



TOWN OF
BRECKENRIDGE

Town Council Work Session

Tuesday, January 11, 2022, 4:30 PM
VIRTUAL Town Hall Council Chambers

THIS MEETING WILL BE HELD VIRTUALLY ONLY.

This meeting will be broadcast live over Zoom. Log-in information is available in the calendar section of our website: www.townofbreckenridge.com. Public comments may be delivered during the virtual meeting by using the "Raise Hand" feature in Zoom (during designated public comment times only), by email to mayor@townofbreckenridge.com, or by mailed letter prior to the meeting.

I. PLANNING COMMISSION DECISIONS (4:30-4:35pm)

Planning Commission Decisions

II. LEGISLATIVE REVIEW (4:35-5:15pm)

Amenity Space Code Amendment Clarification (Second Reading)

Development Agreement with Brian Peterson and Danielle O'Grady (First Reading)

Water District Parcel Annexation (First Reading)

Engineering Standards Amendment (First Reading)

April 5, 2022 Mail Ballot Election (Resolution)

Justice Center IGA (Resolution)

Resolution Approving Assistant Prosecutor and Compensation (Resolution)

III. MANAGERS REPORT (5:15-5:45pm)

Public Projects Update

Mobility Update

Housing and Childcare Update

Committee Reports

Breckenridge Events Committee Update

Open Space Master Plan Update

IV. PLANNING MATTERS (5:45-6:15pm)

Exterior Food & Beverage Areas

Child Care Committee Appointments

V. OTHER (6:15-6:50pm)

E-Bike Share Study Presentation



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: January 5, 2022
Subject: Planning Commission Decisions of the January 4, 2022 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, January 4, 2022:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Wray Residence, 68 Iron Mask, PL-2021-0377

A proposal to build a new 6,961 sq. ft. single family residence with 8 bedrooms, 8 bathrooms, and a 3 car garage. *Approved.*

2. Thomas Residence Addition, 465 White Cloud Dr., PL-2021-0600

A proposal for a 1,511 sq. ft. addition to an existing 3,470 sq. ft. single family residence. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Wray Residence, 68
Iron Mask



Thomas Residence
Addition, 465 White Cloud

Kuhn Single Family Residence
and Accessory Dwelling Unit,
203 Briar Rose Lane

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:32 p.m. by Vice Chair Delahoz. The meeting was a virtual electronic meeting through the Zoom platform, as a result of the COVID-19 pandemic.

ROLL CALL

Mike Giller	Jay Beckerman- absent	Mark Leas	George Swintz
Tanya Delahoz	Steve Gerard	Allen Frechter	

Mark Leas was absent for the rollcall, but entered the meeting shortly after.

APPROVAL OF MINUTES

With no changes, the December 7, 2021 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

The "Other Matters" portion of the meeting was moved to after the Alta Verde II Workforce Housing Work Session and the January 4, 2022 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

No comments

CONSENT CALENDAR:

1. Wray Residence (SS), 68 Iron Mask, PL-2021-0377

Mr. Swintz: Elevations on the rear of the garage relative to the retaining walls. Staff should be attentive to the engineering of the retaining walls when the building gets to that stage. A third retaining wall might be necessary if the proposed walls are only 3ft tall. In one place, on the second story, the solar is installed over the soffit. Installation of solar in this location may not be compatible considering the formation of ice dams.

Mr. Gerard: On page 25 of the materials board, the synthetic slate roof material looks to be somewhat reflective. (Ms. Szrek: I believe the picture is a bit misleading, but will request a physical material sample prior to the building permit to ensure that it is not reflective.)

2. Thomas Residence Addition (SVC), 465 White Cloud Drive, PL-2021-0600

Mr. Swintz: Additional square footage is being added but the number of required parking spaces remains the same. Why is no additional parking required? (Ms. Crump: The number of bedrooms remains the same as existing, so the same number of parking spaces continue to be required.)

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

PRELIMINARY HEARINGS:

1. Kuhn SFR and Accessory Apartment (CL), 203 Briar Rose Lane, PL-2021-0565

Mr. LaChance presented a proposal to construct a 4,129 (gross) sq. ft. single-family residence with four-bedrooms, a two-car garage, and an Accessory Dwelling Unit (ADU). This proposal is subject to a Development Agreement approved by the Town Council in 2020 for subdivision of the existing Lot 2 into equally sized Lot 2A and Lot 2B, and development of each lot. The development proposed with this application is for the southern half of the property which will become Lot 2B. Subdivision is required prior to completion of the residence and the ADU. The existing modular single-family residence on the northern half

of the property (proposed Lot 2A) is specified to be removed. The following specific questions were asked of the Commission:

1. Does the Commission find the orientation of the primary entrance complies with Priority Design Standard 263?
2. Does the Commission agree that the proposed location of the garage complies with Design Standards 267 and 318?
3. Does the Commission agree the building's orientation complies with Design Standard 269?
4. Does the Commission agree the proposed windows comply with Design Standard 274 and 319?
5. Does the Commission agree with the preliminary point analysis?

Janet Sutterley, Architect:

During the review of the Development Agreement at Town Council, one advantage we mentioned was that because the lot is transitioning away from the historic district and is directly north of the historic church, Father Dyer, the subdivision of the lots allows for two smaller homes adjacent to this historic structure rather than one large home. The lower level patio will be trenched and drained to shed water efficiently, which has been done in the Highlands successfully. There is precedent in the historic district for shed/canopy rooves. Regarding the space above the garage, it is a storage space. Having a low roof over the garage would not look proportional to the rest of the structure. Having a half-story over the garage is a compromise. There is currently a foundation under the trailer home on the north lot and is likely not able to be moved. When we started the project, there was a proposed carport, not a third bay of the garage, but we were discouraged from putting a carport on the front of the house by staff. A three-car garage would increase the mass of the home and may not look appropriate for the scale of the lot, but we could accommodate moving the building west. Given the design standards, there really is no other location for the garage on this lot. A garage on the west wouldn't increase functional access to the house. I think we have the garage in the right place. A smaller element between the garage and the house breaks up the mass and is appropriate for the lot. Regarding Standard 263, the front entrance is not oriented at 90 degrees to Briar Rose Lane, but it is oriented toward the street and focuses the structure toward the corner where Father Dyer church is located. This is how the house will be viewed from the street. I believe this orientation of the entrance complies with Standard 263.

Applicant and Owner, Dennis Kuhn:

The modular home that exists currently on the lot cannot be moved because it currently rests on a stem wall foundation. Moving and replacing the foundation does not make economic sense. Concerning, the pavement on the driveway, there is nowhere else on the street or in Town where a concrete driveway exists. A specialist said that because of the southern exposure of this lot this should remain asphalt/blacktop to avoid upheaval.

Commissioner Questions:

Mr. Giller: No questions.

Mr. Gerard: Are there stairs encroaching the setback near the entrance to the ADU? (Ms. Sutterley: No, that is a shallow 4-5 ft. window well.)

Mr. Leas: There are operable windows in the storage room and a door above the garage. What is purpose of this? (Ms. Sutterley: The windows in the storage are operable for ventilation. The door above the garage is aesthetic and only operable on the upper portion.)

Mr. Frechter: No questions.

Mr. Swintz: I would encourage a value analysis of a third enclosed space in the garage. I don't think there is too much of a cost to add a third space in the garage and move the easterly wall of the garage stall and enclose the stairs. I encourage enclosing the third space and avoiding the exterior parking space paralleling Briar Rose. I am also questioning the functionality of the five parking spaces on the plan. (Ms. Sutterley: The fifth parking spot in front of the garage is included in case the building department were to consider the office an additional bedroom.) Subdivision before construction, would you speak to the timing of the

subdivision and construction lending? (Mr. Kuhn: I have not approached the bank on subdivision at this time. Because the Town is allowing the latitude to wait on subdivision until the certificate of occupancy (C.O.) is issued on the house, I would like to wait to subdivide. But if the bank requires subdivision sooner I will obviously do so prior to the C.O.)

There was no public comment.

- Mr. Gerard: I like the project, and I don't have any issues with splitting the lot. I think the height of the garage makes it dominate the front of the house. If the height of the garage was reduced it would allow the gable behind to show more prominently and help with the orientation of the whole structure. I understand the need for storage, but the garage is very large. There still could be a setback issue where the doorwell is located on the north.
1. No, I don't think the door meets the requirements and should be turned to face the street at a 90 degree angle. This could also help the orientation of the roof line.
 2. Yes. I think that is the only location for the garage but it is too tall. If there is a way to add the third garage space it would be better than a car sitting in the yard.
 3. No. Overall orientation, with the dominance of the garage it doesn't fit the standard.
 4. No. The only place I don't like the windows is the second floor west elevation to the right, there are three windows that do not match other windows. I would do something that is more in character with the transition area, such as three double panels in a row.
 5. Yes. At this point, I agree with the point analysis.
- Mr. Giller: It is a good project and I support it.
1. Yes. It does comply with Standard 263. It has a stoop and roof over the entrance. It is readily apparent that this is the entrance. Traditional architecture always emphasizes the front door.
 2. Yes. The location of the garage does comply, but I think there has been a constructive discussion on perhaps adding a third garage bay.
 3. Yes. Building orientation does comply. The taller garage makes that less obvious but it would read that way in mass.
 4. No. The solid to void ratio is a bit rich with glass on the west elevation.
 5. Yes. I agree with the point analysis.
- Mr. Leas: Thank everyone for their work on the project. I tend to agree with Steve, if the mass of the front of the garage was reduced it would help
1. No.
 2. No. There is 63 percent of the width of the building is garage and 37 percent is the entrance. The narrow lot is driving this problem.
 3. No.
 4. No. I agree with the comments on the windows on the west elevation.
 5. Yes. I agree with the preliminary point analysis.
- Mr. Frechter: Given the dimensions of the lot this is a great design.
1. Yes. I am fine with the angled entrance orientation.
 2. Yes. Not a better location on the lot for the garage. There could be a win-win to reduce the garage prominence by adding a third bay and dropping the roofline to lessen the effect of the wall paralleling Briar Rose.
 3. Yes. Building orientation overall is fine. Lessening the garage height could help with orientation.
 4. No. Windows in upper right corner of west elevation should be changed and do not fit the overall character.
 5. Yes. I agree on the point analysis.
- Mr. Swintz: 1. Yes. I am okay with entrance orientation.

2. Yes. Garage location is good and must be located here.
3. Yes. I'm okay with orientation.
4. Yes. I agree with the other comments on windows. Tweaking the three west-side elevation windows would be best.
5. Yes. Regarding the point analysis, negative three points would get fixed by adding a third garage bay? I agree with point analysis.

Ms. Delahoz:

1. Yes. When you are coming from Father Dyer the front door will be incredibly prominent. From the north, it may feel less prominent, but I feel that the entrance does comply with the design standards.
2. Yes. The garage location complies, there isn't another good location. I'm intrigued why staff was hesitant with a carport. What would a carport look like? The location does comply.
3. Yes. Building orientation complies.
4. No. Separate upper three windows on west elevation.
5. Yes. I agree with the preliminary point analysis.

WORK SESSIONS:

1. Alta Verde II Workforce Housing

Ms. Szrek presented a proposal to construct four deed restricted workforce housing apartment buildings with 14 studios, 38 one-bedroom, 78 two-bedroom and 42 three-bedroom apartments totaling 171,020 sq. ft., along with two potential garage structures (which staff has not received details on at this time, but will review after final submittal). The entirety of the project will be deed restricted workforce housing. The project will provide 275 parking spaces; with the potential for additional spaces in the garages. The project has a passing preliminary point analysis of positive eight (+8) points. The following specific questions were asked of the Commission:

1. Does the Commission have any comments pertaining to the project's architecture?
2. Does the Commission agree with the remainder of the preliminary point analysis?
3. Does Commission have any other comments in regard to the project prior to the formal submittal?

Commissioner Questions / Comments:

Mr. Giller: How defined is the parking? Would they consider pulling the parking away from right next to the building? The solar panels appear on the flat roofs, not on the 2/12 sloped roofs. (Ms. Szrek: I will defer to the applicant on those questions. Mr. Kulick: The Town Council requested changes to the parking from the beginning to make the parking more broken up instead of having one large parking mass. Parking this many cars could dominate the space, but the placement of the parking is broken up here and progress has been made since the first iteration.) It is nice that half the parking is screened by buildings 2 and 3. (Mr. Kulick: The parking in the interior of the "P" is meant to be shared between the apartments and the future non-profit site.)

Applicant, Kimball Crangle, Gorman & Company:

We were challenged by Town Council to create pedestrian connections on the site between parking, the bike paths, and the amenity spaces. The configuration seen separates pedestrian connections and allows for functional snow plowing. The 2/12 sloped roofs also have solar installations.

Mr. Gerard: The idea of trash disposal areas is premature and I understand trash hasn't been considered at this point, but one consideration is how large trash trucks will circulate in the site. (Ms. Szrek: The location of the trash bins is still being refined.)

Mr. Leas: The traffic pattern, will the road at the end of building 1 always dead end or could it connect to a future development? (Ms. Szrek: We have spoken to engineering, but at this point we don't know if it will make a future connection until there is a future need. Mr.

Truckey: The parcel to the south is owned by the school system. There is potential that the site is developed by the school system and that they would have to agree to a future connection.) There is potential to let some solar spill over into area number 6 and also near the garages at number 7? (Ms. Szrek: The preferred future location of additional solar is near the garages but the location at 6 is available if needed.) How will the garages be allocated to future tenants? (Ms. Crangle: The garages would be available for additional rent by future tenants. There will not be enough garages for each unit. The garages will also hold additional solar.) Net zero is good to strive for. What is the heating system typically used to heat these units? (Ms. Crangle: This will be an all electric heating system. We will not be running gas to the site. Nate Stark, Architect, Gorman & Company: We will use a radiant heating system to heat each of the units. A strip located where crown molding would typically be seen near the ceiling. For the hot water, an air sourced heat pump hot water heating system. This reduces the amount of PV [photovoltaic cells] needed for the project.)

Mr. Frechter: A good looking project and I like the layout. On solar, considering the town has a goal to be a net-zero Town, what about the carport design used for Block 11? It is a win-win, with solar opportunity, bike storage opportunity, and helps eliminate snow removal from cars. Why not more carports? (Ms. Crangle: We looked at carports, but mounting solar on carports increases cost because of the wind-load and the structure needed to support the weight. Keeping costs down is important to meet the workforce housing goals, affordability of the project, and net zero goals. At this point carports have not made it into the plans.)

Ms. Delahoz: What is the potential for putting in carports on western row of parking? Was there discussion of outdoor space on the units such as a deck or patio? (Ms. Crangle: We tried to show with the floorplans how these units would live. With past experience, we have added the "Colorado closet" for gear storage, and brought the storage area that would maybe be on a deck into the interior where it would be more usable. People tend to use this more than a deck.) We know if you have deck people leave their gear outside and it becomes unsightly so we want to avoid that. I appreciate you have made this very livable even though it is a cozy size.

Mr. Swintz: I know you're not in the landscaping yet, but the landscaping shown on the site plan of rows of trees does look more suitable for the front-range master planned areas and does not appeal to me. What is the brown area shown around exterior of the buildings? (Elena Scott, Landscape Architect, Norris Design: that is hardscape.) I am not a fan of adding balconies, but what about exterior doors on the lower levels? (Ms. Scott: There are many first floor entrances and exits.) Is it a bad idea for each first-floor unit to have an exterior entrance? (Ms. Crangle: We would not want to add exterior doors on the ground level to control access since the exterior is a public space. There is also a decent grade change from south to north on the site.) I would be a fan of adding more garages if it pencils. It would seem the heights of the east/west building could go up to allow for more density without disrupting views. (Mr. Kulick: The Council was trying to balance the number of units, visual interest, and required parking, resulting in this design even though the design is below the allowed density on the site.) The "P" could be reconfigured to maximize parking. (Mr. Kulick: The "P" was requested by the public works department to accommodate a bus loop through the site.) Is there research or history that says we need 1.6 parking spaces per unit? Is the site over/under parked? (Ms. Crangle: Gorman does have other workforce projects and we believe this project is in the sweet-spot of parking given our experience. This site is on a location adjacent to the bike path, has transit access and we are balancing the desire of society to move away from cars. The "P" shared parking in combination with the other items are baby steps toward future use of less vehicle use.) Will you see the underside of the roof mounted solar? (Ms. Szrek: Per the Code, solar is required to be mounted close to the roof. Future design plans will show more detail of how those are

mounted. Mr. Stark: There will also be parapet walls to screen the solar mounts.) 1. Mountain modern architecture has grown on me. There could be more variation between the buildings to avoid looking like a “project” with massive form. 2. Point analysis is fine. 3. I have given all my comments.

Mr. Fretcher: 1. I like the architecture. 2. No issues with point analysis. 3. Designation of natural versus non-natural materials should get a work-session in the future. 3. No other comments

Mr. Leas: 1. I think this is a good project. 2. I agree with the point analysis. 3. I think the TC needs to consider another grocery store with adding this many units in this location.

Mr. Gerard: 1. The project is distinctive enough from Alta Verde I that it will not look like a single project. I like the architecture. 2. I agree with point analysis. 3. You should consider where will EV charging stations be placed or at least the infrastructure for future stations. Bus circulation and shared parking are good ideas. Could we get more covered parking on the site? Perhaps on the center islands, whether carports or garages.

Mr. Giller: 1. I concur that it is mountain modern architecture and differentiated enough from Alta Verde I. The color scheme I like a bit more and it may fit even better. 2. I agree with the point analysis. 3. Lots of good bones to the project.

Ms. Delahoz: 1. I like the colors, they are good, there is differentiation and texture. 2. I agree with the point analysis. 3. If there is any opportunity to consider more covered parking on the site on the western edge of the site that would be good for future residents. We need to consider more areas in the master plan for services such as retail and grocery. This needs to be a continued conversation.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 8:08 pm.

Tanya Delahoz, Vice Chair



Memo

To: Town Council
From: Mark Truckey, AICP, Community Development Director
Date: January 4, 2021 (for meeting of January 11, 2022)
Subject: Clarification to Policy 24R Regarding Recreation And Leisure Amenities

Attached for second reading is an ordinance that will remove language in the Development Code that provides positive points for “recreational and leisure amenities”. One additional provision has been added, based on Council input. This provision allows the assignment of negative points for projects that were previously awarded positive points for providing meeting and conference rooms or recreational and leisure amenities when they are proposed to be converted to other uses (e.g., amenity clubs, condominiums).

COUNCIL BILL NO.

Series 2022

**AN ORDINANCE AMENDING CHAPTER 1, TITLE 4 OF THE BRECKENRIDGE
TOWN CODE CONCERNING AMENITY CLUBS.**

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

Section 1. That subsection D of section 9-1-19-24R, entitled "POLICY 24
(RELATIVE) SOCIAL COMMUNITY", of the Breckenridge Development Code shall be amended
by deleting the language stricken and adding the language underlined, to read as follows:

9-1-19-24R: POLICY 24 (RELATIVE) SOCIAL COMMUNITY:

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

~~The square footage of any portion of previously approved Recreation and Leisure Amenity
space that is proposed to be converted into an Amenity Club that is above the allowed mass
specified in Section 9-1-19-4R shall be treated as commercial density.~~

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

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

1 **Section 4.** This ordinance shall be published and become effective as provided by
2 Section 5.9 of the Breckenridge Town Charter.

3 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
4 PUBLISHED IN FULL day of January 11, 2022. A Public Hearing shall be held at the regular
5 meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of ____,
6 2022, in the Municipal Building of the Town.

7
8 TOWN OF BRECKENRIDGE, a Colorado
9 municipal corporation

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11
12
13 By _____
14 Eric S. Mamula, Mayor

15
16 ATTEST:

17
18
19
20 _____
21 Helen Cospolich, CMC,
22 Town Clerk

23
24
25
26 APPROVED AS TO FORM

27
28
29
30 _____
31 Town Attorney

Memo

To: Town Council

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

Date: 1/5/2022 (for meeting of January 11, 2022)

Subject: First Reading - Development Agreement between the Town of Breckenridge and Brian Peterson/Danielle O'Grady regarding proposed bonus room at 37 Sisler Green (Lincoln Park Block 2 Lot 6A)

The Council reviewed this proposal at a Work Session on December 14, 2021 and did not have any concerns. The proposal is very similar to the Development Agreement approved by the Town Council for Taryn Power and Zachary Himmelman on July 27, 2021. Since the Work Session, the proposed floor area of the garage has increased by 44 sq. ft. The attached Development Agreement has been prepared by the Town Attorney for the Council's initial review.

Proposal

Brian Peterson and Danielle O'Grady, owners of 37 Sisler Green, have applied for a Development Agreement. The property has an existing deed-restricted 1,287 sq. ft. three-bedroom duplex. The applicants propose to construct a two-car garage with a 484 sq. ft. bonus room above the garage, and an exterior paved third parking space. This project would exceed the allowed mass and density for the property. See the attached appendix for floor area calculations.

The following items are requested of the Town by the applicant:

- Exempt the project from compliance with Policy 2 (Absolute) Land Use Guidelines, since the project would not comply with the maximum density and mass requirements of the Lincoln Park Master Plan.
- Exempt the excessive 171 sq. ft. of density from the assignment of negative points under Policy 3 (Relative) Density/Intensity.
- Exempt the excessive 423 sq. ft. of mass from the assignment of negative points under Policy 4 (Relative) Mass.
- Town to transfer 0.23 Single Family Equivalent (SFEs) of density to the property.
- Allow the maximum capital improvements to increase from 10% of the initial sale price to \$50,000 or 50% of the cost of the garage and bonus room, whichever is less,
- Waiver of the following fees:
 - Development Agreement application fee (\$6,050),
 - Development Permit application fee (\$1,790),
 - Building Division fees (\$3,000 estimated),
 - Water Plant Investment Fee (no increase),
 - Town to transfer 0.23 SFEs of density to the property (\$22,780 value).

The estimated fees above have a total value of approximately \$33,620 using rates for the year 2021. These fees are subject to increase annually.

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

- The applicant agrees to enter into a Restrictive Covenant and Agreement requiring the bonus room to be rented to and occupied by a Qualified Occupant for a monthly rental (including utilities) equal to or lesser than 80% AMI. A Qualified Occupant is an employee working 30 hours or more for a business located in and serving Summit County.

Staff Analysis

The property is subject to the Wellington Phase 2 Restrictive Covenant, which restricts the capital improvements to 10% of the initial sale price. The proposed Development Agreement would allow the owners to recover the lesser of \$50,000 or 50% of the project cost by adding the bonus room as a capital improvement should they sell the property. The Town's Housing Manager recommends this restriction in order to maintain the intended affordability of the property. The 80% AMI restriction proposed by the applicant will serve to ensure affordability of the bonus room for local employees.

The matrix in the attached appendix compares the terms approved for the Power/Himmelman Development Agreement with the terms proposed with the Peterson/O'Grady Development Agreement.

Approval of a Development Agreement is entirely at the discretion of the Town Council.

Staff finds that the proposal enables the Town to attain a public benefit not otherwise required by the Development Code. If the Council approves the proposal at first reading, staff will return to the Council for a second reading.

APPENDIX: Floor Area Calculations

Density

Existing: 1,287 sq. ft.

Allowed per Lincoln Park Master Plan: 1,600 sq. ft. (313 sq. ft. remaining)

Proposed with 484 sq. ft. bonus room addition: 1,771 sq. ft. total

- The proposed 1,771 sq. ft. of total density exceeds the 1,600 sq. ft. of density recommended by the Master Plan by 171 sq. ft., or approximately 11%, which would normally warrant negative twenty (-20) points under Policy 3 (Relative) Density/Intensity. 0.23 SFEs, or 364 sq. ft., of density would need to be transferred to the property to cover the requested amount of mass (See explanation below).

Mass

Existing: 1,287 sq. ft.

Allowed per Lincoln Park Master Plan: 1,920 sq. ft. (633 sq. ft. remaining)

Proposed 572 sq. ft. garage and 484 sq. ft. bonus room addition (1,056 sq. ft. additional): 2,343 sq. ft.

- The project would exceed the mass recommended by the Master Plan by 423 sq. ft., or approximately 22%, which would normally warrant negative thirty (-30) points under Policy 4 (Relative) Mass.
- 1,953 sq. ft. of density would need to be allowed on the property for the proposed 20% mass bonus of 2,343 sq. ft., hence the 0.23 SFE/364 sq. ft. density transfer mentioned above. 1,600 sq. ft. of allowed density under the Master Plan + 364 sq. ft. of density transfer = 1,964 sq. ft. new allowed density x 1.2 mass bonus = 2,357 sq. ft. mass allowed, which would cover the 2,343 sq. ft. of mass proposed.

APPENDIX: Comparison Matrix

<u>Density (sq. ft.)</u>	<u>Power/Himmelman</u>	<u>Peterson/O'Grady</u>
Existing:	1,295	1,287
Allowed:	1,600	1,600
Proposed:	1,780	1,771
Exceeds allowed by:	179	171
<u>Mass (sq. ft.)</u>		
Existing:	1,779	1,287
Allowed:	1,920	1,920
Proposed:	2,263	2,343
Exceeds allowed by:	343	423
<u>Parking</u>		
3rd parking space required by Master Plan	No	Yes
<u>Request</u>		
Exempt the project from compliance with Policy 2 (Absolute) Land Use Guidelines.	Yes	Yes
Density exemption (sq. ft.)	179	171
Mass exemption (sq. ft.)	343	423
TDRs	0.18 SFEs	0.23 SFEs
Allow the maximum capital improvements to increase from 10% of the initial sale price to \$50,000 or 50% of the cost of the garage and bonus room, whichever is less.	Yes	Yes
Fee waivers	\$28,668	\$33,620
<u>Public benefit</u>		
Restrictive Covenant and Agreement requiring the bonus room to be rented to and occupied by a Qualified Occupant for a monthly rental (including utilities) equal to or lesser than 80% AMI.	Yes	Yes

1 ***FOR WORKSESSION/FIRST READING – JANUARY***
2 ***11***

3
4 COUNCIL BILL NO. ____

5
6 Series 2021

7
8 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
9 BRIAN PETERSON AND DANIELLE O’GRADY
10 (37 Sisler Green)

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

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

17
18 A. Zachary David Himmelman and Taryn Elizabeth Power (collectively, the “**Owner**”)
19 own the following described real property in the Town of Breckenridge, Summit County,
20 Colorado:

21
22 LOT 6A, BLOCK 2, RESUBDIVISION PLAT OF LOT 6, BLOCK 2,
23 LINCOLN PARK AT THE WELLINGTON NEIGHBORHOOD, FILING NO. 2
24 RECORDED JANUARY 31, 2017 AT RECEPTION NO. 1133104 OF THE
25 RECORDS OF THE CLERK AND RECORDER OF SUMMIT COUNTY,
26 COLORADO;

27
28 also known as 37 Sisler Green, Breckenridge, Colorado 80424 (“**Property**”).

29
30 B. The Owner proposes to construct a 572 square feet garage and a 484 feet bonus room
31 on the Property. Such work is referred to in this ordinance as the “**Project**.” The improvements
32 to be constructed pursuant to the Project are referred to as the “**Unit**.” The Unit is considered a
33 “Bonus Room” under the Wellington Neighborhood Master Plan.

34
35 C. A duplex residence is currently located on the Property. Owner owns one of the
36 duplex units as described above.

37
38 D. There is not sufficient density remaining on the Property to allow for the construction
39 of the Project. Therefore, a development agreement is necessary in order to authorize the Project.

40
41 E. A proposed development agreement between the Town and the Owner 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. As the commitment proposed by the Owner in connection with the Development
9 Agreement, the Owner will execute and deliver to the Town a Restrictive Covenant and
10 Agreement (“**Restrictive Covenant**”). The Restrictive Covenant shall provide that the Unit shall
11 be rented to and occupied only by a Qualified Occupant for a monthly rental (including utilities)
12 equal to or less than an amount that is affordable to individuals earning 80% or less of the
13 applicable Area Median Income. Such proposed commitment is found and determined by the
14 Town Council to be adequate.
15

16 I. The approval of the proposed Development Agreement is warranted in light of all
17 relevant circumstances.
18

19 J. The procedures to be used to review and approve a development agreement are
20 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
21 Chapter have substantially been met or waived in connection with the approval of the proposed
22 Development Agreement and the adoption of this ordinance.
23

24 Section 2. Approval of Development Agreement. The Development Agreement between
25 the Town, Zachary David Himmelman and Taryn Elizabeth Power (**Exhibit “A”** hereto), is
26 approved, and the Town Manager is authorized, empowered, and directed to execute such
27 agreement for and on behalf of the Town of Breckenridge.
28

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

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

41 Section 5. Authority. The Town Council finds, determines, and declares that it has the
42 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
43 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
44 Charter.
45

Exhibit A

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is made as of the ____ day of _____, 2022 (“**Effective Date**”) between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”), and BRIAN PETERSON and DANIELLE O’GRADY (collectively, the “**Owner**”). The Town and the Owner are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually by name or as a “**Party**.”

Recitals

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

LOT 6A, BLOCK 2, RESUBDIVISION PLAT OF LOT 6, BLOCK 2, LINCOLN PARK AT THE WELLINGTON NEIGHBORHOOD, FILING NO. 2, RECORDED JANUARY 31, 2017 AT RECEPTION NO. 1133104 OF THE RECORDS OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO;

also known as 37 Sisler Green, Breckenridge, Colorado 80424 (“**Property**”).

B. The Owner proposes to construct a 572 square feet garage and a 484 square feet bonus room on the Property. Such work is referred to in this Agreement as the “**Project**.” The improvements to be constructed pursuant to the Project are referred to as the “**Unit**.” The Unit is considered a “Bonus Room” under the Wellington Neighborhood Master Plan.

C. A duplex residence is currently located on the Property. Owner owns one of the duplex units as described above.

D. There is not sufficient density remaining on the Property to allow for the construction of the Project. Therefore, a development agreement is necessary in order to authorize the Project.

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

F. The commitment proposed by the Owner in connection with this Agreement is set forth hereafter and is found and determined by the Town Council to be adequate.

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

Agreement

1. Subject to the provisions of this Agreement, the Town's Planning Commission¹ is hereby authorized to review and approve the Owner's Development Permit Application for the Project ("**Development Permit Application**"), subject to compliance with all other applicable development policies of the Town.

2. So long as the Development Permit Application is not materially amended prior to the Planning Commission's final decision, the following provisions of the following policies of the Town's Development Code² shall not be applied to the Development Permit Application:

- A. Section 9-1-19-2A, "Policy 2 (Absolute) Land Use Guidelines";
- B. Section 9-1-19-4R, "Policy 3 (Relative) Density/Intensity;" and
- C. Section 9-1-19-4R, "Policy 4 (Relative) Mass.

3. In consideration of the Owner's commitments as described in Section 5 of this Agreement, the Town agrees to provide, at no cost to the Owner, the 364 square feet of density required for the Project. For avoidance of doubt, no negative points shall be assessed against the Development Permit Application under either Section 9-1-19-3R, "Policy 3 (Relative) Density/Intensity" or Section 9-1-19-4R, "Policy 4 (Relative) Mass," of the Breckenridge Town Code with respect to the 364 square feet of density to be provided by the Town for the Project.

4. Except as specifically provided in Section 2, above, all other requirements of the Development Code shall be applied to the Development Permit Application in accordance with the Planning Commission's normal process for evaluating an application for a development permit.

5. As the commitment encouraged to be made in connection with a Development Permit Application for a development agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, prior to the issuance of a certificate of occupancy for the Project the Owner shall execute and deliver to the Town a Restrictive Covenant and Agreement in substantially the form that is marked **Exhibit "A"**, attached hereto, and incorporated herein by reference ("**Restrictive Covenant**"). The Restrictive Covenant shall provide that the Unit shall be rented to and occupied only by a Qualified Occupant for a monthly rental (including utilities) that does not exceed

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

eighty percent (80%) of the Area Median Income (AMI) for Breckenridge, Colorado (or if not available, for the Area Median Income for Summit County, Colorado) most recently available immediately prior to such Unit being rented.

6. The Project shall not be considered to be an Accessory Dwelling Unit under the Development Code.

7. An additional parking space is not required for the Project under the Town's Off-Street Parking Ordinance³ or the Wellington Neighborhood Master Plan that is applicable to the Property.

8. The Town agrees to waive the following fees in connection with the Project (i) the application fee for this Agreement; (ii) the application fee for the Development Permit; (iii) all building permit (and inspection) fees; and (iv) the Plant Investment Fee (PIF).

9. Notwithstanding anything to the contrary contained in the Amended and Restated Phase II Wellington Neighborhood Employee Housing Restrictive Covenant and Agreement dated March 25, 2014, and recorded May 23, 2014, at Reception No. 1055483 of the records of the Clerk and Recorder of Summit County, Colorado, as amended, the Town agrees that when the Owner sells the Property an amount equal to fifty percent (50%) of the cost of constructing the Project, or Fifty Thousand Dollars (\$50,000.00), whichever amount is less, may be added to the maximum amount for which the Property may be sold. No interest shall be allowed on such amount. The Owner agrees to submit verification acceptable to the Town of the actual amount spent to construct the Project.

10. The term of this Agreement shall commence on the Effective Date and shall end, subject to earlier termination in the event of a breach of this Agreement, eighteen (18) months from the Effective Date unless prior to such date the Development Permit Application has finally been approved by the Town, and the development permit for the work on the Property has been executed and signed by the Owner.

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

³ Chapter 3 of Title 9 of the Breckenridge Town Code

⁴ Chapter 2 of Title 9 of the Breckenridge Town Code

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

13. This Agreement shall run with the title to the Property and be binding upon the Owner and Owner's successors and assigns.

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

15. The Town shall not be responsible for, and the Owner shall have any remedy against the Town if the Project is prevented or delayed for reasons beyond the control of the Town.

16. The Owner not shall commence work on its Project until Owner obtains such other and further Town permits and approvals as may be required from time to time by applicable Town ordinances.

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

18. The Owner agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of the Owner; any subcontractor of the Owner, or any officer, employee, representative, or agent of the Owner or of any subcontractor of the Owner, or which arise out of any worker's compensation claim of any employee of the Owner, or of any employee of any subcontractor of the Owner; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of the Town, its officers, employees, or agents. The Owner 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 Owner. The Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

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

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

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

22. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

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

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

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

If to the Town: Rick G. Holman, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With a copy (which shall not constitute notice to the Town) to: Kirsten Crawford, Esq.
Town Attorney
P.O. Box 168
Breckenridge, CO 80424

If to the Owner: Brian Peterson
Danielle O'Grady
P.O. Box 6626
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this Section 25 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.

