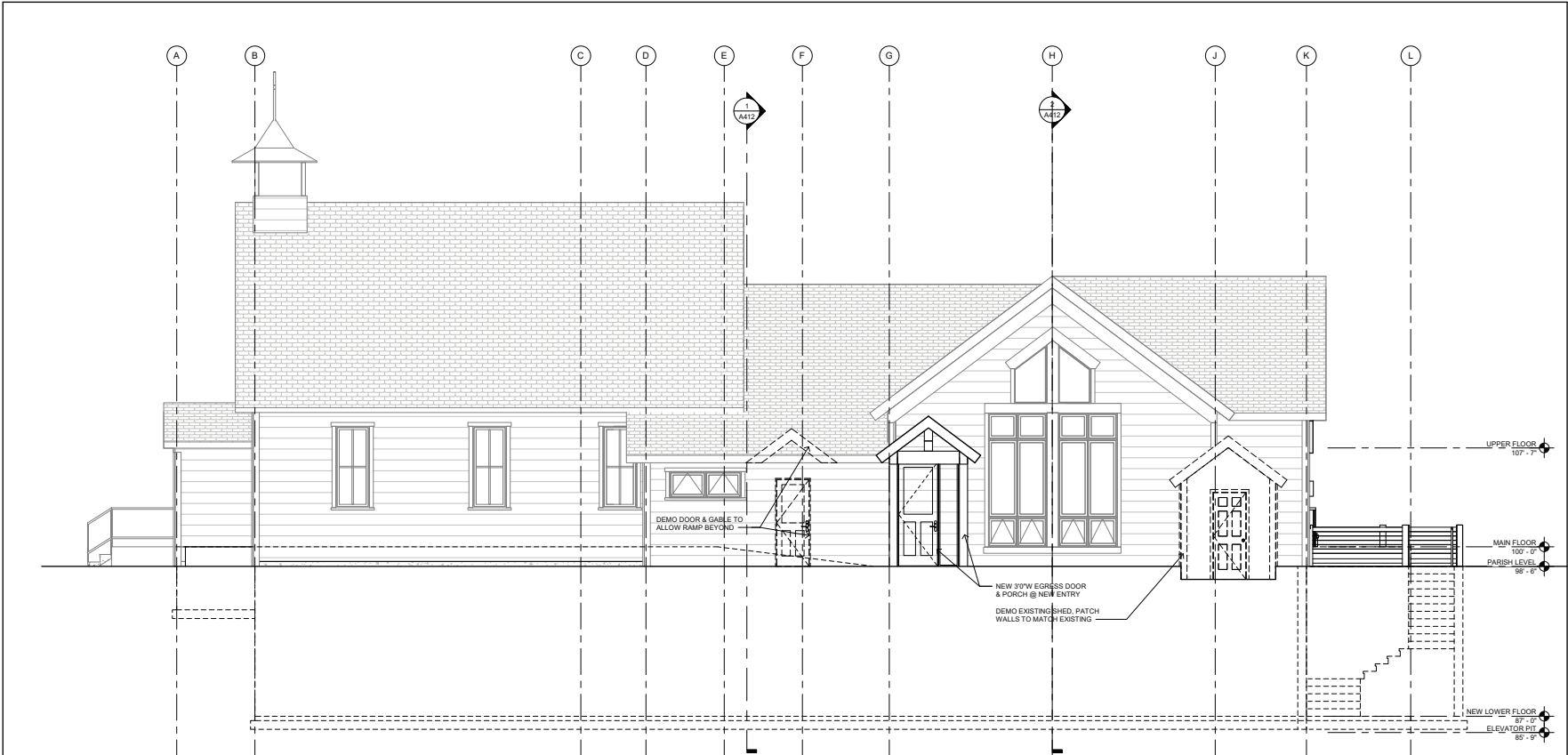
ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

EXTERIOR ELEVATIONS

draft

A302



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

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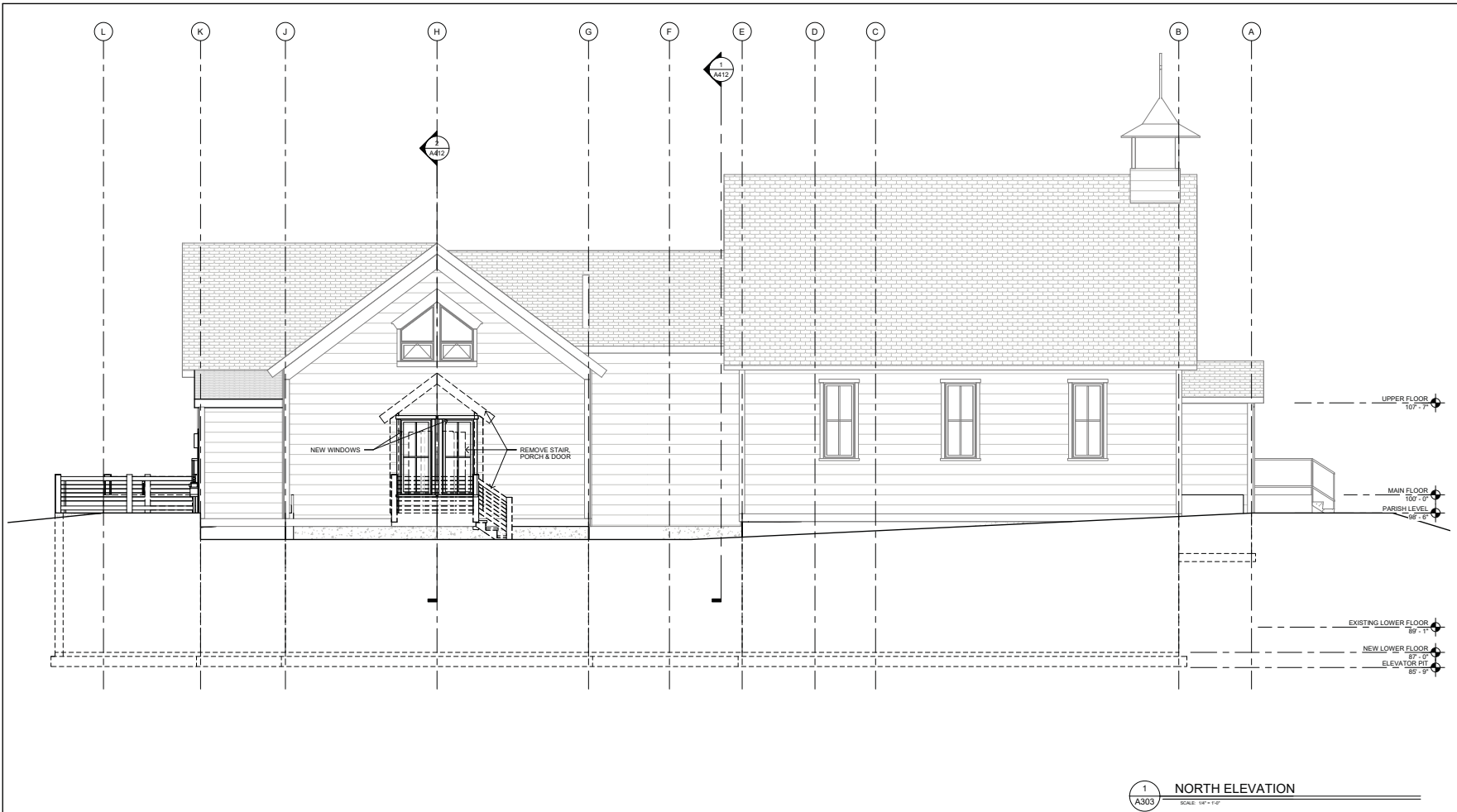
ISSUE:

review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

EXTERIOR ELEVATIONS

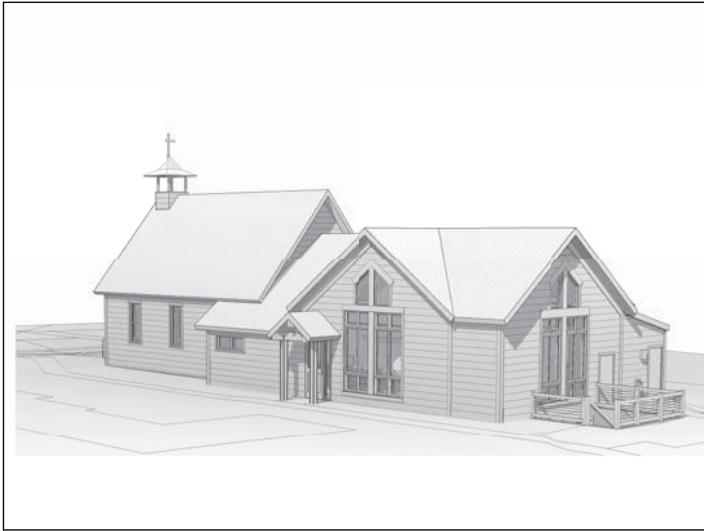
draft

A303



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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3
A311 VIEW FROM SOUTHEAST
SCALE



1
A311 VIEW FROM NORTHWEST
SCALE



4
A311 VIEW FROM NORTHEAST
SCALE



2
A311 VIEW FROM SOUTHWEST
SCALE

**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 abbots addition
breckenridge, colorado

PROJECT # 1963

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ISSUE:

schematic	27 dec 2019

EXTERIOR
PERSPECTIVES
draft

A311



Memo

To: Town Council

From: Chapin LaChance, AICP
Planner II, Community Development Dept.

Date: 2/5/2020

Subject: First Reading of proposed Development Agreement between the Town of Breckenridge and Dennis Kuhn (203 Briar Rose LLC) for re-subdivision of 203 Briar Rose Lane (Lot 2, Block, 1, Weisshorn Subdivision Filing No. 1)

Dennis Kuhn proposes a Development Agreement regarding subdivision of his property at 203 Briar Rose Lane, which the Council last reviewed at the November 12, 2019 Work Session. Mr. Kuhn has since submitted a Development Agreement application and the attached Development Agreement has been prepared for the Council's initial review.

Proposal

Mr. Kuhn proposes to subdivide the lot into two (2) equally sized lots, and construct a single family residence on each lot, one with an accessory apartment. The subdivision of the property would exceed the maximum 2:1 lot depth to width ratio requirement per the Town Code Subdivision Standards.

The following items are requested of the Town:

1. Exempt the subdivision of the property from the maximum 2:1 lot depth to width ratio requirement.
2. Extend the vested property rights period for the Development Agreement from three (3) years to six (6) years.
3. Exempt the new lot with a deed-restricted accessory apartment from negative points for the main residence and accessory apartment exceeding the Land Use Guidelines recommended above-ground density of 5 UPA, provided that the combined above ground density of both new lots does not exceed 5 UPA.
4. Waive the Development Agreement, Development Permit, and Subdivision Permit application fees for the accessory apartment (See question for Council on page 2).

The following items are proposed by the applicant as public benefits:

1. Deed-restrict the existing Gold Camp Condos Unit B-59 for employee housing within two (2) months of the effective date of the Development Agreement.
2. Construct and deed-restrict an accessory apartment for employee housing.

3. Dedicate a Public Trail Easement along the western 30 ft. of the existing lot, coinciding with the existing 30 ft. Public Drainage for the Klack.

Staff Analysis

A 700 sq. ft. (minimum, reduced from 800 sq. ft. at the Work Session) employee housing accessory apartment is proposed to be constructed at the same time as the first single family residence. By Development Code definition, an accessory apartment is classified as a portion of the single-family residential unit, and is limited to the lesser of 1,200 sq. ft. or 1/3 of the floor area of the main residence. Staff recommends the accessory apartment be a minimum size of 700 sq. ft. for livability. Although new accessory apartments are required to be deed restricted to employee housing by the Development Code, the property is not presently required to have an accessory apartment, so it is appropriate for this to be proposed as a public benefit.

The applicant's request for an exemption from negative points (request #3 above) is for the purpose of constructing a main residence of approximately equal size on each lot, up to 2,422 sq. ft. (4.4 UPA), with one lot additionally containing the minimum 700 sq. ft. accessory apartment (5.6 UPA). Without this exemption, the recommended above ground density in the Code would be exceeded on the lot with the accessory apartment and as a result negative points would be assigned. Given that the accessory apartment will be restricted to employee occupancy, staff supports the negative points exemption. Looking to past precedent, an exemption from negative points for exceeding density limitations was made in the Development Agreement for the Brown Hotel in 2013.

The restriction of the Gold Camp condo unit to workforce housing within (2) months is in the spirit of the Town's "buy-down" housing program, providing an employee housing unit to the community much sooner than new construction would provide. The proposed dedication of the Public Trail Easement (modified from a 23' Public Open Space dedication at the Work Session) begins what could be a future trail along the Klack, assuming contiguous easements are able to be obtained for the remaining lots along Briar Rose.

Staff notes that the Development Permit application(s) for development of the property should not be eligible for positive points for the public benefits proposed with this Development Agreement, and the Town Attorney has addressed this in the Development Agreement.

Questions for Council

1. The applicant has requested a waiver of Planning application fees related to the accessory apartment. By Town Code definition, an accessory apartment is classified "as a portion of" a single family residence. In order for Mr. Kuhn's employee housing accessory apartment to be constructed, staff will need to process this Development Agreement application, a Subdivision Permit application, and a Development Permit application involving a market rate single family residence. These three (3) application fees involving the single family residence would be approximately \$16,000 total if incurred in 2020. There is not currently an application fee schedule specifically for the accessory apartment that can be separated from the application fees for the market rate residence. Planning application fees have been waived for employee housing projects in the past, but the Town typically does not waive Planning application fees for projects that involve market rate houses. The Development Agreement application, Development Permit application, and Subdivision Permit application involve two (2) market rate main residences in addition to the employee housing accessory apartment, so staff does not recommend a waiver of these Planning application fees and has not included a fee waiver in the Development Agreement. Does the Council agree?

Council Action

Approval of a Development Agreement is entirely at the discretion of the Council. Staff finds that the proposal enables the Town to attain substantial public benefits that are not otherwise required by the Development Code, and recommends the Council approve the Development Agreement on first reading. Staff will be available at the Work Session to answer any questions the Council may have.

1 **FOR WORKSESSION/FIRST READING – FEB. 11**

2
3 COUNCIL BILL NO. ____

4
5 Series 2020

6
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
8 203 BRIAR ROSE LLC, A COLORADO LIMITED LIABILITY COMPANY
9 (203 Briar Rose Lane)

10
11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
12 COLORADO:

13
14 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
15 determines as follows:

16
17 A. 203 Briar Rose LLC, a Colorado limited liability company ("**Briar Rose**") owns the
18 following described real property in the Town of Breckenridge, Summit County, Colorado:

19
20 Lot 2, Block 1, Weisshorn Subdivision Filing No. 1; also known as 203 Briar
21 Rose Lane, Breckenridge, Colorado 80424

22 ("**Property**").

23
24 B. Briar Rose proposes to resubdivide the Property into two (2) equally sized lots to be
25 denominated as Lot 2A and Lot 2B.

