



TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, June 8, 2021, 2:30 PM
Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS NOW HOLDING HYBRID MEETINGS. THIS MEETING WILL BE HELD IN PERSON AT BRECKENRIDGE TOWN HALL. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND. MASKS ARE RECOMMENDED FOR UNVACCINATED INDIVIDUALS. IN PERSON ATTENDEES MUST NOT ACCESS THE VIRTUAL MEETING WHILE IN COUNCIL CHAMBERS. This meeting will also be broadcast live over Zoom. Log-in information is available in the calendar section of our website: www.townofbreckenridge.com. Questions and comments can be submitted prior to the meeting to Mayor@townofbreckenridge.com.

I. JOINT MEETING WITH THE BRECKENRIDGE PLANNING COMMISSION (2:30-4:00pm)

Joint Meeting Agenda

II. PLANNING COMMISSION DECISIONS (4:00-4:05pm)

Planning Commission Decisions

III. LEGISLATIVE REVIEW (4:05-4:35pm)

Father Dyer Development Agreement (Second Reading)

Emergency Ordinance to Approve a Long-Term Lease with Breckenridge Film Festival for the Eclipse Theater

Summit Youth Hockey Facility Lease Ordinance (First Reading)

IV. MANAGERS REPORT (4:35-5:20pm)

Public Projects Update

Parking and Transportation Update

Housing and Childcare Update

Committee Reports

Breckenridge Events Committee

Council Goals

V. PLANNING MATTERS (5:20-5:30pm)

Block 11 Workforce Housing Town Project

VI. OTHER (5:30-6:15pm)

Capital Improvement Projects (CIP) Discussion

Transit Grants Update



Memo

To: Town Council
From: Mark Truckey, Community Development Director
Date: June 2, 2021 for June 8 Joint Meeting with the Planning Commission
Subject: Joint Meeting Topics

In preparation for the joint meeting with the Planning Commission, staff has prepared a list of topics for discussion. Most of these topics are related to possible Development Code changes and have been discussed previously by the Planning Commission or Council. Below are a list of topics.

- Accessory dwelling units and short term rental concerns
- Wellington garage apartments
- Amenity clubs
- Outdoor bars
- Parking requirements/shared parking
- Excessive site disturbance related to driveways
- Positive points for landscaping
- Redevelopment/scrape-offs
- Mass calculations/dumpsters

The Planning Commission and staff will be available to discuss these topics, along with any other issues the Council may wish to bring up at the meeting.



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: June 2, 2021
Subject: Planning Commission Decisions of the June 1, 2021 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, June 1, 2021:

CLASS A APPLICATIONS:

1. Placer Flats Master Plan 1st Amendment, 190 Stan Miller Drive & 13445 State Hwy 9, PL-2020-0045

A proposal to modify the existing Placer Flats Master Plan to change total density exceptions, parking space allocations, compact car parking allowances, open space uses, and architectural guidelines regarding compatibility, the number of separate businesses allowed in one building, metal siding, roof materials, and roof form. *Continued to future meeting, date TBD.*

2. Breck Central Market, 190 Stan Miller Drive, PL-2020-0044

A proposal to construct a 12,587 sq. ft. commercial building including 2,543 sq. ft. of office and 9,545 sq. ft. of commercial restaurant, as well as parking, landscaping, and realignment of the recreation path. *Continued to future meeting, date TBD.*

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Beaver Run Summer 2021 Conference and Events Tents, 620 Village Rd., PL-2021-0185

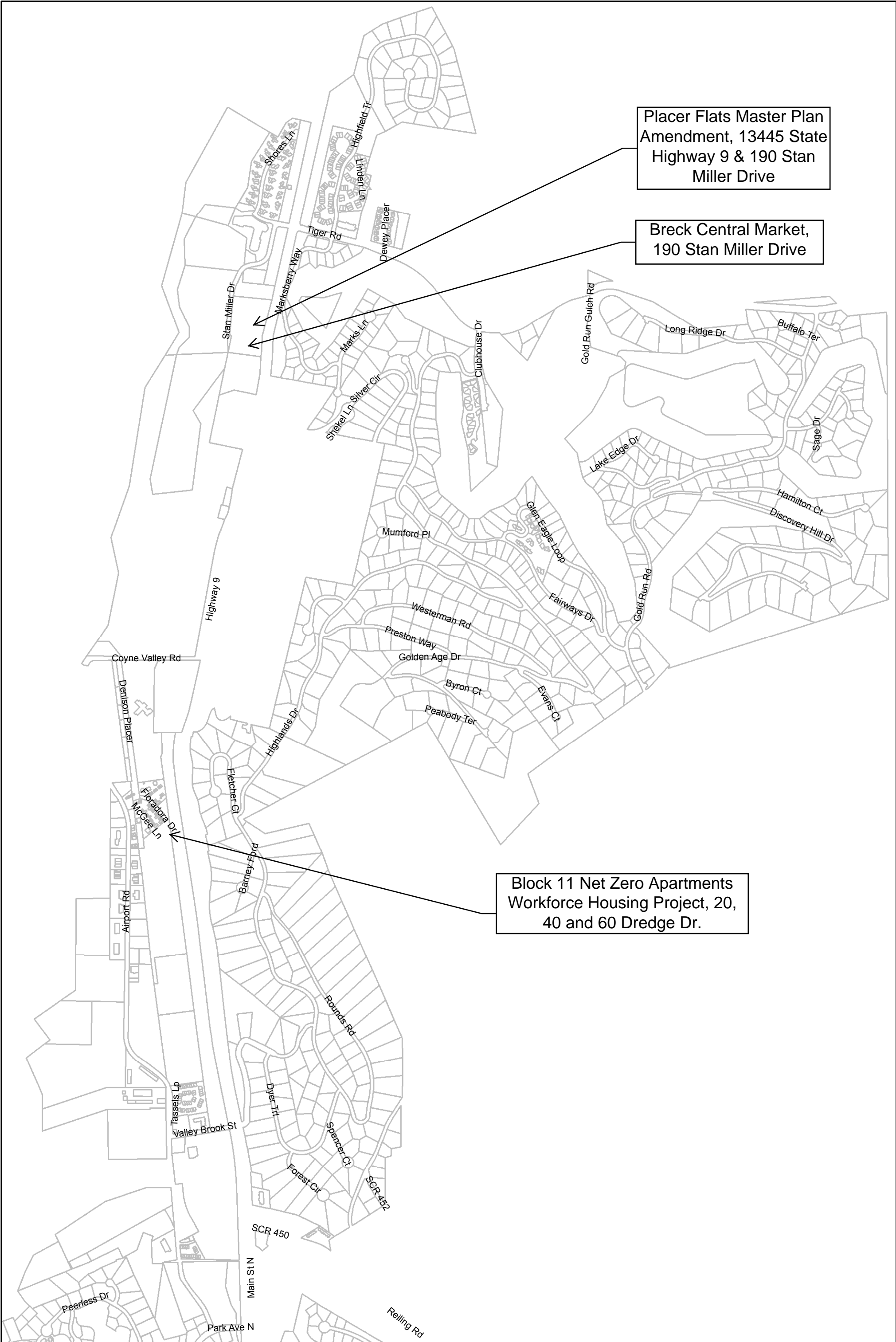
A proposal to install a main tent, a food service/kitchen tent, and entryway tent and a walkway/connector tent for use during the summer only. The tents will provide additional space for on-site conferences and functions and have been used previously in the same location. *Approved.*

TOWN PROJECT HEARINGS:

1. Block 11 Net Zero Apartments Workforce Housing Project, 20, 40 & 60 Dredge Drive, PL-2021-0139

A proposal to construct three deed restricted workforce-housing apartment buildings with 27 one-bedroom apartments totaling 20,679 sq. ft. The buildings are proposed on Lot 6B and a portion of Lot 7 Denison Placer Subdivision. A future subdivision of the site will form a property of approximately 2.14 acres. The entire project is proposed to be net zero energy with the use of roof mounted solar. The project will provide 62 parking spaces; 27 spaces within 4 proposed carports, and 35 exterior surface parking spaces. *Approval recommended.*

OTHER: None.



Placer Flats Master Plan Amendment, 13445 State Highway 9 & 190 Stan Miller Drive

Breck Central Market, 190 Stan Miller Drive

Block 11 Net Zero Apartments Workforce Housing Project, 20, 40 and 60 Dredge Dr.



Beaver Run Summer 2021
Conference and Events
Tents, 620 Village Rd.



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

Christie Mathews-Leidal
Tanya Delahoz

Ron Schuman
Steve Gerard

Jay Beckerman
Mike Giller

APPROVAL OF MINUTES

With no changes, the May 18, 2021 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the June 1, 2021 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- There was no public comment.

CONSENT CALENDAR:

1. Beaver Run Summer 2021 Conference and Events Tents (SS), 620 Village Rd., PL-2021-0185

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

FINAL HEARINGS:

1. Placer Flats Master Plan 1st Amendment (CL), 190 Stan Miller Drive & 13445 State Hwy 9, PL-2020-0045
Mr. LaChance presented a proposal to modify the existing Placer Flats Master Plan to change total density exceptions, parking space allocations, compact car parking allowances, open space uses, and architectural guidelines regarding compatibility, the number of separate businesses allowed in one building, metal siding, roof materials, and roof form. The following specific question was asked of the Commission:

1. Does the Commission agree with the Master Plan note E. modification to specifically authorize up to four (4) parking spaces to encroach 4 ft. into the open space?

Commissioner Questions / Comments:

Mr. Gerard: Can you pull up the proposed plat? I'm having trouble resolving the four spaces and the three compact spaces. (Mr. LaChance: Identified the spaces on the Master Plan.)

Mr. Schuman: Where is the fire hydrant? Are there limits, a physical barrier to limit encroachment into the area? (Mr. LaChance: There are curbs.) I have concerns how this is limited.

Mr. Gerard: I remember the conversation about utilizing compact spaces to limit encroachment into the Open Space. If we are not going to utilize the other compact spaces, why are they in the Master Plan? (Mr. LaChance: They are only utilizing a small percentage).

Mr. Schuman: I agree with Mr. Gerard.

Ms. Delahoz: No questions.

Mr. Giller: No questions.

Ms. Leidal: I have questions about the Master Plan notes. I thought we were going to modify the Master Plan to eliminate the language that prohibits more than four businesses in one building. (Mr. LaChance: That was proposed at the previous hearing. It was likely inadvertently not included when the applicant revised the formatting of the text, so we will make sure they include that for the next Hearing.) The second note of the density line was cut off on MP2. (Mr. LaChance: We will make sure the text is consistent between pages.) We should eliminate business references because they change over time, we should only reference Lots. (Mr. LaChance: The applicant has made several revisions to remove references to businesses and to reference only lots since the last Hearing, but we can make sure all

references to businesses are removed from the Master Plan if the Commission wishes.) We are varying from our Code in relation to parking and open space to facilitate this development. Why are they not getting negative points? (Mr. LaChance: Policy 18/A that references the Off-Street Parking Regulations is an Absolute policy and per the Master Plan Policy we can grant exemptions if the overall character is maintained.) Typically we assign negative points when standards vary. (Mr. Truckey: The Commission could assign negative points under 18/R Parking, but staff did not see anything there that would warrant negative points.) Under other Absolute policies, could an applicant vary without any consequences? If it's an Absolute Policy it will need a Development Agreement to deviate from an Absolute Policy.) (Mr. Truckey: One of the purposes of a Master Plan is to allow appropriate deviations and allow some flexibility.) Thinking out loud, they couldn't meet the Variance criteria at a site specific review. I agree the Master Plans allows for some flexibility but you should get negative points or enter into a Development Agreement.

Mr. Beckerman: The concern is for potential bad precedent. (Mr. LaChance: This Master Plan only applies to this Master Plan area.) But it would be able to be used at future Master Plans reviews as an example of how.

Mr. Schuman: This is very site specific proposal. (Mr. Truckey: Theoretically there will be some precedence but it would be need to be a very similar situation. The master plan does allow some flexibility to address site-specific issues.) (Mr. LaChance: We could add a finding that specifies this is a site specific approval and cannot be used in the future as precedence. Master Plans are site specific.)

Mr. Gerard: Allowing a compact parking space for them to meet their requirements is dangerous precedent.

Lindsay Newman:

Compact spaces allow us to not encroach into the open space and provide buffer from the Rec Path.

Mark Provino:

I wanted to briefly respond to the revisions to the Master Plan. (Ms. Leidal: I was speaking to another Master Plan amendment.)

Mr. Beckerman opened the hearing for public comment. There were none and the public hearing was closed.

Commissioner Questions / Comments:

Mr. Gerard: I know I stated at the last meeting that allowing for compact spaces may be a solution. However, I think we are making a mistake allowing compact spaces because there are still encroachments into the open space.

Mr. Schuman: I understand Mr. Gerard's comments but I believe there should be a way to move around some pieces and parts. I am not in favor of adding a finding, which may open Pandora's box. I will have to think how I will vote for this.

Ms. Delahoz: I appreciate Chapin's argument for flexibility, and the reasons to maintain a buffer for the Rec Path, and I am voting yes based on the small amount of encroachment.

Mr. Giller: I am concerned with precedent and don't believe this is right avenue to solve the problem with their site constraints.

Ms. Leidal: I am concerned with precedent and suggest staff consult with the Town Attorney.

Mr. Beckerman: I agree with Ron that it is site specific but it does meet all Absolute Policies.

Mr. Schuman made a motion to continue the Placer Flats Master Plan 1st Amendment, seconded by Mr. Gerard. The motion passed 6 to 0.

2. Breck Central Market (CL), 190 Stan Miller Drive, PL-2020-0044

Mr. LaChance presented a proposal to construct a 12,587 sq. ft. commercial building including 2,543 sq. ft. of office and 9,545 sq. ft. of commercial restaurant, as well as parking, landscaping, and realignment of the recreation path.

Commissioner Questions / Comments:

- Mr. Gerard: Did Tim Berry prepare the agreement? (Mr. LaChance: Yes.)
- Mr. Schuman: Can the agreement be executed despite the Master Plan being delayed? (Mr. LaChance: I believe so. It's time sensitive but not contingent on the Master Plan amendment.)
- Mr. Gerard: No questions.
- Ms. Delahoz: No questions.
- Mr. Giller: What is the exact timing of radius installation on the Rec Path. (Mr. LaChance: I don't know.)
- Ms. Leidal: Regarding required permanent easements, I assume the Town will also require easements as part of their access? Is a maintenance easement part of that? (Ms. Puester: That is a standard for our easements.) Is there enough snow stacking along Stan Miller Drive for the parking proposed on Lot 2? Please look into that for next Hearing. Height proposed on site plan exceeds half a story over recommended. (Mr. Kulick: No, it does not.) Was there a traffic analysis and CDOT permit? (Mr. LaChance: Engineering did not require one.) Was the metal on the dumpster included in the 25% non-natural calculations? (Mr. LaChance: All metal on elevations is specified to be less than 25%. You could ask the applicant to confirm that includes the dumpster, but I would assume it is included.) (Mr. Provino: The rec path radius will be done with the Alta Verde improvements. The metal is included for all elevations. Snow stacking was not included.)

Mr. Beckerman: No questions.

Mr. Beckerman opened the hearing for public comment. There were none and the public hearing was closed.

Commissioner Questions / Comments:

- Mr. Schuman: I will make a motion for continuance but do you have a solution for parking? (Mr. Provino: If there is any opportunity to not include some of the back-of house space to be treated at 1 space to 125 sq. ft., that could solve the issue.)
- Mr. Giller: No comments.
- Ms. Leidal: Look at Broken Compasses parking study that was done as an example.
- Mr. Gerard: We are 99% of the way there but want to make sure we don't create any bad precedent.
- Mr. Schuman: I agree with Mr. Gerard. The current proposal does not meet all Absolute Policies.
- Ms. Delahoz: I like applicant's idea of reworking some of that space. It would have been awesome to do it 2 meetings ago. Great addition and I am ready to pass it.
- Mr. Giller: I agree with Mr. Gerard and Mr. Schuman. There is a lot of program on site. I want to see the snow stacking and parking calculations clarified and corrected.
- Ms. Leidal: A lot of program. We need to follow code and correct process. We do not want to be setting precedent which will come back to haunt us. I suggest adding a Condition of Approval to require Master Plan to be recorded prior to issuance of a Building Permit. Lot 1 should come into compliance with snow storage, landscaping, and lighting requirements. I don't know if a non-conforming parking lot is required to come into conforming but please look into that.
- Mr. Beckerman: I would caution trying to make the numbers work by adjusting the back of house calculations since all restaurants have a back of house. I don't want the applicant to use the same plan and just change up the required parking calculations. I look forward to seeing it come back.

Mr. Schuman made a motion to continue the Breck Central Market (CL), seconded by Mr. Gerard. The motion passed 6 to 0.

TOWN PROJECTS:

1. Block 11 Net Zero Apartments Workforce Housing Project (LS), PL-2021-0139

Mr. Sponable presented a proposal to construct three deed restricted workforce housing apartment buildings with 27 one-bedroom apartments totaling 20,679 sq. ft. The buildings are proposed on Lot 6B and a portion of Lot 7 Denison Placer Subdivision. A future subdivision of the site will form a property of approximately 2.14 acres. The entire project is proposed to be net zero energy with the use of roof mounted solar. The project will provide 62 parking spaces, 27 spaces within 4 proposed carports, and 35 exterior surface parking spaces. The following specific questions were asked of the Commission:

1. Does the Commission agree with the final point analysis?
2. Does the Commission have any other comments for the benefit of the Town Council in regard to the project?

Commissioner Questions / Comments:

Mr. Gerard: No questions.

Mr. Schuman: Will there be a usage meter on each building? Every building needs to be measured to usage in real world situation and reported back. (Mr. Sponable: Will let the applicant speak to that.)

Ms. Delahoz: Is there enough bike storage? I see a lot bikes all over at other housing developments. (Mr. Sponable: We believe the additional storage in the car ports will help along with the exterior racks. There is room for additional bike racks if the need is greater than anticipated.)

Mr. Giller: They do measure what is fed back into the grid.

Ms. Leidal: Are we bound to the Joint Upper Blue Master Plan if there is density assigned to the site? (Ms. Puester: There is no density on Block 11. The report has the allowed density per the Land Use Guidelines. We will need to transfer density to the site.) Are we not including the square footage of the dumpster since it has slats and an open design? (Mr. Sponable: Correct. We treated this as an open enclosure, similar to how we have treated other dumpster enclosures recently.)

Mr. Beckerman: Is there any feedback we have received on COTO Flats, lessons learned? (Mr. Sponable: We learned it was under-parked despite meeting Code. That is why we are proposing more parking here.)

Pete Weber, Applicant (via Zoom):

Identified changes since the work session:

- Added EV chargers
- Increased buffer around the perimeter.
- Increased storage in the car ports
- Tweaked colors

Mr. Weber also identified areas of bike storage. Regarding the question about metering. When we are producing energy we run the meter backwards, when we are producing it goes forward. We will know at the end of the year how we performed.

Commissioner Questions / Comments:

Mr. Gerard: No questions.

Mr. Schuman: It seems a little uncertain that the energy will be at zero at the end of the year. (Mr. Weber: We used the existing COTO buildings as a starting point but we have improved the envelope and systems in this design. The existing building is using more than expected but that is due to heat tape which by redesigning the roof we hope to cut down significantly. Units do not have individual meters but we anticipate to have those here.) That helps but does each unit have a 100 amp panel? (Mr. Weber: No. It will likely be a single meter with separate

- subpanels.)
- Ms. Delahoz: No questions.
- Mr. Giller: Xcel does not allow you to put on a bunch of additional panels beyond what is anticipated. They are able to anticipate the demand well.
- Ms. Leidal: No questions.
- Mr. Beckerman: Are the EV spots within the carports? (Mr. Weber: Yes) Will the solar power the EV vehicles? (Mr. Weber: It will depend how many EVs are charging at the same time but yes, solar energy will be used for charging.) Do solar panels have any benefit in the winter? (Mr. Weber: On the flat roofed carports, the panels will have only minimal production but on the pitched roofs there are benefits.) Was there any thought of providing a mudroom at the entrance? (Mr. Weber: The hallways serve as the mudroom area to keep each apartment within a small footprint but they do have a small entrance and closet.)

Mr. Beckerman opened the hearing for public comment.

Public Comment:

Leah Dreux, 459 Flora Dora Dr.: Are we going to slow down the road? I am concerned about traffic in the neighborhood with people going fast by my house and in front of the park. (Mr. Sponable: A raised cross walk was a first step in terms of pedestrian safety and vehicle speed control. Turning off of Flora Dora and turning will make people go slower.) I assume Flora Dora will be connected to the satellite parking lot, is that true? (Mr. Sponable: Flora Dora will go further south). There was a dog hit by a car last week in our neighborhood so we are all a little concerned about speed and especially if it is connected to the satellite parking one day; and one bedroom units generally are not occupied by families and people aren't as concerned for driving slow where there are children. Would like to see more done to slow traffic.

Public comment was closed.

Commissioner Questions / Comments:

- Mr. Gerard: Great project and am optimistic about hitting net zero. I appreciate the design team listening to our feedback. 1. I agree with the point analysis.
- Mr. Schuman: 1. I agree with the point analysis and would like see future data related to net zero. I support more traffic calming in any workforce housing neighborhood.
- Ms. Delahoz: 1. I agree with the point analysis. 2. Great project, appreciate changes.
- Mr. Giller: 1. Outstanding project, support Ron's comments on reporting net zero performance.
- Ms. Leidal: Great project and design. Appreciate the additional parking and EV charging stations.
- Mr. Beckerman: This could be used as a template for net zero and replicated over and over again as there will be a continued need for workforce housing. 1. Agree with the Point Analysis. We should take Leah's comments to heart and make sure the residents are safe.

Mr. Gerard made a motion to recommend approval of the Block 11 Net Zero Apartments Workforce Housing Project, PL-2021-0139, seconded by Ms. Delahoz. The motion passed 6 to 0.

OTHER MATTERS:

1. Town Council Summary

Mr. Truckey presented a wrap up of the previous Council meeting including the Father Dyer Development Agreement and the proposed Amenity Club Code revisions.

ADJOURNMENT:

The meeting was adjourned at 8:01 pm.

Jay Beckerman, Chair



Memo

To: Town Council
From: Chris Kulick, AICP, Senior Planner
Date: June 2, 2021, for meeting of June 8, 2021
Subject: Second Reading: Father Dyer United Methodist Church Development Agreement

This item came before the Council as a First Reading on May 25, 2021. Feedback from the first reading has been incorporated into the attached Development Agreement. Since the First Reading, Section 2 of the Development Agreement has been amended to state *“Subsequent to this Agreement, the Property may not be converted to a use that is not a community facility or institutional use unless 2.5 single family equivalents of density and mass are transferred to the Property, such amount of density and mass being the amount of density and mass that would have been required to construct the Project if the Property was not a community facility or institutional use”*.

Beyond this change, no other substantive changes are proposed with this First Reading.

Staff has prepared an attached matrix that compares this proposal to the proposal presented at the January 26th worksession, May 25th First Reading and the previously approved St. John the Baptist Church Development Agreement.

This is a Second Reading, staff will be available to answer any questions.

1 **FOR WORKSESSION/SECOND READING – JUNE 8**

2
3 No Change To Ordinance From First Reading;
4 Additions To The Development Agreement From First Reading Are
5 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~
6

7 COUNCIL BILL NO. 13

8
9 Series 2021

10
11 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
12 FATHER DYER UNITED METHODIST CHURCH, A COLORADO NONPROFIT
13 CORPORATION
14 (310 Wellington Road)
15

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

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

21
22 A. The Father Dyer United Methodist Church, a Colorado nonprofit corporation
23 (“**Church**”), owns the following described real property in the Town of Breckenridge, Summit
24 County, Colorado:

25
26 Lots 1, Block 1, Weisshorn Subdivision No. 1, also known as 310 Wellington Road,
27 Breckenridge, Colorado 80424
28 (“**Property**”).
29

30 B. The Church proposes an addition of approximately 2,497 square feet to the non-
31 historic portion of the existing building on the Property for the purposes of expanding social
32 services to meet the growing needs of the community and to bring the Property into better
33 compliance with the policies set forth in the Town’s Handbook of Design Standards for the
34 Historic and Conservation Districts. Such work is referred to in this ordinance as the “**Project.**”
35

36 C. A development agreement is necessary in order to authorize the Project.
37

38 D. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
39 the authority to enter into a development agreement.
40

41 E. A proposed development agreement between the Town and the Church has been
42 prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by
43 reference (“**Development Agreement**”).
44

1 F. The Town Council has received a completed application and all required submittals
2 for a development agreement; had a preliminary discussion of such application and submittals;
3 and determined that it should commence proceedings for the approval of the Development
4 Agreement.

5
6 G. The Town Council has reviewed the proposed Development Agreement.
7

8 H. The commitments proposed by the Church in connection with the Development
9 Agreement are found and determined by the Town Council to be adequate.
10

11 I. The approval of the proposed Development Agreement is warranted in light of all
12 relevant circumstances.
13

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

19 Section 2. Approval of Development Agreement. The Development Agreement between
20 the Town and Father Dyer United Methodist Church, a Colorado nonprofit corporation (**Exhibit**
21 **“A”** hereto), is approved, and the Town Manager is authorized, empowered, and directed to
22 execute such agreement for and on behalf of the Town of Breckenridge.
23

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

31 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
32 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
33 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
34 the inhabitants thereof.
35

36 Section 5. Authority. The Town Council finds, determines, and declares that it has the
37 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
38 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
39 Charter.
40

41 Section 6. Effective Date. This ordinance shall be published and become effective as
42 provided by Section 5.9 of the Breckenridge Town Charter.
43

44 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
45 PUBLISHED IN FULL this ____ day of _____, 2021. A Public Hearing shall be held at the
46 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2021, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

3
4 TOWN OF BRECKENRIDGE

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7 By: _____
8 Eric S. Mamula, Mayor

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10 ATTEST:

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14 _____
15 Helen Cospolich, CMC,
16 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

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is made as of the ____ day of _____, 2021 (“**Effective Date**”) between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”) and FATHER DYER UNITED METHODIST CHURCH, a Colorado nonprofit corporation (the “**Church**”). The Town and the Church are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually by name or as a “**Party**.”

Recitals

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

Lots 1, Block 1, Weisshorn Subdivision No. 1, also known as 310 Wellington Road, Breckenridge, Colorado 80424

(“**Property**”).

B. The Church proposes an addition of approximately 2,497 square feet to the non-historic portion of the existing building on the Property for the purposes of expanding social services to meet the growing needs of the community and to bring the Property into better compliance with the policies set forth in the Town’s Handbook of Design Standards for the Historic and Conservation Districts. Such work is referred to in this Agreement as the “**Project**.”

C. A development agreement is necessary in order to authorize the Project.

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

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

F. The Town Council has received a completed application and all required submittals for a development agreement; had a preliminary discussion of such application and submittals; determined that it should commence proceedings for the approval of this Agreement; and, in

1 accordance with the procedures set forth in Section 9-9-10(C) of the Breckenridge Town Code,
2 has approved this Agreement by non-emergency ordinance.

3
4 Agreement

5
6 1. Subject to the provisions of this Agreement, the Town’s Planning Commission¹ is
7 hereby authorized to review and approve the Church’s Development Permit Application for the
8 Project (“**Development Permit Application**”), subject to compliance with all other applicable
9 development policies of the Town.

10
11 2. In accordance with Subsection (F) of Section 9-1-19-3A, “Policy 3 (Absolute)
12 Density/Intensity” of the Breckenridge Town Code no density shall be required to be transferred
13 to the Property in connection with the Project because a density transfer is not required for
14 density associated with a community facility or institutional use such as the Church. Further, it is
15 agreed that no mass shall be required to be transferred to the Property in connection with the
16 Project for the same reason. For avoidance of doubt, no negative points shall be assessed against
17 the Development Permit Application under either Section 9-1-19-3R, “Policy 3 (Relative)
18 Density/Intensity” or Section 9-1-19-4R, “Policy 4 (Relative) Mass,” of the Breckenridge Town
19 Code. **Subsequent to this Agreement, the Property may not be converted to a use that is not**
20 **a community facility or institutional use unless 2.5 single family equivalents of density and**
21 **mass are transferred to the Property, such amount of density and mass being the amount**
22 **of density and mass that would have been required to construct the Project if the Property**
23 **was not a community facility or institutional use.**

24
25 3. So long as the Development Permit Application is not materially amended prior to the
26 Planning Commission’s final decision, the following provisions of the Town’s land use
27 regulations shall not be applied to the Development Permit Application:

28
29 Development Code²

- 30
31 A. Section 9-1-19-24A, “Policy 24 (Absolute) The Social Community”
32 B. Section 9-1-19-24R, “Policy 24 (Relative) The Social Community”

33
34 Handbook of Design Standards³

- 35
36 A. Priority Policy 37.5
37 B. Priority Policy 80
38 C. Priority Policy 88

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 Development Permit 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 Development Permit Application.

² Chapter 1 of Title 9 of the Breckenridge Town Code

³ Chapter 5 of Title 9 of the Breckenridge Town Code

1 D. Priority Policy 144

2
3 Off-Street Parking Ordinance⁴

4
5 A. Section 9-3-9(D)(3) (Frequency of Driveways)

6 B. Section 9-3-9(D)(6) (Backing Onto Public Street)

7
8 4. Except as specifically provided in Section 3 all other requirements of the Town’s Off
9 Street Parking Ordinance, Handbook of Design Standards, and the Development Code shall be
10 applied to the Development Permit Application in accordance with the Planning Commission’s
11 normal process for evaluating an application for a development permit.

12
13 5. As the commitments encouraged to be made in connection with a Development
14 Permit Application for a development agreement pursuant to Section 9-9-4 of the Breckenridge
15 Town Code, the Church shall do the following: (i) agree to have the Town designate the Church
16 as a historic landmark under the Town’s Historic Preservation Ordinance⁵; (ii) dedicate to the
17 Town, in a form and substance acceptable to the Town Attorney, a new drainage easement six
18 (6) feet in width running along the westerly property line of the Property; (iii) execute a
19 restrictive covenant, in a form acceptable to the Town Attorney, committing that for so long as
20 the Church owns the Property the Church will make available for social service use
21 approximately 2,500 feet of space in the Church; and (iv) grant to the Town a right of first offer
22 to purchase the Property in the event the use of the Property as a church is ever discontinued.
23 The Right of First Offer shall be set forth in a separate agreement that is in a form acceptable to
24 the Town Attorney and the Church, and shall be recorded prior to the issuance of a building
25 permit for the improvements to be constructed to the Property

26
27 6. The term of this Agreement shall commence on the Effective Date and shall end,
28 subject to earlier termination in the event of a breach of this Agreement, five (5) years from the
29 Effective Date unless prior to such date the Development Permit Application has finally been
30 approved by the Town, and the development permit for the work on the Property has been
31 executed and signed by the Church.

32
33 7. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided
34 for herein, the execution of this Agreement shall not preclude the current or future Development
35 Permit Application of municipal, state, or federal ordinances, laws, rules, or regulations to the
36 Property (collectively, “**laws**”), including, but not limited to, building, fire, plumbing,
37 engineering, electrical, and mechanical codes, and the Town’s Development Code, Subdivision
38 Standards⁶, and other land use laws, as the same may be in effect from time to time throughout

⁴ Chapter 3 of Title 9 of the Breckenridge Town Code

⁵ Chapter 11 of Title 9 of the Breckenridge Town Code

⁶ Chapter 2 of Title 9 of the Breckenridge Town Code

1 the term of this Agreement. Except to the extent the Town otherwise specifically agrees, any
2 development of the Property shall be done in compliance with the then-current laws of the Town.
3

4 8. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of
5 the Town to adopt or amend any Town law, including, but not limited to the Town's: (i)
6 Development Code, (ii) Comprehensive Plan, (iii) Land Use Guidelines, and (iv) Subdivision
7 Standards.
8

9 9. This Agreement shall run with the title to the Property and be binding upon the
10 Church and its successors and assigns.
11

12 10. Prior to any action against The Town for breach of this Agreement, the Church shall
13 give the Town a sixty (60) day written notice of any claim of a breach or default by the Town,
14 and the Town shall have the opportunity to cure such alleged default within such time period.
15

16 11. The Town shall not be responsible for, and the Church shall have any remedy against
17 the Town, if the Project is prevented or delayed for reasons beyond the control of the Town.
18

19 12. The Church not shall commence work on its Project until it obtains such other and
20 further Town permits and approvals as may be required from time to time by applicable Town
21 ordinances.
22

23 13. No official or employee of the Town shall be personally responsible for any actual or
24 alleged breach of this Agreement by the Town.
25

26 14. The Church agrees to indemnify and hold the Town, its officers, employees, insurers,
27 and self-insurance pool, harmless from and against all liability, claims, and demands, on account
28 of injury, loss, or damage, including without limitation claims arising from bodily injury,
29 personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind
30 whatsoever, which arise out of or are in any manner connected with this Agreement, if such
31 injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in
32 part by, the negligence or intentional act or omission of the Church; any subcontractor of the
33 Church, or any officer, employee, representative, or agent of the Church or of any subcontractor
34 of the Church, or which arise out of any worker's compensation claim of any employee of the
35 Church, or of any employee of any subcontractor of the Church; except to the extent such
36 liability, claim or demand arises through the negligence or intentional act or omission of the
37 Town, its officers, employees, or agents. The Church agrees to investigate, handle, respond to,
38 and provide defense for and defend against, any such liability, claims, or demands at the sole
39 expense of the Church. The Church also agrees to bear all other costs and expenses related
40 thereto, including court costs and attorney's fees.
41

1 15. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall
2 not affect or impair the validity, legality or enforceability of the remaining provisions of the
3 Agreement.
4

5 16. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
6 Colorado Revised Statutes, as amended.
7

8 17. No waiver of any provision of this Agreement shall be deemed or constitute a waiver
9 of any other provision, nor shall it be deemed to constitute a continuing waiver, unless expressly
10 provided for by a written amendment to this Agreement signed by the Parties; nor shall the
11 waiver of any default under this Agreement be deemed a waiver of any subsequent default or
12 defaults of the same type.
13

14 18. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit
15 County, Colorado.
16

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

20 20. Personal jurisdiction and venue for any civil action commenced by any Party to this
21 Agreement shall be deemed to be proper only if such action is commenced in District Court of
22 Summit County, Colorado. The Church expressly waives any right to bring such action in or to
23 remove such action to any other court, whether state or federal. **BOTH PARTIES WAIVE ANY
24 RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION TO ENFORCE, INTERPRET OR
25 CONSTRUE THIS AGREEMENT.**
26

27 21. Any notice required or permitted hereunder shall be in writing and shall be sufficient
28 if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:
29

30 If to the Town: Rick G. Holman, Town Manager
31 Town of Breckenridge
32 P.O. Box 168
33 Breckenridge, CO 80424
34

35 With a copy (which
36 shall not constitute
37 notice to the Town) to: Timothy H. Berry, Esq.
38 Town Attorney
39 P.O. Box 2
40 Leadville, CO 80461
41

42 If to the Church: Father Dyer United Methodist Church
43 Board of Trustees
44 P.O. Box 383

Breckenridge, CO 80424

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

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

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

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC, Town Clerk

1 STATE OF COLORADO)
2) ss.
3 COUNTY OF SUMMIT)
4

5 The foregoing was acknowledged before me this ____ day of _____,
6 2021 by Rick G. Holman, as the Town Manager, and Helen Cospolich, CMC, as the Town Clerk,
7 of the Town of Breckenridge, a Colorado municipal corporation.
8

9 Witness my hand and official seal.

10
11 My commission expires: _____
12
13

14 _____
15 Notary Public
16

17 FATHER DYER UNITED METHODIST
18 CHURCH, a Colorado nonprofit corporation
19

20
21 By: _____
22

23 Name: _____
24

25 Title: _____
26

27 STATE OF COLORADO)
28) ss.
29 COUNTY OF SUMMIT)
30

31 The foregoing was acknowledged before me this ____ day of _____,
32 2021, by _____, as _____ of
33 Father Dyer United Methodist Church, a Colorado nonprofit corporation.
34

35 Witness my hand and official seal.

36
37 My commission expires: _____
38
39

40 _____
41 Notary Public
42
43

44 1800-528\Development Agreement_2 (06-01-21)

		Father Dyer and St. John's Development Agreement Comparison			
Topic	Father Dyer 1-26-2021	Father Dyer 5-25-2021 (First Reading)	Father Dyer 6-8-2021 (Second Reading)	St. John's	
Density	<ul style="list-style-type: none"> • Policies 3/A & 3/R, Density: are requested to be waived. (Total Proposed Density: 10,258 sq. ft., 8.66 UPA) • Most additional space will be above ground. • 2,497 sq. ft. of additional density is requested (32% increase). 	<ul style="list-style-type: none"> • Policies 3/A & 3/R, Do not need to be waived. Institutional uses, such as a church, are exempt from density transfers. • Most additional space will be above ground. • 2,497 sq. ft. of additional density is needed (32% increase). 	<ul style="list-style-type: none"> • Unchanged from First Reading 	<ul style="list-style-type: none"> • Policies 3/A & 3/R, Density: were waived. (Total Density: 5,071 sq. ft., 22.64 UPA) • All additional density is located below ground. • Subsequent to approval, staff determined that institutional uses are exempt from the requirement to transfer density. 	
Transfer of Development Rights (TDR)	<ul style="list-style-type: none"> • 2.496 SFEs needed. • Cost if purchased through TDR Bank - \$247,216 	<ul style="list-style-type: none"> • Density is not required to be transferred for Institutional uses per Policy 3/A. • No additional density is requested to be provided by the Town. 	<ul style="list-style-type: none"> • Unchanged from First Reading 	<ul style="list-style-type: none"> • Subsequent to approval, staff determined that institutional uses are exempt from the requirement to transfer density. 	
Mass	<ul style="list-style-type: none"> • Policies 4/A & 4/R, Mass: are requested to be waived. • 2,496 sq. ft. of additional mass is requested. 	<ul style="list-style-type: none"> • No additional Mass is required or requested by the applicants. 	<ul style="list-style-type: none"> • Unchanged from First Reading 	<ul style="list-style-type: none"> • Policies 4/A & 4/R, Mass: were waived. • No additional mass was proposed, existing mass was over by approximately 20%. 	
Handbook of Design Standards	<ul style="list-style-type: none"> • Design Standards 37.5, 80, 88 and 144 are requested to be waived. 	<ul style="list-style-type: none"> • Unchanged - Design Standards 37.5, 80, 88 and 144 are requested to be waived. 	<ul style="list-style-type: none"> • Unchanged from First Reading 	<ul style="list-style-type: none"> • No waivers were requested from Handbook of Design Standards requirements. 	
Parking	<ul style="list-style-type: none"> • Required onsite parking will be met. • Waivers are requested to maintain an existing 	<ul style="list-style-type: none"> • Unchanged - Required onsite parking will be met. • Unchanged - Waivers are requested to maintain an 	<ul style="list-style-type: none"> • Unchanged from First Reading 	<ul style="list-style-type: none"> • Policies 18/A & 18/R, Parking: were waived. • The Church does not have any onsite parking. 	

	second curb cut on Wellington Road and for vehicles to back out from parking spaces onto Briar Rose Lane.	existing second curb cut on Wellington Road and for vehicles to back out from parking spaces onto Briar Rose Lane.		
Town Fee Waivers	<p>Town fee Waivers are requested for the following items:*</p> <ul style="list-style-type: none"> • Water PIFs - \$9,213.06 • Housing 5/A Fees - Institutional uses are exempt. • Employee Housing Impact Mitigation (Policy 24/R) – Institutional uses are exempt. • Building, Electrical, Mechanical and Plumbing Permits – \$10,500+ • Development Agreement Application - \$6,416.28 (2020 fee previously paid with submittal) • Total estimate of fee waivers requested - \$26,129.34 	<p>• No fee waivers are requested.</p> <ul style="list-style-type: none"> • Employee Housing Impact Mitigation (Policy 24/R) – Institutional uses are exempt. • Housing 5/A Fees - Institutional uses are exempt. 	<ul style="list-style-type: none"> • Unchanged from First Reading 	<ul style="list-style-type: none"> • No fee waivers were requested or granted.
Dumpster Enclosure				<ul style="list-style-type: none"> • The Town will work with Church with respect to the Church's use of the Town's trash dumpster enclosure at the Community Center.