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

27. 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

Brian Peterson

Danielle O'Grady

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2022 by Rick G. Holman, as the Town Manager, and Helen Cospolich, CMC, as the Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
2022, by Brian Peterson and Danielle O’Grady.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT "A"

RESTRICTIVE COVENANT AND AGREEMENT
(Wellington Phase 2 Bonus Room)

THIS RESTRICTIVE COVENANT AND AGREEMENT ("Restrictive Covenant") dated _____, is between BRIAN PETERSON and DANIELLE O'GRADY (collectively, the "Owner") and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town").

Recitals

A. Owner owns the real property situate described in Section 1 of this Restrictive Covenant.

B. Owner requested the Town to issue a development permit for the development of a 572 square feet garage and 484 square feet Bonus Room above the garage located on the Property.

C. Town issued to Owner Development Permit No. _____ ("Development Permit").

D. As a condition of the Development Agreement, the Owner agreed to rent the Bonus Room to a Qualified Occupant at an affordable rent, and to accept other specific amendments to the Amended and Restated Phase II Wellington Neighborhood Employee Housing Restrictive Covenant and Agreement dated March 25, 2014 and recorded in Summit County, Colorado on May 23, 2014.

E. It was a condition of the Development Permit that the Owner create a valid and enforceable covenant running with the land to insure the Bonus Room is rented to a qualified occupant at an affordable rent. The Amended and Restated Phase II Wellington Neighborhood Employee Housing Restrictive Covenant and Agreement dated March 25, 2014 and recorded on May 23, 2015 at reception # 1055483 remains in full force and effect except as specifically amended in the Restrictive Covenant.

E. Owner declares and covenants that the regulatory and restrictive covenants contained in this Restrictive Covenant are covenants running with the land and are binding upon the Owner and all subsequent owners of the real property described in Section 1 unless this Restrictive Covenant is released and terminated by the Town.

NOW, THEREFORE, in consideration of the issuance of the Development Permit, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Owner, the Owner and the Town agree as follows:

1. Property Subject To Covenant. This Restrictive Covenant applies to the following real property located in Summit County, Colorado:

Lot 6A, BLOCK 2, RESUBDIVISION PLAT OF LOT 6, BLOCK 2, LINCOLN PARK AT THE WELLINGTON NEIGHBORHOOD, FILING NO. 2 RECORDED JANUARY 31, 2017 AT RECEPTION NO. 1133104 OF THE RECORDS OF THE CLERK AND RECORDED OF SUMMIT COUNTY, COLORADO; ALSO KNOWN AS 37 SISLER GREEN, BRECKENRIDGE, COLORADO 80424

2. Definitions. As used in this Restrictive Covenant:

“Bonus Room” means the approximately 484 square foot bonus room to be constructed above a garage on the Property pursuant to the Development Agreement.

“Original Covenant” means the Amended and Restated Phase II Wellington Neighborhood Employee Housing Restrictive Covenant and Agreement dated March 25, 2014 and recorded on May 23, 2014 in Summit County at Reception #1055482

“Property” means the real property described in Section 1 of this Restrictive Covenant.

“Qualified Occupant” means a person 18 years of age or older who, during the entire period of his or her occupancy of the Bonus Room, earns his or her living working for a business located in and serving in Summit County, Colorado at least 30 hours per week, together with such person's spouse and minor children, if any.

“Short Term Rental” means any rental, lease, or occupancy of the Bonus Room for a term of less than three (3) consecutive months.

3. Occupancy Restriction. Except as provided in Section 6, the Bonus Room shall be rented to and used and occupied only by a Qualified Occupant. The Bonus Room may not be left vacant for a period of thirty (30) or more consecutive days (as reasonably determined by the Town). The Town, may, in its sole and absolute discretion, and in addition to any other remedies, require that the Bonus Room be offered for rent. Short term rental of the Bonus Room is prohibited.

4. Rent Restriction. The Bonus Room will be rented for a monthly rental amount (including utilities) that does not exceed eighty percent (80%) of the Area Median Income (AMI) for Breckenridge, Colorado (or if not available, for the Area Median Income for Summit County, Colorado) most recently available immediately prior to the Bonus Room being rented. The maximum allowable monthly rent will be based on the Summit County Housing Authority Area Median Income/Rent calculation for a studio unit.

5. Resale Restrictions. The Resale Restrictions outlined in the Section 5 of the Original Covenant are amended to allow the Owner to increase the Maximum Allowed Sale Price by an

amount equal to 50% of the costs incurred to construct the Bonus Room, but not to exceed \$50,000. In calculating the amount only the Owner's actual out-of-pocket costs and expenses for labor and material shall be eligible for inclusion.

6. Exceptions. It is not a violation of this Restrictive Covenant if the Bonus Room is occupied or used by:

- (i) A person age fifty five (55) years or older who works at paid employment in Summit County, Colorado for a business located in and serving Summit County at least fifteen (15) hours per week on a year-round basis during the entire period of his or her ownership or occupancy of the Bonus Room, together with such person's spouse and minor children;
- (ii) A person age sixty two (62) years or older who is no longer a Qualified Occupant because he or she no longer works the required number of hours as described in the Original Covenant if such person occupied the Bonus Room as a Qualified Occupant for a minimum of seven (7) consecutive years prior to ceasing to be a Qualified Occupant
- (iii) a person otherwise authorized to occupy the Bonus Room pursuant to this Restrictive Covenant who becomes disabled after commencing lawful occupancy of the Bonus Room such that he or she cannot work the required number of hours each week required by this Restrictive Covenant; provided, that such person is permitted to occupy the Bonus only for a maximum period of 1 year following the commencement of such person's disability unless a longer period of occupancy is authorized by the Town.

7. Maximum Resale Price. In addition to the resale restrictions established for the Property in Section 5A of the Original Covenant which remains in full force and effect the Owner shall be responsible for ensuring that at the Transfer of his or her Property, the Bonus Room is clean, the appliances are in working order, and that there are no health or safety violations. Prior to the sale of the Property the Town is authorized to take necessary actions and incur necessary expenses for bringing the Bonus Room into saleable condition. Such actions and expenses include, but are not limited to, cleaning the Bonus Room and making necessary repairs to or replacement of appliances and/ fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting fixtures, and/or correcting any health or safety violations. Expenses incurred by the Town to bring the Bonus Room into a saleable condition shall be itemized and documented by the Town and deducted from Owner's proceeds at the transfer of the Property.

8. Records; Inspection; Monitoring.

A. The Town may examine, inspect and copy the Owner's records concerning the use and occupancy of the Bonus Room upon reasonable advance notice. The Town may enter the Bonus Room to determine compliance with this Restrictive Covenant, but the Town will first attempt to secure the permission of any occupant of the Bonus Room before making entry. The Town's rights under this subsection may also be exercised by the Town's authorized agent.

B. The Owner will submit to the Town any information, document or certificate regarding the occupancy and use of the Bonus Room which the Town reasonably deems to be necessary to confirm the Owner's compliance with the provisions of this Restrictive Covenant.

9. Default; Notice. If the Owner fails to comply with this Restrictive Covenant, the Town may inform the Owner by written notice of such failure and provide the Owner a period of time to correct such failure. If the failure is not corrected to the satisfaction of the Town within the specified time, which will be at least 30 days after the date the Town mails the written notice to the Owner, or within such further time as the Town determines is necessary to correct the violation (but not to exceed any limitation set by applicable law), the Town may without further notice declare a default under this Restrictive Covenant effective on the date of such declaration of default. The Town may then proceed to enforce this Restrictive Covenant.

10. Equitable Relief. The Town may specifically enforce this Restrictive Covenant. The Town may obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain specific performance. Any equitable relief provided for in this Section may be sought singly or in combination with such legal remedies as the Town may be entitled to, either pursuant to the provisions of this Restrictive Covenant or under the laws of the State of Colorado.

11. Liquidated Damages. The Owner acknowledges that the unavailability of adequate employee housing within the Town of Breckenridge requires the expenditure of additional Town funds to provide required governmental services and thereby results in an economic loss to the Town. The Town and the Owner further recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the Town in such circumstance. Accordingly, instead of requiring such proof, Town and Owner agree that Owner shall pay to Town the sum of \$100 per day for each day in which the Bonus Room is not used in strict compliance with the provisions of Section 3 or Section 4 of this Restrictive Covenant. Such amount is agreed to be a reasonable estimate of the actual damages which the Town will suffer in the event of a violation of Section 3 or Section 4 of this Restrictive Covenant. The provisions of this Section 11 do not apply to any violation of this Restrictive Covenant other than a violation of Section 3 or Section 4. The liquidated damages shall commence as of the date on which the Bonus Room is first used in violation of Section 3 or Section 4 of this Restrictive Covenant, and not on the date when the Town learns of such violation or on the date when the Town gives notice of default as provided in Section 9. Further, the total amount of liquidated damages payable to the Town under this Section may not exceed the then-current value of the Property. The liquidated damages provided for in this Section 11 may be collected personally from the Owner by the Town, either singly or in combination with an action for equitable enforcement of this Restrictive Covenant as provided in Section 10 of this Restrictive Covenant. Town may, in its discretion, waive the liquidated damages as provided herein and recover any actual damages suffered by Town as a result of a breach of this Restrictive Agreement.

12. Town Authority To Enforce. The restrictions, covenants and limitations created by this Restrictive Covenant are only for the benefit of the Town. Only the Town may enforce this Restrictive Covenant.

13. Enforcement in Municipal Court. In addition to such other methods of enforcement as may be available to Town, the Town may enforce this Restrictive Covenant by bringing an appropriate action in the Breckenridge Municipal Court or other court of competent jurisdiction.

14. Waiver; Termination; Modification Of Covenant. The restrictions, covenants and limitations of this Restrictive Covenant may be waived, terminated or modified only with the written consent of both the Town and the person who owns the Property on the date of the waiver, termination or modification. No waiver, modification, or termination will be effective until the proper instrument is executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. The Town may also terminate this instrument by recording a release in recordable form without the signature of the owner of the Property. For convenience, such instrument may run to "the owner or owners and parties interested" in the Property.

15. Statute of Limitations. Owner hereby waives the benefit of and agrees not to assert in any action brought by the Town to enforce this Restrictive Covenant any applicable statute of limitation, including, but not limited to, the provisions of §38-41-119, C.R.S. If any statute of limitation may lawfully be asserted by Owner in connection with an action brought by the Town to enforce the terms of this Restrictive Covenant, each and every day during which any violation of this Restrictive Covenant occurs is to be deemed to be a separate breach of this Restrictive Covenant for the purposes of determining the commencement of the applicable statute of limitations period.

16. No Conflicting Agreement. Owner warrants to the Town that the execution and delivery of this Restrictive Covenant does not violate any existing agreement concerning the Property. Owner will not execute any agreement concerning the Property with provisions contradictory to, or in opposition to, the provisions of this Restrictive Covenant. In any event, the provisions of this Restrictive Covenant are paramount and controlling, and supersede any conflicting provision of any other agreement concerning the Property.

17. Attorney's Fees. If any action is brought in a court of law by either party concerning the enforcement, interpretation or construction of this Restrictive Covenant, the prevailing party, either at trial or upon appeal, is entitled to reasonable attorney's fees, as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

18. Notices. All notices provided for or required under this Restrictive Covenant must be in writing, signed by the party giving the notice, and will be deemed properly given when actually received or 2 days after mailed, postage prepaid, certified, return receipt requested, addressed to the parties hereto at their addresses appearing on the signature pages. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications. A notice to any owner of the Property subsequent to the Owner may be sent to the address to which tax notices are sent according to the records of the Summit County Treasurer.

19. Recording And Filing; Covenant Running With The Land.

A. This Restrictive Covenant is to be recorded in the real property records of Summit County, Colorado.

B. The Owner agrees that all of the requirements of the State of Colorado which must be satisfied for the provisions of this Restrictive Covenant to constitute a restrictive covenant running with the land are deemed to be fully satisfied. All requirements of privity of estate are intended to be satisfied, or in the alternative, an equitable servitude is created to insure that these restrictions run with the land. During the term of this Restrictive Covenant, each and every contract, deed or other instrument executed relating to the Property will expressly provide that such contract, deed or instrument is subject to this Restrictive Covenant. However, the covenants contained in this Restrictive Covenant survive and will continue to be effective as to successors and assigns of all or any portion of the Property regardless of whether such contract, deed or other instrument provides that it is subject to this Restrictive Covenant.

20. Applicable Law. This Restrictive Covenant is to be interpreted in accordance with the laws of the State of Colorado without regard to its choice of law rules.

21. Vesting and Term. The Town's rights under this Restrictive Covenant vest upon the execution of this Restrictive Covenant. This Restrictive Covenant will remain in full force and effect in perpetuity unless it is terminated in accordance with Section 14.

22. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Restrictive Covenant.

23. Terminology. Wherever applicable, the pronouns in this Restrictive Covenant apply to all genders. Wherever applicable within this Agreement, the singular includes the plural, and the plural includes the singular.

24. Severability. If any provision of this Restrictive Covenant is finally determined to be invalid, illegal or unenforceable, such determination does not affect the remaining provisions of this Restrictive Covenant.

25. Entire Agreement. This Restrictive Covenant constitutes the entire agreement and understanding between the parties relating to the subject matter of this Restrictive Covenant, and supersedes any prior agreement or understanding relating thereto.

26. Binding Effect. This Restrictive Covenant is binding upon, and inures to the benefit of parties, and their respective heirs, successors, assigns, legal representatives, and personal representatives, and all subsequent owners of the Property, or any interest therein.

Brian Peterson

Danielle O'Grady

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC, Town
Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this ____ day of _____,
2022 by Rick G. Holman, as the Town Manager, and Helen Cospolich, CMC, as the Town Clerk,
of the Town of Breckenridge, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2022, by Brian Peterson and Danielle O’Grady.

Witness my hand and official seal.

My commission expires: _____

Notary Public



Memo

To: Town Council
From: Laurie Best, Planning Manager – Housing & Childcare
Date: December 21, 2021 for meeting of January 11, 2021
Subject: Blue River Water District Parcel Annexation Ordinance (First Reading)

This is the first reading of the attached ordinance to annex .402 acres of Town owned property, referred to as the Blue River Water District Parcel, to the Town of Breckenridge. The Blue River Water District Parcel is located on the west side of Hwy 9, south of Stan Miller Drive, and is part of Tract A-1 of the McCain Subdivision. The parcel meets the Town limit contiguity requirements and other stipulations for annexation under Section 30(1)(c) of Article II of the Colorado Constitution, and Sections 31-12-104(1)(a) and 31-12-105, C.R.S. Annexation of this parcel must take place prior to future subdivisions required for the construction of the Alta Verde II apartment homes.

ANNEXATION MAP BLUE RIVER WATER DISTRICT PARCEL

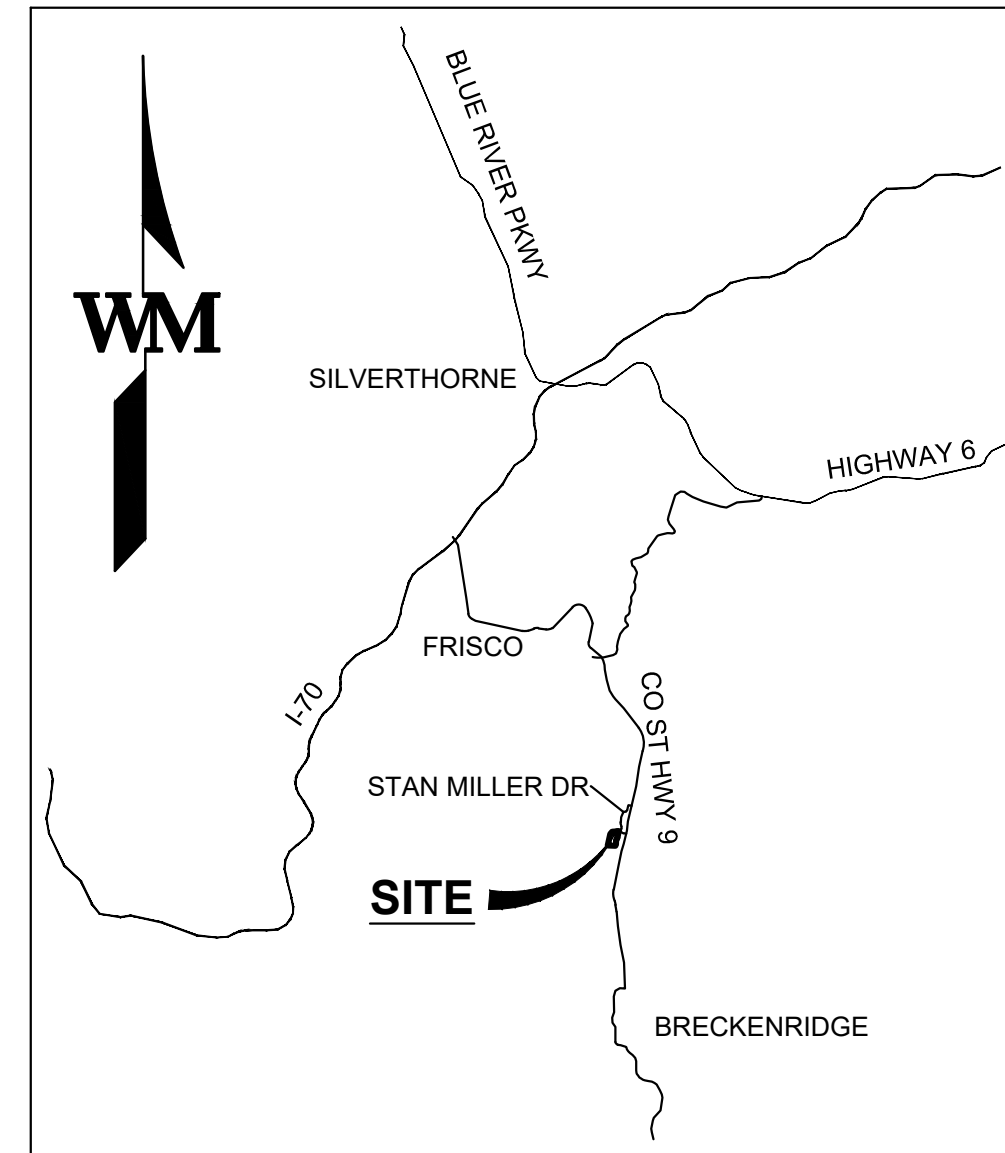
A PORTION OF THE NORTHWEST QUARTER OF SECTION 19,
TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

LEGAL DESCRIPTION:

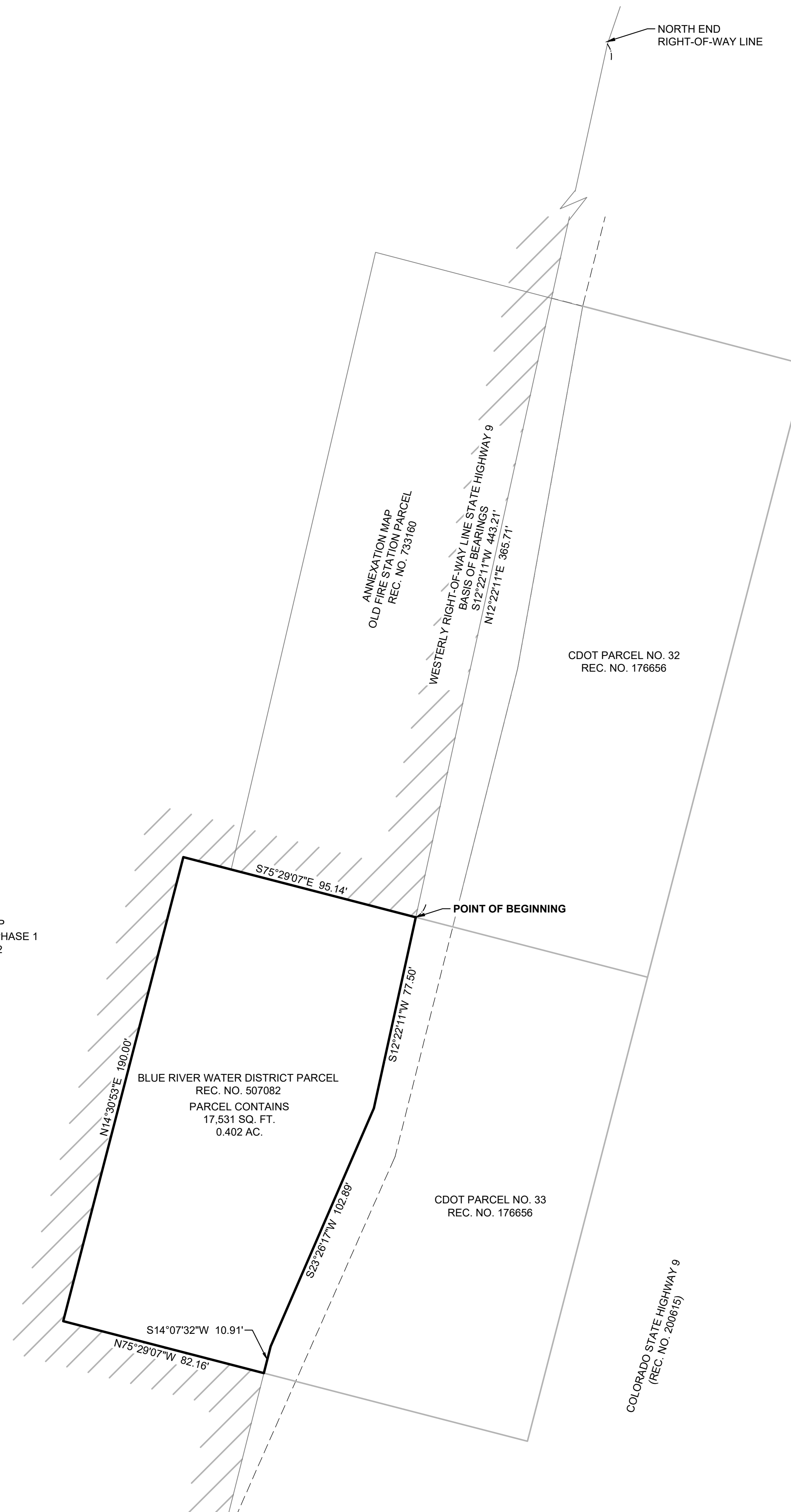
A PARCEL OF LAND LYING WHOLLY WITHIN TRACT A-1 OF REPLAT OF TRACTS A AND C, MCCAIN SUBDIVISION, ACCORDING TO THE PLAT RECORDED MARCH 5, 2021 AT RECEPTION NO. 1251870, LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY 9 FROM WHICH POINT THE NORTH END OF SAID LINE BEARS NORTH 12°22'11" EAST A DISTANCE OF 365.71 FEET, AS SHOWN ON SAID REPLAT OF TRACTS A AND C, MCCAIN SUBDIVISION;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
(1) SOUTH 12°22'11" WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 77.50 FEET;
(2) SOUTH 23°26'17" WEST, A DISTANCE OF 102.89 FEET;
(3) SOUTH 14°07'32" WEST, A DISTANCE OF 10.91 FEET TO THE TOWN OF BRECKENRIDGE TOWN LIMITS ACCORDING TO THE ANNEXATION MAP OF MCCAIN ANNEXATION PHASE I RECORDED AT RECEPTION NO. 714272 OF THE RECORDS OF THE SUMMIT COUNTY CLERK AND RECORDER;
THENCE ALONG SAID TOWN OF BRECKENRIDGE TOWN LIMITS THE FOLLOWING TWO (2) COURSES:
(1) DEPARTING SAID RIGHT-OF-WAY NORTH 75°29'07" WEST, A DISTANCE OF 82.16 FEET;
(2) NORTH 14°30'53" EAST, A DISTANCE OF 190.00 FEET;
THENCE SOUTH 75°29'07" EAST ALONG SAID TOWN LIMITS AND THE TOWN OF BRECKENRIDGE TOWN LIMITS ACCORDING TO THE ANNEXATION MAP OF OLD FIRE STATION PARCEL RECORDED AT RECEPTION NO. 733160 OF SAID RECORDS, A DISTANCE OF 95.14 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 17,531 SQUARE FEET, OR 0.402 ACRES, MORE OR LESS.






VICINITY MAP
(N.T.S.)



GENERAL NOTES:

- NOTICE:** ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WARE MALCOMB TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR TITLE POLICY.
- THE PREPARATION OF THIS ANNEXATION MAP UTILIZED THE UNITED STATES SURVEY FOOT AS THE LINEAL DISTANCE UNIT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 9, WHICH BEARS SOUTH 12°22'11" WEST, A DISTANCE OF 443.21 FEET ACCORDING TO A REPLAT OF TRACTS A AND C MCCAIN SUBDIVISION RECORDED AT RECEPTION NO. 125870.

LEGEND

-  EXISTING TOWN OF BRECKENRIDGE TOWN LIMITS
-  ANNEXATION BOUNDARY
-  LOT LINES

CONTIGUITY:

PERIMETER OF ANNEXATION PARCEL = 558.60'
REQUIRED 1/8 (16.67%) CONTIGUITY BY STATE LAW = 93.10'
CONTIGUITY WITH TOWN LIMITS = 367.30'

CLERK'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF SUMMIT) SS
TOWN OF BRECKENRIDGE)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK,
_____, 20____, AND IS DULY RECORDED.

TOWN CLERK

SUMMIT COUNTY CLERK AND RECORDER ACCEPTANCE:

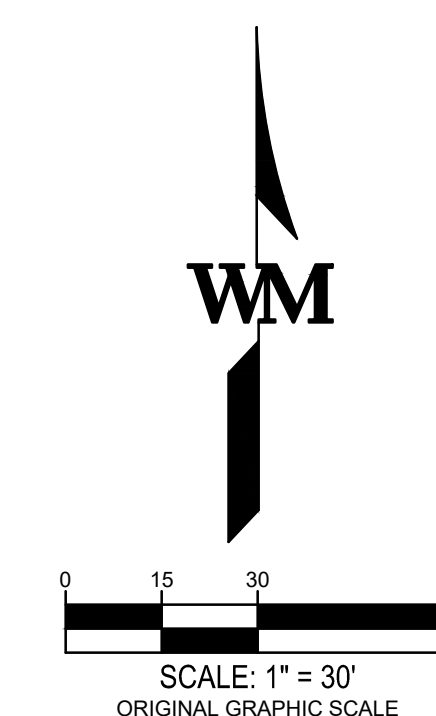
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS ACCEPTED FOR FILING IN MY OFFICE ON THIS _____ DAY OF _____, 20____, AND FILED UNDER RECEPTION NO. _____

SUMMIT COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, JUSTIN C. SCHEITLER, BEING A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JUSTIN C. SCHEITLER, PLS
COLORADO PLS NO. 38430
FOR AND ON BEHALF OF WARE MALCOMB
900 S. BROADWAY SUITE 320
DENVER CO. 80209
303.561.3333



900 south broadway st.
suite 320
denver, co 80209
p 303.561.3333
waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

JOB NO. DCS21-4101		
DATE: 11/11/2021		
SCALE: 1" = 30'		
Sheet 1 of 1		
NO.	DATE	REMARKS
DRAWN BY:	MM	PA/PM: JCS

ORDINANCE NO.

SERIES 2022

AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL
PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE
(Blue River Water District Parcel.402 acres)

WHEREAS, the Town of Breckenridge is the owner in fee of the hereafter described real property; and

WHEREAS, the hereafter described real property is currently located in an unincorporated area of Summit County, Colorado; and

WHEREAS, Section 31-12-106(3), C.R.S., provides that a municipality may annex by ordinance municipally-owned real property without notice and hearing upon the determination that the property is eligible for annexation under Section 30(1)(c) of Article II of the Colorado Constitution, and Sections 31-12-104(1)(a) and 31-12-105 of the "Municipal Annexation Act of 1965", Part 1 of Article 12 of Title 31, C.R.S.;

WHEREAS, notwithstanding aforementioned state laws, the Town Charter, Section 5.10 procedures apply including but not limited to the requirement that the Town Council hold a public hearing on the ordinance; and,

WHEREAS, it is the desire of the Town Council to annex the hereinafter described Town-owned property to the Town of Breckenridge.

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

Section 1. The Town Council finds that the Town of Breckenridge is the owner in fee of the real property described in Section 3 of this ordinance, and that such property is not solely a public street or right-of-way.

Section 2. The Town Council finds and concludes that the Town-owned real property described in Section 3 of this ordinance is eligible for annexation to the Town of Breckenridge under Section 30(1)(c) of Article II of the Colorado Constitution, and Sections 31-12-104(1)(a) and 31-12-105, C.R.S. Specifically, the Town Council finds, determines and concludes that:

1. Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing boundaries of the Town of Breckenridge.
2. No annexation proceedings concerning the territory to be annexed have been commenced by another municipality.
3. The annexation of the subject real property will not result in the detachment of area from a school district.
4. The annexation of the subject real property will not result in the extension of the boundaries of the Town of Breckenridge more than three miles.
5. The Town of Breckenridge has a plan in place for the area to be annexed.

Section 3. The following described real property is hereby annexed to and made a part of the Town of Breckenridge, Colorado, to wit:

A PARCEL OF LAND LYING WHOLLY WITHIN TRACT A-1 OF REPLAT OF TRACTS A AND C, MCCAIN SUBDIVISION, ACCORDING TO THE PLAT RECORDED MARCH 5, 2021 AT RECEPTION NO. 1251870, LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY 9 FROM WHICH POINT THE NORTH END OF SAID LINE BEARS NORTH

1 12°22'11" EAST A DISTANCE OF 365.71 FEET, AS SHOWN ON SAID REPLAT OF TRACTS
2 A AND C, MCCAIN SUBDIVISION;
3 THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3)
4 COURSES:

5
6 (1) SOUTH 12°22'11" WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 77.50
7 FEET;

8 (2) SOUTH 23°26'17" WEST, A DISTANCE OF 102.89 FEET;

9 (3) SOUTH 14°07'32" WEST, A DISTANCE OF 10.91 FEET TO THE TOWN OF
10 BRECKENRIDGE TOWN LIMITS ACCORDING TO THE ANNEXATION MAP OF MCCAIN
11 ANNEXATION PHASE I RECORDED AT RECEPTION NO. 714272 OF THE RECORDS OF
12 THE SUMMIT COUNTY CLERK AND RECORDER;
13 THENCE ALONG SAID TOWN OF BRECKENRIDGE TOWN LIMITS THE FOLLOWING TWO
14 (2) COURSES:

15
16 (1) DEPARTING SAID RIGHT-OF-WAY NORTH 75°29'07" WEST, A DISTANCE OF 82.16
17 FEET;

18 (2) NORTH 14°30'53" EAST, A DISTANCE OF 190.00 FEET;

19 THENCE SOUTH 75°29'07" EAST ALONG SAID TOWN LIMITS AND THE TOWN OF
20 BRECKENRIDGE TOWN LIMITS ACCORDING TO THE ANNEXATION MAP OF OLD FIRE
21 STATION PARCEL RECORDED AT RECEPTION NO. 733160 OF SAID RECORDS, A
22 DISTANCE OF 95.14 FEET TO THE POINT OF BEGINNING;

23
24 SAID PARCEL CONTAINS AN AREA OF 17,531 SQUARE FEET, OR 0.402 ACRES, MORE
25 OR LESS.

26
27 Section 4. Within thirty (30) days after the effective date of this ordinance, the Town
28 Clerk is authorized and directed to:

29
30 A. File one copy of the annexation map with the original of the annexation
31 ordinance in the office of the Town Clerk of the Town of Breckenridge,
32 Colorado; and

33
34 B. File for recording three certified copies of the annexation ordinance and
35 map of the area annexed containing a legal description of such area with
36 the Summit County Clerk and Recorder.

37
38 Section 5. This ordinance shall be published and become effective as provided in
39 Section 5.9 of the Breckenridge Town Charter.

40
41 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
42 PUBLISHED IN FULL this 11th day of January, 2022.

43
44 This ordinance was published in full on the Town of Breckenridge website on this 11th day of
45 January 2022.

46

ATTEST:

TOWN OF BRECKENRIDGE

Helen Cospolich, Town Clerk

Eric Mamula, Mayor

APPROVED IN FORM

Town Attorney

Date

47

Memo

To: Breckenridge Town Council Members
From: Chris McGinnis, Civil Engineer IV
Date: 1/5/2022
Subject: Ordinance Amending The Breckenridge Town Code Concerning Town Engineering Regulations – First Reading



The Town Engineering Division has been working to update the Town Engineering Regulations (also referred to as Engineering Standards), which have not been significantly updated since 1987. As part of these updated Engineering Regulations, Staff has created a draft administrative document titled “Engineering Design Standards and Construction Specifications” and an ordinance which modifies Title 9 Land Use and Development and Title 10 Flood Control of the Town Code. Below is a background on the update process, the purpose of the update, a summary of the code changes, and a summary of the major changes to the Engineering Regulations. Staff is requesting approval or comments from Town Council on the draft ordinance for the code changes, as well as any comments on the Breckenridge Design Standards and Construction Specifications document.

The current Engineering Regulations are located in Title 10 and 11 of the Town Code, as well as several administrative documents adopted by reference, including the street standards appendix and figures, which are not located in the Town Code. The proposed Engineering Regulations will include the new Title 10 (includes four chapters) of the Town Code, Title 11 of the Town Code, and the “Engineering Design Standards and Construction Specifications”. Collectively, these documents are referred to as the Town Engineering Regulations.

The Engineering Regulations create rules and regulations for the design and construction of all public and private improvements in the Town of Breckenridge in order to ensure that the health, safety, welfare, and property of the Town and citizens will be safeguarded and protected and to assure there will be a certain uniformity in performance with respect to design and construction of public and private improvements, while also protecting the community against actions that would deteriorate the quality of the natural and manmade environment.

The last major update to the Engineering Regulations was completed in 1987. Since then, only minor updates have been completed. Engineering Staff has updated the Engineering Regulations for the following reasons:

- Modify existing Regulations to reflect changes in design and construction methods, as well as to be consistent with other codes and standards which have changed since the adoption of the engineering regulations in 1987.
- Provide consistent design and construction basis for infrastructure within the Town.
- Ensure public welfare and promote efficient development that considers the future of the community.
- Protect the water quality of the Blue River and its tributaries.
- Protect wetlands and other sensitive habitats in our mountain environment.
- Mitigate traffic caused by development.
- Improve pedestrian and bicycle facilities.
- Provide improved access for people with disabilities.
- Provide guidelines for the Engineering Division development review process.
- Protect the public by establishing the minimum acceptable level for design and construction of infrastructure.