26
27 C. Briar Rose also proposes to construct on Lot 2B an accessory apartment.

28
29 D. Briar Rose’s proposal to resubdivide the Property does not comply with the Town’s
30 Subdivision Standards (Chapter 2 of Title 9 of the Breckenridge Town Code) because it would
31 violate Section 9-2-4-5C2 which requires that the depth of a platted lot shall not be greater than
32 twice the lot width.

33
34 E. Briar Rose’s proposed density for the Property does not comply with the
35 recommendations of the Town’s Development Code (Chapter 2 of Title 9 of the Breckenridge
36 Town Code), because it would exceed the acceptable above ground density of 5.0 Units Per
37 Acre according to Section 9-1-19-3A, “Policy 3 (Absolute) Density/Intensity” and the Land Use
38 Guidelines for Land Use District 12.

39
40 F. A development agreement is necessary in order to accommodate the subdivision of
41 the Property proposed by Briar Rose.

42
43 G. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
44 the authority to enter into a development agreement.
45

1 H. The vested rights period for a development agreement is normally three (3) years. As
2 used in this Agreement, the term “vested property rights period” shall have the meaning,
3 purpose, and effect afforded such term in the Town’s Development Code¹ and Subdivision
4 Standards, and applicable state law.
5

6 I. The Town Council is authorized to provide that a development agreement has a
7 vested property rights period longer than three (3) years when warranted in light of all
8 relevant circumstances, including, but not limited to, the size and phasing of the development,
9 economic cycles, and market conditions.
10

11 J. The commitments proposed by Briar Rose in connection with this Agreement are set
12 forth hereafter, and are found and determined by the Town Council to be adequate.
13

14 K. The Town Council has received a completed application and all required submittals
15 for a development agreement (“**Application**”); had a preliminary discussion of the Application
16 and this Agreement; determined that it should commence proceedings for the approval of this
17 Agreement without referring it to the Town’s Planning Commission; and, in accordance with the
18 procedures set forth in Section 9-9-10C of the Breckenridge Town Code, has approved this
19 Agreement by non-emergency ordinance.
20

21 L. A proposed development agreement between the Town and the Briar Rose has been
22 prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by
23 reference (“**Development Agreement**”).
24

25 M. The Town Council has reviewed the proposed Development Agreement.
26

27 N. The approval of the proposed Development Agreement is warranted in light of all
28 relevant circumstances.
29

30 O. The procedures to be used to review and approve a development agreement are
31 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
32 Chapter have substantially been met or waived in connection with the approval of the proposed
33 Development Agreement and the adoption of this ordinance.
34

35 Section 2. Approval of Development Agreement. The Development Agreement between
36 the Town and 203 Briar Rise LLC of Breckenridge, a Colorado limited liability company
37 (**Exhibit “A”** hereto), is approved, and the Town Manager is authorized, empowered, and
38 directed to execute such agreement for and on behalf of the Town of Breckenridge.
39

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

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

5
6 Section 5. Authority. The Town Council finds, determines, and declares that it has the
7 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
8 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
9 Charter.

10
11 Section 6. Effective Date. This ordinance shall be published and become effective as
12 provided by Section 5.9 of the Breckenridge Town Charter.

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

19
20 TOWN OF BRECKENRIDGE

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

25
26 ATTEST:

27
28
29
30 _____
31 Helen Cospolich, CMC,
32 Town Clerk

1
2 APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
3 PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
4 STATUTES, AS AMENDED
5

6 DEVELOPMENT AGREEMENT
7 (Including Extended Vested Property Rights)
8

9 This Development Agreement (“**Agreement**”) is made as of the ____ day of
10 _____, 2020 (“**Effective Date**”) between the TOWN OF BRECKENRIDGE, a
11 Colorado municipal corporation (“**Town**”) and 203 BRIAR ROSE LLC, a Colorado limited
12 liability company (“**Briar Rose**”). Town and Briar Rose are sometimes collectively referred to in
13 this Agreement as the “**Parties**,” and individually by name or as a “**Party**.”
14

15 Recitals
16

17 A. Briar Rose owns the following described real property in the Town of Breckenridge,
18 Summit County, Colorado:

19 Lot 2, Block 1, Weisshorn Subdivision Filing No. 1; also known as 203 Briar
20 Rose Lane, Breckenridge, Colorado 80424
21

22 (“**Property**”).
23

24 B. Briar Rose proposes to resubdivide the Property into two (2) equally sized lots to be
25 denominated as Lot 2A and Lot 2B.
26

27 C. Briar Rose also proposes to construct on Lot 2B an accessory apartment as more fully
28 set forth hereafter.
29

30 D. Briar Rose’s proposal to resubdivide the Property does not comply with the Town’s
31 Subdivision Standards¹, because it would violate Section 9-2-4-5C2 which requires that the
32 depth of a platted lot shall not be greater than twice the lot width.
33

34 E. Briar Rose’s proposed density for the Property does not comply with the
35 recommendations of the Town’s Development Code², because it would exceed the acceptable
36 above ground density of 5.0 Units Per Acre according to Section 9-1-19-3A, “Policy 3
37 (Absolute) Density/Intensity” (“**Policy 3A**”) and the Land Use Guidelines for Land Use District
38 12.
39

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

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

DEVELOPMENT AGREEMENT

1 F. A development agreement is necessary in order to accommodate the subdivision of
2 the Property proposed by Briar Rose.

3
4 G. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
5 the authority to enter into a development agreement.

6
7 H. The vested rights period for a development agreement is normally three (3) years. As
8 used in this Agreement, the term “vested property rights period” shall have the meaning,
9 purpose, and effect afforded such term in the Town’s Development Code² and Subdivision
10 Standards, and applicable state law.

11
12 I. The Town Council is authorized to provide that a development agreement has a
13 vested property rights period longer than three (3) years when warranted in light of all
14 relevant circumstances, including, but not limited to, the size and phasing of the development,
15 economic cycles, and market conditions.

16
17 J. The commitments proposed by Briar Rose in connection with this Agreement are set
18 forth hereafter, and are found and determined by the Town Council to be adequate.

19
20 K. The Town Council has received a completed application and all required submittals
21 for a development agreement (“**Application**”); had a preliminary discussion of the Application
22 and this Agreement; determined that it should commence proceedings for the approval of this
23 Agreement without referring it to the Town’s Planning Commission; and, in accordance with the
24 procedures set forth in Section 9-9-10C of the Breckenridge Town Code, has approved this
25 Agreement by non-emergency ordinance.

26
27 Agreement
28

29 1. Subject to the provisions of this Agreement, the Town’s Planning Commission³ is
30 hereby authorized to review and approve Briar Rose’s Class B subdivision permit application to
31 resubdivide the Property into two (2) equally sized lots, Lot 2A and Lot 2B (“**Subdivision**
32 **Permit Application**”) and a Class B-Major Development Permit to construct improvements on
33 Lot 2A and Lot 2B (“**Development Permit Application**”).

34 2. The Subdivision Permit Application shall not be denied solely on the basis that it fails
35 to meet the requirements of Section 9-2-4-5C2 of the Subdivision Standards. All other
36 requirements of the Subdivision Standards, the Town’s Land Use Guidelines, and other Town
37 land use laws and regulations shall be applied to the Subdivision Permit Application in

³The 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 9-2-3-2 of the Subdivision Standards. In the event of a call up, the Town Council shall make the final decision on the Application.

1 accordance with the Planning Commission’s normal process for evaluating an application for a
2 permit to resubdivide real property.

3 3. The Development Permit Application for a single family residence on Lot 2B shall
4 not be assigned negative points under Section 9-1-19-3R, “Policy 3 (Relative) Density/Intensity”
5 of the Development Code (“**Policy 3R**”) unless the proposed above ground density of Lot 2B
6 exceeds 5.63 UPA (3,122 sq. ft.). All other requirements of the Development Code, the Town’s
7 Land Use Guidelines, and other Town land use laws and regulations shall be applied to the
8 Development Permit Application in accordance with the Planning Commission’s normal process
9 for evaluating an application for a permit to develop real property.

10 4. The Development Permit Application for a single family residence on Lot 2A shall be
11 evaluated under the Planning Commission’s normal process for evaluating an application for a
12 permit to develop real property.

13 5. Following the resubdivision of the Property, Briar Rose intends to develop one (1)
14 single family residence on each of the two (2) resubdivided lots. Briar Rose acknowledges that
15 such proposed development will require additional development permit(s) to be issued by the
16 Town under the Town’s Development Code. In connection with Briar Rose’s application for
17 development permit(s) to construct single family residences on each of the two (2) resubdivided
18 lots Lot 2A and 2B), the Parties agree that the floor area on each of the two resubdivided lots
19 shall be as follows⁴:

20 (i) the recommended maximum above ground density for the single family residence on
21 Lot 2B (the lot that will include the accessory apartment) shall be 2,422 square feet,
22 and the maximum density of the accessory apartment shall be as provided in the
23 Development Code;

24 (ii) the recommended maximum above ground density for the single family residence on
25 Lot 2A (the lot without an accessory apartment) shall be 2,422 square feet (4.37 Units
26 Per Acre).

27 (iii) The recommended maximum above ground densities for the two single family
28 residences set forth above may be exceeded pursuant to Policy 3R.

29 (iv) If an individual lot exceeds 5 Units Per Acre of above ground density, the floor area
30 of an Accessory Apartment on that lot shall be excluded from the additional 20%
31 aboveground floor area allowance for a main residence garage under Policy 3R in

⁴ Prior to resubdivision the total recommended maximum density of the Property is “5 Units Per Acre” per 9-1-19-3R and the Land Use Guidelines for Land Use District 12. Accordingly, based on its size, the total recommended maximum density of the Property was 5,544 square feet. After resubdivision, the recommended maximum density of the improvements to be constructed on each of the two lots will be calculated as follows: (i) on Lot 2B, 5,544 square feet - 700 square feet for the required accessory apartment = 4,844 square feet ÷ 2 = 2,422 square feet of total recommended maximum density (plus the allowed density for the accessory apartment); (ii) on Lot 2A, 4,844 square feet for improvements ÷ 2 = 2,422 square feet of total recommended maximum density. An example of maximum use of recommended above ground density and mass according to this Development Agreement is marked Exhibit “A”, attached hereto, and incorporated herein by reference.

1 order to avoid a larger mass bonus to the main residence because of the Accessory
2 Apartment.

3 6. As the commitments encouraged to be made in connection with an application for a
4 development agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, it is agreed
5 as follows:

6 (i) within two (2) months of the Effective Date of this Agreement as defined in the
7 introductory section of this Agreement B59 Gold Camp LLC, a Colorado limited liability
8 company, shall execute, acknowledge, and deliver to the Town a Restrictive Covenant
9 and Agreement, acceptable in both form and content to the Town, restricting in perpetuity
10 the occupancy of Unit B-59, Gold Camp Condominiums II to employee housing (“**B59**
11 **Restrictive Covenant**”). The form and content of the B59 Restrictive Covenant shall be
12 acceptable to the Town Attorney. Pursuant to Section 9-1-26 of the Development Code,
13 at the time of its recording with the Summit County Clerk and Recorder the B59
14 Restrictive Covenant shall not be subordinated to any senior lien or encumbrance, except
15 the lien of the general property taxes. The agreement of B59 Gold Camp LLC, a
16 Colorado limited liability company, with respect to the B59 Restrictive Covenant is
17 evidenced by its approving signature at the end of this Agreement ;

18 (ii) not later than the recording of the subdivision plat dividing the Property into two (2)
19 lots, Briar Rose shall dedicate to the Town a public trail easement 30 feet in width along
20 the rear portion of Lot 2 along the Klack drainage extended from the westerly property
21 boundary to the east. The form of the dedication shall be acceptable in both form and
22 substance to the Town.

23 (iii) prior to the issues of a Certificate of Occupancy for the single family residence to be
24 erected on Lot 2B, there shall be constructed and completed on such lot (if attached to
25 main residence) and a Certificate of Occupancy shall have been issued for (if detached
26 from main residence) an accessory apartment not less than 700 square feet in size, and
27 Briar Rose shall execute, acknowledge, and deliver to the Town a Restrictive Covenant
28 and Agreement (“**Lot 2B Restrictive Covenant**”), acceptable in both form and content to
29 the Town, restricting the occupancy of the accessory apartment to employee housing. The
30 form and content of the Lot 2B Restrictive Covenant shall be acceptable to the Town
31 Attorney. Pursuant to Section 9-1-26 of the Development Code, at the time of its
32 recording with the Summit County Clerk and Recorder the Lot 2B Restrictive Covenant
33 shall not be subordinated to any senior lien or encumbrance, except the lien of the general
34 property taxes.

35 (iv) the Planning Commission shall not assign any positive points during review of the
36 Development Permit Application for any of the public benefits described in this
37 Development Agreement.

38 5. The Town Council finds and determines that that circumstances warrant an extension
39 of the normal vested property rights period for this Agreement, and that the health, safety and

1 general welfare of the Town will be benefited if the vested property rights for this Agreement are
2 extended as provided in Section 6, below.

3 6. The Town Council, on behalf of the Town, agrees that the vested property rights
4 period for this Agreement shall be a period of six (6) years beginning with the Effective Date of
5 this Agreement as defined in the introductory section of this Agreement (“**Extended Vesting**
6 **Period**”).

7 7. The term of this Agreement shall commence on the Effective Date and shall end,
8 subject to earlier termination in the event of a breach of this Agreement, upon the first to occur
9 of: (i) Briar Rose and B59 Gold Camp LLC’s compliance with all of the requirements of this
10 Agreement; or (ii) the expiration of the Extended Vesting Period. For avoidance of doubt, any
11 application to resubdivide the Property filed after the expiration of the Extended Vesting Period
12 must comply with all of the Town’s then-current land use laws and regulations, including, but
13 not limited, to the then-current Subdivision Standards.

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

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

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

31 11. Town shall not be responsible for, and Briar Rose shall have any remedy against the
32 Town, if the Project is prevented or delayed for reasons beyond the control of the Town.
33

34 12. Briar Rose not shall commence any development of the Property until it obtains such
35 other and further Town permits and approvals as may be required from time to time by
36 applicable Town ordinances.
37

38 13. No official or employee of the Town shall be personally responsible for any actual or
39 alleged breach of this Agreement by the Town.
40

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

18
19 15. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall
20 not affect or impair the validity, legality or enforceability of the remaining provisions of the
21 Agreement.

22
23 16. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
24 Colorado Revised Statutes, as amended.

25
26 17. No waiver of any provision of this Agreement shall be deemed or constitute a waiver
27 of any other provision, nor shall it be deemed to constitute a continuing waiver, unless expressly
28 provided for by a written amendment to this Agreement signed by the Parties; nor shall the
29 waiver of any default under this Agreement be deemed a waiver of any subsequent default or
30 defaults of the same type.

31
32 18. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit
33 County, Colorado.