Public Benefits				
Historic Preservation	<ul style="list-style-type: none"> Father Dyer may be Landmarked, we are trying to confirm its status. 	<ul style="list-style-type: none"> Not currently Landmarked. Agreed to have the Church designated as a historic landmark. 	<ul style="list-style-type: none"> Unchanged from First Reading 	<ul style="list-style-type: none"> Agreed to have the Church designated as a historic landmark.
Social Services	<ul style="list-style-type: none"> Restrictive covenant for approximately 2,500 square feet for social services in perpetuity. 	<ul style="list-style-type: none"> Restrictive covenant for approximately 2,500 square feet for social services for as long as the church owns the property. 	<ul style="list-style-type: none"> Amended Development Agreement to state, “<i>Subsequent to this Agreement, the Property may not be converted to a use that is not a community facility or institutional use unless 2.5 single family equivalents of density and mass are transferred to the Property, such amount of density and mass being the amount of density and mass that would have been required to construct the Project if the Property was not a community facility or institutional use</i>”. 	<ul style="list-style-type: none"> Restrictive covenant for approximately 2,354 square feet for social services in perpetuity.
Easements	<ul style="list-style-type: none"> Six foot wide drainage easement on south side of property (Klack drainage). 	<ul style="list-style-type: none"> Unchanged - Six foot wide drainage easement on south side of property (Klack drainage). 	<ul style="list-style-type: none"> Unchanged from First Reading 	<ul style="list-style-type: none"> Four foot wide public pedestrian easement on south side of property between French St. and the Community Center.
First Right of Offer	<ul style="list-style-type: none"> Right of first refusal offer to purchase the Property in the event the use of the Property 	<ul style="list-style-type: none"> Unchanged - Right of first refusal offer to purchase the Property in the event the use of the Property as 	<ul style="list-style-type: none"> Unchanged from First Reading 	<ul style="list-style-type: none"> Right of first refusal offer to purchase the Property in the event the use of the Property as a church is ever discontinued.

	as a church is ever discontinued.	a church is ever discontinued.		
--	-----------------------------------	--------------------------------	--	--



Memo

To: Town Council
From: Rick G. Holman, Town Manager
Date: 6/2/2021
Subject: Ordinance to Approve Long-Term Lease of Theater

Attached to this memorandum is an emergency ordinance that would allow the Town Manager to enter into a long-term lease of the movie theater located at 103 S. Harris Street. The tenant in this lease would be Breckenridge Film, d/b/a The Eclipse Theater. It is the desire of Breckenridge Film to change the name to The Eclipse Theater as the name The Speakeasy Theater was owned by the previous tenant. Staff is requesting an Emergency Ordinance so the Town Manager can immediately sign the lease and allow Breckenridge Film to start the licensing process needed to operate the business. The following are highlights of the lease:

- The initial term of the lease is from July 2021 to December 31, 2022. Unless the lease is terminated by either the Town or the tenant, the lease will renew for subsequent one-year terms, ultimately terminating December 31, 2031.
- Breckenridge Creative Arts (BCA) will manage the lease with the tenant for the Town.
- The tenant will have sole position of the Theater 52 weeks of the year but will work with BCA to accommodate other events or nonprofits who may use the Theater if it doesn't interfere with the day to day primary operation.
- Tenant agrees to provide a minimum of 48 weeks of commercial programming in the space. During the slower seasons of the year, programming may be limited to weekends only.
- Tenant's rent will be based on reimbursement costs of utility/maintenance costs, janitorial expenses, and the maintenance costs on the projector. For the initial term that monthly cost is \$2215.00. Tenant will be given the first 30 days rent-free to clean and prepare the building for theater use again.
- In addition to the monthly rent, Tenant agrees to contribute to a Capital Improvement Fund for the Theater. The contributions to this fund will be equal to 25% of Tenant's net operational revenues. Monies from the fund can be used to make improvements to the Theater as agreed upon by both parties.

I will be available at the June 8th work session to address any questions you may have.

1 **FOR WORKSESSION/ADOPTION AS AN EMERGENCY**
2 **ORDINANCE– JUNE 8**

3
4 COUNCIL BILL NO. ____

5
6 Series 2021

7
8 AN ORDINANCE APPROVING A LONG-TERM LEASE WITH BRECKENRIDGE FILM, A
9 COLORADO NON-PROFIT CORPORATION D/B/A THE ECLIPSE THEATER;
10 DECLARING AN EMERGENCY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE
11 DATE OF THIS ORDINANCE
12 (Part of 103 South Harris Street)

13
14 WHEREAS, the Town owns the “Breckenridge Grand Vacations Community Center,”
15 located at 103 South Harris Street, Breckenridge, Colorado; and

16
17 WHEREAS, the Town desires to lease Rooms 013, 019, 019A, 019B, and 020-029 in the
18 Breckenridge Grand Vacations Community Center, to Breckenridge Film., a Colorado nonprofit
19 corporation d/b/a The Eclipse Theater; and

20
21 WHEREAS, a proposed Lease for the property has been prepared and reviewed by the
22 Town Council; and

23
24 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

25
26 The council may lease, for such time as council shall determine, any real or
27 personal property to or from any person, firm, corporation, public and private,
28 governmental or otherwise.

29
30 and;

31
32 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
33 lease entered into by the Town which exceeds one year in length must be approved by ordinance.

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

37
38 Section 1. The Lease between the Town and Breckenridge Film., a Colorado non-profit
39 corporation d/b/a The Eclipse Theater, for Rooms 013, 019, 019A, 019B, and 020-029 in the
40 Breckenridge Grand Vacations Community Center, 103 South Harris Street, Breckenridge,
41 Colorado (Exhibit “A” hereto) is approved; and the Town Manager is authorized, empowered,
42 and directed to execute such Lease for and on behalf of the Town of Breckenridge.

43
44 Section 2. The Town Council hereby finds, determines, and declares that it has the
45 power to adopt this ordinance pursuant to: (i) Section 1-11-4 of the Breckenridge Town Code;

1 (ii) the authority granted to home rule municipalities by Article XX of the Colorado Constitution;
2 and (iii) the powers contained in the Breckenridge Town Charter.
3

4 Section 3. The Town Council of the Town of Breckenridge hereby finds, determines, and
5 declares that an emergency exists and that this ordinance is necessary for the immediate
6 preservation of public property, health, welfare, peace or safety. It is in the public interest for the
7 Town to forthwith execute the Lease approved by this ordinance so that the Lease tenant,
8 Breckenridge Film., a Colorado nonprofit corporation d/b/a The Eclipse Theater, can take
9 immediate possession of the Town-owned real property that is the subject of the Lease. The
10 Town Council further determines that the adoption of this ordinance as an emergency ordinance
11 is in the best interest of the citizens of the Town of Breckenridge.
12

13 Section 4. Pursuant to Section 5.11 of the Breckenridge Town Charter this Ordinance
14 shall take effect and be in full force upon adoption of this ordinance by the affirmative votes of at
15 least five (5) members of the Town Council.
16

17 Section 5. This ordinance shall be published in full within ten (10) days after adoption, or
18 as soon thereafter as possible, as required by Section 5.11 of the Breckenridge Town Charter.
19

20 ADOPTED AND APPROVED as an Emergency Ordinance this ___ day of _____,
21 2021.
22

23 TOWN OF BRECKENRIDGE, a Colorado
24 municipal corporation
25
26
27

28 By: _____
29 Eric S. Mamula, Mayor
30

31 ATTEST:
32
33
34
35

36 _____
37 Helen Cospolich, CMC,
38 Town Clerk
39
40
41
42
43
44
45
46
47
48

Lease Agreement

THIS LEASE (“**Lease**”) is made and entered into effective the ____ day of _____, 2021 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”), and BRECKENRIDGE FILM, a Colorado Non-Profit Corporation , d/b/a The Eclipse Theater (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the “**Parties**”, and individually as a “**Party**”.

BRECKENRIDGE CREATIVE ARTS, a Colorado nonprofit corporation (“**BCA**”), has been designated by Landlord as Landlord’s managing agent for the purpose of administering and enforcing this Lease. The Parties agree that BCA shall fully administer and enforce this Lease on behalf of Landlord and, except for those references in this Lease which, by their nature, must apply only to Landlord, the references in this Lease to “Landlord” mean BCA. BCA’s designation as Landlord’s managing agent is subject to revocation at anytime by notice to Tenant.

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. Leased Premises. In consideration of Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 013, 019, 019A, 019B, and 020-029 in the "Breckenridge Grand Vacations Community Center," 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 ("**Leased Premises**"). The Leased Premises are depicted on the attached Attachment "A", which is incorporated into this Lease by reference, The building in which the Leased Premises are located is referred to in this Lease as the "**Building**."

1.2. Use of Premises.

A. Tenant may use the Leased Premises only as a movie theater and related uses including but not limited to educational programs, guest speakers/lectures, and tenant fundraising events, unless Landlord gives it’s advance written consent to another use.

B. Tenant will be entitled to continuous possession of the Leased Premises pursuant to this Lease. Tenant will have primary use of Leased Premises 52 weeks per calendar year. Tenant will provide a minimum of 48 weeks of commercial film, to include, first run, art house, mini major, independent, and high school film programming at the Leased premises each calendar year. During the slower seasons of late April, May, late October, and early November, weekly programming may be limited to weekends only.

C. Tenant also agrees to work with BCA (not in BCA’s capacity as Landlord’s managing agent under this Lease but in BCA’s capacity as a nonprofit corporation providing cultural and entertainment activities for the Town, and its many residents and guests), or BCA’s designee, to accommodate specific cultural events/partners whose request for use of Leased Premises may fall within Tenant's agreed weeks of operation subject to any prior film scheduling obligations. BCA, or its designee, will provide advanced written notice to Tenant of any request for additional use of Leased Premises.

E. Tenant will have sole use of concession area and concessionaire equipment within the Leased Premises during Tenant's term of this Lease. Tenant agrees to provide staffed concession services, if needed, to any additional users of the Leased Premises which may include a reasonable service fee to cover personnel expenses.

F. Tenant will maintain an active liquor license in good standing for the Leased Premises throughout the Term of this Lease. Tenant may include the Hopeful and Discovery Rooms at the lower level of the attached community center to defined liquor license premises.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 3,131 net square feet.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees have the nonexclusive right with others designated by Landlord to the use of the common areas of the Building for the common areas' intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), janitor's closet (room 010), hallway leading to commissary kitchen, restrooms, and the commissary kitchen (room 003) for cleanup purposes ("**Shared Use Spaces**"), subject to their availability.

1.5. **Term**

A. The initial term of this Lease ("**Initial Term**") will begin on July 1, 2021 and will end, unless sooner terminated as hereafter provided, on December 31, 2022. After January 1, 2023 a "**Lease Year**" shall commence on January 1st and end on the next December 31st.

B. On January 1, 2023, and on each subsequent January 1 up to and including January 1, 2031, this Lease will be automatically renewed for successive terms of one calendar year each (each successive year is a "**Renewal Term**") unless this Lease is terminated by either Party pursuant to Subsection C, below. The "**Term**" of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2023, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1st of any calendar year ("**Notice of Termination**") in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease ("**Termination Date**"), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates December 31, 2031.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and customers will be allowed to use the Building's shared parking lot ("**Parking Lot**"). No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant

in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. Surrender of Leased Premises.

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

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

ARTICLE 2 – RENT

2.1. Rent.

A. **Monthly Rent.** During the Term of this Lease (both the Initial Term and the Renewal Term, if applicable) Tenant will pay to Landlord each month a rental for the use of the Leased Premises. The first monthly rent payment will be due August 1, 2021. The monthly rental is the total of the Tenant's share of the following expenses associated with the Leased Premises:

- (i) Town of Breckenridge Public Works services charges based on 24% of actual total expenses of the Breckenridge Grand Vacations Community Center. The Regular Services provided by the Town of Breckenridge include utilities, snow removal, water, sewer, inspections, monitoring, trash, elevator service, and replacement and maintenance parts. The percentage of actual total expenses of the Breckenridge Grand Vacations Community Center chargeable to Tenant as part of the monthly Rent is subject to change at the sole discretion of the Town of Breckenridge.
- (ii) Janitorial expenses secured by Landlord or Tenant including trash removal, vacuuming carpets, cleaning restrooms, and restroom paper products.

(iii) Projector Maintenance Service Agreement.

Appendix A illustrates what the monthly/annual charges will be for the Initial Term of this Lease. Any changes to such charges will be communicated to the Tenant by Landlord at least 60 days prior to the commencement of the Lease Year to which the increased charges due from Tenant will begin. Capital Improvement Funds are not part of the charges to be paid by Tenant as described on Appendix A.

Tenant's rental payments due to Landlord are referred to as "**Monthly Rent**" or "**rent**," Any amount due to Landlord from Tenant under this Lease that is not specifically identified as "rent" or "Monthly Rent" is "**additional rent**." The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand.

B. Tenant's Share of Landlord's Capital Improvement Fund. This reserve/replacement fund will be used to help pay the cost of replacing technical equipment such as projectors or making other improvements to the theater as needed and agreed upon by both Parties. The amount of the dollars going into the fund will be equal to 25% of Tenant's net operational revenues. As used in this Lease, the term "Net Operational Revenues" shall mean all revenues, of whatever kind or nature, generated by Tenant from the conduct of Tenant's theater operations at the Leased Premises less all of Tenant's actual and necessary expenses associated with the conduct of Tenant's theater operations at the Leased Premises paid by Tenant. The Parties acknowledge that there likely will be no net operational revenues during the first six months of Tenant's operations at the Leased Premises pursuant to this Lease. Tenant shall pay its share of the Capital Improvement Fund as Additional Rent. Payments into the Capital Improvement Fund will be made bi-annually to Landlord on agreed upon dates.

C. Place of Rent Payments. Place And Manner Of Payments. All sums payable to Landlord under this Lease will be made to:

Breckenridge Creative Arts
Director of Finance
P. O. Box 4269
Breckenridge, CO 80424

or at such other place as BCA's Director of Finance ("**Director of Finance**") may hereafter designate by written notice provided to Tenant in accordance with Section 14.5 of this Lease. All sums will be made in legal tender of the United States. Any check given to the Landlord will be received subject to collection, and Tenant agrees to pay any charges, fees or costs incurred by the Landlord for the collection, including reasonable attorney's fees.

D. Inspection of Tenant's Books and Records. Tenant will maintain a system of bookkeeping reasonably satisfactory to the Director of Finance and the Landlord. The Director of Finance and/or the Landlord shall have the ability to examine the profit and loss statements for the operation of this facility at least annually.

E. Audit of Tenant's Books and Records. The Director of Finance and/or the Landlord has the right at any time upon 30 days' written notice to audit all of the books of account, bank statements, documents, records, returns, papers and files of Tenant relating to the Tenant's Gross Profit for the

operation of this facility. Within 30 days of written notice of the request to audit, Tenant will make all such documents available for examination at the Leased Premises.

F. **Tenant's Sales Tax Returns**, Tenant agrees that Director of Finance may inspect any sales tax return or report and accompanying schedules and data which Tenant may file with Landlord pursuant to the Town of Breckenridge Retail Sales Tax Ordinance, and Tenant waives any claim of confidentiality which it may have in connection therewith.

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

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

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

ARTICLE 3 – LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION

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

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities**. Landlord will provide as part of Tenant’s rent the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's. operations at the Leased Premises; and

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

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

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

5.1. Maintenance.

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, the Town of Breckenridge, being the owner of the building, will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises;
- (vii) the mechanical, electrical, and heating/ventilation systems; and
- (viii) audio-visual equipment, theater seats, carpet replacement, and concessionaire equipment repairs and upgrades.

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

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

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

5.4. **Cleaning of Leased Premises.** Tenant will work with landlord to contract for janitorial service to provide periodic cleaning of the Leased Premises. Tenant will be responsible for cleaning spills on carpet and theatre seats in a timely manner. Tenant will pay the cost to have carpet in premises professionally cleaned as needed.

ARTICLE 6 – TAXES

6.1. **Real Property Taxes.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable possessory

interest" pursuant to Section 39-1-103(17)(a), C.R.S., or any successor state statute. Any taxes lawfully assessed arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease shall be paid by Tenant, and Tenant shall indemnify and hold Landlord harmless from any such taxes. Any taxes due arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease shall be paid by Tenant in a timely manner. Prior to the last day for payment of such taxes without penalty or interest, Tenant shall provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the taxes. Tenant may pay any taxes in installments if permitted by law. In the event Tenant is liable for the payment of any taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant shall have the right, at its sole expense, to contest any such taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings; provided that the commencement and prosecution of such legal proceedings does not jeopardize Landlord's interest in the Leased Premises during the pendency of the proceedings, and that Tenant makes timely payment of such taxes if Tenant loses the contest or there is any risk whatsoever that the Leased Premises may be sold. Tenant shall advise Landlord prior to instituting any such contest and shall as a condition of exercising such right provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section 6.1. Landlord at Tenant's sole cost and expense, shall reasonably cooperate with Tenant in any such contest, may join in the contest, and shall execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

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

ARTICLE 7 – TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

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

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as Landlord of the Leased Premises in communication with Landlord. Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

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

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

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

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

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

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

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

ARTICLE 8 – INSURANCE

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

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

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

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

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

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

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

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

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

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

ARTICLE 9 - INDEMNIFICATION

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

- A. the conduct of Tenant's business upon the Leased Premises;
- B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;
- C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the Terms of this Lease;
- D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and
- E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 – DAMAGE TO LEASED PREMISES

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

ARTICLE 11 – DEFAULT

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

- A. The abandonment of the Leased Premises by Tenant.
- B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.
- C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

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

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

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

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

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

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

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

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

ARTICLE 12 – NONDISTURBANCE

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

ARTICLE 13 – LANDLORD'S RIGHTS

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

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

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

- A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;
- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

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

ARTICLE 14 – MISCELLANEOUS

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

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

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

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

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

Tenant's initial address for notice is:

Breckenridge Film
P.O. Box 718
Breckenridge, CO 80424

Landlord's initial address for notice is:

Town of Breckenridge
c/o President and CEO
Breckenridge Creative Arts
PO BOX 6681
Breckenridge, Colorado 80424

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

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

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

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

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

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

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

14.12. **No Adverse Construction Based on Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

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

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

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

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

14.18. **Time of Essence,** Time is of the essence of this Lease.

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

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

LANDLORD:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Rick G. Holman, Town Manager

Breckenridge Film, a Colorado nonprofit corporation d/b/a The Eclipse Theater:

By: _____

Title: _____



Memo

To: Town Council
From: Scott Reid, Director of Recreation
Date: 6/1/2021
Subject: Summit Youth Hockey Lease Renewal Ordinance

Attached, please find an agreement and ordinance that would renew the lease of Summit County Youth Hockey (SCYH) for the North Multipurpose Room at the Stephen C. West Ice Arena. As a multiyear agreement, this lease is being presented as a Town ordinance for first reading.

The lease allows SCYH to offer a standardized dryland training location for its youth participants. Town Council and SCYH originally agreed to a version of this lease in 2016. Since the original five-year term for the lease has reached its conclusion, SCYH has asked to renew the agreement and continue utilizing the space for its youth-based programs.

Recreation Department staff members support the execution of this agreement and appreciate the strong working relationship we have had with Summit Youth Hockey for over 20 years.

We look forward to answering any questions you have on Tuesday.

1 ***FOR WORKSESSION/FIRST READING*** –

2
3 COUNCIL BILL NO. ____

4
5 Series 2021

6
7 AN ORDINANCE APPROVING A LEASE WITH S.C.Y.H., INC.

8
9 WHEREAS, the Town is willing to lease a portion of the Stephen C. West Ice Area to
10 S.C.Y.H., Inc.; and

11
12 WHEREAS, a proposed Lease for the property has been prepared and reviewed by the
13 Town Council; and

14
15 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

16
17 The council may lease, for such time as council shall determine, any real or
18 personal property to or from any person, firm, corporation, public and private,
19 governmental or otherwise.

20
21 and;

22
23 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
24 lease entered into by the Town which exceeds one year in length must be approved by ordinance.

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

28
29 Section 1. The Lease between the Town and S.C.Y.H., Inc. (Exhibit “A” hereto) for that
30 portion of the Stephen C. West Ice Area described in the Lease is approved; and the Town
31 Manager is authorized, empowered, and directed to execute such Lease for and on behalf of the
32 Town of Breckenridge.

33
34 Section 2. The Town Council hereby finds, determines, and declares that it has the
35 power to adopt this ordinance pursuant to: (i) Section 1-11-4 of the Breckenridge Town Code;
36 (ii) the authority granted to home rule municipalities by Article XX of the Colorado Constitution;
37 and (iii) the powers contained in the Breckenridge Town Charter.

38
39 Section 3. This ordinance shall be published and become effective as provided by
40 Section 5.9 of the Breckenridge Town Charter.

41
42 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
43 PUBLISHED IN FULL this ____ day of _____, 2021. A Public Hearing shall be held at the
44 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2021, at 7:00 P.M., or as soon thereafter as possible in the Municipal
2 Building of the Town.

3
4 TOWN OF BRECKENRIDGE, a Colorado
5 municipal corporation
6

7
8
9 By: _____
10 Eric S. Mamula, Mayor

11
12 ATTEST:

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16 _____
17 Helen Cospolich, CMC,
18 Town Clerk
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LEASE

THIS LEASE (“**Lease**”) is made and entered into at Breckenridge, Colorado effective as of the 1st day of June 2021 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”), and S.C.Y.H., INC., a Colorado nonprofit corporation (“**Tenant**”).

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Town of Breckenridge Stephen C. West Ice Arena known as the North Multipurpose Room, 0189 Boreas Pass Rd., Breckenridge, Summit County, Colorado (“**Leased Premises**”) upon the following terms and conditions. The Leased Premises do not include the use of adjacent kitchen facilities or adjacent meeting room.

1. **Term; Automatic Annual Renewal.** The initial term of this Lease shall commence as of June 1, 2021 (“**Commencement Date**”). On each anniversary of the Commencement Date this Lease shall automatically renew for successive terms of one (1) year each until this Lease is terminated by either the Landlord or the Tenant in accordance with the terms of this Lease. Each lease year (“**Lease Year**”) shall commence on June 1st and shall end on the following May 31st. Unless sooner terminated for default as provided in this Lease, to terminate this Lease the terminating party shall give the other party written notice of termination not later than March 1st of any Lease Year. Upon the giving of timely notice of termination this Lease shall terminate on the next anniversary of the Commencement Date following the giving of the notice of termination.

2. **Annual Rental; Annual Increase.** For the first Lease Year (June 1, 2021, until May 31, 2022) the Rental to be paid by Tenant to Landlord (“**Rental**”) shall be \$5,000. Beginning in 2022 the Rental shall be increased annually by three percent (3%) of the previous Lease Year’s Rental. The Rental for the first Lease Year shall be paid in full not later than June 1, 2021, and thereafter the Rental shall be paid on June 1 of each successive Lease Year.

3. **Late Charge.** In the event the Tenant fails to pay the Rental within five (5) days from the day on which it is due, the Tenant agrees to pay a late charge of five percent (5%) of such amount. This provision shall not be construed as a waiver of the Landlord’s right to terminate this Lease because of the Tenant’s failure to pay the Rental when due.

4. **Utilities.** Landlord shall pay for electric, gas, and water utility services used or consumed in the Leased Premises.

5. **Occupancy And Use of Leased Premises.**

a. **Occupancy.** The Leased Premises shall be occupied only by Tenant, Tenant’s employees, and Tenant’s members.

b. **Use.** The Leased Premises shall be occupied strictly to provide dryland training, classroom instruction, and meeting space to its association membership for the purpose of advancing hockey skills among its members. The room shall be under qualified adult supervision at all times.

6. **Tenant's Covenants.** As a material part of this Lease, Tenant covenants and agrees with Landlord as follows:

a. Tenant shall generally provide dryland training at the Leased Premises in accordance with its proposal for the space to the extent such proposal is not inconsistent herewith. In the case of a conflict between this Lease and the Tenant's proposal, the provisions of this Lease shall control.

b. Unless otherwise agreed by Landlord and Tenant in writing, Tenant shall provide use at the Leased Premises in accordance with the following schedule:

Monday	-	7:00 am to 8:00 pm
Tuesday	-	7:00 am to 8:00 pm
Wednesday	-	7:00 am to 8:00 pm
Thursday	-	7:00 am to 8:00 pm
Friday	-	7:00 am to 8:00 pm
Saturday	-	7:00 am to 8:00 pm
Sunday	-	7:00 am to 8:00 pm

The above schedule may be adjusted from time to time by mutual agreement of the Landlord's Facility Operations Manager and the Tenant based upon the demand for Tenant's use and is subject to the schedule in 6.b. falling within facility hours of operation.

c. Tenant shall provide all equipment and supplies needed for the use at the Leased Premises.

d. Tenant shall provide trained and certified coaches, staff, and aides to perform the use at the Leased Premises and meet the qualified supervision requirement of section 5.b.

e. Tenant shall provide all hiring, training, and supervision to staff.

f. Tenant shall provide all required training and training plans for Tenant's members.

g. Tenant shall provide to Landlord's Ice Arena staff, on a daily basis, the names and use times of all users.

k. Tenant shall cooperate with the Landlord's staff and agents in connection with the preparation of any audits, which may be required with respect to Tenant's performance under this Lease.

l. Tenant shall obtain all required licenses and permits required to lawfully operate its business within the Town of Breckenridge. Without limiting the generality of the foregoing, Tenant shall obtain and maintain in full force and effect throughout the entire term of this Lease a Town of Breckenridge Business and Occupational License.

m. Tenant shall provide the necessary documentation, payment of fees, and scheduling of inspections necessary to comply with policies and procedures.

n. Tenant shall be required to be responsible for all routine janitorial maintenance of the Leased Premises, and pay for the same. Tenant will cause all such contracts for such services to be placed solely in the Tenant's name. Landlord has the reasonable right to review and approve Tenant's contract for janitorial services.

o. As per the usual customary and reasonable semi-annual closure of the Ice Arena, Tenant shall comply with closure policies and cease day-to-day operations during that closure. This temporary closure is a necessary safety issue and not an attempt to disrupt the day-to-day operations of the Tenant. Landlord shall cause a minimum of thirty (30) days prior notification of intended scheduling of any such closure and any such closure shall not exceed thirty (30) days of continuous duration.

7. **Tenant's Use of Other Facilities.** Tenant and Tenant's users are not entitled to use any secured area on the premises or any other space in which they are not typically entitled to use as a public patron. Times of use of the Leased Premises must be adjacent to the facility operation hours.

8. **Alterations of Leased Premises.** Tenant shall not paint or wallpaper the Leased Premises, or any portion thereof, or construct any alterations or improvements on or to the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. All alterations, changes, and improvements built, constructed or placed on or at the Licensed Premises by Licensee, except fixtures removable without damage to the Licensed Premises, and moveable personal property shall, unless otherwise provided by written agreement between Town and Licensee, become the property of the Town and shall remain on or at the Licensed Premises at the expiration or sooner termination of this Agreement.

9. **Assignment And Sublease.** The Tenant shall not sublet the Leased Premises or any part thereof, or assign this Lease, without the prior written consent of the Landlord.

10. **Rules And Regulations.** The Tenant shall comply with all present and future rules, policies, procedures, and regulations of the Landlord in respect to the Leased Premises and the Ice Arena.

11. **Care Of The Leased Premises.** At all times Tenant shall keep the Leased Premises in a neat and clean condition. Landlord shall at all times maintain the Leased Premises in a good state of repair. At the end of the Lease, the Tenant shall return possession of the Leased Premises to the Landlord in the same condition as of the date of this Lease, normal wear and tear excepted.

12. **Landlord Liability.** The Landlord shall not be liable to the Tenant for any loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property resulting from any cause. Tenant, as a material part of the consideration for this Lease, hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Leased Premises, from any cause, and hereby waives all claims in respect thereto against Landlord.

13. **Access To Leased Premises.** The Landlord and Landlord's employees shall have the right to enter the Leased Premises during reasonable hours for any purpose.

14. **Parking.** Subject to availability, Tenant and Tenant's users shall be allowed to use the parking facilities maintained by Landlord for the Ice Arena.

15. **Signs.** The Tenant shall have the right to place such signs on or about the Leased Premises as Landlord may, in its discretion, approve. Any such signs placed by Tenant on or about the Leased Premises shall be removed by Tenant, at Tenant's expense, at the end of this Lease.

16. **Compliance With Laws.** Tenant agrees that, in connection with its occupancy of the Leased Premises pursuant to this Lease, it shall comply fully with all federal, state, and local laws and regulations now in effect, hereafter enacted or otherwise becoming effective during the term of this Lease which apply to Tenant, its employees, agents or subcontractors, if any. Without limiting the generality of the foregoing, Tenant shall not discriminate against any person because of race, sex, sexual orientation, disability, age, creed, color, religion, or national origin in connection with its performance of this Lease, and shall comply with the applicable provision of Americans With Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency.

To the best of its knowledge, Landlord represents to Tenant that the Ice Arena and parking areas comply with the requirements of the Americans With Disability Act (Public Law 101-336) and any applicable regulations and rules promulgated thereunder by any regulatory agency.

The indemnification and termination provisions of this Lease shall apply with respect to Tenant's or Landlord's failure to comply with all applicable laws or regulations.

17. **Independent Contractor.** In the performance of its use, Tenant shall at all times act as an independent contractor and not an agent or employee of Landlord.

18. **Insurance.**

- A Tenant will procure and continuously maintain throughout the term of this Lease the following minimum insurance coverages:
- i. worker's compensation insurance to cover obligations imposed by applicable laws for any employee of the Tenant engaged in the performance of the services or work under this Lease. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Section.
 - ii. commercial general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) aggregate liability. The policy must apply to all Leased Premises and operations. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy must contain a severability of interests provision.

- iii. comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) aggregate liability with respect to each of the Tenant's owned, hired, or non-owned vehicles assigned to or used in the performance of this Lease. The policy must contain a severability of interests provisions.

- B Such coverages will be procured and maintained with forms and insurers acceptable to the Landlord. All coverages must be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Tenant pursuant to this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods must be procured to maintain such continuous coverages.

- C The Tenant's general liability insurance policy must be endorsed to include the Landlord as an additional insured.

- D Each of the Tenant's required insurance policies will be primary insurance, and any insurance carried by the Landlord, its officers, or its employees, or carried by or provided through any insurance pool of the Landlord, will be excess and not contributory insurance to that provided by the Tenant. The Tenant will be solely responsible for any deductible losses under any required insurance policy.

- E An ACORD Form 25, or another certificate of insurance acceptable to Landlord, and the additional insured policy endorsement described in subparagraph C, above, must be provided to the Landlord as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and will be reviewed and approved by Landlord prior to commencement of this Lease, and on each policy renewal or replacement throughout the term of this Lease. The certificate must identify this Lease and provide that the coverages afforded under the policies will not be canceled or terminated until at least 30 days' prior written notice has been given to Landlord. The completed certificate of insurance must be sent to:

Town of Breckenridge
c/o Kevin Zygulski, Assistant Director of Recreation
P. O. Box 168
Breckenridge, CO 80424

F Notwithstanding any other portion of this Lease, failure on the part of the Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits will constitute a material breach of this Lease for which the Landlord may immediately terminate this Lease or, at its discretion, the Landlord may procure or renew any such policy or any extended reporting period thereto and may pay any premiums in connection therewith, and all monies so paid by the Landlord will be repaid by the Tenant upon demand together with interest thereon at the legal rate, or the Landlord may offset the cost of the premiums against any monies due to the Tenant from the Landlord.

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

20. **Indemnification.**

a. Tenant agrees to indemnify and hold harmless the Landlord, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Tenant, any subcontractor of the Tenant, or any officer, employee, representative, or agent of the Tenant or of any subcontractor of the Tenant, or which arise out of any worker's compensation claim of any employee of the Tenant or of any employee of any subcontractor of the Tenant; except to the extent such liability, claim or demand arises through the negligence of Landlord, its officers, employees or agents or subcontractors. Tenant agrees to investigate, handle, respond to, and provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Tenant. Tenant also agrees to bear all other costs and expenses related thereto, including court costs and attorneys' fees.

b. To the extent permitted by law, Landlord agrees to indemnify and hold harmless the Tenant, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Landlord, any subcontractor of the Landlord, or any officer, employee, representative, or agent of the Landlord or of any subcontractor of the Landlord, or which arise out of any worker's compensation

claim of any employee of the Landlord or of any employee of any subcontractor of the Landlord; except to the extent such liability, claim or demand arises through the negligence of Tenant, its officers, employees or agents or subcontractors. Landlord agrees to investigate, handle, respond to, and provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Landlord. Landlord also agrees to bear all other costs and expenses related thereto, including court costs and attorneys' fees. Landlord's indemnity obligation shall be subject to the limits of liability established from time to time by the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.

21. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the end of the Lease term, then such holding over shall not be deemed to be a renewal of this Lease for the whole term, but Tenant shall be deemed to be a Tenant from month to month only at the same Rental and upon the other terms and conditions of this Lease.

22. **Tenant's Default.** Tenant shall be in default under this Lease if any of the following shall occur:

a. Tenant shall fail to pay when due any Rental or late charge, and shall not pay such amount within three (3) days after service of a demand for compliance in accordance with Colorado law.

b. Tenant shall fail to comply with any of the other terms, provisions, or covenants of this Lease, and shall not come into compliance with this Lease within three (3) days after service of a demand for compliance in accordance with Colorado law.

c. Tenant shall desert, abandon or vacate the Leased Premises prior to the end of the Lease term, subject, however to paragraph 24.

23. **Landlord's Remedies.** If the Tenant is in default under this Lease, the Landlord, in addition to any other remedies provided by law, may pursue any one or more of the following remedies:

a. Terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have to possession or arrearages in Rental, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution for any claim for damages therefore; and Tenant agrees to pay to Landlord on demand all unpaid Rental due to Landlord as of the time of the termination for this Lease and the amount of all other losses and damages which Landlord may suffer by reason of such termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise. No other act by Landlord other than express written notice shall terminate this Lease.

b. Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore, and if Landlord so elects, and without terminating this Lease, relet the Leased Premises at such Rental and on such terms as Landlord in its sole discretion may deem advisable and receive the Rental therefore; and Tenant agrees to pay to

Landlord on demand any deficiency that may arise by reason of such reletting, or the failure to relet. Reletting may be for a period shorter or longer than the remaining term of this Lease. Upon demand, Tenant shall be liable to Landlord for all costs incurred in reletting the Leased Premises, including without limitation, broker's commissions, expenses or remodeling the Leased Premises required by reletting, attorneys' fees, and like costs.

c. Without terminating the Lease, enter upon the Leased Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses with Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Landlord from such action.

24. Cease to Occupy. Notwithstanding anything herein to the contrary, so long as Tenant is not in default of any of its obligations hereunder, including the obligation to pay Rental when due, Tenant may cease to occupy the Leased Premises and remove its goods and property from the Leased Premises for up to forty-five (45) days, and such ceasing to occupy the Leased Premises and removing its goods and property shall not be deemed an event of default.

25. Attorney's Fees. In any action to enforce or determine the rights of the parties hereunder the prevailing party in such action, at trial or upon appeal, shall be entitled to recover their reasonable attorney's fees, costs, and expert witness fees in an amount to be fixed by the Court.

26. No Brokers. Landlord and Tenant each warrant and represent to the other party that they have not dealt with any real estate broker, finder, or intermediary in connection with the Lease. Each party agrees to indemnify and hold the other party harmless from and against any claims for any fee, commission, or other compensation made by any other broker or third party claiming to have dealt with such party, including reasonable attorney's fees.

27. Removal Of Personal Property. Following the termination or expiration of this Lease, Tenant shall promptly remove all of Tenant's personal property from the Leased Premises. Any such property not removed by Tenant within ten (10) days following the termination or expiration of this Lease shall be conclusively deemed to have been abandoned by Tenant and Landlord shall have the right to dispose of such property as it sees fit without compensation to Tenant. Tenant shall not receive any credit against unpaid Rental, charges, or demands due to Landlord for the value of any abandoned property left at or upon the Leased Premises.

28. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

To Landlord:

Kevin Zygulski – Assistant Director of Recreation
Breckenridge Recreation Department,
Town of Recreation
P.O. Box 168
Breckenridge, CO 80424

With a Copy (which Shall Not
Constitute Notice) To:

Timothy H. Berry, Esq.
Timothy H. Berry P.C.
P.O. Box 2
Leadville, CO 80461

If To Tenant:

Duke Bradford - President
Summit Youth Hockey Association
P.O. Box 8470
Breckenridge, CO 80424

And with a Copy to:

Brad Dickerson – Attorney
Summit Youth Hockey Association
P.O. Box 8470
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this Paragraph shall be effective on the 2nd day following mailing. Notices personally delivered shall be deemed to be effective upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

29. **Time Of Essence.** Time is of the essence of this Lease.

30. **Complete Lease.** It is understood and agreed that this Lease contains the complete and final expression of the Lease between the parties and there are no promises, representations, or inducements except such as are herein provided. It is further understood and agreed that there shall be no modification or amendment of this Lease except by a written agreement of the Landlord and Tenant.

31. **Waiver.** The failure of either party to exercise any of its rights under this Lease shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

32. **Copy Of Lease.** By signing this Lease, Tenant acknowledges receipt of a complete and signed copy of this Lease.

LANDLORD:

TENANT:

TOWN OF BRECKENRIDGE, a
Colorado municipal corporation

S.C.Y.H., Inc., a Colorado nonprofit corporation

By: _____
Kevin Zygulski – Assistant Director of Recreation

By: _____
Title: President
Print Name: _____

Date: _____

Date: _____

Memo

To: Breckenridge Town Council Members
From: Town Staff
Date: 6/2/2021
Subject: Public Projects Update



Goose Pasture Tarn Dam Repair

Moltz Constructors continues work at the Goose Pasture Tarn Dam project with H-pile installation for the left shoring wall and placement of the 96" by-pass pipe. This project will be constructed over 3 seasons and completed in October 2023. There is no recreational access to the Tarn during the construction. Public outreach for the project is ongoing through the project website: <https://www.townofbreckenridgegptd.com>. A three-week schedule, traffic impacts, and groundwater monitoring level information are updated biweekly on the website.



Drill rig installing shoring wall piles.



View of 96" diameter by-pass pipe.

Ski Hill Sidewalk & Crosswalk Improvements

Schedule:

Minor work is scheduled to begin the week of June 7th with lane closures for a portion of the time. The majority of work will begin June 14th and last for approximately two weeks. Ski Hill Road will be a single lane with short delays through the work zone during working hours and the reopened during the evenings and weekends. Work will occur between Grandview Drive and Windwood Circle. The transit stops near the work area may be closed during the work.

Budget: The project budget is \$200,000. The construction bid received is within the project budget.

Coyne Valley Utility Relocation

Xcel Energy completed the temporary overhead lines crossing the Blue River south of Coyne Valley Road recently. Xcel will complete work in the next few weeks to relocate the portion of the line within Coyne Valley Road. This work will occur mostly within the shoulder, but a single lane closure and delays will occur during a portion of the work. The Blue River Rec Path will not be affected.

Alta Verde Housing Offsite Improvements

Construction work continues on the Alta Verde Housing Offsite Improvements. The sewer line extension from Breckenridge Building Center to the site is nearly complete. The contractor has also started filling the pond near Stan Miller Drive this week. Work will continue the next few weeks to install additional utilities, curb and gutter,

and repave the roadway. The current road closure and detour is schedule to remain until June 18th. The roadway will reopen to traffic in late June. However, additional traffic control and detours on Stan Miller Drive may be required for additional phases of work after July.

2021 Concrete Replacement

Schedule: Concrete replacement crews will continue work on concrete replacement on Broken Lance Drive near the intersection of Columbine Road and are expected to be completed by June 11th.

Budget:

Project Funding	
2021 CIP Budget	\$250,000
Total Budget	\$250,000

2021 Asphalt Overlay

Schedule: The remaining overlay work is scheduled to be completed by June 11th. Remaining work includes Wellington Neighborhood alleys, Tiger Road, French Gulch Road, and Ski Hill Road.

Project Funding	
2021 CIP Budget	\$750,000
2021 "B" List for Fiber Area Repairs	\$600,000
Prior Spending Authority Fiber	\$500,000
Total Budget	\$1,850,000

Weekly Progress Report

Schedule

Activities completed:

- a. Relocate fiber line and backfill E line
- b. Level 3 deck topping slab pour #12 and #13.
Level 3 is completely poured out minus the Core pour backs.
- c. Restroom plumbing rough
- d. Hard ceiling install at Core 2
- e. Insulation at Core 3
- f. Light fixtures on Level 3
- g. Core 1 hallway slab-on-grade

Activities started:

- a. Metal siding on Core 2 Elevator tower
- b. Stone Veneer along West elevation
- c. Boiler Room build out continues
- d. Fire Sprinkler Risers in Stair Cores
- e. Cable Barrier install

Activities upcoming:

- a. Elevator install at Core 2- Tuesday June 1st.
- b. Stair Install at Core 1
- c. Site Snow Melt at Sidewalks North/South

Quality Control

1. Cesare: excavation, backfill, welding, and concrete.

2. Brenner/Gallegos: performing on site concrete QC for all pours
3. ComplianceWise: on site for stormwater inspections and maintenance.
4. Topping slabs with all subcontractors involved
5. Exterior façade with all subcontractors involved.