Engineering Staff began working on updating the Engineering Regulations in 2019. RESPEC and Stolfus & Associates were hired as consultants to provide expertise on stormwater and streets standards, respectively, and to ensure that our updated Engineering Regulations are generally consistent with other agencies and

Colorado municipalities. Once Staff and the consultants finished a draft of the Engineering Regulations, they were advertised from February 12th until March 5th, 2021 for public input and comment. Staff also held a virtual meeting open to the Public and the Breckenridge development community in order to discuss the Engineering Regulations and public comments on June 17th, 2021. All comments were evaluated by Staff and incorporated into the Engineering Regulations as appropriate.

The Engineering Regulations update includes changes to the Town's right-of-way requirements, traffic impact studies, streets, stormwater, grading & excavation standards, as well as permitting and inspection requirements and construction specifications. Below is a brief summary of many of the major changes and additions to the Engineering Regulations:

- An "Infrastructure Permit" was added to the Town's permitting requirements and is required for the construction of all public infrastructure improvements.
- Submittal requirements and the permitting process were formalized and several new submittal requirements were added.
- Requirements for traffic impact studies and requirements for updating roadway infrastructure were added.
- Detailed design standards for streets, consistent with AASHTO and other guidelines, were added alongside new requirements for infrastructure.
- Detailed stormwater standards were added for the design of detention, water quality, storm sewers, roadside conveyance, culverts, bridges, infiltration facilities, and construction stormwater management.
- Grading and excavation standards were added for design and construction. These standards include requirements for maximum grades, retaining walls, drainage, and revegetation.
- New construction inspection and final acceptance requirements were added.
- Construction specifications were added for all public and private development of infrastructure to be adopted by the Town. The specifications adopt CDOT Road and Bridge Specifications and MHFD Specifications. Modifications have been drafted to amend several sections of CDOT Specifications.

In addition to creating updated Standards, changes to the Town Code (by Ordinance) are required for clarity and consistency. Currently, the majority of the existing Engineering Standards are located within the Town Code. It is not typical for Engineering Standards to be located within municipal codes as they are considered living documents that need to be updated regularly. For this reason, the details of the Engineering Standards are being removed from the Town Code and will be located in the "Engineering Design Standards and Construction Specifications" document. This document will be accessible through the Town website and will be updated administratively by the Town Engineer, per section 10-1-3 of the Code update. The proposed code which gives the authority to the Town Engineer to adopt and amend administrative rules and procedures is consistent with the current engineering regulations, as well as other code sections providing Directors the authority to adopt administrative rules.

Title 10 of the Town Code is currently named "Flood Control", but covers street standards, storm drainage, flood damage prevention, and water quality. Title 10 will be repealed in its entirety and be replaced by the new Title 10 Engineering Process and Regulations. Chapter 3 Flood Control will be added back to Title 10 without any changes. Chapters 1, 2, and 4 will consist of entirely new chapters from the current code; they are titled Chapter 1- Adoption of Engineering Regulations and Authority of Town Engineer, Chapter 2 - Engineering Regulations, and Chapter 4 - Submittals and Penalties and Enforcement.

Title 9 of the Town Code has many modifications in the ordinance. However, the Title 9 changes are mostly administrative changes to provide consistency with the new format, titles, and requirements of Title 10. The Title 10 changes do not create significant changes to the Development Code.

Title 11 of the Town Code also contains engineering related regulations. However, there are no modifications proposed to Title 11.

The ordinance for Title 9 and 10 modifications is attached to this memo. The Engineering Design Standards and Construction Specifications can be accessed here:

<https://www.townofbreckenridge.com/home/showpublisheddocument/19720/637487418888970000>

This document above is in a draft form and still requires final edits. Please note the title in the document above is titled "Engineering Standards (Draft)", but this is being renamed to "Engineering Design Standards and Construction Specifications" as referenced above. Staff will incorporate any comments from Council after first reading and make final edits to this document and update for final reading. Once the ordinance is adopted, the standards document is considered a living document and it must be continually updated to provide consistent design criteria, to reflect changes in the engineering and construction industries, and to reflect the values of the Town.

Staff is requesting approval of the Town Code modifications and adoption of the Engineering Design Standards and Construction Specifications or comments on the draft documents. Staff will be available at the work session to answer any questions.

COUNCIL BILL NO.

Series 2022

**AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE
CONCERNING TOWN ENGINEERING REGULATIONS.**

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

Section 1. That Title 10, entitled “Engineering Process and Regulations”, of the
Breckenridge Code is hereby repealed and replaced in its entirety as follows:

TITLE 10: ENGINEERING PROCESS AND REGULATIONS

**CHAPTER 1 ADOPTION OF ENGINEERING REGULATIONS AND AUTHORITY OF TOWN
ENGINEER**

SECTION:

10-1-1 PURPOSE

10-1-2 AUTHORITY

10-1-3 AUTHORITY OF TOWN ENGINEER

10-1-4 ACCESS TO STANDARDS

10-1-5 POLICY SUMMARY

10-1-1 PURPOSE

The purpose of Title 10 is to adopt regulations entitled the “Town of Breckenridge Engineering
Regulations” that cover design and construction standards applicable to all private and public
development within the Town of Breckenridge to ensure that the design and construction
protects the health, safety and welfare of the community.

10-1-2 AUTHORITY

Title 10 is adopted pursuant to the authority granted by the applicable provisions of the
Breckenridge home rule charter, the Constitution of the State of Colorado, and the laws of the
State of Colorado.

10-1-3 AUTHORITY OF TOWN ENGINEER

The Town Engineer, as the administrative authority for these regulations, shall formulate such
rules, procedures, interpretations, design criteria, and guidelines as may be necessary to
administer these regulations. Such requirements, interpretations, and guidelines shall be

1 published in the form of an administrative document titled “Engineering Design Standards and
2 Construction Specifications”. The Town Engineer has the authority to administratively
3 formulate, update, amend, and add regulations to the Engineering Design Standards and
4 Construction Specifications. The “Town of Breckenridge Engineering Regulations” and the
5 “Town of Breckenridge Engineering Design Standards and Construction Specifications” are
6 collectively referred to in the Town of Breckenridge Code as “Engineering Regulations”.

7 10-1-4 ACCESS TO STANDARDS

8 The Breckenridge Engineering Standards and Regulations and the Engineering Design
9 Standards and Construction Specifications shall be made available to the public. Copies of the
10 standards are available to the public through the Town website and printed copies shall be
11 available at the Town of Breckenridge Engineering Office.

12 10-1-5 POLICY SUMMARY

13 Title 10 shall apply to all public and private development within the jurisdictional boundaries of
14 the Town of Breckenridge, including, but not limited to, new development and redevelopment as
15 defined in this code, subdivisions and resubdivisions, street and stormwater infrastructure,
16 grading and excavation, impacts to Town right-of-way, and public and private construction. The
17 Engineering Regulations shall also apply to Town rights-of-way and Town-owned infrastructure
18 located outside the jurisdictional boundaries of the Town of Breckenridge.

19

20 The Town Engineer will evaluate engineering designs submitted to the Town based on the
21 standards set forth in the Engineering Regulations. To provide consistency in the design of
22 infrastructure within the Town, these Engineering Regulations follow criteria or design
23 methodology that are in conformance with applicable state and federal laws including: the
24 American Association of State Highway and Transportation (AASHTO), Colorado Department of
25 Transportation (CDOT), Federal Americans with Disabilities Act (ADA) Regulations, Federal
26 Highway Administration (FHWA), Mile High Flood District (MHFD), National Cooperative
27 Highway Research Program (NCHRP), U.S. Department of Transportation, Manual of Uniform
28 Traffic Control Devices (MUTCD), United States Access Board (PROWAG and ADAAG), and
29 National Cooperative Highway Research Program (NCHRP).

30

31 **CHAPTER 2 ENGINEERING REGULATIONS**

32 SECTION:

33 10-2-1 STREET STANDARDS

DRAFT FOR WORK SESSION JANUARY 11, 2022
FIRST READING ON JANUARY 11, 2022

- 1 10-2-1-1 STREET MONUMENTS
- 2 10-2-1-2 ENCROACHMENT LICENSE AGREEMENT
- 3 10-2-1-3 TRAFFIC IMPACT STUDY REQUIREMENTS
- 4 10-2-1-4 TRAFFIC MITIGATION
- 5 10-2-1-5 IMPROVEMENTS TO EXISTING STREETS
- 6 10-2-1-6 STANDARDS FOR CONSTRUCTION OF STREETS
- 7 10-2-1-7 ACCESS CONTROL
- 8 10-2-1-8 SIGNAGE
- 9 10-2-2 RIGHT-OF-WAY AND EASEMENT DEDICATION
- 10 10-2-2-1 RIGHT-OF-WAY FOR PUBLIC STREETS
- 11 10-2-2-2 UPGRADING EXISTING RIGHT-OF-WAY
- 12 10-2-2-4 REQUIRED EASEMENTS
- 13 10-2-2-5 RIGHT-OF-WAY DEDICATION PLAT
- 14 10-2-3 STORMWATER STANDARDS
- 15 10-2-3-1 DETENTION AND WATER QUALITY
- 16 10-2-3-2 STORMWATER MASTER PLAN
- 17 10-2-3-3 FLOODPLAIN MANAGEMENT
- 18 10-2-3-4 PREPARATION BY PROFESSIONAL ENGINEER
- 19 10-2-3-5 STORMWATER EXEMPTIONS
- 20 10-2-4 GRADING AND EXCAVATION STANDARDS
- 21 10-2-4-1 RETAINING WALLS
- 22 10-2-4-2 SITE STABILIZATION
- 23 10-2-4-3 SETBACKS
- 24 10-2-4-4 SETBACK EXEMPTIONS
- 25 10-2-4-6 WETLAND DISTURBANCE AND MITIGATION
- 26 10-2-5 CONSTRUCTION SPECIFICATIONS
- 27
- 28 10-2-1 STREET STANDARDS
- 29 10-2-1-1 STREET MONUMENTS
- 30 The corners of lots, tracts or other parcels of land, and any line points of reference shall, when
- 31 established on dredge tailings by a land survey, be solidly embedded in concrete per details

1 approved by the Town Engineer and shall be in addition to the minimum standards for surveys
2 set forth in the Colorado Revised Statutes.

3 10-2-1-2 ENCROACHMENT LICENSE AGREEMENT

4 Private structures, landscaping, and other private improvements are generally not permitted to
5 be installed in the Town right-of-way or easements. Requests for private improvements in the
6 Town right-of-way and easements shall be submitted in writing to the Town Engineer. If the
7 Town Engineer approves a request, a revocable encroachment license shall be submitted to the
8 Town per Section 11-6 of this code.

9 10-2-1-3 TRAFFIC IMPACT STUDY REQUIREMENTS

10 Proposed developments expected to generate greater than 10 vehicle trips per hour shall
11 require a traffic impact study to be submitted to the Town Engineer. Study requirements and
12 submittals shall be per the Engineering Design Standards and Construction Specifications and
13 as determined by the Town Engineer.

14 10-2-1-4 TRAFFIC MITIGATION

15 Where a development will cause traffic impacts, mitigation will be required. Acceptable
16 mitigation measures may include capacity and access improvements, signalization, signal
17 operation improvements, street widening, additional connections, or other physical
18 improvements. Where existing conditions prevent physical improvements (i.e., steep terrain,
19 adjacent buildings, limited right-of-way, etc.), a project may be required to reduce density,
20 implement transportation demand management (TDM) measures to minimize the demand for
21 vehicle trips and encourage alternate mode use, and/or provide cash-in-lieu of the improvement.
22 Cash-in-lieu fee amounts will be determined based on the development's generated trips and
23 the scope of the mitigation proposed.

24 10-2-1-5 IMPROVEMENTS TO EXISTING STREETS

25 The Town Engineer may require improvements to existing streets, due to development impacts
26 to the streets, increased demand on existing improvements, or existing streets serving new
27 developments not meeting current standards. Improvements may include, but are not limited to,
28 intersection improvements, sight distance improvements, street widening, adjustments to
29 horizontal and vertical street geometry, drainage improvements, vehicle and pedestrian lighting,
30 signage, pedestrian routes, acceleration lanes, deceleration lanes, clear zone widening,
31 shoulder improvements, and transit improvements.

32

1 Existing streets providing access to a new development must be upgraded to current standards
2 if both of the following conditions are met:

3

- 4 1. The existing street does not meet current Town of Breckenridge Engineering Standards.
- 5 2. The proposed development will increase the Average Daily Traffic (ADT) of the street by
6 25% or more.

7

8 Existing streets must also be upgraded to current standards if a development changes the street
9 classification or as directed by the Town Engineer.

10 10-2-1-6 STANDARDS FOR CONSTRUCTION OF STREETS

11 All street construction, whether new construction or upgrading of existing infrastructure, shall be
12 built in accordance with the Engineering Design Standards and Construction Specifications.
13 Private and public streets shall both be built in accordance with the engineering standards.
14 Developers shall be required to pay for all street construction costs for new developments,
15 including, but not limited to, utilities, street lighting, pavement, sidewalks, transit improvements,
16 and signage. The Town Engineer may require additional improvements to existing roadways,
17 pedestrian routes, transit facilities, and other infrastructure that is adjacent to the development
18 or will experience increased use from the development.

19 10-2-1-7 ACCESS CONTROL

20 Private accesses and driveways shall meet spacing, width, grading, geometry, sight distance,
21 surfacing, and all other requirements of the Engineering Design Standards and Construction
22 Specifications. Only one access shall be allowed per lot. Access shall be from the lowest
23 classification street abutting a property. Additional access control requirements may be
24 determined by the Town Engineer to provide safe ingress and egress to the property.

25 10-2-1-8 SIGNAGE

26 Stop signs or other traffic control devices shall be installed at the intersections of all public and
27 private streets (access serving four or more units) and shall meet MUTCD requirements. Stop
28 signs are not required at driveways serving three or less units. All signage shall meet the
29 requirements of Title 7 of the Breckenridge Town Code, entitled Vehicles and Traffic, Title 11 of
30 the Breckenridge Town Code, entitled Public Ways and Property, and the Engineering Design
31 Standards and Construction Specifications. No private signage shall be permitted within the
32 right-of-way. No private signage shall be permitted on private property which attempts to direct

1 traffic or parking. Business name signs and address signs may be installed outside of the right
2 of way per requirements in Title 9 of this code.

3 10-2-2 RIGHT-OF-WAY AND EASEMENT DEDICATION

4 Right-of-ways and easements shall be dedicated to the Town through a right-of-way plat,
5 subdivision plat or other instrument acceptable to the Town Attorney per the requirements
6 below. Unless otherwise provided in this code, the Engineering Design Standards and
7 Construction Specifications, or by an agreement with the Town, the Town shall be responsible
8 for maintenance of Town Right-of-Way.

9 10-2-2-1 RIGHT-OF-WAY FOR PUBLIC STREETS

10 All streets located within a subdivision shall be dedicated to the Town as public rights-of-way for
11 access, utilities, snow storage, drainage, and related infrastructure uses. Right-of-way
12 dedications for public streets shall conform to the Engineering Design Standards and
13 Construction Specifications, including sufficient width to include all street improvements,
14 drainage improvements, associated cut and fill slopes, utilities, intersections, curb returns, snow
15 storage, retaining walls, transit infrastructure, and other roadway infrastructure.

16 10-2-2-2 UPGRADING EXISTING RIGHT-OF-WAY

17 Where the area to be subdivided or developed includes an existing right-of-way and the existing
18 right-of-way is insufficient to meet Town standards or where additional right-of-ways are
19 required to provide connections to adjacent right-of-ways and properties, the developer must
20 dedicate the necessary right-of-way to meet Town standards. Where additional right-of-way is
21 required to upgrade existing streets between the development and adjacent streets or highways
22 due to increased traffic, the developer must obtain the necessary rights-of-way for these
23 improvements and dedicate such right-of-way to the Town.

24 10-2-2-3 REQUIRED EASEMENTS

25 Easements required by Title 9 of the Town Code and by the Engineering Design Standards and
26 Construction specifications shall be dedicated to the Town and other utility providers, public
27 agencies, and other parties as applicable. Easements shall be dedicated for all public utilities
28 and infrastructure or private utilities and infrastructure serving multiple properties. Access
29 easements shall be dedicated for any private alleys or common driveways two or more
30 properties.

31 10-2-2-4 RIGHT-OF-WAY DEDICATION PLAT

32 Right-of-way and easements shall be dedicated to the Town through a right-of-way dedication
33 plat or subdivision plat meeting Title 9 of the Town Code or other instrument acceptable to the

1 Town Attorney. The rights-of-way depicted on the plat shall be of sufficient width, alignment,
2 and location to allow construction of roadways and infrastructure meeting the Engineering
3 Design Standards and Construction Specifications. Lots resulting from the right-of-way
4 dedication shall be in compliance with all regulations of Title 9 of the Town Code. All plats shall
5 contain all required language and elements required in Title 9 of the Town Code and shall follow
6 the development review process of Title 9 of the Town Code.

7 10-2-3 STORMWATER STANDARDS

8 10-2-3-1 DETENTION AND WATER QUALITY

9 The policy of the town shall be to direct runoff from new developments into historic and natural
10 drainageways, to require detention storage of stormwater runoff to limit peak discharges from
11 newly developed areas to historical rates, and to control drainage and pollutants so as not to
12 degrade the quality of surface and ground water. Runoff from a development shall not be
13 allowed to increase flooding problems to any downstream properties. All drainage from new
14 developments shall be designed and constructed to comply with stormwater standards section
15 of the Engineering Design Standards and Construction Specifications.

16 10-2-3-2 STORMWATER MASTER PLAN

17 The town shall prepare a master plan for drainage within the town. New development within the
18 master plan boundary shall be required to incorporate flows as specified in the master plan by
19 the town engineer until such plan is completed. Additionally, the Town Engineer may require
20 recommendations for drainage improvements contained in the master plan to be implemented
21 by the developer.

22 10-2-3-3 FLOODPLAIN MANAGEMENT

23 The town has adopted flood hazard mapping for the major streams within its corporate limits.
24 The town is part of the national flood insurance program administered by the federal emergency
25 management agency (FEMA). As part of this program, the town has adopted the "Breckenridge
26 flood damage prevention ordinance". All drainage plans must show compliance with regulations
27 contained in the flood prevention ordinance.

28 10-2-3-4 PREPARATION BY PROFESSIONAL ENGINEER

29 All drainage plans shall be prepared by or under the direct supervision of a professional
30 engineer registered in the State of Colorado. The engineer preparing or supervising the
31 preparation of the plan shall verify that the proposed drainage facilities will meet the standards
32 and criteria of this code, Engineering Design Standards and Construction Specifications,
33 CDPHE regulations, and all other related regulations.

1 10-2-3-5 STORMWATER EXEMPTIONS

2 Detention and water quality requirements may be exempted by the Town Engineer if one of the
3 following conditions are met:

4 A. Residential developments of two (2) units or less are exempted, unless they are situated
5 on slopes in excess of fifteen percent (15%), in or adjacent to a wetlands area, or are
6 located within twenty-five feet (25') of the top of the banks of a lake, pond, perennial or
7 intermittent stream. Residential units built as part of a larger development greater than
8 two (2) units are not exempted.

9 B. The town engineer may exempt other small projects or projects of short duration. Small
10 projects shall be those that do not disturb more than five hundred (500) square feet of
11 ground surface. Projects of short duration include those which will be completed within
12 ten (10) days. Landscaping and/or recreational trails which do not involve or are not
13 associated with other development activity may be similarly exempted from the
14 requirements of this policy, if the work can be completed and the site stabilized within
15 ten (10) days.

16 C. Redevelopment of sites which do not increase the impervious area by more than .10
17 acres (4,356 Square Feet). See the Engineering Design Standards and Construction
18 Specifications for definitions of redevelopment.

19 10-2-4 GRADING AND EXCAVATION STANDARDS

20 10-2-4-1 RETAINING WALLS

21 The maximum slope of unretained finished grades shall be 2H:1V. Slopes with proposed
22 grading that will result in grades steeper than 2H:1V will require retaining walls. All retaining
23 walls taller than 4 feet (measured from finished grade at bottom of wall to top of wall) shall be
24 engineered. Engineered walls require the following from a professional engineer licensed in the
25 State of Colorado:

- 26 1. Detailed plan by Colorado professional engineer showing retaining wall details and
27 stamped.
- 28 2. Inspections during construction certifying all aspects of retaining wall construction meet
29 plan requirements and good engineering practices.
- 30 3. Final certification of the retaining wall construction by Colorado professional engineer.

31 10-2-4-2 SITE STABILIZATION

32 All disturbed areas shall be stabilized and revegetated per the requirements of the Engineering
33 Design Standards and Construction Specifications prior to final acceptance.

1 10-2-4-3 SETBACKS

2 No structures or soil disruption shall be located closer than twenty-five feet (25') from
3 environmentally sensitive areas (ESA). ESA is defined as the top of the banks of all lakes,
4 ponds, and perennial and intermittent streams, as well as wetlands, Cucumber Gulch Wildlife
5 Preserve, and other special environmental or wildlife habitat areas. The setback requirements
6 shall also apply to all channels draining twenty (20) acres or more. Exceptions to the setback
7 requirement may be allowed when acceptable measures to either isolate the stream or
8 otherwise prevent the increase of unfiltered runoff and sediments in excess of historical rates
9 are submitted to and approved by the town engineer. Exemptions and variances to the setback
10 shall be approved per the Engineering Design Standards and Construction Specifications
11 criteria and as determined by the Town Engineer.

12 10-2-4-4 SETBACK EXEMPTIONS

13 Exemptions to the setback requirements may be allowed by the Town Engineer if one of the
14 following conditions is met:

- 15 A. Development sites with the most recent plat being recorded prior to January 1, 1986 and
16 platted in a manner which does not allow a feasible development option meeting the 25-
17 foot disturbance setback. This exception only applies if the disturbance setback
18 prohibits any feasible development and the developer demonstrates there are no
19 feasible alternatives to eliminate disturbance within the setback. Additionally, sites that
20 were platted prior to January 1, 1986, but that were re-platted after January 1, 1986, do
21 not qualify for this exemption.
- 22 B. The area has previously been mined or extensively disturbed in the area adjacent to the
23 proposed development, resulting in dredge tailings in the area. In this case, the setback
24 may be waived if the developer submits a plan to implement channel, wetland,
25 environmental, or other water body improvements which serve to reclaim, stabilize,
26 revegetate, or enhance the area.
- 27 C. Work is proposed in the 25-foot setback area but not within the ESA, the work is
28 considered minor (no permanent structures) in the setback area, and acceptable
29 measures are implemented to prevent an increase of sediment or other contaminants
30 that exceeds historical rates as determined by the Town Engineer.
- 31 D. Areas where there are no other feasible methods for development without encroachment
32 into the setback and the encroachment is necessary for critical infrastructure. To meet
33 this exemption, the developer must demonstrate there are no feasible alternatives to

1 eliminate disturbance within the setback. Only infrastructure critical to the development,
2 such as roads and utilities, will be considered within the setback. Residences and
3 structures will generally not be granted an exemption to be constructed within the
4 setback.

5 E. The wetlands have encroached into a detention, stormwater quality, or another type of
6 stormwater feature since the development of the feature. Maintenance activities within
7 the stormwater feature shall be allowed in these cases.

8 10-2-4-5 WETLAND DELINEATION SURVEYS

9 Wetland boundaries shall be shown on all subdivision plats within the Town of Breckenridge. If
10 the Town believes there is any evidence that a site subject to disturbance may contain
11 wetlands, either not shown on the plat or with an incorrect boundary, the Town may require the
12 developer to obtain and submit a wetlands delineation survey by an independent third party
13 consultant specializing in wetlands delineations as recognized by the USACE.

14

15 Wetland delineation surveys shall be valid for a period of five years and shall be updated at time
16 of development permit application if the current wetland delineation is more than five years old
17 in order to reflect current wetland conditions. Wetland boundaries shown on plats and other
18 locations will be considered outdated after five years and will require a new delineation.

19 10-2-4-6 WETLAND DISTURBANCE AND MITIGATION

20 Wetlands disturbance is prohibited unless the developer submits a variance request per Section
21 10-4-8 which is duly approved by the Town Engineer showing that developer meets the criteria
22 for exemption set forth in Section 10-2-4-4. If a variance is approved, all wetlands disturbance
23 will require wetlands mitigation per the Engineering Design Standards and Construction
24 Specifications.

25 10-2-5 CONSTRUCTION SPECIFICATIONS

26 The construction specifications listed in the Engineering Design Standards and Construction
27 Specifications are hereby adopted for all public projects in the Town of Breckenridge, as well as
28 all private projects constructing public infrastructure to be owned by the Town. The Town
29 Engineer may require additional specifications for unique or project-specific conditions. Where
30 construction specifications listed in the Engineering Design Standards and Construction
31 Specifications conflict, the more stringent specification shall apply.

- 1 **CHAPTER 3 FLOOD DAMAGE PREVENTION**
- 2 SECTION:
- 3 10-3-1: TITLE
- 4 10-3-2: STATUTORY AUTHORIZATION
- 5 10-3-3: FINDINGS
- 6 10-3-4: STATEMENT OF PURPOSE
- 7 10-3-5: METHODS OF REDUCING FLOOD LOSSES
- 8 10-3-6: DEFINITIONS
- 9 10-3-7: LANDS TO WHICH THIS CHAPTER APPLIES
- 10 10-3-8: BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREA
- 11 10-3-9: ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT
- 12 10-3-10: COMPLIANCE
- 13 10-3-11: ABROGATION AND GREATER RESTRICTIONS
- 14 10-3-12: INTERPRETATION
- 15 10-3-13: WARNING AND DISCLAIMER OF LIABILITY
- 16 10-3-14: SEVERABILITY
- 17 10-3-15: DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR
- 18 10-3-16: DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR
- 19 10-3-17: PERMIT PROCEDURES
- 20 10-3-18: VARIANCE PROCEDURES
- 21 10-3-19: GENERAL STANDARDS FOR FLOOD HAZARD REDUCTION
- 22 10-3-20: SPECIFIC STANDARDS FOR FLOOD HAZARD REDUCTION
- 23 10-3-21: STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)
- 24 10-3-22: FLOODWAYS
- 25 10-3-23: ALTERATION OF A WATERCOURSE
- 26 10-3-24: PROPERTIES REMOVED FROM THE FLOODPLAIN BY FILL
- 27 10-3-25: STANDARDS FOR SUBDIVISION PROPOSALS
- 28 10-3-26: STANDARDS FOR CRITICAL FACILITIES
- 29 10-3-27: VIOLATIONS; PENALTIES
- 30
- 31 10-3-1: TITLE:
- 32 This chapter is entitled and may be cited as the 2018 BRECKENRIDGE FLOOD DAMAGE
- 33 PREVENTION ORDINANCE.

1 10-3-2: STATUTORY AUTHORIZATION:

2 The Town Council finds, determines, and declares that it has the power to adopt this chapter
3 pursuant to: a) the Local Government Land Use Control Enabling Act, article 20 of title 29,
4 Colorado Revised Statutes; b) part 3 of article 23 of title 31, Colorado Revised Statutes
5 (concerning Municipal zoning powers); c) section 31-15-103, Colorado Revised Statutes
6 (concerning Municipal police powers); d) section 31-15-401, Colorado Revised Statutes
7 (concerning Municipal police powers); e) the authority granted to home rule municipalities by
8 article XX of the Colorado Constitution; and f) the powers contained in the Breckenridge Town
9 Charter.

10 10-3-3: FINDINGS:

11 A. The flood hazard areas of the Town are subject to periodic inundation, which can result in
12 loss of life and property, health and safety hazards, disruption of commerce and governmental
13 services, and extraordinary public expenditures for flood protection and relief, all which
14 adversely affect the health, safety, and general welfare of the public.

15 B. These flood losses are created by the cumulative effect of obstructions in floodplains that
16 cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas
17 by uses vulnerable to floods and hazardous to other lands because they are inadequately
18 elevated, floodproofed, or otherwise protected from flood damage.

19 10-3-4: STATEMENT OF PURPOSE:

20 A. It is the purpose of this chapter to promote public health, safety and general welfare and
21 to minimize public and private losses due to flood conditions in specific areas by provisions
22 designed to:

- 23 1. Protect human life and health;
- 24 2. Minimize expenditure of public money for costly flood control projects;
- 25 3. Minimize the need for rescue and relief efforts associated with flooding and generally
26 undertaken at the expense of the general public;
- 27 4. Minimize prolonged business interruptions;
- 28 5. Minimize damage to critical facilities, infrastructure, and other public facilities such as
29 water, sewer and gas mains; electric and communications stations; and streets and bridges
30 located in floodplains;
- 31 6. Help maintain a stable tax base by providing for the sound use and development of
32 flood-prone areas in such a manner as to minimize future flood blight areas; and

1 7. Insure that potential buyers are notified that property is located in a flood hazard area.

2 10-3-5: METHODS OF REDUCING FLOOD LOSSES:

3 A. In order to accomplish its purposes, this chapter uses the following methods:

4 1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of
5 flood, or cause excessive increases in flood heights or velocities;

6 2. Require that uses vulnerable to floods, including facilities that serve such uses, be
7 protected against flood damage at the time of initial construction;

8 3. Control the alteration of natural floodplains, stream channels, and natural protective
9 barriers that are involved in the accommodation of flood waters;

10 4. Control filling, grading, dredging, and other development that may increase flood
11 damage; and

12 5. Prevent or regulate the construction of flood barriers that will unnaturally divert flood
13 waters or that may increase flood hazards to other lands.

14 10-3-6: DEFINITIONS:

15 A. When used in this chapter, the following words have the following meanings unless the
16 context clearly requires otherwise:

17 ADDITION: Any activity that expands the enclosed footprint or increases the square footage of
18 an existing structure.

19 ALLUVIAL FAN FLOODING: A fan-shaped sediment deposit formed by a stream that flows
20 from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the
21 main stream. Alluvial fans contain active stream channels and boulder bars, and recently
22 abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are
23 modified by infrequent sheet flood, channel avulsions, and other stream processes.

24 AREA OF SHALLOW FLOODING: A designated Zone AO or AH on the Town's Flood
25 Insurance Rate Map (FIRM) with a one percent (1%) chance or greater annual chance of
26 flooding to an average depth of one foot (1') to three feet (3') where a clearly defined channel
27 does not exist, where the path of flooding is unpredictable, and where velocity flow may be
28 evident. Such flooding is characterized by ponding or sheet flow.

29 BASE FLOOD: The flood which has a one percent (1%) chance of being equaled or exceeded
30 in any given year (also known as a 100-year flood). This term is used in the National Flood
31 Insurance Program (NFIP) to indicate the minimum level of flooding to be used by a community
32 in its floodplain management regulations.

1 BASE FLOOD ELEVATION (BFE): The elevation shown on a FEMA Flood Insurance Rate
2 Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and
3 VE that indicates the water surface elevation resulting from a flood that has a one percent (1%)
4 chance of equaling or exceeding that level in any given year.

5 BASEMENT: Any area of a building having its floor subgrade (below ground level) on all
6 sides.

7 CHANNEL: The physical confine of stream or waterway consisting of a bed and stream banks,
8 existing in a variety of geometries.

9 CHANNELIZATION: The artificial creation, enlargement, or realignment of a stream channel.

10 CODE OF FEDERAL REGULATIONS (CFR): The codification of the general and permanent
11 rules published in the Federal Register by the executive departments and agencies of the
12 Federal government. It is divided into fifty (50) titles that represent broad areas subject to
13 Federal regulation.

14 CONDITIONAL LETTER OF MAP REVISION (CLOMR): FEMA's comment on a proposed
15 project, which does not revise an effective floodplain map, that would, upon construction, affect
16 the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification
17 of the existing regulatory floodplain.

18 CRITICAL FACILITY: A structure or related infrastructure, but not the land on which it is
19 situated, as specified in section 10-3-26 of this chapter, that if flooded may result in significant
20 hazards to public health and safety or interrupt essential services and operations for the Town
21 at any time before, during, and after a flood. See section 10-3-26 of this chapter.

22 DFIRM DATABASE: Database (usually spreadsheets containing data and analyses that
23 accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements
24 for the development and maintenance of DFIRM databases.

25 DEVELOPMENT: Any man-made change in improved and unimproved real estate, including,
26 but not limited to, buildings or other structures, mining, dredging, filling, grading, paving,
27 excavation or drilling operations, or storage of equipment or materials.

28 DIGITAL FLOOD INSURANCE RATE MAP (DFIRM): FEMA digital floodplain map. These
29 digital maps serve as "regulatory floodplain maps" for insurance and floodplain management
30 purposes.

31 EFFECTIVE DATE OF THIS CHAPTER: The effective date of this chapter is November 15,
32 2018.

1 ELEVATED BUILDING: A non-basement building: 1) built, in the case of a building in Zones
2 A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor above the
3 ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor
4 of the water; and 2) adequately anchored so as not to impair the structural integrity of the
5 building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE,
6 A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means
7 of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded
8 movement of flood waters.

9 EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park
10 or subdivision for which the construction of facilities for servicing the lots on which the
11 manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the
12 construction of streets, and either final site grading or the pouring of concrete pads) is
13 completed before the effective date of this chapter.

14 EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: The
15 preparation of additional sites by the construction of facilities for servicing the lots on which the
16 manufactured homes are to be affixed (including the installation of utilities, the construction of
17 streets, and either final site grading or the pouring of concrete pads).

18 FEMA: Federal Emergency Management Agency, the agency responsible for administering
19 the National Flood Insurance Program.

20 FEDERAL REGISTER: The official daily publication for rules, proposed rules, and notices of
21 Federal agencies and organizations, as well as executive orders and other presidential
22 documents.

23 500-YEAR FLOOD: A flood having a recurrence interval that has a 0.2 percent chance of
24 being equaled or exceeded during any given year (0.2-percent-chance-annual-flood). The term
25 does not imply that the flood will necessarily happen once every five hundred (500) years.

26 500-YEAR FLOODPLAIN: The area of land susceptible to being inundated as a result of the
27 occurrence of a 500-year flood.

28 FLOOD CONTROL STRUCTURE: A physical structure designed and built expressly or
29 partially for the purpose of reducing, redirecting, or guiding flood flows along a particular
30 waterway. These specialized flood modifying works are those constructed in conformance with
31 sound engineering standards.

32 FLOOD INSURANCE RATE MAP (FIRM): The Town's official map on which the Federal
33 Emergency Management Agency has delineated both the special flood hazard areas and the

1 risk premium zones applicable to the Town. Such map is adopted by reference and is part of
2 this chapter.