34
35 19. Nothing contained in this Agreement shall constitute a waiver of the Town's
36 sovereign immunity under any applicable state or federal law.

37
38 20. Personal jurisdiction and venue for any civil action commenced by any Party to this
39 Agreement shall be deemed to be proper only if such action is commenced in District Court of
40 Summit County, Colorado. Briar Rose each expressly waive any right to bring such action in or
41 to remove such action to any other court, whether state or federal. **BOTH PARTIES WAIVE ANY
42 RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION TO ENFORCE, INTERPRET OR
43 CONSTRUE THIS AGREEMENT.**

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

3
4 If to the Town: Rick G. Holman, Town Manager
5 Town of Breckenridge
6 P.O. Box 168
7 Breckenridge, CO 80424

8
9 With a copy (which
10 shall not constitute
11 notice to the Town) to: Timothy H. Berry, Esq.
12 Town Attorney
13 P.O. Box 2
14 Leadville, CO 80461

15
16 If to Briar Rose: 203 Briar Rose LLC
17 c/o Dennis G. Kuhn
18 P.O. Box 165
19 Breckenridge, CO 80424
20

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

25
26 22. This Agreement shall be interpreted in accordance with the laws of the State of
27 Colorado without regard to principles of conflicts of laws.
28

29 23. This Agreement constitutes the entire agreement and understanding between the
30 Parties relating to the subject matter of this Agreement and supersedes any prior agreement or
31 understanding relating to such subject matter.
32

33 TOWN OF BRECKENRIDGE, a Colorado
34 municipal corporation
35

36
37
38 By: _____
39 Rick G. Holman, Town Manager
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41

1 ATTEST:

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Helen Cospolich, CMC, Town
Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
2020 by Rick G. Holman, as Town Manager, and Helen Cospolich, CMC, as Town Clerk, of the
Town of Breckenridge, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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203 BRIAR ROSE LLC, a Colorado limited liability company

By: _____

Name: Dennis G. Kuhn

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this ____ day of _____, 2020, by Dennis G. Kuhn, as Manager of 203 Briar Rose LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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APPROVED AS TO UNIT B-59, GOLD CAMP II CONDOMINIUMS (SECTION 3(i)):

B59 GOLD CAMP LLC, a Colorado limited liability company

By: _____

Name: Dennis G. Kuhn

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this ____ day of _____, 2020, by Dennis G. Kuhn, as Manager of B59 Gold Camp LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A:

Weisshorn Subdivision Filing 1, Block 1, Lot 2 (Kuhn Development Agreement; 203 Briar Rose Lane):
Example scenario of maximum recommended above ground density and mass with Development Agreement

Above Ground Density

- 5 UPA x 0.693 AC x 1,600 sq. ft. = 5,544 sq. ft. for existing Lot 2.
- 5,544 sq. ft. – 700 sq. ft. of Accessory Apartment = 4,844 sq. ft. to split evenly between two main residences.
- $4,844 / 2 = 2,422$ sq. ft.
- Lot 2A:
 - 2,422 sq. ft. (4.37 UPA)
- Lot 2B:
 - 2,422 sq. ft. (main residence) + 700 sq. ft. (Acc. Apt.) = 3,122 sq. ft. (5.63 UPA)

Mass

- Lot 2A:
 - 2,422 sq. ft. (main residence) + 484.4 sq. ft. (20% for a garage) = 2,906.4 sq. ft.
- Lot 2B:
 - 2,422 sq. ft. (main residence) + 484.4 sq. ft. (20% for a garage) = 2,906.4 sq. ft.
 - 2,906.4 sq. ft. + 700 sq. ft. (Acc. Apt.) = 3,606.4 sq. ft.
- 2,906.4 sq. ft. (Lot 2A mass) + 3,606.4 sq. ft. (Lot 2B mass) = 6,512.8 sq. ft. mass combined

DATE: Thursday, January 16, 2020

To: Town of Breckenridge Town Council / Planning

From: Dennis Kuhn

RE: Development Agreement for 203 Briar Rose Ln
Legal Description: Weisshorn Subdivision Filing No. 1 Block 1, Lot 2
Address: 203 Briar Rose Ln
Lot Size: 0.69 acres (30,056 sq. ft.)

I the applicant respectfully request that this letter be my application for the proposed development agreement.

As a longtime resident of Breckenridge, I have seen tremendous change over the years, as we all have. I understand the value of preserving the character and charm of our town, I attended the meetings when the Briar Rose Transition Character Area was created and it has had my continuous support.

This single family residence is located within Land Use District 12 and is in the Briar Rose Transition Character Area, it is flanked on two sides by the Historic District. On the South side by Father Dyer church and on the West side by French St.

While working with town planning staff, it is my understanding that I can build a single family home including a garage totaling 6,652.8 sq. ft. of above grade density. I believe that it is in the best interest for both the Town of Breckenridge, as well as myself, to divide the lot in half creating 2 smaller lots with 2 smaller homes with a 2 car garage each, that better fit the scale and character of the Transition District 9. (Each smaller house will = 2,722 sq.ft.living,+ 544sq.ft. garage = 3,266 sq.ft.)

However the Subdivision standards precludes this due to section 9-2-4-5-C2 that states Lot Dimensions, Improvements and Configurations. 9-2-4-5-C2 says to "avoid lot depth greater than twice the width". The proposed re-subdivision would create 2 approximately 65' x 232' lots, which would not meet this requirement.

My goal for this development is to have a human scale, be more visually related to the traditional town core and to respect the true nature of the Transition Character Area. I have hired Janet Sutterley as my architect, to ensure that the homes on the 2 smaller lots will comply with the intent that the Transitional Area was created.

For this development agreement, I propose the following public benefits;

1) I am proposing a much smaller visual impact by splitting density and mass with 2 smaller homes keeping with the true intension of the Briar Rose Transition Character Area. I am not asking for any additional density.

2) Provide a deed restricted workforce housing unit on the North lot, first unit built, between 700 and 1100 square feet depending on final design of the primary residence.

3) Deed restrict a condo located at 1085 Ski Hill Rd. Gold Camp II, Unit B-59 in lieu of building an ADU/ workforce housing on site on the Southern lot. The deed restriction will be completed within 3 months after development agreement becomes effective.

4) Dedicate a public trail easement on the westerly side of the ditch known as the Klack Gulch Placer Drainage System to the town to create a buffer approximately 10' wide to the Historic District.

I understand that the town has several options regarding fee waivers. I would like this project to be considered eligible. I respectfully request that Council waives all building permit related fees for the workforce housing square footage portion of this project only, I'm also request the vesting period be extended to 6 years from the date this development agreement becomes effective to finalize and record subdivision plat .

If approved, I look forward to working with the Town on this project, adding both workforce housing as well as 2 visually smaller homes that will buffer the edge of the historic district, and establish and enhance a sense of neighborhood identity.

Respectfully

Dennis Kuhn



Memo

To: Breckenridge Town Council
From: Brian Waldes, Finance Director
Date: 2.5.20
Subject: 2019 Supplemental Appropriations and 2020 Rollovers

Background

The Town Council approves a budget each year. From time to time, it is necessary to make changes to the budget as circumstances necessitate. These changes must be adopted by Council resolution. Below is a list of those changes and attached are the official resolutions submitted for approval.

Supplemental Appropriations to the 2019 Budget

Below is a list of changes to the 2019 budget. Each of these changes was discussed at Council meetings, and then added to our appropriations list.

Fund #	Fund Name	Revenue	Expense	Notes
1	General	25,000	6,669,324	Revenue - RREO grant reimbursement from CDPHE; Expenditure - dog park, legal services, field house, CC4CA membership, historic district design standards, Nordic snowmaking expense, March snow removal, Breck Prof Building, & Green Team
3	Capital	-	4,538,685	Open Space purchases, Fiber infrastructure, & Ice Arena addition
4	Marketing	-	15,000	Firecracker 50
10	Garage	1,000,000	640,000	Electric buses
13	Special Projects	-	50,000	Care clinic grant

2019 Rollovers to 2020 Budget

Below is a list of items that were approved in the 2019 budget, but not expended. Staff is requesting to rollover these funds to the 2020 budget so the projects can be completed.

Fund #	Fund Name	Revenue	Expense	Notes
1	General	-	210,900	Town-wide key system, north barn siding, Council Chambers seats, Set Point controls, PD roof heat tape, updating engineering standards
8	Open Space	-	427,455	Fuller Placer and Smuggler Claims

A RESOLUTION

SERIES 2020

A RESOLUTION MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2019 TOWN BUDGET

WHEREAS, the Town Council of the Town of Breckenridge desires to amend the Town's 2019 budget by making supplemental appropriations in the amount of \$5,639,640 in revenue and \$16,263,009 in expenditures; and

WHEREAS, pursuant to Section 10.12(a) of the Breckenridge Town Charter, the Finance Department, on behalf of the Town Manager, has certified that there are available for appropriation revenues in excess of those estimated in the Town's 2019 budget or revenues not previously appropriated in an amount sufficient for the proposed supplemental appropriations; and

WHEREAS, a public hearing on the proposed supplemental appropriations was held on February 11, 2020, in accordance with the requirements of Section 10.12(a) of the Breckenridge Town Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO that the 2019 budget is amended, and supplemental appropriations for the amended 2019 Town budget are made as follows:

General Fund (001):

1. RREO grant from CDPHE	\$ 25,000
Total General Fund Revenue Increase	\$ 25,000

1. Dog Park Improvements	\$ 10,000
2. Legal Services due to hourly rate incr	30,000
3. Field House needs assessment	9,500
4. CO Communities for Climate Action (CC4CA) membership	5,000
5. Historic Design Standards	8,320
6. Re-pay Nordic snowmaking expense to Golf Fund	25,955
7. Other Contracted Services related to March snow events	50,000
8. Green Team	30,549
9. Purchase of Breckenridge Professional Building	<u>6,500,000</u>
Total General Fund Expenditure Increase	\$ 6,669,324

Capital Fund (003):

1. Transfer from Open Space Fund	\$ 238,685
2. Transfer from Excise Fund	<u>4,300,000</u>
Total Capital Fund Revenue Increase	\$ 4,538,685

1. Open Space Land Acquisition – Woods property	\$ 238,685
2. Fiber Infrastructure	4,000,000
3. Ice Arena addition	<u>300,000</u>
Total Capital Fund Expenditure Increase	\$ 4,538,685

Marketing Fund (004):

1. Community Fund – Firecracker 50	<u>\$ 15,000</u>
Total Marketing Fund Expense Increase	\$ 15,000

Golf Fund (005):

1. Re-pay Nordic snowmaking expense from General Fund	<u>\$ 25,955</u>
Total Golf Fund Revenue Increase	\$ 25,955

Excise Fund (006):

1. Transfer to Capital	\$4,300,000
2. Transfer to Special projects	<u>50,000</u>
Total Excise Fund Expense Increase	\$4,350,000

Garage Fund (010):

1. NoLo Grant	<u>\$ 1,000,000</u>
Total Garage Fund Revenue Increase	\$ 1,000,000

1. Proterra 2 electric buses	<u>\$ 640,000</u>
Total Garage Fund Expense Increase	\$ 640,000

Special Projects (013):

1. Transfer from Excise Fund	<u>\$ 50,000</u>
Total Special Projects Fund Revenue Increase	\$ 50,000

1. Care Clinic Grant	<u>\$ 50,000</u>
Total Special Projects Fund Expense Increase	\$ 50,000

This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 11th DAY OF FEBRUARY 2020.

ATTEST

TOWN OF BRECKENRIDGE

Helen Cospolich, Town Clerk

By _____
Eric Mamula, Mayor

APPROVED IN FORM

Town Attorney Date

A RESOLUTION

SERIES 2020

A RESOLUTION MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2020 TOWN BUDGET

WHEREAS, the Town Council of the Town of Breckenridge desires to amend the Town's 2020 budget by making supplemental appropriations in the amount of \$427,455 in revenue and \$1,065,810 in expenditures; and

WHEREAS, pursuant to Section 10.12(a) of the Breckenridge Town Charter, the Finance Department, on behalf of the Town Manager, has certified that there are available for appropriation revenues in excess of those estimated in the Town's 2020 budget or revenues not previously appropriated in an amount sufficient for the proposed supplemental appropriations; and

WHEREAS, a public hearing on the proposed supplemental appropriations was held on February 11, 2020, in accordance with the requirements of Section 10.12(a) of the Breckenridge Town Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO that the 2020 budget is amended, and supplemental appropriations for the amended 2020 Town budget are made as follows:

General Fund (001):

1. Facilities expenses – Town-wide key system, north barn siding, Council Chambers seating replacement, Set Point controls – last phase, PD roof heat tape install	103,900
2. Updating Engineering standards	<u>107,000</u>
Total General Fund Expenditure Increase:	\$ 210,900

Capital Fund (003):

1. Transfer from Open Space for land acquisition	\$ <u>427,455</u>
Total Capital Fund Revenue Increase:	\$ 427,455

1. Open Space land acquisitions – Fuller Placer and Smuggler Claims	\$ <u>427,455</u>
Total Capital Fund Expense Increase:	\$ 427,455

Open Space Fund (008):

1. Transfer to Capital Fund for Open Space land acq	\$ <u>427,455</u>
Total Open Space Fund Expense Increase:	\$ 427,455

This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 11th DAY OF FEBRUARY 2020.

ATTEST

TOWN OF BRECKENRIDGE

Helen Cospolich, Town Clerk

By _____
Eric Mamula, Mayor

APPROVED IN FORM

Town Attorney Date

Memo

To: Breckenridge Town Council Members
From: Jennifer Pullen, Assistant Public Works Director
CC: Rick Holman, Shannon Haynes, James Phelps, Tim Berry
Date: 2/4/2020
Subject: Summit County – Inter-County Commuter Bus IGA and Resolution

The purpose of this memo is to request that members of the Breckenridge Town Council review and approve the attached Resolution and Inter-County Commuter Bus IGA with Summit County to provide commuter transit services.

In April of 2019, the Towns of; Fairplay, Alma and Breckenridge engaged Summit County and the Summit Stage to operate a commuter transit service between Park and Summit Counties for three years (April 19, 2019 through April 23, 2022). Subject to annual appropriation, the Town of Breckenridge agreed to contribute up to \$50,000 for the operation of this service per year to offset expenses.

Staff will be present if you have any questions.