Safety Focus

1. **COVID-19 protocol enforcement**
2. Winter conditions
3. AGC/CHASE OSHA Inspection
4. Rebar protection

Project Information

1. Original duration: 544 Days
2. Days added by CO: 0
3. Time % complete: 67%
4. Cost % complete: 64%
5. **Guaranteed Maximum Price:**
Original: \$38,217,946
Change order total: \$231,753
Current contract value: \$38,217,946
Invoiced to date: 23,394,138.42

Project Team

1. **Lou Opatrny** – Superintendent
2. **Landon Williams** - Superintendent
4. **Michael Brown** – Project Manager
5. **Ben Amaro** – Project Engineer

Cell: 720-402-6028

Cell: 720-201-3641

Cell: 817-475-2251

Cell: 832-655-1808

Email: Lopatrny@Hyderinc.com

Email: LWilliams@Hyderinc.com

Email: MBrown@Hyderinc.com

Email: BAmaro@Hyderinc.com

Relocate Fiber Line





Core 2 Metal Siding



Level 3 Final Topping Slab Pours









Photo from Wellington on 5/28/21



Core 1 Hallway Slab-on-grade



Core 1 Restroom Roof Sheathing



Access Control Rough In

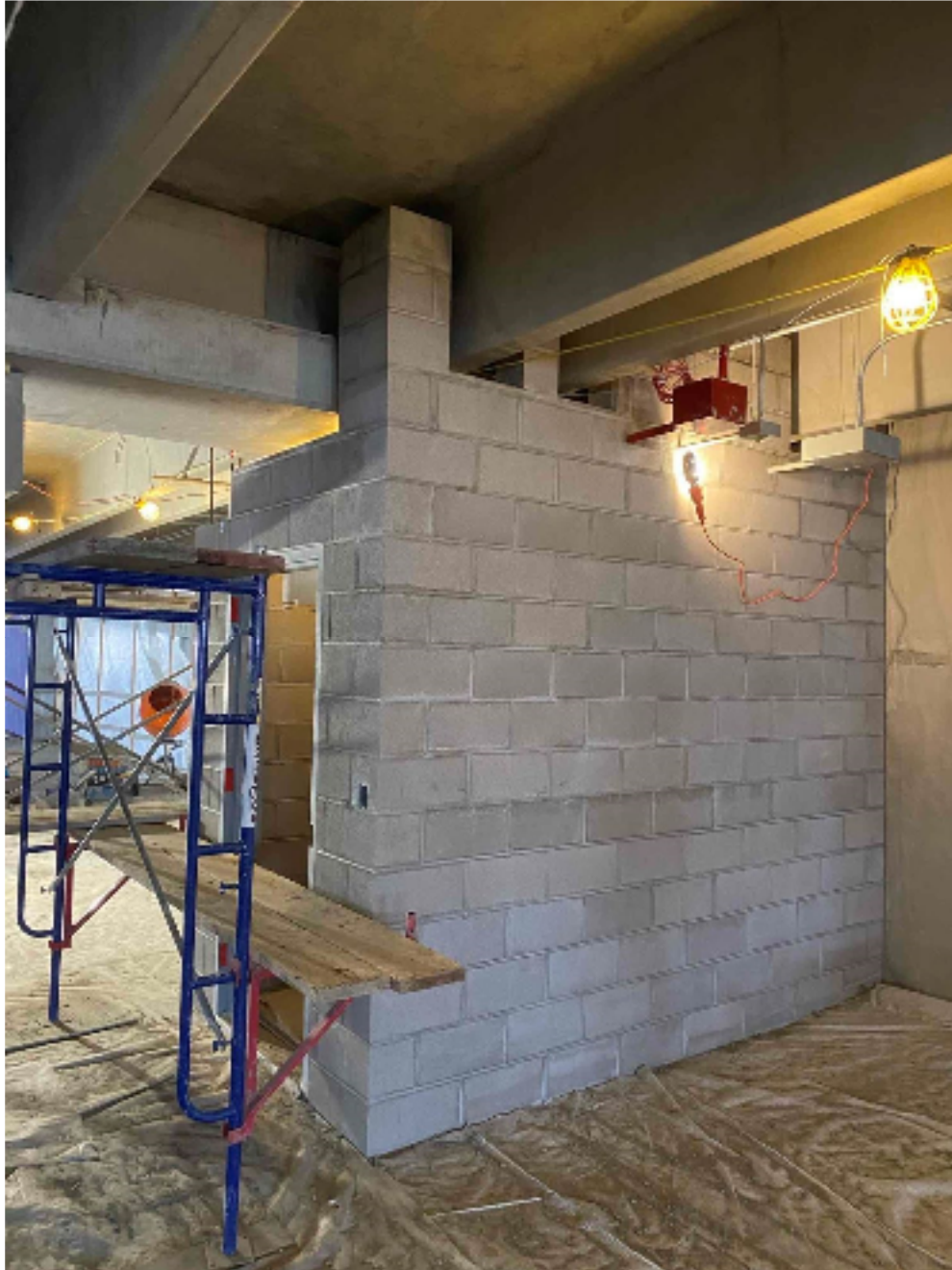




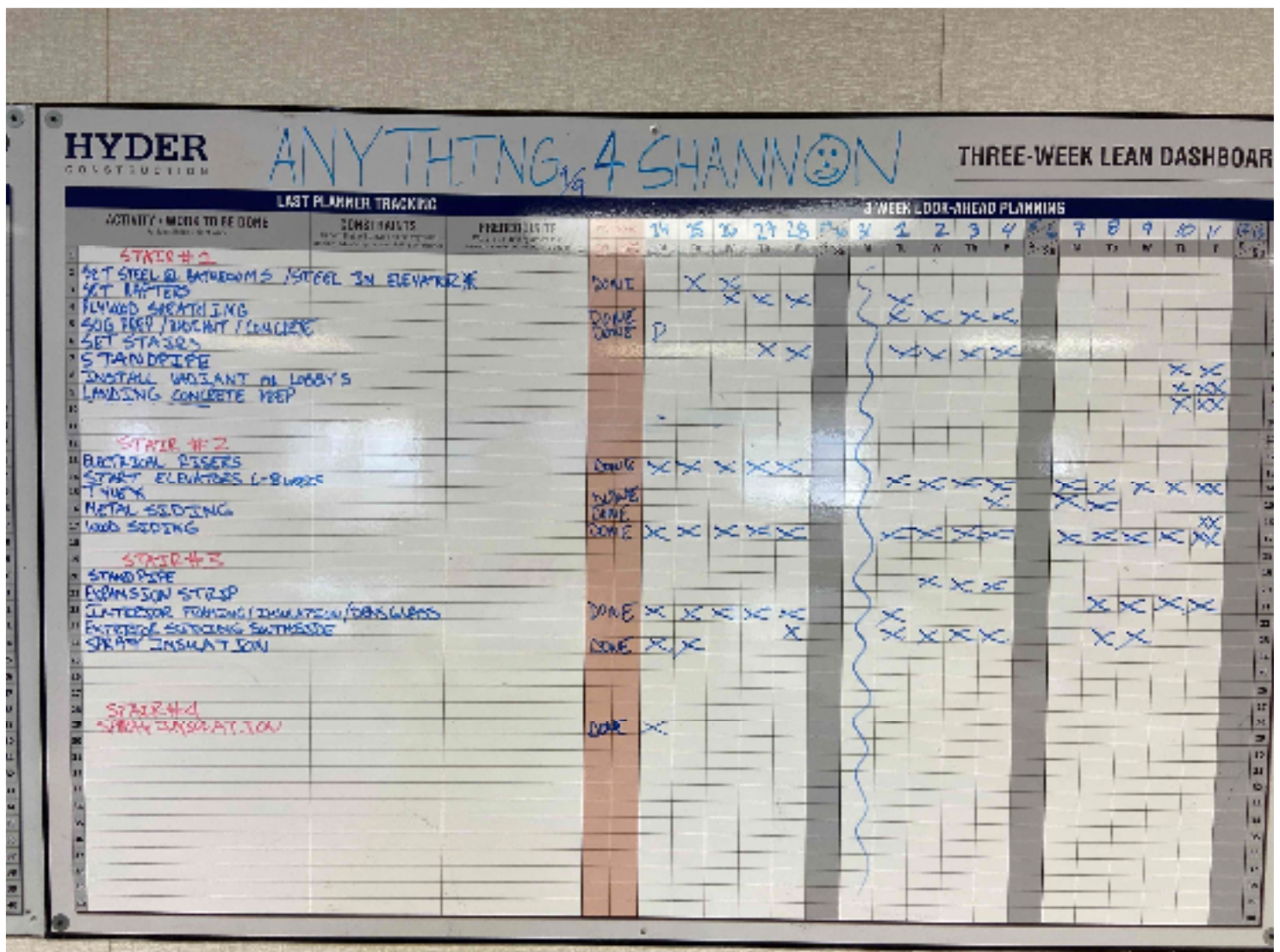
New Hyder Office Inside Structure



IDF Closet Level 2



Lean Schedule Progress



HYDER *Hy/Tp* **UNDER PROMISE AND OVER DELIVER** **THREE-WEEK LEAN DASHBO**

LAST PLANNER TRACKING			5 WEEK LOOK-AHEAD PLANNING																		
ACTIVITY / WORK TO BE DONE	CONSTRAINTS	PRIORITY/SITE	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11
EXCAVATING																					
COMPLETE STORM / P-T INLET				X	X	X															
BACKFILL E-LINE			Done	X	X	X															
DIG TRENCHES AT STAIRS			Done	X	X	X	X	X													
COMPLETE INTERIOR SOB SUBGRADE PREP			Done	X	X	X	X	X													
PIPELINE WORK			Done	X	X	X	X					X	X	X	X				X	X	X
PIPELINE MOVE			Done	X	X	X	X														
ELECTRICAL																					
CONDUIT IN WALL			Done	X	X	X	X	X				X	X	X	X				X	X	X
REC GEAR / PULLING WIRE			Done	X	X	X	X	X				X	X	X	X				X	X	X
STRIPS ON STAIR #1 / 2			Done	X	X	X	X	X											X	X	X
SETTING LIGHTS WL 3			Done										X	X					X	X	X
PLUMBING																					
SHOWELT @ ENTRANCE / SIDEWALK			Done									X	X	X	X				X	X	X
SET MDR IN ATTC STAIR #2			Done									X	X	X	X				X	X	X
TAPPING / RADIANS W/ GUYER			Done									X	X	X	X				X	X	X
BOILER ROOM (SIN)			Done	X	X	X	X	X				X	X	X	X				X	X	X
COMBUSTION AIR DUCT			Done	X	X	X	X	X				X	X	X	X				X	X	X
PIPE SHOWELT @ SIDEWALKS NORTH SOUTH			Done	X	X	X	X	X				X	X	X	X				X	X	X
PIPE FROM DRY			Done	X	X	X	X	X				X	X	X	X				X	X	X
TRUCKS / GET MORE / W/ STAIR																					
TRUCKS / GET STAIRS			Done	X	X	X	X	X				X	X	X	X				X	X	X
RST / CHANGING AP LEVEL			Done	X	X	X	X	X				X	X	X	X				X	X	X
ATS / SPAN / STAIR			Done	X	X	X	X	X				X	X	X	X				X	X	X
ENTR / CABLE BARREL			Done																		

HYDER HYDER WAY IS THE ONLY WAY!
CONSTRUCTION 615

THREE-WEEK LEAN DASHBOARD

LAST PLANNER TRACKING				3 WEEK LOOK-AHEAD PLANNING																			
ACTIVITY / WORK TO BE DONE	CONSTRAINTS	PRIORITIES	STATUS	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12
				M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
LEVEL #3																							
T.S. GL C-D / 12-13			DONE																				
T.S. GL D-E / 12-13			DONE																				
R.S. GL D-E / 12-13			DONE																				
LEVEL #2 SOG																							
SOG GL C-D / 12-13																							
SOG GL C-D / 12-13																							
SOG GL D-E / 12-13																							
PILASTERS ALONG GL E			DONE																				
STAGE #1 SOG			DONE																				
STAGE #2 ELEVATOR PIT																							
JOB / OUTER @ NORTH SIDE / G/E																							
ENTRANCE CONCRETE																							
ESCAPE @ NORTH SIDE / G/E																							
SIDEWALK @ SOUTH SIDE / G/A																							

2021

HYDER CONSTRUCTION % PLAN COMPLETE

CURRENT WEEK SNAPSHOT

ACTIVITIES COMPLETE

37 / 39

ACTIVITIES PROMISED

CURRENT TEAM SCORE

95 %

ROOT CAUSE ANALYSIS

12-WEEK PERCENT PLAN COMPLETE TEAM PERFORMANCE

Activities Complete	30	31	22	37								
Activities Promised	30	33	29	34								
% Team Performance	100	93	76	95								

12-WEEK ROOT CAUSE ANALYSIS

	1	2	3	4	5	6	7	8	9	10	11	12
1 Inherent Weather (W)	X			X								
2 Manpower (MAN)												
3 Machinery (MCH)												
4 Design (D)			X									
5 Make Ready (MR)												
6 Materials (MTL)	X	X										
7 Poor Scheduling (PS)												
TOTAL												

12-WEEK SNAPSHOT

WEEK DATE	1	2	3	4	5	6	7	8	9	10	11	12
100%												
90%												

PERCENT COMPLETE

8

8

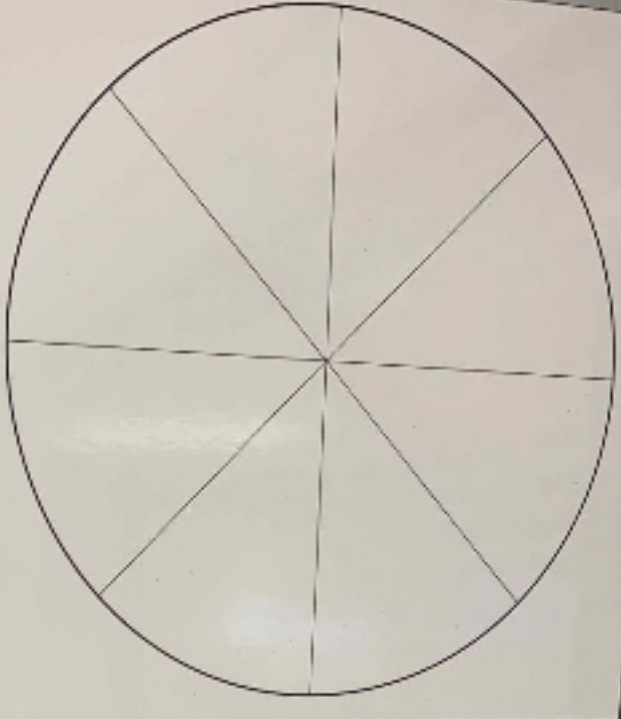
ACTIVITIES PROMISED

CURRENT TEAM SCORE

100 %

12-WEEK SNAPSHOT

ROOT CAUSE ANALYSIS



12-WEEK PERCENT PLAN COMPLETE TEAM PERFORMANCE

Activities Complete	6	8	
Activities Promised	6	8	
% Team Performance	100	100	

12-WEEK ROOT CAUSE ANALYSIS

1	Inclement Weather (W)					
2	Manpower (MAN)					
3	Machinery (MCH)					
4	Design (D)					
5	Make Ready (MR)	X				
6	Materials (MTL)					
7	Poor Scheduling (PS)					
TOTAL						

12-WEEK SNAPSHOT

WEEK DATE	1	2	3	4	5	6	7	8	9	10	11	12
5/17												
100%												
00%												



Memo

To: Breckenridge Town Council Members
From: Rick Holman, Town Manager
Date: 6/2/2021
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
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: 6/3/2021
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on Wednesday, June 2, 2021. Below you will find the meeting minutes. There were no particular items of note.

Minutes
Breckenridge Events Committee
Wednesday, June 2, 2021
Right event, right time, right result

Attending: Todd Rankin, Carol Saade, Shannon Haynes, Lucy Kay, Jack Wolfe, Dennis Lucero, Juli Rathke, Jeff Westcott, Dave Feller, Chase Banachowski, Nathan Nosari, Carrie Benefiel, Casey Willis, Sarah Wetmore

Guests: Majai Bailey, Bruce Horii, Amy Sides, Brian Balok, Hal Vatcher, Deb Edwards, Tamara Nuzzaci Park, Emily Wahl, Tina Cunningham, Chelsea Roth, Matt Pellant, Austyn Dineen, Jen Mehlin, Lyn Herford, Jon Door, Amy Sides, Mike McCormack, Cathy Boland, Scott Jackman, Rob Byam

- I. Todd Rankin called the meeting to order at 9am.**
 - a** A motion was made to approve the May 5, 2021 minutes.
M/S/P

- II. Fourth of July Overview**
 - a** July 1-3 Main Street Station July Arts Festival – Main Street Station/Village.
 - b** July 2-3 Drive-in Movie – CMC Parking Lot/ BCA
 - c** July 3 Classic Car Procession through neighborhoods organized by Hal Vatcher. Similar route as last year with about 20 cars. As of now, no planned location for parking and viewing.
 - d** July 4
 - Independence Day 10K, 7am -11am out of Carter Park, produced by Rec Dept.
 - Firecracker 50 to kick off Parade, 9:30am. Working on strategy to minimize gap between last race wave and parade entry start. Goal to create a more cohesive programming experience for viewers.
 - In addition to patriotic aspects, looking to celebrate iconic events missed during pandemic with parade floats. Also incorporating recognition of essential workers by inviting them to march in parade and BHA inviting essential workers to view parade from Barney Ford lawn.
 - Parade route down Main St (Watson to Park Ave). Closed to vehicle traffic 6am.
 - Crowd dispersion plan: After parade, planning to reopen north and south ends of Main St. while leaving from Ski Hill Rd to Adams closed to vehicle traffic throughout the day. Anticipating a high volume of pedestrians in that

core area. Closure supported by Streets and PD. Main Street would fully reopen to vehicle traffic around 6pm.

- Committee agreed that additional restrooms should be added to core of town on July 4.
 - BCA Chalk Art on Washington St. 11am – 4pm.
 - AirStage in Barney Ford Parking lot along with interactive video display 11am – 6pm. Arts District Campus will also feature family arts and crafts and art for sale from BCA resident artists.
 - NRO Concert at RWC 6-8pm. BEC discussion around expanding liquor license to cover RWC lawn. NRO to provide security and signage around not permitting outside any alcohol. Concert 6-8pm with security from 5-9pm. Committee had no objections. NRO will have further discussions with PD & BTO regarding lawn use during the day.
- e** Countywide Communication plan
- Breckenridge hosting only parade in Summit County – concern around crowding issues this could cause. Discussion around strategy for communicating countywide activations as well as parking and wayfinding messaging. In addition to traditional channels, suggestion for lodging collaborates to include in pre-arrival communication to guests.
 - Suggestion to increase bike parking to encourage bike usage.

III. Pending SEPA

- a** BEC reviewed SEPAs for events identified as having potentially significant impacts to Town. Committee had no concerns and overall supported these events.
- Jun-Aug BCA/Breck Music Summer Series
 - Meeting scheduled with Town Staff, Breck Music and BCA to review logistics and identify additional support needs. AirStage events are meant to be “hyper local” and focused on community that lives and works in Summit Country.
 - 8.14-20.21 Breck Epic
 - 9.12.21 Breckenridge Road Marathon
 - 10.2.21 Tedx Breckenridge @ RWC

IV. General Updates and Discussions

- a** Sponsor Tents at Events
- TC passed SEPA Ordinance revisions that will go into effect at end of month. They also approved the new event fee schedule. Goal for TC to review changes to Special Event Rules and Regulations June 22. If everything goes as planned, all changes would be effective July 6th.
 - Based on TC feedback, proposing two recommendations for Rules and Regs in regards to Sponsorship Tents. 1) Sponsor tents need to be an integral part of event itself, engaging participants with event. 2) The sponsor should be present during the event and not for an extended time before or after.
 - Goal to put these changes in Rules and Regs and start engaging sponsors to be part of events to see if that eases some of the issues TC and community members have experienced.
 - BEC supported the recommendations and strategy.
- b** In-person meetings.
- BEC will move back to in-person meetings starting in July. Goal to try for a hybrid model that would enable some level of virtual participation.
- c** Breckenridge Expectations Survey/Events Questions
- Third round of Breckenridge Expectations Research (2017/2019/2021). This time survey focused on forward-looking needs for the community coming out of COVID. RRC presented preliminary findings to TC last week. Community roll out will happen in BTO Annual Meeting/Summer Preview on June 17th

- Some key takeaways on questions related to special events.
 - People generally believe special events add value to Breckenridge and believe Breckenridge Iconic Events to be the most valuable.
 - Most respondents prefer to keep about the same number of events.

V. Review Past Events

a 5.28.21 Summit Class of 2021 Graduation Parade

- Overall positive feedback around planning efforts and overall execution. Peyton Rogers compiling feedback from key stakeholders.

VI. Meeting adjourned at 10:12am

Fourth of July Programming - 2021

DATE / TIME	WHAT	LOCATION	WHO	NOTES
JULY 1 – 3	Main Street Station July Art Festival	Main Street Station	Rocky Mountain Events	
JULY 2 – 3	Drive In Movie	CMC	BCA	“Independence Day,” rated PG-13 and A League of Their Own,” rated PG
JULY 4 TH				
6:00 AM	Main Street Road Closure	Main Street From French to Park Ave and Park Ave from Main Street to RWC North Bound	Public Works	
7 - 11 AM	Independence Day 10K Start	Carter Park	Rec Dept	
9:30 AM	Firecracker 50 leads parade	Staged Ski Hill to Wellington	Westy and F50 participants	
10:00 AM	Parade Begins	Wellington to Watson	BTO	
TBD	Viewing for Essential Workers on Barney Ford lawn	Barney Ford Lawn	Heritage Alliance	
10:00 - 11:30 AM	Parade Down Main Street	Watson to Park Ave	Registered Parade Floats	
11 AM – 4 PM	Chalk Art on Washington Street	Washington Street	BCA	
11 AM - 6 PM	Air Stage	Arts District	BCA	
6 - 8 PM	NRO Concert	RWC	NRO	

BCA & Breck Music Series Overview

Breckenridge Arts Square Summer Series – Barney Ford Parking Lot (BCA, BM, BF)

- Tuesday, 6/15 – AirStage Media and Donor Preview - 11am to 1pm
- Wednesday, 6/23 – Bike in Movie - 1pm to 7pm
- Friday, 7/2 – Airstage, Video Art Installation, Crafts - 11am to 7pm
- Saturday, 7/3 – Airstage, Video Art Installation, Crafts - 9am to 7pm
- Sunday, 7/4 - Airstage, Video Art Installation, Crafts, Chalk Art on Washington – 11am – 7pm
- Sunday, 7/25 – FAM JAM, Airstage, Video Art Installation, Crafts - 11am to 1pm
- Wednesday, 7/28 – Bike in Movie, Airstage, Video Installation, Crafts, 1pm to 7pm
- Wednesday, 8/25 – Bike in Movie, Airstage, Video Installation, Crafts, 1pm to 7pm

Breckenridge Summer Drive-in Series – CMC Parking Lot (BCA)

- Friday, 6/18 – No time set
- Saturday, 6/19 – No time set
- Friday, 7/2 – No time set
- Saturday, 7/3 – No time set
- Friday, 7/16 – No time set
- Saturday, 7/17 – No time set
- Friday, 7/30 – No time set
- Saturday, 7/31 – No time set
- Friday, 8/13 – No time set
- Saturday, 8/14 – No time set
- Friday, 8/27 – No time set
- Saturday, 8/28 – No time set

AirStage Block Parties

(BCA/BM)

- Friday, 6/25 – Airport Road Lot (parking lot by River Park), 4pm Solidarity Talk, 6pm to 9pm event (BCA, BM)
- Thursday, 7/8 – Wellington Central Park, 6pm to 9pm
- Friday, 7/9 – River Park, 6pm to 9pm
- Thursday, 7/22 – BGVCC Parking Lot (lot closure), 6pm to 9pm
- Friday, 7/23 – Silver Shekel (not in Town limits) 6pm to 9pm
- Saturday 7/24 – Location TBD, 6pm to 9pm
- Thursday, 8/19 – Location TBD, Time TBD
- Friday, 8/20 – Location TBD, Time TBD
- Saturday, 8/21 – Popsicle Park, 6pm to 9pm

AirStage Summer Series

(BCA/BM)

- Sunday, 8/8 – FAM JAM 2, Barney Ford Lot, 11am to 1pm
- Tuesday, 8/10 – Tiny Porch 1, Carter Park, 11am to 12pm
- Wednesday, 8/11 – Tiny Porch 2, Carter Park, 11am to 12pm
- Thursday, 8/12 – Tiny Porch 3, Barney Ford Lot, 11am to 12pm
- Sunday, 8/15 – FAM JAM 3, Barney Ford Lot, 11am to 1pm



Memo

To: Breckenridge Town Council Members
From: Haley Littleton, Communications
Date: 6/2/2021
Subject: Council Goals Document and Outreach

Council has expressed a desire for the Council Goals to be incorporated into an ever-evolving document that is updated as projects are completed and added, as well as a 2021 version that incorporates an overview of the vision/history of the goals and a COVID-19 response/assistance addendum. Staff has included the updated document for Council's review.

In shifting from viewing these not simply as Council driven goals but community-wide partnership initiatives that were developed with extensive community input and engagement and to educate residents and visitors of the Town of Breckenridge's priorities and progress, the staff is suggesting the following outreach and education plan:

Document/Reporting Mechanism: Staff is suggesting the distribution of the document to all groups and organizations that are involved with and applicable to these goals for review and contribution. Similar to the community wide Sustainable Breck report and Mountain IDEAL process, staff is suggesting that the larger document include how other businesses and organizations in Breckenridge are contributing to the success and fulfillment of these goals. For example, an expanded segment on the "More Boots & Bikes, Less Cars" goal might include an update on the promotion/growth of lodging shuttle programs or how businesses are encouraging green commutes. This allows other entities in Breckenridge to celebrate their own progress and feel ownership in these goals.

Social/Press: Staff is suggesting a social campaign that incorporates testimonials from key locals that were involved in the process of creating the Destination Management Plan and the Council Goals. It is important for the community to hear from individuals about why these goals are important to them and to Breckenridge alongside the Town of Breckenridge and Council voices. Staff is suggesting 30 second - 1 minute social videos to be distributed across all platforms. These videos and social media assets can also include businesses and organizations who are achieving these goals in their own way to further promote ownership and encourage other businesses to join in. Staff is suggesting that over the next four months, each month is dedicated to one of the Council goals and includes a deeper explanation of the goal, updates on progress, and ways for the community to contribute. July: More Boots & Bikes, Less Cars | August: Environmental Stewardship | September: Year-Round Economy | October: Hometown Feel & Authentic Character.

Community Engagement: Staff is suggesting that in place of (or in addition to) our usual "state of the town" that the Town hosts a town hall or community listening session about the Council goals, their vision, what the Town has done to reach them, and how people feel the goals could be achieved. If we have seen anything from the equity listening session and the housing discussion, it's that our residents have great ideas and creative solutions to bring to the table to address these issues innovative ways. We could also host a few key community speakers to talk about how certain goals resonate for them. In addition, staff is suggesting that the Town puts out a call for emails to mayor@townofbreckenridge.com on how individuals feel the Town can address these goals.

Questions for the Council:

1. Is the Council agreeable to the strategies presented?
2. Is there anything additional that the Council wishes to see?



2021

COUNCIL GOALS

Created by the Town of Breckenridge and the Breckenridge Town Council





HOW WERE THESE GOALS DEVELOPED? HISTORY & VISION

History

The Breckenridge Tourism Office, at the direction of the Town of Breckenridge, led the creation of the Breckenridge Destination Management Plan (DMP) in 2019 to ensure economic sustainability for the community while preserving the quality of life for residents and quality of place for visitors.

Over the 12-month development period, community members from around Breckenridge shared their views on the opportunities and challenges in the local visitor economy in a variety of formats including **35+ one-on-one interviews, 13 focus groups with various industry and community segments, and three town halls with a wide cross-section of participants.**

Vision

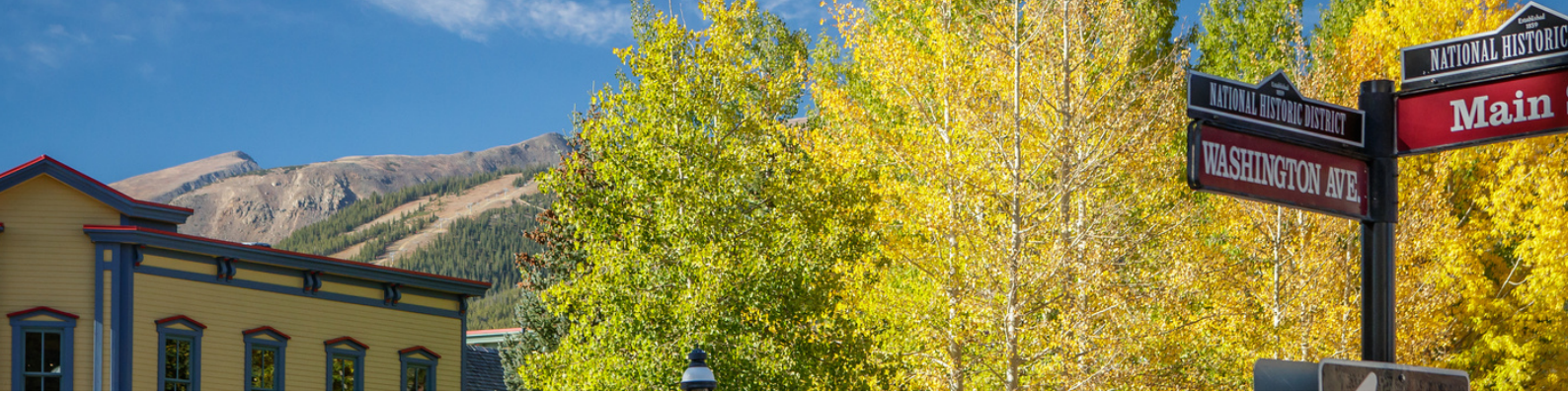
Harmony of Quality of Life for Residents and Quality of Place for Visitors

DMP Goals include:

- Deliver a balanced year-round economy driven by destination tourism by 2024
- Elevate and fiercely protect Breckenridge's authentic character and brand — our hometown feel and friendly atmosphere
- More boots and bikes, less cars
- Establish Breckenridge at the leading edge in mountain environmental stewardship and sustainable practices

2021 Updates:

On behalf of the Town, the Breckenridge Tourism Office launched its third installment of the Resident Sentiment survey, last conducted in Summer 2019 and Winter 2017. The survey is an ongoing part of the Breckenridge Destination Management Plan and helps the Town of Breckenridge better understand community preferences and expectations for the future.



COVID-19 RESPONSE

With the COVID-19 pandemic, several of the Council's community-wide goals were pivoted, paused, or pushed back. The main priority for the Breckenridge Town Council has been weathering the pandemic in a safe and sustainable way through partnering with the community, other governmental agencies, and non-profit partners.

Our Breckenridge Resiliency Taskforce, made up of key community members, has met frequently to outline steps for local businesses and tourism while ensuring the safety and wellbeing of our workers, residents, and visitors. Breckenridge has fared well thanks to the creativity and grit of our community members and businesses. The Town of Breckenridge was one of the first towns to institute a mask mandate and continues to prioritize health and safety.

Breckenridge is a resilient community that has thrived throughout the many iterations of life in Colorado. We are confident that we will get through this together and come out stronger on the other side. We are aware of the challenges ahead but trust that all of the innovative organizations and individuals in our town will help us adapt and evolve to the future. When we invest in our businesses and individuals that make our community thrive, we invest in a better and brighter future.

COVID-19 ECONOMIC ASSISTANCE

At the beginning of the pandemic, the Breckenridge Town Council immediately recognized the need to act to ensure the vibrancy of our local community and economy. Our local businesses and employees are what makes Breckenridge an authentic mountain community, which is precisely why others love to visit. After forming a task force with local business owners, the Council realized that rent was the biggest hurdle for both businesses and individual employees.

Council approved an initial \$1 million for the Breckenridge Small Business Relief Program. The purpose of this grant program was to provide some immediate rent support for the Town's entrepreneurial small businesses. It is intended to be a bridge grant allowing the business tenant to pay rent while other relief options are pursued. Council approved two additional rounds of funding for small businesses.

The Council also approved an initial \$500,000, with several more rounds, to the Family Intercultural Resource Center's COVID-19 Advocacy Program. This program offered rent relief for qualifying individuals and also helped guide individuals through accessing other resources and assistance.

Since the beginning of the pandemic, the Town has funded approximately \$2.9M (\$1.8M for business relief and \$1.1M to FIRC) in rent relief. The Town of Breckenridge has assisted **280 businesses and 326 renters**. Many of the businesses and renters received assistance more than once and have stated that these funds allowed them to stay in Breckenridge and Summit County through the pandemic.

MORE BOOTS & BIKES, LESS CARS

Overall objectives of this Town Council Goal:

- Improve pedestrian access, lighting, safety, and use of crosswalks (Nelson/Nygaard)
- Increase public transportation use and busses
- Reduce visitor and resident car traffic by 10% (Nelson/Nygaard)
- Develop and implement a balanced parking and multi-modal transportation plan that preserves the character of the community



UPDATES

COVID-19 has affected progress on our mission to improve pedestrian access and increase utilization of public transportation. The FreeRide transit service did not operate from mid-March through May. Though service has been operational through the summer and fall, capacity limits and overall rider comfort with confined spaces have reduced ridership. Vehicle traffic numbers (dramatically reduced during the shutdown) increased over the summer and were flat during the fall. Due to changing COVID conditions, no Travel Demand Management (TDM) initiatives have been implemented this year.



LEADING ENVIRONMENTAL STEWARDSHIP

Overall objectives of this Town Council Goal:

- Develop cutting edge messaging/programs around responsible tourism and responsible citizenry
- Improve current recycling programs, usage, and education
- All major events are zero waste by 2024
- Identify and earn appropriate national sustainability certification
- Implement action that further the Town's efforts towards suitability and reduction of our community's carbon footprint.



Community Development staff, specifically Jessie Burley, and members of the Town's "Green Team" continue to effectively push sustainability messaging through the SustainableBreck website, SustainableBreck newsletter, and presence on Social Media platforms. **A few highlights include:**

- Continuing "BYO Bag" marketing and "Chuck the Cup", the BTO "Treehugger", and "Breck Ready" (leave no trace adaptation) campaign.
- Assisting businesses transitioning cooking grease haulers and signing up new composting businesses, free food scrap residential drop-off, employee composting buckets, and rollout for 2021 plastic bag ban and outreach.
- All major events now contract with zero-waste service providers; assisting BCA & Breck Film drive-in events to minimize impacts and provided no-idling pre-arrival and event night education.
- Submitted an application for Mountain IDEAL sustainable tourist destination certifications; participating in a third-party audit for certification; expect certification by the end of 2020.
- EV plan is underway, 22 charging ports installed, Fleet study and analytics completed, 3.6 MW of solar through community solar gardens secured (online in 2021), Solarize Summit (20 homes went solar in 2020), secured \$650,000 for 500kw solar system on Alta Verde.
- Major sustainable building code and development code updates adopted, a working group on outdoor energy efficiency exploring programs and policies, researching natural gas ban, net-zero Alta Verde housing project in development.

UPDATES

DELIVER A BALANCED YEAR ROUND ECONOMY

Overall objectives of this Town Council Goal:

- Ensure long-term economic viability irrespective of climate conditions by diversifying and amplifying arts, historic, culinary products, and experiences on a year-round basis
- Attract and retain entry and mid-level workforce.
- Fill in need periods; Metrics: Sales tax revenue, occupancy, visitor mix ratios – more level across 12 months
- Provide reliable and Competitive Broadband services to citizens/businesses/visitors



The current COVID pandemic has forced a shift in focus from long-term needs to current economic needs. The BTO has enacted a strategic focus on drive markets, excluding COVID hotspots per John Hopkins data. As the current COVID status in Summit County changes, the BTO will adjust its strategic focus.

- A meeting of Human Resource specialists, planned for earlier in the year, was postponed due to the COVID pandemic. The group will plan to reassemble post-COVID to discuss compensation strategies, medical benefits, employee housing, and childcare needs.
- During the pandemic, the Town's economic COVID response has included: A BTO/TOB co-chaired Recovery/Resiliency taskforce, Planning, production, and promotion of Walkable Main, Two rounds of rental relief for businesses and workers with a third round of funding planned for January.
- COP funding supported a successful \$10M Fiber9600 build in 2020. In 2020, new fiber was installed and passed by 1,347 premises; 126 residential installations, 42 business installations, and 12 Town building installations were completed.

UPDATES



HOMETOWN FEEL & AUTHENTIC CHARACTER

Overall objectives of this Town Council Goal:

- Protect cultural heritage & National Historic Designation
- Develop more robust peak day management strategy
- Augment transit services (public and private), increase messaging regarding not using cars in town, reconsider parking fee structure for peak season
- Develop more family-oriented programming and events
- A “to be determined” % of the Breckenridge workforce lives in Town and there is a diversity of housing types and prices for locals (sufficient to preserve the sense of community and support the local economy)
- Further short-term rental regulation, Buildout employee housing and rental units/programs
- Ensure access to affordable quality childcare for local working families
- Enhance and develop avenues for citizens to engage with the Town of Breckenridge so they are informed, feel heard, become involved, and collaborate to find solutions



UPDATES

Through the COVID pandemic, Town and BTO staff continue to fiercely protect the authentic character and brand of Breckenridge. The council lead the way with the creation of a mandatory mask zone in support of the health and wellbeing of our community and creating a safe environment for guests. A “Resiliency” community, made up of a varied group of business owners, community members, and local leaders, continues to work diligently on a plan for recovery and continued prosperity while COVID restrictions are in place. Even while protecting the authentic character and brand of Breckenridge during COVID, staff have continued to work on this long-term goal. **Other goal-specific accomplishments include:**

- Locally landmarked two additional structures - King Residence and St. John’s Church
- Community Development (CD) continues to search for a reliable way to collect data and develop a metric to determine the number of jobs in Breckenridge filled by Breckenridge residents. This information is not readily available. CD continues to research options.
- Additional housing units have or will be added to the current inventory, including the Alta Verde project, thirteen (13) deed-restricted buy-down units, nine of which were previously short-term rentals, and fourteen (14) deed-restricted market-rate units through Housing Helps.



UPDATES (CONT)

- The Town continues to provide childcare tuition assistance for 81 families/106 children for 2019-2020 and to date have approved 53 families/72 children for 2020-2021. The Town assisted the Childcare Centers financially and supportively by continuing tuition assistance throughout the April and May COVID closures of the centers. A childcare sub-committee has been created to focus on a 2022 ballot measure intended to secure a long-term funding source for the tuition assistance fund.
- Citizen engagement and outreach continue to be a focus for Town and BTO staff. Efforts include: Developed and continue to expand the monthly Connect with Breck newsletter. Created and continue the weekly Mayor's updates which have proven extremely successful on social media.
- Zoom council meetings continue to allow citizens to feel engaged. The creation of the "Mayor's email address" has been a great way to avoid the cumbersome website form and allow citizens to communicate their ideas and feelings with the Council freely.
- In June 2020, Council created the Breckenridge Social Equity Advisory Commission and contracted with The Social Equity Project. Commission applications were collected, interested applicants interviewed, and in December Council approved the candidates recommended by the interview. The first meeting will occur in January.





Memo

To: Planning Commission
From: Luke Sponable, Planner II
Date: June 2, 2021 for June 8th Town Council Meeting
Subject: Town Project: Block 11 Net Zero Apartments Workforce Housing Project

The Block 11 Net Zero Apartments Workforce Housing Project is being reviewed as a Town Project. All public noticing requirements for the approval of a Town Project have been fulfilled as required under the adopted Town Projects Ordinance amendment (by Council Bill No. 1, Series 2013).

The application is for the construction of three deed restricted workforce housing apartment buildings with 27 one-bedroom apartments totaling 20,679 sq. ft. The buildings are sited on 2.14 acres. The entirety of the project will be deed restricted workforce housing. The project will provide 62 parking spaces; 27 within carports, and 35 located on exterior surface parking spaces.