3 FLOOD INSURANCE STUDY (FIS): The official report provided by the Federal Emergency
4 Management Agency. The report contains the Flood Insurance Rate Map as well as flood
5 profiles for studied flooding sources that can be used to determine base flood elevations for
6 some areas.

7 FLOOD OR FLOODING: A general and temporary condition of partial or complete inundation
8 of normally dry land areas from:

- 9 1. The overflow of water from channels and reservoir spillways;
- 10 2. The unusual and rapid accumulation or runoff of surface waters from any source; or
- 11 3. Mudslides or mudflows that occur from excess surface water that is combined with mud
12 or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas
13 (such as earth carried by a current of water and deposited along the path of the current).

14 FLOODPLAIN ADMINISTRATOR: The Town Engineer of the Town of Breckenridge, or the
15 Town Engineer's designee acting pursuant to section 1-7-2 of this Code.

16 FLOODPLAIN DEVELOPMENT PERMIT: A permit required before construction or
17 development begins within any special flood hazard area (SFHA). If FEMA has not defined the
18 SFHA within the Town, the Town requires permits for all proposed construction or other
19 development in the Town including the placement of manufactured homes, so that it may
20 determine whether such construction or other development is proposed within flood-prone
21 areas. Permits are required to ensure that proposed development projects meet the
22 requirements of the NFIP and this chapter.

23 FLOODPLAIN MANAGEMENT: The operation of an overall program of corrective and
24 preventive measures for reducing flood damage, including but not limited to emergency
25 preparedness plans, flood control works, and floodplain management regulations.

26 FLOODPLAIN MANAGEMENT REGULATIONS: Zoning/land use ordinances and regulations,
27 subdivision regulations, Building Codes, health regulations, special purpose ordinances (such
28 as a floodplain ordinance, grading ordinance and erosion control ordinance) and other
29 applications of the police power. The term describes such State or local regulations, in any
30 combination thereof, which provide standards for the purpose of flood damage prevention and
31 reduction.

1 FLOODPLAIN OR FLOOD-PRONE AREA: Any land area susceptible to being inundated as
2 the result of a flood, including the area of land over that floodwater would flow from the spillway
3 of a reservoir.

4 FLOODPROOFING: Any combination of structural and/or non- structural additions, changes,
5 or adjustments to structures that reduce or eliminate flood damage to real estate or improved
6 real property, water and sanitary facilities, structures, and their contents.

7 FLOODWAY (REGULATORY FLOODWAY): The channel of a river or other watercourse and
8 adjacent land areas that must be reserved in order to discharge the base flood without
9 cumulatively increasing the water surface elevation more than a designated height. The
10 Colorado Statewide standard for the designated height to be used for all newly studied reaches
11 is one-half foot (1/2') (6 inches). Letters of Map Revision to existing floodway delineations may
12 continue to use the floodway criteria in place at the time of the existing floodway delineation.

13 FREEBOARD: The vertical distance in feet above a predicted water surface elevation
14 intended to provide a margin of safety to compensate for unknown factors that could contribute
15 to flood heights greater than the height calculated for a selected size flood such as debris
16 blockage of bridge openings and the increased runoff due to urbanization of the watershed.

17 FUNCTIONALLY DEPENDENT USE: A use that cannot perform its intended purpose unless it
18 is located or carried out in close proximity to water. The term includes only docking facilities,
19 port facilities that are necessary for the loading and unloading of cargo or passengers, and ship
20 building and ship repair facilities, but does not include long-term storage or related
21 manufacturing facilities.

22 HIGHEST ADJACENT GRADE: The highest natural elevation of the ground surface prior to
23 construction next to the proposed walls of a structure.

24 HISTORIC STRUCTURE: Any structure that is:

- 25 1. Listed individually in the National Register of Historic Places (a listing maintained by the
26 Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting
27 the requirements for individual listing on the National Register;
- 28 2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the
29 historical significance of a registered historic district or a district preliminarily determined by the
30 Secretary to qualify as a registered historic district;
- 31 3. Individually listed on a State inventory of historic places in states with historic
32 preservation programs that have been approved by the Secretary of Interior; or

1 4. Landmarked structures pursuant to title 9, chapter 11 of this Code that have been
2 certified either:

- 3 a. By an approved State program as determined by the Secretary of the Interior; or
- 4 b. Directly by the Secretary of the Interior in states without approved programs.

5 LETTER OF MAP REVISION (LOMR): FEMA's official revision of an effective Flood
6 Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs
7 are generally based on the implementation of physical measures that affect the hydrologic or
8 hydraulic characteristics of a flooding source and thus result in the modification of the existing
9 regulatory floodway, the effective base flood elevations (BFEs), or the special flood hazard area
10 (SFHA).

11 LETTER OF MAP REVISION BASED ON FILL (LOMR-F): FEMA's modification of the
12 special flood hazard area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the
13 placement of fill outside the existing regulatory floodway.

14 LEVEE: A man-made embankment, usually earthen, designed and constructed in accordance
15 with sound engineering practices to contain, control, or divert the flow of water so as to provide
16 protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as
17 providing flood protection, the levee structure must meet the requirements set forth in 44 CFR
18 65.10.

19 LEVEE SYSTEM: A flood protection system that consists of a levee, or levees, and
20 associated structures, such as closure and drainage devices, which are constructed and
21 operated in accordance with sound engineering practices.

22 LOWEST FLOOR: The lowest floor of the lowest enclosed area (including basement). Any
23 floor used for living purposes that includes working, storage, sleeping, cooking and eating,
24 recreation, or any combination thereof. This includes any floor that could be converted to such a
25 use such as a basement or crawl space. The lowest floor is a determinate for the flood
26 insurance premium for a building, home, or business. An unfinished or flood resistant enclosure,
27 usable solely for parking of vehicles, building access or storage in an area other than a
28 basement area is not considered a building's lowest floor; provided that such enclosure is not
29 built so as to render the structure in violation of the applicable non-elevation design requirement
30 of section 60.3 of the National Flood Insurance Program Regulations.

31 MANUFACTURED HOME: A structure transportable in one or more sections, which is built on
32 a permanent chassis and is designed for use with or without a permanent foundation when

1 connected to the required utilities. The term "manufactured home" does not include a
2 "recreational vehicle".

3 MANUFACTURED HOME PARK OR SUBDIVISION: A parcel (or contiguous parcels) of land
4 divided into two (2) or more manufactured home lots for rent or sale.

5 MATERIAL SAFETY DATA SHEET (MSDS): A form with data regarding the properties of a
6 particular substance. An important component of product stewardship and workplace safety, it is
7 intended to provide workers and emergency personnel with procedures for handling or working
8 with that substance in a safe manner, and includes information such as physical data (melting
9 point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal,
10 protective equipment, and spill-handling procedures.

11 MEAN SEA LEVEL: For purposes of the National Flood Insurance Program, the North
12 American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown
13 on the Town's Flood Insurance Rate Map are referenced.

14 NATIONAL FLOOD INSURANCE PROGRAM (NFIP): FEMA's program of flood insurance
15 coverage and floodplain management administered in conjunction with the Robert T. Stafford
16 Relief and Emergency Assistance Act. The NFIP has applicable Federal regulations
17 promulgated in title 44 of the Code of Federal Regulations. The U.S. Congress established the
18 NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

19 NEW CONSTRUCTION: The construction of a new structure (including the placement of a
20 mobile home) or facility or the replacement of a structure or facility that has been totally
21 destroyed.

22 NEW MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park or
23 subdivision for which the construction of facilities for servicing the lots on which the
24 manufactured homes are to be affixed (including at a minimum, the installation of utilities, the
25 construction of streets, and either final site grading or the pouring of concrete pads) is
26 completed on or after the effective date of this chapter.

27 NO-RISE CERTIFICATION: A record of the results of an engineering analysis conducted to
28 determine whether a project will increase flood heights in a floodway. A No-Rise Certification
29 must be supported by technical data and signed by a registered Colorado professional
30 engineer. The supporting technical data should be based on the standard step-backwater
31 computer model used to develop the 100-year floodway shown on the Flood Insurance Rate
32 Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

1 100-YEAR FLOOD: A flood having a recurrence interval that has a one percent (1%) chance
2 of being equaled or exceeded during any given year (1 percent-annual-chance flood). The terms
3 "one- hundred-year flood" and "one percent chance flood" are synonymous with the term "100-
4 year flood". The term does not imply that the flood will necessarily happen once every one
5 hundred (100) years.

6 100-YEAR FLOODPLAIN: The area of land susceptible to being inundated as a result of the
7 occurrence of a 100-year flood.

8 PHYSICAL MAP REVISION (PMR): FEMA's action whereby one or more map panels are
9 physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or
10 floodway delineations, flood elevations, and/or planimetric features.

11 PLANNING COMMISSION: The Planning Commission of the Town of Breckenridge.

12 RECREATIONAL VEHICLE: A vehicle that is:

- 13 1. Built on a single chassis;
- 14 2. Four hundred (400) square feet or less when measured at the largest horizontal
15 projections;
- 16 3. Designed to be self-propelled or permanently towable by a light duty truck; and
- 17 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters
18 for recreational, camping, travel, or seasonal use.

19 SPECIAL FLOOD HAZARD AREA: The land in the floodplain within the Town subject to a one
20 percent (1%) or greater chance of flooding in any given year, i.e., the 100-year floodplain.

21 START OF CONSTRUCTION: The date the building permit was issued, including substantial
22 improvements, provided the actual start of construction, repair, reconstruction, rehabilitation,
23 addition, placement, or other improvement was within one hundred eighty (180) days of the
24 permit date. The actual start means either the first placement of permanent construction of a
25 structure on a site, such as the pouring of slab or footings, the installation of piles, the
26 construction of columns, or any work beyond the stage of excavation; or the placement of a
27 manufactured home on a foundation. Permanent construction does not include land preparation,
28 such as clearing, grading and filling; nor does it include the installation of streets and/or
29 walkways; nor does it include excavation for basement, footings, piers or foundations or the
30 erection of temporary forms; nor does it include the installation on the property of accessory
31 buildings, such as garages or sheds not occupied as dwelling units or not part of the main
32 structure. For a substantial improvement, the actual start of construction means the first

1 alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that
2 alteration affects the external dimensions of the building.

3 STATE: Has the meaning provided in section 1-3-2 of this Code.

4 STRUCTURE: A walled and roofed building, including a gas or liquid storage tank, which is
5 principally above ground, as well as a manufactured home.

6 SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of
7 restoring the structure to its before-damaged condition would equal or exceed fifty percent
8 (50%) of the market value of the structure just prior to when the damage occurred.

9 SUBSTANTIAL IMPROVEMENT: Any reconstruction, rehabilitation, addition, or other
10 improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the
11 market value of the structure before "start of construction" of the improvement. The value of the
12 structure shall be determined by the Floodplain Administrator. This includes structures that have
13 incurred "substantial damage", regardless of the actual repair work performed. The term does
14 not, however, include either:

15 1. Any project for improvement of a structure to correct existing violations of State or local
16 Health, Sanitary, or Safety Code specifications that have been identified by the local code
17 enforcement official and that are the minimum necessary conditions; or

18 2. Any alteration of a "historic structure" provided that the alteration will not preclude the
19 structure's continued designation as a "historic structure".

20 THRESHOLD PLANNING QUANTITY (TPQ): A quantity designated for each chemical on the
21 list of extremely hazardous substances that triggers notification by facilities to the State that
22 such facilities are subject to emergency planning requirements.

23 TOWN: Has the meaning provided in section 1-3-2 of this Code.

24 TOWN COUNCIL: Has the meaning provided in section 1-3-2 of this Code.

25 VARIANCE: A grant of relief to a person from the requirement of this chapter when specific
26 enforcement would result in unnecessary hardship. A variance, therefore, permits construction
27 or development in a manner otherwise prohibited by this chapter. (For full requirements see
28 section 60.6 of the National Flood Insurance Program Regulations.)

29 VIOLATION: The failure of a structure or other development to be fully compliant with this
30 chapter. A structure or other development without the elevation certificate, other certifications, or
31 other evidence of compliance required in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4),
32 or (e)(5) of the National Flood Insurance Program Regulations is presumed to be in violation
33 until such time as that documentation is provided.

1 WATER SURFACE ELEVATION: The height, in relation to the North American Vertical Datum
2 (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and
3 frequencies in the floodplains of coastal or riverine areas.

4 B. Unless specifically defined in subsection A of this section, words or phrases used in this
5 chapter shall be interpreted to give them the meaning they have in common usage and to give
6 this chapter its most reasonable application.

7 10-3-7: LANDS TO WHICH THIS CHAPTER APPLIES:

8 This chapter applies to all special flood hazard areas and areas removed from the floodplain by
9 the issuance of a FEMA Letter of Map Revision Based On Fill (LOMR-F) within the jurisdiction
10 of the Town.

11 10-3-8: BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREA:

12 The special flood hazard areas identified by the Federal Emergency Management Agency in a
13 scientific and engineering report entitled, "The Flood Insurance Study for Summit County,
14 Colorado and Incorporated Areas", dated November 16, 2018 with accompanying Flood
15 Insurance Rate Maps and/or Flood Boundary- Floodway Maps (FIRM and/or FBFM) and any
16 revisions thereto are adopted by reference and declared to be a part of this chapter. These
17 special flood hazard areas identified by the FIS and attendant mapping are the minimum area of
18 applicability of this chapter and may be supplemented by studies designated and approved by
19 the Floodplain Administrator. The Floodplain Administrator shall keep a copy of the Flood
20 Insurance Study (FIS), DFIRMs, FIRMs and/or FBFMs on file and available for public
21 inspection.

22 10-3-9: ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT:

23 A floodplain development permit is required to ensure conformance with the provisions of this
24 chapter.

25 10-3-10: COMPLIANCE:

26 No structure or land shall be located, altered, or have its use changed within the special flood
27 hazard area without full compliance with the terms of this chapter and other applicable
28 regulations. Nothing in this chapter prevents the Town from taking such lawful action as is
29 necessary to prevent or remedy any violation. These regulations meet the minimum
30 requirements as set forth by the Colorado Water Conservation Board and the National Flood
31 Insurance Program.

32

33 10-3-11: ABROGATION AND GREATER RESTRICTIONS:

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FIRST READING ON JANUARY 11, 2022

1 This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants,
2 or deed restrictions. However, where this chapter and another ordinance, easement, covenant,
3 or deed restriction conflict or overlap, whichever imposes the more stringent restriction shall
4 prevail.

5 10-3-12: INTERPRETATION:

6 A. In the interpretation and application of this chapter, all provisions shall be:

- 7 1. Considered as minimum requirements;
- 8 2. Liberally construed in favor of the Town; and
- 9 3. Deemed neither to limit nor repeal any other powers granted under State Statutes or
10 other applicable law.

11 10-3-13: WARNING AND DISCLAIMER OF LIABILITY:

12 The degree of flood protection required by this chapter is considered reasonable for regulatory
13 purposes and is based on scientific and engineering considerations. On rare occasions greater
14 floods can and will occur and flood heights may be increased by man-made or natural causes.
15 This chapter does not imply that land outside the special flood hazard area or uses permitted
16 within such areas will be free from flooding or flood damages. This chapter does not create
17 liability on the part of the Town or any Town official or employee for any flood damages resulting
18 from reliance on this chapter or any administrative decision lawfully made pursuant to this
19 chapter.

20 10-3-14: SEVERABILITY:

21 Section 1-2-4 of this Code applies to this chapter.

22 10-3-15: DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR:

23 The Town Engineer is appointed as Floodplain Administrator to administer, implement, and
24 enforce the provisions of this chapter and other appropriate sections of 44 CFR (National Flood
25 Insurance Program Regulations) pertaining to floodplain management.

26 10-3-16: DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR:

27 A. Duties and responsibilities of the Floodplain Administrator include, but are not limited to,
28 the following:

- 29 1. Maintain and hold open for public inspection all records pertaining to the provisions of
30 this chapter, including the actual elevation (in relation to mean sea level) of the lowest floor
31 (including basement) of all new or substantially improved structures and any floodproofing
32 certificate required by section 10-3-17 of this chapter.

- 1 2. Review, approve, conditionally approve, or deny all applications for floodplain
2 development permits required by adoption of this chapter.
- 3 3. Review floodplain development permit applications to determine whether a proposed
4 building site, including the placement of manufactured homes, will be reasonably safe from
5 flooding.
- 6 4. Review permits for proposed development to assure that all necessary permits have
7 been obtained from those Federal, State or local governmental agencies (including section 404
8 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC section 1334) from
9 which prior approval is required.
- 10 5. Inspect all development at appropriate times during the period of construction to ensure
11 compliance with all provisions of this chapter, including proper elevation of the structure.
- 12 6. Where interpretation is needed as to the exact location of the boundaries of the special
13 flood hazard area (for example, where there appears to be a conflict between a mapped
14 boundary and actual field conditions) the Floodplain Administrator shall make the necessary
15 interpretation.
- 16 7. When base flood elevation data has not been provided in accordance with section 10-3-
17 8 of this chapter, the Floodplain Administrator shall obtain, review and reasonably utilize any
18 base flood elevation data and floodway data available from a Federal, State, or other source, in
19 order to administer the provisions of sections 10-3-19 through 10-3-26, inclusive, of this chapter.
- 20 8. For waterways with base flood elevations for which a regulatory floodway has not been
21 designated, no new construction, substantial improvements, or other development (including fill)
22 shall be permitted within Zones A1-30 and AE on the Town's FIRM, unless it is demonstrated
23 that the cumulative effect of the proposed development, when combined with all other existing
24 and anticipated development, will not increase the water surface elevation of the base flood
25 more than one-half foot (1/2') at any point within the Town.
- 26 9. Under the provisions of 44 CFR chapter 1, section 65.12, of the National Flood
27 Insurance Program Regulations, the Floodplain Administrator may approve certain development
28 in Zones A1-30, AE, AH, on the Town's FIRM that increases the water surface elevation of the
29 base flood by more than one-half foot (1/2') only if the Town first applies for a conditional FIRM
30 revision through FEMA (Conditional Letter of Map Revision), fulfills the requirements for such
31 revisions as established under the provisions of section 65.12, and receives FEMA approval.

1 10. Notify, in riverine situations, adjacent communities and the State coordinating agency
2 (the Colorado Water Conservation Board), prior to any alteration or relocation of a watercourse,
3 and submit evidence of such notification to FEMA.

4 11. Ensure that the flood carrying capacity within the altered or relocated portion of any
5 watercourse is maintained.

6 10-3-17: PERMIT PROCEDURES:

7 A. An application for a floodplain development permit shall be presented to the Floodplain
8 Administrator on forms furnished by him/her and may include, but not be limited to, plans in
9 duplicate drawn to scale showing the location, dimensions, and elevation of proposed
10 landscape alterations, existing and proposed structures, including the placement of
11 manufactured homes, and the location of the foregoing in relation to special flood hazard area.
12 Additionally, the following information is required:

13 1. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all
14 new and substantially improved structures;

15 2. Elevation in relation to mean sea level to which any nonresidential structure will be
16 floodproofed;

17 3. A certificate from a registered Colorado professional engineer or architect that the
18 nonresidential floodproofed structure shall meet the floodproofing criteria of subsection 10-3-
19 20A2 of this chapter;

20 4. Description of the extent to which any watercourse or natural drainage will be altered or
21 relocated as a result of proposed development;

22 5. Maintain a record of all such information in accordance with section 10-3-16 of this
23 chapter.

24 B. Approval or denial of a floodplain development permit by the Floodplain Administrator
25 shall be based on all of the provisions of this chapter and the following relevant factors:

26 1. The danger to life and property due to flooding or erosion damage;

27 2. The susceptibility of the proposed facility and its contents to flood damage and the effect
28 of such damage on the individual owner;

29 3. The danger that materials may be swept onto other lands to the injury of others;

30 4. The compatibility of the proposed use with existing and anticipated development;

31 5. The safety of access to the property in times of flood for ordinary and emergency
32 vehicles;

1 6. The costs of providing governmental services during and after flood conditions including
2 maintenance and repair of streets and bridges, and public utilities and facilities such as sewer,
3 gas, electrical, and water systems;

4 7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood
5 waters and the effects of wave action, if applicable, expected at the site;

6 8. The necessity to the facility of a waterfront location, where applicable;

7 9. The availability of alternative locations, not subject to flooding or erosion damage, for the
8 proposed use; and

9 10. The relationship of the proposed use to the Town's master plan for that area.

10 10-3-18: VARIANCE PROCEDURES:

11 A. The Planning Commission shall initially hear and render judgment on requests for
12 variances from the requirements of this chapter.

13 B. The Planning Commission shall also hear and render judgment on an appeal when it is
14 alleged there is an error in any requirement, decision, or determination made by the Floodplain
15 Administrator in the enforcement or administration of this chapter.

16 C. Any Planning Commission decision made pursuant to this chapter is subject to the call up
17 provisions of title 9, chapter 1 of this Code.

18 D. The Floodplain Administrator shall maintain a record of all actions involving an appeal and
19 shall report variances to the Federal Emergency Management Agency upon request.

20 E. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures
21 listed on the National Register of Historic Places, the State Inventory of Historic Places, or
22 landmarked structures under title 9, chapter 11 of this Code without regard to the procedures
23 set forth in the remainder of this chapter.

24 F. Variances may be issued for new construction and substantial improvements to be
25 erected on a lot of one-half (1/2) acre or less in size contiguous to and surrounded by lots with
26 existing structures constructed below the base flood level, providing the relevant factors in
27 section 10-3-17 of this chapter have been fully considered. As the lot size increases beyond the
28 one-half (1/2) acre, the technical justification required for issuing the variance increases.

29 G. Upon consideration of the factors noted above and the intent of this chapter, the Planning
30 Commission may attach such conditions to the granting of variances as it deems necessary to
31 further the purpose and objectives of this chapter as described in section 10-3-4 of this chapter.

1 H. Variances shall not be issued within any designated floodway if any increase in flood
2 levels during the base flood discharge would result.

3 I. Variances may be issued for the repair or rehabilitation of historic structures upon a
4 determination that the proposed repair or rehabilitation will not preclude the structure's
5 continued designation as a historic structure and the variance is the minimum necessary to
6 preserve the historic character and design of the structure.

7 J. Prerequisites for granting variances:

8 1. Variances shall only be issued upon a determination that the variance is the minimum
9 necessary, considering the flood hazard, to afford relief.

10 2. Variances shall only be issued upon:

11 a. Showing a good and sufficient cause;

12 b. A determination that failure to grant the variance would result in exceptional hardship
13 to the applicant; and

14 c. A determination that the granting of a variance will not result in increased flood
15 heights, additional threats to public safety, extraordinary public expense, the creation of a
16 nuisance, fraud on or victimization of the public, or conflict with existing Town laws.

17 3. Any applicant to whom a variance is granted shall be given written notice that the
18 structure will be permitted to be built with the lowest floor elevation below the base flood
19 elevation, and that the cost of flood insurance will be commensurate with the increased risk
20 resulting from the reduced lowest floor elevation.

21 K. Variances may be issued by the Town for new construction and substantial improvements
22 and for other development necessary for the conduct of a functionally dependent use provided
23 that:

24 1. The criteria outlined in subsections A through I, inclusive, of this section are met; and

25 2. The structure or other development is protected by methods that minimize flood
26 damages during the base flood and create no additional threats to public safety.

27 10-3-19: GENERAL STANDARDS FOR FLOOD HAZARD REDUCTION:

28 A. In all special flood hazard areas the following provisions are required for all new
29 construction and substantial improvements:

30 1. All new construction or substantial improvements shall be designed (or modified) and
31 adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting
32 from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

1 2. All new construction or substantial improvements shall be constructed by methods and
2 practices that minimize flood damage;

3 3. All new construction or substantial improvements shall be constructed with materials
4 resistant to flood damage;

5 4. All new construction or substantial improvements shall be constructed with electrical,
6 heating, ventilation, plumbing, and air conditioning equipment and other service facilities that
7 are designed and/or located so as to prevent water from entering or accumulating within the
8 components during conditions of flooding;

9 5. All manufactured homes shall be installed using methods and practices that minimize
10 flood damage. For the purposes of this requirement, manufactured homes must be elevated and
11 anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include,
12 but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is
13 in addition to applicable State and local anchoring requirements for resisting wind forces;

14 6. All new and replacement water supply systems shall be designed to minimize or
15 eliminate infiltration of flood waters into the system;

16 7. New and replacement sanitary sewage systems shall be designed to minimize or
17 eliminate infiltration of flood waters into the system and discharge from the systems into flood
18 waters; and,

19 8. On-site waste disposal systems shall be located to avoid impairment to them or
20 contamination from them during flooding.

21 10-3-20: SPECIFIC STANDARDS FOR FLOOD HAZARD REDUCTION:

22 A. In all special flood hazard areas where base flood elevation data has been provided as set
23 forth in: 1) section 10-3-8 of this chapter, 2) subsection 10-3-16A7 of this chapter, or 3) section
24 10-3-25 of this chapter, the following provisions are required:

25 1. Residential Construction: New construction and substantial improvement of any
26 residential structure shall have the lowest floor (including basement), electrical, heating,
27 ventilation, plumbing, and air conditioning equipment and other service facilities (including
28 ductwork), elevated to one foot (1') above the base flood elevation. Upon completion of the
29 structure, the elevation of the lowest floor, including basement, shall be certified by a registered
30 Colorado professional engineer, architect, or land surveyor. Such certification shall be submitted
31 to the Floodplain Administrator.

32 2. Nonresidential Construction: With the exception of critical facilities, outlined in section
33 10-3-26 of this chapter, new construction and substantial improvements of any commercial,

1 industrial, or other nonresidential structure shall either have the lowest floor (including
2 basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other
3 service facilities (including ductwork), elevated to one foot (1') above the base flood elevation or,
4 together with attendant utility and sanitary facilities, be designed so that at one foot (1') above
5 the base flood elevation the structure is watertight with walls substantially impermeable to the
6 passage of water and with structural components having the capability of resisting hydrostatic
7 and hydrodynamic loads and effects of buoyancy.

8 A registered Colorado professional engineer or architect shall develop and/or review structural
9 design, specifications, and plans for the construction, and shall certify that the design and
10 methods of construction are in accordance with accepted standards of practice as outlined in
11 this subsection. Such certification shall be maintained by the Floodplain Administrator, as
12 required by section 10-3-17 of this chapter.

13 3. Enclosures: New construction and substantial improvements, with fully enclosed areas
14 below the lowest floor that are usable solely for parking of vehicles, building access, or storage
15 in an area other than a basement and that are subject to flooding, shall be designed to
16 automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit
17 of floodwaters.

18 Designs for meeting this requirement must either be certified by a registered Colorado
19 professional engineer or architect or meet or exceed the following minimum criteria:

20 a. A minimum of two (2) openings having a total net area of not less than one square
21 inch for every square foot of enclosed area subject to flooding shall be provided;

22 b. The bottom of all openings shall be no higher than one foot (1') above grade; and

23 c. Openings may be equipped with screens, louvers, valves, or other coverings or
24 devices provided that they permit the automatic entry and exit of floodwaters.

25 4. Manufactured Homes: All manufactured homes that are placed or substantially improved
26 within Zones A1-30, AH, and AE on the Town's FIRM on sites: a) outside of a manufactured
27 home park or subdivision; b) in a new manufactured home park or subdivision; c) in an
28 expansion to an existing manufactured home park or subdivision; or d) in an existing
29 manufactured home park or subdivision on which manufactured home has incurred "substantial
30 damage" as a result of a flood, shall be elevated on a permanent foundation such that the
31 lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air
32 conditioning equipment and other service facilities (including ductwork), are elevated to one foot

1 (1') above the base flood elevation and be securely anchored to an adequately anchored
2 foundation system to resist flotation, collapse, and lateral movement.

3 All manufactured homes shall be placed or substantially improved on sites in an existing
4 manufactured home park or subdivision with Zones A1-30, AH and AE on the Town's FIRM that
5 are not subject to the provisions of the above section, shall be elevated so that either:

6 a. The lowest floor of the manufactured home, electrical, heating, ventilation, plumbing,
7 and air conditioning equipment and other service facilities (including ductwork), are one foot (1')
8 above the base flood elevation; or

9 b. The manufactured home chassis is supported by reinforced piers or other foundation
10 elements of at least equivalent strength that are no less than thirty six inches (36") in height
11 above grade and be securely anchored to an adequately anchored foundation system to resist
12 flotation, collapse, and lateral movement.

13 5. Recreational Vehicles: All recreational vehicles placed on sites within Zones A1-30, AH,
14 and AE on the Town's FIRM either:

15 a. Be on the site for fewer than one hundred eighty (180) consecutive days;

16 b. Be fully licensed and ready for highway use; or

17 c. Meet the permit requirements of section 10-3-17 of this chapter, and the elevation and
18 anchoring requirements for "manufactured homes" in subsection A4 of this section.

19 A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is
20 attached to the site only by quick disconnect type utilities and security devices, and has no
21 permanently attached additions.

22 6. Prior Approved Activities: Any activity for which a floodplain development permit was
23 issued by the Town or a CLOMR was issued by FEMA prior to the effective date of this chapter
24 may be completed according to the standards in place at the time of the permit or CLOMR
25 issuance, and will not be considered in violation of this chapter if it meets such standards.

26 10-3-21: STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES):

27 A. Located within the special flood hazard area established in section 10-3-8 of this chapter
28 are areas designated as shallow flooding. These areas have special flood hazards associated
29 with base flood depths of one foot (1') to three feet (3') where a clearly defined channel does not
30 exist and where the path of flooding is unpredictable and where velocity flow may be evident.
31 Such flooding is characterized by ponding or sheet flow; therefore, the following provisions
32 apply:

1 1. Residential Construction: All new construction and substantial improvements of
2 residential structures have the lowest floor (including basement), electrical, heating, ventilation,
3 plumbing, and air conditioning equipment and other service facilities (including ductwork),
4 elevated above the highest adjacent grade at least one foot (1') above the depth number
5 specified in feet on the Town's FIRM (at least 3 feet if no depth number is specified). Upon
6 completion of the structure, the elevation of the lowest floor, including basement, shall be
7 certified by a registered Colorado professional engineer, architect, or land surveyor. Such
8 certification shall be submitted to the Floodplain Administrator.

9 2. Nonresidential Construction: With the exception of critical facilities, outlined in section
10 10-3-26 of this chapter, all new construction and substantial improvements of non-residential
11 structures, must have the lowest floor (including basement), electrical, heating, ventilation,
12 plumbing, and air conditioning equipment and other service facilities (including ductwork),
13 elevated above the highest adjacent grade at least one foot (1') above the depth number
14 specified in feet on the Town's FIRM (at least 3 feet if no depth number is specified), or together
15 with attendant utility and sanitary facilities, be designed so that the structure is watertight to at
16 least one foot (1') above the base flood level with wall substantially impermeable to the passage
17 of water and with structural components having the capability of resisting hydrostatic and
18 hydrodynamic loads of effects of buoyancy. A registered Colorado professional engineer or
19 architect shall submit a certification to the Floodplain Administrator that the standards of this
20 section, as established in section 10-3-17 of this chapter are satisfied.

21 Within Zones AH or AO adequate drainage paths around structures on slopes are required to
22 guide flood waters around and away from proposed structures.

23 10-3-22: FLOODWAYS:

24 A. Floodways are administrative limits and tools used to regulate existing and future
25 floodplain development. The State has adopted floodway standards that are more stringent than
26 the FEMA minimum standard (see definition of floodway in section 10-3-6 of this chapter).
27 Located within special flood hazard area established in section 10-3-8 of this chapter, are areas
28 designated as floodways. Since the floodway is an extremely hazardous area due to the velocity
29 of floodwaters that carry debris, potential projectiles and erosion potential, the following
30 provisions shall apply:

31 1. Encroachments are prohibited, including fill, new construction, substantial improvements
32 and other development within the adopted regulatory floodway unless it has been demonstrated
33 through hydrologic and hydraulic analyses performed by a licensed Colorado professional

1 engineer and in accordance with standard engineering practice that the proposed encroachment
2 would not result in any increase (requires a No-Rise Certification) in flood levels within the Town
3 during the occurrence of the base flood discharge.

4 2. If subsection A1 of this section, is satisfied, all new construction and substantial
5 improvements shall comply with all applicable flood hazard reduction provisions of sections 10-
6 3-19 through 10-3-26, inclusive, of this chapter.

7 3. Under the provisions of 44 CFR chapter 1, section 65.12, of the National Flood
8 Insurance Regulations, the Town may permit encroachments within the adopted regulatory
9 floodway that would result in an increase in base flood elevations only if the Town first applies
10 for a CLOMR and floodway revision through FEMA.

11 10-3-23: ALTERATION OF A WATERCOURSE:

12 A. For all proposed developments that alter a watercourse within a special flood hazard area,
13 the following standards apply:

14 1. Channelization and flow diversion projects shall appropriately consider issues of
15 sediment transport, erosion, deposition, and channel migration and properly mitigate potential
16 problems through the project as well as upstream and downstream of any improvement activity.
17 A detailed analysis of sediment transport and overall channel stability should be considered,
18 when appropriate, to assist in determining the most appropriate design.

19 2. Channelization and flow diversion projects shall evaluate the residual 100-year
20 floodplain.

21 3. Any channelization or other stream alteration activity proposed by a project proponent
22 must be evaluated for its impact on the regulatory floodplain and be in compliance with all
23 applicable Federal, State and Town floodplain rules, regulations and ordinances.

24 4. Any stream alteration activity shall be designed and sealed by a registered Colorado
25 professional engineer or certified professional hydrologist.

26 5. All activities within the regulatory floodplain shall meet all applicable Federal, State and
27 Town floodplain requirements and regulations.

28 6. Within the regulatory floodway, stream alteration activities shall not be constructed
29 unless the project proponent demonstrates through a floodway analysis and report, sealed by a
30 registered Colorado professional engineer, that there is not more than a 0.00 foot rise in the
31 proposed conditions compared to existing conditions floodway resulting from the project,
32 otherwise known as a No-Rise Certification, unless the Town first applies for a CLOMR and
33 floodway revision in accordance with section 10-3-22 of this chapter.

1 7. Maintenance shall be required for any altered or relocated portions of watercourses so
2 that the flood-carrying capacity is not diminished.

3 10-3-24: PROPERTIES REMOVED FROM THE FLOODPLAIN BY FILL:

4 A. A floodplain development permit shall not be issued for the construction of a new structure
5 or addition to an existing structure on a property removed from the floodplain by the issuance of
6 a FEMA Letter of Map Revision Based On Fill (LOMR-F), unless such new structure or addition
7 complies with the following:

8 1. Residential Construction: The lowest floor (including basement), electrical, heating,
9 ventilation, plumbing, and air conditioning equipment and other service facilities (including
10 ductwork), must be elevated to one foot (1') above the base flood elevation that existed prior to
11 the placement of the fill.