1 **FOR WORKSESSION/ADOPTION – FEB. 11**

2
3 RESOLUTION NO. ____

4
5 Series 2020

6
7 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
8 INTERCOUNTY COMMUTER TRANSIT SERVICES FOR PARK COUNTY
9

10 WHEREAS, Summit County Government (“Summit County”), pursuant to § 30-11-
11 101(f) C.R.S., and other legal authority, operates a mass transportation system known as the
12 Summit Stage (“Summit Stage”), which provides Fixed Route Transit throughout Summit
13 County; and
14

15 WHEREAS, Summit County and the Town of Breckenridge (“Town”) are each
16 authorized to make the most efficient and effective use of their powers and responsibilities by
17 coordinating and contracting with each other pursuant to Section 18(2)(a) and (b) of Article XIV
18 and Section XI of the Colorado Constitution and §29-1-201, C.R.S.; and
19

20 WHEREAS, Summit County and the Town wish to engage the Summit Stage to provide
21 intercountry, commuter transit service between Park and Summit Counties; and
22

23 WHEREAS, Summit County and the Town will each provide local contributions to assist
24 with this operation; and
25

26 WHEREAS, a proposed “Intergovernmental Agreement For Intercountry Commuter
27 Transit Services For Park County” between Summit County and the Town has been prepared, a
28 copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by reference; and
29

30 WHEREAS, the Town Council has reviewed the proposed intergovernmental agreement,
31 and finds and determines that it would be in the best interest of the Town to enter into such
32 agreement.
33

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

37 Section 1. The “Intergovernmental Agreement For Intercountry Commuter Transit
38 Services For Park County” between the Town and Summit County (**Exhibit “A”** hereto) is
39 approved, and the Mayor is authorized, empowered, and directed to execute such agreement for
40 and on behalf of the Town of Breckenridge.
41

42 Section 2. This resolution is effective upon adoption.
43

44 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2020.
45

TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

Summit County Government -Town of Breckenridge

Intergovernmental Agreement for Provision of Inter-County Commuter Bus

Transit Services for Park County

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF INTERCOUNTY COMMUTER TRANSIT SERVICES FOR PARK COUNTY (the “IGA”) is made and entered into effective as of April 21, 2019, by and between the Summit County Government (“Summit County”) and the Town of Breckenridge (“Breckenridge”). Summit County and Breckenridge are hereinafter referred to collectively as the “Parties”.

WHEREAS, Summit County, pursuant to § 30-11-101(f) C.R.S. and other legal authority, operates a mass transportation system known as the Summit Stage (“Summit Stage”), which provides Fixed Route Transit throughout Summit County; and

WHEREAS, the Parties are each authorized to make the most efficient and effective use of their powers and responsibilities by coordinating and contracting with each other pursuant to Section 18(2)(a) and (b) of Article XIV and Section XI of the Colorado Constitution and §29-1-201, C.R.S.; and

WHEREAS, Breckenridge wishes to engage the Summit Stage to provide intercountry, commuter transit service between Park and Summit Counties; and

WHEREAS, Breckenridge will provide an annual local contribution to assist with this operation, all as more fully set forth in this IGA.

NOW THEREFORE, in consideration of the above and in consideration of the mutual and dependent covenants contained herein, the Parties agree as follows:

I. Purpose; Term and Termination:

- a. The purpose of this IGA shall be to set forth the Parties’ agreement regarding the scope of responsibilities and duties related to the Summit Stage’s provision of intercountry commuter transit services between Park and Summit Counties.
- b. The term of this IGA shall extend from April 21, 2019 to April 23, 2022 (the “Term”).
- c. Either Party may, for any reason, terminate their obligations under this IGA upon one hundred eighty (180) days’ prior written notice to the other Party.
- d. Further, as required by Article X, Section 20 of the Colorado Constitution, any obligation of a Party not performed in the current fiscal year shall be subject to annual appropriation of funds by the Party’s governing body. Should sufficient funds not be appropriated for a Party’s performance in future fiscal years this IGA shall terminate and be of no further force or effect.

II. Summit County Responsibilities:

- a. Summit County agrees to provide day to day management and operate intercountry commuter transit services according a mutually agreed upon schedule which may be modified by mutual agreement of the Parties.
- b. Summit County agrees to bear the fully allocated cost of services of operating the intercountry commuter transit services within Summit County, which amount is estimated to be \$155.44 per round trip.
- c. Summit County agrees to monitor performance and compliance in accordance with its policies, procedures, and performance indicators.

- d. Summit County will assist Breckenridge with operating grant applications and National Transit Database reporting.

III. Breckenridge Responsibilities:

- a. During the Term Breckenridge agrees to provide its local share contribution of up to \$50,000 per fiscal year to Summit County to help offset all eligible expenses incurred in the Park County portion of the service.

IV. Service Costs:

- a. The 2019 incremental cost for Summit Stage operating service in the Park County segment is \$65.42 per round trip. This amount shall be adjusted 3% annually to reflect wage and operating cost inflation.
- b. Rolling stock depreciation costs will be set at \$1.00 per mile for the Term.
- c. The Summit Stage will charge a \$2.00 base fare to offset expenses related to the operation of these services.
- d. Summit County shall establish a Summit/Park Transit Fund. All fare revenue, local contributions and grant revenue generated pursuant to this IGA, together with the revenue received by Summit County from that separate IGA between Summit County, Park County, and the Towns of Alma and Fairplay, shall be deposited in such fund. Summit County and Breckenridge agree that the state of the fund shall be evaluated and reported out to Breckenridge on a quarterly basis, and any necessary changes to the service shall be based on fund balance, ridership and community demand for service.
- e. Any surplus funds shall be held as Summit/Park Transit Fund fund balance for use in improving infrastructure, facilities and/or service that directly support Summit Stage operations contemplated hereunder.

V. General Provisions

- a. Governmental Immunity: Notwithstanding any other provision of this IGA to the contrary, no term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of any parties, their departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended. The Parties enter into this Agreement as separate, independent entities and shall maintain such status throughout.
- b. Neither Party may assign its rights or obligations under this Agreement without the prior, written consent of the other Party.
- c. This agreement shall be governed by the laws of the State of Colorado.
- d. No third parties are intended to be beneficiaries of this Agreement.
- e. This Agreement is intended to be fully integrated.
- f. All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. The Parties do not agree to indemnify, hold harmless, exonerate or assume the defense of the other Party or any other person or entity whatsoever, for any purpose whatsoever.
- g. This IGA may only be modified or amended upon written agreement of the Parties.

Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute on and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3 – 101 to -121.

BOARD OF COUNTY COMMISSIONERS

By: Thomas C. Davidson, Chair

TOWN OF BRECKENRIDGE, COLORADO

By: Eric Mamula, Mayor

Memo

To: Breckenridge Town Council Members
From: Town Staff
Date: 2/5/2020
Subject: Public Projects Update



5 Year Project Overview

As staff continues to work on bidding projects for the 2020 construction season, we wanted to provide Council a broad overview of design and construction projects in the current Five Year Capital Improvements Plan. The attached table outlines the overall project cost and estimated timing for both design and construction of the projects. Parking and Transportation fund and Capital Fund projects are included in the table. Staff will provide more detailed construction schedule updates for 2020 in the coming months.

DESIGN PHASE

CONSTRUCTION

Project	Budget	2020												2021												2022	2023	2024
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D			
1 River Park Phase 2	\$ 700,000																											
2 Fiber Construction	\$ 20,000,000																											
3 S. Gondola Parking Structure	\$ 50,000,000																											
4 Watson Roundabout	\$ 4,500,000																											
5 S. Gondola Pedestrian Connection	\$ 3,300,000																											
6 McCain Improvements - School Parcel	\$ 4,900,000																											
7 Coyne Valley Rd Cuvlert & Bike Underpass	\$ 3,500,000																											
8 Goose Pasture Tarn Dam	\$ 20,000,000																											
9 Dynamic Wayfinding	\$ 1,000,000																											
10 Airport Rd Improvements	\$ 7,500,000																											
11 Sidewalk Master Plan Implementation	\$ 1,350,000																											
12 Roadway Resurfacing	\$ 4,700,000																											
13 Concrete Rehab	included in above																											
14 River Walk Repairs	\$ 412,500																											
15 Carter Dog Park Drainage	\$ 250,000																											
16 Infrastructure Improvements - Culverts	\$ 1,750,000																											
17 Childcare Facility	\$ 200,000																											
18 F-Lot Pedestrian Improvements	\$ 2,200,000																											
19 Village Rd. Pedestrian Improvements	\$ 3,300,000																											
20 Four O'clock Pedestrian Improvements	\$ 1,400,000																											
21 Transit Center	\$ 5,000,000																											
22 Pedestrian Corridor Lighting	\$ 500,000																											
23 Town Facilities Energy Upgrades	\$ 500,000																											
24 Solar/Renewable Implementation	\$ 450,000																											
25 EV Chargers	\$ 75,000																											



DATE: February 4, 2020

TO: Breckenridge Town Council

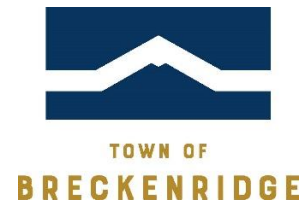
CC: Rick Holman, Shannon Haynes, James Phelps, Mark Johnston, Jennifer Pullen

FROM: Free Ride

RE: Free Ride Ridership Numbers – January 2020

During the month of January, the Free Ride moved 199,530 passengers! Service this year was virtually identical to the previous year with the exception of the Employee Shuttle route, which was revised for more consistent service. Special events this year included NYE service and Snow Sculpture service. NYE was down 10% at 628 riders and Snow Sculpture was down 17% at 7806 riders.

	2019		2020		Month		YTD	
	Jan Mthly	Jan YTD	Jan Mthly	Jan YTD	#'s	%	#'s	%
Black	6,105	6,105	5,732	5,732	-373	-6.1%	-373	-6.1%
Brown	61,694	61,694	56,765	56,765	-4,929	-8.0%	-4,929	-8.0%
Trolley	15,607	15,607	17,941	17,941	2,334	15.0%	2,334	15.0%
Purple	24,047	24,047	24,888	24,888	841	3.5%	841	3.5%
Yellow	91,256	91,256	84,342	84,342	-6,914	-7.6%	-6,914	-7.6%
Shuttle Lots	1,247	1,247	1,428	1,428	181	14.5%	181	14.5%
Special Event	9,820	9,820	8,434	8,434	-1,386	-14.1%	-1,386	-14.1%
TOTAL	209,776	209,776	199,530	199,530	-10,246	-4.9%	-10,246	-4.9%



Memo

To: Breckenridge Town Council Members
From: Rick Holman, Town Manager
Date: 2/5/2020
Subject: Committee Reports

No committee reports were submitted for this meeting.

Committees*	Representative	Report Status
Summit Stage Advisory Board	Jennifer Pullen	No Meeting/Report
Police Advisory Committee	Chief Jim Baird	No Meeting/Report
CMC Advisory Committee	Rick Holman	No Meeting/Report
Recreation Advisory Committee	Scott Reid	No Meeting/Report
Breckenridge Events Committee	Shannon Haynes	No Meeting/Report
Transit and Parking Advisory Committee	Jennifer Pullen	No Meeting/Report
Communications	Haley Littleton	No Meeting/Report

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



Memo

To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
Date: 2/5/2020
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on Wednesday, February 5th, 2020. Below you will find the minutes from that meeting.

The group continues to work to fine tune an “Event Matrix” that will assist in evaluating whether or not an event meets the goals of the Committee. The matrix is attached.

Minutes
Breckenridge Events Committee
Wednesday, February 5, 2020
Right event, right time, right result

Committee Members in Attendance: Todd Rankin, Dick Carlton, Shannon Haynes, Casey Willis, Majai Bailey, Chase Banachowski, Jeff Westcott, Carrie Benefiel, Hannah Schneider, Dennis Lucero, Dave Feller, Sarah Wetmore

I) Call to Order – Todd Rankin called the meeting to order at 9am.

- a) A motion was made to approve the January 8, 2020 meeting as submitted in the packet.
M/S/P

II) Active SEPA

BEC is charged by the TOB with the following as it relates to Special Events Permit Applications (SEPA):

- Evaluating current community concerns and other factors related to the number, types and impacts of events;
- Providing guidance and direction on prospective events based on the ability of the event to accomplish established strategies to include: driving visitation, media, branding, animation/local community, and revenue, while also taking into consideration the cost (including resources) and how the event will be received by residents and business;

- a) **2.25.20 Mardi Gras Procession featuring Guerrilla Fanfare Brass Band** – BTO is working to establish final procession route from Beaver Run to Riverwalk Center. Anticipating minimal impact.
 - 3:00pm -5:30pm Mardi Gras Party at the Copper Top; 5:30pm - 6:00pm Procession from BR to the RWC; 6:00pm - 6:30pm Opening band; 7pm - 10pm The New Orleans Suspects at Riverwalk Center.
- b) **4.11.20 Imperial Challenge** – Permit Approved.
- c) **4.12.20 1st Annual Rocket Fizz Easter Egg Hunt in the Village at Breckenridge** - Owner of new candy store in town looking to host an Easter Egg Hunt around the plaza of the Village at Breckenridge. Currently not gaining much traction with getting other businesses involved.

- d) **4.20 -6.7.20 BSR Spring Finale** – Looking to have more activation on mountain to draw attention to spring skiing conditions.
- e) **5.16.20 TOB Clean Up Day** – Permit Approved.
- f) **9.5.20 32nd Annual Great Rubber Duck Race** – Event producers are still working to address sustainability concerns.
- g) **9.11.20 Flaming Foliage Relay** – Very low impact event same as prior years. No other updates.
- h) **9.17 - 19.20 Wine Classic** – Producers still in conversation with BSR Hospitality around potential Peak 8 location.
- i) **9.17 – 20.20 Film Fest** – No updates at this time.

III) Upcoming Events

- a) **Events affected by parking structure** – nothing to address at this time. Construction May 2020 through Sept 2021 at the earliest. TOB and BSR working together on a parking and transportation plan. BTO will be looped in further along in process. TOB also planning for a media campaign around structure aimed at educating guests and community.
 - MTN Dew Snow Dance – Event displaced by parking structure. Location options very limited. BSR setting a hard deadline of this spring for planning if it looks like producers want to go forward for 2020.
- b) **MT 2030 Sustainability Conference, Sept. 29 – Oct. 2, 2020**
 - Breckenridge hosting in 2020. Intent is to rally mountain communities for a net zero carbon footprint by 2030.
 - Overarching organizing committee has representatives from throughout Summit County. Aiming high with keynote speakers. Targeting 500 ppl. Wendy Wolfe and Elizabeth Lawrence are co-chairs of organizing committee.
- c) **2021 International Snow Sculpture Championships (BTO)**
 - Planning team has restructured the event for 2021 around idea of a single, large “world piece” sculpture in Blue River Plaza. Plan to return to normal in 2022.
 - Kick off Jan 18 2020. Plan to follow similar build schedule but still working around what is feasible without competition component. Would still like to spotlight the international aspect of event.
 - Breckenridge Restaurant Association (BRA) discussion around incorporating smaller privately sponsored pieces throughout the community. Local businesses looking to get involved.
- d) **Choi + Shine: Installation – 5.28 - 6.7.20 (BCA)**
 - Part of WAVE presentation. Moving ahead with finalizing installation logistics.
- e) **Ai WeiWei “Forever Bicycles” installation, May – Sept. 2020**
 - BCA in process of finalizing press release. Art Installation Committee discussing transportation plan message.
- f) **Breck Epic, 8.16 – 21.20** (Mike McCormack/Greenspeed Project) – *No update.*
- g) **Breck Pride, 4.1-5.20** – BSR working to finalize contract with 3rd party producer.
- h) **Tedx Breckenridge, 5.30.20** – Conference will be held at CMC Breckenridge. At a TEDx event, TEDTalks video and live speakers combine to spark deep discussion and connection in a small group. These local, self-organized events are branded TEDx, where x = independently organized TED event.