The Planning Commission held a town project hearing on June 1st in which the Planning Commission recommended the Town Council approve the project (with a vote of 6-0). There was one public comment heard which expressed concern over additional traffic and potential speeding on Flora Dora Drive and requesting that additional traffic calming measures be taken. Detailed Planning Commission meeting minutes are included in the Town Council packet.

Attached to this memo is a complete staff report, substantially the same as presented to the Planning Commission and attachments including site plan and point analysis with a passing score of positive ten (+10) points and the attached findings and conditions.

Staff also notes that if approved by the Town Council, density (14.16 SFES) will be required to be transferred to the site.

If the Council agrees with the Planning Commission's recommendation after the public hearing in the evening meeting, a motion for approval is provided below.

I make a motion to approve the Block 11 Net Zero Apartments Workforce Housing Project, PL-2021-0139, located 20, 40 & 60 Dredge Dr., with a passing point analysis of positive ten (+10) points, along with the attached Findings and Conditions.

Staff will be available at the meeting to answer any questions.

Town Council Town Project Hearing Staff Report

- Subject:** Block 11 Net Zero Apartments Workforce Housing Project
(Town Project Hearing – PL-2021-0139)
- Proposal:** A proposal to construct three deed restricted workforce-housing apartment buildings with 27 one-bedroom apartments totaling 20,679 sq. ft. The buildings are proposed on Lot 6B and a portion of Lot 7 Denison Placer Subdivision. A future subdivision of the site will form a property of approximately 2.14 acres. The entire project is proposed to be net zero energy with the use of roof mounted solar. The project will provide 62 parking spaces; 27 spaces within 5 proposed carports, and 35 exterior surface parking spaces.
- Date:** June 2, 2021 (For meeting of June 8, 2021)
- Project Manager:** Luke Sponable, Planner II
- Applicants:** Peter Weber, Coburn Partners
- Owner:** Town of Breckenridge
- Address:** 20, 40 & 60 Dredge Dr.
- Legal Description:** Lot 6B & a portion of Lot 7, Denison Placer Sub. (pending resubdivision)
- Land Use District:** 31: Commercial, Industrial, Public Open Space, Public Facilities (including, without limitation, Public Schools and Public Colleges), child care facilities, and surface parking. Employee housing is an allowed use but only on Block 11 of the Breckenridge Airport Subdivision (aka Runway Subdivision).
- Site Area:** 2.14 acres (93,519 square feet)
- Site Conditions:** The site is devoid of almost all vegetation. The site has a number of existing easements including a 25' Water easement running between 40 and 60 Dredge Dr, a storm sewer easement along the north side of the property and an underground detention pond at the northern corner.
- Adjacent Uses:** North: Blue 52 and COTO Flats Deed Restricted housing
South: Undeveloped Block 11 property
East: Blue River, Rec Path and Highway 9
West: Light industrial uses, Airport Rd.
- Density:** **Maximum allowed under LUGs:** Employee housing consisting of an approved mix of housing types (single family, duplexes, and multi-family units) with a maximum density of 20 UPA is permitted on Block 11 if consistent with the Town's adopted Vision Statement for Block 11. All other property located within the Breckenridge Airport Subdivision, except Block 11, shall have a density (FAR) of 1:4.

14.16 SFEs = 16,995 sq. ft. (apartment @ 1,200 SF per SFE)

	Allowed per Master Plan (20 UPA):	59,064 sq. ft. (15% bonus)
	Proposed: (6.6 UPA)	16,995 sq. ft.
Mass:	Allowed:	70,876.8 sq. ft. (15% bonus)
	Proposed:	20,679 sq. ft.
Height:	Recommended: - 35' mean (no overall building height limit for multifamily residential buildings)	
	Proposed:	35' 2" to mean (2" over; -5 points)
Lot Coverage:	Building / non-Permeable:	9,567 sq. ft. (10% of site)
	Hard Surface / non-Permeable:	31,580 sq. ft. (34% of site)
	Open Space / Permeable Area:	52,372 sq. ft. (56% of site)
Parking:	Required:	
	Multi-Family (1.5 spaces per dwelling unit):	40.5 spaces
	Proposed:	62 spaces
Snow Storage:	Required:	7,237 sq. ft. (25% of paved area)
	Proposed:	8,916 sq. ft. (28%)
Setbacks (Perimeter Setbacks):	Required:	
	Absolute Residential:	Front: 10 ft. Side: 3 ft. Rear: 10 ft.
	Relative Residential:	Front: 15 ft. Side: 5 ft. Rear: 15 ft.
	Proposed:	
	Residential:	Front: 67 ft.* Side: 12 ft. Rear: 22 ft.

*Front setback will be 17 ft. once Flora Dora Drive ROW is created which complies with the absolute and relative setback.

Item History

The Property

Block 11 is approximately 72 acres and is located towards the northern end of the Town limits on the west side of Highway 9 between Coyne Valley Road and Valley Brook Street. The property was acquired jointly by the Town and the Summit School District through a condemnation process. The Town quit claimed two parcels (approximately 20 acres) to the School District and retained ownership of the remaining 52 acres. Upper Blue Elementary School is on one of the School District parcels and the other 8.7 acre School District parcel is vacant. In 2007, the Town Council entered into an MOU and approved the Colorado Mountain College site plan on 16 acres. Approximately 7.5 acres of the south end of the property has been developed as a Police Station, Timberline Child Care, and Valley Brook Townhomes. To the north, a number of developments have been constructed including Blue 52, Denison Apartments and Moose Landing. Approximately 25 acres of land remains undeveloped on Block 11 and is currently master planned for workforce housing, internal parks and right of way.

Vision Plan

In 2007, the Town contracted DTJ Design to create a Vision for Block 11. In 2009, the Town Council formally endorsed the 2007 Vision Plan (The Plan) for Block 11 by Resolution and amended the Town Land Use District Guidelines (LUGS) to reference the Plan and to allow employee housing (maximum 20 UPA/35' height), public facilities, schools, and surface parking. Prior to the amendment to the LUGS, no density was permitted on Block 11 as it was originally intended as an airport runway.

The Plan allows for a variety of housing types. These include single family, duplexes, carriage homes, triplexes, townhomes, and manor homes (6-10 unit buildings). The higher density option includes more manor homes and townhomes, and fewer single family homes. The Plan also encourages a variety of income targets mixed within the blocks, and for-sale, as well as rental housing. The Plan shows the blocks angled to maximize solar opportunities and configured to allow for phased development based on market conditions.

Work Session

The Planning Commission reviewed and provided feedback at the previous work session held on May 4, 2021 and discussed key design elements including height, architecture and circulation. At their June 1st meeting, the Planning Commission reviewed and recommended approval of the project. Their detailed comments are documented in the meeting minutes.

Staff Comments

Land Use (Policies 2/A & 2/R): Employee housing is an allowed use on this area of the Block 11 property per LUD 31. Staff has no concerns.

Density/Intensity (3/A & 3/R)/Mass (4/R): The density proposed at 6.6 units per acre (UPA) is below the 20 UPA maximum. Section 9-1-19-3A(D)(3) states, *Notwithstanding subsection D(1) of this section, a project located outside of the conservation district which consists of all employee housing units as herein defined, shall be allowed one hundred and fifteen percent (115%) of its otherwise permitted density under the controlling development policy or document, including, but not limited to, the land use guidelines, master plan, planned unit development agreement or other controlling site specific rule, regulation or court order.*

In addition, there is a mass bonus of 15% allowed for apartments. However, the proposal is significantly below both the density and mass allowed even without the allowed density and mass bonuses. Staff has no concerns.

Per Section 9-1-19-3 (Absolute) (E), *When new employee housing projects are developed within the corporate limits of the Town, the Town government may, in its sole discretion, transfer density it owns to the employee housing project at a one to one (1:1) ratio (i.e., transfer one development right for every one employee housing project units permitted to be built).*

With 14.16 SFEs proposed, 14.16 SFEs will be required to be transferred to this site per the policy.

Building Height (Policies 6/A & 6R): The Land Use District recommends a maximum mean height of 35'. The proposed buildings are 35' 2" at the mean.

Per the Development Code, the first two stories are counted as 13-feet tall each and subsequent stories are counted at 12-feet tall each. Hence, a 2-story building will have a height of 26 feet, measured from the highest point of a flat or shed roof: *The greatest dimension, measured vertically, of a building between the highest point of a flat, shed, or mansard roof to the finished grade.* In addition, the relative portion of this policy allows this height to be exceeded with negative points being incurred:

(2) Outside The Historic District:

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

-5 points	<i>Buildings that exceed the building height recommended in the land use guidelines, but are no more than one-half (1/2) story over the land use guidelines recommendation.</i>
1 x (-1/+1)	<i>2. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. Long, unbroken ridgelines, fifty feet (50') or longer, are discouraged.</i>

The height of a building is measured from any point from within a building's foundation or around a building's foundation perimeter to a point *directly below*. For flat or shed roofs, measurement is taken from points around the outside edge of the building's perimeter to existing grade or finished grade and from within the building's foundation perimeter to the established finished grade. We also note that in every case, building height is measured per the Development Code from the grade directly below, not by U.S.G.S. elevation.

The height of the tallest portion of any of the buildings is 35' 2" to the roof mean measured to the proposed grade below. This exceeds the building height recommended in the land use guidelines but is less than one-half (1/2) story over the recommended 35'. Staff finds the proposed height warrants negative five (-5) points under Policy 6/R.

As noted above, negative points may be awarded to buildings that have unbroken ridgelines exceeding 50'. Each building has an unbroken ridgeline greater than 50', which warrants negative one (-1) point.

Architectural Compatibility (Policies 5/A & 5/R): In general, staff is comfortable with the overall direction of the architectural design. The apartments are based on the existing COTO flats apartments, which were approved in 2017. Changes include the location of the entry to access the parking areas and changes to the roof forms to accommodate the large solar installation needed to achieve net zero. The Town Council reviewed the proposal at their April 14, 2021 meeting and generally supported the design. The exterior materials of the building feature fiber cement lap siding, fiber cement board and batten siding, stained timber frame and fiber cement fascia. Policy 5/R states, *Fiber cement siding may be used without the assignment of negative points only if there are natural materials on each elevation of the structure (such as accents or a natural stone base) and the fiber cement siding is compatible with the general design criteria listed in the land use guidelines.*

Past Precedent

1. Valley Brook Townhomes, PC#2009030. Predominate use of non-natural materials. Negative six (-6) points were awarded.
2. Valley Brook Learning Center, PC#2007107. Predominate use of non-natural materials. Negative six (-6) points were awarded.
3. CMC Site Plan, 2007, no PC#. Majority of building material is brick. Negative six (-6) points were awarded.
4. Breckenridge Golf Course Maintenance Shops Addition, PC#1999175. All metal building. Negative six (-6) points were awarded.
5. Recreation Center Expansion/Remodel and new Indoor Tennis Building, PL-2017-0004. Predominate use of non-natural materials. Negative six (-6) points were awarded.
6. Denison Apartments, PL-2018-0206. Building materials consisted of 100% non-natural materials. Negative six (-6) points were awarded.

With all elevations of the buildings consisting of nearly all cementitious material (siding and trim), staff is recommending negative six (-6) points.

20 and 60 Dredge Drive will utilize the same color pallette of a grey green body and beige base while 40 Dredge Drive will utilize a grey brown body and chocolate base. The colors have been slightly modified since the work session to respond to Planning Commission comments.

Solar Panels

3. Outside of the Conservation District a solar device shall be located based upon the following order of preference. Preference 1 is the highest and most preferred; preference 6 is the lowest and least preferred. A solar device shall be located in the highest preference possible. The order of preference for the location of a solar device outside of the Conservation District is as follows:

(1) as a building-integrated photo-voltaic device;

(2) flush mounted (9" above the roofline) panel on an accessory structure roof, or as a detached array of solar devices;

(3) flush mounted roof panel on the primary structure or screened detached array;

(4) a tilted roof mounted panel that is not highly visible from the public right of way;

(5) a tilted or angled and tilted roof mounted panel that is not highly visible from the public right of way;
and

(6) a tilted or angled and tilted roof mounted panel that is highly visible from the public right of way. *(Emphasis added)*

This policy also considers the visibility of solar panels from adjacent properties and from public rights-of-way. It encourages that visibility of panels be reduced to the extent possible.

The intent of this policy is to encourage solar panels in the locations that have the least visual impact on the community and adjacent properties while still maintaining good solar access. Staff believes the applicants have done a good job integrating the roof mounted panels into the design of the primary buildings. These panels are flush mounted and the undeveloped portion of the Block 11 parcel is to the south. The panels will not be easily visible from any surrounding right of ways. Staff has no concerns with the roof mounted panels on the primary buildings and believe they meet our preferred criteria.

The proposed roof mount solar arrays on the carport are proposed as flush mounted on the flat roof portions. The carport solar arrays are not highly visible due to the flat nature of the roofs and panels. Staff has no concerns with the roof mounted panels on the carports and believe they also meet our preferred criteria.

Site and Environmental Design (7/R): The Town hired Tetra Tech to create an over lot grading plan for the entire Block 11 parcel which the majority of work for this section of the plan has already been completed. The goal of plan was to take the grade of the entirety of Lot A-1 and integrate it more toward the river parcel, dropping the grade to relate the future housing units to the river. For this section of Lot A-1 which contains Denison Placer Housing Phase 1 and 2, the site remains relatively similar and flat toward the west (Airport Road, Rock Pile Ranch) and north (CMC), while it drops approximately 6 feet as the site lowers towards the river bank.

Policy 7/R (B) also encourages new developments to be adequately buffered from neighboring properties. The proposed design shows significant landscaping to provide a buffer for the Blue 52 and COTO Flats development as well as any future development on the remainder of Lot 7. In general, the design shows abundant open space and features substantial landscaping that appears to buffer the project well from adjacent right of ways and properties.

Energy Conservation (33/R): The project is designed to be a net zero energy project and is eligible for positive six (+6) points under Policy 33/R.

Points	New Structures; Percent Energy Saved Beyond IECC and SSBC Standards ² ,Whichever Code Is The Most Restrictive
+2	20% - 39%
+3	40% - 59%
+4	60% - 79%
+5	80% - 99%
+6	100+%

“Net zero energy” means that the project will generate at least as much energy as it consumes over the course of a year. Solar panels will be placed on building and carport roofs. Total kilowatts of the system has not yet been determined.

The project is providing 2 EVSE Installed parking spaces and 13 EV capable parking spaces, which meets the minimum requirements of the Building Code. One additional EVSE Installed spaces is proposed for the additional Blue 52 parking spaces along McGee Ln. No points were awarded under this policy related to EVSE or EV capable parking spaces since the use of the EVSE Installed space is not intended for residents of this development.

Social Community (24/A & 24/R): Per Section A. of this policy, any application with 100% of project density as employee housing receives positive ten positive (+10) points if it is rented at a rental rate affordable to 80 percent of the Area Median Income (AMI) for Summit County or less and the deed restriction complies with the Town's current deed restriction standards. Since this project contains 100% employee housing density and will have a current workforce housing deed restriction placed on the property, the project warrants positive ten (+10) points.

Additionally under Section B of this Policy, projects that are identified as a Town Council Goal within a three year proceeding date of submittal are eligible for additional positive points.

The 2018 Town Council Goals included a desire to develop workforce housing at this location on the McCain property. For a project offering this much public benefit and a scope this large, staff recommends positive six (+6) points based on past precedent.

Council Goals that have received positive six (+6) points in the recent past:

2020- Alta Verde

2020- Gondola Lots Public Parking Structure

2018- Tiger Dredge Parking Structure

2017- Second Water Treatment Plant

2014 - Pinewood Village 2

2012 - Harris Street Community Building Restoration, Rehabilitation, Addition and Landmarking

2011 - McCain Solar Garden

Access / Circulation (16/A & 16/R; 17/A): Vehicular access is proposed off an extension of Flora Dora Dr. and the new, private, Dredge Dr. Dredge Dr. features access to the carport parking areas, perpendicular and parallel street parking and the dead end is sized for an emergency vehicle turnaround. The Planning Commission had no concerns.

A number of 6' concrete sidewalks and some soft surface trails will facilitate safe pedestrian circulation around the site including access to the carports, trash enclosure and amenity areas. Planning Commission finds the proposed internal circulation to be appropriate.

Parking (18/A & 18/R): The project proposes 62 parking spaces, 27 spaces in carports and 35 surface parking spaces. This exceeds the required 41 spaces by 21 spaces, allowing for additional resident and guest parking. A portion of 9 additional spaces shown on the north end of the site were not included in the parking calculations as they are intended to alleviate parking issues on the Blue 52 property. One EVSE Installed space is proposed for these spaces. An Encroachment License Agreement will be completed for the 9 additional spaces. The Planning Commission had no concerns.

Storage 14/R: The project proposes 27 storage units totaling 705 sq. ft. (23 sf. – 35. sf each) located on the first floor of each building and 27 storage units totaling 675 sq. ft. (25 sf. each) within the carports. This represents 8.1% of the project's total density, which is greater than the recommended 5% for interior storage.

Landscaping (22/A & 22/R): The landscaping plan appears to adequately screen the structures and beautify a currently barren site. A number of native seed lawn areas are proposed as public spaces for the residents. The landscaping plan consists of 69 deciduous trees with a minimum of 2” caliper, 13 of which are multi-stem, 27 native evergreen trees at a minimum of 6’ in height and 120 native shrubs. The design team has shifted the proposed landscaping to provide better screening along the southern property line based on feedback received from the staff and the Commission. Planning Commission had no concerns.

Refuse 15/R: The plans show one common dumpster enclosure near the carport of 20 Dredge Drive. Due to the configuration of the intersection, the collection vehicle will be able to directly access the enclosure without driving through the entire site. Since the enclosure is not fully enclosed, staff is not counting it against the mass of the project. The dumpster will be constructed using the same style and materials as the carports. The dumpster is appropriately sized for the trash and recycling needs of the 27 units.

Open Space 21/R: 59% of the site qualifies as open space. This exceeds the recommended 30% for residential uses. Native seed lawns are proposed between building 60 and 40 with another to the north of building 20. Some seating and grill areas are also proposed. A sidewalk connection will be made to access the nearby Blue River and River Park Playground. Planning Commission had no concerns.

Utilities Infrastructure (26/A & 26/R; 28/A), Drainage (27/A & 27/R), and Hazardous Conditions 34/A: A 20-foot sewer easement and a 25-foot water easement run across Dredge Drive affecting the design of the parking and building alignment. A 25-foot water easement also exists between 40 and 60 Dredge Drive. All utilities will be underground. Planning Commission had no concerns.

Exterior Lighting (Sec. 9-12): The proposed lighting fixtures comply with the Town’s Exterior Lighting and Off Street Lighting Chapters. All lights proposed are full cut off fixtures and all proposed fixtures are at or below the maximum lumens and kelvins per fixture. All fixtures locations proposed meet the restrictions for height above grade, residential (<15'), pole height (<15') or (<10' pedestrian paths). The photometric plan has not been finalized but will be submitted to show the estimated foot-candle levels with maximum and average illumination of emitted light below two-tenths ($\frac{2}{10}$) foot-candle at the property line.

Point Analysis (Section: 9-1-17-3): The Planning Commission finds that this application meets all Absolute policies and recommends negative twelve (-12) points and positive twenty two (+22) points, which results in a passing point analysis of positive ten (+10) points.

Negative Points (-12)

- Policy 5/R Architectural Compatibility: Negative six (-6) points for 100% non-natural materials on all elevations.
- Policy 6/R Building Height: Negative five (-5) points for exceeding the building height recommended in the Master Plan by less than one-half ($\frac{1}{2}$) story.
- Policy 6/R Building Height: Negative one (-1) point for unbroken rooflines of 50’ or longer.

Positive Points (+22)

- Policy 24/R Social Community: Positive ten (+10) points, 100% of the project’s density is deed restricted affordable housing.

- Policy 24/R Social Community: Positive six (+6) points, the project addresses a specific need of the community which was identified in a yearly goals and objectives report.
- Policy 33/R Energy Conservation: Positive six (+6) points, the project is designed to be a net zero energy project.

Total Score (+10)

Planning Commission Recommendation

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013).

The Planning Commission recommended that the Town Council approve the Block 11 Net Zero Apartments Workforce Housing, PL-2021-0139, located at 20, 40 & 60 Dredge Dr. with the attached Point Analysis of positive ten (+10) points and the attached Findings and Conditions.

Town Project Impact Analysis				
Project:	Block 11 Net Zero Apartments	Positive	Points	+22
PL:	PL-2021-0139			
Date:	6/2/2021	Negative	Points	- 12
Staff:	Luke Sponable, Planner II			
		Total	Allocation:	+10
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		Site is designated for workforce housing.
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		under density
4/R	Mass	5x (-2>-20)		under mass
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)	- 6	Uses fiber cement siding on all elevations with little to no natural materials.
6/A	Building Height	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)	- 5	Exceeds the recommended height by less than one-half (1/2) story over the land use guidelines recommendation.
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 1	Unbroken ridges over 50 feet in length.
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		Meets all relative setbacks. Proposed: Front: 67 ft., Side: 12 ft., Rear: 22 ft.
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		

18/A	Parking	Complies		62 spaces proposed (27 carport, 35 surface)
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		56% of site
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)	+10	100% of project density is deed restricted workforce housing.
24/R	Social Community - Community Need	3x(0/+2)	+6	meets 2018 Council Goal.
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation			
	New Structures; Percent Energy Saved Beyond Adopted Residential Energy Code Standard			
33/R	Obtaining a HERS index	+1		
33/R	20-39%	+2		
33/R	40-59%	+3		
33/R	60-79%	+4		
33/R	80-99%	+5		
33/R	100%+	+6	+6	Net zero energy project
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		

33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
37/R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37/R	Special Areas - Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
38.5/A	Home Childcare Businesses	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		
50/A	Wireless Communications Facilities	Complies		

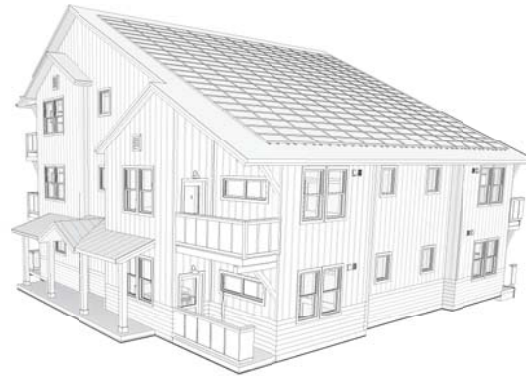
BLOCK 11 NET ZERO APARTMENTS

20, 40 & 60 DREDGE DRIVE,
BRECKENRIDGE, CO
FINAL CLASS A SUBMITTAL



BLOCK 11 APARTMENTS

DREDGE DRIVE,
BRECKENRIDGE, CO



ACCESSIBILITY PER PROJECT	
ICC A117.1-2009	
TOTAL ANSI A UNITS	3
TOTAL ANSI B UNITS	6
SUSTAINABILITY / NET ZERO	
2018 IECC COMPLIANCE	YES
3RD PARTY CERTIFICATION	TBD
PER BUILDING METRICS	
BUILDING FLOOR AREA	4893 SF
RES. FLOOR AREA	5665 SF
COMMON FLOOR AREA	1228 SF
NUMBER OF UNITS	9
1 BEDROOM UNITS	9
ANSI A 1 BEDROOM UNITS	1
ANSI B 1 BEDROOM UNITS	2
STORAGE	460 SF (225 SF IN CARPORTS, 235 SF IN BUILDING)
BUILDING COUNT	
TOTAL BUILDING COUNT	3
SITE PARKING	
TOTAL PARKING STALLS	62
PARKING LOT STALLS	27
STREET STALLS	35
PARKING PER UNIT	2.3:1
PARKING PER BEDROOM	2.3:1
ADDITIONAL BLUE 52 PARKING (NOT COUNTED FOR THIS PROJECT)	
ADDITIONAL STALLS	UP TO 9 MORE STALLS ON MCGEE
SHEET INDEX	
CIVIL	C100 SITE AND SIGNAGE PLAN
	C110 GRADING AND DRAINAGE PLAN
	C200 OVERALL UTILITY PLAN
LANDSCAPE	L1.0 LANDSCAPE NOTES
	L1.1 PLANTING SCHEDULE
	L2.0 LANDSCAPE PLAN
	L2.1 LANDSCAPE PLAN
	L2.2 SNOW STORAGE PLAN
	L2.3 SNOW STORAGE PLAN
	L3.0 LANDSCAPE DETAILS
ARCHITECTURAL	A0.6 ARCHITECTURAL SITE PLAN
	A0.7 SHADOW ANALYSIS
	A1.1 PLANS - LEVEL 1
	A1.2 PLANS - LEVEL 2
	A1.3 PLANS - LEVEL 3
	A1.4 PLANS - ROOF
	A2.1 NORTH AND WEST ELEVATIONS
	A2.2 SOUTH AND EAST ELEVATIONS
	A8.1 MATERIAL BOARD - BUILDING 20 & 40
	A8.2 MATERIAL BOARD - BUILDING 40
	A8.3 CARPORT 1 DETAILS
	A8.4 CARPORT 2 DETAILS
	A8.5 CARPORT 3 PLAN DETAILS
	A8.6 CARPORT 3 ELEVATIONS
	A8.7 CARPORT 4 DETAILS
	A8.8 CARPORT 5 DETAILS
	A8.9 TRASH ENCLOSURE DETAILS



VICINITY MAP
NTS

PROJECT TEAM	
ARCHITECT COBURN ARCHITECTURE P: 303-442-3351	OWNER TOWN OF BRECKENRIDGE P: 970-331-1172
STRUCTURAL & MEP RESOURCE ENGINEERING GROUP, INC. P: 970-349-1216	OWNER'S REP GOULDING DEVELOPMENT ADVISORS, LLC P: 970-331-1732
CIVIL ENGINEER MARTIN MARTIN P: 970-926-6007	LANDSCAPE ARCHITECT NORRIS DESIGN P: 970-368-7068
APPLICABLE BUILDING CODES	
2018 INTERNATIONAL BUILDING CODE (IBC)	
2018 INTERNATIONAL MECHANICAL CODE (IMC)	
2018 INTERNATIONAL PLUMBING CODE (IPC)	
2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)	
2018 INTERNATIONAL FUEL GAS CODE (IFGC)	
2017 NATIONAL ELECTRIC CODE (NEC)	
PROJECT INFORMATION	
BUILDING TYPE	MULTI FAMILY APARTMENTS
ZONING	LUD 31
SITE AREA	93,519 SF/ 2.14 ACRES
SETBACK MINIMUMS	FRONT: 15 FT, SIDE: 5 FT, REAR: 15 FT
CONSTRUCTION TYPE	5B NON RATED
OCCUPANCY CLASSIFICATION	R-2, S-2
FIRE SPRINKLER	NFPA 13R
STORIES	3
BUILDING HEIGHT	36'
UNITS PER BLDG	9
REPEATS ON SITE	3
TOTAL DWELLING UNITS ON SITE	27
TOTAL STORAGE AREA PER BUILDING	460 SF (225 SF IN CARPORT, 235 SF IN BUILDING)

DISCLAIMER:
THESE DOCUMENTS ARE PROVIDED BY COBURN ARCHITECTURE FOR THE DESIGN INTENT OF THIS SPECIFIC PROJECT AND ONLY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION METHODS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR EXECUTION OF THESE DOCUMENTS AND WORK OR MATERIALS SUPPLIED BY ANY SUBCONTRACTORS. ALL WORK SHALL COMPLY WITH GOVERNING CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND ALL DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DRAWINGS, FIELD CONDITIONS OR DIMENSIONS.

ISSUED REVISION SCHEDULE			
NO.	DESCRIPTION	ISSUED/CHECKED	DATE
1	ISSUE	A	05-26-2021
2	REVISION	A	05-26-2021
3	REVISION	A	05-26-2021

FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

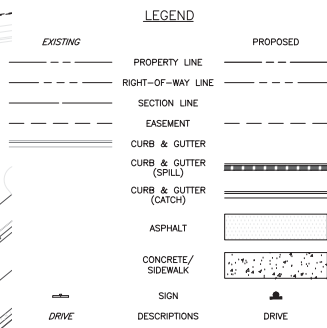
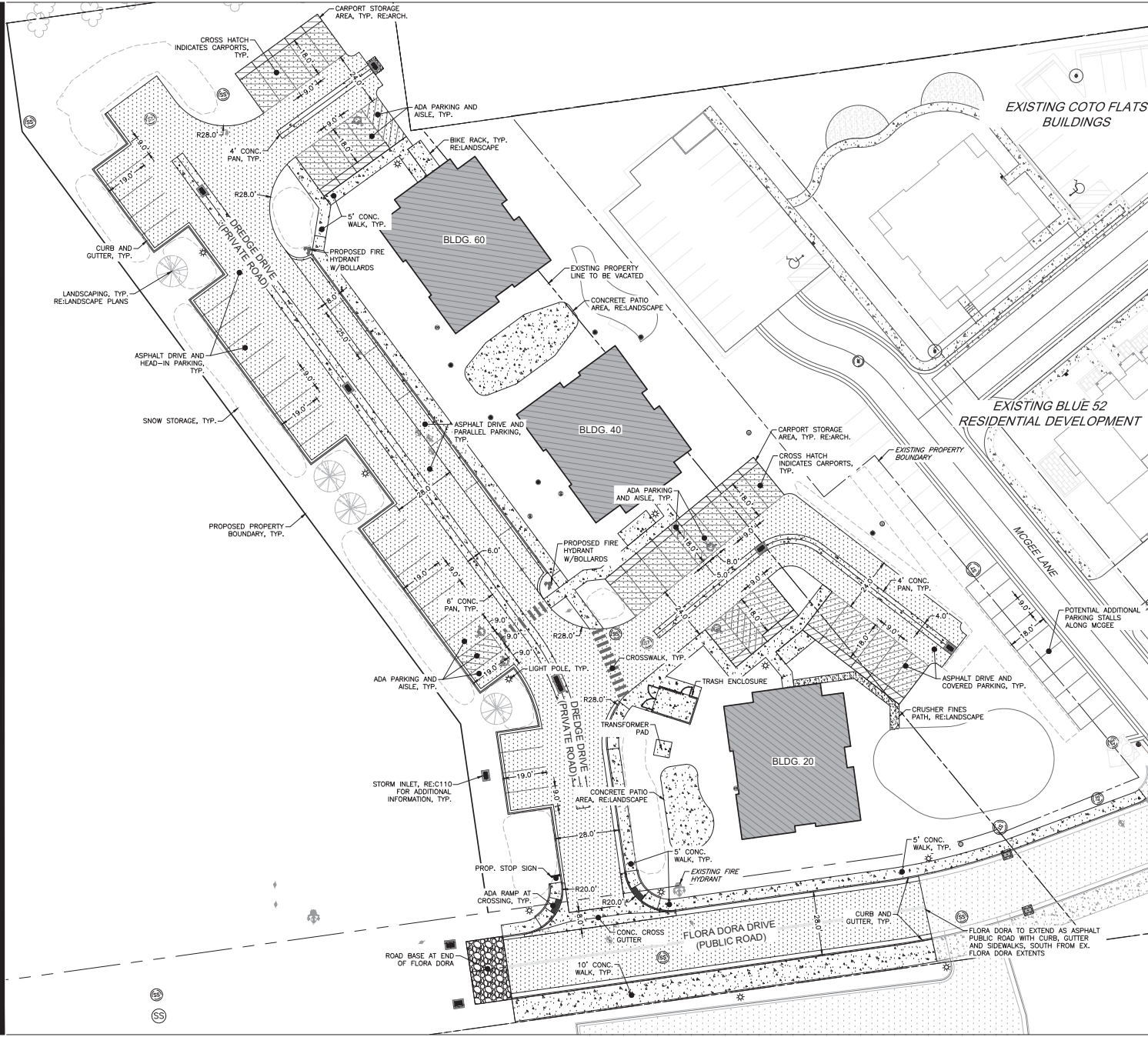
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CONSTRUCTION

SHEET No.

A0.0
TITLE SHEET



PLOT DATE: Tuesday, May 25, 2021 5:28 PM LAST SAVED BY: MALKINOTON
 DRAWING LOCATION: S:\C:\M\18-0211-Breckenridge Block 11 - Overall Grading Utilities\PLANS\CD\NET-ZERO APARTMENTS\PRELIM CLASS A SUBMITTAL\C100 - SITE AND SIGNAGE PLAN.dwg



MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS, UNLESS OTHERWISE NOTED. THE UTILITIES SHOWN ON THIS DRAWING ARE BASED ON INFORMATION PROVIDED BY OTHERS AND DEPICTED AS ASCE (38) QUALITY LEVEL D, IN ACCORDANCE WITH THE PROVISIONS OF COLORADO REVISED STATUTE, TITLE 9, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL COLORADO 811 UTILITY LOCATE SERVICE FOR UTILITY LOCATES BEFORE DIGGING, AND FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES (DEPICTED OR NOT DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

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 970.936.007 MARTINMARTIN.COM

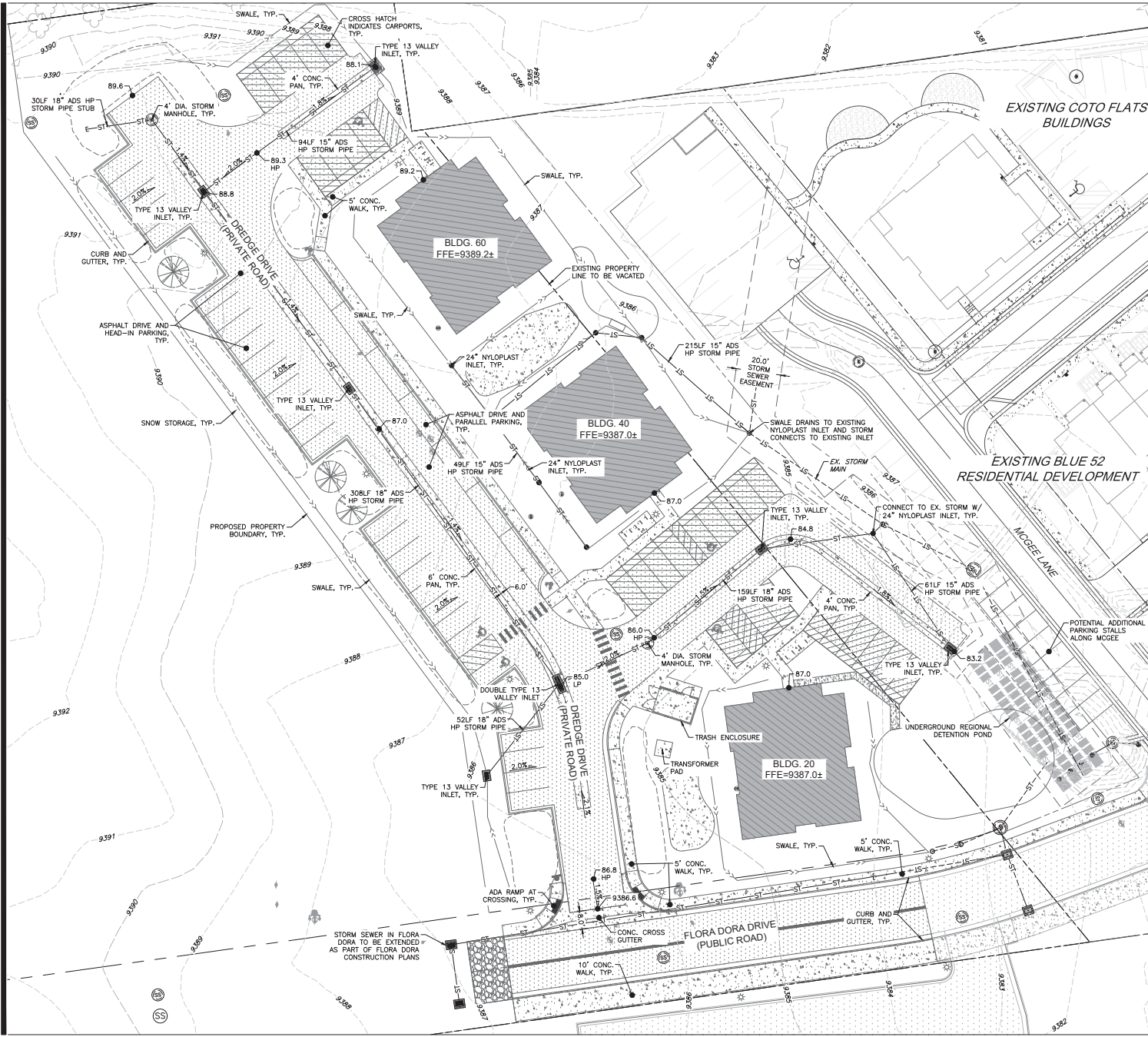
TOWN OF BRECKENRIDGE
BLOCK 11 APARTMENTS
 SITE AND SIGNAGE PLAN

No.	Issue / Revision	Date	Name
1	FINAL CLASS A SUBMITTAL	5/18/21	M/M
2	FINAL CLASS A SUBMITTAL REVISIONS	05/28/21	M/M

Job Number:	MC18-0211
Project Manager:	MM
Design By:	MM
Drawn By:	MKS
Principal in Charge:	LML

Sheet Number: **C100**

NOT FOR CONSTRUCTION



EXISTING		PROPOSED	
	PROPERTY LINE		PROPERTY LINE
	RIGHT-OF-WAY LINE		RIGHT-OF-WAY LINE
	SECTION LINE		SECTION LINE
	EASEMENT		EASEMENT
	RETAINING WALL		RETAINING WALL
	CURB & GUTTER		CURB & GUTTER
	CONTOURS		CONTOURS
	STORM SEWER		STORM SEWER
	STORM MANHOLE		STORM MANHOLE
	ROOF DRAIN		ROOF DRAIN
	INLET		INLET
	FLARED END SECTION		FLARED END SECTION
	SIGN		SIGN
	GRADING ARROW		GRADING ARROW
	DECIDUOUS TREE		DECIDUOUS TREE
	EVERGREEN TREE		EVERGREEN TREE
	BUSH/SHRUB		BUSH/SHRUB
	DRIVE		DRIVE
	DRIVE		DRIVE
	SPOT ELEVATIONS		SPOT ELEVATIONS



CALL 811 2-BUSINESS DAYS IN ADVANCE
 BEFORE YOU DIG, GRADE OR EXCAVATE FOR
 MARKING OF UNDERGROUND MEMBER UTILITIES

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 77 METCALF ROAD, SUITE 301, AVON, COLORADO 81620
 970.936.007 MARTINMARTIN.COM

TOWN OF BRECKENRIDGE
 BLOCK 11 APARTMENTS
 GRADING AND DRAINAGE PLAN

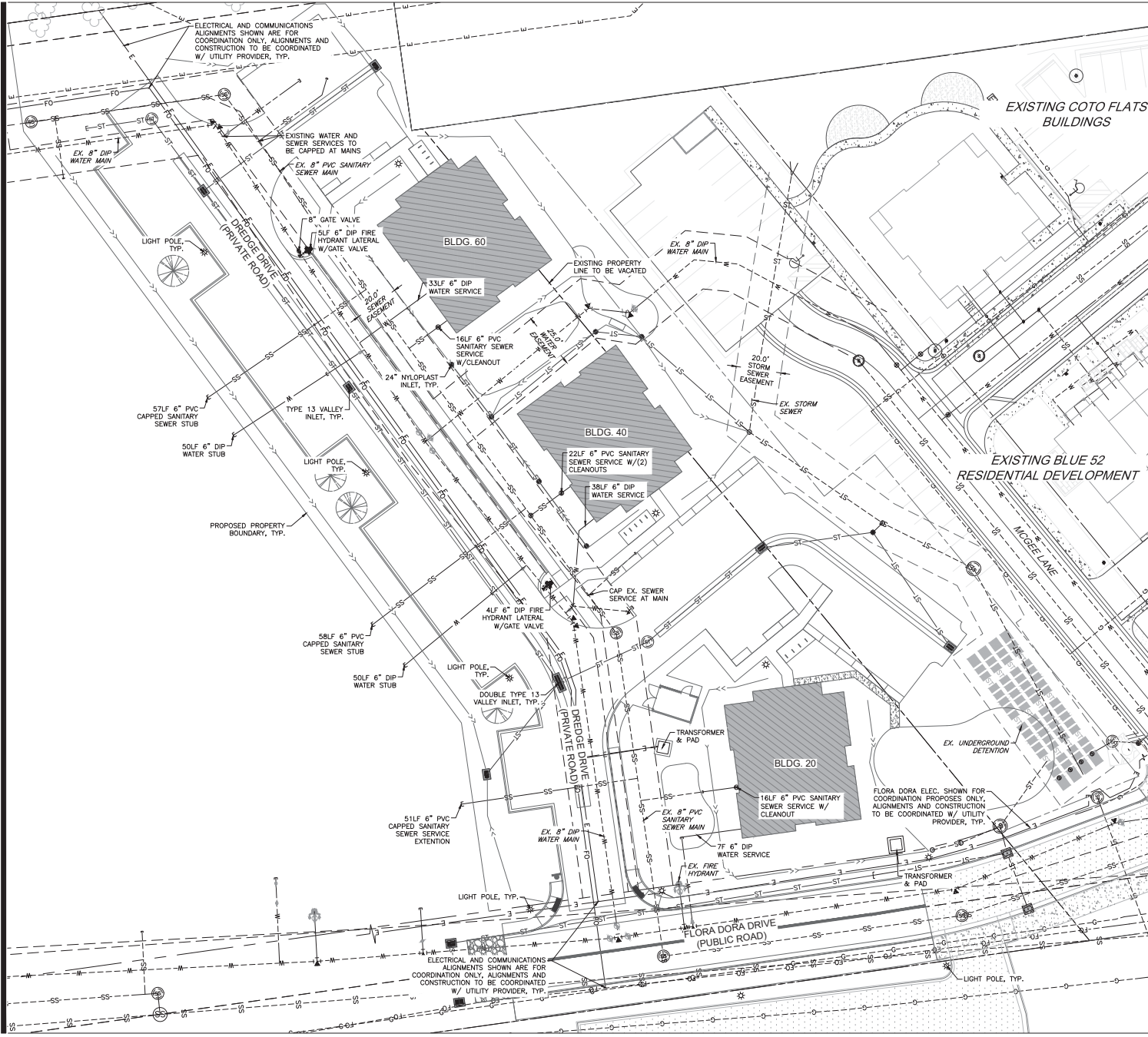
No.	Issue / Revision	Date	Name
1	FINAL CLASS A SUBMITTAL	5/18/21	M/M
2	FINAL CLASS A SUBMITTAL REVISIONS	05/26/21	M/M

Job Number: MCD18.0211
 Project Manager: MAT
 Design By: MAT
 Drawn By: MMS
 Principal in Charge: LML

THE COLORADO BOARD OF ENGINEERING, ARCHITECTURE, LAND SURVEYING AND PROFESSIONAL LANDSCAPE ARCHITECTURE HAS REVIEWED THIS PLAN AND HAS ISSUED A PROFESSIONAL SEAL AND LICENSE NUMBER.