12 2. Nonresidential Construction: The lowest floor (including basement), electrical, heating,
13 ventilation, plumbing, and air conditioning equipment and other service facilities (including
14 ductwork), must be elevated to one foot (1') above the base flood elevation that existed prior to
15 the placement of the fill, or together with attendant utility and sanitary facilities be designed so
16 that the structure or addition is watertight to at least one foot (1') above the base flood level that
17 existed prior to the placement of fill with walls substantially impermeable to the passage of water
18 and with structural components having the capability of resisting hydrostatic and hydrodynamic
19 loads of effects of buoyancy.

20 10-3-25: STANDARDS FOR SUBDIVISION PROPOSALS:

21 A. All subdivision proposals including the placement of manufactured home parks and
22 subdivisions shall be reasonably safe from flooding. If a subdivision or other development
23 proposal is in a flood-prone area, the proposal shall minimize flood damage.

24 B. All proposals for the development of subdivisions including the placement of
25 manufactured home parks and subdivisions shall meet floodplain development permit
26 requirements of sections 10-3-9, 10-3-17 of this chapter; and the provisions of sections 10-3-19
27 through 10-3-26, inclusive, of this chapter.

28 C. Base flood elevation data shall be generated for subdivision proposals and other
29 proposed development including the placement of manufactured home parks and subdivisions
30 that are greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided
31 pursuant to section 10-3-8 or 10-3-16 of this chapter.

32 D. All subdivision proposals including the placement of manufactured home parks and
33 subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

1 E. All subdivision proposals including the placement of manufactured home parks and
2 subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water
3 systems located and constructed to minimize or eliminate flood damage.

4 10-3-26: STANDARDS FOR CRITICAL FACILITIES:

5 A. A critical facility is a structure or related infrastructure, but not the land on which it is
6 situated, as specified in rule 6 of the Rules and Regulations for Regulatory Floodplains in
7 Colorado, that if flooded may result in significant hazards to public health and safety or interrupt
8 essential services and operations for the Town at any time before, during and after a flood.

9 1. Classification Of Critical Facilities: It is the responsibility of the Floodplain Administrator
10 to identify and confirm that specific structures in the Town meet the following criteria:

11 Critical facilities are classified under the following categories: a) essential services; b)
12 hazardous materials; c) at-risk populations; and d) vital to restoring normal services.

13 a. Essential services facilities include public safety, emergency response, emergency
14 medical, designated emergency shelters, communications, public utility plant facilities, and
15 transportation lifelines.

16 These facilities consist of:

17 (1) Public safety (police stations, fire and rescue stations, emergency vehicle and
18 equipment storage, and, emergency operation centers);

19 (2) Emergency medical (hospitals, ambulance service centers, urgent care centers
20 having emergency treatment functions, and non-ambulatory surgical structures but excluding
21 clinics, doctors offices, and non-urgent care medical structures that do not provide these
22 functions);

23 (3) Designated emergency shelters;

24 (4) Communications (main hubs for telephone, broadcasting equipment for cable
25 systems, satellite dish systems, cellular systems, television, radio, and other emergency
26 warning systems, but excluding towers, poles, lines, cables, and conduits);

27 (5) Public utility plant facilities for generation and distribution (hubs, treatment plants,
28 substations and pumping stations for water, power and gas, but not including towers, poles,
29 power lines, buried pipelines, transmission lines, distribution lines, and service lines); and

30 (6) Air transportation lifelines (airports [Municipal and larger], helicopter pads and
31 structures serving emergency functions), and associated infrastructure (aviation control towers,
32 air traffic control centers, and emergency equipment aircraft hangars).

1 Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable
2 water treatment and distribution systems, and hydroelectric power generating plants and related
3 appurtenances.

4 Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the
5 Floodplain Administrator that the facility is an element of a redundant system for which service
6 will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant
7 facilities are available (either owned by the same utility or available through an
8 intergovernmental agreement or other contract) and connected, the alternative facilities are
9 either located outside of the 100-year floodplain or are compliant with the provisions of sections
10 10-3-19 through 10-3-26, inclusive, of this chapter, and an operations plan is in effect that states
11 how redundant systems will provide service to the affected area in the event of a flood.
12 Evidence of ongoing redundancy shall be provided to the Floodplain Administrator on an as-
13 needed basis upon request.

14 b. Hazardous materials facilities include facilities that produce or store highly volatile,
15 flammable, explosive, toxic and/or water-reactive materials.

16 These facilities may include:

- 17 (1) Chemical and pharmaceutical plants (chemical plant, pharmaceutical
18 manufacturing);
- 19 (2) Laboratories containing highly volatile, flammable, explosive, toxic and/or water-
20 reactive materials;
- 21 (3) Refineries;
- 22 (4) Hazardous waste storage and disposal sites; and
- 23 (5) Above ground gasoline or propane storage or sales centers.

24 Facilities shall be determined to be critical facilities if they produce or store materials in excess
25 of threshold limits. If the owner of a facility is required by the Occupational Safety and Health
26 Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals
27 stored or used in the work place, and the chemical(s) is stored in quantities equal to or greater
28 than the threshold planning quantity (TPQ) for that chemical, then that facility shall be
29 considered to be a critical facility. The TPQ for these chemicals is: either five hundred (500)
30 pounds or the TPQ listed (whichever is lower) for the three hundred fifty six (356) chemicals
31 listed under 40 CFR section 302 (2010), also known as extremely hazardous substances (EHS);
32 or ten thousand (10,000) pounds for any other chemical. This threshold is consistent with the
33 requirements for reportable chemicals established by the Colorado Department of Health and

1 Environment. OSHA requirements for MSDS can be found in 29 CFR section 1910 (2010). The
2 Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and
3 Notification", 40 CFR section 302 (2010), and OSHA regulation "Occupational Safety and
4 Health Standards", 29 CFR section 1910 (2010), are incorporated herein by reference and
5 include the regulations in existence at the time of the adoption of this chapter, but exclude later
6 amendments to or editions of the regulations.

7 Specific exemptions to this category include:

8 (1) Finished consumer products within retail centers and households containing
9 hazardous materials intended for household use, and agricultural products intended for
10 agricultural use;

11 (2) Buildings and other structures containing hazardous materials for which it can be
12 demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment
13 and certification by a qualified professional (as determined by the local jurisdiction having land
14 use authority) that a release of the subject hazardous material does not pose a major threat to
15 the public; and

16 (3) Pharmaceutical sales, use, storage, and distribution centers that do not
17 manufacture pharmaceutical products.

18 These exemptions shall not apply to buildings or other structures that also function as critical
19 facilities under another category outlined in sections 10-3-19 through 10-3-26, inclusive, of this
20 chapter.

21 c. At-risk population facilities include medical care, congregate care, and schools.

22 These facilities consist of:

23 (1) Elder care (nursing homes);

24 (2) Congregate care serving twelve (12) or more individuals (day care and assisted
25 living); and

26 (3) Public and private schools (pre-schools, K - 12 schools), before-school and after-
27 school care serving twelve (12) or more children.

28 d. Facilities vital to restoring normal services including government operations.

29 These facilities consist of:

30 (1) Essential government operations (public records, courts, jails, building permitting
31 and inspection services, Town administration and management, maintenance and equipment
32 centers); and

1 (2) Essential structures for public colleges and universities (dormitories, offices, and
2 classrooms only).

3 These facilities may be exempted if it is demonstrated to the Floodplain Administrator that the
4 facility is an element of a redundant system for which service will not be interrupted during a
5 flood. At a minimum, it shall be demonstrated that redundant facilities are available (either
6 owned by the same entity or available through an intergovernmental agreement or other
7 contract), the alternative facilities are either located outside of the 100-year floodplain or are
8 compliant with this chapter, and an operations plan is in effect that states how redundant
9 facilities will provide service to the affected area in the event of a flood. Evidence of ongoing
10 redundancy shall be provided to the Floodplain Administrator on an as-needed basis upon
11 request.

12 2. Protection For Critical Facilities: All new and substantially improved critical facilities and
13 new additions to critical facilities located within the special flood hazard area shall be regulated
14 to a higher standard than structures not determined to be critical facilities. For the purposes of
15 this chapter, protection shall include one of the following:

- 16 a. Location outside the special flood hazard area; or
17 b. Elevation or floodproofing of the structure, together with attendant utility and sanitary
18 facilities, to at least two feet (2') above the base flood elevation.

19 3. Ingress And Egress For New Critical Facilities: New critical facilities shall, when
20 practicable as determined by the Floodplain Administrator, have continuous non-inundated
21 access (ingress and egress for evacuation and emergency services) during a 100-year flood
22 event.

23 10-3-27: VIOLATIONS; PENALTIES:

24 It is a misdemeanor offense for any person to violate any provision of this chapter. Any person
25 convicted of a violation of this chapter shall be punished as set forth in title 1, chapter 4 of this
26 Code.

27

28 **CHAPTER 4 SUBMITTALS, PENALTIES AND ENFORCEMENT**

29 SECTION:

30 10-4-1 FEES AND DEPOSITS

31 10-4-2 PERMITS

32 10-4-3 PERMIT PROCEDURES

33 10-4-4 PERMIT MODIFICATIONS

- 1 10-4-5 SUBMITTALS
- 2 10-4-6 ACCESS
- 3 10-4-7 PUBLIC IMPROVEMENTS AND FINANCIAL GUARANTEES
- 4 10-4-7-1 PUBLIC IMPROVEMENTS
- 5 10-4-7-2 PERFORMANCE GUARANTEES
- 6 10-4-7-3 WARRANTY GUARANTEE
- 7 10-4-8 INSPECTION AND ACCEPTANCE PROCESS
- 8 10-4-8-1 INSPECTIONS
- 9 10-4-8-2 CORRECTION OF DEFICIENCIES
- 10 10-4-8-3 RECORD DRAWINGS
- 11 10-4-8-4 ACCEPTANCE OF IMPROVEMENTS
- 12 10-4-8-5 WARRANTY PERIOD
- 13 10-4-8-6 FINAL ACCEPTANCE
- 14 10-4-9 VARIANCES
- 15 10-4-10 ENFORCEMENT
- 16 10-4-10-1 CONSTRUCTION TIMING LIMITATIONS
- 17 10-4-10-2 ENCROACHMENTS, LITTER PROHIBITED
- 18 10-4-10-3 SNOW AND ICE
- 19 10-4-10-4 RIGHT TO ENFORCE OTHER STANDARDS
- 20 10-4-10-5 ENFORCEMENT AND PENALTIES
- 21
- 22 10-4-1 FEES AND DEPOSITS
- 23 The Town Engineer shall assess the following fees and deposits:
 - 24 A. Engineering Plan Review Fee: Each individual application for a building permit shall be
 - 25 accompanied by a nonrefundable engineering plan review fee. Fee amount shall be
 - 26 determined and adopted annually by Town Council through the annual budget adoption.
 - 27 B. Right-of-Way Permit Fee: Each individual application for a right-of-way permit shall be
 - 28 accompanied by a nonrefundable permit and inspection fee. Fee amount shall be
 - 29 determined and adopted annually by Town Council through the annual budget adoption.
 - 30 C. Right-of-Way Deposits: Prior to the issuance of a permit, a deposit in the form of a
 - 31 surety, shall be assessed by the Town Engineer to cover the cost of restoring the right-
 - 32 of-way. The amount of the deposit shall be determined and adjusted by the Town
 - 33 Engineer and based on disturbance area and other conditions and circumstances of the

1 project. If after issuance of a permit, any deposit is determined to be less than sufficient
2 to pay all costs, the contractor shall, upon demand, no later than ten (10) days after
3 being billed by the Town, or prior to the issuance of any further permits, pay to the Town
4 an amount equal to the deficiency. If the contractor fails or refuses to pay the deficiency,
5 the Town may institute an action to recover the amount in any court of competent
6 jurisdiction and refuse to issue any subsequent permits. Until the deficiency is paid in
7 full, no additional permits shall be issued.

8 10-4-2 PERMITS

9 Permits must be obtained from the Breckenridge Engineering Division whenever a developer,
10 contractor, property owner, or other individual proposes to undertake earth-disturbing activities,
11 construction of infrastructure, development in or near a floodplain, and for any encroachments
12 into the right-of-way. The Engineering Division issues infrastructure permits, floodplain
13 development permits, and right-of-way permits. Permits must be obtained prior to beginning
14 any grading, demolition, earth-disturbing, or other construction activities.

15

16 Single family home construction with no encroachments in the right-of-way may be exempt from
17 an engineering permit. Town development permits and buildings permits are still required prior
18 to beginning construction when engineering permits are not required.

19

20 Town Engineer to determine permitting requirements based on proposed construction activities.
21 The Town requires the following permits. Additional Town, County, State, or Federal permits
22 may be required in addition to the permits listed below.

23

24 A. Right-of-Way Permit: It shall be unlawful for any person, other than an officer or
25 employee of the Town in the course of his or her employment, to make, cause, or permit
26 any construction in, on, under, or within a public right-of-way of the Town unless such
27 person first obtains a Right-of-Way (ROW) Permit from the Town Engineer. All work in
28 the ROW shall be performed in conformity with the permit and the terms and provisions
29 of this chapter. For all work within the ROW, the contractor is responsible for obtaining
30 utility locates and any other permits and approvals necessary to complete the work.

31 B. Infrastructure Permit: An Infrastructure Permit is required for projects that occur within
32 public right-of-way, projects that disturb one acre or more, and for private developments

1 that involve public roadways, sidewalks, trails, stormwater infrastructure, potable water
2 infrastructure, sanitary sewer infrastructure, lighting, irrigation, fiber optic cable and
3 conduit, other utilities, stormwater management, transit facilities, retaining walls,
4 signage, and any other infrastructure improvements.

5 C. Floodplain Development Permit: A floodplain development permit is required for projects
6 located near special flood hazard areas. Permit requirements are per section 10-3 of
7 this code.

8 10-4-3 PERMIT PROCEDURES

9 A. Applicant to meet all Town Planning requirements. See Title 9 of this code.

10 B. Applicant to contact Engineering Division and schedule pre-application meeting.

11 C. Applicant to submit application and engineering submittals. Engineering Division to
12 review and provide comments to Applicant.

13 D. Applicant to revise submittals and resubmit.

14 E. Approval of permits to be granted only if the proposed activity meets Town Code and
15 Standards.

16 F. Construction may begin once all permits are approved and signed.

17 10-4-4 PERMIT MODIFICATIONS

18 Work shall be completed per approved permit plans and specifications. If a permit holder
19 desires to amend the approved work, they must apply for a new permit or permit modification.

20 Work not in conformance with approved plans shall not begin until a new or amended permit is
21 issued to the permit holder.

22 10-4-5 SUBMITTALS

23 Applicants to submit all information listed in the Engineering Design Standards and Construction
24 Specifications and additional information as deemed necessary by the Town Engineer.

25 10-4-6 ACCESS

26 The Town Engineer and their representatives shall be allowed access to all sites with an active
27 development permit, infrastructure permit, right-of-way permit, floodplain permit, or building
28 permit.

29 10-4-7 PUBLIC IMPROVEMENTS AND FINANCIAL GUARANTEES

30 10-4-7-1 PUBLIC IMPROVEMENTS

1 The Town Engineer shall require private development to design, construct, and pay for all
2 associated costs of streets, utilities, and other public and private infrastructure associated with
3 the development. The Town Engineer shall also require improvements to adjacent
4 infrastructure expected to experience increased demand from the development, adjacent
5 infrastructure which does not meet current standards, or to construct new infrastructure to serve
6 or be adjacent to the proposed development. Examples of public improvements include, but is
7 not limited to, intersection improvements, acceleration lanes, deceleration lanes, lane widening,
8 drainage improvements, storm sewer infrastructure, street lights, broadband infrastructure,
9 pavement improvements, roadway striping, roadway signage, sidewalks, curb and gutter,
10 shared use paths, trails, landscaping, transit stop improvements, retaining walls, park
11 improvements, and other infrastructure improvements as determined by the Town Engineer.

12 10-4-7-2 PERFORMANCE GUARANTEES

13 Per Section 9-3 of this code, subdividers shall either install all required improvements prior to
14 recording a subdivision plat or enter into a subdivision improvement agreement with the Town,
15 per Title 9 of this Code, which shall obligate the subdivider to install and construct all public
16 improvements within and adjacent to the proposed subdivision.

17

18 A letter of credit, surety, cash deposit or other acceptable security in an amount determined by
19 the town engineer and in a form approved by the town attorney shall be deposited with the town
20 to guarantee construction and performance. The deposit shall be made prior to recording of a
21 final plat or issuance of a building permit. Performance guarantee shall be 125% of the total
22 costs to construct the improvements. The construction cost amount shall be submitted to the
23 Town Engineer for their review and approval.

24

25 Performance guarantee amounts may be reduced after one year after acceptable completion of
26 improvements. Determination of the amount of guarantee after one year shall be by the Town
27 Engineer.

28 10-4-7-3 WARRANTY GUARANTEE

29 Following completion of all public improvements, a letter of credit, surety, cash deposit or other
30 acceptable security in an amount determined by the Town Engineer and in a form approved by
31 the town attorney shall be deposited with the Town to guarantee the improvements for a period
32 of 24 months from final acceptance. The warranty guarantee shall be 25%-100% of the

1 construction costs; the percentage determination shall be based on replacement costs and
2 determined by the Town Engineer. The developer may elect to submit only one guarantee to
3 the Town which satisfies the requirements of both sections 10-4-7-2 and 10-4-7-3.

4 10-4-8 INSPECTION AND ACCEPTANCE PROCESS

5 10-4-8-1 INSPECTIONS

6 Permit holders shall be required to contact the Town Engineer for inspections per the
7 Engineering Design Standards and Construction Specifications and the permit requirements.
8 The Town Engineer may temporary halt or revoke active permits if an inspection is not
9 obtained by the permit holder or if the inspection is not passed. The Town Engineer may
10 require work to be repaired, removed, replaced, or modified if it is not satisfactory and then re-
11 inspected. The Town Engineer may also assess fines, penalties, or financial compensation for
12 work that is not satisfactory or for improvements that are completed without the required
13 inspections being obtained from the Town Engineer.

14 10-4-8-2 CORRECTION OF DEFICIENCIES

15 If the Town Engineer finds any improvements not to be in compliance with this code, the
16 Engineering Design Standards and Construction Specifications, plans, specifications, or any
17 agreements, the Engineering Division will notify the permit holder who then must correct the
18 deficiencies and notify the Engineering Division when the site is ready for another inspection. If
19 the Town Engineer determines it is not feasible or preferable to the Town to correct deficiencies
20 for infrastructure that will become property of the Town, the Town Engineer may assess
21 financial compensation for the deficiencies.

22 10-4-8-3 RECORD DRAWINGS

23 The permit holder shall submit record drawings to the Town Engineer per the requirements of
24 the Engineering Design Standards and Construction Specifications.

25 10-4-8-4 ACCEPTANCE OF IMPROVEMENTS

26 The permit holder shall repair all deficiencies and complete all requirements of this code, the
27 engineering standards, and all other relevant codes and project documents prior to issuing
28 acceptance of improvements. The Town Engineer may withhold signature for certificates of
29 occupancy, withhold closeout of active permits, withhold release of financial guarantees, and
30 withhold approval of new permits until all requirements of permit are completed satisfactorily to
31 the Town Engineer.

1 10-4-8-5 WARRANTY PERIOD

2 All work in Town right-of-way, public infrastructure, and other improvements to be accepted and
3 owned by the Town shall require a two-year warranty period. During the warranty period, the
4 improvements shall be guaranteed and warranted free from defects. During the two-year
5 warranty period, any defect determined to exist with respect to such improvements shall be
6 repaired or the improvement replaced at the sole cost of the permit holder.

7 10-4-8-6 FINAL ACCEPTANCE

8 The permit holder shall request a final acceptance inspection from the Town Engineer at the
9 expiration of the warranty period. If repair or replacement of public infrastructure is required, the
10 permit holder shall complete repair or replacement within 30 calendar days. If all work is
11 completed satisfactorily, the Town Engineer shall issue a written notice of final acceptance of
12 improvements and shall release the warranty surety.

13 10-4-9 VARIANCES

14 All work shall meet the requirements of this code and the Engineering Design Standards and
15 Construction Specifications. Any deviations from the code and standards shall be submitted to
16 the Town Engineer for their review and approval through a written variance application. The
17 variance request must be prepared by a Colorado-license professional engineer and shall meet
18 the requirements of the Engineering Design Standards and Construction Specifications. The
19 Town Engineer shall review the application and issue a determination of the variance.

20 10-4-10 ENFORCEMENT

21 10-4-10-1 CONSTRUCTION TIMING LIMITATIONS

22 A. Work authorized by the Right-of-Way Permit shall be performed between the hours of 7:00
23 a.m. and 7:00 p.m., Monday through Friday (except holidays), unless the contractor
24 obtains written consent from the Town Engineer to work earlier or later than the stated
25 hours or on a weekend or holiday.

26 B. Street pavement cuts will not be allowed between November 1 and April 30, except when
27 one of the following conditions is met.

28 1. There is a public utility emergency with notification and approval by Town
29 Engineer.

30 2. Special or unforeseen circumstances arise as determined by the Town Engineer.

1 If the Town Engineer approves a pavement cut between November 1 and April 30 due to one of
2 the conditions above, a special provision memo shall be prepared and submitted for review to
3 the Town Engineer to accommodate pavement patching during winter conditions. Pavement
4 repairs completed during this period shall be considered temporary and be removed and
5 replaced as soon as conditions permit after April 30. The Town Engineer may require the
6 applicant to post an additional deposit to cover additional costs associated with the winter
7 condition street cut.

8 10-4-10-2 ENCROACHMENTS, LITTER PROHIBITED

- 9 A. No person shall place an encroachment upon any town public way or other public
10 place except as authorized by town council or town ordinance.
- 11 B. No person shall litter, track, deposit, or cause to be littered, tracked, or deposited,
12 sand, gravel, rocks, mud, dirt, or any other debris upon any public way or any portion
13 thereof.
- 14 C. No person owning or operating trucks and other vehicles shall fail to clean such
15 vehicles to eliminate their tracking or depositing, sand, gravel, rocks, mud, dirt, or any
16 other debris or material, except snow, upon any public way or any portion thereof.
- 17 D. If the director of public works finds that any person has violated the provisions of
18 subsection B or C of this section, the director of public works shall direct the person to
19 remove any sand, gravel, rocks, mud, dirt, or any other debris or material so deposited
20 within twenty-four (24) hours from the date of the notice. Notice under this subsection
21 is sufficient if hand delivered to the person or an employer of such person. No such
22 notice shall be required if the director of public works determines that an emergency
23 exists.
- 24 E. If the person so notified fails to remove debris as required by the notice prescribed by
25 subsection D of this section, or if the director of public works determines that an
26 emergency exists, the director of public works may remove the debris or cause it to be
27 removed and charge the costs thereof, plus a penalty of fifty percent (50%) of such
28 costs, to the person violating the provisions of this section. Such costs and penalty
29 shall be in addition to any fine imposed by the municipal court for the violation of this
30 section.

31 10-4-10-3 SNOW AND ICE

- 1 A. The owner, occupant, manager or agent of the owner of real property abutting or fronting
2 on a paved sidewalk shall remove and clear away any snow and ice from such sidewalk
3 within eighteen (18) hours after each snowfall. The responsibility of such owner,
4 occupant, manager or agent for compliance with this subsection shall be joint and
5 several.
- 6 B. No person shall deposit or cause to be deposited any snow and ice on or against a fire
7 hydrant.
- 8 C. No person shall plow, shovel, or otherwise deposit, or cause to be deposited, any snow
9 upon any public way or any portion thereof. It is a specific defense to a charge of
10 violating this subsection that the snow was shoveled or swept directly from a sidewalk in
11 front of a residence in a residential area, and that the snow so deposited did not impair
12 the use of the street by vehicular traffic. The provisions of this subsection do not apply to
13 persons brushing off snow which has accumulated naturally upon a motor vehicle
14 parked on or driven upon a public way.
- 15 D. If the director of public works finds that any person has violated the provisions of this
16 section, the director of public works shall notify the person to correct such violation within
17 twenty-four (24) hours from the date of the notice. Notice under this subsection is
18 sufficient if hand delivered. No such notice shall be required if the director of public
19 works determines that an emergency exists. If the person so notified fails to correct such
20 violation as required by the notice given by the director of public works or if the director
21 of public works determines that an emergency exists, the director of public works may
22 remove the accumulated snow and ice and charge the costs thereof, plus a penalty of
23 fifty percent (50%) of such costs, to the person violating the provisions of this section.
24 Such costs and penalty shall be in addition to any fine imposed by the municipal court
25 for violation of this section.

26 10-4-10-4 RIGHT TO ENFORCE OTHER STANDARDS

27 The engineering standards may not include all requirements necessary for future development.
28 Special site conditions, project types, or other conditions may warrant the use of additional
29 standards and criteria not included in these Standards. The Town reserves the right, in the
30 Town's best interest, to issue and enforce more stringent criteria when appropriate as
31 determined by the Town Engineer.

32 10-4-10-5 ENFORCEMENT AND PENALTIES

- 1 A. It shall be the duty of the Town Engineer to administer and enforce the provisions of Title
2 10.
- 3 B. Every person convicted of a violation of any provision of Title 10 shall be punished as
4 provided in section 1-4-1 of this code.
- 5 C. It is unlawful to erect, construct, reconstruct, alter, or use any structure or to use any
6 land in violation of Title 10.
- 7 D. It is an infraction, as defined in section 1-3-2 of the Code, for any person to conduct
8 construction work without an approved permit. Each person shall be liable for a
9 separate offense for each and every day which work is continued without an approved
10 permit and shall be punished accordingly.
- 11 E. The Town Engineer may suspend or revoke work authorized to be done pursuant to the
12 permit if it is determined that any terms or conditions of the permit have been violated.
- 13 F. Right-of Way Fines: The following fee schedule will be assessed to Right-of-Way (ROW)
14 Permit holders with the following violations. The Town Engineer may assess additional
15 fines depending on project specific conditions and circumstances.
- 16 1. \$300/day for any work occurring in the Right-of-Way after the completion date
17 listed on the approved permit.
- 18 2. \$300/day for inadequate traffic control.
- 19 3. \$500/day for any work occurring in the Right-of-Way between October 31st and
20 April 30th.
- 21 4. \$100/day for any violations of the approved pavement restoration.
- 22 5. \$150/day for any violations of reopening street closures and detours by 7:00 pm.
- 23 6. \$100/hour for any debris not removed from streets or sidewalks.
- 24 G. Monument Fines: If any person shall damage, destroy or remove any corner or line point
25 monument of any type without having first made satisfactory arrangement with the town
26 engineer for reconstruction of said monument, said person shall be liable for any and all
27 costs of replacement of said monument and in addition is subject to a fine of not more
28 than three hundred dollars (\$300.00) and/or imprisonment for a term not to exceed
29 ninety (90) days for each offense.

- 1 H. In addition or as an alternative to such fine and/or imprisonment, the town may seek
2 other remedies provided in law or equity including, but not limited to, injunction,
3 mandamus, or abatement.
- 4 I. The Town Engineer may stop work, halt, or revoke Town permits, withhold approval of
5 additional permits, assess fines, and other remedies in response to violations of Title 10.
- 6 J. If any person fails or refuses to pay when due any charge imposed under this section,
7 the town manager may, in addition to taking other collection remedies, certify due and
8 unpaid charges to the Summit County treasurer for collection.

9 **Section 2.** That subsection C. of section 9-1-18-1 CLASS A DEVELOPMENT
10 PERMIT PROCESS: of the Breckenridge Development Code shall be amended by adding the
11 language underlined, to read as follows:

12 **9-1-18-1 C. CLASS A DEVELOPMENT PERMIT PROCESS:**

13 Preliminary Hearing:

14 1. General: All Class A applications shall be required to be submitted to the Planning
15 Commission for review at a minimum of one preliminary hearing. In addition, the applicant may
16 be requested to:

17 a. Appear at a meeting of referral agencies if the Director determines that the impacts of
18 a proposed project are of such magnitude as to require review by the referral agencies at this
19 stage of the review process. The Town Engineer shall review all Class A applications.

20 b. Schedule an on site inspection with members of the Planning Commission and staff
21 sometime after the preliminary hearing. Color and texture samples of proposed building
22 materials of a size and quantity as requested by the Director shall be provided for this site visit
23 and building corners shall be marked.

24 **Section 3.** That subsection D. of section 9-1-18-1 CLASS A DEVELOPMENT
25 PERMIT PROCESS: of the Breckenridge Development Code shall be amended by deleting the
26 language stricken and adding the language underlined, to read as follows:

27 **9-1-18-1 D. CLASS A DEVELOPMENT PERMIT PROCESS:**

28 Final Application: 1 c. (4) A preliminary drainage and water quality mitigation plan,
29 including an estimate of anticipated flows; all structures required to mitigate the anticipated
30 impacts; and all other materials as may be required by the town engineer as listed in the
31 submittal requirements of the Engineering Regulations (5 sets).

1 **Section 4.** That subsection E. of section 9-1-18-1 CLASS A DEVELOPMENT
2 PERMIT PROCESS: of the Breckenridge Development Code shall be amended by deleting the
3 language stricken and adding the language underlined, to read as follows:

4 **9-1-18-1 E. CLASS A DEVELOPMENT PERMIT PROCESS:**

5 Final Hearing Procedure:

6 8. Other Permits: After approval and prior to construction, applicant shall be
7 responsible for obtaining all necessary permits. ~~In addition to any requirements the planning~~
8 ~~commission or town council may place upon issuance of a building permit, the applicant shall~~
9 ~~submit the following materials to the town engineer prior to the issuance of a building permit~~
10 ~~(unless found to be unnecessary by the town engineer):~~

11 ~~— a. A final drainage and water quality mitigation plan, prepared by a licensed engineer or~~
12 ~~similar professional acceptable to the town engineer, which meets the requirements of the town.~~

13 ~~— b. A detailed (final) utility plan acceptable to the town engineer.~~

14 ~~— c. A staging plan. (Ord. 19, Series 1988)~~

15 9. Town Engineer Approval: Applicant shall receive approval the Town Engineer per Title
16 10 of the Town Code prior to issuance of a building permit, beginning any construction, or
17 beginning any grading work. Permits that may be required from the Town Engineer include, but
18 are not limited to, an infrastructure permit, a floodplain development permit, and right-of-way
19 permit.

20 **Section 5.** That subsection C. of section 9-1-18-2 CLASS B DEVELOPMENT
21 PERMIT PROCESS: of the Breckenridge Development Code shall be amended by deleting the
22 language stricken and adding the language underlined, to read as follows:

23 **9-1-18-2 C. CLASS B DEVELOPMENT PERMIT PROCESS:**

24 Preliminary Hearing:

25 1. Requirements: All Class B applications shall be required to be submitted to the Planning
26 Commission for review at a minimum of one preliminary hearing prior to the submission of a
27 formal application and the commencement of the final review process. In addition, the applicant
28 may be requested:

29 a. To appear at a meeting of referral agencies if the Director determines that the impacts
30 of a proposed project are of such magnitude as to require review by referral agencies at this
31 stage of the review process. The Town Engineer shall review all Class B Applications.

1 **Section 6.** That subsection D. of section 9-1-18-2 CLASS B DEVELOPMENT
2 PERMIT PROCESS: of the Breckenridge Development Code shall be amended by deleting the
3 language stricken and adding the language underlined, to read as follows:

4 **9-1-18-2 D. CLASS B DEVELOPMENT PERMIT PROCESS:**

5 Final Application: 1. D.

6 (7) A preliminary drainage and water quality mitigation plan, including an estimate of
7 anticipated flows; all structures required to mitigate the anticipated impacts; and all other
8 materials as may be required by the town engineer (5 sets). See the Engineering Regulations
9 for additional engineering submittals.

10 **Section 7.** That subsection E. of section 9-1-18-2 CLASS B DEVELOPMENT
11 PERMIT PROCESS: of the Breckenridge Development Code shall be amended by deleting the
12 language stricken and adding the language underlined, to read as follows:

13 **9-1-18-2 E. CLASS B DEVELOPMENT PERMIT PROCESS:**

14 Final Hearing Procedure:

15 8. Other Permits: After approval and prior to construction, applicant shall be responsible for
16 obtaining all necessary permits. ~~In addition to any requirements the planning commission or~~
17 ~~town council may place upon issuance of a building permit, the applicant shall submit the~~
18 ~~following materials to the town engineer prior to the issuance of a building permit (unless found~~
19 ~~to be unnecessary by the town engineer):~~

20 ~~— a. A final drainage and water quality mitigation plan, prepared by a licensed engineer or~~
21 ~~similar professional acceptable to the town engineer.~~

22 ~~— b. A detailed (final) utility plan acceptable to the town engineer.~~

23 ~~— c. A staging plan.~~

24 9. Town Engineer Approval: Applicant shall receive approval from the Town Engineer
25 per Title 10 of the Town Code prior to issuance of a building permit, beginning any construction,
26 or beginning any grading work. Permits that may be required from the Town Engineer include
27 an infrastructure permit, a floodplain development permit, and right-of-way permit.

28 **Section 8.** That subsection C of section 9-1-18-3: CLASS C DEVELOPMENT
29 PERMIT PROCESS: of the Breckenridge Development Code shall be amended by deleting the
30 language stricken and adding the language underlined, to read as follows:

31 **9-1-18-3 C.: CLASS C DEVELOPMENT PERMIT PROCESS:**

1 Procedure: Once the application and accompanying material have been submitted, the
2 director shall within five (5) days determine if the public interest would better be served by
3 requiring conformance with the class B development process rather than class C. If the director
4 determines that the application should be processed as a class B, the applicant shall then meet
5 the requirements of the class B process. If not, the director shall process the application as
6 follows:

7 1. Within twenty two (22) days of receipt of the complete submittal, the director shall review
8 the proposal and grant or deny it using the standards set forth in subsection C2 of this section,
9 with or without conditions. The director shall also refer application to Town Engineer for review.

10 2. In making the decision on the proposal the director shall:

11 a. Approve the development proposal if the point analysis indicates that the proposed
12 development implements or has no effect on all relevant absolute policies and is allocated zero
13 or net positive number of points for the relative policies; or

14 b. Deny the development proposal if the point analysis indicates that the proposed
15 development does not implement all relevant absolute policies (subject to variance), or if it is
16 allocated a net negative number of points for the relative policies.