IV) General Updates and Discussions

- a) **Strategic Matrix** – *Standing Item (High-level review of current events measured against BEC goals: Increasing Visitation, Media, Branding, Animation/Local Community, Revenue)*
 - **BCA Present: 2019 Events**
 - All Breck Create events and activities are guided by the organizational goals including: To build community participation and ownership in the creative arts experience. To attract visitors to Breckenridge for a creative arts experience. To optimize the Town’s creative arts assets.
 - **BIFA: Branding /Media: X Build Business: X Community Goodwill: X**
 - (a) 30,674 BIFA participants 1,075,000 est revenue to Breckenridge businesses from BIFA participants.
 - (b) Activation of town trails and the arts district with family friendly activities in unique and intimate settings.

- (c) Promote Breckenridge as a vibrant, creative destination by delivering inspiring experiences that enrich our community and visitors.
- **WAVE: Branding /Media: X Build Business: X Community Goodwill: X**
 - (a) 15,725 WAVE participants 552, 000 est revenue to Breckenridge businesses from WAVE participants.
 - (b) Activation of the core of town and the arts district with family friendly and interactive creative experiences.
 - (c) Promote Breckenridge as a vibrant, creative destination by delivering inspiring experiences that enrich our community and visitors.
- b) **Diminishing Events Sentiment –Standing Item**
 - Committee would like to look at results from Community Expectations Survey pertaining to community sentiment around events. Tentative target of April/May meeting.

V) **Task Force Updates – N/A this month**

VI) **Past Events Review**

- a) **International Snow Sculpture Championships, Jan 12-29, 2020 (BTO)**
 - Still waiting on final diversion report. As part of the event’s sustainability plan a digital program guide was produced instead of printing one. The 2020 Digital Guide was viewed 1,943 times.
 - For the 30th anniversary, a team of visual light designers collaborated with a non-competing snow sculpture team to bring a 30-foot intricate snow sculpture to life. BTO also produced a special 30th Anniversary documentary, showcasing the past thirty years of Breckenridge’s snow sculpting history. Aired on a loop in Riverwalk Center throughout event.
 - Increased focus on production of Award Ceremony recognizing the community’s long history with the event – hosted by Kim Dykstra and Jeffery Bergeron.
 - Saw a reduction in traffic congestion. Parking and Transit Task Force was formed to develop plan to address congestion issues. Looking to build on success for future events.
- b) Film permit Point Person – *Discussion tabled until next month*

VII) **Review Agenda Items for next BEC Meeting March 4 , 2020**

- a) Strategic Matrix – BSR Present
- b) Event Poaching/Ambush Marketing – Lucy Kay/Shannon
- c) Film Permit Point Person - Lucy

VIII) **Public Comments**

- Strategic Matrix – Emily Wahl suggested formalizing a metric against community goodwill.

IX) **Meeting formally adjourned at 10am**

EVENTS STRATEGIC MATRIX

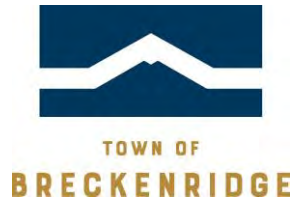
STRATEGIC GOALS

XX - Primary Goal

X - Secondary Goal

OWNER	EVENT	BRANDING/MEDIA	BUILD BUSINESS	COMMUNITY GOODWILL	Results as they pertain to the intended event goals
BTO	Ullr Dec 11-15	X		X	
BTO	ISSC Jan 21-12	XX	X		YOY Metrics '19 vs.'18: Web Metrics: Users up 45.78%, Page views up 11.16%. Room nights booked -7% *
BTO	Mardi Gras Feb 25				
BTO/BSR	Breck Pride April 1-5		X		
BTO	July 4th			X	
BTO	Oktoberfest Sept 11-13	X	X		YOY Metrics '19 vs.'18: Web Metric '19 vs. '18: Users up 32%, Page views up 77.83% Room nights booked +14% *
BTO	Santa Race/Lighting Dec 5th	X		X	YOY Metrics '19 vs. '18: Web Metric '19 vs. '18: Users up 16.11%, Page views down 22.41% Room nights booked -9% * 863 Santa Race Registrants '19.
BCA	BIFA				
BCA	WAVE May 28-21				
	Film Fest				
	Wine Classic Sept		X		
	Still on the Hill Sept 11-13				
	Art Festivals				
BSR	Snow Dance				
	Breck Epic				

*Room nights booked estimated based on reporting from 52% of in town lodging



MEMORANDUM

TO: Town Council
FROM: Open Space and Trails Staff
DATE: February 11, 2020
SUBJECT: Upper Blue Basin Forest Health Update

Summary

Town staff members were asked to update Town Council on forest health measures taken in the Upper Blue basin by the Town of Breckenridge, Summit County Government, the U.S. Forest Service, and others over the past several years. This memo summarizes recent Town and Town/County forest health projects, and describes how these projects were designed to work in conjunction with other private, county, and federal efforts to address forest health needs and establish a wildland/urban interface buffer for Breckenridge.

Project managers from the U.S. Forest Service and Summit County Government (and Red White and Blue Fire Protection District) will attend the work session to discuss upcoming forest health projects. The attached memos and maps provide supportive background information for the presentations. This discussion is intended to help inform elected officials and the general public on the various local tree cutting efforts and their timing.

Background- Town Forest Health Efforts

The Town's open space [portfolio](#) has grown significantly since the open space program's 1996 inception, prompting increased management needs on Town-owned and joint Town/Summit County properties. Increased stewardship responsibilities, the recent mountain pine beetle infestation, and increased community awareness of wildfire hazards have prioritized forest health efforts on public open space parcels since 2008.

In 2008, the Town open space and trails division commissioned Rocky Mountain Ecological Services, Inc. (RMES) to analyze the mountain pine beetle hazard on open space properties. The RMES [report](#) evaluated all existing open space parcels for susceptibility to mountain pine beetle infestation and prioritized forest health actions to be taken system-wide. Based on the findings in the report, staff implemented annual tree removal projects on Town open space and on joint Town/County properties between 2009 and 2019. Over forty forest health projects have been undertaken, addressing many open space parcels with varying levels of forest health or fire mitigation treatments.

The primary goals of these forest health initiatives on Town and joint open space are:

1. To remove dead and infested trees that succumbed to mountain pine beetle, thereby reducing fuel loads, fire danger, and potential wind-throw hazards.
2. To establish fire breaks and defensible spaces to protect area homes and valuable infrastructure.

3. To encourage forest regeneration and create a more dynamic forest (i.e. more diverse age class, species composition, forest structure).

Attached, *Map 1: Upper Blue Forest Health Treatments* highlights many of the open space forest health treatments that have occurred since 2009, as well as those of the USFS, Summit County, and private landowners. Over 375 acres of public open space have been treated in and around Breckenridge through Town and joint Town/County forest health measures. These open space-based efforts have been planned in conjunction with the U.S. Forest Service contracts assigned for tree removal to be performed in the Golden Horseshoe. Taken together, the forest health treatments across multiple jurisdictions resulted in a clearly defined fuel break, particularly east of Town at the interface with the Golden Horseshoe. This fuel break fulfills elements of the Community Wildfire Protection Plan (CWPP), established by the Summit County Wildfire Council.

Partnerships

Community partnerships are fundamental to the completion of the forest health tasks across the Upper Blue basin. Partners for the forest health efforts include the following:

- **Summit County Government-** As a joint owner of over 4,000 acres of open space with the Town, the Summit County open space and trails department has partnered by planning, contracting, implementing, and sharing costs on multiple forest health efforts. The recently approved Stronger Futures/1A funding has allowed Summit County to prioritize more treatment areas and ensure that the successful neighborhood chipping program continues.
- **U.S. Forest Service-** The USFS has assigned multiple contracts and forest health treatments on area National Forest lands. These have all undergone required NEPA analysis, but some of the public comment periods occurred as long ago as 2011. Town and County staff members have coordinated efforts with the National Forest projects, so that the treatment areas effectively adjoin one another to create a consistent community firebreak.
- **Colorado State Forest Service-** The CSFS has assisted both Summit County and Town efforts through project design, implementation, and grant funding. CSFS staff expertise has enabled Town and County staff to effectively develop, contract, and manage several forest health projects. CSFS grant support has helped leverage local Town and Summit County money and increase the scope of fuels treatments.
- **Summit County Wildfire Council-** This group includes representatives from the U.S. Forest Service, Colorado State Forest Service, local fire protection districts, towns, citizen river basin representatives, and Summit County Government. The Council works to mitigate wildfire risk in Summit County through implementation of the Summit County Community Wildfire Protection Plan (CWPP). SCWC also administers community wildfire grants that help residents and property owners reduce wildfire risk. The Town has benefitted from several SCWC grants.
- **Red White and Blue Fire District-** RW&B provides exceptional emergency response to fires in and around the Town of Breckenridge. RW&B staff also works directly with private landowners to evaluate properties and develop forest health treatment plans to reduce wildfire risk to homes and infrastructure.
- **Private property owners-** Many private landowners have supported the Town's efforts through dedication of temporary access easements, general support for the forest health/fuel break projects, and completion of corresponding fuels reduction efforts on their HOA and private parcels. These efforts have resulted in multiple Fire

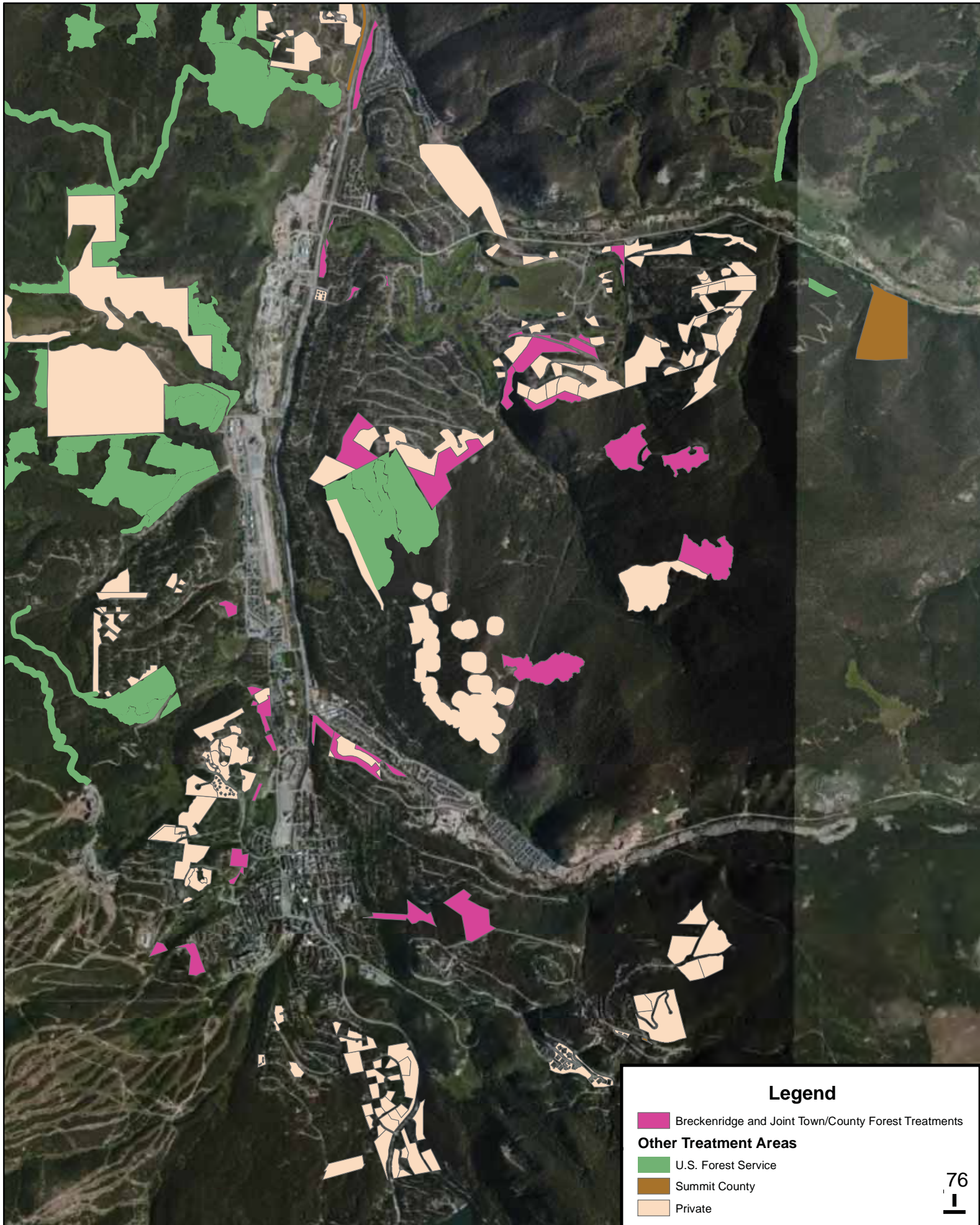
Wise community designations in and around Breckenridge. Summit County and the USFS have also leveraged private landowner efforts to accomplish community wildfire protection goals.

Ongoing and Future Forest Health Efforts

In 2020, multiple forest health treatments are scheduled to occur in the Upper Blue basin, near the Town of Breckenridge. Those efforts include several projects near the Peak 7 neighborhood and above the Wellington neighborhood area in French Gulch. The attached memos and maps from the USFS and Summit County provide more details on those projects. This Town Council presentation is another public outreach effort to inform elected officials and the general public on the various local tree cutting efforts and their timing.

Conclusion

This memo and its attachments are intended to inform Town Council regarding the multiple forest health efforts undertaken in the Upper Blue basin- in the past, present, and future. Staff hopes that this presentation will serve as an initial step towards more complete information for Town Council and the public. Staff looks forward to discussing this information further and answering any questions from Town Council.

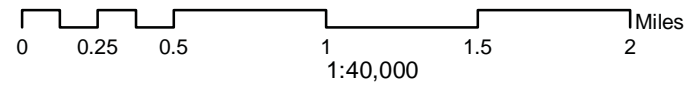


Legend

- Breckenridge and Joint Town/County Forest Treatments
- Other Treatment Areas**
 - U.S. Forest Service
 - Summit County
 - Private

76
|
Miles

Map 1: Upper Blue Forest Health Treatments





Breckenridge Town Council Meeting
February 11, 2020
US Forest Service Briefing
Dillon Ranger District
Forest Health, Hazardous Fuels Reduction Projects

US Forest Service (USFS) entered into a Good Neighbor Agreement (GNA) with the Colorado State Forest Service (CSFS) in 2019. The CSFS has the authority to implement forest health, restoration and hazardous fuels projects cross boundaries on Federal Lands managed by the USFS. Moving forward, the majority of the projects in the upper blue are planned to be implemented by the CSFS. Pile burning will be accomplished by the USFS.