Sheet Number:
C110

PLOT DATE: Tuesday, May 25, 2021 5:28 PM LAST SAVED BY: MALKINOTON
 DRAWING LOCATION: S:\CADD\MCR18.0211-Breckenridge Block 11 - Overall Grading Utilities\PLANS\GD\NET-ZERO APARTMENTS\PRELIM CLASS A SUBMITTAL\C200 - Overall Utility PLAN.dwg



EXISTING		PROPOSED	
---	PROPERTY LINE	---	PROPERTY LINE
---	RIGHT-OF-WAY LINE	---	RIGHT-OF-WAY LINE
---	SECTION LINE	---	SECTION LINE
---	EASEMENT	---	EASEMENT
---	RETAINING WALL	---	RETAINING WALL
---	CURB & GUTTER	---	CURB & GUTTER
---	UTILITY CROSSING	---	UTILITY CROSSING
---	STORM SEWER	---	STORM SEWER
---	STORM MANHOLE	---	STORM MANHOLE
---	ROOF DRAIN	---	ROOF DRAIN
---	STORM INLET	---	STORM INLET
---	FLARED END SECTION	---	FLARED END SECTION
---	SANITARY SEWER	---	SANITARY SEWER
---	SANITARY MANHOLE	---	SANITARY MANHOLE
---	CLEAN OUT	---	CLEAN OUT
---	WATER LINE	---	WATER LINE
---	WATER VALVE	---	WATER VALVE
---	FIRE HYDRANT	---	FIRE HYDRANT
---	WATER METER	---	WATER METER
---	IRRIGATION LINE	---	IRRIGATION LINE
---	IRRIGATION CONTROL	---	IRRIGATION CONTROL
---	OVERHEAD ELECTRIC	---	OVERHEAD ELECTRIC
---	ELECTRIC LINE	---	ELECTRIC LINE
---	LIGHT POLE	---	LIGHT POLE
---	POWER POLE	---	POWER POLE
---	ELECTRIC METER	---	ELECTRIC METER
---	TELEPHONE LINE	---	TELEPHONE LINE
---	TELEPHONE PEDESTAL	---	TELEPHONE PEDESTAL
---	CABLE TV	---	CABLE TV
---	GAS LINE	---	GAS LINE
---	SIGN	---	SIGN
---	MONITOR WELL	---	MONITOR WELL
---	DESCRIPTIONS	---	DRIVE

SCALE: 1"=20'
 ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET

CALL 811 2-BUSINESS DAYS IN ADVANCE
 BEFORE YOU DIG, GRADE OR EXCAVATE FOR
 MARKING OF UNDERGROUND MEMBER UTILITIES

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 THIS DRAWING ARE BASED ON INFORMATION PROVIDED BY OTHERS
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 WITH THE PROVISIONS OF COLORADO REVISED STATUTE, TITLE 9, IF
 THE CONTRACTORS RESPONSIBILITY TO CALL COLORADO 811
 UTILITY LOCATE SERVICE FOR UTILITY LOCATES BEFORE DIGGING,
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 PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

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 CONSULTING ENGINEERS
 77 METCAL ROAD, SUITE 301, AVON, COLORADO 81602
 970.326.6007 MARTINMARTIN.COM

TOWN OF BRECKENRIDGE
BLOCK 11 APARTMENTS
 OVERALL UTILITY PLAN

No.	Issue / Revision	Date	Name
1	FINAL CLASS A SUBMITTAL	5/18/21	M/M
2	FINAL CLASS A SUBMITTAL REVISIONS	05/28/21	M/M

Job Number: MCR18.0211
 Project Manager: MAT
 Design By: MAT
 Drawn By: MMS
 Principal In Charge: LML
THE ENGINEER'S SEAL IS VALID FOR THE STATE OF COLORADO. ALL UTILITIES SHOWN ON THIS DRAWING ARE BASED ON INFORMATION PROVIDED BY OTHERS AND DEPICTED AS ASCE (38) QUALITY LEVEL D, IN ACCORDANCE WITH THE PROVISIONS OF COLORADO REVISED STATUTE, TITLE 9, IF THE CONTRACTORS RESPONSIBILITY TO CALL COLORADO 811 UTILITY LOCATE SERVICE FOR UTILITY LOCATES BEFORE DIGGING, AND FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES (DEPICTED OR NOT DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

Sheet Number:
C200

PLANT SCHEDULE

QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE & COND.	
DECIDUOUS TREES					
14	ANG	QUAKING ASPEN (SINGLE STEM)	POPULUS TREMULOIDES	2" CAL., B&B	
13	ANG	QUAKING ASPEN (MULTI STEM)	POPULUS TREMULOIDES	CLUMP, 5' HT., B&B	
21	CAN	SCHUBERT CHOKECHERRY	PRUNUS VIRGINIANA 'SCHUBERT'	CLUMP, 7' HT., B&B	
21	LAN	NARROWLEAF COTTONWOOD	POPULUS ANGUSTIFOLIA	2" CAL., B&B	
EVERGREEN TREES					
7	BCP	BRISTLECONE PINE	PINUS ARISTATA	6' HT. MIN., B&B	
16	CBS	COLORADO BLUE SPRUCE	PICEA PUNGENS	8' HT. MIN., B&B	
4	BBE	BABY BLUE EYES SPRUCE	PICEA PUNGENS 'BABY BLUE EYES'	6' HT. MIN., B&B	
SHRUBS					
11	CAC	PEKING COTONEASTER	COTONEASTER ACUTIFOLIA	#5 CONT.	
6	LIL	COMMON LILAC	SYRINGA VULGARIS	#5 CONT.	
10	MUG	SLOWGROW MUGO PINE	PINUS MUGO 'SLOWGROW'	#5 CONT.	
4	GSP	GLOBE SPRUCE	PICEA PUNGENS 'GLOBOSA'	#6 CONT.	
17	NIN	MOUNTAIN NINEBARK	PHYSCARPUS MONOGYNUS	#5 CONT.	
9	RBE	RED-BERRIED ELDER	SAMBUCUS RACEMOSA	#5 CONT.	
3	RWO	WOODS ROSE	ROSA WOODSH	#5 CONT.	
7	ALS	URAL FALSE SPIREA	SORBARIA SORBIFOLIA	#5 CONT.	
4	HTT	TWINBERRY HONEYSUCKLE	LONICERA INVOLUCRATA	#5 CONT.	
29	SRM	ROCKY MOUNTAIN SUMAC	RHUS GLABRA 'CISMONTANA'	#3 CONT.	
3	RLR	REDLEAF ROSE	ROSA GLUCA	#5 CONT.	
7	PDS	POTENTILLA DAKOTA SUNSPOT	POTENTILLA FRUTICOSA 'FARGO'	#5 CONT.	
10	RTD	RED TWIG DOGWOOD	CORNUS SERICEA 'BAILEY'	#5 CONT.	
ORNAMENTAL GRASSES					
33	BFE	ELIJAH BLUE FESCUE	FESTUCA GLAUCA 'ELIJAH BLUE'	4" POT	
41	DEC	TUFTED HAIR GRASS	DESCHAMPSIA CESPITOSA	4" POT	
9	BGG	BLUE GRAMA GRASS	BOUTELOUA GRACILIS	4" POT	
PERENNIALS					
469	SQFT	DRAGON'S BLOOD SEDUM	SEDUM SPURIMUM 'DRAGON'S BLOOD'	2.5" POT	14" OC
		GOLDMOSS-UTAH STONECROP	SEDUM ACRE GREEN	2.5" POT	
		WALKER'S LOW CATMINT	NEPETA FARSESIENI	4" POT	
		MOONSHINE YARROW	ACHILLEA MILLEFOLIUM	4" POT	
		SNOW LADY DAISY	LEUCANTHEMUM X SUPERBUM	4" POT	
		BEVAN'S GERANIUM	G. MACRORRHIZUM 'BEVAN'S VARIETY'	4" POT	
		WOOLY THYME	THYMUS PRAECOX PSEUDOLANUGINOSUS	2.5" POT	
		STELLA D'ORO DAYLILY	HEMEROCALLIS 'STELLA D'ORO'	4" POT	
		ALCHEMILLA MOLLIS	LADY'S MANTLE	4" POT	

NOTES

- ALL TREES, SHRUBS, ORNAMENTAL GRASSES, PERENNIALS AND DESIGNATED AREAS OF NATIVE SEED SHALL BE IRRIGATED. ALL TREES, SHRUBS ORNAMENTAL GRASSES TO BE DRIP IRRIGATED. PERENNIALS AND SEED AREAS TO BE SPRAYED.
- TREES PLANTED IN GROUPS OF THREE OR MORE SHALL BE A VARIETY OF SIZES TO MIMIC NATURAL TREE STANDS.
- ALL EXISTING TREES SHALL BE PROTECTED AND PRESERVED TO THE EXTENT POSSIBLE.
- PLANT QUANTITIES ABOVE EXCLUDE LANDSCAPE OUTSIDE LIMIT OF WORK.

SHORT DRY GRASS SEED MIXTURE



COMMON NAME	% OF TOTAL	LBS. PER 1000 S.F.
HARD FESCUE, VNS	30%	0.6 LBS.
CREEPING RED FESCUE, VNS	30%	0.6 LBS.
SHEEP FESCUE, MEKLENBERGER	25%	0.5 LBS.
CANADA BLUEGRASS, RUBENS	10%	0.2 LBS.
CANBY BLUEGRASS, CANBAR	5%	0.1 LBS.
TOTAL	100%	2.0 LBS.

- SLOPES OVER 3:1 SHALL BE HAYED AND TACKIFIED OR NETTED
- SPREAD SEED AT A RATE OF 3-4 LBS PER 1000 SF



409 Main Street
Suite 207
P.O. Box 2120
Frisco, CO 80443
P 970.485.4474
www.norris-design.com

BLOCK 11 APARTMENTS
20, 40 & 60 DREDDGE DRIVE
BRECKENRIDGE, CO 80424

OWNER:
TOWN OF BRECKENRIDGE
150 SKI HILL ROAD
PO BOX 168
BRECKENRIDGE, CO 80424
970.453.2251

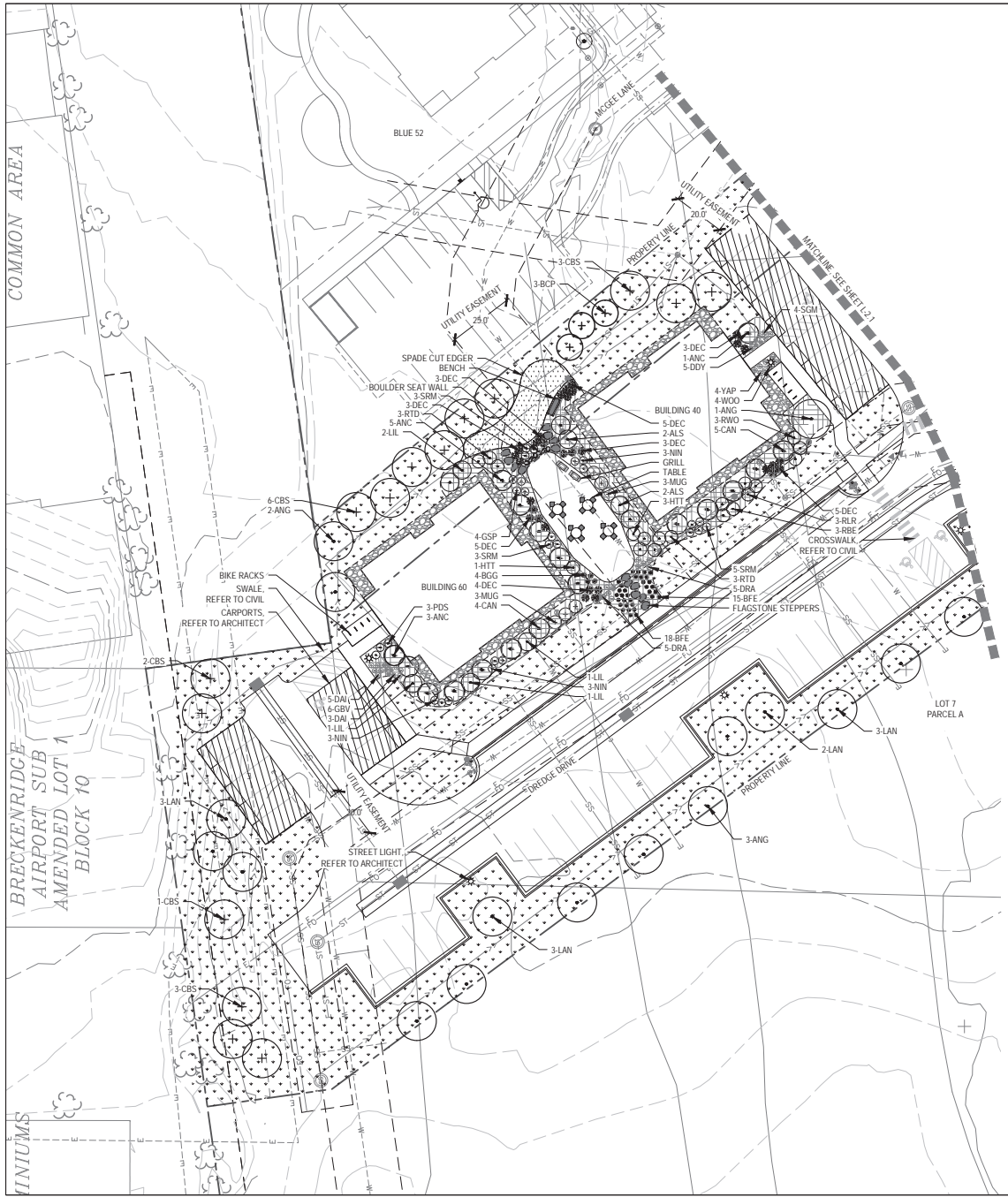


NOT FOR CONSTRUCTION

DATE:
05/19/2021 FINAL
CLASS A SUBMITTAL
05/26/2021 FINAL CLASS A SUBMITTAL REVISIONS

SHEET TITLE:
PLANTING SCHEDULE

CHECKED BY:
DORIAN BR.



LEGEND

- EVERGREEN TREES
- DECIDUOUS TREES
- EXISTING TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASS
- PROPERTY LINE / LIMIT OF WORK
- SPADE CUT EDGER
- CRUSHER FINES
- NATIVE GRASS SEED
- RIVER ROCK COBBLE MULCH
- MOWED NATIVE SEED
- LANDSCAPE BED
- TABLE
- GRILL
- BENCH
- FLAGSTONE STEPPERS
- BOULDER SEATWALL
- BIKE RACKS

NOTE:
TREES ALONG SOUTHERN PROPERTY LINE ARE SUBJECT TO CHANGE
BASED ON FUTURE BLOCK 11 MASTER PLAN. OBTAIN OWNER
APPROVAL PRIOR TO INSTALLING

BLOCK 11 APARTMENTS
20, 40 & 60 DREDGE DRIVE
BRECKENRIDGE, CO 80424

OWNER:
TOWN OF BRECKENRIDGE
150 SKI HILL ROAD
PO BOX 168
BRECKENRIDGE, CO 80424
970.453.2251



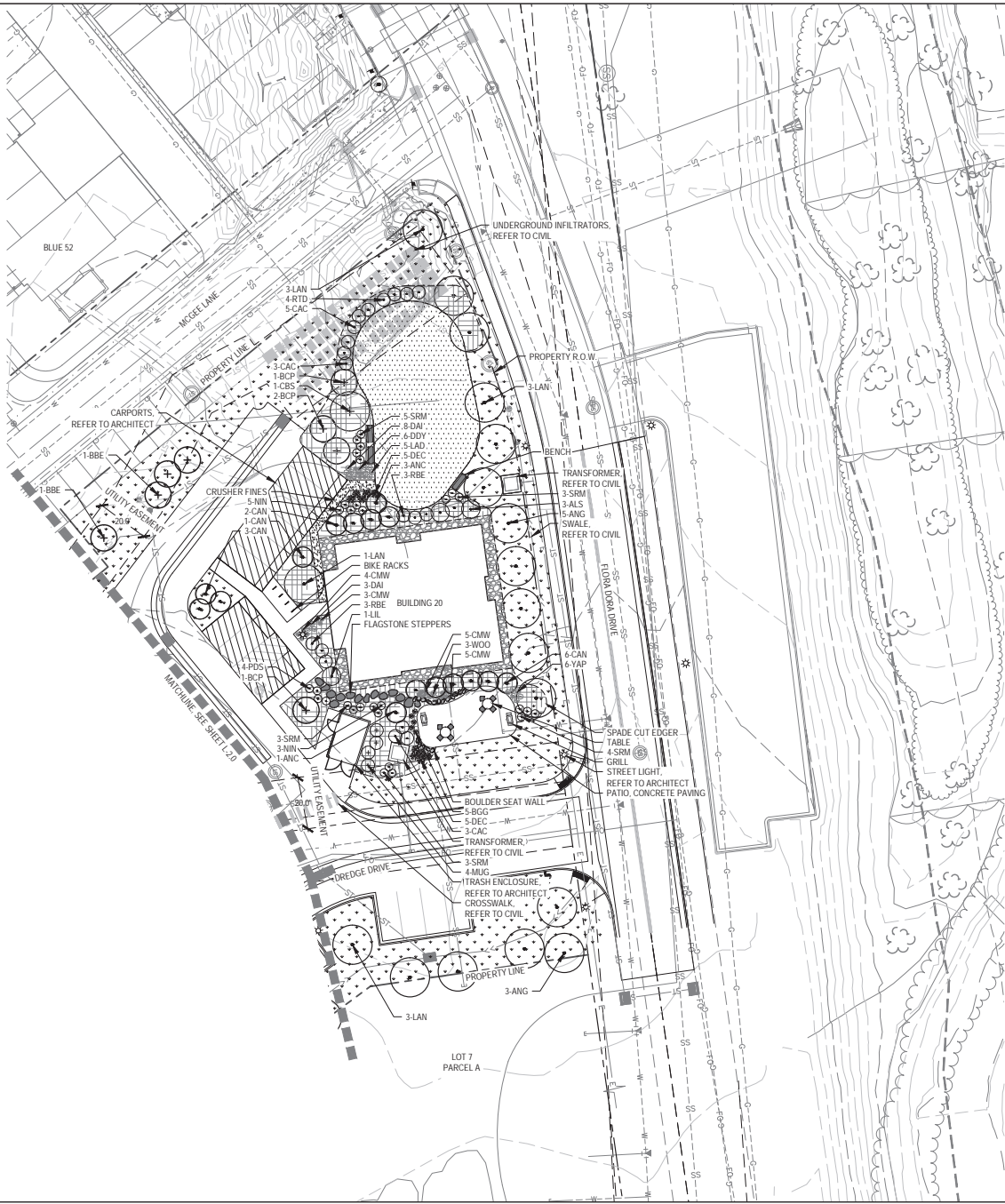
NOT FOR
CONSTRUCTION

DATE:
05/19/2021 FINAL
CLASS A SUBMITTAL
05/26/2021 FINAL CLASS
A SUBMITTAL REVISIONS

SHEET TITLE:
LANDSCAPE
PLAN



CHECKED BY: [signature]
DRAWN BY: [signature]



LEGEND

- EVERGREEN TREES
- DECIDUOUS TREES
- EXISTING TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASS
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TREES ALONG SOUTHERN PROPERTY LINE ARE SUBJECT TO CHANGE
BASED ON FUTURE BLOCK 11 MASTER PLAN. OBTAIN OWNER
APPROVAL PRIOR TO INSTALLING

BLOCK 11 APARTMENTS
20, 40 & 60 DREDGE DRIVE
BRECKENRIDGE, CO 80424

OWNER:
TOWN OF BRECKENRIDGE
150 SKI HILL ROAD
PO BOX 168
BRECKENRIDGE, CO 80424
970.453.2251



NOT FOR CONSTRUCTION

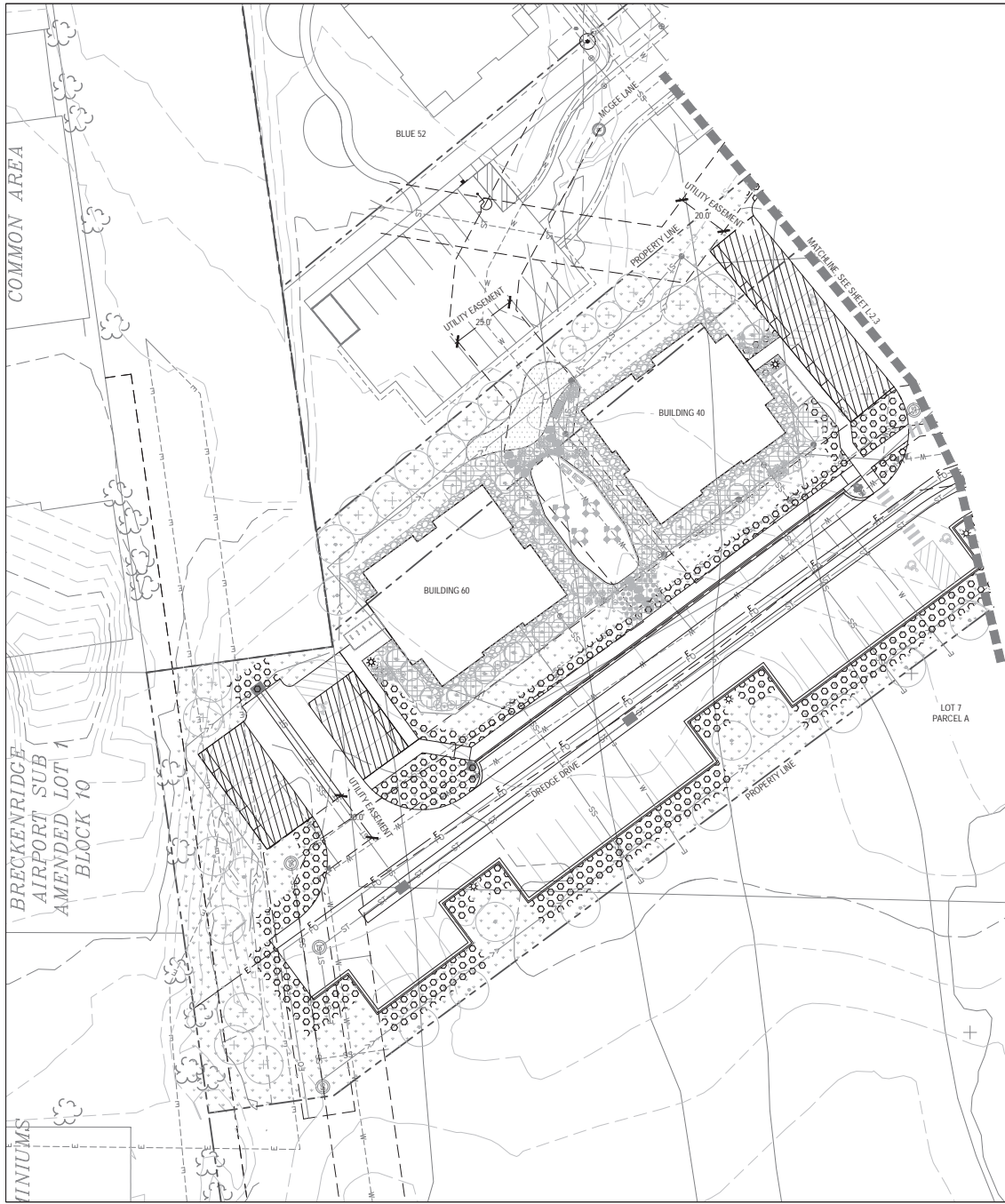
DATE:
05/19/2021 FINAL
CLASS A SUBMITTAL
05/26/2021 FINAL CLASS
A SUBMITTAL REVISIONS

SHEET TITLE:
LANDSCAPE
PLAN

L-2.1



CHECKED BY: LN
DRAWN BY: CG



LEGEND

- EVERGREEN TREES
- DECIDUOUS TREES
- EXISTING TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASS
- PROPERTY LINE
- SPADE CUT EDGER
- CRUSHER FINES
- NATIVE GRASS SEED
- RIVER ROCK COBBLE MULCH
- MOWED NATIVE SEED
- LANDSCAPE BED
- SNOW STORAGE
- SNOW STORAGE - BLUE 52
- TABLE
- GRILL
- BENCH
- FLAGSTONE STEPPERS
- BOULDER SEATWALL
- BIKE RACKS

SNOW STORAGE CALCULATIONS

HARDSCAPE FOR SNOW STORAGE:	29,135 SQ. FT.
SNOW STORAGE REQUIRED:	7,284 SQ. FT.
SNOW STORAGE PROVIDED:	8,925 SQ. FT.

NOTE:
CALCULATIONS INCLUDE ONLY IMPERVIOUS AREA TO BE MAINTAINED DURING SNOW EVENTS

BLOCK 11 APARTMENTS
 20, 40 & 60 DREDDGE DRIVE
 BRECKENRIDGE, CO 80424

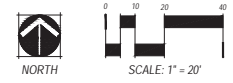
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 BRECKENRIDGE, CO 80424
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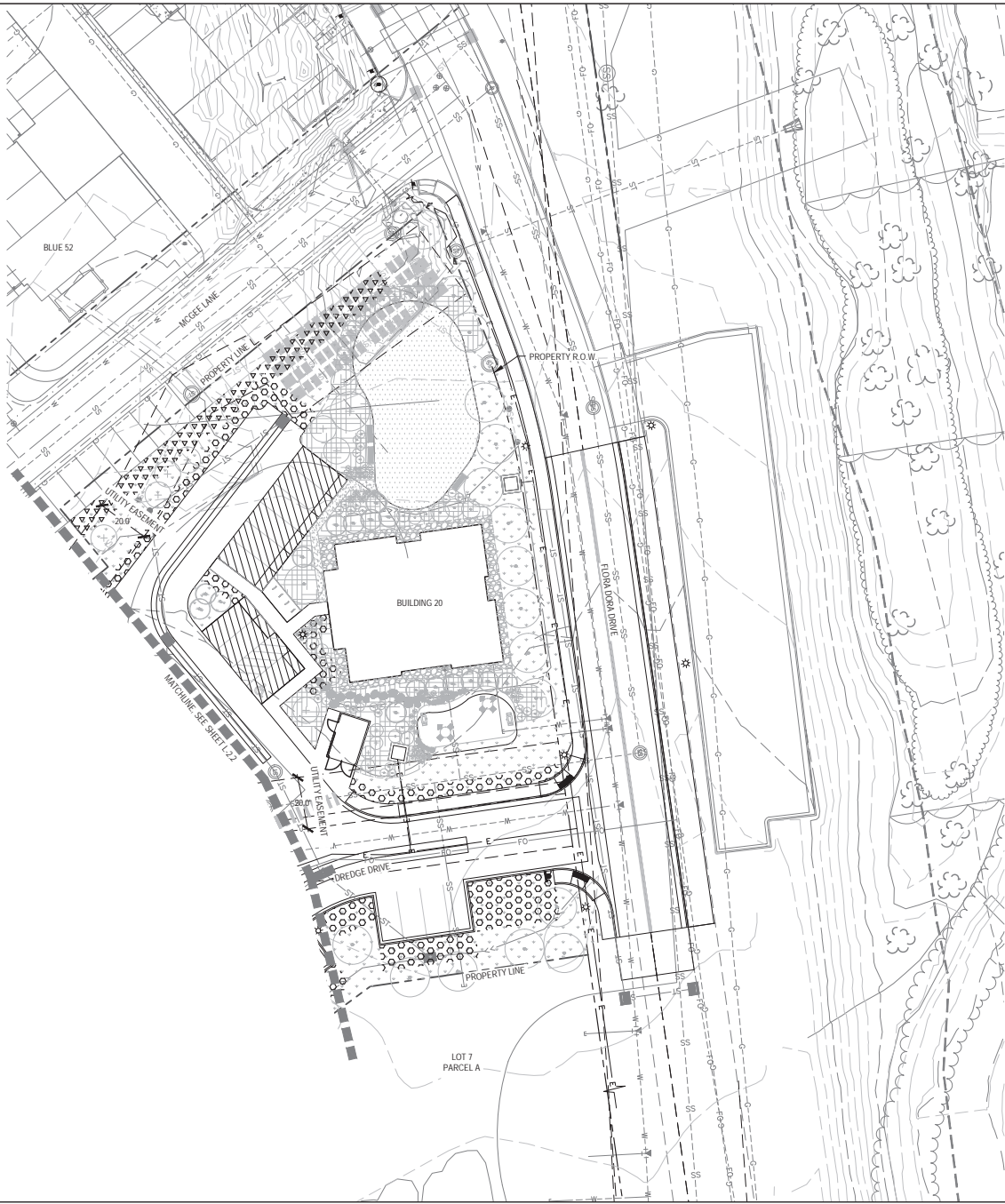
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DATE:
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 05/26/2021 FINAL CLASS
 A SUBMITTAL REVISIONS

SHEET TITLE:
 SNOW
 STORAGE PLAN



CHECKED BY:
 DRAWN BY:
 LN
 CG



LEGEND

- EVERGREEN TREES
- DECIDUOUS TREES
- EXISTING TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASS
- PROPERTY LINE
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BLOCK 11 APARTMENTS
 20, 40 & 60 DREDGE DRIVE
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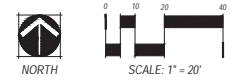


NOT FOR CONSTRUCTION

DATE:
 05/19/2021 FINAL
 CLASS A SUBMITTAL
 05/26/2021 FINAL CLASS
 A SUBMITTAL REVISIONS

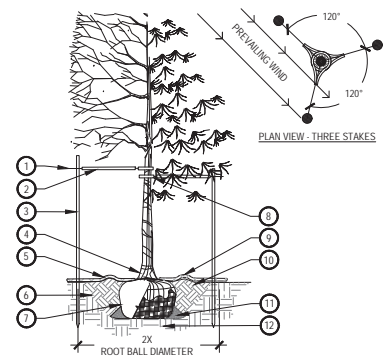
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 SNOW STORAGE PLAN

L-23

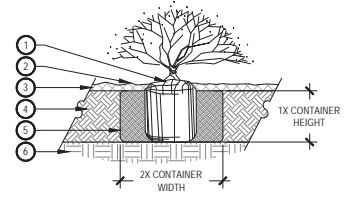


CHECKED BY: LN
 DRAWN BY: CG

- PRUNING NOTES:**
- ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
 - DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
- STAKING NOTES:**
- STAKE TREES PER DIAGRAM. AFTER A MINIMUM OF (3) THREE YEARS CONFIRM TREE IS ESTABLISHED. CHECK FOR ROOTBALL STABILITY. APPLY HAND PRESSURE TO TRUNK OF TREE. WHEN ROOTBALL DOES NOT MOVE, REMOVE STAKING.
 - 2" CALIPER SIZE AND UNDER DECIDUOUS AND ASPEN TREES - MINIMUM 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE).
 - EVERGREEN TREES - 3 STAKES PER DIAGRAM.
 - 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM.
 - WIRE OR CABLE SHALL BE MINIMUM 12 GAUGE. TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
 - ADJUST STAKING, STRAPS AND GUY WIRES ANNUALLY.
 - TREATED WOOD POST PREFERRED. METAL T STAKES WITH PLASTIC SAFETY CAPS ACCEPTABLE WITH APPROVAL FROM OWNER.



- GALVANIZED WIRE
- PLACE MINIMUM 1/2" PVC PIPE AROUND EACH WIRE. EXPOSED WIRE SHALL BE MAXIMUM 2" EACH SIDE
- INSTALL STAKING PER SPECIFICATIONS
- PLANT TREE SO THAT FIRST ORDER MAIN ROOT IS 1'-2" ABOVE FINAL GRADE
- 2'-0" RADIUS MULCH RING, VENTURED ON TRUNK. 3" DEPTH. ON TOP OF WEED FABRIC. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. FINISHED GRADE REFERENCES TOP OF MULCH
- 1:1 SLOPE ON SIDES OF PLANTING HOLE
- REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM THE ENTIRE ROOTBALL AND TRUNK
- GALVANIZED WIRE
- 4-6" HIGH WATER SAUCER IN NON-TURF AREAS
- BACKFILL AROUND ROOTBALL WITH PLANT MIX. PLANT MIX SHALL CONSIST OF EQUAL PARTS TOPSOIL, COMPOST, EXCAVATED SOIL, PLUS MYCORRHIZAL INOCULANT PER SPECIFICATIONS
- PLACE SOIL AROUND ROOT BALL FIRMLY. DO NOT COMPACT OR TAMP. SETTLE SOIL WITH WATER TO FILL ALL AIR POCKETS
- PLACE ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT



- NOTE:**
- BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED.
 - CARE SHOULD BE TAKEN NOT TO DAMAGE THE SHRUB OR ROOT-BALL WHEN REMOVING IT FROM ITS CONTAINER.
 - ALL JUNIPERS SHOULD BE PLANTED SO THE TOP OF THE ROOT-BALL OCCURS ABOVE THE FINISH GRADE OF THE MULCH LAYER.
 - DIG PLANT PIT TWICE AS WIDE AND AS HIGH AS THE CONTAINER.
 - PRUNE ALL DEAD OR DAMAGED WOOD PRIOR TO PLANTING. DO NOT PRUNE MORE THAN 20% OF LIMBS.

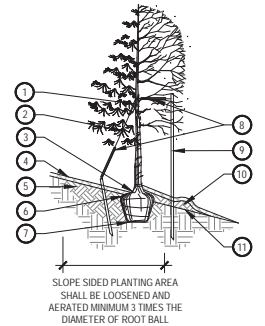
1 TREE PLANTING DETAIL

SCALE: 3/16" = 1'-0"

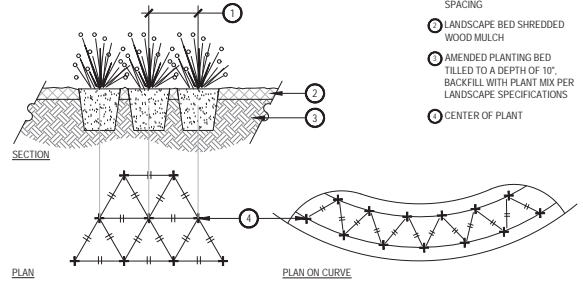
2 SHRUB PLANTING

SCALE: 1 1/2" = 1'-0"

- NOTES:**
- EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND LESS THAN THE DISTANCE FROM THE TOP MOST ROOT AND THE BOTTOM OF THE ROOT BALL. THE PLANTING AREA SHALL BE LOOSENEED AND AERATED AT LEAST THREE TO FIVE TIMES THE DIAMETER OF THE ROOT BALL. REFERENCE TREE PLANTING DETAIL FOR BACKFILL NOTES.
 - TREES SHALL BE PLANTED WITH THE TOP MOST ROOT IN THE ROOT BALL 3" TO 5" HIGHER THAN THE FINISHED LANDSCAPE GRADE. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED.
 - FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 3" TO 4" DEPTH OF SPECIFIED MULCH INSIDE WATERING RING.



- GROMMETED NYLON STRAP
- GALVANIZED WIRE
- TOP MOST ROOT IN ROOTBALL: 1'-2" ABOVE EXISTING GRADE, UPHILL SIDE
- 2-4" OF ORGANIC MULCH APPLIED OVER PLANTING AREA AND AWAY FROM THE TRUNK. REFER TO MATERIAL SCHEDULE, SHEET L-XXX, FINISHED GRADE REFERENCES TOP-OF-MULCH
- BACKFILL WITH PLANT MIX. PLANT MIX SHALL CONSIST OF EQUAL PARTS TOPSOIL, COMPOST, EXCAVATED SOIL, PLUS MYCORRHIZAL INOCULANT PER SPECIFICATIONS. WATER THOROUGHLY WHEN BACKFILLING
- REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM ENTIRE ROOTBALL AND TRUNK
- PLACE ROOTBALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT. IF SOIL HAS BEEN IMPORTED, PROVIDE MODERATE FOOT PACKING OF SOIL DIRECTLY UNDER LOCATION OF ROOTBALL
- 24" X 3/4" P.V.C. MARKERS (TYPICAL) OVER WIRES
- TREATED WOOD POST, OR METAL T STAKE WITH CAP, WITH GROMMETED NYLON STRAPS, USE 2 GUY WIRES
- UNAMENDED TOPSOIL ADDED TO EXISTING GRADE ON DOWN HILL SIDE. REFER TO SPECIFICATIONS
- EXISTING GRADE



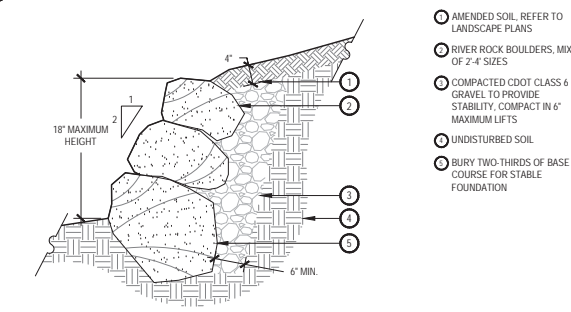
- NOTES:**
- WHEN PLANTED ON A CURVE, ORIENT ROWS TO FOLLOW THE LONG AXIS OF AREAS WHERE PLANTS ARE MASSES.

3 TREE PLANTING ON SLOPE

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

4 ORNAMENTAL GRASS AND PERENNIAL PLANT LAYOUT

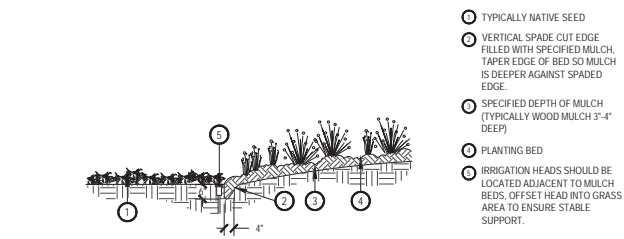
SCALE: 1" = 1'-0"



- NOTES:**
- CONTRACTOR SHALL SUBMIT SMALL SAMPLE OR PHOTOS OF BOULDERS FOR APPROVAL.
 - STACK BOULDERS WITH 2:1 BATTER AND LEAN TO UPHILL SIDE. BOULDERS SHOULD BE NO SMALLER THAN 18"X18"X18".