17 3. The director shall forward his or her decision to the planning commission at its next
18 regularly scheduled meeting. At that meeting the planning commission may, by an affirmative
19 vote of the members present, call up any decision of the director for its own review. If called up,
20 the planning commission shall review the application at the same meeting at which it was called
21 up, unless the applicant consents to another hearing date. In lieu of calling up a director's
22 decision the planning commission may, with the consent of the applicant, modify or eliminate
23 any condition of approval imposed on the application by the director or add any condition of
24 approval.

25 4. The director shall then forward the decision to the town council at its next regularly
26 scheduled meeting following the decision having been presented to the Planning Commission if
27 the Director's decision was not called up by the Planning Commission, or the Planning
28 Commission's decision on the application if the Director's decision was called up, whichever is
29 applicable. At that meeting, the Town Council may, by an affirmative vote of the members
30 present, call up any decision for its own review. In lieu of calling up the Director's decision or the
31 Planning Commission's decision the Council may, with the consent of the applicant, modify or
32 eliminate any condition of approval imposed on the application by the Planning Commission or
33 add any condition of approval.

1 a. If called up, the Town Council shall review the application at its next regularly
2 scheduled meeting, unless the applicant consents to another hearing date. The Town Council
3 after review shall grant or deny the application using the standards set forth in subsection C2 of
4 this section, with or without conditions.

5 b. If the decision forwarded to the Town Council is not called up or modified, it shall stand
6 as presented.

7 5. Once the decision has been finalized, the Director shall transmit the final decision to the
8 applicant; and, if the application is approved, shall issue a development permit, with or without
9 conditions.

10 6. Other Permits: After approval and prior to construction, applicant shall be
11 responsible for obtaining all necessary permits.

12 7. Town Engineer Approval: Applicant shall receive approval from the Town Engineer
13 per Title 10 of the Town Code prior to issuance of a building permit, beginning any construction,
14 or beginning any grading work. Permits that may be required from the Town Engineer include
15 an infrastructure permit, a floodplain development permit, and right-of-way permit.

16 **Section 9.** That section 9-1-18-4: CLASS D MINOR DEVELOPMENT PERMIT
17 PROCESS: of the Breckenridge Development Code shall be amended by adding the language
18 underlined, to read as follows:

19 **9-1-18-4: CLASS D MINOR DEVELOPMENT PERMIT PROCESS:**

20 A. Application Requirements: The applicant shall file an application, a fee in the amount
21 required by chapter 10 of this title, a short description of the proposal, any materials needed to
22 adequately describe the proposal, including, but not limited to, material samples, paint chip
23 samples for each color proposed, with location keyed to an elevation drawing, three (3) copies
24 of any maps, drawings, or floor plans, or elevations deemed necessary by staff.

25 B. Procedure:

26 1. Once a completed application and all accompanying material have been submitted, the
27 Director shall review the proposal and approve it with or without conditions, or deny it. The
28 director may refer the application to the Town Engineer for review. In addition, the Director shall
29 have the right to reclassify any Class D minor application as a Class D major or a Class C and
30 process it accordingly.

31 2. The Director shall then indicate the decision on the application and return it to the
32 applicant.

33 3. All decisions shall be forwarded to the Planning Commission for its information only.

1 4. If the applicant agrees with the decision of the Director, he shall so indicate by signing
2 the appropriate signature block on the application form; and if the decision was for approval, the
3 application form shall become the development permit, and the applicant may proceed with his
4 project after obtaining any other necessary permits.

5 C. Appeal:

6 1. A decision of the Director concerning a Class D minor application may be appealed by
7 the applicant to the Planning Commission within five (5) days after the Director has rendered his
8 decision by filing written notice with the Department of Community Development. If no appeal is
9 filed within the five (5) day period, the decision of the Director shall be final.

10 2. If an appeal is filed, the application shall automatically become a Class C development
11 permit application and shall be reviewed by the Planning Commission and Town Council under
12 the provisions of section 9-1-18-3 of this chapter.

13 3. Appeals shall be in writing on forms provided by the Town. In addition, the applicant
14 shall be responsible for paying any additional fees required for the review of a Class C item,
15 over and above those fees already paid for review of a Class D minor application.

16 D. Town Engineer Approval

17 1. Applicant shall receive approval from the Town Engineer per Title 10 of the Town Code
18 prior to issuance of a building permit, beginning any construction, or beginning any grading
19 work. Permits that may be required from the Town Engineer include an infrastructure permit, a
20 floodplain development permit, and right-of-way permit.

21 **Section 10.** That section 9-1-18-4-1: CLASS D MAJOR DEVELOPMENT PERMIT
22 PROCESS: of the Breckenridge Development Code shall be amended by adding the language
23 underlined, to read as follows:

24 **9-1-18-4-1: CLASS D MAJOR DEVELOPMENT PERMIT PROCESS:**

25 A. Preapplication Conference: A preapplication conference with a member of the Community
26 Development staff shall be held prior to the submittal of an application.

27 B. Application Requirements: The applicant shall file an application, a short description of the
28 proposal and three (3) copies of any maps, drawings or materials needed to adequately
29 describe the proposal. All drawings and maps shall be to scale. The application shall be
30 accompanied by a fee in the amount required by chapter 10 of this title. The director may
31 require the following materials to be submitted as a part of a complete application:

- 32 1. Site plan;
- 33 2. Landscaping and defensible space plan;

- 1 3. All elevations of the proposed building or modification;
- 2 4. Floor plans;
- 3 5. Preliminary drainage and utility plans;
- 4 6. A sample paint chip of each color to be used, keyed to the proposed location of the color
- 5 on the building as shown on the elevation drawing; and
- 6 7. Electronic copy of plans.

7 C. Procedure: Once the application and accompanying material have been submitted, the
8 director shall within five (5) days determine if the public interest would better be served by
9 requiring conformance with the class D minor or the class C development process rather than
10 class D major. If the director determines that the application should be processed as either a
11 class D minor or a class C, the applicant shall then meet the requirements of the applicable
12 development permit process. If not, the director shall process the application as follows:

13 1. Within twenty two (22) days of receipt of the complete submittal, the director shall review
14 the proposal and grant or deny it as he deems appropriate, with or without conditions. The
15 director may refer the application to the Town Engineer for review.

16 2. All decisions shall be forwarded to the planning commission for its information only.

17 3. Once the decision has been finalized, the director shall transmit the final decision to the
18 applicant; and, if the application is approved, shall issue a development permit, with or without
19 conditions.

20 D. Appeal:

21 1. A decision of the director concerning a class D major application may be appealed by
22 the applicant to the planning commission within five (5) days after the director has rendered his
23 decision by filing written notice with the department of community development. If no appeal is
24 filed within the five (5) day period, the decision of the director shall be final.

25 2. Appeals shall be in writing on forms provided by the town. In addition, the applicant shall
26 be responsible for paying any additional fees required for the review of a class C item, over and
27 above those fees already paid for review of a class D major application.

28 3. If an appeal is filed, the application shall automatically become a class C development
29 permit application and shall be reviewed by the planning commission and town council under
30 the provisions of section 9-1-18-3 of this chapter.

31 E. Town Engineer Approval

1 1. Applicant shall receive approval from the Town Engineer per Title 10 of the Town Code
2 prior to issuance of a building permit, beginning any construction, or beginning any grading
3 work. Permits that may be required from the Town Engineer include an infrastructure permit, a
4 floodplain development permit, and right-of-way permit.

5 **Section 11.** That section 9-1-19-9A: POLICY 9 (ABSOLUTE) PLACEMENT OF
6 STRUCTURES: of the Breckenridge Development Code shall be amended by deleting the
7 language stricken and adding the language underlined, to read as follows:

8 **9-1-19-9A: POLICY 9 (ABSOLUTE) PLACEMENT OF STRUCTURES:**

9 A. Clear Vision Area: No structure or foliage shall extend into a clear vision area between the
10 height of three feet (3') and eight feet (8') measured from the top of the curb, or where no curb
11 exists, from the established street centerline grade. The clear vision areas shall be as follows:

12 (1) Intersection of driveways and public rights-of-way: A triangle having two (2) sides ten
13 feet (10') long, running along the driveway and public right-of-way said length beginning at their
14 intersection, and the third side formed by a line connecting the two (2) ends.

15 (2) Intersection of two (2) public rights-of-way: ~~A triangle having two (2) sides thirty feet~~
16 ~~(30') long and running along the outer edge of the travel lane of each public right-of-way said~~
17 ~~length beginning at their intersection and the third side formed by a line connecting the two (2)~~
18 ~~sides.~~

19 ~~The requirements of this section may be modified by the Town Engineer, with Planning~~
20 ~~Commission concurrence, upon a finding, based on accepted engineering standards, that the~~
21 ~~modification to these requirements shall not create a safety hazard. Sight distance shall meet~~
22 ~~requirements of the Breckenridge Engineering Regulations.~~

23 **Section 12.** That section 9-1-19-16A: POLICY 16 (ABSOLUTE) INTERNAL
24 CIRCULATION: of the Breckenridge Development Code shall be amended by deleting the
25 language stricken and adding the language underlined, to read as follows:

26 **9-1-19-16A: POLICY 16 (ABSOLUTE) INTERNAL CIRCULATION:**

27 A. Emergency Access: All developments shall provide adequate access for emergency
28 vehicles and for those persons attempting to render emergency services.

29 B. Standards: All roadways located totally or partially within a development shall be
30 constructed or upgraded according to the provisions of the ~~Breckenridge street development~~
31 ~~standards~~ Engineering Regulations and the ~~Breckenridge transportation plan.~~

32 C. Drive-Through Window Operations:

1 (1) No drive-through window operations of any kind shall be allowed within Districts 11, 17,
2 18, 182, and 19 of the Town, as specified in the Town's land use guideline district map.

3 (2) Outside of Districts 11, 17, 18, 182, and 19 of the Town, as specified in the Town's land
4 use guideline district map, drive-through window operations which create the need for additional
5 curb cuts onto any public street over and above those required to serve the project without the
6 drive-through operation will not be allowed.

7 **Section 13.** That section 9-1-19-17A: POLICY 17 (ABSOLUTE) EXTERNAL
8 CIRCULATION: of the Breckenridge Development Code shall be amended by deleting the
9 language stricken and adding the language underlined, to read as follows:

10 **9-1-19-17A: POLICY 17 (ABSOLUTE) EXTERNAL CIRCULATION:**

11 A. Vehicular Circulation: The type and arrangement of all roadways shall be in compliance
12 with the Breckenridge ~~street development standards and the Breckenridge transportation~~
13 ~~plan~~ Engineering Regulations.

14 B. Ingress And Egress: Points of intersection between internal and external circulation
15 systems shall be in compliance with the Breckenridge ~~street development standards~~ Engineering
16 Regulations, and shall be arranged so that both systems function in a safe and efficient manner.
17 (Access onto the State highway is controlled by the State, and any proposal onto the State
18 highway shall be accompanied by correspondence or a permit from the State concerning the
19 proposed access.)

20 C. Trip Generation: Developments which will generate a volume of vehicular trips which
21 exceed or disproportionately consume the capacity of the external circulation system may have
22 conditions imposed which address the need to provide sufficient traffic carrying capacity to meet
23 this excess demand per the Engineering Regulations. This may include a requirement to either
24 provide the necessary improvements at time of development or at some later date, including
25 participating in Improvement Districts, if applicable.

26 D. Pedestrian Circulation: Development and installation of pedestrian systems which
27 integrate with existing and future Town pedestrian systems and with the systems of adjacent
28 developments is required. This will include the provision of sidewalks, where required, and the
29 provision of pedestrian walkways pursuant to the Town trails plan, Town sidewalk master plan,
30 and the Engineering Regulations.

31 **Section 14.** That section 9-1-19-18A: POLICY 18 (ABSOLUTE) PARKING: of the
32 Breckenridge Development Code shall be amended by deleting the language stricken and
33 adding the language underlined, to read as follows:

1 **9-1-19-18A: POLICY 18 (ABSOLUTE) PARKING:**

2 On and Off Street Parking: All developments within the Town shall comply with chapter 3, "Off
3 Street Parking Regulations", of this title. On Street Parking shall comply with the Engineering
4 Regulations.

5 **Section 15.** That section 9-1-19-26A: POLICY 26 (ABSOLUTE) INFRASTRUCTURE:
6 of the Breckenridge Development Code shall be amended by deleting the language stricken and
7 adding the language underlined, to read as follows:

8 **9-1-19-26A: POLICY 26 (ABSOLUTE) INFRASTRUCTURE:**

9 A. Streets And Roadways: All developments shall be served by adequately sized and
10 constructed public roadways in compliance with the Engineering Regulations.

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

17 (2) Private Streets And Roadways: Private streets, roadways and driveways which
18 intersect or connect with public streets and roadways shall comply with the provisions of the
19 ~~street development standards of the Town~~Engineering Regulations.

20 (3) Right-Of-Way Rehabilitation: Whenever disturbed, rights-of-way along public streets
21 shall be rehabilitated and landscaped according to the provisions of the Town and the
22 Engineering Regulations.

23 B. Water: All developments must connect to the Municipal water system or to another central
24 water system which is approved by the Town. The system utilized must have ready reserves in
25 order to meet the consumptive uses of treated water and the fire flow requirements of the
26 development without reducing the level of service to existing customers.

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

29 (1) Central System: All developments shall be served by a centralized sewer system under
30 an effective national pollution discharge elimination system. Septic tanks, sanitary leach fields or
31 filter fields, sewage lagoons, or other forms of noncentralized sewage disposal are prohibited in
32 all cases, except where a centralized system cannot be provided. The Town shall solely

1 determine this issue, with input from the Upper Blue Sanitation District and Summit County
2 Environmental Health Department.

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

5 **Section 16.** That section 9-1-19-27A: POLICY 27 (ABSOLUTE) DRAINAGE: of the
6 Breckenridge Development Code shall be amended by deleting the language stricken and
7 adding the language underlined, to read as follows:

8 **9-1-19-27A: POLICY 27 (ABSOLUTE) DRAINAGE:**

9 A. Drainage Improvements: It shall be the responsibility of the applicant to provide drainage
10 improvements as required by the ~~Town of Breckenridge Municipal drainage~~
11 ~~standards~~Engineering Regulations, including downstream improvements necessary to
12 adequately serve the project. The applicant shall provide engineered data, sufficient to indicate
13 that the drainage from the proposed development will not adversely affect any downstream
14 properties or the community as a whole.

15 B. Permits: Acquisition of any and all permits required by State and Federal authorities for
16 work to be done within and/or adjacent to an established waterway or drainage system is the
17 sole responsibility of the applicant. A copy of these permits shall be attached to the application
18 for building or construction permit, or shall be submitted prior to the start of work when a
19 building permit will not be issued.

20 **Section 17.** That section 9-1-19-27R: POLICY 27 (RELATIVE) DRAINAGE: of the
21 Breckenridge Development Code shall be amended by adding the language underlined, to read
22 as follows:

23 **9-1-19-27R: POLICY 27 (RELATIVE) DRAINAGE:**

24

- 3 x (0/+2) Municipal Drainage System: All developments are encouraged to provide drainage systems that exceed the minimum requirement of the Town and, if they so choose, to provide drainage improvements that are of general benefit to the community as a whole and not solely required for the proposed development.
- 1 x (-1/+1) Stormwater Detention Ponds: Where stormwater detention ponds are included in developments, it shall be the goal to have aesthetically attractive detention ponds. The use of vegetation, including xeriscaping and native grass-lined ponds and swales is encouraged, provided they do not interfere with detention and

maintenance functions. Detention ponds which include minimal vegetation and large amounts of rocks, boulders, and unvegetated surfaces are discouraged.

1 **Section 18.** That section 9-1-19-29A: POLICY 29 (ABSOLUTE) CONSTRUCTION
2 ACTIVITIES: of the Breckenridge Development Code shall be amended by deleting the
3 language stricken and adding the language underlined, to read as follows:

4 **9-1-19-29A: POLICY 29 (ABSOLUTE) CONSTRUCTION ACTIVITIES:**

5 It is the policy of the Town to regulate construction activities and their disruption of rights-of-way,
6 private property and property survey monuments among other items, and thus require the
7 following:

8 A. ~~Excavation And Encroachment~~Right-of-Way Permit: If construction activities to be
9 performed on an applicant's private property shall in any way encroach upon a public right- of-
10 way, including staging of vehicles and materials, or subject said right-of-way to any subsequent
11 damage, or if an applicant proposes to construct in, on, or beneath any public right-of-way the
12 applicant shall obtain an ~~"excavation and encroachment~~right-of-way permit" prior to beginning
13 the work. Permit application and an accompanying engineered sketch plan shall be submitted to
14 the Town Engineer for approval of any excavation in the public right-of-way including the
15 installation of water, sewer, electrical, natural gas, telephone, and cable television mains or
16 service laterals.

17 B. Disruptions: Whenever it becomes necessary to physically disrupt the surface or
18 subsurface of any public street, or through the course of construction the surface of the road is
19 significantly deteriorated, the roadway shall be restored to its original condition or an improved
20 condition by the developer in accordance with the provisions of the ~~street development~~
21 ~~standards of the Town~~Breckenridge Engineering Regulations and the specific requirements of
22 the Town ~~excavation and encroachment~~right-of-way permit issued for the project.

23 C. Surface Rehabilitation: All surface disruptions associated with the installation of utilities
24 shall be returned to the natural or naturally appearing grade, shall be properly treated for the
25 surface discharge of water, and shall be revegetated with grasses or other suitable ground
26 cover at a minimum. Paved and other similar surfaces shall be returned to their prior condition.

27 D. As Built Construction Drawings: As built construction drawings of all utility installations
28 which are located in Municipally owned areas or in areas to be dedicated to the Town shall be
29 submitted to the Town in both .pdf and .dwg formats prior to issuance of a certificate of
30 occupancy by the Town.

1 E. Property Survey Monuments: Prior to submitting an application for final review, the
2 applicant shall submit a certificate signed by a registered land surveyor attesting that the subject
3 property corners have been established and monumented in the field. These property corners
4 shall be shown on the final site plan map and the structure or structures shall be referenced
5 from at least one of these corners. Said reference corner shall be established as the vertical
6 control bench mark for the entire project. All property corners shall be in place prior to issuance
7 of a certificate of occupancy.

8 F. Public Right-Of-Way Survey Monuments: Prior to submitting an application for a building
9 permit, the applicant shall verify with the Town Engineer that any primary or secondary
10 monuments (e.g., right-of-way monuments, permanent subdivision corners, etc.) which exist in
11 the construction vicinity, and which may be disturbed during any phase of the construction
12 process, have been located in the field and have been cross referenced by a registered land
13 surveyor. The applicant shall submit a certificate signed by a registered land surveyor that the
14 monuments have been located in the field and stating the cross reference data being used by
15 the surveyor. If in fact a monument has been disturbed, the replacement of the disturbed
16 monument shall be at the expense of the developer.

17 G. Periodic Compliance Review: The Department of Community Development or any other
18 Town department may elect to require site compliance inspections during the course of Building
19 Department inspections. These inspections may be required prior to the finalization of a
20 particular construction phase and shall be incorporated into the Building Department inspection
21 process.

22 H. Construction: Storage of all construction material and parking of employee vehicles shall
23 be within the legal boundaries of the project or an approved alternate site. None of the
24 aforementioned shall be placed on public right-of-way without ~~the express written permission of~~
25 ~~the Town~~ an approved right-of-way permit, or block access to the project, particularly access by
26 emergency vehicles. A plan shall be submitted, indicating compliance with this requirement prior
27 to issuance of a building permit.

28 I. Temporary Construction Trailers: Temporary construction trailers may be utilized for
29 storage or office uses during the construction of a permanent project within the Town. The
30 construction trailer's location, size and general design shall be disclosed to the Town as a
31 component of the construction staging plan as required by this section. Construction trailers
32 shall not be placed on site prior to the issuance of a building permit and shall be removed upon
33 issuance of a certificate of occupancy.

1 **Section 19.** That section 9-1-19-31A: POLICY 31 (ABSOLUTE) WATER QUALITY: of
2 the Breckenridge Development Code shall be amended by deleting the language stricken and
3 adding the language underlined, to read as follows:

4 **9-1-19-31A: POLICY 31 (ABSOLUTE) WATER QUALITY:**

5 All drainage systems, grading, or earth disturbances shall be so designed and maintained as
6 not to increase turbidity, sediment yield, or the discharge of any other harmful substances which
7 will degrade the quality of water. All developments shall comply with the requirements of the
8 Breckenridge ~~water quality and sediment transport control ordinance~~Engineering Regulations.

9 The Town may require ongoing water quality monitoring as a condition of development
10 approval.

11 **Section 20.** That section 9-1-19-31R: POLICY 31 (RELATIVE) WATER QUALITY: of
12 the Breckenridge Development Code shall be amended by deleting the language stricken and
13 adding the language underlined, to read as follows:

14 9-1-19-31R: POLICY 31 (RELATIVE) WATER QUALITY:

15

3 x Water Criteria: The provision of measures over and above those required by the
(0/+2) Breckenridge ~~water quality and sediment transport control ordinance~~Engineering
Regulations are encouraged. Measures which are effective over the long term are
preferred.

16 **Section 21.** That section 9-1-19-39A: POLICY 39 (ABSOLUTE) MASTER PLAN: of
17 the Breckenridge Development Code shall be amended by deleting the language stricken and
18 adding the language underlined, to read as follows:

19 **9-1-19-39A: POLICY 39 (ABSOLUTE) MASTER PLAN:**

20 F. Approval Of Master Plan: Approval of an application for a master plan shall be by
21 development permit as otherwise provided in this chapter. Such approval may be made subject
22 to conditions as otherwise provided in this chapter. At the time of initial approval, each master
23 plan proposal shall: 1) comply with all absolute policies set forth in this section, 2) obtain a score
24 of zero or more with respect to all relative policies set forth in this section, and 3) comply with all
25 other applicable development policies of the town as of the date of such approval. The Town
26 Engineer shall review master plans applications, but a Approval of a master plan shall not be
27 construed to be evidence of the town's determination of the engineering feasibility of the
28 proposed development.

1 **Section 22.** That section 9-1-21: CORRELATIVE DOCUMENTS: of the Breckenridge
2 Development Code shall be amended by deleting the language stricken and adding the
3 language underlined, to read as follows:

4 **9-1-21: CORRELATIVE DOCUMENTS:**

5 Town of Breckenridge land use guidelines.

6 Town of Breckenridge design standards 1.

7 Town of Breckenridge Engineering Design Standards and Construction Specifications.

8 ~~Town of Breckenridge water quality and sediment transport control standards 2.~~

9 ~~Town of Breckenridge street standards 3.~~

10 Breckenridge 2009 transit operations plan.

11 Town of Breckenridge off street parking regulations ~~4-2~~.

12 Town of Breckenridge landscaping guide (revised May 2012).

13 American standard for nursery stock.

14 Town of Breckenridge goals and objectives report.

15 Town of Breckenridge Capital Improvements Program.

16 ~~Town of Breckenridge storm drainage standards 5 .~~

17 Wildfire hazards: guidelines for their prevention in subdivision and developments.

18 Town of Breckenridge flood damage prevention ordinance ~~6 3~~.

19 Breckenridge subdivision ordinance ~~7 4~~.

20 Blue River walkway improvements plan.

21 Town of Breckenridge trails plan (revised August 2008).

22 Upper Blue Nordic master plan (revised 2011).

23 Cucumber Gulch recreation master plan.

24 The Arts District of Breckenridge master plan.

25 The Breckenridge Public Art Program master plan plus policy 2016.

26

27 1. See chapter 5 of this title.

28 2. See chapter 3 of this title.

29 3. See title 10, chapter 3 of this Code.

30 4. See chapter 2 of this title.

1 **Section 23.** That section 9-2-1-2: PURPOSE: of the Breckenridge Development Code
2 shall be amended by deleting the language stricken and adding the language underlined, to
3 read as follows:

4 **9-2-1-2: PURPOSE:**

5 The purpose of this chapter is to promote and protect the community's public health, safety, and
6 welfare by providing the Town with an efficient and orderly mechanism for:

7 A. Regulating the subdivision, platting, and replatting of land and structures within the Town;

8 B. Reviewing, approving and recording plats associated with the subdivision of land or
9 structures;

10 C. Providing assurances for the completion and maintenance of subdivision improvements;

11 D. Assuring that all public improvements are completed or guaranteed to be complete prior
12 to the sale of any lots or parcels;

13 E. Approving and accepting fees in lieu of dedications of land for public purposes where
14 provided for by this chapter;

15 F. Reviewing, approving, and accepting the location and dedication of land for public uses;

16 G. Assuring that all subdivisions, plats, and dedications of land are in conformance with the
17 Breckenridge comprehensive plan land use guidelines, handbook of design standards, urban
18 design plan, ~~street standards, storm drainage standards, flood damage prevention regulations,~~
19 ~~water quality and sediment transport control standards~~Engineering Regulations, and
20 Breckenridge development code;

21 H. Ensuring that the community has the ability to provide adequate public services to the
22 property including access, utilities, police and fire protection;

23 I. Ensuring that proper public access is provided to all subdivisions; and thereby securing for
24 the present and future residents of the town the beneficial effects of the subdivision of land and
25 structures, while protecting the community against actions that would deteriorate the quality of
26 the natural and manmade environment.

27 **Section 24.** That subsection C. of section 9-2-3-1: CLASS A SUBDIVISION
28 APPLICATION: of the Breckenridge Development Code shall be amended by adding the
29 language underlined, to read as follows:

30 **9-2-3-1 C: CLASS A SUBDIVISION APPLICATION:**

31 Preliminary Hearings:

1 1. General: All class A subdivision applications shall be required to be submitted to the
2 planning commission for review at a minimum of one preliminary hearing prior to the submission
3 of a formal application and the commencement of the final review process. In addition, the
4 subdivider may be requested to:

5 a. Appear at a meeting of referral agencies if the director determines that the impacts of
6 a proposed subdivision are of such magnitude as to require review by referral agencies at this
7 stage of the review process. The Town Engineer shall review all Class A subdivision
8 applications.

9 **Section 25.** That a new subsection i. is added to section 9-2-3-1: CLASS A
10 SUBDIVISION APPLICATION: of the Breckenridge Development Code by adding the language
11 underlined, to read as follows:

12 **9-2-3-1 D (3): CLASS A SUBDIVISION APPLICATION:**

13 i. Town Engineer Approval: Applicant shall receive approval from the Town Engineer per
14 Section 10-4-2 of the Town Code prior to issuance of a building permit, beginning any
15 construction, or beginning any grading work. Permits that may be required from the Town
16 Engineer include an infrastructure permit, a floodplain development permit, and right-of-way
17 permit.

18 **Section 26.** That subsection C. of section 9-2-3-2: CLASS B SUBDIVISION
19 APPLICATION: of the Breckenridge Development Code shall be amended by adding the
20 language underlined, to read as follows:

21 **9-2-3-2 C.: CLASS B SUBDIVISION APPLICATION:**

22 C. Preliminary Hearings:

23 1. General: All class B subdivision applications shall be required to be submitted to the
24 planning commission for review at a minimum of one preliminary hearing prior to the submission
25 of a formal application and the commencement of the final review process. In addition, the
26 subdivider may be requested to:

27 a. Appear at a meeting of referral agencies if the director determines that the impacts of
28 a proposed subdivision are of such magnitude as to require review by referral agencies at this
29 stage of the review process. The Town Engineer shall review all Class B Subdivision
30 applications.

31 **Section 27.** That section 9-2-3-2: CLASS B SUBDIVISION APPLICATION: of the
32 Breckenridge Development Code shall be amended by adding the language underlined, to read
33 as follows:

1 **9-2-3-2: CLASS B SUBDIVISION APPLICATION:**

2 i. Town Engineer Approval: Applicant shall receive approval from the Town Engineer per
3 Section 10-4-2 of the Town Code prior to beginning any construction, or beginning any grading
4 work. Permits that may be required from the Town Engineer include an infrastructure permit, a
5 floodplain development permit, and right-of-way permit.

6 **Section 28.** That section 9-2-3-3: CLASS C SUBDIVISION APPLICATION: of the
7 Breckenridge Development Code shall be amended by adding the language underlined, to read
8 as follows:

9 **9-2-3-3: CLASS C SUBDIVISION APPLICATION:**

10 B. Administrative Review: The processing of a class C subdivision application shall be an
11 administrative review conducted by the director. No public hearing shall be required. The Town
12 Engineer shall review all Class C subdivision applications.

13 **Section 29.** That section 9-2-3-3: CLASS C SUBDIVISION APPLICATION: of the
14 Breckenridge Development Code shall be amended by adding the language underlined, to read
15 as follows:

16 **9-2-3-3: CLASS C SUBDIVISION APPLICATION:**

17 F. Town Engineer Approval:

18 1. Applicant shall receive approval from the Town Engineer per Title 10 of the Town Code
19 prior to beginning any construction, or beginning any grading work. Permits that may be
20 required from the Town Engineer include an infrastructure permit, a floodplain development
21 permit, and right-of-way permit.

22 **Section 30.** That section 9-2-4-1: GENERAL REQUIREMENTS: of the Breckenridge
23 Development Code shall be amended by deleting the language stricken and adding the
24 language underlined, to read as follows:

25 **9-2-4-1: GENERAL REQUIREMENTS:**

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

- 28 1. All applicable state or federal laws.
- 29 2. The Breckenridge comprehensive plan, land use guidelines, handbook of design
30 standards, urban design plan, ~~street standards, storm drainage standards, flood damage~~
31 ~~prevention regulations, water quality and sediment transport control standards~~ Engineering

1 Regulations, development code, building code, and all applicable town laws, codes, regulations,
2 and development related policies.

3 3. The rules of the Colorado Department of Transportation if the subdivision or any lot
4 contained therein abuts a state highway or if the subdivision modifies an access to a state
5 highway.

6 **Section 31.** That section 9-2-4-2: DESIGN COMPATIBLE WITH NATURAL
7 FEATURES: of the Breckenridge Development Code shall be amended by deleting the
8 language stricken and adding the language underlined, to read as follows:

9 **9-2-4-2: DESIGN COMPATIBLE WITH NATURAL FEATURES:**

10 A. The design of every subdivision shall be compatible with the existing topography,
11 drainage patterns, and other natural features on the site.

12 B. The design of the subdivision should, wherever possible, lower all maintenance costs both
13 public and private through a self- maintainable ecological system, to conserve materials,
14 construction labor, construction equipment, land and environmental values; to balance
15 construction costs, amortization costs, operating costs, maintenance costs and replacement
16 costs, thereby minimizing total average annual costs.

17 C. The design of every subdivision shall make adequate provision for the use and
18 maintenance of open space.

19 D. Every subdivision shall strive to conserve existing features which add value or are of
20 benefit to the development or the town as a whole, such as trees, watercourses, ridgelines and
21 hillsides visible from an area of concern, historic sites, and similar irreplaceable assets.

22 1. No trees shall be removed from any subdivision nor any change of grade of the land
23 affected until approval of the plan has been granted, ~~and~~ the plat filed, and the Town Engineer
24 has issued engineering permits per Title 10 of the Town Code, except in those instances where
25 approval to remove trees has been granted pursuant to the requirements of the town's
26 development code prior to filing of the plat. All trees on the plan required to be retained shall be
27 preserved and all trees where required shall be welled and protected against change of grade.
28 All disturbed areas shall be revegetated with native ground cover.

29 **Section 32.** That section 9-2-4-3: DRAINAGE, STORM SEWERS AND FLOOD
30 PREVENTION: of the Breckenridge Development Code shall be amended by deleting the
31 language stricken and adding the language underlined, to read as follows:

32 **9-2-4-3: DRAINAGE, STORM SEWERS AND FLOOD PREVENTION:**

33 A. General Requirements:

1 1. Drainage, Storm Sewers, and Flood Prevention shall meet all requirements of the
2 Engineering Regulations.

3 42. Runoff: The Town shall not approve any subdivision which does not make adequate
4 provision for storm or flood water runoff control. The stormwater management system shall be
5 separate and independent of any sanitary sewer system and shall, wherever possible, utilize
6 techniques designed to recharge groundwater, minimize downstream flooding, and enhance the
7 water quality of the community.

8 23. Drainage: Lots shall be laid out so as to provide positive drainage away from all
9 possible building sites, individual lot drainage shall be coordinated with the general storm
10 drainage pattern for the area. Drainage shall be designed so as to avoid concentrations of storm
11 drainage waters onto adjacent lots. All drainage courses shall be protected by covenants and
12 deed restrictions preventing alteration, building upon, or obstructing of the drainageways.

13 34. Storm Sewers: Storm sewers, where required, shall be designed in accordance with
14 the Breckenridge ~~storm drainage standards~~ Engineering Regulations. A copy of design
15 computations shall be submitted to the Town along with all plans.

16 B. Nature Of Stormwater Facilities:

17 1. Location: The applicant may be required by the Planning Commission to carry away by
18 pipe or open ditch any spring or surface water that may have existed previous to or may result
19 from the subdivision. Such drainage facilities shall be located in the road right-of-way where
20 feasible, or in perpetual unobstructed easements of appropriate width, and shall be constructed
21 in accordance with Breckenridge ~~storm drainage standards~~ Engineering Regulations.

22 2. Accessibility To Public Storm Sewers: If a connection to a public storm sewer will
23 eventually be provided, as determined by the town engineer, the developer shall make
24 arrangements for future stormwater disposal at the time the plan receives approval. Provision
25 for such connection shall be incorporated in the performance bond required for the subdivision
26 plan.

27 3. Accommodation Of Upstream Drainage Areas: A culvert or other drainage facility shall
28 be large enough to accommodate potential runoff from its entire upstream drainage area
29 whether inside or outside the subdivision. The ~~town engineer~~ applicant shall determine the
30 necessary size of the facility based on applicable construction standards and specifications
31 assuming conditions of maximum potential watershed development permitted by town or county
32 regulations.

1 4. Effect On Downstream Drainage Areas: The applicant shall study the effect of the
2 subdivision on existing, downstream drainage facilities outside the area of the subdivision. The
3 applicant shall design facilities to prevent any adverse impacts on downstream properties.
4 Where it is anticipated the additional runoff incidental to the development of the subdivision will
5 overload an existing downstream drainage facility, the town shall require the developer to take
6 steps to minimize the impact on downstream properties.

7 5. Flood Prone Areas:

8 a. If a proposed subdivision impacts a flood prone area: 1) it shall be designed to
9 minimize flood damage within the flood prone area; 2) all public utilities and facilities, such as
10 sewer, gas, electric and water systems, shall be located and constructed to minimize and
11 eliminate flood damage; and 3) adequate drainage shall be provided to reduce exposure to
12 flood hazards.