2019 Projects Completed

Ophir Mountain	441 acres
Ophir South	277 acres
Peak 7 Unit 427	12 acres
Swan Unit 307	<u>10</u> acres
Total	740 acres

Treatment

Cut and Remove
Cut and Remove (cleanup work in 2020)
Cut, Handpile, Burn piles in 2020
Cut, Handpile, Burn piles in 2020

2013-2018 Projects Under Contract

Golden Horseshoe	469 acres
Indiana Creek	<u>168</u> acres
Total	637 acres

Treatment

Cut and Remove (complete by Oct. 2020)
Cut and Remove (begin summer 2020, complete 2021)

2019 Projects Under Contract

Peak 7 Unit 348	37 acres
Miners Creek Area	<u>36</u> acres
Total	73 acres

Treatment

Remove, Cut, Handpile, Burn (complete by Oct. 2020)
Cut, Handpile, Burn (complete by Oct. 2020)

2020 Planned Projects

Peak 7 Area	148 acres
Ophir Mtn/Breck Area	600 acres
Wellington Unit 330	52 acres
Wellington Unit 329	6 acres
Swan Unit 307	<u>29</u> acres
Total	835 acres

Treatment

Remove, Cut, Handpile, Burn
Variable Spaced Thinning of Past Treatments
Cut, Handpile, Burn
Cut, Handpile, Burn
Cut, Handpile, Burn

2021 Planned Projects

White Cloud Unit 122	137 acres
Blue River area	<u>347</u> acres
Total	484 acres

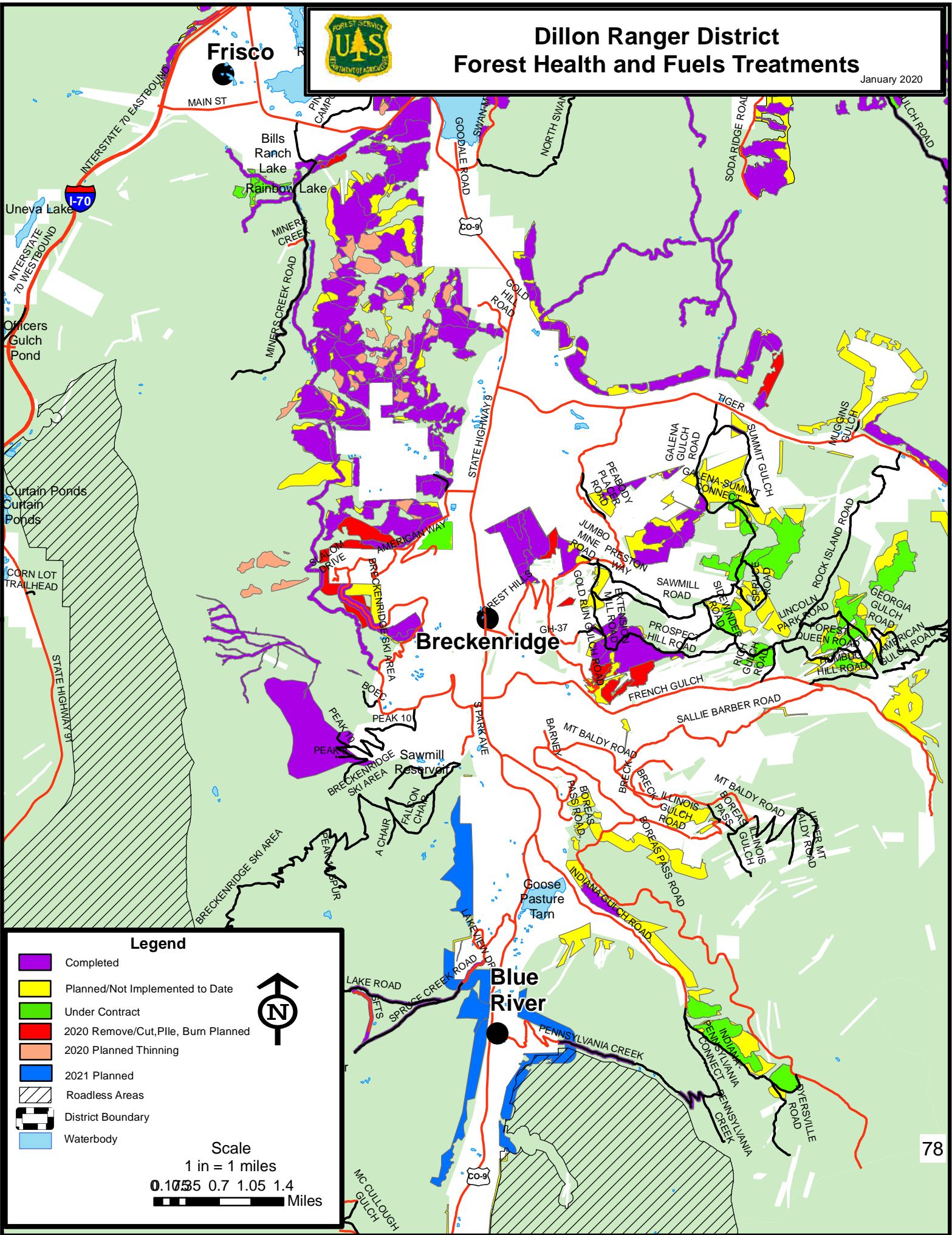
Treatment

Cut and Remove, or Handpile/Burn
Cut, Handpile, Burn



Dillon Ranger District Forest Health and Fuels Treatments

January 2020



Legend

- Completed
- Planned/Not Implemented to Date
- Under Contract
- 2020 Remove/Cut,Pile, Burn Planned
- 2020 Planned Thinning
- 2021 Planned
- Roadless Areas
- District Boundary
- Waterbody



Scale
1 in = 1 miles
0.10 0.25 0.7 1.05 1.4
Miles



Memo

To: Breckenridge Town Council

From: Michael Wurzel – Resource Specialist, Summit County Open Space and Trails
Ashley Garrison – Forester, Colorado State Forest Service
Dan Schroder -- Extension Agent/Director, CSU

Date: 2/11/2020 Work Session

Subject: Summary and Update on County-wide wildfire mitigation efforts for 2019 -- 2020

Mayor and Council,

This memo is written to provide you with an update on wildfire mitigation efforts occurring throughout Summit County in 2019 and 2020.

Defensible Space Partners

The Summit County Defensible Space Partners Program enables residents to remove trees and hazardous fuels from open space lands adjacent to their private property. Summit County Open Space and Trails (OST) staff receive several requests throughout the year from residents to remove hazard trees on open space. These have been permitted in the past on a case by case basis. This permit program formalizes the request mechanism and opens the program to the public. Each application will be reviewed by an open space and trails staff member and a Colorado State Forest Service forester.

Summit County OST is actively managing County owned forests for hazardous fuels reduction. Residents may wish to remove hazard trees, hazardous fuels, or complete defensible space treatments on adjacent Summit County property not under consideration for future management. In this case, residents can apply for a permit to remove the hazardous fuels. In addition, these permits allow Summit County to engage private landowners in joint treatments where private property may represent the best or only access to treatment areas. The permittee is responsible for all costs associated with the permit. The successful permittee may apply for cost sharing through the Summit County Hazardous Fuels Reduction Grant.

This program is a permit process by which Summit County residents can complete defensible space work and/or hazardous fuels reduction treatments on Summit County Open Space lands adjacent to homes. *Town of Breckenridge Open Space staff have indicated they would participate in the program with the county because most of the open space property in the Upper Blue River Basin is jointly owned by the town and the county.*

Stronger Futures Projects – Peak 7 and Wellington

All timber projects have the following hazardous fuels reduction and forest health objectives:

- Reduce wildfire hazards within the project area and to adjacent communities
- Promote regeneration of aspen and lodgepole stands
- Improve visual aesthetics by removing standing dead trees from the property

Peak 7 Hazardous Fuels Reduction Project – 37 acres USFS, 6 acres SC/TOB Open Space (43 acres total, 1/3 complete)

This project treats Unit 348 under the Breckenridge Forest Health and Fuels Reduction NEPA from 2011. The CSFS is administering the project for the USFS under a Good Neighbor Authority agreement with funding from Summit County SFF for landscape scale treatments. The adjacent SCG/TOB property was added to the project to improve the landscape connectivity. The original scope of the project called for all cut trees to be piled and burned, however, with technological advances in steep slope logging, most trees will be cut and removed, allowing for wood utilization and avoiding the smoke impacts from pile burning. Currently, the contractor is done cutting for season. Operations will resume once the snow has melted. On the steep slopes, the contractor will utilize a tethered winch-assist system. CSFS will be providing tours if any Town Council members would like to see the operations. A map of the project is included.

Prescriptions:

NFS LANDS - 37 treatment acres (41 acres total area with 4 acres of reserve patches)

- Remove all live and dead lodgepole pine, Engelmann spruce, subalpine fir, and aspen greater than five inches (5.0") DBH.
- Maintain and protect advance regeneration wherever possible.
- Residual fuel loading for mechanical treatment will be between a minimum of 5 tons/acre and a maximum of 8 tons/acre.

SCG and TOB LANDS – 6 acres

- Cut all dead trees and live lodgepole pine greater than five inches (5") DBH and greater. Live spruce, fir, and aspen shall be retained.
- Remove all merchantable products that are outside of Streamside Management Zones (SMZ's) and/or uphill of ditch/trail. Lop and scatter all other stems according to requirements below.
- Maintain and protect advance regeneration wherever possible.
- All operations (felling, bucking, burning, slashing, skidding, yarding, loading, and hauling) must take place from 0700 – 1900 Monday through Friday.

Wellington Hazardous Fuels Reduction Project- 43.8 acres USFS, 47.5 acres SC/TOB Open Space (91.3 acres total)

This project treats Unit 330 under the Breckenridge Forest Health and Fuels Reduction NEPA from 2011 and adjoining high priority SCG/TOB open space lands connecting to previously treated areas and mature aspen stands. The treatment will remove hazardous fuels on the hillside above the Wellington neighborhood. The treatment prescriptions are a combination of thinning on SCG/TOB open space where pine beetle mortality is lower, and clear cut with leave tree on USFS and SCG/TOB where mortality is higher. Additionally, to support aspen regeneration and stand health, conifers only will be cut in some USFS areas, and dead trees only will be cut in some SCG/TOB areas. This project will remove dead lodgepole and set up conditions for aspen regeneration and healthy lodgepole regeneration. The variety of prescriptions will support fuels reduction requirements while increasing the heterogeneity of the forest structure, and improving the visual impact of the treatment.

This project will be open for competitive bid in the spring, and is expected to take up to two years (summer/fall seasons) to complete. All work will be done by hand (chainsaws). All cut material will be piled. Piles will be burned under a separate contract in the future. The CSFS is administering the project under agreement with both SCG and the USFS. An outreach plan is being implemented by CSFS and Summit County partners to notify Wellington residents, neighbors, and recreationists in the area. Limited trail closures of up to 30 min are expected while work is occurring adjacent to trails. The majority of the project will not affect trail travel. As with the Peak 7 project, operations are limited to 7am-7pm Monday through Friday.

Prescriptions:

Clear Cut with Leave Tree: 37.5 ac USFS, 7.2 ac SCG/TOB

- Remove all live and dead lodgepole pine, Engelmann spruce, subalpine fir, and aspen greater than five inches (5.0") DBH.

- Maintain and protect advance regeneration wherever possible. Advanced regeneration are trees taller than 4.5 feet that are smaller than 5" diameter and have 60% or greater crown ratio.
- Pile all material 11" diameter or less. Material greater than 11" will be placed perpendicular to the slope.

Thin from Below: 37.3 ac SCG/TOB

- Remove all dead lodgepole pine.
- Cut lodgepole pine between 5"-9" DBH to 30' stem spacing. Cut live lodgepole pine below drip line of trees greater than 9" DBH.
- Maintain and protect advance regeneration wherever possible. Advanced regeneration are trees taller than 4.5 feet that are smaller than 5" diameter and have 60% or greater crown ratio.
- Pile all material 11" diameter or less. Material greater than 11" will be placed perpendicular to the slope.

Dead Only: 1.7 acres, with 1.3 acres potential add on SCG/TOB

- Cut all standing dead and fallen dead (75% solid) lodgepole pine.
- Pile all material 11" diameter or less. Material greater than 11" will be placed perpendicular to the slope.

Aspen Enhancement: 6.4 acres USFS

- Remove all live and dead lodgepole pine, Engelmann spruce, subalpine fir within aspen stand.
- Pile all material 11" diameter or less. Material greater than 11" will be placed perpendicular to the slope (limited aspen removal to facilitate pile placement).

Other Forestry/Wildfire Preparedness Efforts on Non-Federal Land:

Hazardous Fuels Reduction (HFR) Grant Program- The 50:50 match program has funded a lot of work around the town. In 2019, TOB completed 5.5 acres, \$65k total project cost. Other in-town projects included the Woods tree removal, 10 acres of private property off Airport Road and at least 14 HIZ/Defensible Space zones around Peak 7, Sallie Barber and other areas.

CAFA Grant Potential Upcoming Opportunities- \$200k grant with 25% SFF match and 25% landowner match- This grant will treat 100 acres over the next 3 years around Peak 7 and Blue River adjacent to USFS treatments.

Forest Insects and Diseases- Aerial Survey numbers recently released for 2019. In Summit County: no acres of mountain pine beetle, 1 acre spruce beetle, 10 acres Douglas-fir beetle, 2800 acres western balsam bark beetle, 70 acres western spruce budworm.

Western Balsam Bark beetle predominantly affect subalpine fir and Engelmann spruce. Most acres affected are in the southern portion of the county at the higher elevations. Most mortality is seen in subalpine fir, which turn red and may keep needles for 1 or more years after death.