5 BOULDER SEAT WALL

SCALE: 1" = 1'-0"



6 SPADE CUT EDGER

SCALE: 1/2" = 1'-0"

CHECKED BY: DRAWN BY:

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ISSUE REVISION SCHEDULE						
NO.	DESCRIPTION	ISSUED	REVISION	DATE	BY	DATE
1	ISSUE	05/20/2021		05/20/2021		
2	REVISION	05/20/2021	1	05/20/2021		
3	REVISION	05/20/2021	2	05/20/2021		

1 ARCHITECTURAL SITE PLAN
1" = 20'-0"



LAND USE DISTRICT: 31
 NAME OF MASTER PLAN: BLOCK 11
 LEGAL DESCRIPTION: PORTION OF LOT 7 AND 8B (DANSON PLACER)
 NUMBER OF DWELLING UNITS: 27
 NUMBER OF BEDROOMS: 41.5 STALLS
 PARKING PROVIDED: 92 STALLS
 TOTAL BUILDING FLOOR AREA: 20,075 SF
 TOTAL DWELLING AREA: 16,965 SF
 TOTAL COMMON AREA: 3,094 SF
 PROPOSED SITE AREA: 63,919 SF (2.14 ACRES)
 OPEN SPACE: 52,275 SF (1.28 ACRES) (81% OF PROPOSED SITE)
 TOTAL BUILDING COVERAGE: 9,667 SF (0.21 ACRES) (15% OF PROPOSED SITE)
 IMPERVIOUS SURFACE AREA: 31,580 SF (0.72 ACRES) (49% OF PROPOSED SITE)
 HARDSCAPE FOR SNOW STORAGE: 29,135 SF (0.66 ACRES) SEE LANDSCAPE SHEETS

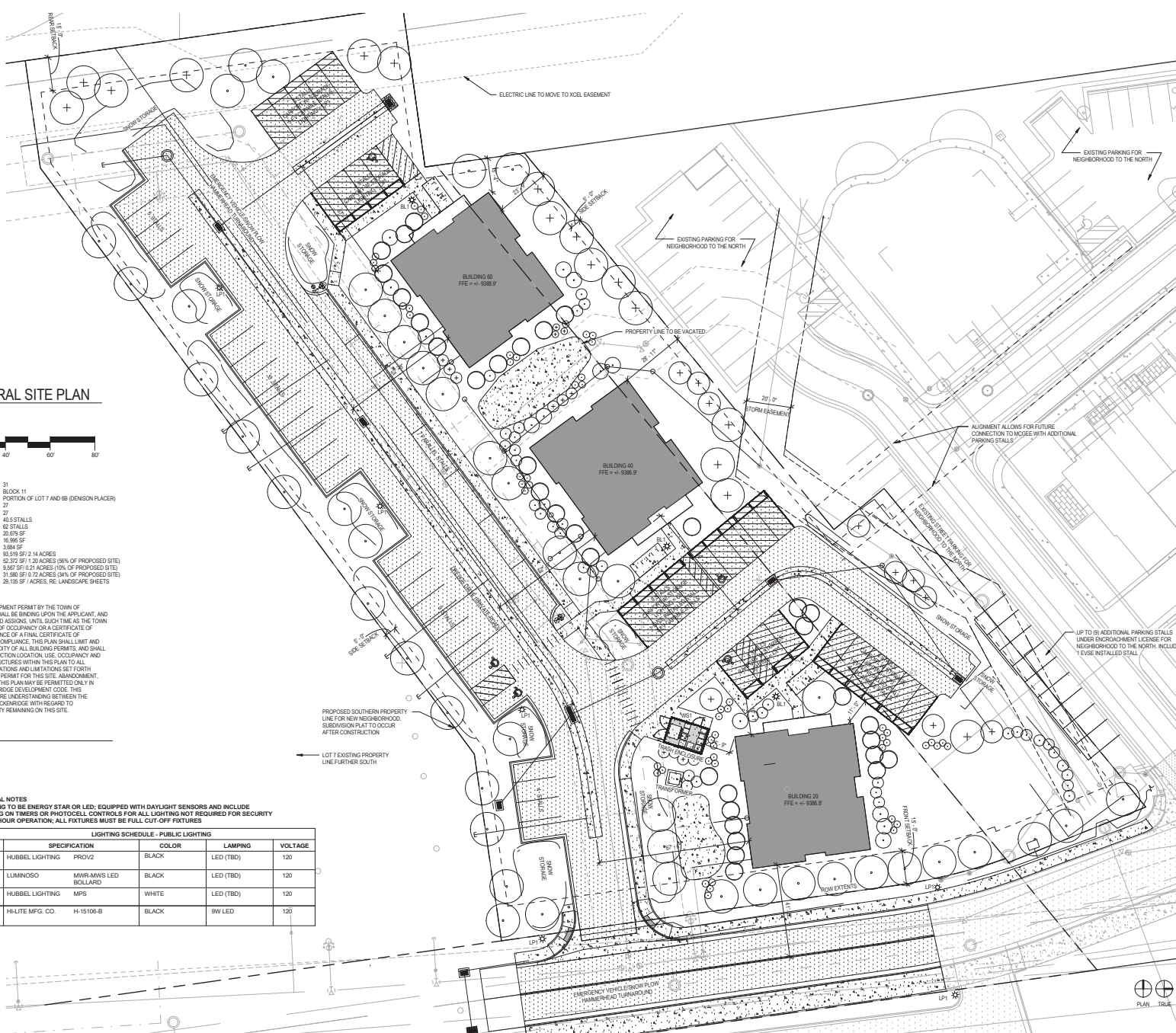
UPON THE ISSUANCE OF A DEVELOPMENT PERMIT BY THE TOWN OF BRECKENRIDGE, THIS SITE PLAN SHALL BE BINDING UPON THE APPLICANT, AND THE APPLICANT'S SUCCESSORS AND ASSIGNS, UNLESS SUCH TIME AS THE TOWN HAS ISSUED A FINAL CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE PRIOR TO THE ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLIANCE. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN AND IN THE DEVELOPMENT PERMIT FOR THIS SITE. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY IN ACCORDANCE WITH THE BRECKENRIDGE DEVELOPMENT CODE. THIS DOCUMENT REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN THE APPLICANT AND THE TOWN OF BRECKENRIDGE WITH REGARD TO DEVELOPMENT RIGHTS AND DENSITY REMAINING ON THIS SITE.

SIGNATURE: _____

EXTERIOR LIGHTING - GENERAL NOTES

1. ALL EXTERIOR LIGHTING TO BE ENERGY STAR OR LED; EQUIPPED WITH DAYLIGHT SENSORS AND INCLUDE AUTOMATIC SWITCHING ON TIMERS OR PHOTOCELL CONTROLS FOR ALL LIGHTING NOT REQUIRED FOR SECURITY OR INTENDED FOR 24 HOUR OPERATION; ALL FIXTURES MUST BE FULL CUT-OFF FIXTURES

LIGHTING SCHEDULE - PUBLIC LIGHTING						
ID	LIGHT TYPE	SPECIFICATION	COLOR	LAMPING	VOLTAGE	
LP1	LIGHT POLE	HUBBELL LIGHTING PROV2	BLACK	LED (TBD)	120	
BL1	BOLLARD LIGHT	LUMINOSO MWR-AMWS LED BOLLARD	BLACK	LED (TBD)	120	
CP1	CARPORT LIGHT	HUBBELL LIGHTING MPS	WHITE	LED (TBD)	120	
WS1	PATIO SCIENCE/ BUILDING ENTRY	HI-LITE MFG. CO. H-15106-B	BLACK	9W LED	120	





**COBURN
ARCHITECTURE**

2718 Pine Street, Suite 100
Boulder, Colorado
p. 303-442-3351

**BLOCK 11
APARTMENTS**

DREDGE DRIVE,
BRECKENRIDGE, CO

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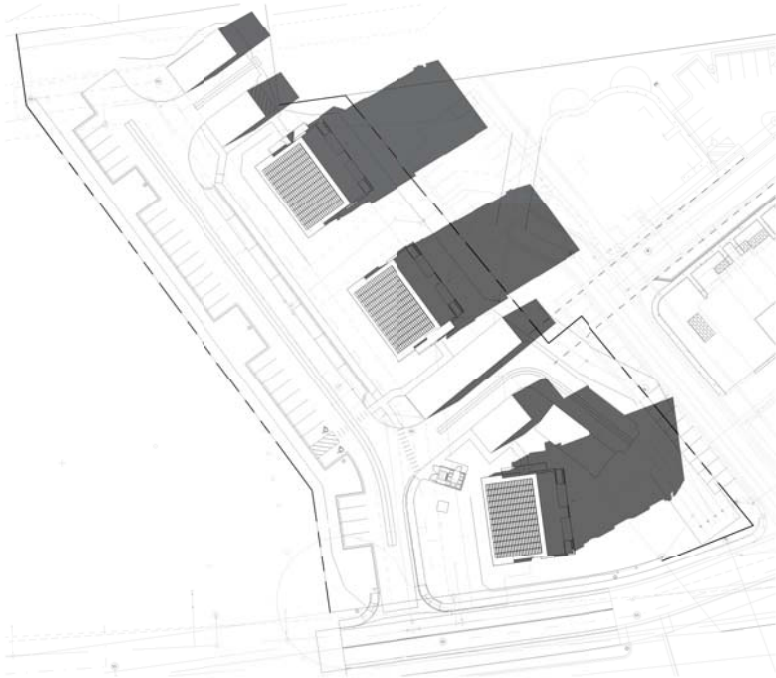
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NO.	DESCRIPTION	ISSUED	CHECKED	DATE
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2				

FINAL CLASS A
SUBMITTAL
05.18.2021

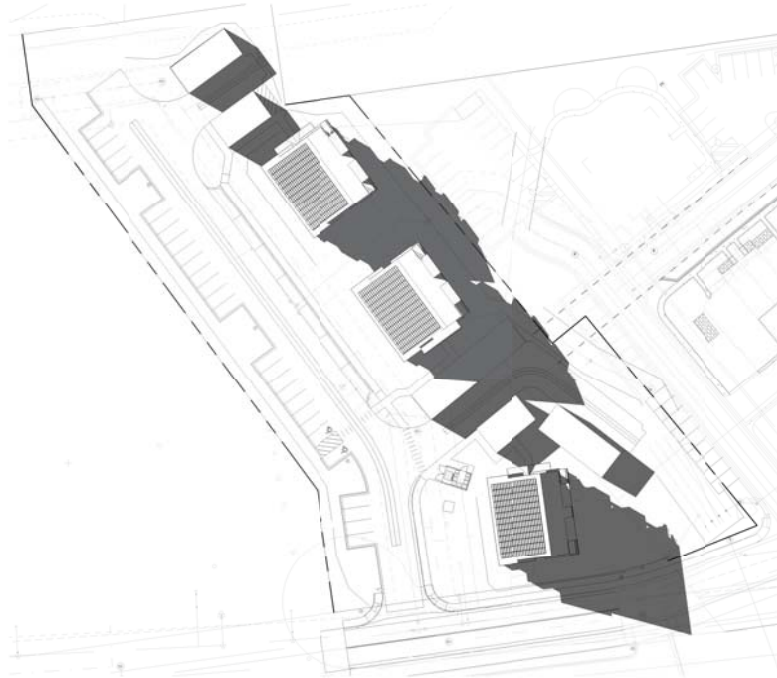
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CONSTRUCTION**

SHEET No.

**A0.07
SHADOW ANALYSIS**



1 WINTER SOLSTICE - 10 A.M.
1" = 40'-0"



2 WINTER SOLSTICE - 2 P.M.
1" = 40'-0"



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ISSUED REVISION SCHEDULE			
NO.	DESCRIPTION	ISSUED	DATE
1	FOR 100'-0" = XXXX USGS, SEE SITE PLAN FOR CALCULATIONS ON T1.1	10/26/2021	10/26/2021
2	REFER TO ASSEMBLIES A0.5 FOR FIRE SEAL MEMBRANE PENETRATIONS.	10/26/2021	10/26/2021

FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

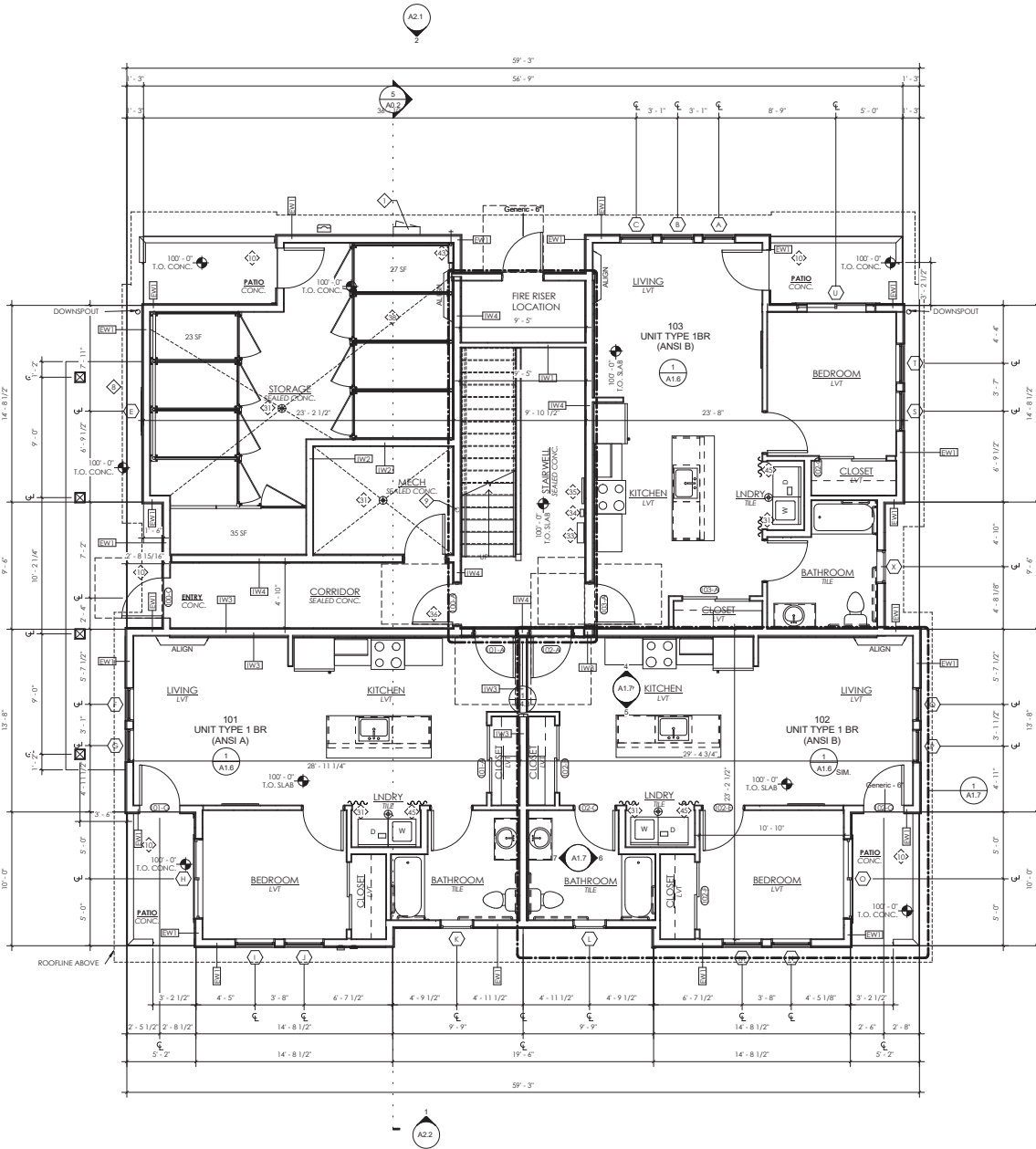
NOT FOR CONSTRUCTION

SHEET No.

A1.1
PLANS - L1

KEYNOTE LEGEND	
Key Value	Keynote Text
1	ELECTRICAL METER LOCATION. COORDINATE WITH ELECTRIC SERVICE PROVIDER AND PROVIDE REDD CLEARANCES.
8	FREEZE PROTECTED HOSE BIB WITH BLOW-OFF VALVE.
9	RADON VENT LOCATION. CONTINUE THROUGH ROOF. VENT FOR A SUB SLAB DEPRESSURIZATION SYSTEM, PROVIDE CONDUIT IN ATTIC FOR FUTURE FAN INSTALL. PIPE TERMINATION 36" MIN ABOVE ROOF & WITHIN 5' OF RIDGELINE. SEE DETAILS.
10	EXTERIOR FLAT WORK. SLOPE MINIMUM OF 1/4" PER FOOT AWAY FROM BUILDING.
31	FLOOR DRAIN, SEE PLUMBING AND SLAB PLAN. CONCRETE TO SLOPE 1/8" MIN., RE: PLUMBING
33	SURFACE MOUNT FIRE EXTINGUISHER CABINET, 4'-0" A.F.F. TO TOP OF CABINET
34	MANUAL FIRE ALARM PULL
35	DOCUMENT CABINET & GRAPHIC MAP AS REQUIRED BY FIRE DEPARTMENT
36	PHONE AND CABLE PANEL LOCATION, PROVIDE PAINTED PLYWOOD BACKING
38	CHAIN LINK STORAGE LOCKERS, SEE DETAILS ON A5.4
43	OVERFRAMED WALL FOR FREEZE PROTECTED HOSE BIB WITH BLOW-OFF VALVE.
45	SOUND REDUCING CURTAINS AT LAUNDRY

GENERAL PLAN NOTES	
1.	FOR 100'-0" = XXXX USGS, SEE SITE PLAN FOR CALCULATIONS ON T1.1
2.	REFER TO ASSEMBLIES A0.5 FOR FIRE SEAL MEMBRANE PENETRATIONS.



1 First Floor Plan
1/4" = 1'-0"



COBURN
ARCHITECTURE

2718 Pine Street, Suite 100
Boulder, Colorado
p. 303-442-3351

BLOCK 11
APARTMENTS

DREDGE DRIVE,
BRECKENRIDGE, CO

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ISSUED REVISION SCHEDULE					
NO.	DESCRIPTION	ISSUED	CHECKED	DATE	
1	ISSUED	A	PM	05-26-2021	
2	REVISION	A	PM	04-29-2021	
3	REVISION	A	PM	05-18-2021	

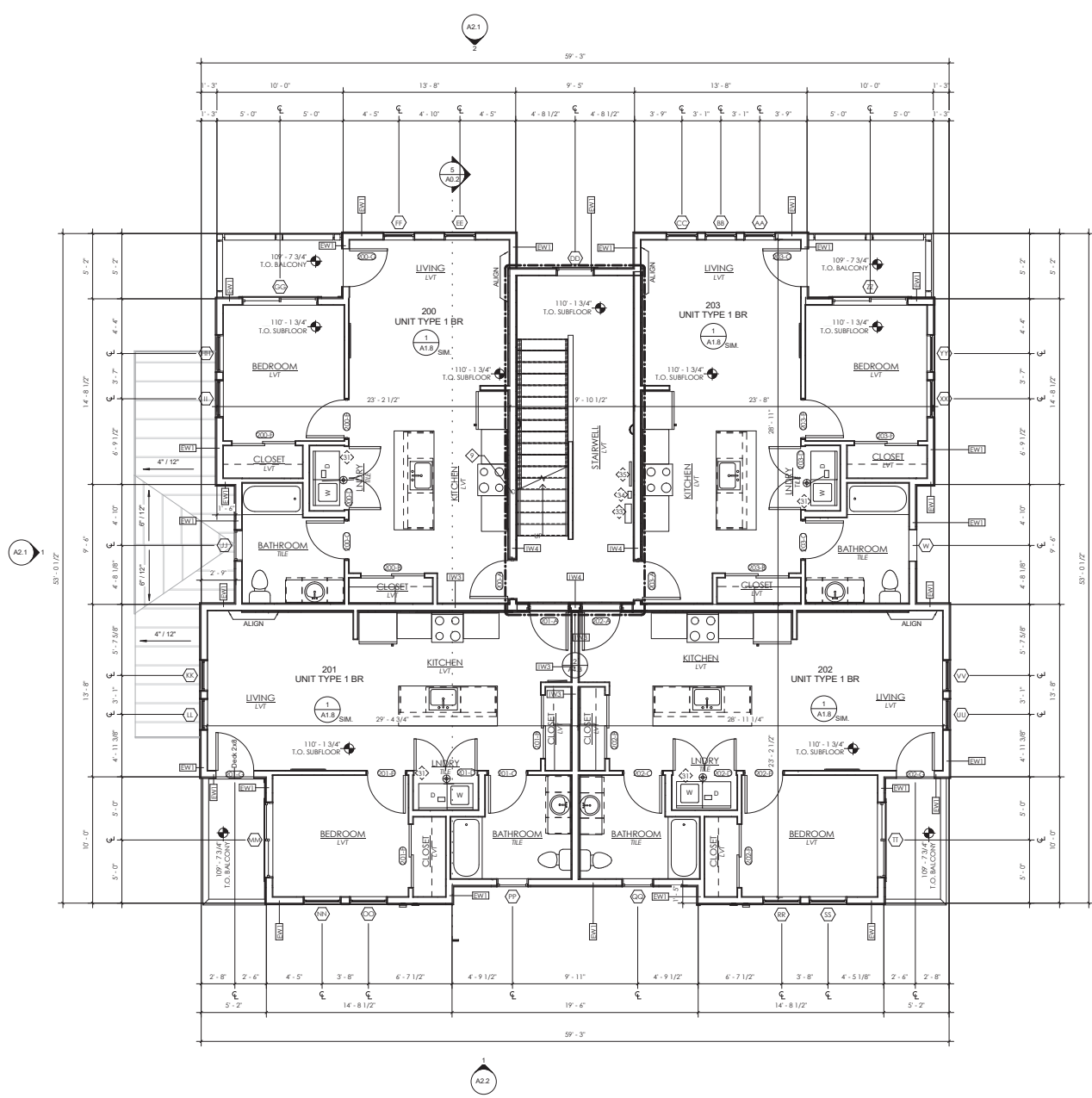
FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

**NOT FOR
CONSTRUCTION**

SHEET No.

A1.2
PLANS - L2

KEYNOTE LEGEND	
Key Value	Keynote Text
9	RADON VENT LOCATION, CONTINUE THROUGH ROOF. VENT FOR A SUB SLAB DEPRESSURIZATION SYSTEM, PROVIDE CONDUIT IN ATTIC FOR FUTURE FAN INSTALL. PIPE TERMINATION 36" MIN ABOVE ROOF & WITHIN 5' OF RIDGELINE, SEE DETAILS
31	FLOOR DRAIN, SEE PLUMBING AND SLAB PLAN. CONCRETE TO SLOPE 1/8" MIN., RE: PLUMBING
33	SURFACE MOUNT FIRE EXTINGUISHER CABINET, 4'-0" A.F.F. TO TOP OF CABINET
34	MANUAL FIRE ALARM PULL
35	DOCUMENT CABINET & GRAPHIC MAP AS REQUIRED BY FIRE DEPARTMENT



1 Second Floor Plan
1/4" = 1'-0"



COBURN
ARCHITECTURE

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Boulder, Colorado
p. 303-442-3351

BLOCK 11
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ISSUED REVISION CHECKLIST				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
1	FINAL REVISION	A	PP	05-26-2021
2	REVISION	A	PP	04-14-2021
3	FINAL REVISION	A	PP	05-18-2021

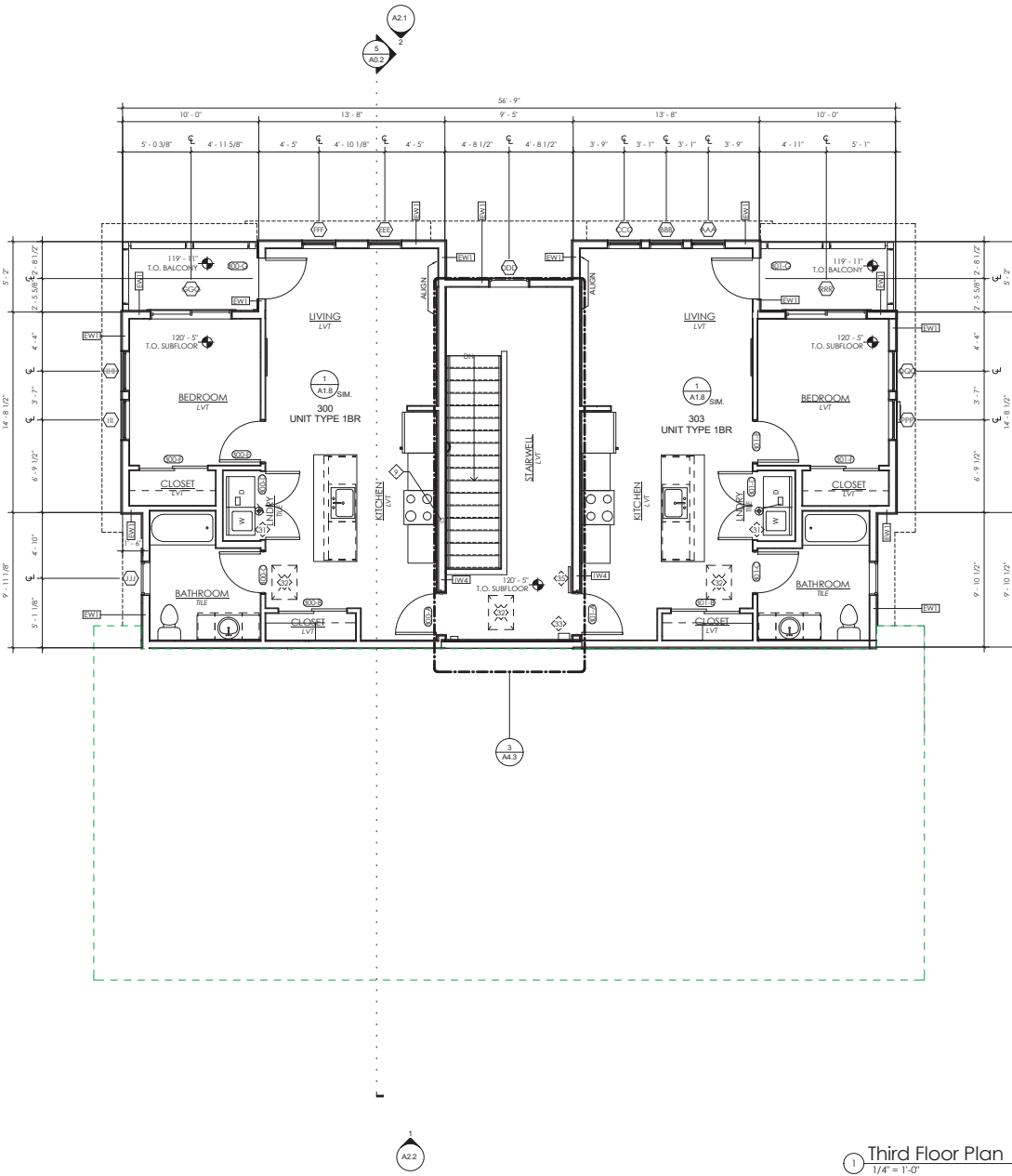
FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

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CONSTRUCTION**

SHEET No.

A1.3
PLANS - L3

KEYNOTE LEGEND	
Key Value	Keynote Text
9	RADON VENT LOCATION, CONTINUE THROUGH ROOF. VENT FOR A SUB SLAB DEPRESSURIZATION SYSTEM, PROVIDE CONDUIT IN ATTIC FOR FUTURE FAN INSTALL. PIPE TERMINATION 36" MIN ABOVE ROOF & WITHIN 5' OF RIDGELINE. SEE DETAILS
31	FLOOR DRAIN, SEE PLUMBING AND SLAB PLAN. CONCRETE TO SLOPE 1/8" MIN., RE: PLUMBING
32	20"x30" 1HR RATED ATTIC ACCESS HATCH WITH KEYED LOCK
33	SURFACE MOUNT FIRE EXTINGUISHER CABINET, 4'-0" A.F.F. TO TOP OF CABINET
35	DOCUMENT CABINET & GRAPHIC MAP AS REQUIRED BY FIRE DEPARTMENT



1 Third Floor Plan
1/4" = 1'-0"



COBURN
ARCHITECTURE

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Boulder, Colorado
p. 303-442-3351

BLOCK 11
APARTMENTS

DREDGE DRIVE,
BRECKENRIDGE, CO

KEYNOTE LEGEND	
Key Value	Keynote Text
9	RADON VENT LOCATION, CONTINUE THROUGH ROOF. VENT FOR A SUB SLAB DEPRESSURIZATION SYSTEM, PROVIDE CONDUIT IN ATTIC FOR FUTURE FAN INSTALL. PIPE TERMINATION 36" MIN ABOVE ROOF & WITHIN 5' OF RIDGELINE. SEE DETAILS
13	STANDING SEAM METAL ROOF, CLASS A ROOF REQ.
15	SNOW GUARD
16	K-STYLE GUTTER & WELL, PAINTED
17	DOWNSPOUT TO SPLASH BLOCK OR DRY WELL PER PLANS.
18	PROVIDE JUNCTION BOXES FOR FUTURE SNOW MELT

GENERAL ROOF NOTES

1. SEE A5.5 FOR TYPICAL ROOF DETAILS
2. ALL ROOFING TO BE REQUIRED CLASS A RATING
3. ALL ROOF PENETRATIONS TO BE WITHIN 5' - 0" OF RIDGE

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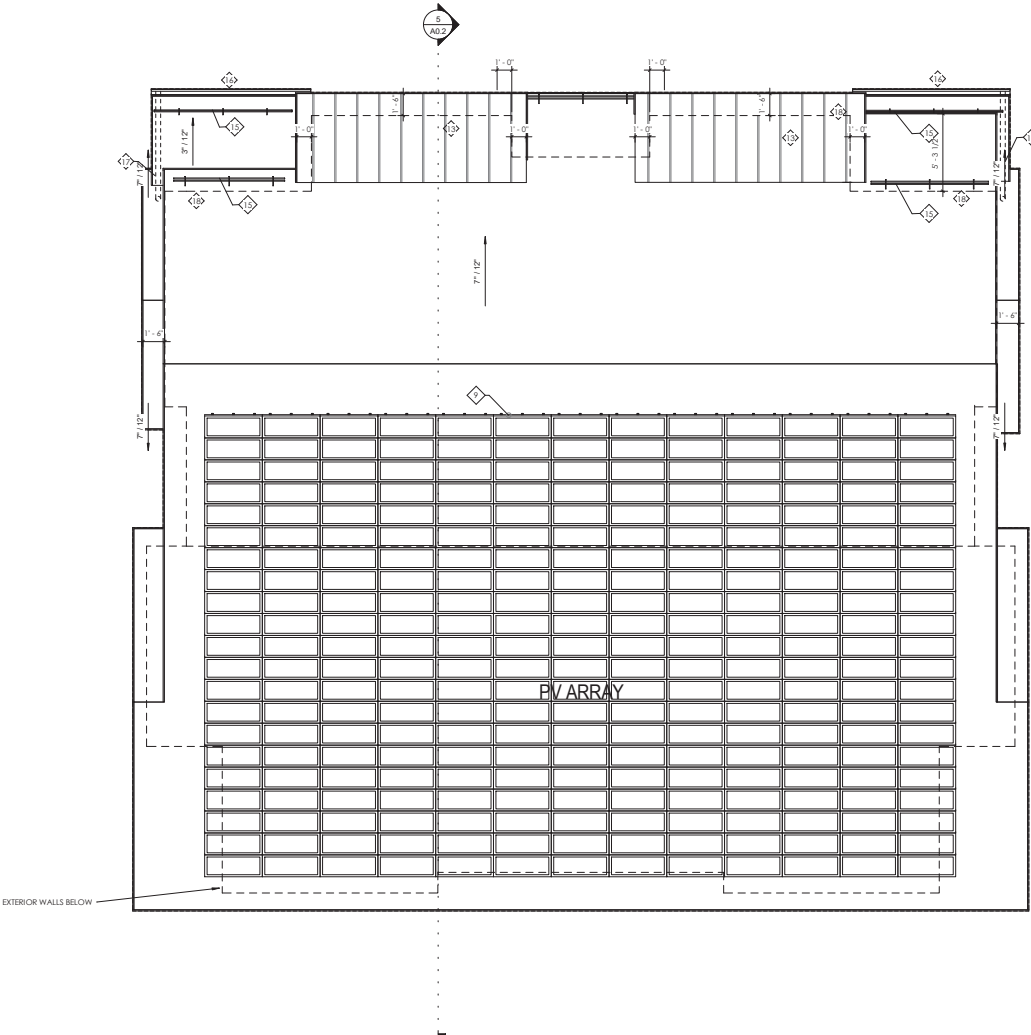
ISSUED REVISION SCHEDULE				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
1	ISSUE	A	MM	05-26-2021
2	REVISION	A	MM	05-26-2021
3	REVISION	A	MM	05-26-2021

FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

**NOT FOR
CONSTRUCTION**

SHEET No.

A1.4
ROOF PLAN



1 Roof Plan
1/4" = 1'-0"



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KEYNOTE LEGEND	
Key Value	Keynote Text

A	ASPHALT SHINGLE ROOFING, CLASS A ROOF REQ.
B	CEMENT BOARD FASCIA, PAINTED
C	CEMENT BOARD WINDOW TRIM, PAINTED
F	GAS METER LOCATION, PAINT TO MATCH BODY BEYOND
H	CEMENT BOARD BANDING, PAINTED
J	GABLE ROOF VENT. RE: ATTIC PLAN
K	STAINED WOOD COLUMN, RE: STRUCT. FOR SIZES
L	EXTERIOR LIGHT FIXTURE, WS1
O	NON-COMBUSTIBLE RAILING, RE: DETAILS
P	SNOW GUARD
Q	ELECTRICAL METER LOCATION, PAINT TO MATCH BODY BEYOND
R	STAINED WOOD TIMBER KICKER
X	CEMENT BOARD & BATTEN SIDING

COLOR KEY	
Elevation Tag	Text

- * PAINT ALL EXTERIOR VENT PENETRATIONS TO MATCH BODY OR TRIM COLOR BASED ON LOCATION.
- * PAINT SOFFITS TO MATCH TRIM COLOR

GENERAL ELEVATION NOTES

- SEE DETAILS ON A5.1 - A5.2 FOR EXTERIOR PENETRATIONS, MATERIAL TRANSITIONS & CONNECTIONS, AND DOOR & WINDOW DETAILS
- PAINT ALL EXTERIOR VENT PENETRATIONS TO MATCH BODY OR TRIM COLOR BASED ON LOCATION.
- PAINT SOFFITS TO MATCH TRIM COLOR FOR T.O. SLAB 100'-0" = XXXX USGS, REFER TO SITE PLAN A0.06 FOR CALCULATIONS.
- REFERENCE SHEETS A5.1 - A5.7 FOR TYP. EXTERIOR TRIM DETAILS.

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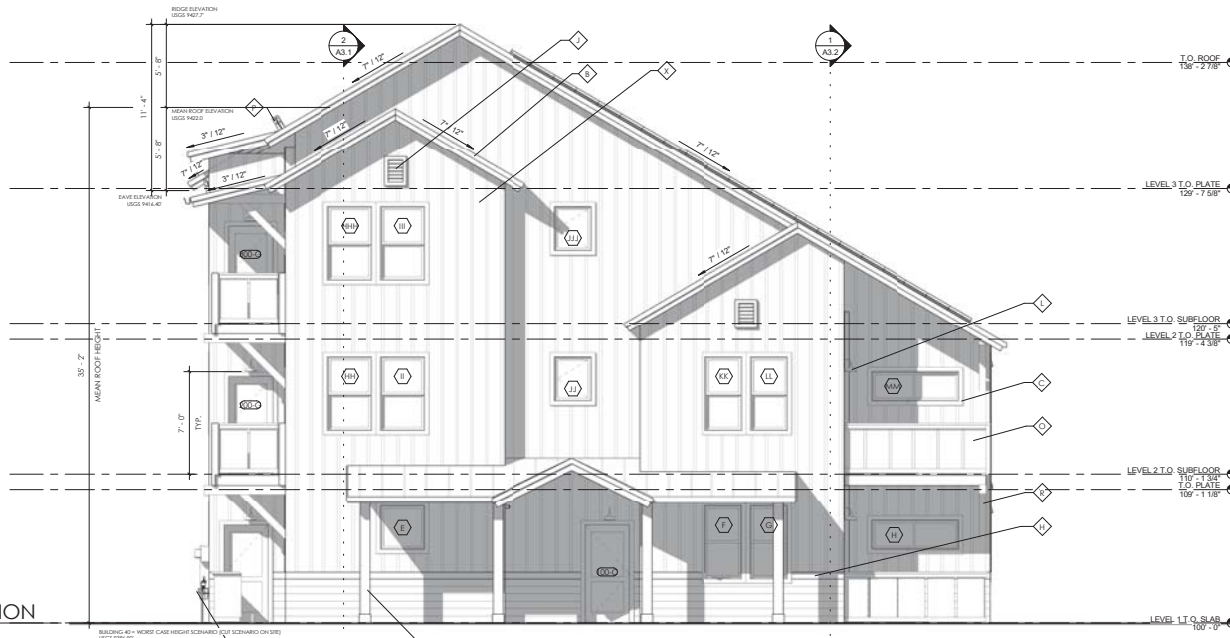
ISSUED REVISION SCHEDULE					
NO.	DESCRIPTION	ISSUED	CHECKED	DATE	DATE
1	ISSUE	JA	FFD	04.16.2021	
2	ISSUE	JA	FFD	05.18.2021	
3	ISSUE	JA	FFD	05.26.2021	
4	ISSUE	JA	FFD	05.26.2021	

FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

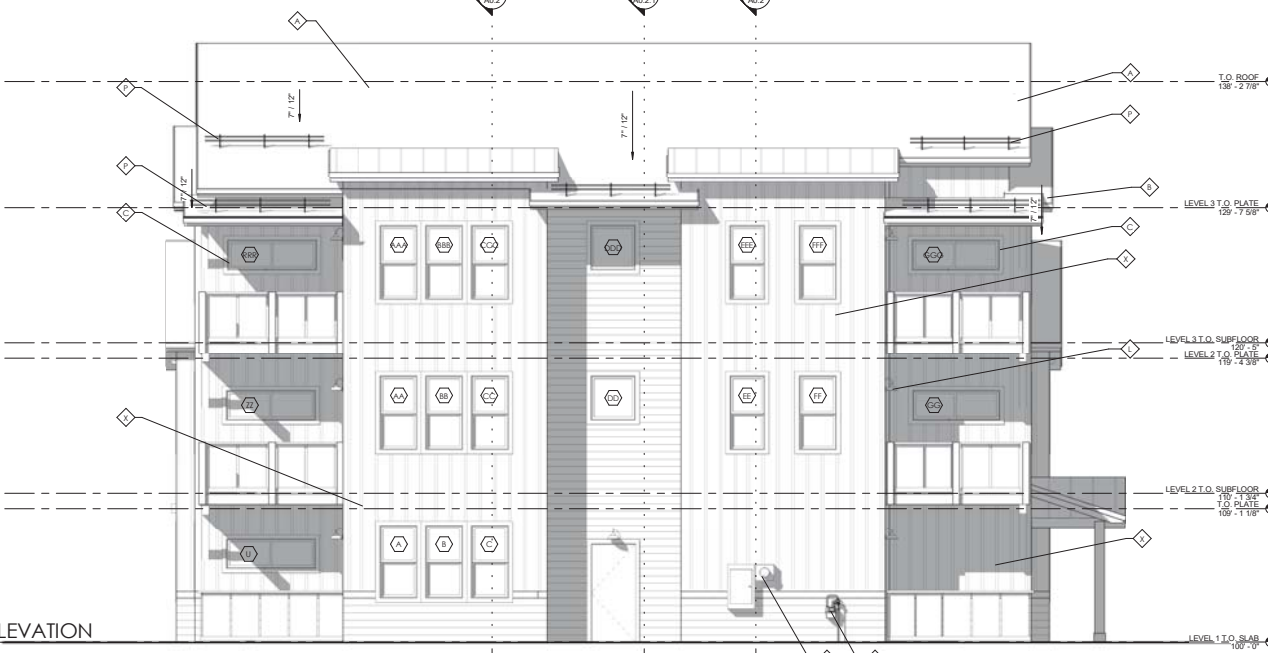
NOT FOR
CONSTRUCTION

SHEET No.