13 b. Flood prone areas shall be preserved from any and all destruction or damage resulting
14 from clearing, grading or dumping of earth, waste material or stumps.

15 c. All subdivisions shall comply with the requirements of title 10, chapter 3 of this code.

16 **Section 33.** That subsection D. of section 9-2-4-4: UTILITIES: of the Breckenridge
17 Development Code shall be amended by deleting the language stricken and adding the
18 language underlined, to read as follows:

19 **9-2-4-4: UTILITIES:**

20 D. Utilities: Communication, Electric, Gas And Cable Television:

21 1. Utility distribution lines for communication, electric, gas and cable television service shall
22 be placed underground throughout the entire subdivided area and shall serve all lots.
23 Installation of such facilities shall be made in compliance with the applicable orders, rules and
24 regulations of the state now or hereafter effective and the subdivider shall be responsible for
25 compliance with the applicable orders, rules, and regulations of the state now or hereafter
26 effective for any public utility whose service will be required for the subdivision with respect to
27 the provisions of such facilities.

28 2. Underground communication, electric, gas and cable television service shall be placed
29 within easements or dedicated public rights of way dedicated to the town, in a manner that will
30 not conflict with other underground services. Further, all transformer boxes shall be located so
31 as not to be unsightly or hazardous to the public. Corner markers as required in this chapter
32 shall not be disturbed by the installation of utility markers.

1 3. All utility work shall comply with Title 11, Chapter 9 of the Town Code (TOWN OF
2 BRECKENRIDGE 2018 DIG ONCE ORDINANCE).

3 **Section 34.** That section 9-2-4-7: PEDESTRIAN AND BICYCLE CIRCULATION
4 SYSTEMS: of the Breckenridge Development Code shall be amended by deleting the language
5 stricken and adding the language underlined, to read as follows:

6 **9-2-4-7: PEDESTRIAN AND BICYCLE CIRCULATION SYSTEMS:**

7 It is the policy of the town to require bicycle and pedestrian paths to be dedicated to the town as
8 a component of the town's alternative transportation network and to provide recreational
9 opportunities. Subdivision proposals shall include, as a component of the required public
10 improvements, a pedestrian and bicycle path system designed to preserve existing paths,
11 integrate with existing improvements and provide service appropriate to the character and
12 magnitude of the proposed development.

13 At such time as the town has adopted a trails plan, the subdivider shall dedicate to the town
14 those portions of the trails, if any, shown thereon which traverse the property to be subdivided.
15 The town may accept alternative trail alignments and dedications proposed by the subdivider
16 which will implement the town's overall trails plans and policies.

17 Land dedicated for a trail shall apply toward the subdivider's open space dedication
18 requirements under subsection 9-2-4-13A of this chapter. The town may require dedication of
19 land for open space exceeding ten percent (10%) when such dedication is necessary to
20 implement the town's overall trails plans and policies, and the additional dedication does not
21 create an undue burden on the design and development of the subdivision. Where trail
22 dedications are made pursuant to the trails plan which result in open space dedications greater
23 than ten percent (10%) of the land area of the subdivision, the town's open space dedication
24 requirements shall be deemed to be satisfied upon making such dedications. Land area for
25 sidewalks adjacent to streets, and land area for internal pedestrian circulation elements shall not
26 be credited toward the ten percent (10%) open space dedication requirement.

27 Prior to the adoption of a trails plan, the subdivider shall dedicate to the town those trails
28 necessary to implement a townwide trails system. In determining which trails shall be dedicated
29 prior to the adoption of a trails plan the town shall utilize the Breckenridge comprehensive plan,
30 urban design plan, and other relevant documents.

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

1 Where possible, a separation between vehicular trafficways and pedestrian/bicycle
2 improvements is encouraged. Bike path and pedestrian ways shall be constructed according to
3 the standards established in the ~~Breckenridge street standards~~Engineering Regulations for hard
4 surface paths. Soft surface paths shall be designed to meet current industry standards and the
5 Town of Breckenridge Trail Standards.

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

9 **Section 35.** That section 9-2-4-8: STREET LIGHTING: of the Breckenridge
10 Development Code shall be amended by deleting the language stricken and adding the
11 language underlined, to read as follows:

12 **9-2-4-8: STREET LIGHTING:**

13 Streetlights shall be installed for every subdivision and shall meet the requirements of the
14 ~~Breckenridge street standards~~Engineering Regulations. The type of lighting fixture shall be
15 determined by the planning commission and shall be a fixture compatible with the character of
16 the neighborhood and town as a whole. For example, Welsbach or other similar fixtures
17 approved by the town shall be utilized throughout the historic district and areas adjacent to it,
18 while other areas may utilize fixtures compatible with quality mountain architecture.

19 **Section 36.** That section 9-2-4-9: TRAFFIC CONTROL DEVICES AND SIGNS: of the
20 Breckenridge Development Code shall be amended by deleting the language stricken and
21 adding the language underlined, to read as follows

22 **9-2-4-9: TRAFFIC CONTROL DEVICES AND SIGNS:**

23 The subdivider shall provide at his expense, and install, all traffic control devices and signs
24 required by the town prior to acceptance of the street by the town. Street name signs are to be
25 furnished and installed by subdivider at all intersections within or abutting the subdivision, the
26 type and location of which ~~are to be per~~shall comply with the Engineering Regulations and be
27 approved by the director of public works.

28 **Section 37.** That section 9-2-4-11: EXISTING AND PROPOSED STREETS: of the
29 Breckenridge Development Code shall be amended by deleting the language stricken and
30 adding the language underlined, to read as follows:

31 **9-2-4-11: EXISTING AND PROPOSED STREETS:**

32 A. General:

- 1 1. Conformance With Master Plan: All streets shall be laid out in conformance with the
2 Breckenridge comprehensive plan. Where such is not shown on the comprehensive plan, the
3 arrangement of streets within a subdivision shall either:
 - 4 a. Provide for the continuation or projection of existing arterials or major collector streets
5 in adjacent areas.
 - 6 b. Conform to a plan for the area or neighborhood recommended by the town to meet a
7 particular situation where topographical or other conditions make continuance or conformance
8 to existing streets impracticable.
- 9 2. Access To Accepted Streets:
 - 10 a. All subdivisions shall have frontage on and vehicular access from an existing
11 dedicated street or highway.
 - 12 b. Such street or highway shall be suitably improved so as to provide for safe circulation,
13 comply with the Engineering Regulations, and shall be capable of accommodating the increased
14 traffic generated by the subdivision.
 - 15 c. When land fronting on an existing street or an unaccepted street is proposed for
16 subdivision and the street does not meet the construction standards and right of way width
17 required by town standards, the town may require dedication of additional right of way and
18 construction of improvements by the subdivider.
- 19 3. Topography And Arrangement:
 - 20 a. Streets that are appropriately related to the general topography of the land are
21 encouraged. Steep grades and sharp curves shall be avoided. Large cut and fill areas shall be
22 avoided through alternative placement or retaining walls if necessary. The use of retaining
23 structures is encouraged when they will significantly reduce the grading and other site
24 disturbance including tree removal. In cases where retaining structures are used they must be
25 constructed from sturdy, dark natural materials, such as boulders, or engineered structures
26 faced with natural rock or other material, which will blend with the surrounding area. It is further
27 encouraged that landscaping be placed on the downhill side of retaining structures to screen the
28 visibility of such structures when viewed from off site. Specific standards which shall be followed
29 are contained in the Breckenridge ~~street standards~~ Engineering Regulations.
 - 30 b. All streets shall be properly related to specific traffic generators, such as industries,
31 business districts, schools, churches and shopping centers, to population densities and to the
32 pattern of existing and proposed land uses.

1 c. Minor collectors and local streets shall be laid out to discourage use by through traffic,
2 to permit efficient drainage and utility systems, and to require the minimum number of streets
3 necessary to provide convenient and safe access to the property.

4 d. The gridiron street pattern need not be adhered to, and the use of curvilinear streets
5 and loop streets is encouraged where such use will result in a more desirable layout. In general,
6 dead end streets are discouraged because of problems with snowplowing and the provision of
7 emergency services. If approved, dead end streets shall include a circular or hammerhead
8 turnaround complying with the Engineering Regulations.

9 e. Proposed streets shall be extended to the boundary line of the tract to be subdivided,
10 unless prevented by topography or other physical conditions, or unless, in the opinion of the
11 town, such extension is not necessary or desirable for the coordination of the layout of the
12 subdivision's streets with existing or proposed streets.

13 f. Where the town determines the street pattern for a proposed development should
14 connect to an existing, proposed or previously laid out street or right of way, the town may
15 require the extension and construction of the street or right of way by the subdivider to assure a
16 safe, efficient circulation system.

17 g. In business and industrial developments, the streets and other accessways shall be
18 planned in connection with the grouping of buildings, and the provision of alleys, walks, parking
19 areas and truck loading and maneuvering areas, and so as to minimize conflict of movement
20 between the various types of traffic, including pedestrian.

21 4. Location Of Roads And Dead End Roads:

22 a. Arrangement Of Roads: The arrangement of streets shall provide for the continuation
23 of existing or proposed streets between adjacent properties when such continuation is
24 necessary for convenient movement of traffic, effective fire protection, efficient provision of
25 utilities, and/or where such continuation is compatible with the Breckenridge comprehensive
26 plan.

27 b. Temporary Dead End Roads: A temporary cul-de-sac or hammerhead turnaround
28 ~~meeting complying with town standards~~ the Engineering Regulations shall be provided on all
29 temporary dead end streets, with the notation on the subdivision plan that land outside the
30 normal street right of way shall revert to the abutting property wherever the permanent street is
31 constructed. The town may limit the length of temporary dead end streets in the interest of
32 public health, safety and general welfare, and shall discourage temporary dead end streets in
33 excess of six hundred feet (600').

1 c. Permanent Dead End Roads:

2 (1) Where a road does not extend beyond the boundary of the subdivision and its
3 continuation is not required by the town for access to adjoining property, the town may require
4 the reservation of appropriate easements to adjacent property to accommodate drainage
5 facilities, snow stacking areas, pedestrian or bicycle traffic, or utilities.

6 (2) Where cul-de-sac or dead end roads are allowed, the design and length of the
7 street shall be in compliance with the ~~Breckenridge street standards~~Engineering Regulations.

8 5. Bridges, Crossings, Culverts And Other Public Improvements: All bridges, crossings,
9 culverts and other public improvements of primary benefit to the subdivider, as determined by
10 the town, shall be constructed at the expense of the applicant.

11 B. Classification And Design: All streets shall be designed and constructed by the subdivider
12 at no cost to the town in accordance with the classifications and design standards in the
13 ~~Breckenridge street standards~~Engineering Regulations.

14 C. Street Dedications And Reservations:

15 1. Reservations: The town may require the reservation of the full right of way for any
16 existing or proposed street and may require the construction of all or part of the facilities within
17 the right of way required for the appropriate classification.

18 2. Widening And Realignment Of Existing Streets: Where a subdivision borders an existing
19 street or when the Breckenridge comprehensive plan indicates or the town determines a need
20 for realignment or widening of a street that would require use of some of the land in the
21 subdivision, the subdivider may be required to improve and dedicate at his expense such areas
22 for widening or realignment of such streets. Such frontage streets and other streets shall be
23 improved in accordance with ~~town street standards~~the Engineering Regulations and dedicated
24 by the subdivider at his own expense to the full width as required by this chapter, provided that if
25 the subdivider owns land on only one side of said street, he need only realign that side and only
26 improve one-half (1/2) of the necessary width, including all bridges, crossings and culverts
27 required by the town.

28 3. Perimeter Streets: No new perimeter half streets shall be permitted in new
29 subdivisions.

30 **Section 38.** That section 9-3-2: PURPOSE: of the Breckenridge Development Code
31 shall be amended by adding the language underlined, to read as follows:

32 **9-3-2: PURPOSE:**

1 The purpose of this chapter is to: a) encourage the provision of adequate off street parking in
2 connection with the development of real property within the town; b) establish standards and
3 criteria pertaining to required off street parking in connection with the development of real
4 property within the town; c) preserve and protect the air quality within the town; d) minimize the
5 disruptions to traffic flow and pedestrian safety resulting from poorly designed or inadequate
6 amounts of off street parking; e) provide the developer of commercial property located within a
7 portion of the town's commercial core the option to satisfy the town's off street parking
8 requirement by payment of a parking fee in lieu of providing required off street parking; f)
9 establish the rules governing the accounting and use of all in lieu fees collected by the town;
10 and g) generally implement the town's master plan and land use ordinances by requiring that
11 new development provide its fair share of off street parking facilities. On street parking
12 requirements are listed in the Engineering Regulations.

13 **Section 39.** That section 9-3-5: APPLICABILITY: of the Breckenridge Development
14 Code shall be amended by deleting the language stricken and adding the language underlined,
15 to read as follows:

16 **9-3-5: APPLICABILITY AND EXCEPTIONS:**

17 A. Applicability. The provisions of this chapter shall apply to all ~~new~~ development of real
18 property (as that term is defined in the town's development code) which: a) involves new
19 construction for which a- development permit is required; ~~or b) involves a change of use~~
20 ~~which causes an increase in the parking requirement;_or c) involves a remodel of an~~
21 ~~existing building or structure for which a development permit is required; provided,~~
22 ~~however, that compliance with the requirements of this chapter is required for a remodel~~
23 ~~or change of use only to the extent additional off street parking is required (using the~~
24 ~~requirements of this chapter to determine the parking requirement for a preexisting use)~~
25 ~~as a result of the remodeling or change of use of the existing building or structure. There~~
26 ~~is no obligation on the part of a developer to cure any existing deficiency in the provision~~
27 ~~of off street parking for an existing structure in connection with the issuance of a~~
28 ~~development permit for the further development of such structure; or d) involves a~~
29 remodel or redevelopment of an existing structure for which a Class D Major
30 Development Permit or higher is required.

31
32 B. Exceptions for certain major remodels:

- 1 1. Major remodels, as defined by Title 9, Chapter 1, which retain 50% or more of the
2 original structure, shall be exempted from the driveway grade and slope provisions of
3 this chapter.
- 4 2. Major remodels, as defined by Title 9, Chapter 1, for which compliance with the
5 provisions of this chapter would cause excessive disturbance of existing features on the
6 site such as environmentally sensitive areas, vegetation, geologic, hydrologic, or historic
7 resources, or cause unreasonable disturbance of infrastructure, retaining walls, or other
8 features, as determined by the Director, shall be exempted from those provisions of this
9 chapter which would result in the excessive disturbance.

10 **Section 40.** That section 9-3-9: DESIGN STANDARDS FOR OFF STREET PARKING
11 FACILITIES: of the Breckenridge Development Code shall be amended by deleting the
12 language stricken and adding the language underlined, to read as follows:

13 **9-3-9: DESIGN STANDARDS FOR OFF STREET PARKING FACILITIES:**

14 Each off street parking facility constructed pursuant to the requirements of this chapter shall
15 conform to the following design standards:

16 A. Compliance With Codes Required: The design and structural quality of all off street
17 parking spaces and facilities required by this chapter shall conform to: 1) all applicable
18 standards contained in this chapter; 2) the development code; 3) the ~~Breckenridge street~~
19 ~~standards ordinance~~ 4Engineering Regulations; and 4) other applicable town ordinances.
20 Drainage facilities shall be constructed pursuant to the ~~Breckenridge storm drainage standards~~
21 ~~2~~ and the town's water quality and sediment transport control ordinance 3Engineering
22 Regulations.

23 B. Width Of Parking Aisles: The following minimum aisle widths shall apply to all off street
24 parking facilities within the town:

Angle Of Parking Stall	Aisle Width
45°	12'
60°	16'
75°	22'
90°	24'

26

1 C. Size Of Parking Stalls: The following minimum sizes shall apply to all off street parking
 2 stalls within the town:

3

	Length	Width	Height
30° - 90° parking	18'	9'	n/a
Parallel parking	25'	8'	n/a
Enclosed parking	18'	9'	n/a
Stacked parking	18'	9'	6'5"

4

5 D. Ingress And Egress: The ingress and egress provisions for off street parking spaces shall
 6 conform to the following standards: Engineering Regulations.

7 ~~1. Location Of Driveways: No portion of any entrance or exit driveway leading from or to a~~
 8 ~~public street, highway or alley for the purpose of off street parking shall be closer than thirty feet~~
 9 ~~(30') to an intersection point of two (2) or more public streets, alleys or highways. The~~
 10 ~~intersection point shall be determined by the crossing of two (2) rights of way, curb lines, or two~~
 11 ~~(2) physically established edges of the public street, alley or highway, whichever is most~~
 12 ~~restrictive.~~

13 ~~—2. Width Of Driveways: The width of driveway connecting an off street parking area with a~~
 14 ~~public street, alley, or highway shall not exceed twenty feet (20') at its intersection with the~~
 15 ~~property line, curb line, right of way or the physically established edge of the public street, alley~~
 16 ~~or highway, whichever is most restrictive.~~

17 Private driveways shall comply with the standards in the table below.

18 ~~PRIVATE DRIVEWAY STANDARDS~~

19 -

Design Element	One And Two-Family Residential	Multi-Family Residential	Commercial
Minimum width (ft.)	12	12	12
Maximum width including flares (ft.)	20	25	35
Maximum slope (%)	8	8	8

Maximum slope for first 20 feet from road edge (%)	4	4	4
---	---	---	---

1 -
2 ~~—3. Frequency Of Driveways: No two (2) driveways connecting a public street, alley or~~
3 ~~highway to an off street parking area shall be within thirty feet (30') of one another at their~~
4 ~~intersections with the property line, curb line, right-of-way line or the physically established edge~~
5 ~~of the public street, alley or highway, whichever is most restrictive. One driveway shall be~~
6 ~~allowed per lot unless otherwise permitted by the Town Engineer. Circular driveways consisting~~
7 ~~of two (2) curb cuts onto a street are not permitted. Existing circular driveways or multiple~~
8 ~~driveways shall be reduced to one driveway curb cut as a condition of the issuance of a~~
9 ~~development permit for future development of the subject property in accordance with the~~
10 ~~following schedule: a) within the Conservation District, whenever a Class B minor development~~
11 ~~permit or higher is issued; and b) outside the Conservation District, whenever a Class D major~~
12 ~~development permit or higher is issued.~~

13 ~~—4. Angle Of Intersection: All driveways serving off street parking facilities shall intersect~~
14 ~~public streets and alleyways and other driveways at a ninety degree (90°) angle.~~

15 ~~—5. Accessibility: All off street parking stalls shall have legal, unobstructed access to a public~~
16 ~~street or alleyway.~~

17 ~~—6. Backing Onto Public Street: Excepting single family and duplex parking areas all other~~
18 ~~parking stalls shall be so designed, located and served by maneuvering lanes or spaces that~~
19 ~~their use will under no circumstances require a backing movement onto any public street.~~

20 ~~—7. Visual Clearance: All driveways leading to and from off street spaces that intersect~~
21 ~~possible pedestrianways shall be visually unobstructed for such distances as not to imperil~~
22 ~~pedestrians or interfere with vehicular traffic on the street.~~

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

25 1. The parking lot lighting shall not exceed IESNA recommended foot-candle levels and
26 applications are encouraged to use the lower end of the range. This information shall be
27 provided by a registered Colorado engineer.

28 2. All fixtures shall not exceed the maximum fixture height or number of fixtures per pole in
29 the property's designated lighting zone per section 9-12-11 of this title.

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

1 4. All fixtures shall be a minimum of half the distance of the length of the pole (e.g., an 18
2 foot pole shall be a minimum of 9 feet from the property line).

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

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

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

9 F. Grades: The sustained surface grades for parking areas shall not exceed a minimum of
10 one-half percent (0.5%) or a maximum of four percent (4%). Driveway grades shall not exceed a
11 maximum grade of eight percent (8%). The first five feet (5') of a driveway shall be graded to
12 match the cross slope of the connecting street. For downhill sites, a twenty foot (20') staging
13 area with a maximum grade of negative four percent (-4%) is required (section 9-3-19,
14 attachment B of this chapter). For uphill sites, a twenty foot (20') staging area with the first five
15 feet (5') matching the cross slope of the connecting road and the next fifteen feet (15') at a
16 maximum grade of four percent (4%) is required (section 9-3-19, attachment C of this chapter).

17 Grades shall comply with all requirements of the Engineering Regulations.

18 G. Heated Driveways: Driveway heat systems shall terminate at the property line. If the
19 system extends into the public right-of-way, a separate zone must be created for that portion of
20 the system and accommodations must be made to reduce the impacts of the melted drainage at
21 the snow/melted interface. A revocable license agreement acceptable in form and substance to
22 the Town Attorney must be approved by the Town and executed prior to the issuance of a
23 certificate of occupancy. Heated driveways shall comply with all requirements of the
24 Engineering Regulations.

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

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

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

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

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

7 J. Landscaping: A minimum of twenty five (25) square feet per parking stall shall be utilized
8 for landscaping purposes. Any parking facility containing more than two (2) side by side loading
9 spaces shall contain at least two hundred (200) square feet of landscaped area raised a
10 minimum of six inches (6") above the parking surface for each two (2) side by side loading
11 spaces. Landscaping shall be maintained according to the standards contained in the
12 Development Code.

13 K. Snow Stacking:

14 L. Signs: Appropriate signage directing traffic shall be placed in any off street parking facility
15 pursuant to the Breckenridge Sign Code 4 .

16 M. Paving:

17 1. Off Street Parking Spaces: All off street parking spaces shall be paved.

18 2. Driveways: All driveways shall be paved; provided, however, that any unpaved driveway
19 which exists at the time of the adoption of this subsection M shall be paved as a condition of the
20 issuance of a development permit for future development of the subject property in accordance
21 with the following schedule: a) within the Conservation District, whenever a Class B minor
22 development permit or higher is issued; and b) outside the Conservation District, whenever a
23 Class D major development permit or higher is issued.

24 **Section 41.** That section 9-12-8: EXEMPTIONS: of the Breckenridge Development
25 Code shall be amended by adding the language underlined, to read as follows:

26 **9-12-8: EXEMPTIONS:**

27 The provisions of this chapter shall not apply to the following:

28 A. Emergency Lighting: Temporary lighting required for public safety in the reasonable
29 determination of public safety officials with authority.

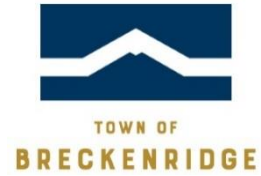
30 B. Decorative Lighting: In all lighting zones decorative lighting is permitted only from
31 November 1 through end of ski season at Breckenridge Ski Resort. At all other times decorative
32 lighting is unlawful.

1 C. Street Lighting: Lighting required for public safety installed by a public entity or private
2 utility company along a public right-of-way. Lighting in the right-of-way shall comply with the
3 requirements of the Engineering Regulations.

4 D. Temporary Lighting: Lighting for festivals, celebrations, or other public activities as
5 approved by the Town.

6
7

Memo



To: Breckenridge Town Council
From: Helen Cospolich, Municipal Clerk
Date: 1/4/2022
Subject: Mail Ballot Election Resolution

This resolution, if approved, would set the April 5, 2022 Town of Breckenridge Municipal Election to be conducted by mail ballot. Section 1-12-8 of Breckenridge Town Code states that Council may choose to hold a municipal election as mail ballot by resolution. Since our last municipal election (2020) was conducted by mail ballot, and all subsequent coordinated elections have also been by mail ballot, staff believes conducting the April 5, 2022 Town of Breckenridge municipal election by mail ballot is consistent with the expectations of our electorate.

Staff will be present at the meeting to answer any questions you may have.

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

2
3 RESOLUTION NO. 1

4
5 SERIES 2022

6
7 A RESOLUTION DETERMINING THAT THE APRIL 5, 2022 REGULAR TOWN
8 ELECTION SHALL BE A MAIL BALLOT ELECTION
9

10 WHEREAS, Section 1-7.5-104(1), C.R.S., and Section 1-12-8 of the Breckenridge Town
11 Code authorize the Town Council, by resolution, to determine that any municipal election shall
12 be conducted as a mail ballot election; and
13

14 WHEREAS, the Town Council determines that the regular Town election to be held on
15 Tuesday, April 5, 2022 shall be conducted as a mail ballot election.
16

17 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
18 BRECKENRIDGE, COLORADO, as follows:
19

20 Section 1. The regular Town election to be held on Tuesday, April 5, 2022 shall be
21 conducted as a mail ballot election.
22

23 Section 2. The mail ballot election to be held on Tuesday, April 5, 2022, shall be
24 conducted under the supervision of the Colorado Secretary of State and pursuant to the rules for
25 mail ballot elections promulgated by the Colorado Secretary of State.
26

27 Section 3. The mail ballot election to be held on Tuesday, April 5, 2022, shall be held in
28 accordance with the Colorado Municipal Election Code of 1965 and the Uniform Election Code
29 of 1992.
30

31 Section 4. This resolution is effective upon adoption.
32

33 RESOLUTION APPROVED AND ADOPTED this 11th day of January, 2022.
34

35 TOWN OF BRECKENRIDGE
36

37
38 By: _____
39 Eric S. Mamula, Mayor
40

41 ATTEST:
42
43
44

45 _____
46 Helen Cospolich, CMC
47 Town Clerk

1 APPROVED IN FORM

2

3

4

5

6 _____ Date



To: Breckenridge Town Council
From: Laurie Best-Community Development Department
Date: 1/5/2022 (for 1/11/2022)
Subject: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO CONCERNING THE JUSTICE CENTER PROJECT

Staff has been working with Summit County on a collaboration to construct up to 54 workforce apartments on a parcel located on Airport Road across from Pinewood 1. The site is approximately 1.823 acres and is currently owned by the County. The Town and County have been working with Fading West to utilize modular construction for this project and we are in the early design stages. We are currently projecting cost at approximately \$333 per square foot (\$314,000 per apartment) but once the design is further refined, we can submit for entitlements, confirm initial cost estimates, pursue any available grants, and begin the process for financing and funding through Certificates of Participation (COPs). The goal is to add new inventory as soon as possible to address the significant lack of affordable rentals for local workforce. The Resolution that is presented for your approval will authorize the Mayor to sign an Intergovernmental Agreement (IGA), which outlines roles and responsibilities of both the Town and County. This IGA is attached to this memo and is modelled after the Huron Landing project, which was developed by the Town and County in 2016.

Key Elements of the IGA:

- The parties will cooperate in respect to all aspects of the design, construction and operation of the project and will split cost of developing/operating the project 50/50
- The decision to move forward with the project is contingent on the parties reaching agreement on the final design and final cost of the project
- The project entitlements will be reviewed in accordance with the Town's Development Code thru the Town Project Process
- The project will be reviewed in accordance with the County's building and technical codes, and the permit will be issued by the County with all inspections conducted by the County
- The County will manage the project and oversee construction
- The County will execute a warranty deed conveying the property to the County and Town as tenants in common
- Each party will contribute initial cash of \$2,000,00 and the balance of the project cost will be funded through Certificates of Participation issued by the Town (unless the parties mutually agree to revised amounts)

- In addition, each party is contributing in-kind including:
 - Fee Waivers by both parties
 - Water connection (PIFs) by the Town
 - Sewer tap connection fees by the County
 - Snow removal for Rankin Rd by the Town
- The parties also agree to meet and mutually establish project operation policies including rental rates, AMI targets, and number of units set aside (reserved) for each party's use
- At initial lease 50% of the units will be offered to persons employed in the Upper Blue Basin

Staff supports the IGA as drafted and recommends approval of the Resolution. I will be happy to answer questions and discuss this in more detail at your meeting on January 11th.

1 RESOLUTION NO. ____

2
3 Series 2022

4
5 **A RESOLUTION APPROVING AN INTERGOVERNMENTAL**
6 **AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF**
7 **SUMMIT COUNTY, COLORADO CONCERNING THE JUSTICE**
8 **CENTER PROJECT.**
9

10 WHEREAS, the Town of Breckenridge and Summit County, Colorado have been
11 working cooperatively on the development of a joint affordable housing project and desire to
12 adopt an Intergovernmental Agreement to govern the structure of the development and each
13 entity's obligations moving forward related to the joint development of an affordable workforce
14 housing project on property in the Town of Breckenridge, Colorado, and as more particularly
15 described on the attached Exhibit "A" now known as the "Justice Center Project or Property";
16 and
17

18 WHEREAS, in addition to both Parties in-kind contributions to the Justice Center
19 Project, Summit County, as the owner of the Property has agreed to contribute the Property to be
20 developed in exchange for the Town's agreement to provide the financing of the affordable
21 housing development of the Justice Center Project; and
22

23 WHEREAS, pursuant to Title 29, Article 1, Part 2, C.R.S., as amended, and Article XIV,
24 Section 18(2)(a) of the State Constitution, governments may contract with one another to provide
25 any function, service or facility lawfully authorized to each of the contracting units and any such
26 contract may provide for the joint exercise of the function, service or facility, including the
27 establishment of a separate legal entity to do so; and
28

29 WHEREAS, the Town and the County are each authorized to own and operate an
30 affordable workforce housing project such as the Project; and
31

32 WHEREAS, the Town and the County have determined that it is desirable at a future date
33 to be mutually agreed upon by the Parties to create a separate legal entity to own, operate,
34 manage, control, and rent the Justice Center Project; and
35

36 WHEREAS, a proposed Intergovernmental Agreement between the Town and the
37 County creating the Justice Center Project will be scheduled for approval by the Board of County
38 Commissions on January 11, 2022, the same date as the Town Council will take action on the
39 Intergovernmental Agreement, which is marked **Exhibit "B"**, attached hereto, and incorporated
40 herein by reference; and
41

42 WHEREAS, the Town Council has reviewed the proposed Intergovernmental Agreement
43 and finds and determines that it would be in the best interest of the Town to enter into such
44 agreement; and

1
2 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
3 resolution may be used to approve an agreement.
4

5 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
6 OF BRECKENRIDGE, COLORADO:
7

8 Section 1. The Intergovernmental Agreement with Summit County, Colorado, acting by
9 and through the Board of County Commissioners (Exhibit “B” hereto), is approved; and the
10 Mayor is authorized, empowered, and directed to execute such Intergovernmental Agreement for
11 and on behalf of the Town of Breckenridge.
12

13 Section 2. Minor changes to or amendments of the approved agreement may be made by
14 the Town Attorney in consultation with the Town Manager if the proposed changes or
15 amendments do not substantially affect the consideration to be received or paid by the Town
16 pursuant to the approved agreement, or the essential elements of the approved agreement.
17

18 Section 3. All resolutions, or parts thereof, inconsistent herewith are hereby repealed to
19 the extent only of such inconsistency. This repealer shall not be construed to revive any such
20 resolution, or part thereof, heretofore repealed.
21

22 Section 4. This resolution is effective upon adoption.
23

24 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2022.
25

26 TOWN OF BRECKENRIDGE
27

28
29
30 By: _____
31 Eric S. Mamula, Mayor
32

33 ATTEST:
34
35
36

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

41 APPROVED IN FORM
42
43
44

1 _____
2 Town Attorney Date
3
4
5
6
7

1 ***DRAFT January 11, 2022***

2
3 INTERGOVERNMENTAL AGREEMENT
4 (Justice Center Workforce Housing Project)
5

6 This Intergovernmental Agreement (this “**Agreement**”) is dated _____,
7 2022 (the “**Effective Date**”) and is between the TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation (the “**Town**”) and SUMMIT COUNTY, COLORADO, acting by and
9 through the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
10 (the “**County**”). The Town and the County are sometimes referred to individually as a “**Party**,”
11 and together as the “**Parties**.”
12

13 **Background**

14
15 The Parties have been working cooperatively to analyze, evaluate, and plan for the joint
16 development and operation of an affordable workforce housing project on the County’s real
17 property located in the Town of Breckenridge, Colorado, and as more particularly described on
18 the attached **Exhibit “A”** (the “**Property**”). Such project does not yet have an agreed upon name
19 and has been generally referred to as the “Justice Center Project”, and will be referred to in this
20 Agreement as the “**Project**.”
21

22 The Parties are in agreement on all essential aspects of the project and have a joint
23 understanding of the costs, the funding, the contractor(s), and rough schedule for development.
24 The Town has entered into one pre-construction contract to do initial soils testing and
25 preliminary design work for the Project. The County has entered into one pre-construction
26 contract for a site and tree survey for the parcel. The Parties are in agreement that the costs of
27 those two preliminary contracts will be shared 50-50, and moving forward costs will be allocated
28 as set forth in this IGA. This Agreement is executed for the purpose of providing all of the
29 specific details, terms, and conditions of the construction of the Project.
30

31 This Agreement is entered into pursuant to the authority granted by Article XIV, Section
32 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S.
33

34 **Agreement**

35
36 For and in consideration of the mutual promises and covenants contained herein, and intending
37 to be legally bound, the Parties agree as follows:
38

- 39 1. Term. The term of this Agreement commences as of the Effective Date of this
40 Agreement and will continue until it is terminated as provided in this Agreement.
- 41 2. Agreement to Develop the Project. The Parties agree to develop the Project in accordance
42 with, and subject to, the terms and conditions of this Agreement.
- 43 3. Agreement to Cooperate. The Parties agree to take all action reasonably necessary to

1 develop the Property in a timely manner and will not unreasonably delay the
2 development of the Project, and to cooperate with each other fairly and in good faith with
3 respect to all aspects of the final design, construction, and operation of the Project.

4 4. Mutual Agreement Required. Unless otherwise specified in this Agreement, all
5 substantial decisions concerning the development, operation, and management of the
6 Project requires the mutual written agreement of the Town and the County.

7 5. Ownership of Property. The Parties acknowledge that at the time of the execution of this
8 Agreement the Property is solely owned by the County. Unless otherwise agreed, the
9 Parties will jointly own the Property as tenants in common during the term of this
10 Agreement. To accomplish this, within 60 days of the execution of this IGA, the County
11 agrees to execute and deliver to the Town an appropriate warranty deed conveying the
12 Property to the Town and the County as tenants in common, subject to all existing liens
13 and encumbrances of record as of the date of the execution of the deed.

14 6. Design of the Project. As soon as practicable following the execution of this Agreement
15 the Parties will take all action required to complete the final design of the Project. In
16 connection with the final design of the Project it is agreed that:

17 A. The entitlements for the Project will be established by the Town pursuant to the
18 Town's Development Code. The Town's staff will expedite the establishment of
19 the Project entitlements insofar as possible.

20 B. The Project will be reviewed under the "Town Project" provisions of the
21 Development Code. Once approved, the development permit will be issued
22 jointly to the Town and the County.