Map: <https://csfs.colostate.edu/forest-management/common-forest-insects-diseases/#1578433765337-126b961a-d4fa>

Summit County Chipping Program

Success in Wildfire Mitigation

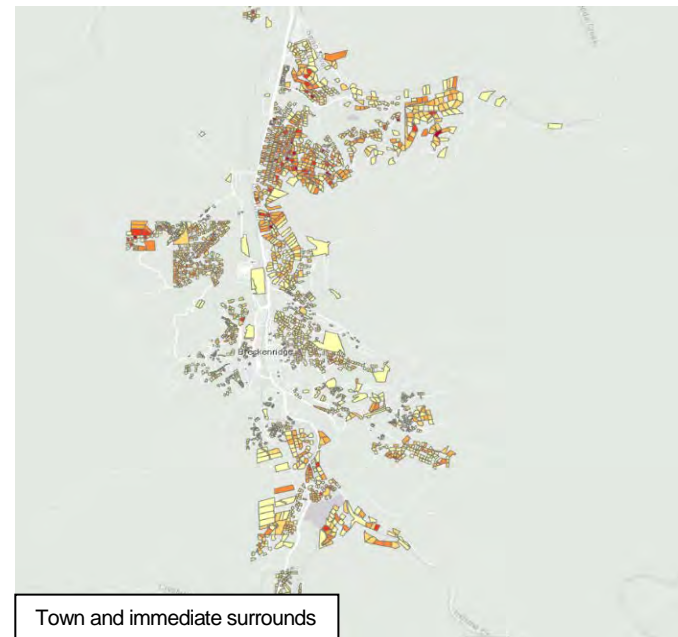
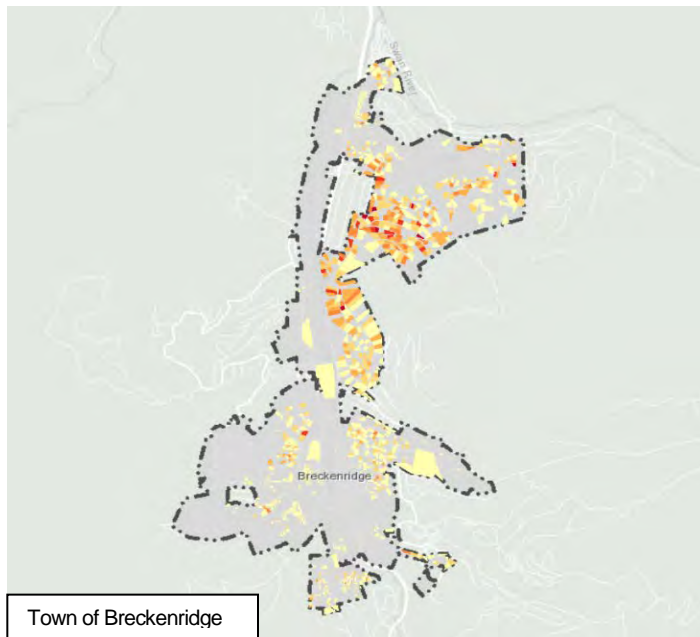
Summit County is recognized across the West as a leader in community wildfire protection. Local voters approved mill levies that fund a variety of wildfire mitigation programs, including the Summit County Chipping Program, which launched in 2014. Through the Chipping Program, thousands of Summit County residents and property owners have taken concrete steps to protect their homes from wildfire. Here are some highlights of our community's success.

All Years	Homes	Piles
Summit County	6,413	23,542
Blue River	844	2,703
Breckenridge	1,479	4,577
Dillon	240	598
Frisco	945	1,693
Silverthorne	1,352	2,920
Montezuma	34	171
Totals	11,307	36,204

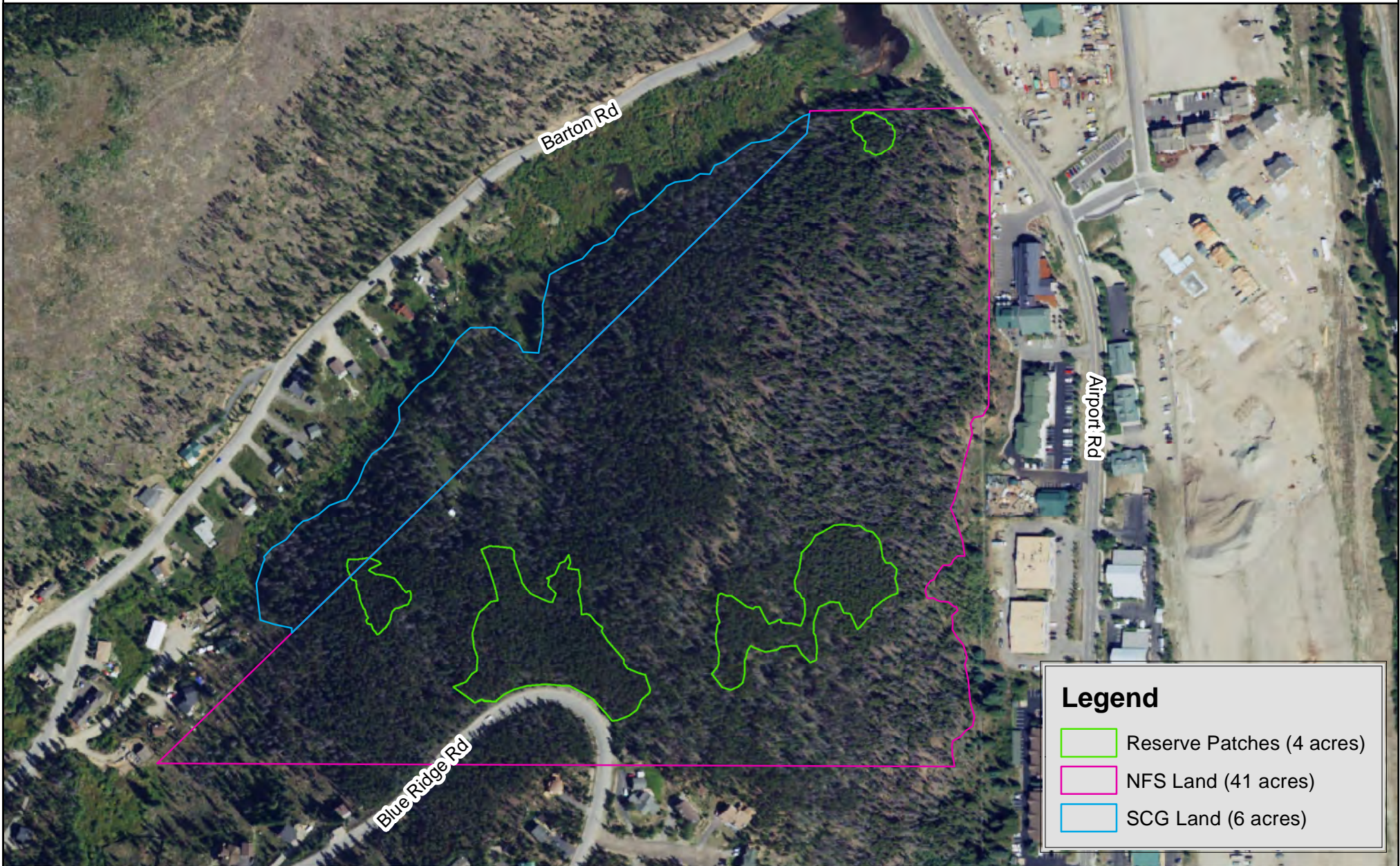
Breckenridge	Homes
2014	255
2015	244
2016	205
2017	332
2018	166
2019	277
Total	1,479

Over six years, from 2014 – 2019, thousands of piles of flammable vegetation have been removed from independent parcels throughout our communities. The highest level of municipal participation has been from homeowners living in Breckenridge. The accompanying “static” maps represent six years of homeowner participation both in Breckenridge town limits and the immediate surrounding area. At the February 11, 2020, Town Council work session, CSU Extension staff will present a “dynamic” flyover map of Chipping Program participation over time.

Preview the dynamic map of Breckenridge: <https://summitcountyco.maps.arcgis.com/apps/webappviewer/index.html?id=f2fae8fa6cba4527bb59df04874ac154>
 Preview the dynamic map of the county: <https://summitcountyco.maps.arcgis.com/apps/webappviewer/index.html?id=8e8ccbcd5d8a45728a7282d6ad7ab60e>



Unit 348 (Peak 7) GNA Project

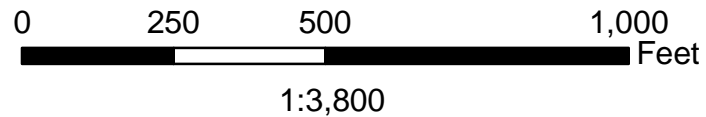


Legend

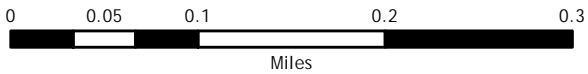
-  Reserve Patches (4 acres)
-  NFS Land (41 acres)
-  SCG Land (6 acres)



Prepared By:
Colorado State Forest Service
Grandy FO - Northwest Area
August 2019



Wellington Forestry Project Unit Ownership



Document Path: E:\GIS\Working\WellingtonTreatmentOwnershipTOBTC.mxd

Ownership

-  SCOS/TOB
-  USFS
-  Private Property (Outside treatment area)

Coordinate System: NAD 1983 UTM Zone 13N
 Projection: Transverse Mercator
 Datum: North American 1983
 False Easting: 500,000.0000
 False Northing: 0.0000
 Central Meridian: -105.0000
 Scale Factor: 0.9996
 Latitude Of Origin: 0.0000





RED, WHITE & BLUE

FIRE PROTECTION DISTRICT
COURAGE, COMMITMENT, CARING

Wildfire Defensible Space Evaluations By The Numbers:

2017:

Single Family Home Evals – 76
Subdivision evals – 2
HOA Presentations – 6 (about 250 people)

2018

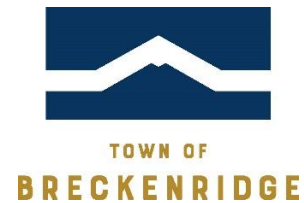
Single Family Home Evals – 294
Subdivision Evals – 3
HOA presentations – 10 (about 500 people)

2019

Single Family Home Evals – 99
Subdivision Evals – 2
HOA presentations – 8 (about 300 people)

In both 2017 and 2018 there were significant wildfires in Summit County but in 2019 with late snow falls and high snow pack numbers there were very few fires. RWB Fire understands that 2019 was an anomaly and expects that there will be more significant fires in the future. In 2020 the Town of Breckenridge is about 10-14 years post beetle and the fuels component in the Lodgepole Forest is changing quickly. The fuel load at the ground level is growing and changing in orientation resulting in a higher “Probability Of Ignition”. Another complication related to the changing fuel orientation is the ability and cost of mitigation efforts. As the trees fall down we begin to lose the ability to remove the fuel in a timely and cost effective manner. Additionally, as more and more trees fall down we eventually lose the ability to fight the fires at all. On both the Peak 2 Fire and Buffalo Mtn Fire, Hot Shot Crew’s refused assignments to enter into “Jack Strawed Stands” of Lodgepole Pine. These fuels conditions eventually result in higher intensity fires that are more dangerous to fight and more resistant to suppression.

Given the state of our fuels and how dangerous fires are in these fuels we at RWB Fire recommend and encourage treatment of open space and private home lots alike. We make an effort to meet with as many homeowner groups, municipalities, land managers and individuals as possible to hopefully alter the fuels situation in and around the Wildland Urban Interface in our fire district. We will continue to encourage the Town of Breckenridge to take an honest look and develop a plan to treat the remaining open space parcels in and around town.



Memo

To: Town Council
From: Eli Johnston, Chief Building Official
Date: February 5th, 2020
Subject: 2018 Energy Code Adoption

Summary

In 2019, Breckenridge adopted the Summit Community Climate Action Plan, a document that sets carbon reduction goals for our community. Two-thirds of Summit County’s emissions come from energy use in buildings – roughly one-third from residential buildings and one-third from commercial. In order to reach our goals of reducing emissions 50 percent by 2030 and 80 percent by 2050 in the Climate Action Plan, we must reduce building energy use.

One of the emissions-reduction strategies identified in the Climate Action Plan is adopting a Sustainable Building Code. This Sustainable Building Code would require energy savings in new construction above what can be achieved through the 2018 International Energy Conservation Code (IECC), which was recently adopted by the Town.

Through a year-long process that included Breckenridge, Summit County, Dillon, Silverthorne, High Country Conservation Center, local builders, architects, and energy consultants, our committee determined that an acceptable Sustainable Building Code should utilize a nationally recognized program. The recommendations below meet those goals while achieving 10 percent energy savings in both residential and commercial new construction (compared to the 2018 IECC).

Breckenridge was part of an Open House on January 29th on proposed residential and commercial code changes which had over sixty professionals in attendance. The proposed changes were well received by the attendees.

Residential Energy Efficiency Codes

The Zero Energy Ready Home program is a U.S. Department of Energy certification program for residential buildings. Homes that are Zero Energy Ready certified are so efficient that, with a renewable energy system such as solar panels added, they can offset all or most of their annual energy consumption. Certification is verified by qualified third-party raters. Compliance with Zero Energy Ready Home requires meeting the standards of two federal building programs, ENERGY STAR for Homes and EPA Indoor air PLUS. Homes in the program feature ENERGY STAR appliances, Water Sense fixtures (or an efficient hot water distribution system), and solar PV-ready design. The result is homes that are more efficient, comfortable, healthy, durable, and affordable. Builders may meet the requirements of the Zero Energy Ready Home program using either the Prescriptive Path or the Performance Path, as described below.

The Prescriptive Path requires a set of measures and requires no energy modeling. However, builders might find the Prescriptive Path restrictive as tradeoffs are not allowed.

The Performance Path requires homes to achieve a pre-determined target Home Energy Rating System (HERS) score. The target HERS score is calculated based on the preferred set of energy measures as

well as the size of the home. The HERS Index is a nationally recognized system for calculating a home's energy performance. The index is based on a scale of 0 – 150, with 0 being a net-zero energy home. The newly adopted 2018 International Energy Conservation Code requires residential homes to earn a HERS score of 58. Most Zero Energy Ready Homes built in our climate zone will require HERS scores in the mid-40s to low-50s. Larger homes require even lower scores, which was viewed positively by the committee. Following the Performance Path, an architect or designer works with an energy professional before construction begins to model the proposed home and ensure that energy efficiency is considered during the design process.

While two compliance pathways are available (Prescriptive or Performance), it should be noted that homes over the 'benchmark home sizes' listed below are required to follow the Performance Path.

# of Bedrooms in Home to be Built	0 / Studio	1	2	3	4	5	6	7
Conditioned Floor Area (for Benchmark Home)	1,000	1,000	1,600	2,200	2,800	3,400	4,000	4,600

Commercial Energy Efficiency Codes

Until now, Summit County's jurisdictions have never adopted a Sustainable Building Code for commercial buildings. The committee hired an independent code consultant to facilitate the development of the commercial sustainable code. Modeling results vetted through the working group proved that 10 percent energy savings are possible following a number of different pathways which satisfied the committee.

The final recommendations require new commercial buildings to demonstrate 10 percent energy savings by following either Prescriptive or Performance Pathways. Prescriptively, buildings will have to either install solar PV to offset 10 percent of building energy use or install three energy efficiency packages as outlined in the 2018 IECC. If complying via the Performance Path, energy modeling must show that the proposed design will achieve 10 percent energy savings compared to the code-defined baseline buildings.