A2.1
NORTH & WEST
ELEVATIONS



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



2 NORTH ELEVATION
1/4" = 1'-0"



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**BLOCK 11
APARTMENTS**

DREDGE DRIVE,
BRECKENRIDGE, CO

KEYNOTE LEGEND	
Key Value	Keynote Text
A	ASPHALT SHINGLE ROOFING, CLASS A ROOF REQ.
B	CEMENT BOARD FASCIA, PAINTED
C	CEMENT BOARD WINDOW TRIM, PAINTED
H	CEMENT BOARD BANDING, PAINTED
L	EXTERIOR LIGHT FIXTURE, WS1
M	VENT, MIN. 4" ABOVE GRADE, PAINT TO MATCH SIDING (TRIM, MIN 3" FROM ANY BUILDING OPENINGS).
O	NON-COMBUSTIBLE RAILING, RE: DETAILS
R	STAINED WOOD TIMBER KICKER
X	CEMENT BOARD & BATTEN SIDING

COLOR KEY	
Elevation Tag	Text

* PAINT ALL EXTERIOR VENT PENETRATIONS TO MATCH BODY OR TRIM COLOR BASED ON LOCATION.
* PAINT SOFFITS TO MATCH TRIM COLOR

GENERAL ELEVATION NOTES

- SEE DETAILS ON A5.1 - A5.2 FOR EXTERIOR PENETRATIONS, MATERIAL TRANSITIONS & CONNECTIONS, AND DOOR & WINDOW DETAILS
- PAINT ALL EXTERIOR VENT PENETRATIONS TO MATCH BODY OR TRIM COLOR BASED ON LOCATION.
- PAINT SOFFITS TO MATCH TRIM COLOR
- FOR T.O. SLAB 100' - 0" = XXXX USGS, REFER TO SITE PLAN A0.06 FOR CALCULATIONS.
- REFERENCE SHEETS A5.1 - A5.7 FOR TYP. EXTERIOR TRIM DETAILS.

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ISSUED REVISION SCHEDULE					
NO.	DESCRIPTION	ISSUED	CHECKED	DATE	
1	FINAL CLASS A SUBMITTALS	A	AW	05-26-2021	
2	REVISIONS	A	AW	05-26-2021	
3	REVISIONS	A	AW	05-26-2021	
4	REVISIONS	A	AW	05-26-2021	

FINAL CLASS A
SUBMITTALS
05.26.2021

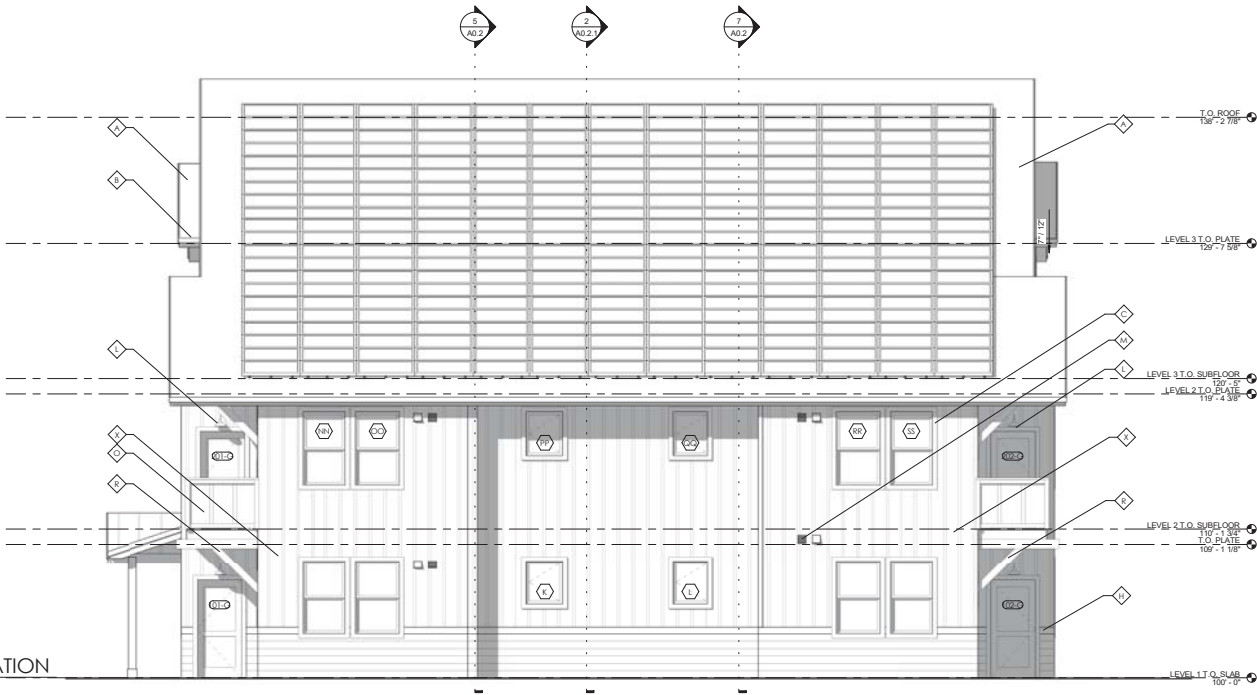
**NOT FOR
CONSTRUCTION**

SHEET No.

A2.2
SOUTH & EAST
ELEVATIONS



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



1 SOUTH ELEVATION
1/4" = 1'-0"



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BLOCK 11
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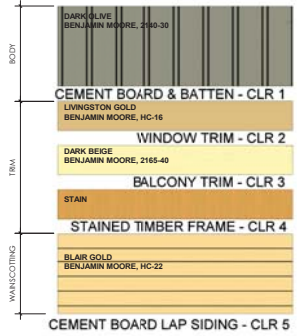
ISSUED REVISION SCHEDULE				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
1	FINAL CLASS A SUBMITTALS	JK	JK	05-26-2021
2	REVISIONS	JK	JK	05-26-2021
3	REVISIONS	JK	JK	05-26-2021
4	REVISIONS	JK	JK	05-26-2021

FINAL CLASS A
SUBMITTALS REVISIONS
05.26.2021

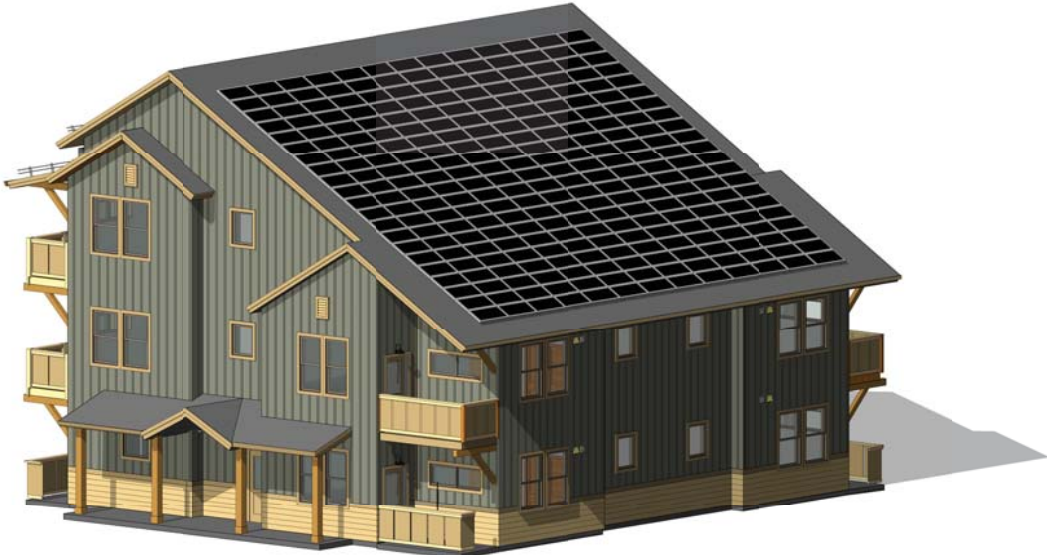
**NOT FOR
CONSTRUCTION**

SHEET No.
A8.1
MATERIAL BOARD -
BUILDINGS 20 AND 60

BUILDING 20 AND 60
COLOR SCHEME 1



① AXO - NORTHEAST - COLOR SCHEME 1



② AXO - SOUTHWEST - COLOR SCHEME 1

DATE PRINTED: 5/26/2021 12:42:09 PM



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**BLOCK 11 NET
ZERO
APARTMENTS**

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ISSUED REVISION SCHEDULE				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
1	FINAL REVISIONS	JK	JK	05-26-2021
2	REVISIONS	JK	JK	04-14-2021
3	FINAL CLASS A	JK	JK	05-18-2021
4	FINAL CLASS A	JK	JK	05-26-2021

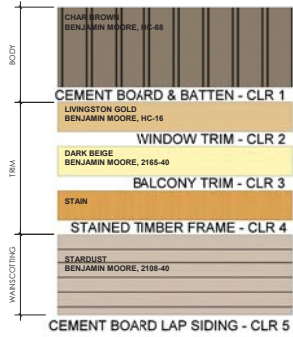
FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

**NOT FOR
CONSTRUCTION**

SHEET No.

A8.2
MATERIAL BOARD -
BUILDING 40

**BUILDING 40
COLOR SCHEME 2**



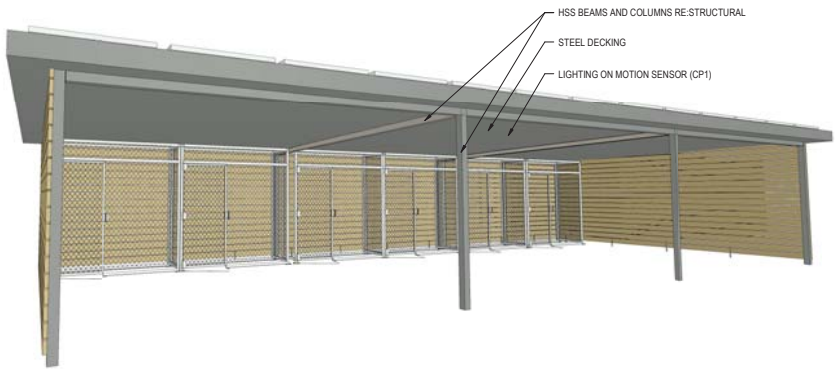
① AXO - NORTH EAST - COLOR SCHEME 1



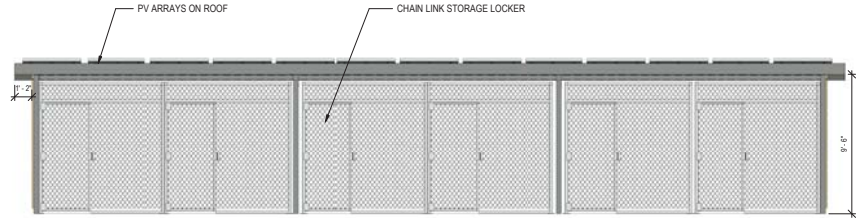
② AXO - SOUTHWEST - COLOR SCHEME 1

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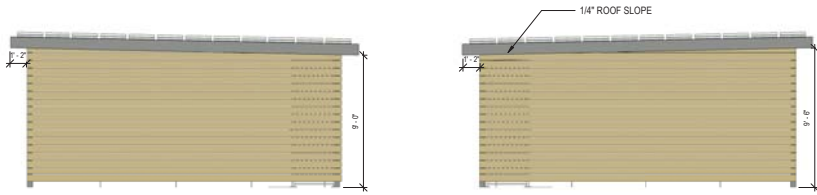
ISSUED REVISION SCHEDULE				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
1	ISSUED FOR PERMIT			05/26/2021



1 CARPORT 1 PERSPECTIVE

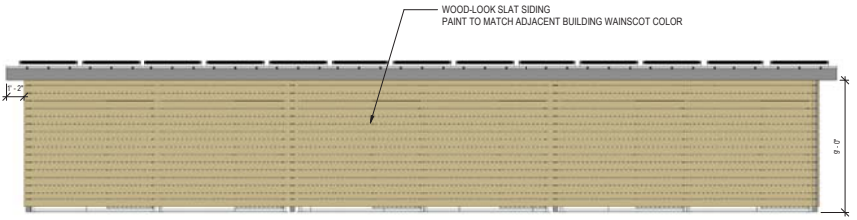


2 CARPORT 1 FRONT ELEVATION
1/4" = 1'-0"

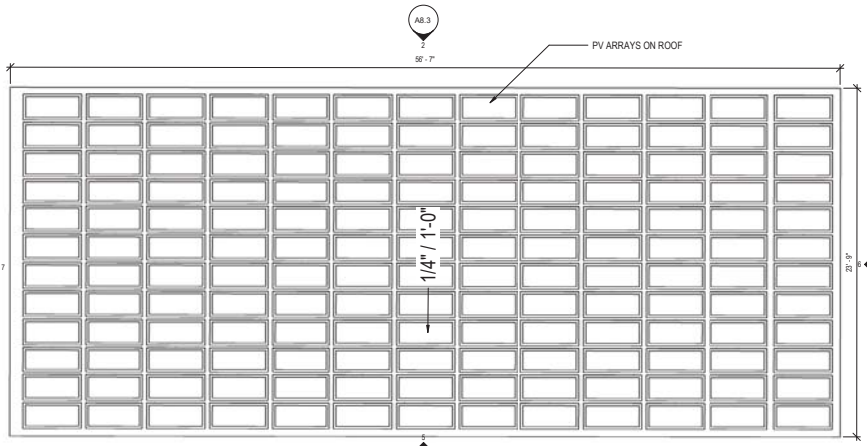


7 CARPORT 1 SIDE ELEVATION - SOUTH
1/4" = 1'-0"

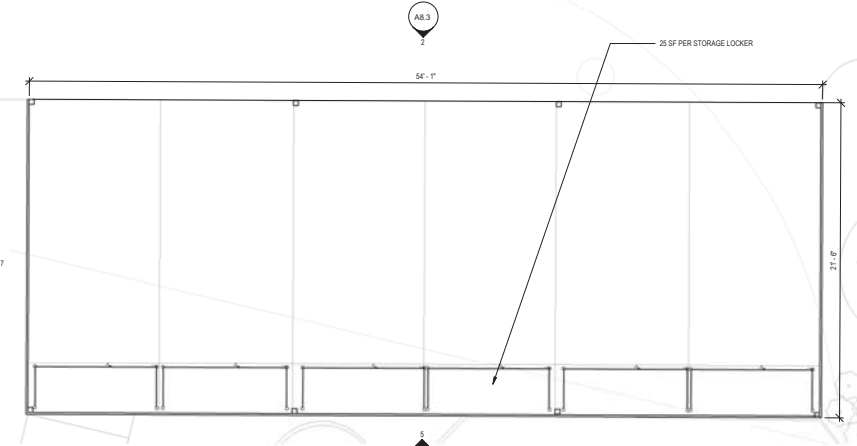
6 CARPORT 1 SIDE ELEVATION - NORTH
1/4" = 1'-0"



5 CARPORT 1 BACK ELEVATION
1/4" = 1'-0"



4 CARPORT 1 ROOF PLAN
1/4" = 1'-0"



3 CARPORT 1 PLAN
1/4" = 1'-0"

FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

NOT FOR
CONSTRUCTION

SHEET No.

A8.3
CARPORT 1 DETAILS

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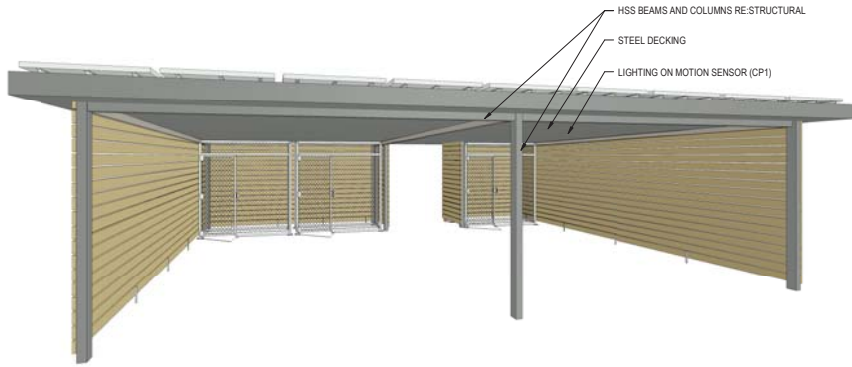
ISSUED REVISION SCHEDULE				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
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FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

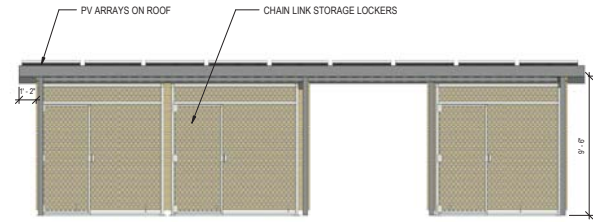
**NOT FOR
CONSTRUCTION**

SHEET No.

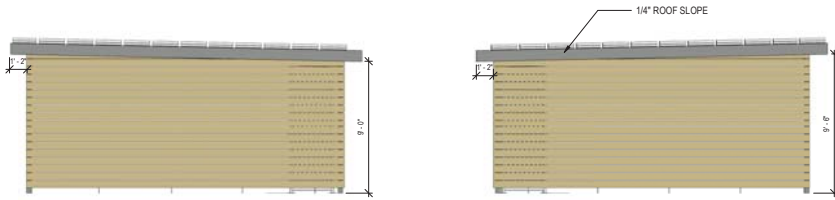
A8.4
CARPORT 2 DETAILS



2 CARPORT 2 PERSPECTIVE

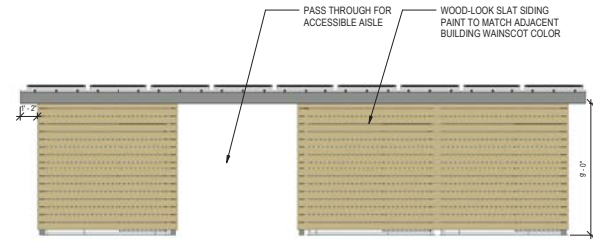


5 CARPORT 2 FRONT ELEVATION
1/4" = 1'-0"

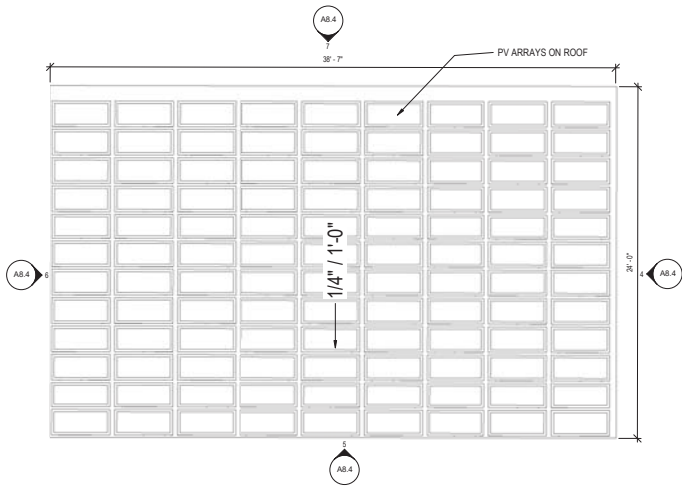


4 CARPORT 2 SIDE ELEVATION - SOUTH
1/4" = 1'-0"

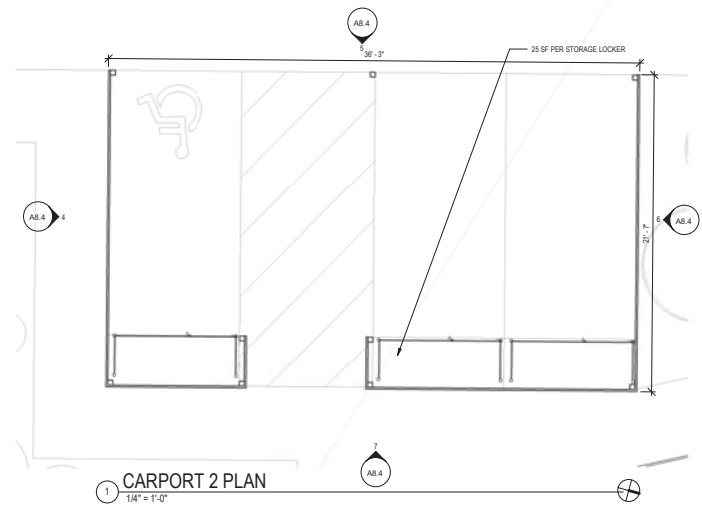
6 CARPORT 2 SIDE ELEVATION - NORTH
1/4" = 1'-0"



7 CARPORT 2 BACK ELEVATION
1/4" = 1'-0"



3 CARPORT 2 ROOF PLAN
1/4" = 1'-0"



1 CARPORT 2 PLAN
1/4" = 1'-0"

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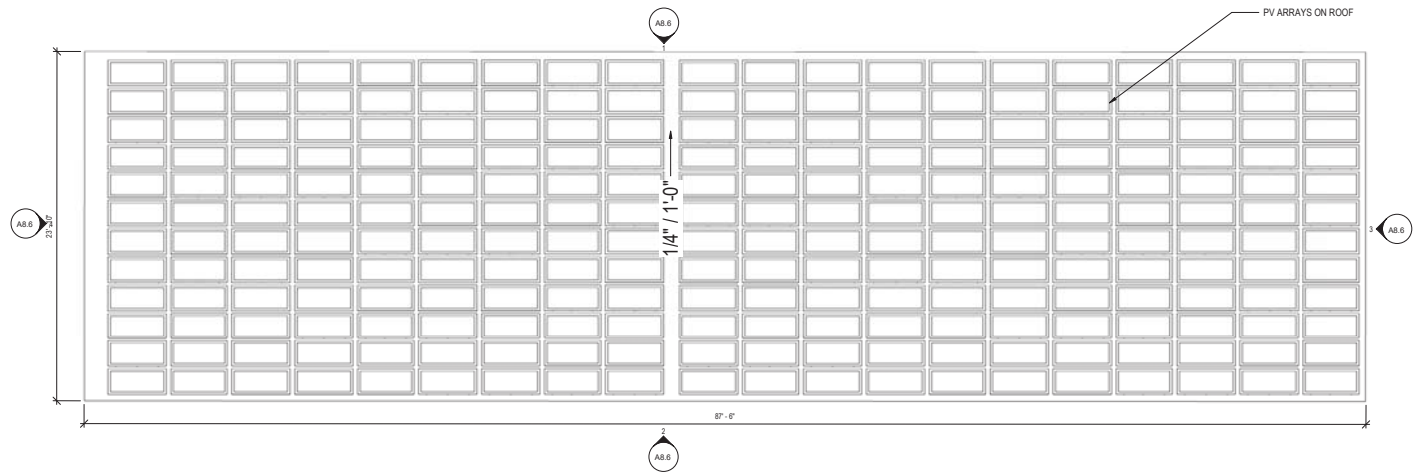
ISSUED REVISION SCHEDULE				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
1	ISSUED FOR PERMITS			05/26/2021
2	ISSUED FOR CONSTRUCTION			

FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

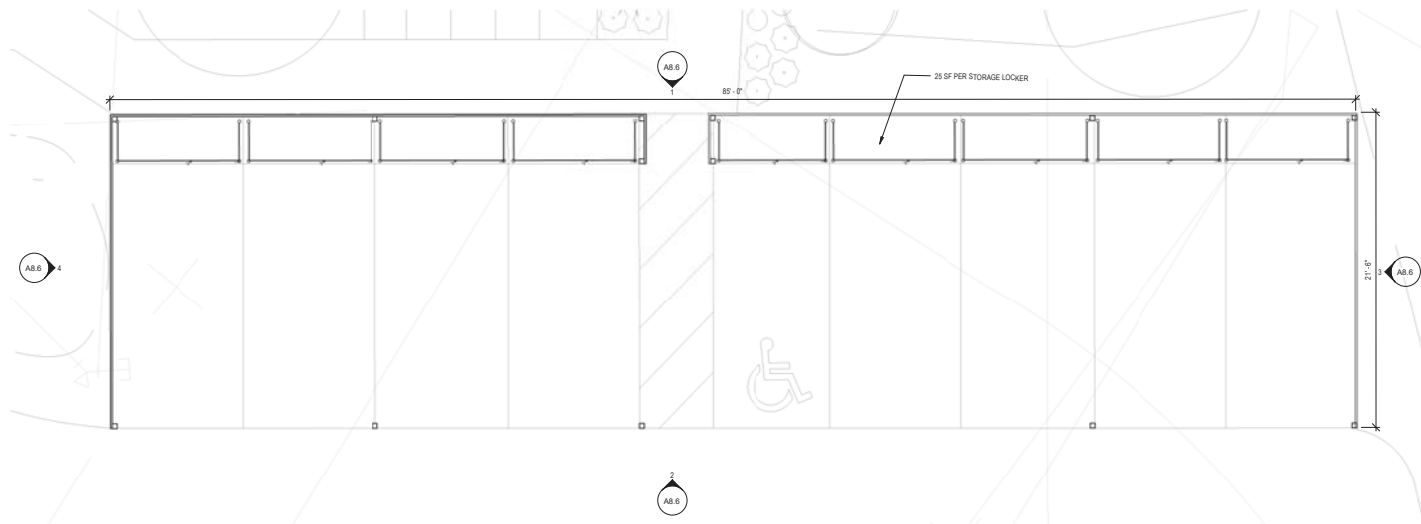
**NOT FOR
CONSTRUCTION**

SHEET No.

**A8.5
CARPORT 3 PLAN
DETAILS**



④ CARPORT 3 ROOF PLAN
1/4" = 1'-0"



② CARPORT 3 PLAN
1/4" = 1'-0"



**COBURN
ARCHITECTURE**

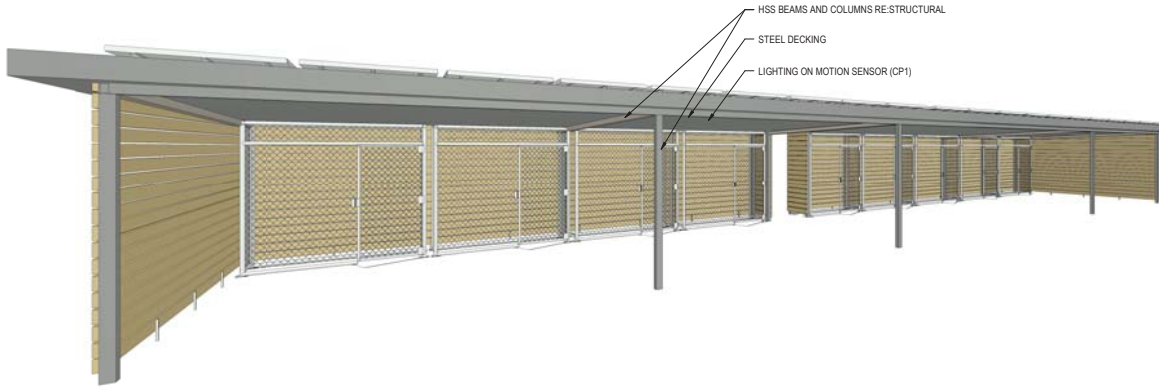
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APARTMENTS**

DREDGE DRIVE,
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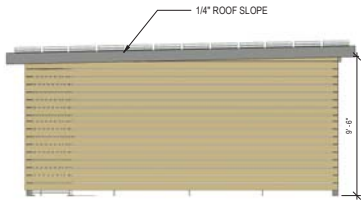
ISSUED REVISION SCHEDULE				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
1	ISSUED FOR PERMIT	05/26/2021		



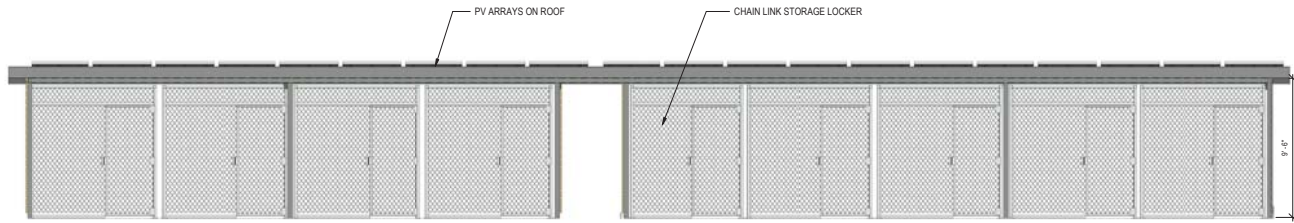
5 CARPORT 3 PERSPECTIVE



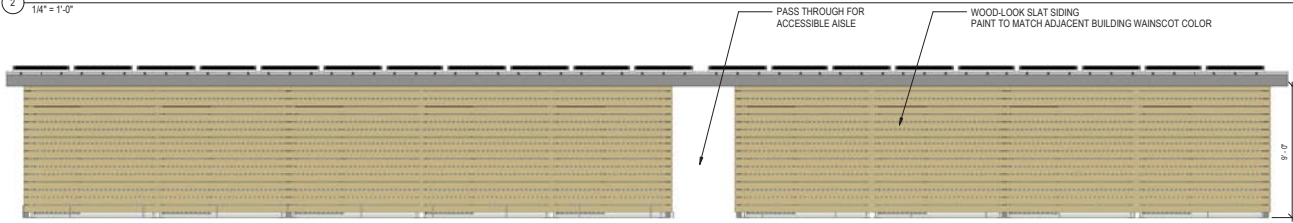
3 CARPORT 3 SIDE ELEVATION - NORTH
1/4" = 1'-0"



4 CARPORT 3 SIDE ELEVATION - SOUTH
1/4" = 1'-0"



2 CARPORT 3 FRONT ELEVATION
1/4" = 1'-0"



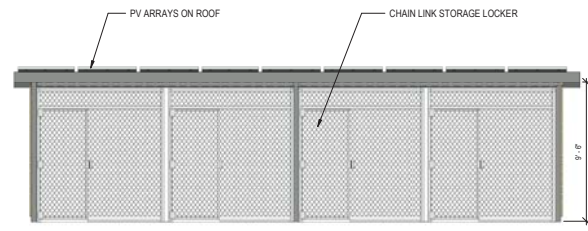
1 CARPORT 3 BACK ELEVATION
1/4" = 1'-0"

FINAL CLASS A
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05.26.2021
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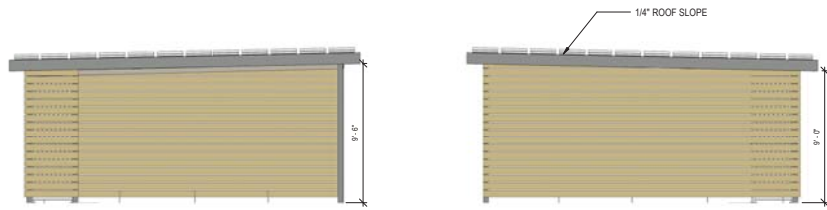
SHEET No.
A8.6
CARPORT 3 ELEVATIONS



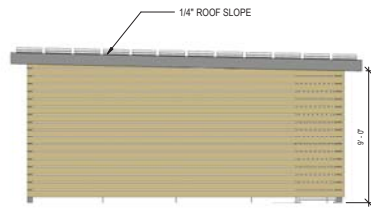
2 CARPORT 4 PERSPECTIVE



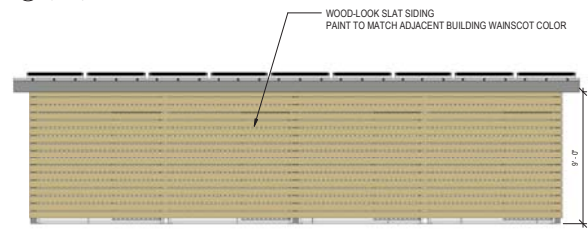
3 CARPORT 4 FRONT ELEVATION
1/4" = 1'-0"



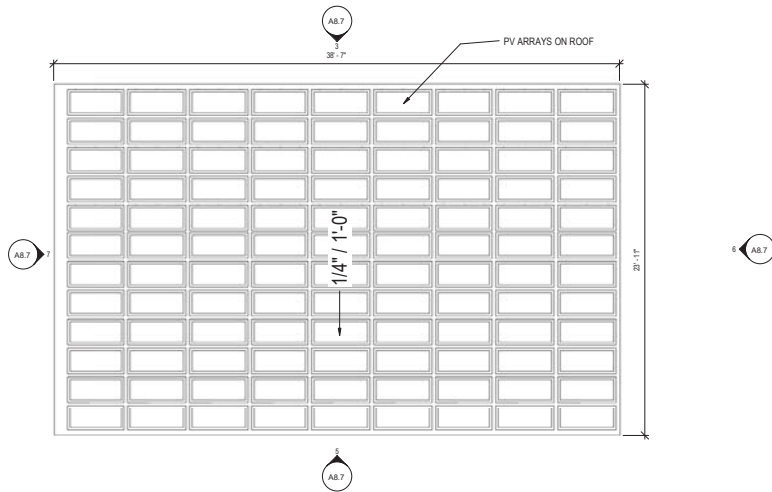
6 CARPORT 4 SIDE ELEVATION - NORTH
1/4" = 1'-0"



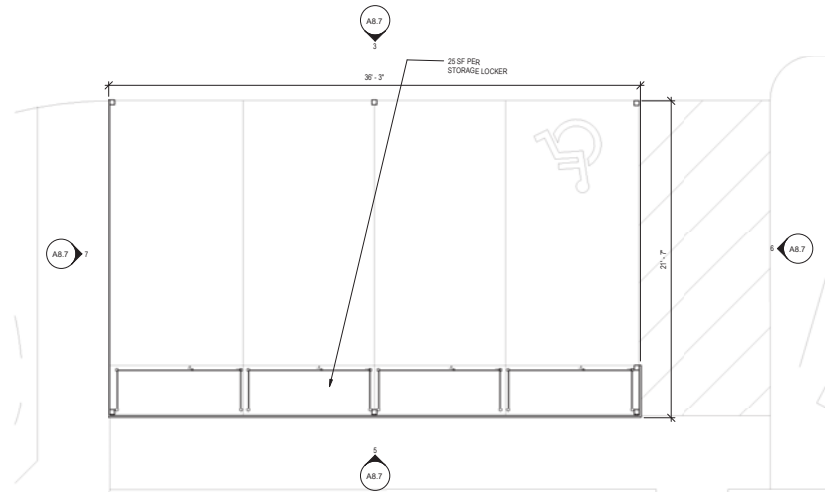
7 CARPORT 4 SIDE ELEVATION - SOUTH
1/4" = 1'-0"



5 CARPORT 4 BACK ELEVATION
1/4" = 1'-0"



4 CARPORT 4 ROOF PLAN
1/4" = 1'-0"



1 CARPORT 4 PLAN
1/4" = 1'-0"



2718 Pine Street, Suite 100
Boulder, Colorado
p. 303-442-3351

**BLOCK 11
APARTMENTS**

DREDGE DRIVE,
BRECKENRIDGE, CO

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CONDITIONS OR DIMENSIONS.

ISSUED REVISION SCHEDULE			
NO.	DESCRIPTION	ISSUED	DATE

FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

NOT FOR
CONSTRUCTION

SHEET No.
A8.7
CARPORT 4 DETAILS

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ISSUED REVISION SCHEDULE				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
1	ISSUE	JA	PTD	04.16.2021
2	ISSUE	JA	PTD	05.18.2021
3	ISSUE	JA	PTD	05.26.2021

FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

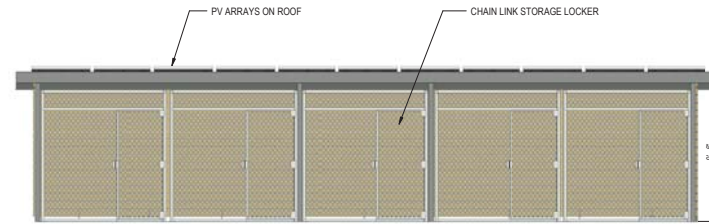
**NOT FOR
CONSTRUCTION**

SHEET No.

A8.8
CARPORT 5 DETAILS



7 CARPORT 5 PERSPECTIVE

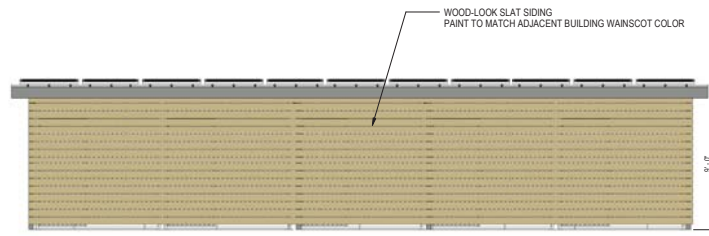


2 CARPORT 5 FRONT ELEVATION
1/4" = 1'-0"

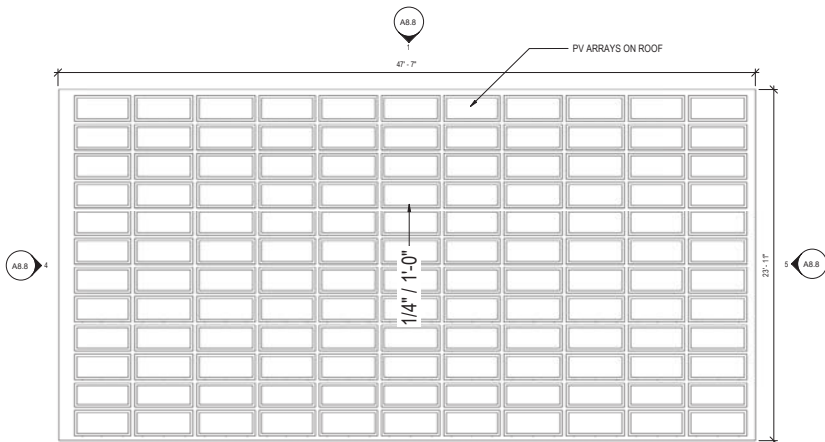


4 CARPORT 5 SIDE ELEVATION - SOUTH
1/4" = 1'-0"

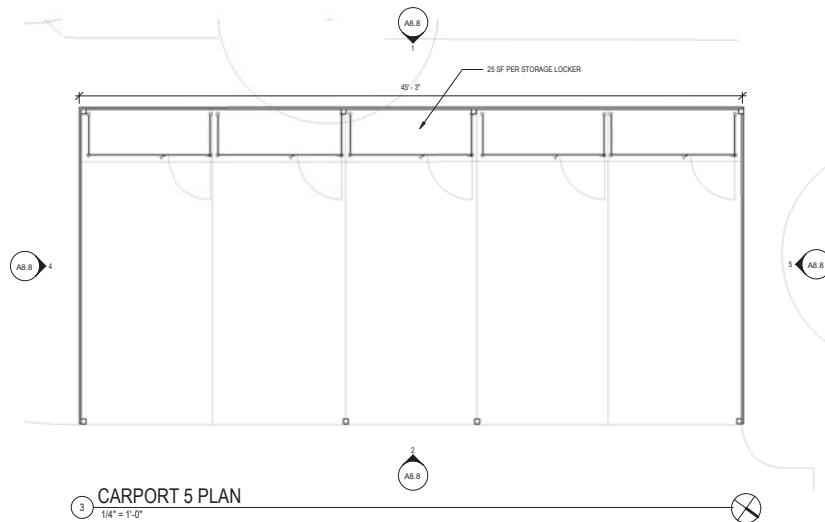
5 CARPORT 5 SIDE ELEVATION - NORTH
1/4" = 1'-0"



1 CARPORT 5 BACK ELEVATION
1/4" = 1'-0"



6 CARPORT 5 ROOF PLAN
1/4" = 1'-0"



3 CARPORT 5 PLAN
1/4" = 1'-0"



**COBURN
ARCHITECTURE**

2718 Pine Street, Suite 100
Boulder, Colorado
p. 303-442-3351

**BLOCK 11
APARTMENTS**

DREDGE DRIVE,
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CONDITIONS OR DIMENSIONS.

ISSUED REVISION SCHEDULE				
NO.	DESCRIPTION	ISSUED	CHECKED	DATE
1	FINAL CLASS A SUBMITTAL REVISIONS			05.26.2021

FINAL CLASS A
SUBMITTAL REVISIONS
05.26.2021

**NOT FOR
CONSTRUCTION**

SHEET NO.

A8.9
TRASH ENCLOSURE
DETAILS



3 TRASH ENCLOSURE PERSPECTIVE - SINGLE DOOR



5 TRASH ENCLOSURE PERSPECTIVE - DOUBLE DOOR



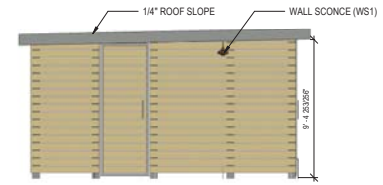
2 TRASH SOUTH ELEVATION
1/4" = 1'-0"



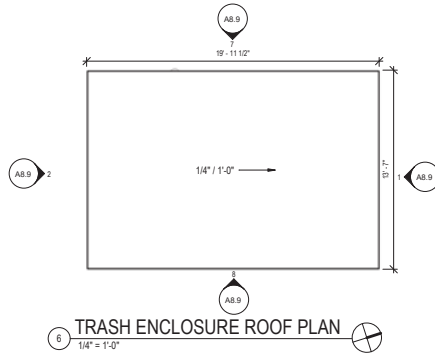
1 TRASH NORTH ELEVATION
1/4" = 1'-0"



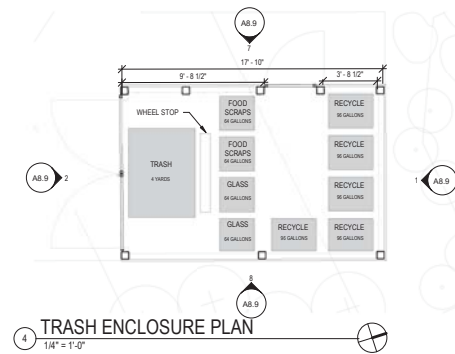
8 TRASH EAST ELEVATION
1/4" = 1'-0"



7 TRASH WEST ELEVATION
1/4" = 1'-0"



6 TRASH ENCLOSURE ROOF PLAN
1/4" = 1'-0"



4 TRASH ENCLOSURE PLAN
1/4" = 1'-0"

Project:		Date
Type:		
Model#		

MWR-MWS LED Bollards

PRODUCT DESCRIPTION

The Moon Walk Series features a heavy-cast aluminum housing designed with modern aesthetics in mind. The architectural luminaire provides brilliant illumination to walkways and other outdoor spaces, improving the visibility, safety, and overall look of any outdoor area. Powered by energy-saving LED technology, this high-powered outdoor luminaire is Dark Sky compliant and paired with state-of-the-art optics to restrict light trespass, glare and light pollution for neighborhood-friendly outdoor lighting.

PRODUCT SPECIFICATIONS

Efficacy: 90 LPW
Delivered Light Output: 1,800 - 2,700 Lumens
Watts: 20W, 30W
CRI: Ra>70
CCT: 3000K, 4000K, 5000K
Input Voltage: 120-277VAC
Power Factor: 0.95
Operating Temperature: -31°F ~ 113°F
Dimming: Non Dimmable
Standard Warranty: 5 Years
Standard Lifetime: Designed to L70 minimum 50,000 hours
IP Rating: IP65
Materials: Steel base / powder coating



S = Square



R = Round

ORDER INFORMATION

EXAMPLE: MWR-36-30W-Y-40K-T5-29-BK



Series	Size	Watts	Voltage	CCT	Optics	Mount	Finish
MWR=Round	18in	20W	Y=120-277V	30K = 3000K	3M	29=Anchor Bolts	SL = Silver
MWS=Square	24in	30W	HV=480V**	40K = 4000K	5M		BZ = Bronze
	36in			50K = 5000K			BK = Black
	42in			WH = White			

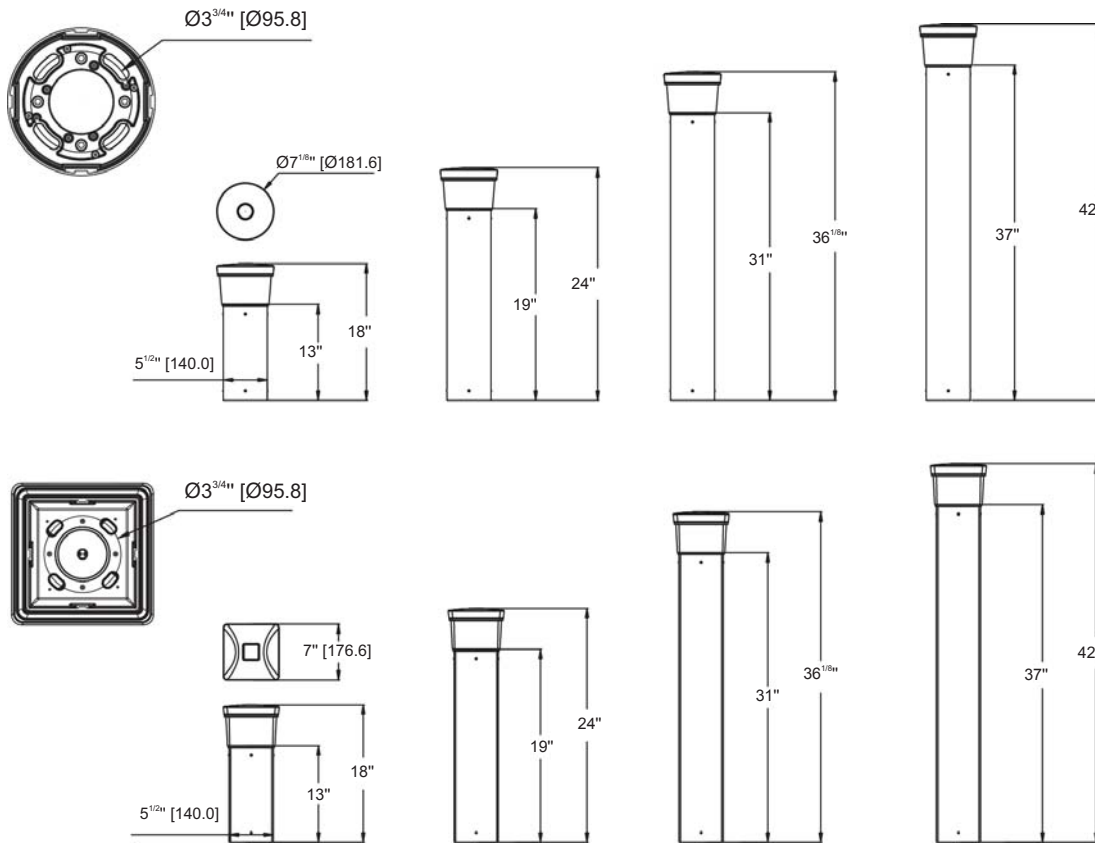
Enter configuration: _____

** Special Order / contact vendor

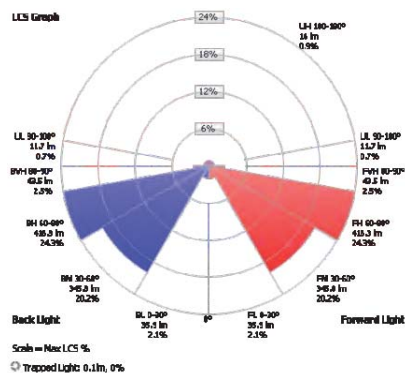
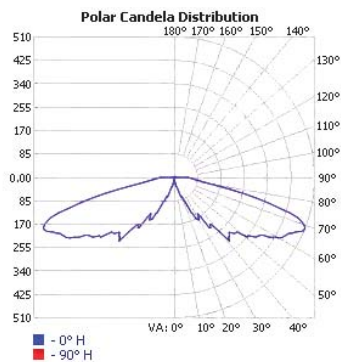
Series / Performance

Series No.	MWR/MWS-20W	MWR/MWS-30W
Power	20W	30W
Lumens:	1,800	2,700
Efficacy	90 LPW	90 LPW
Input current 120/277V	0.16 / 0.07 Amps	0.25 / 0.10 Amps
Input	120-277V AC	120-277V AC

Dimensions



Photometric Data



DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

FEATURES

- Uninterrupted ribbon of light; row mounting optional
- Long life 60,000 hour LEDs at L80 for reduced maintenance
- Superior color consistency within a 3-step MacAdam ellipse and greater than 80 CRI
- Available in 2', 4' or 8' lengths
- Optional integral emergency battery pack
- Three lens options as well as less lens (NL)
- Modular replaceable LED boards and driver accessible for future maintenance or upgrades
- Surface mount, wall mount or suspended



CONTROL TECHNOLOGY



SPECIFICATIONS

CONSTRUCTION

- Housing, wireway, and ends are formed from code-gauge steel
- Housing components act as heat sink for LED heat dissipation
- White painted parts are treated with a five stage phosphate bonding process and finished with high reflectance baked enamel

OPTICS

- Available with or without frosted acrylic lens

INSTALLATION

- Knockouts are provided for electrical access and mounting

ELECTRICAL

- Long-life LEDs are rated for 60,000 hours at L80 lumen maintenance
- Driver options include fixed output for on/off function, step dimming (high/low/off), or continuous 0–10V dimming
- Superior drivers and long-life LEDs provide quality illumination for prolonged service life
- Drivers < 10% THD at 120V, power factor > 0.95

CONTROLS

- Optional SpectraSync™ offers two modes of Tunable White solutions and integrates seamlessly into a variety of control systems
- NX Distributed Intelligence™ provides options for standalone and networked integrated sensor with wired or wireless connectivity for NX system deployments

TECHNOLOGY

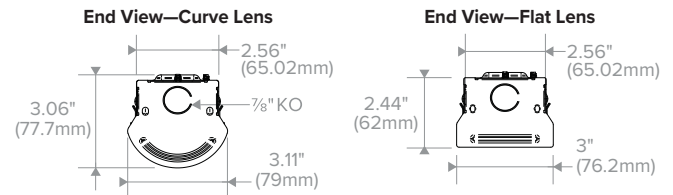
- SpectraSAFE™ is a scalable, cloud-enabled and lighting-based wireless video security solution for interior commercial and industrial applications

CERTIFICATIONS

- IC label is standard for recessed products
- All luminaires are built to UL 1598 and 2108 standards, and bear appropriate cCSAus labels
- Damp Location label standard
- CSA certified to UL 924 standards with battery pack or DTS (Dimming Bypass Module) options

RELATED PRODUCTS

- [Revalume™ Linear Wrap](#)
- [Reverie™ Decorative Low Bay](#)



CERTIFICATIONS (CONTINUED)

- Adheres to LM79, LM80, and TM21 industry standards
- The DTS, Dimming Bypass Module, is for emergency circuit control loads including sensors and wireless systems CSA certified to UL 924. See page 10 for wiring diagram. [Link to Dimming Bypass Module Specification sheet](#)
- This product qualifies as a “designated country construction material” per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 06/01/2020. [See Buy American Solutions](#)

WARRANTY

- 5 year warranty
- See [HLI Standard Warranty](#) for additional information

KEY DATA	
Lumen Range	1377–16,833
Wattage Range	13.5–133.8
Efficacy Range (LPW)	111–142
Reported Life (Hours)	L80–60,000

Catalog Number:
 PROV2-36L-510-3K7-3-BL*-STND_MNT-DL-
 PCA-C-UNV DB84R12-125-SCP-PTF-BL*-ABT

Notes: *SPECIFY FINISH



PROV2

ARCHITECTURAL AREA/SITE

FEATURES

- Reliable, uniform, glare free illumination
- Types 1, 2, 3, 4W, 5Q, and 5W distributions
- Amber, 3000K, 4000K, 5000K CCT
- 0-10V dimming ready
- Integral Surge protection: 10k in parallel, 20k in series
- Upgrade Kits



3000K and warmer CCTs only

See Certification Specifications

SPECIFICATIONS

CONSTRUCTION

- All housing components aluminum 360 alloy, sealed with continuous silicone rubber gaskets
- Standard configurations do not require a flat lens, optional lenses are tempered glass
- All internal and external hardware is stainless steel
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat
- Optical bezel finish to match the luminaire housing

LED/OPTICS

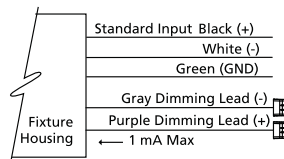
- Optical cartridge system consisting of a die cast heat sink, LED engine, TIR optics, gasket and bezel plate
- Optics are held in place without the use of adhesives
- Molded silicone gasket ensures a weather-proof seal around each individual LED.
- Features individual LED optical control based on high performance TIR optical designs.
- House Side Shield is available on Standard and Clear Lens options except any Type 5 distribution. House Side Shield is not available for any distribution using a Diffused Lens.

INSTALLATION

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

ELECTRICAL

- Luminaires have UL recognized integral surge protection, and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J
- Drivers are UL recognized with an inrush current maximum of <20.0 Amps maximum at 230VAC
- 100%-1% dimming range. Fixture will be wired for low voltage 0-10V dimming control



- Driver and surge suppressor are mounted to a prewired tray with quick disconnects that may be removed from the gear compartment
- Surge protection: 10,000k in parallel, 20,000k in series

CONTROLS

- Egress adapter(s) will slip over a 4"/100mm DIA. pole with the luminaire or arm slipping over the adapter to add a total of 4.5"/114mm to the overall height. Adapter(s) are prewired, independently rotatable 359°, and have a cast access cover with an integral lens and lanyard

PROVIDENCE®



Providence Medium

RELATED PRODUCTS

ØPROL2

PROL2-LK

ØPROS

ØPROB

CONTROLS (CONTINUED)

- Egress adapter will require an auxiliary 120 volt supply for operation of an integral MR16 lamp in the event of emergency. The lamp may be aimed and locked into position with an adjustment range of 15°-45°. Adapter will have a socket that accepts miniature bi-pin MR16 lamps up to 50 watts, lamp by others
- Photocell adapter includes a 7-Pin internal twist lock receptacle. Photocell by others.

CERTIFICATIONS

- ETL listed under UL 1598 and CSA C22.2 No. 250.0-08 for wet locations
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 5/29/2020. [See Buy American Solutions.](#)

WARRANTY

- See [HLI Standard Warranty](#) for additional information

KEY DATA	
LUMEN RANGE	1,81-9,336
WATTAGE RANGE	31.52-71.6
EFFICACY RANGE (LPW)	44.9-118.9
INPUT CURRENT RANGE (mA)	295-615 mA
WEIGHT	29 lbs / 13.15 kg
EPA	1.33

PHOTOMETRY DELIVERED LUMENS DIMENSIONAL DRAWINGS ARMS COLOR CHART

Catalog Number:
 PROV2-36L-510-3K7-3-BL*-STND_MNT-DL-
 PCA-C-UNV DB84R12-125-SCP-PTF-BL*-ABT

Notes: *SPECIFY FINISH



PROV2

ARCHITECTURAL AREA/SITE

DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

ORDERING GUIDE

Example: PROV2-36L-325-3K7-4W-BL-SLA1-DF-HS-AD5-UNV

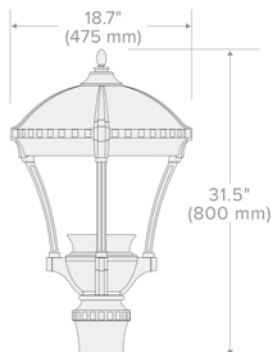
CATALOG #

HOUSING

PROV2					BL - *Specify Finish	
Housing	LED Quantity	Lumen output	CCT/CRI	Distribution	Finish	
PROV2 Providence Medium 2.0	36L 36 LED	295 450mA Microcore Equivalent	AMB Amber-595nm Peak ¹	1 Type I	BLS Black Gloss Smooth	
		325 325mA, 4500 Lumens	3K7 3000K, 70 CRI	2 Type II	BLT Black Matte Textured	
		510 510mA, 6500 Lumens	4K7 4000K, 70 CRI	3 Type III	DBS Dark Bronze Gloss Smooth	
		525 700mA Microcore Equivalent	5K7 5000K, 70 CRI	4W Type IV Wide	DBT Dark Bronze Matte Textured	
		615 615mA, 7500 Lumens	Contact factory for options listed below	5Q Type V Square	GTT Graphite Matte Textured	
			27K8 2700K, 80 CRI	5W Type V Wide	LGS Light Grey Gloss Smooth	
	80 or 90 CRI for standard color temperatures			LGT Light Grey Matte Textured		
				PSS Platinum Silver Gloss Smooth		
				VGT Verde Green Matte Textured		
				WHS White Gloss Smooth		
				WHT White Matte Textured		
				Color Option		
				CC ² Custom Color		

Mounting	Optional Lens	Options	Mounting Options	Voltage
Pole Mount	CL Clear Lens	HS House Side Shield ^{3,5}	AD5 Adaptor-5" OD Pole	UNV 120-277V
STND_MNT ⁶ Standard Mount	DL Diffused Lens ²	PFN Brass Colored Finish	PCA-C Photocontrol Adapter Contemporary	
PT23 2 3/8" tenon		SPK Cast Spikes	EPA-C Egress Adapter Contemporary	
PT3 3" tenon		BPS Brass Colored Struts		
PT4 4" tenon		SF Single Fuse (120, 277)		
		DF Double Fuse (208, 240)		
Arm Mount				
SLA1 4" pole or tenon				
TRA5U-4 4" pole or tenon				
TRA6U-4 4" pole or tenon				
TRA8U-4 4" pole or tenon				
TRA55-4 4" pole or tenon				
TRA5U-5 5" pole or tenon				
TRA6U-5 5" pole or tenon				
TRA8U-5 5" pole or tenon				
TRA55-5 5" pole or tenon				
TRA56-5 5" pole or tenon				
Wall Mount				
WMA55 Wall Mount				
WMA56 Wall Mount				
Pier Mount				
PM1 Pier Mount 1				
PM2 Pier Mount 2				
PM3 Pier Mount 3				

DIMENSIONS



Notes:

- Turtle Friendly
- Diffused Lens is available only with T3 and T5W distribution
- House side Shield is available only with T1, T2, T3 and T4W distributions
- Consult factory for custom color, marine and corrosive finish options
- Contact Factory for additional glare shield options
- Slide over 4" OD Pole

Catalog Number:
 PROV2-36L-510-3K7-3-BL*-STND_MNT-DL-
 PCA-C-UNV DB84R12-125-SCP-PTF-BL*-ABT

Notes: *SPECIFY FINISH

DB8 – Decorative Pole | TYPE

4" ROUND (RD) & FLUTED (FL) DECORATIVE BASE

1. BASE	2. POLE	3. OAH	4. COLOR	5. OPTIONS/ACCESSORIES				



DB8

1. BASE	2. POLE	3. OAH	SHAFT	MAXIMUM ALLOWABLE EPA (MPH)										
				WT	85	90	100	110	120	130	140	150		
DB8	4R10-125	10' (3.1m)	4" RD x .125"	49	19.4	17.1	13.5	10.8	8.9	7.4	6.3	5.5		
DB8	4R12-125	12' (3.7m)	4" RD x .125"	52	15.3	13.4	10.5	8.3	6.7	5.6	4.7	4.0		
DB8	4R14-125	14' (4.3m)	4" RD x .125"	56	12.3	10.7	8.2	6.3	5.0	4.1	3.4	2.9		
DB8	4R16-125	16' (4.9m)	4" RD x .125"	59	10.0	8.6	6.4	4.8	3.6	2.9	2.4	2.0		
DB8	4R10-226	10' (3.1m)	4" RD x .226"	58	23.8	21.0	16.7	13.5	11.1	9.3	8.0	6.9		
DB8	4R12-226	12' (3.7m)	4" RD x .226"	64	19.2	16.9	13.3	10.6	8.6	7.2	6.1	5.3		
DB8	4R14-226	14' (4.3m)	4" RD x .226"	71	15.9	13.9	10.8	8.4	6.8	5.6	4.7	4.0		
DB8	4R16-226	16' (4.9m)	4" RD x .226"	77	12.4	12.3	9.4	7.3	5.7	4.7	4.0	3.3		
DB8	4F10-188	10' (3.1m)	4" FL x .188"	55	22.1	19.5	15.4	12.4	10.2	8.5	7.1	6.1		
DB8	4F12-188	12' (3.7m)	4" FL x .188"	60	17.6	15.4	12.1	9.6	7.7	6.4	5.3	4.4		
DB8	4F14-188	14' (4.3m)	4" FL x .188"	65	14.3	12.5	9.6	7.5	5.9	4.8	3.9	3.2		
DB8	4F16-188	16' (4.9m)	4" FL x .188"	70	11.7	10.1	7.6	5.8	4.4	3.5	2.7	2.2		

Note: Overall height is measured to top of pole.

SPECIFICATIONS

Base shall be cast aluminum #356 alloy, free of any porosity, foreign materials, or cosmetic fillers. Base casting shall be heat treated to a T-6 condition, and of uniform wall thickness, with no warping or mold shifting.

WARNINGS

Caution must be exercised in the selection of a design wind speed when the pole is to be installed in a special wind region (as indicated by the wind map) or in an area where wind speed is unpredictable.

AAL recommends consulting a local engineer when the pole is to be installed in an area that may be subject to extreme weather and exposure

Poles installed on structures such as buildings and bridges may be subjected to vibration, oscillations, and other fatigue effects which are not covered by the AAL warranty.

The use of banners or other appendages can severely affect the loading of a pole. No banner or other appendage should be attached to an AAL pole unless approved by AAL.

If the products are to be used on an existing foundation or on other structures, the customer assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures and all the consequences arising therefrom.

CAUTION

Poles should never be erected without the luminaire installed.

Anchor bolts shall be hot dip galvanized steel. Six galvanized hex nuts and flat washers, and a bolt circle template shall be provided. Anchor bolt for poles are 3/4" x 24" x 3".

CERTIFICATION

Certified UL 1598 in accordance with Article 410 of ANSI/NFPA 70, National Electrical Code.

2. COLOR BL* - *Specify Finish

BLS	Black Gloss Smooth
BLT	Black Matte Textured
DBS	Dark Bronze Gloss Smooth
DBT	Dark Bronze Matte Textured
GTT	Graphite Matte Textured
LGS	Light Grey Gloss Smooth
LGT	Light Grey Matte Textured
PSS	Platinum Silver Smooth
VGT	Verde Green Textured
WHS	White Gloss Smooth
WHT	White Matte Textured

Color Option

CC* Custom Color

* Consult factory for custom color, marine and corrosive finish options

3. OPTIONS / ACCESSORIES

- FH (Flag holder. Specify location on pole)
- FS1 (Single weatherproof fuse holder. Fuse by others.)
- FS2 (Double weatherproof fuse holder. Fuse by others.)
- LR (Ladder rest. Slips over a 4" O.D. pole.)
- PCA-T (Rotatable photocell housing. The housings slip over a 4" / 100mm O.D. pole. A fixture slips over the 4" / 100mm O.D. tenon. Includes an internal twistlock receptacle, and an access cover with integrally stainless steel tether. Adds 5" / 125mm to the overall height of the pole / fixture assembly. Prewired on the load side and line side for easy installation. Photocell by others.)
- PCR (Low profile twistlock photocell receptacle with cast pole cap top. Secures to the top of the pole with three stainless steel set screws. Photocell by others.)
- PLT (Plant Hanger. For 4" O.D. poles. (specify location on pole)
- RBC (Cast aluminum receptacle housing, integrally welded to the pole. Includes a NEC approved clear weatherproof cover. Does not include a receptacle or internal wiring.)

ABT - anchor bolt template

JOB	_____
TYPE	_____
NOTES	_____



ARCHITECTURAL AREA LIGHTING
 17760 Rowland Street | City of Industry | CA 91748
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Catalog Number:
PROV2-36L-510-3K7-3-BL*-STND_MNT-DL-
PCA-C-UNV DB84R12-125-SCP-PTF-BL*-ABT

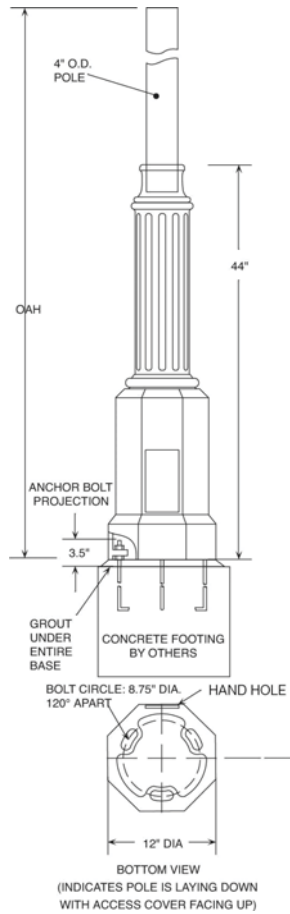
Notes: *SPECIFY FINISH

DB8 – Decorative Pole

TYPE

4" ROUND (RD) & FLUTED (FL) DECORATIVE BASE

DIMENSIONS



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| 2 |

Catalog Number:
 PROV2-36L-510-3K7-3-BL*-STND_MNT-DL-
 PCA-C-UNV DB84R12-125-SCP-PTF-BL*-ABT

Notes: *SPECIFY FINISH

Sensor Control Programmable – SCP

TYPE

FEATURES

- CA Title 24 Solution
- Motion Sensing up to 40' mounting height
- Daylight Photo Control
- 0-10V Control Signal
- 20KV/10KA Surge Protection
- Hand Held Remote Adjustment
- For Round or Square Straight Poles
- AAL Poles include wire and mounting holes



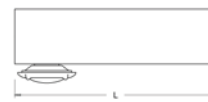
SPECIFICATIONS

SCP



- Length: 5 3/4" / 136 mm
- Width: 3" / 76 mm
- Height: 4" / 102 mm
- Weight 1.5 lbs. / 0.7 kg
- EPA: 0.1
- IP Rating: 66

SCP-HV3/SCP-HV4



- Length: 11" / 279 mm
- Width: 3" / 76 mm
- Height: 4" / 102 mm
- Weight 4 lbs. / 1.8 kg
- EPA: 0.2
- IP Rating: 66

Note: An SCP provides a single control signal that may control multiple fixtures. Note that individual fixtures typically are only able to accept a single control signal.

ORDERING INFORMATION



1. MODEL

Standard daylight photo-control with motion sensing coverage up to 40' sensor height.

SCP 120-277 VAC
 SCP-HV3 347 VAC
 SCP-HV4 480 VAC

2. POLE

The SCP may be ordered as an accessory to a configured pole or in the case of a stand alone unit, the pole contour must be communicated to the factory.

R3 fits a 3" / 76.2 mm round pole
 R4 fits a 4" / 101.6 mm round pole
 R5 fits a 5" / 127 mm round pole
 S fits a square pole

3. COLOR

BLS Black Gloss Smooth
 BLT Black Matte Textured
 DBS Dark Bronze Gloss Smooth
 DBT Dark Bronze Matte Textured
 GTT Graphite Matte Textured
 LGS Light Grey Gloss Smooth
 LGT Light Grey Matte Textured
 PSS Platinum Silver Smooth
 VGT Verde Green Textured
 WHS White Gloss Smooth
 WHT White Matte Textured

Color Option

CC* Custom Color

* Consult factory for custom color, marine and corrosive finish options

REMOTE

Handheld commissioning tool is required to separately configure or adjust any number of sensors.

SCPREMOTE Commission Tool



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JOB _____
 TYPE _____
 NOTES _____

| 1 |



**HI-LITE MFG.
CO., INC.**
13450 Monte Vista Avenue
Chino, California 91710
Telephone: (909) 465-1999
Fax: (909) 465-0907

Job Name:
Block 11 Apartments

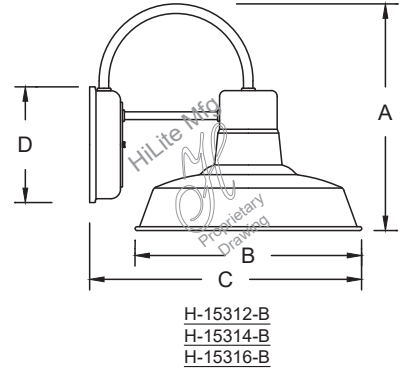
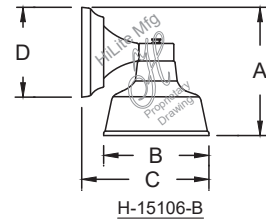
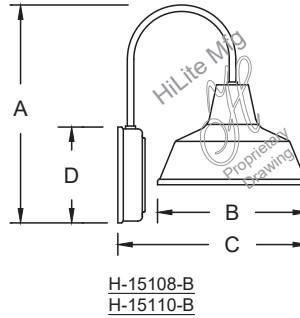
Type: _____

Quantity: _____

**For Wall
Mount Only**

Item Number	Height (A)	Width (B)	Projection (C)	Canopy Dia. (D)
H-15106-B	8"	6"	8"	5 1/2"
H-15108-B	12"	8"	10"	6 1/4"
H-15110-B	13"	10"	13"	6 1/4"
H-15312-B	13-1/2"	12"	14 1/2"	6 1/4"
H-15314-B	15"	14"	16"	6 1/4"
H-15316-B	15"	16"	18"	6 1/4"

**Warehouse Shade
Collection**



Fixture No.	Fixture Color	Optional Accessories	Accessory Color	Wattage/Lamp Options	Ballast Options	Voltage
H-15106-B ⁽¹⁾⁽⁶⁾	Standard ⁽²⁾ 91 (Black)	CGU (Cast guard & glass)	Standard 91 (Black)	Incandescent (1) (5) (Fixture is standard 75W, 100W or 200W. Do not specify.)	Ballast option not available for INC.	Incandescent (Fixture is standard 120V. Do not specify.)
H-15108-B ⁽¹⁾⁽⁶⁾	93 (White)	LCGU (Large cast guard & glass)	93 (White)	CFL (3) (5) (Compact Fluorescent)	RB (4) (Remote)	CFL M (Multi 120/277V)
H-15110-B ⁽¹⁾⁽⁶⁾	95 (Dk. Grn)	WGU (Wire guard & glass)	95 (Dk. Grn)	13/CFL	OBB (Onboard)	HID RB and BCM
H-15312-B	96 (Galv.)	LWGU (Large wire guard & glass)	96 (Galv.)	18/CFL	OBB (Fluorescent Options 13W-57W)	M (Multi 120/208/240/277V)
H-15314-B	BR47 (Rust)	ARN (Acorn globe)	BR47 (Rust)	26/CFL	For specs see pages 341-343.	
H-15316-B	BK01, GN20.	LARN (Large acorn globe)	For all finishes see pages 344-348.	42/CFL		
	Upgraded ⁽²⁾ Finishes 29, 66, 82, 92, 94, 97, 100, 103, 104, 105, 112, 113, 114, 117, 118, 119, 127, 128, 133, 134, 135, 136, 139, 140, 01, 11, 22, 25, 33, 77, 89, 24, 44, 48, 49.	WGR (Wire guard)		57/CFL		
	For finish specs see pages 344-348.	For specs and glass color see pages 321-344.		DMB (Dimmable Ballast for CFL. Add to Part No.)		
				HID ⁽³⁾ (High Intensity Discharge)		
				MH ^{(3) (5)} (Metal Halide)		
				35/MH		
				50/MH		
				70/MH		
				100/MH		
				150/MH		
				175/MH		
				HPS ^{(3) (5)} (High Pressure Sodium)		
				50/HPS		
				70/HPS		
				100/HPS		
				150/HPS		
				LED See LED specification sheet.	LED See specifications for complete part number.	LED See specifications for complete part number.

H-15312-B - 91 / WGR - 91 / 13/CFL - OBB - M

ORDER EXAMPLE
(USE THIS FORMAT TO PLACE ORDER)

Notes:

- (1) H-15106-B available for 75W Max INC only and not available with glass enclosures.
H-15108-B and H-15110-B available for 100W Max INC only and not available with glass enclosures.
- (2) For interior finish of fixture refer to color chart on pages 344-348. For copper and aluminum finishes loop arm and straight arm will be painted copper or painted aluminum.
- (3) Requires Globe Option (See pages 339-341 for Globe Options)
CGU and WGU Max. Wattage 100W INC, 100W HID and 32W CFL.
LWGU, LCGU, ARN and LARN Max Wattage 200W INC, 175W HID and 57W CFL.
- (4) (RB) Remote ballast not available for Fluorescent Lamping.
- (5) Socket Bases: INC and HID are medium base. CFL is GX24Q.
- (6) Not available in LED

Suitable for wet location.



Memo

To: Breckenridge Town Council Members
From: Shannon Smith, Town Engineer
Date: 6/2/2021
Subject: Capital Improvements Plan

The Five Year Capital Improvement Plan (CIP) is attached to this memo in draft format for Town Council input and direction. This current plan includes budget increases for 2022 including the McCain Access Road from Stan Miller Drive to Coyne Valley Road, Fiber Infrastructure, asphalt overlay, the Watson Roundabout, the expanded River Walk Project, and the Warrior's Mark sidewalk extension. A new project to repair the west side of the Broken Lance Drive loop is also proposed.

McCain Access Road: In prior years, this project was budgeted for a roadway that connected Stan Miller Dr. to the School District property on the McCain parcel, as obligated in the IGA with the School District. The project is now proposed to extend the new road to Coyne Valley Road and be completed in 2024 to support the additional developments on McCain such as housing.

Fiber: With the recent grant award to support the Town's fiber infrastructure goals, Staff recommends funding additional fiber work in 2022. Locations for the work have not yet been determined and could be dependent on the parameters of the recently awarded grant, as well as other grant opportunities.

Roadway Resurfacing: Public Works engaged Infrastructure Management Services (IMS) to conduct an independent asphalt evaluation of our road network. Based on the initial data from IMS, Staff recommends increasing the overlay budget for 2022-2025. Staff will bring the asphalt evaluation results to Council once the study by IMS is finalized.

Watson Roundabout: As the design advances on the Watson Roundabout, the cost estimate to complete the project has increased due to additional project scope and the rising cost of construction. The extents of the project have grown to include sidewalk on the west side of Park Avenue, additional stormwater infrastructure, and asphalt improvements south to Ski Hill Rd.

River Walk Project: As directed by Council, this project now includes the consideration of improvements to the River Walk from French Street to S. Park Ave. The proposed 2022 budget for this project is to complete design documents and the following years are place holder amounts to phase the construction of the improvements.

Warrior's Mark Sidewalk Extension: This project was first budgeted in 2020, but was postponed during COVID budget cuts. The project extends the existing sidewalk on the east side of Broken Lance Drive to the next transit stop.

Broken Lance Drive Repair: This project is the design and construction of improvements for the west side of the Broken Lance Dr. loop. The project will mitigate the impacts of groundwater and surface run-off on the roadway and subgrade. Design is proposed in 2022 with construction in 2023.

Staff will be present at the work session to discuss the proposed CIP with Town Council.

**** DRAFT ****

Five Year Capital Improvement Plan Summary 2022 to 2026

Capital Fund Projects

Recreation	2022	2023	2024	2025	2026	TOTAL
						-
Total	-	-	-	-	-	-

Public Works

McCain Property Improvements- Access Road	-	-	9,400,000	-	-	9,400,000
Coyne Valley Bike Underpass	600,000	-	-	-	-	600,000
Blue River Crossing at Coyne Valley Road	2,900,000	-	-	-	-	2,900,000
Blue River Rehabilitation	4,500,000	-	-	-	-	4,500,000
Fiber Infrastructure	2,500,000	-	-	-	-	2,500,000
Broken Lance Drainage and Roadway Repair	150,000	500,000	-	-	-	650,000
Childcare Facility	-	-	200,000	-	-	200,000
Airport Road Improvements	-	-	-	-	7,500,000	7,500,000
Undergrounding of Overhead Utilities	-	200,000	-	200,000	-	400,000
Roadway Resurfacing	2,000,000	2,000,000	2,000,000	1,000,000	850,000	7,850,000
Infrastructure Improvements- Culverts	350,000	350,000	350,000	350,000	350,000	1,750,000
Total	13,000,000	3,050,000	11,950,000	1,550,000	8,700,000	38,250,000

100% Renewable Energy

Town Facilities Energy Upgrades	100,000	100,000	100,000	100,000	100,000	500,000
Solar/Renewable Implementation	90,000	90,000	90,000	90,000	90,000	450,000
Total	190,000	190,000	190,000	190,000	190,000	950,000
GRAND TOTAL	13,190,000	3,240,000	12,140,000	1,740,000	8,890,000	39,200,000

Capital Funding Sources

Excise	13,190,000	3,240,000	12,097,000	1,740,000	5,140,000	35,407,000
McCain Rents	-	-	43,000	-	-	43,000
Other Funding (Blue River Rehabilitation)	-	-	-	-	-	-
Housing Fund (50% for Airport Rd. Improvements)	-	-	-	-	3,750,000	3,750,000
Conservation Trust Transfer	-	-	-	-	-	-
Total	13,190,000	3,240,000	12,140,000	1,740,000	8,890,000	39,200,000

Parking and Transportation Fund Projects

Watson Roundabout	5,000,000	-	-	-	-	5,000,000
River Walk Project	500,000	-	3,000,000	1,000,000	1,000,000	5,500,000
Wayfinding Phase 2	-	-	-	-	1,000,000	1,000,000
S.Park Ave & Main Street Roundabout	-	-	-	250,000	250,000	500,000
F-Lot Pedestrian and Parking Lot Improvements	-	-	-	2,000,000	-	2,000,000
Pedestrian Corridor Lighting	-	-	-	100,000	100,000	200,000
Sidewalk Master Plan Implementation	-	250,000	250,000	250,000	250,000	1,000,000
Warrior's Mark Sidewalk Extension	250,000	-	-	-	-	250,000
Four O'clock Pedestrian Improvements	-	-	-	-	1,400,000	1,400,000
Village Road Pedestrian Improvements	-	-	-	-	300,000	300,000
Transit Center	-	-	-	-	5,000,000	5,000,000
Total	5,750,000	250,000	3,250,000	3,600,000	9,300,000	22,150,000

Parking and Transportation Funding Sources

Excise Fund Transfer	5,750,000	250,000	3,250,000	3,600,000	9,300,000	22,150,000
Total	5,750,000	250,000	3,250,000	3,600,000	9,300,000	22,150,000

MEMORANDUM

To: Breckenridge Town Council
From: Jennifer Pullen, Assistant Public Works Director
CC: James Phelps, Public Works Director
Date: June 8, 2021
Subject: Transit Grants Summary

Over the past several years, the Town of Breckenridge Transit Division has been successful in receiving federal transportation grants. The purpose of this memo is to review the more recent transit grants with the Breckenridge Town Council and have staff available for any questions.

Grant Background:

Due to the population size of the Town of Breckenridge, the Town’s transit agency, the Breckenridge Free Ride, is considered a “rural” transit agency under FTA definition. Since our agency is considered a small rural agency, we apply for grants through CDOT. CDOT is the main recipient of these FTA grants and they distribute grant funds to the various transit agencies.

Grants from the federal government, specifically FTA, are in two categories, competitive and formula. Formula grant funds are apportioned to States based on a formula that includes land area, population, revenue vehicle miles, and low-income individuals in rural areas. Most of these grants require a local match and that amount depends on the type of grant opportunity. For example; the 2019 three e-bus and charger grant requires a 20% local match. Grant awards are included in the transit division’s budget depending the project timeline.

In order to be eligible for any grant opportunity, agencies must be in good standing with CDOT as well as have the technical and financial capacity to manage the grant projects. This would include maintaining agency policies such as EEO and Title VI, yearly NTD (National Transit Database) submission and other grant management requirements.

Competitive Grants:

More recently, the Transit Division applied for and received grants for four new electric buses, multi-modal e-bike study and implementation, and bus camera upgrades. These grants were all competitive and required applications, detailed project information and scopes of work. Generally, projects related to these grants take two to three years to complete. Below is a summary of these competitive grants:

Award Year	Award Description	Amount Awarded
2019	2019-5339(b): Three (3) Electric Buses and Chargers	\$2,015,775.00
2022	2022 Settlement Fund One (1) Electric Bus	\$482,900.00
2022	2022 FASTER camera upgrade	\$144,000.00
2020	Multimodal Options Fund (MMOF) – E-bike Project	\$420,000.00
Total		\$3,062,675.00

Formula Grants:

Over the past few years, the Town has received formula fund grants to assist with operational and administrative costs related to operating a transit service. Most recently, the Town received CARES and CRRSAA funding due to impacts of COVID-19. Coronavirus Aid, Relief, and Economic Security Act, (CARES) was economic stimulus bill passed in March 2020. The Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was passed in December of 2020. These funds were a one-time distribution and both did not require any local match. Both of these grants direct recipients to use the funds for payroll and operational expenses only. These funds have been or will be used for wages and benefits since these are some of the larger expenses for transit. The other grant listed below is made available from section 5311 of Chapter 53 of Title 49, U.S. Code. This grant is offered yearly and we intend to apply for these funds as long as they are available. Below is a summary of the formula fund grants:

Award Year	Award Description	Amount Awarded
2019	2019 5311 Admin/Operating	\$180,430.00
2020	2020 5311 Admin/Operating	\$198,466.00
2021	2021 5311 Admin/Operating	\$218,311.00
2020	2020 CARES Act	\$1,244,715.00
2021	2021 5311 CRRSAA	\$2,896,959.00
Total		\$4,738,881.00

The recent grants mentioned above are highlighted for example, but the Transit Division has received grants dating back to 2006. In total, grants for capital, operations, administration and other transit projects is close to 20 million dollars. Going forward, there will be more grant opportunities for the transit division. For example, the American Rescue Plan Act (ARPA) of 2021 was signed into law in March 2021. This act does provide funds for transportation but the details and timeline on what the Town would be able to apply for are unknown. A goal of the transit division is to continue applying for and utilizing these grant funds to help offset the growing cost of running a transit agency.

The formula grant funds noted above will be applied to the Town budget. Staff would like to utilize budget savings to offset anticipated Capital expenses (e.g., fleet).

Staff will be available for any questions.