Electric Vehicle (EV) Charging Infrastructure

In addition to Zero Energy Ready Home Program certification, the proposed requirements for residential also include a requirement for electric vehicle (EV) charging infrastructure to be roughed into newly constructed homes and garages. This includes an electrical box, conduit to run wire and a blank in the service panel. This would be an approximately \$100 improvement, which would allow for the installation of an EV charging station to be added to the residence in the future without tearing into the wall.

For multifamily dwellings and commercial occupancies, the proposed requirements include a minimum number of Electric Vehicle Supply Equipment (EVSE) installed spaces and EV capable spaces to be provided, based upon the total number of parking spaces.

Total Number of Parking Spaces	Minimum Number of EVSE Installed Spaces	Minimum Number of EV Capable Spaces
1-10	1	-
11-15	2	3
16-19	2	4
20-25	2	5
26+	2	20% of total parking spaces

- EVSE Installed spaces provide a minimum number of installed Level 2 EV charging stations.
- EV Capable spaces have electrical panel capacity with a dedicated branch circuit and a continuous raceway from the panel to the future EV parking spot (but no outlet).

Incentivizing Energy Efficiency Upgrades in Remodels & Additions

The committee has developed the following recommendations for incentivizing energy efficiency upgrades for remodels and additions:

Residential

The committee's recommendation is to require a home energy assessment be obtained for all building permits for residential additions and remodels valued at \$50,000 or more. This is intended to provide the applicant (i.e., homeowner, designer and/or builder) with information on key opportunities to integrate recommended energy efficiency upgrades into the renovation project. Applicants will receive information on the recommended energy efficiency upgrades, the projected energy cost savings and payback period for each improvement, and information on available Xcel Energy and local rebates available to offset the out-of-pocket costs of the respective improvements. The goal of this approach is to encourage informed decision-making and catalyze energy efficiency upgrades through rebates and education on projected cost savings and return on investment.

Commercial

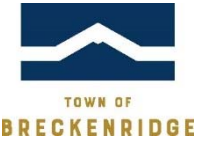
The committee is recommending that, during pre-application discussions for commercial remodels and additions, town and county building departments should provide applicants with information on the various options available for commercial building energy audits, as well as available rebates and CPACE financing options to fund energy efficiency, renewable energy and water conserving building improvements. The committee did not recommend mandating an energy audit for commercial buildings, but offered a suggestion that an energy audit could be incentivized by requiring proof of an energy audit as a condition of receiving local rebate money for commercial energy efficiency upgrades.

Planned Outreach

We plan to continue working with the building community after code adoption, to help educate local builders and designers on the new code requirements and alternative compliance pathways. We plan to offer a series of educational trainings from April – June 2020, prior to the proposed July 1, 2020 effective date. These trainings are being coordinated with support from the Colorado Energy Office and their code consultant, NORESO. Additional trainings can also be scheduled as needed to address common questions that may arise throughout the proposed 6-month grace period / testing period for residential code compliance (from July 1, 2020 – January 1, 2021). In addition to live trainings, the Department of Energy's website provides instant access to expert information on hundreds of high-efficiency construction topics.

Council Input

Council feedback on the proposed energy efficiency code changes is requested. Staff will be available at the work session to hear any concerns of Council and answer any questions.



Memo

To: Town Council
From: Jeremy Lott, AICP, Planner II
Date: February 3, 2020 (for meeting of February 11, 2020)
Subject: Worksession: Accessory Dwelling Unit Code Update

In February 2019, the Development Code was updated with a provision that required accessory apartments be deed restricted to individuals working in Summit County at least thirty (30) hours per week. Since the update, staff has had some issues with implementing this requirement. These issues are typically related to primary units designed with living areas that do not technically meet the accessory apartment definition that could easily be converted or utilized as a separate, unauthorized “lock-off” unit.

Staff is proposing changes to the existing Development Code to make the accessory apartment policy more enforceable and reduce the likelihood of the Town approving primary unit designs that could be easily converted into a separate “lock-off” units. The primary focus of the code changes is to minimize the potential for the proliferation of additional short term rentals, while still encouraging the use of accessory dwelling units for workforce housing.

The purpose of this worksession is to obtain feedback from Town Council on potential language for a code revision. These edits were reviewed by the Planning Commission on November 19, 2019. At that meeting, there were some questions and comments, which have been incorporated in the attached draft.

Proposed code modifications are attached in **bold**, underline and ~~striketrough~~ which are intended to help limit spaces, kitchens, and wet bars that can be easily converted into unauthorized “lock-off” units.

Staff would like to hear any questions, comments, or concerns from the Council.

Proposed Accessory Dwelling Unit Development Code Changes

DWELLING UNIT: Any structure or part thereof, designed to be occupied as living quarters for any period of time. A dwelling unit may be a primary unit and/or an accessory dwelling unit.

KITCHEN: A room or portion of a room available for the preparation or cooking of food that may include a refrigerator, dishwasher, cooktop, and/or cupboards. Only one (1) kitchen is allowed per dwelling unit.

LIMITED KITCHEN: Allowed only in Hotel/Lodging/Inn uses only, this mMay include a refrigerator, dishwasher, cooktop, and cupboards. Gas piping and two hundred twenty (220) volt electrical service may not be provided or roughed-in in a limited kitchen.

PRIMARY UNIT: The main unit located on any residential property. This includes single-family, duplex, multi-unit, and/or townhouse residential uses.

RESIDENTIAL USE: A residential use refers to the occupancy of a dwelling unit as living quarters.

ACCESSORY DWELLING UNIT Apartment: A residential dwelling unit located on the same parcel of land as a single-family primary unit, which that is secondary in size and use to the single-family primary unit. An accessory dwelling unit may have a separate kitchen from the primary unit and may be attached or detached from the primary unit. Only one accessory dwelling unit is allowed per primary unit. An accessory dwelling unit apartments shall meet the following criteria: and meets the following criteria:

~~1. Accessory apartments may be occupied by persons with disabilities or persons sixty five (65) years or older.~~

- ~~1.~~ 1. A. The total dwelling area of the unit accessory dwelling unit is no greater in size than one-third (1/3) of the total dwelling area density of the single-family primary unit.
- ~~2.~~ 2. B. The total dwelling area of the unit accessory dwelling unit is no greater in size than one thousand two hundred (1,200) square feet.
- ~~3.~~ 3. C. Legal title to the accessory dwelling unit apartment and single-family primary unit is held in the same name.
- ~~4.~~ 4. 2. All permits issued for accessory dwelling units apartments shall include the requirement that the property owner record a covenant restricting the use and occupancy of the property ~~with the requirements set forth under subsections D (introductory text) and D1 of this definition.~~ The covenant shall grant enforcement power to the Town of Breckenridge or an authorized designee approved by the Town.

5. ~~D. With the exception of subsection D1 of this definition, An~~ accessory **dwelling unit** apartments may only be occupied by persons employed at least thirty (30) hours per week in Summit County with a lease term of not shorter than ~~six (6)~~ **three (3)** months.
6. **An accessory dwelling unit shall not be occupied by a family member unless said individual meets the employment requirement in subsection 5 of this definition.**
7. **Accessory dwelling units shall not be used as a short term rental as defined under Lodging Services within Chapter 3-1-2 of this code.**
8. **All detached structures containing density shall be considered an accessory dwelling unit, for purposes of this Code, unless no domestic water service is provided.**
9. **Attached additions containing density that do not have an interior connection to the primary unit shall be considered an accessory dwelling unit.**

Units that meet all of the criteria will be classified as a portion of the single family unit, while those that do not meet all the criteria specified shall be classified as either a duplex (if attached) or a second home (if detached).

WET BAR: An area of a common room (living room, great room, dining room, entertainment room, etc.) within a dwelling unit used for the storage of food that may include (but not required to install) a refrigerator, a sink, and/or a countertop, but shall not include a cooktop or oven. Wet bars shall be within common rooms with areas larger than 300 square feet. Hallways shall not be considered in calculation of square footage and a wet bar shall not be located within a hallway.



Memo

To: Breckenridge Town Council Members
From: Corrie Burr
Date: February 3, 2020
Subject: Child Care Tuition Assistance Long-Term Funding Work Session

The current proforma indicates the child care tuition assistance program is funded, under the current programming, through 2023 (see attached). This work session is focused on options for achieving sustainable, long-term funding for the program. The goal of this session is for Town Council to provide initial direction to staff on the preferred methods for long-term funding for the child care program.

Funding Background

The child care program was originally established in 2008 with designated funding through 2013 with a mil levy that had been approved in 1998 but not previously enacted. The property tax expired in 2012 with 2013 being the last year of collection. The funds generated more than the program was utilizing at that time, therefore, a sustainability account was created for any unspent funds. In 2011, a task force was established to prepare for a 2013 vote on a new mil levy / property tax designated for child care tuition assistance funding. The measure was not successful and failed to pass by a very small margin. With subsequent annual transfers from the marijuana fund, the existing sustainability account balance and the inception of the Summit PreK program, the child care fund has been extended through 2023.

The intent of the tuition assistance program has always been based on assisting local families paying in excess of 12-15% of their income on child care. In most years, tuition assistance has been provided for at least 50% of families attending the Breckenridge child care centers and has assisted in retaining local workforce with young children. The tuition assistance program supports an average of 100 families per year that would otherwise not be able to afford child care. Currently, the program expenses exceed revenue by approximately \$500,000 per year and therefore the sustainability fund balance is being reduced each year.

The following summarizes some options that could be taken to achieve a long-term, sustainable funding stream for child care:

1. Prepare for a ballot measure for a sales tax or property tax designated for child care affordability in Breckenridge. This can be done any November or on even years for a local ballot.
2. Marijuana Excise tax increase – increase the tax placed on marijuana sales to fund child care in Breckenridge (this would require a ballot measure to be voted on by Breckenridge residents).
3. Excise tax placed on short term rental properties (this would require a ballot measure to be voted on by Breckenridge residents).
4. Nicotine tax – designate revenues to the child care fund. This may not be enough to cover the gap.

5. Child Care surcharge on business licenses based on the number of employees (this has been done in the past to create the Parking District in the core of the town), directly funding the program for those that benefit from it.
6. Consider a County-wide ballot measure for ages 0-4 tuition assistance.
7. Use the existing method and fund the program through General Fund Transfer/Marijuana Fund Transfer. Consider also earmarking the general sales tax collected from marijuana dispensary businesses for child care.
8. Consider the proposal by Governor Polis to have state-wide funding for Pre-K by expanding the Colorado Preschool Program and how this could affect the Summit Pre-K program. This is a current, state proposal that has not yet been approved, but could allow for 1A dollars to be spent on children younger than 4. This is not something that would solve the long-term funding, but, if successful, could assist more Summit County families and therefore extend the Breckenridge Child Care fund.

Link to article can be found here, <https://www.summitdaily.com/news/governor-proposes-state-pre-k-funding-expansion-which-could-help-summit-families/>

Resort community funding for child care in other areas:

1. Pitkin County - Aspen has a City of Aspen sales tax that helps to fund housing and child care in Pitkin County. There has been recent media coverage suggesting changing the sales tax to a countywide tax to fund the Kids First program. This is a dedicated sales tax of .45% to support affordable housing and childcare. This has been renewed by voters three times and is currently in place until 2038. Child care tuition assistance is approximately \$400,000 per year and covers 12 facilities including in-home, non-profit and for-profit care. The program also funds quality improvement, staff development, infant / toddler program operations, accreditation, bus passes, child care expansion costs and a dedicated substitute teacher that can be utilized by all childcare programs in Pitkin County.
2. San Miguel County – Strong Start Strong Community program. This program is funded through a .75 mill levy passed in San Miguel County in 2017. The program served 253 children in 2019. This program offers tuition assistance based on income along with capacity building grants and quality improvement grants.
3. Eagle County – 2020 budget for Eagle County shows Early Childhood Opportunities for \$1,200,000. This is funded through existing property tax. This states, “Funding for implementation of the Early Childhood Roadmap, with a focus on increasing the availability of affordable quality child care and strengthening working families.” Eagle County is currently working toward a ballot initiative to address working families including early childhood and affordable housing.

Memo Summary

The child care tuition assistance program is an integral component of the Town goal to ensure access to affordable quality child care for local working families. Staff seeks initial direction from Town Council on preferred options for creating a dedicated funding stream to provide long-term funding to sustain the program.

Staff will be available at the meeting for questions and discussion.

Childcare Fund Pro Forma with SPK Projection-May 2019

	Actual 2017	Actual 2018	Projected 2019	2020	2021	2022	2023	2024	2025
Beg Fund Bal	\$ 3,328,860	\$ 3,092,058	\$ 2,626,288	\$ 2,121,179	\$ 1,700,671	\$ 1,254,435	\$ 770,873	\$ 258,603	\$ (283,713)
Revenue									
MJ Fund Transfer	525,000	577,980	320,000	375,000	378,750	382,538	386,363	390,227	394,129
Corum Pmts.	-	-	-	-	-	-	-	-	-
Grants/Rental Income	27,500	30,000	30,000	30,000	10,000	-	-	-	-
Other	30,794	23,930	27,780	20,840	17,007	12,544	7,709	2,586	(2,837)
Misc									
Total Revenue	583,294	631,910	377,780	425,840	405,757	395,082	394,072	392,813	391,292
Available	\$ 3,912,154	\$ 3,723,968	\$ 3,004,068	\$ 2,547,019	\$ 2,106,428	\$ 1,649,517	\$ 1,164,945	\$ 651,416	\$ 107,579
Expenses									
Tuition Assistance	713,561	807,224	600,000	600,000	624,000	648,960	674,918	701,915	729,992
Operations-staff &cmte	59,603	81,669	77,011	55,043	56,574	58,152	59,776	61,449	63,173
New Facility/Manager	-	-	-	-	-	-	-	-	-
Other/Projects	46,932	208,787	205,878	191,305	171,418	171,532	171,648	171,764	171,882
Fund Bal. Transfer	-	-	-	-	-	-	-	-	-
Total Expenses	820,096	1,097,680	882,889	846,348	851,992	878,644	906,342	935,129	965,046
Total Exp	\$ 820,096	\$ 1,097,680	\$ 882,889	\$ 846,348	\$ 851,992	\$ 878,644	\$ 906,342	\$ 935,129	\$ 965,046
Inc./Dec	\$ (236,802)	\$ (465,770)	\$ (505,109)	\$ (420,508)	\$ (446,236)	\$ (483,562)	\$ (512,270)	\$ (542,316)	\$ (573,755)
Fund Balance	\$ 3,092,058	\$ 2,626,288	\$ 2,121,179	\$ 1,700,671	\$ 1,254,435	\$ 770,873	\$ 258,603	\$ (283,713)	\$ (857,468)

without the 2019 SPK savings and staff reduction
the fund previously was depleted in 2022

NOTES:

effective 2016 shifting back to ComDev staff allocation of .15SFE to 1.0 SFE ComDev
 effective 2015 added 1 FTE (contract) for program management
 effective 2017 ComDev Staff allocation of 1.05 SFE
 effective 2019 staff reduced to .55
 effective 2019-SPK impacting cost of tuition-estimate 30% reduction