23 C. The final design of the Project will comply with the County's building and
24 technical codes in effect at the time an application for the building permit is
25 made. The building permit for the Project will be issued by the County. The
26 County's staff will expedite the review of the building permit application and the
27 issuance of the building permit insofar as possible. All inspections of the Project
28 during the construction phase will be conducted by the County.

29 7. Conditions Precedent. Notwithstanding anything in this Agreement to the contrary, the
30 decision to proceed with the construction of the Project is subject to the Parties reaching
31 agreement on all of the following issues:

32 A. the final design of the Project;

33 B. the estimated final cost of the Project, and the guaranteed maximum price
34 ("GMP") of constructing the Project, if there should be one; and

35 C. all other matters related to final design, construction, financing, and initial
36 operation of the Project.

INTERGOVERNMENTAL AGREEMENT

1 If, for any reason, the Parties are unable to reach an agreement as to all such issues this
2 Agreement may be terminated by either Party without liability for breach of this
3 Agreement.
4

5 8. Selection and Management of Contractor. Once the Parties have finally agreed upon all
6 of the conditions precedent described in Section 7 then the Parties will authorize the
7 general contractor to proceed with the construction of the Project. The County will be the
8 construction liaison and owner's representative for the Project. Because of the unique
9 nature of the project, the general contractor has already been chosen and agreed upon by
10 the Parties as part of a design-build partnership between Symmetry, LLC and Fading
11 West, LLC. The contract with the general contractor will be based upon a GMP or
12 equivalent ("GMP"). The form and substance of the construction contract and all related
13 documents will be subject to the reasonable approval of both Parties and their respective
14 attorneys. The construction contract must include both a payment bond and a
15 performance bond in an amount equal to the GMP. Once a GMP has been agreed upon
16 by the Parties and the general contractor, and an acceptable contract for the construction
17 of the Project has been drafted and approved by the Parties and the general contractor,
18 both Parties will sign the contract. If the Parties and the general contractor cannot agree
19 on a GMP, this Agreement may be terminated by either Party without liability for breach
20 of this Agreement.

21 9. Cost of the Project.

22 A. Subject to the adjustments provided for in this Section, and as otherwise
23 provided in this Agreement, the Parties agree to each pay one-half of the total
24 cost of developing, constructing, operating, managing, and maintaining the
25 Project throughout the term of this Agreement, including the two contracts
26 pertaining to pre-development services already executed by the Town and
27 County and any additional contracts that are needed outside of the design-build
28 construction contract.

29 B. As used in this Section, the "cost of developing, operating, and maintaining the
30 Project" means all out-of-pocket costs incurred by the Parties in connection with
31 the development, construction, operation, management, and maintenance of the
32 Project.

33 C. It is anticipated that each of the Parties will provide certain agreed "in kind"
34 services or benefits related to the initial development of the Project. The in kind
35 contributions are not subject to the provisions of Subsection A of this Section,
36 and it is agreed that the amount of in kind contributions by the Parties need not
37 be equal in number or value. No adjustment to the Parties' obligations to share
38 equally in the total cost of developing, constructing, operating, managing, and
39 maintaining the Project will be made as a result of the Parties' in kind
40 contributions.

1 At the time of the execution of this Agreement such in kind services are
2 anticipated by the Parties to be as follows:

3 i. Town will provide the following in kind services:

- 4 a. a connection to the Town's municipal water service and payment of
5 any required water plant investment fee for the Project. The Project
6 will pay for all water used in its operation;
- 7 b. a Class A development permit for the Project, together with such
8 additional development permits as may be necessary to the successful
9 development and operation of the Project;
- 10 c. a waiver of all fees associated with any required development
11 permit(s), including both the initial development permit for the
12 construction of the Project and such additional development permits as
13 may be required throughout the term of this Agreement;
- 14 d. the cost of having the Town staff and the Town Attorney perform
15 actions required of the Town under this Agreement; and
- 16 e. required snow removal for the access road to the Project.

17 ii. County will provide the following in kind services:

- 18 a. the contribution of the Property, together with an estimation of the fair
19 market value of the Property;
- 20 b. a waiver of all plan check and building permit fees required for the
21 Project, including both the initial building permit for the construction
22 of the Project and such additional building permits as may be required
23 throughout the term of this Agreement;
- 24 c. any required fee for the inclusion of the Property into the Upper Blue
25 Sanitation District;
- 26 d. the required sewer tap connection fee for the Project; and
- 27 e. the cost of having the County staff and County attorneys perform
28 actions required of the County under this Agreement.

29 D. Notwithstanding anything contained in this Agreement to the contrary, it is
30 agreed that any unanticipated cost of developing, constructing, operating,
31 managing, and maintaining the Project will be paid equally by the Parties;
32 provided, however, if such unanticipated cost arises solely from the action or
33 inaction of one of the Parties, such Party will be solely responsible for the
34 payment of such cost. As used in this Subsection E, "unanticipated cost of

INTERGOVERNMENTAL AGREEMENT

1 developing, constructing, operating, managing, and maintaining the Project”
2 means any cost that is not the subject to the Parties’ agreed budget for the
3 development, construction, operation, management, and maintenance of the
4 Project.

5 10. Project Financing and Debt Service for the Project.

6 A. The Parties anticipate to each contribute Two Million (\$2,000,000) in cash to the
7 development and construction of the Project, for a total of Four Million
8 \$4,000,000 in cash financing. Based on the final cost of the Project, the Parties
9 may mutually agree to increase their cash contribution.

10 B. To finance the remainder of the costs of developing and constructing the Project,
11 the Town will issue debt in a principal amount of approximately Thirteen Million
12 Dollars (\$13,000,000) (“**Project Financing**”), which amount includes the funds
13 to be used to construct the Project, together with the cost of the issuance of the
14 Project Financing, including, but not limited to, bond counsel fees and
15 underwriter’s discount. The Project Financing will be in such form, and upon
16 such terms and at such interest rates, as the Town determines to be appropriate. If
17 necessary the Parties agree that the amount of Project Financing may change
18 depending on Project needs, subject to mutual written agreement.

19 C. The Parties acknowledge and agree that as to the investors who acquire the
20 Town’s Financing, the Town will be solely responsible to pay the Town
21 Financing in accordance with its terms, and the County will have no liability to
22 pay the investors.

23 11. Revenue of the Project. All net operating revenue of the Project will be applied toward
24 the Debt Service until the Debt Service has been fully paid. It is understood that the net
25 operating revenue of the Project is not anticipated to fully pay the Debt Service, and the
26 Parties agree to share equally in the payment of that portion of the Debt Service that is
27 not covered by the net operating revenue of the Project. Once the Debt Service has been
28 fully paid, all net operating revenue of the Project will be shared equally between the
29 Parties. “**Net Operating Revenue**” means the total of all income received by the Parties
30 from the operation of the Project, less all expenses incurred and paid by the Parties in
31 connection with the operation of the Project. Once the Debt Service for the Project has
32 been fully paid, the Parties will agree upon the frequency of the distribution of the Net
33 Operating Revenues.

34 12. Management of the Project. Prior to the completion of construction of the Project, the
35 Parties will agree upon a qualified person to manage the day-to-day operations of the
36 Project on their behalf. The County will take the lead on the day-to-day management of
37 Project. The form and substance of the management contract, if any, and all related
38 documents will be subject to the reasonable approval of both Parties and their respective
39 attorneys.

1 13. Initial Leasing Rates, Tenant Qualifications, and Other Matters. Prior to the completion
2 of construction of the Project, the Parties will agree upon:

- 3 A. the initial leasing rates for the apartments in the Project;
- 4 B. the form and substance of the income and other qualifications and restrictions
5 that will apply to tenants of the Project;
- 6 C. the establishment and maintenance of a reserve fund for the Project; and
- 7 D. other issues related to the operation and management of the Project.
- 8 E. the final number of units to be reserved for each Parties' use.

9 It is agreed that initially fifty percent (50%) of the units in the Project will be offered for
10 lease to persons who work in the Upper Blue River Basin (the area bounded by Farmers
11 Korner on the north and Hoosier Pass on the south); and fifty percent (50%) of the units
12 in the Project will be offered for lease to persons who work in Summit County. Any
13 subsequent priority will be mutually agreed to by both Parties.

14 14. Meet and Confer Obligation. At least once annually, or more frequently if necessary or
15 desirable, the Parties agree to meet to discuss matters related to the operation and
16 management of the Project.

17 15. Day-To-Day Communications. All communications between the Parties relating to the
18 day-to-day activities of the Project will be exchanged between the respective Project
19 Representatives of Town and County who will be designated by the Parties promptly
20 upon the execution of this Agreement. Either Party may change their designated Project
21 Representative at any time.

22 16. Books and Records. Within 60 days after the Effective Date of this Agreement the Parties
23 will agree upon how, where, and by whom the books of account for the Project will be
24 maintained. Each Party will have the right, at its sole cost and expense, at all reasonable
25 times during usual business hours to audit, examine, and copy the books of account of the
26 Project. Such right may be exercised through any agent or employee of such Party.

27 17. Waiver of Right to Partition. Neither the Town nor the County have any right to partition
28 the Property or any of the Parties' jointly owned assets exclusively used or associated
29 with the Project, and both the Town and the County hereby irrevocably waive any and all
30 rights that they might have to maintain any action for partition of the Property and such
31 jointly owned assets.

32 18. Insurance.

- 33 A. Required Insurance. Throughout the term of this Agreement the Town and the
34 County will each procure and maintain the following minimum insurance
35 coverages:

INTERGOVERNMENTAL AGREEMENT

- 1 i. workers' compensation insurance to cover obligations imposed by
2 applicable laws for any employee of the Town or the County (as
3 applicable).

- 4 ii. commercial general liability insurance with limits of liability not less than
5 the limits of liability established from time to time by the Colorado
6 Governmental Immunity Act, Article 10 of Title 24, C.R.S., as amended
7 from time to time ("**Act**"). The policy must include coverage for bodily
8 injury, broad form property damage (including complete operations),
9 personal injury (including coverage for contractual and employee's acts),
10 blanket contractual, products, and completed operations.

11 Such coverages will be procured and maintained with forms and insurers
12 reasonably acceptable to the other Party. All coverage will be continuously
13 maintained until this Agreement has been terminated in accordance with the
14 requirements of this Agreement. In the case of any claims-made policy, the
15 necessary retroactive dates and extended reporting periods will be procured to
16 maintain such continuous coverage.

- 17
- 18 B. Deductibles. The Town and the County are each solely responsible for any
19 deductible amounts required to be paid under their own required insurance
20 policies described in Subsection A of this Section.

- 21 C. Insurance Certificate. Each Party will provide the other Party with a certificate of
22 insurance evidencing that policies providing the required coverages, conditions,
23 and minimum limits are in full force and effect, and listing the other Party as an
24 additional insured. Such certificates will be provided within 30 days of the
25 Effective Date of this Agreement, and on each renewal or replacement of the
26 required insurance policies throughout the term of this Agreement. The
27 completed insurance certificates will be sent to the Parties at the addresses
28 provided in Section 25.

29 19. Mutual Indemnification.

- 30 A. Indemnification By Town. To the extent permissible by law, the Town will
31 indemnify and defend the County, its officers, employees, insurers, and self-
32 insurance pool, against all liability, claims, and demands, on account of injury,
33 loss, or damage, including, without limitation, claims arising from bodily injury,
34 personal injury, sickness, disease, death, property loss or damage, or any other
35 loss of any kind whatsoever, arising out of or in any manner connected with this
36 Agreement, to the extent that such injury, loss, or damage is caused by the
37 negligence or intentional wrongful act of the Town, or any officer, employee,
38 representative, or agent of the Town; except to the extent such liability, claim, or
39 demand arises through the negligence or intentional wrongful act of the County,
40 its officers, employees, or agents, or the County's breach of this Agreement. To
41 the extent indemnification is required under this Agreement, the Town agrees to

1 investigate, handle, respond to, and to provide defense for and defend against,
2 any such liability, claims, or demands at its expense, and to bear all other costs
3 and expenses related thereto, including court costs and attorney fees.

4 B. Indemnification By County. To the extent permissible by law, the County will
5 indemnify and defend the Town, its officers, employees, insurers, and self-
6 insurance pool, against all liability, claims, and demands, on account of injury,
7 loss, or damage, including, without limitation, claims arising from bodily injury,
8 personal injury, sickness, disease, death, property loss or damage, or any other
9 loss of any kind whatsoever, arising out of or in any manner connected with this
10 Agreement, to the extent that such injury, loss, or damage is caused by the
11 negligence or intentional wrongful act of the County, or any officer, employee,
12 representative, or agent of the County; except to the extent such liability, claim,
13 or demand arises through the negligence or intentional wrongful act of the Town,
14 its officers, employees, or agents, or the Town's breach of this Agreement. To
15 the extent indemnification is required under this Agreement, the County agrees
16 to investigate, handle, respond to, and to provide defense for and defend against,
17 any such liability, claims, or demands at its expense, and to bear all other costs
18 and expenses related thereto, including court costs and attorney fees.

19 C. Indemnity Subject To Applicable Law. To the extent permissible by law, the
20 obligation of a Party to indemnify and defend the other Party pursuant to this
21 Section is expressly subject to any applicable limitation or provision of the Act,
22 or any other law providing similar limitations or protections. Neither Party
23 waives the right to assert that its obligation to indemnify and defend the other
24 Party is barred by any applicable provision of the Colorado Constitution that
25 prohibits one Party from indemnifying the other Party.

26 D. Indemnity For Worker's Compensation Claims.

27 i. The Town will indemnify and defend the County with respect to any
28 claim, damage, or loss arising out of any worker's compensation claim of
29 any employee of the Town.

30 ii. The County will indemnify and defend the Town with respect to any
31 claim, damage, or loss arising out of any worker's compensation claim of
32 any employee of the County.

33 E. Survival. To the extent permissible by law, the obligation of a Party to
34 indemnify and defend the other Party pursuant to this Section will survive the
35 termination of this Agreement, and, subject to any applicable statute of
36 limitation, will continue to be enforceable thereafter until such obligations are
37 fully performed.

38 20. Termination. This Agreement may be terminated as follows:

INTERGOVERNMENTAL AGREEMENT

- 1 F. As provided in Sections 7 and 8 of this Agreement;
- 2 G. For default as provided in Section 21(A); or
- 3 H. For non-appropriation as provided in Section 26(C).

4 21. Default; Resolution Of Disputes.

- 5 A. Default. A default exists under this Agreement if any Party violates any
6 covenant, condition, or obligation required to be performed under this
7 Agreement. As used in this Section, a Party violating any covenant, condition, or
8 obligation required to be performed under this Agreement is the “**Defaulting**
9 **Party,**” and the other Party is the “**Non-Defaulting Party.**” If a Defaulting Party
10 fails to cure such default within 30 business days after the other Non-Defaulting
11 Party gives written notice of the default to the Defaulting Party then, at the Non-
12 Defaulting Party’s option, the Non-Defaulting Party may terminate this
13 Agreement, subject to the provisions of Section 22 of this Agreement concerning
14 the disposition of the Project and the Parties’ property upon termination of this
15 Agreement. If a default is not capable of being cured within 30 business days, a
16 Defaulting Party will not be in default if it commences curing the default within
17 30 business days after receipt of written notice of default from the Non-
18 Defaulting Party, and thereafter cures such default with due diligence and in
19 good faith. Notwithstanding any Party’s right to terminate this Agreement for an
20 uncured default, this Agreement is subject to the rights of any Party to invoke the
21 remaining provisions of this Section.
- 22 B. Negotiation. Either Party may give the other Party written notice of any dispute
23 arising out of or related to this Agreement that is not resolved in the normal
24 course of business. The Parties will attempt in good faith to resolve any such
25 dispute promptly by negotiations between the Parties’ authorized representatives.
26 Within 15 business days after receipt of said notice, authorized representatives
27 will meet at a mutually acceptable time and place, and thereafter as often as they
28 reasonably deem necessary, to exchange relevant information and to attempt to
29 resolve the dispute. If the matter has not been resolved within 60 business days
30 of the notice of dispute, or if the Parties fail to initially meet within 15 business
31 days, either Party to the dispute may initiate mediation of the controversy as
32 provided below.
- 33 C. Mediation. If the dispute has not been resolved by negotiation as provided
34 above, the Parties will endeavor to settle the dispute by mediation with a neutral
35 third party. If the Parties encounter difficulty in agreeing on a neutral third party,
36 they may each appoint a neutral third party who will agree on a mediator, and the
37 Parties agree to mediate with said mediator.
- 38 D. Judicial Action. Any dispute arising out of or relating to this Agreement or the
39 breach, termination, or validity hereof, which has not been resolved by the

1 methods set forth above within 30 days of the initiation of mediation, may be
2 finally resolved by appropriate judicial action commenced in a court of
3 competent jurisdiction. The Parties agree to venue in the courts of Summit
4 County, Colorado with respect to any dispute arising out of or relating to this
5 Agreement. The Parties hereby waive the right to a jury trial in any action to
6 enforce, interpret, or construe this Agreement.

7 E. Provisional Remedies. The procedures specified in this Section are the sole and
8 exclusive procedures for the resolution of disputes among the Parties arising out
9 of or relating to this Agreement; provided, however, that a Party may seek a
10 preliminary injunction or other provisional judicial relief if, in its judgment, such
11 action is necessary to avoid irreparable damage or to preserve the status quo.
12 Despite such action, the Parties will continue to participate in good faith in the
13 procedures specified in this Section.

14 F. Performance To Continue. Each Party is required to continue to perform its
15 obligations under this Agreement pending final resolution of any dispute arising
16 out of or relating to this Agreement.

17 G. Extension Of Deadlines. All deadlines specified in this Section may be extended
18 by mutual agreement in writing signed by the Parties.

19 H. Costs. Each Party will pay its own costs with respect to negotiation and
20 mediation. The prevailing Party in any judicial action is entitled to
21 reimbursement from the other Party for all reasonable costs and expenses,
22 including attorney fees and expert witness fees, in connection with such judicial
23 action.

24 22. Disposition of Project and Property Upon Termination. Upon the lawful termination of
25 this Agreement pursuant to Section 20, the Parties will promptly and in good faith
26 attempt to agree upon a fair and equitable disposition of the Property, the Parties' jointly
27 owned assets exclusively used or associated with the Project, and all other remaining
28 Project assets, income, and liabilities. For this purpose, authorized representatives of the
29 Parties will meet not later than 15 business days after the effective date of termination at
30 a mutually acceptable time and place, and thereafter as often as they reasonably deem
31 necessary, to exchange relevant information and to attempt to resolve all issues related to
32 the disposition of the Property and all remaining Project assets, income, and liabilities. If
33 the matter has not been resolved within 60 business days of the effective date of
34 termination of this Agreement, the Property, together with all of the Parties' jointly
35 owned assets exclusively used or associated with the Project, will be offered for sale for
36 cash at their then fair market value. The "**Fair Market Value**" of the Property and the
37 Parties' jointly owned assets will be determined by an appraiser mutually acceptable to
38 the Parties. The appraiser will be a licensed Colorado real estate broker with no less than
39 10 years' experience in appraising real property in Summit County, Colorado. If the
40 Parties are unable to agree upon a mutually acceptable appraiser, they each may appoint a
41 neutral third party to agree on an appraiser. The appraiser's determination will be binding

1 on the Parties. The cost of the appraisal will be paid equally by the Parties. Either Party
2 may be the purchaser of the other Party's right, title, and interest in the Property and the
3 Parties' jointly owned assets exclusively used or associated with the Project. The net sale
4 proceeds of the Property and the Parties' jointly owned assets exclusively used or
5 associated with the Project, will be used to pay the balance of the Debt Service for the
6 Project, and any balance of such proceeds will then be divided equally between the Town
7 and the County. The provisions of this Section control over the dispute resolution
8 provisions of Section 21.

9 23. Right to Final Accounting. In addition to such other remedies as may be available by
10 applicable law or this Agreement, and without regard to a Party's receipt of a share of the
11 net sale proceeds of the Property and the Parties' jointly owned assets exclusively used or
12 associated with the Project as described in Section 22, either Party has the right to a final
13 accounting of all financial matters associated with the development of the Property and
14 the operation of the Project to assure compliance with the terms and conditions of this
15 Agreement. A request for a final accounting must be made no later than the last to occur
16 of:

17 A. The expiration of 180 days after the sale of the Property and the Parties' jointly
18 owned assets exclusively used or associated with the Project pursuant to Section
19 22 of this Agreement; or

20 B. The expiration of one year after the effective date of the termination of this
21 Agreement.

22 The failure to make a timely request for a final accounting will be a waiver of the right to
23 a final accounting.

24
25 24. Force Majeure. Neither Party is liable to the other for any failure, delay, or interruption in
26 the performance of any of the terms, covenants, or conditions of this Agreement due to
27 causes beyond the control of that Party, including, without limitation, strikes, boycotts,
28 labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy,
29 terrorism, acts of superior governmental authority, weather conditions, floods, riots,
30 rebellion, sabotage or any other circumstance for which such Party is not responsible or
31 which is not in its power to control.

32 25. Notices. All notices required or permitted under this Agreement must be given by
33 registered or certified mail, return receipt requested, postage prepaid, or by hand or
34 commercial carrier delivery, or by telecopies directed as follows:

35 If intended for the Town to:

36
37 Town of Breckenridge
38 P.O. Box 168
39 150 Ski Hill Road
40 Breckenridge, Colorado 80424

1 Attn: Rick G. Holman, Town Manager
2 Telecopier number: (970)547-3104
3 Telephone number: (970)453-2251
4

5 with a copy in each case (which will not constitute notice) to:
6

7 Kirsten Crawford
8 Town Attorney
9

10 If intended for the County, to:
11

12 Board of the County Commissioners
13 P.O. Box 68
14 Breckenridge, Colorado 80424
15 Attn: Gary Martinez, County Manager
16 Telephone number: (970)453-3401
17 Telecopier number: (970)453-3535
18

19 with a copy in each case (which will not constitute notice) to:
20

21 Jeffrey R. Huntley, Esq.
22 Summit County Attorney
23 P.O. Box 68
24 Breckenridge, Colorado 80424
25 Telephone number: (970)453-3407
26 Telecopier number: (970)454-3535
27

28 Any notice delivered by mail in accordance with this Section is effective on the third
29 business day after being deposited in any post office or postal box regularly maintained
30 by the United States Postal Service. Any notice delivered by telecopier in accordance
31 with this Section is effective upon receipt if concurrently with sending by telecopier
32 receipt is confirmed orally by telephone and a copy of said notice is sent by certified
33 mail, return receipt requested, on the same day to that intended recipient. Any notice
34 delivered by hand or commercial carrier is effective upon actual receipt. Either Party, by
35 notice given as above, may change the address to which future notices may be sent. E-
36 mail is not a valid method for the giving of notice under this Agreement.
37

38 26. Annual Appropriation.

- 39 A. Financial obligations of the Town under this Agreement payable after the current
40 fiscal year in which this Agreement is executed are contingent upon funds for
41 that purpose being appropriated, budgeted, and otherwise made available by the
42 Town Council of the Town of Breckenridge, Colorado.

- 1 B. Financial obligations of the County under this Agreement payable after the
2 current fiscal year in which this Agreement is executed are contingent upon
3 funds for that purpose being appropriated, budgeted, and otherwise made
4 available by the Board of County Commissioners of Summit County, Colorado.
- 5 C. If the governing body of the either Party (the “**Non-Appropriating Party**”) fails
6 to appropriate and budget sufficient funds to pay the financial obligations of the
7 Non-Appropriating Party under this Agreement, this Agreement may be
8 terminated by either Party without penalty.
- 9 D. In the event of non-appropriation the Non-Appropriating Party will, upon request
10 of the other Party, execute, acknowledge, and deliver to the other Party a deed
11 conveying to the other Party all of the Non-Appropriating Party’s right, title, and
12 interest, of whatever kind or nature, in and to the Property. The conveyance of
13 the Property pursuant to this Subsection D will not be a waiver of the Non-
14 Appropriating Party’s rights under this Agreement. The provisions of this
15 Section D are specifically enforceable, and both Parties irrevocably waive the
16 right to challenge the enforceability of such specific performance remedy.
- 17 E. Neither the Town’s nor the County’s obligations under this Agreement will
18 constitute a general obligation indebtedness or multiple year direct or indirect
19 debt or other financial obligation whatsoever within the meaning of the
20 Constitution or laws of the State of Colorado.
- 21 27. Governmental Immunity. The Parties are each relying on, and do not waive or intend to
22 waive by any provision of this Agreement, the monetary limitations of the Act, which
23 limitations are as of the date of this Agreement \$387,000 per person and \$1,093,000 per
24 occurrence, or any other limitation, right, immunity, defense or protection otherwise
25 available to the Town and the County, and their respective officers, representatives,
26 agents and employees.
- 27 28. Third Parties. This Agreement does not confer upon or grant to any third party any right
28 to claim damages or to bring suit, action, or other proceeding against either the Town or
29 the County because of any breach of this Agreement, or because of any of the terms,
30 covenants, agreements, and conditions contained in this Agreement.
- 31 29. Waiver. The failure of either Party to exercise any of its rights under this Agreement is
32 not a waiver of those rights. A Party waives only those rights specified in writing and
33 signed by either Party waiving its rights.
- 34 30. Independent Contractor. In connection with this Agreement each of the Parties acts as an
35 independent contractor (and not an agent or employee of the other Party), without the
36 right or authority to impose tort or contractual liability upon the other Party.
- 37 31. Applicable Law. This Agreement is to be interpreted in all respects in accordance with
38 the laws of the State of Colorado.

INTERGOVERNMENTAL AGREEMENT

- 1 32. Entire Agreement. This Agreement constitutes the entire agreement and understanding
2 between the Parties as to the subject matter of this Agreement, and supersedes any prior
3 agreement or understanding relating thereto.
- 4 33. Amendment. This Agreement may be modified or amended only by a duly authorized
5 written instrument executed by the Parties. No oral amendment or modification of this
6 Agreement is allowed.
- 7 34. Severability. If any of the provisions of this Agreement are declared by a final, non-
8 appealable judgment court of competent jurisdiction to be invalid, illegal, or
9 unenforceable in any respect, the validity, legality, and enforceability of the remaining
10 provisions of this Agreement will not in any way be affected or impaired thereby.
- 11 35. “Day” Defined. Unless specifically indicated to be a business day, the term “day” when
12 used in this Agreement means a calendar day. A “business day” is a day when the banks
13 in the Town of Breckenridge, Colorado are open for business.
- 14 36. Section Headings. Section and subsection headings are inserted for convenience only
15 and in no way limit or define the interpretation to be placed upon this Agreement.
- 16 37. Authority. The individuals executing this Agreement on behalf of each of the Parties
17 represent to the other Party that they have all requisite powers and authority to cause the
18 Party for whom they have signed to enter into this Agreement, and to bind such Party to
19 fully perform its obligations as set forth in this Agreement.
- 20 38. No Adverse Construction. Both Parties acknowledge having had the opportunity to
21 participate in the drafting of this Agreement. This Agreement is not to be construed
22 against either Party based upon authorship.
- 23 39. Incorporation of Exhibits. All exhibits referred to in this Agreement are attached to and
24 incorporated into this Agreement by reference.
- 25 40. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties
26 and their respective successor governing boards.
- 27 41. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-
28 203(1), C.R.S., this Agreement will not become effective unless and until it has been
29 approved by the governing bodies of both the Town and the County, or by such persons
30 as has the power to approve this Agreement on behalf of the Town and the County.

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INTERGOVERNMENTAL AGREEMENT

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich
Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By: _____
Tamara Pogue, Chair

ATTEST:

Clerk and Recorder, and ex-officio
clerk to the Board of the County Commissioners

EXHIBIT "A"
TO
INTERGOVERNMENTAL AGREEMENT
(Justice Center Workforce Housing Project)

Legal Description of the Property

**LOT 4, BLOCK 1, PARKWAY CENTER SUBDIVISION FILING NO. 1 AMENDED,
ACCORDING TO THE PLAT FILED JULY 26, 1985 UNDER RECEPTION NO. 300636,
COUNTY OF SUMMIT, STATE OF COLORADO**



Memo

To: Town Council
From: Town Attorney
Date: January 11, 2022
Subject: Compensation of Municipal Prosecutor

Per the Town of Breckenridge Charter, Article VIII, set forth below in its entirety, the Town Council has the authority to approve any assistants of the Town Attorney and must establish the compensation of any such assistants.

Article VIII: Legal And Judiciary

Section 8.1: Town Attorney

The council shall appoint a town attorney to serve at the pleasure of the council. He shall be an attorney-at-law admitted to practice in Colorado. The town attorney shall be the **legal representative of the town** and he shall **advise the council and town officials** in matters relating to their official powers and duties and **perform such other duties as council may prescribe by ordinance or resolution**. The council may provide the town attorney such assistants as council may deem necessary, and may upon his own motion or upon request of the town attorney in special cases employ **special counsel** to serve under the direction of the town council. Council shall establish compensation for the town attorney, his assistants and special counsel.

Section 8.1 of the Charter assigns the following duties to the Town Attorney: 1) to serve as the legal representative of the Town; 2) to serve as the legal advisor to the council and town officials relating to matters within the scope of their duties; 3) any duties as prescribed by ordinance or resolution; and 4) to request special counsel in circumstances where the Town Attorney believes there is a need in special cases.

Section 8.1 further provides that: “The council may provide the town attorney such assistants as council may deem necessary” With respect to the Town Attorney’s duty as the legal representative of the Town, the Town Attorney oversees the prosecution of both criminal and noncriminal infractions. Historically, the Town Council has provided the Town Attorney with one assistant who performs the function of municipal prosecution. The Town Attorney is requesting that Council approve the continued service of Bob Gregory in 2022 and is recommending a nominal increase in his compensation as set forth in the attached resolution.

RESOLUTION NO. __

SERIES 2022

A RESOLUTION PROVIDING TOWN ATTORNEY ASSISTANT FOR MUNICIPAL PROSECUTION AND ESTABLISHING RATES

WHEREAS, the Town Charter, Article VIII, entitled Legal and Judiciary, Section 8.1, provides, among other things, that the Town Attorney shall serve as the legal representative of the Town;

WHEREAS, the Town Charter further states that the Town Council must approve any assistants of the Town Attorney and establish their compensation;

WHEREAS, the Town Council has deemed it necessary for the Town Attorney to be provided an assistant attorney to represent the Town in municipal prosecution of criminal and noncriminal infractions ("Municipal Prosecutor");

WHEREAS, the Municipal Prosecutor shall further provide prosecutorial services for disciplinary actions against liquor licensees before the Town of Breckenridge Liquor Licensing Authority and to prosecute disciplinary actions against marijuana licensees before the Town of Breckenridge Marijuana Licensing Authority;

WHEREAS, the Town of Breckenridge approves the continued retention of WEST HUNTLEY GREGORY PC for 2022;

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

Section 1. The Town Council hereby provides for a municipal prosecutor under the terms of conditions established by the Town Attorney;

Section 2. The Town Council hereby establishes the hourly rate of \$137.16 of the Town Prosecutor.

RESOLUTION ADOPTED AND APPROVED this 11th day of January, 2022.

ATTEST:

TOWN OF BRECKENRIDGE

Helen J. Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

APPROVED IN FORM

Town Attorney

Date



**TOWN OF BRECKENRIDGE
TRANSIT**

DATE: January 5th, 2022

TO: Breckenridge Town Council

CC: Rick Holman, Shannon Haynes, James Phelps

FROM: Free Ride

RE: Free Ride Ridership Numbers – December 2021

The Free Ride is operating winter service as of 12/3/2021. The numbers reflected below are a comparison of December 2019 over December 2021.

Route	2019		2021		Month		YTD	
	Dec	YTD	Dec	YTD	#'s	%	#'s	%
Black	5,280	75,635	6,300	56,620	1,020	19.3%	-19,015	-25.1%
Brown	49,495	253,865	51,647	51,647	2,152	4.3%	-202,218	-79.7%
Trolley	17,019	181,173	113	32,420	-16,906	-99.3%	-148,753	-82.1%
Purple	23,035	178,092	15,118	82,864	-7,917	-34.4%	-95,228	-53.5%
Yellow	79,423	394,105	74,131	74,131	-5,292	-6.7%	-319,974	-81.2%
Gray	0	207,811	0	390,627	0	N/A	182,816	88.0%
Airport Rd. Express	521	5,592	335	4,167	-186	N/A	-1,425	-25.5%
Chase Buses				15,638			15,638	100.0%
Special Event/Holiday	0	9,820	0	642			-9,178	-93.5%
TOTAL	174,252	1,306,093	147,644	708,818	-26,608	-15.3%	-597,275	-45.7%

HOUSING COMMITTEE MEETING MINUTES

12/14/2021
10:30 to Noon

AGENDA

10:30 to Noon

- Housing Helps as Incentives for Construction - verbal
- Higher Rent AMI for in Town Properties with Development Agreements - verbal
- Town as Cash Buyer (Vail Program) – verbal
- Review Town Apartment Budgets-provided to Committee for information only
- Wellington East Land for Potential Building Site*
- Cost for Properties by Program – See individual program details
- Lease 2 Locals Update
- Buy Down Update
- Housing Helps Update

NOTE: Committee Comments / Minutes from the 12/14/2021 meeting are highlighted in a text box on pertinent slides

* Added after agenda was posted

MEETING MINUTES-DEC 12 2021 MEETING

▪Housing Helps as Incentives for Construction

The Committee was supportive of using Housing Helps as an incentive for construction of new deed restricted units-ADUs, commercial conversions, new projects, etc. and would not consider this double dipping even though a DR would likely be required under the development code or a development permit. Staff will discuss with the County and incorporate this into the HH program guidelines. In addition, the Committee discussed increasing the amount of HH from 15% to up to 30% for better deed restriction (see additional notes under Housing Helps)

▪Higher Rent AMI for in Town Properties with Development Agreements.

The committee is supportive of a higher AMI rent cap (up to 100% AMI) on a case-by-case basis (based on location and cost incurred for new construction). This applies to new construction, ADUs, commercial conversions, etc.

▪Town as Cash Buyer (Vail Program)

The Town of Vail is coming in as a cash buyer for locals (currently with Town employees of Vail, but looking to expand), to help local buyers in very competitive market. The local purchases from the Town of Vail once acquired. These acquisitions are a type of buy down for the Town – purchase and, reduce cost and add a deed restriction. Then resell to the buyer that brought the property to the Town. We would need to set target prices on this if we moved forward with the program. Staff will continue to follow Vail as they proceed with the program outside of staff and will report back to the Committee.

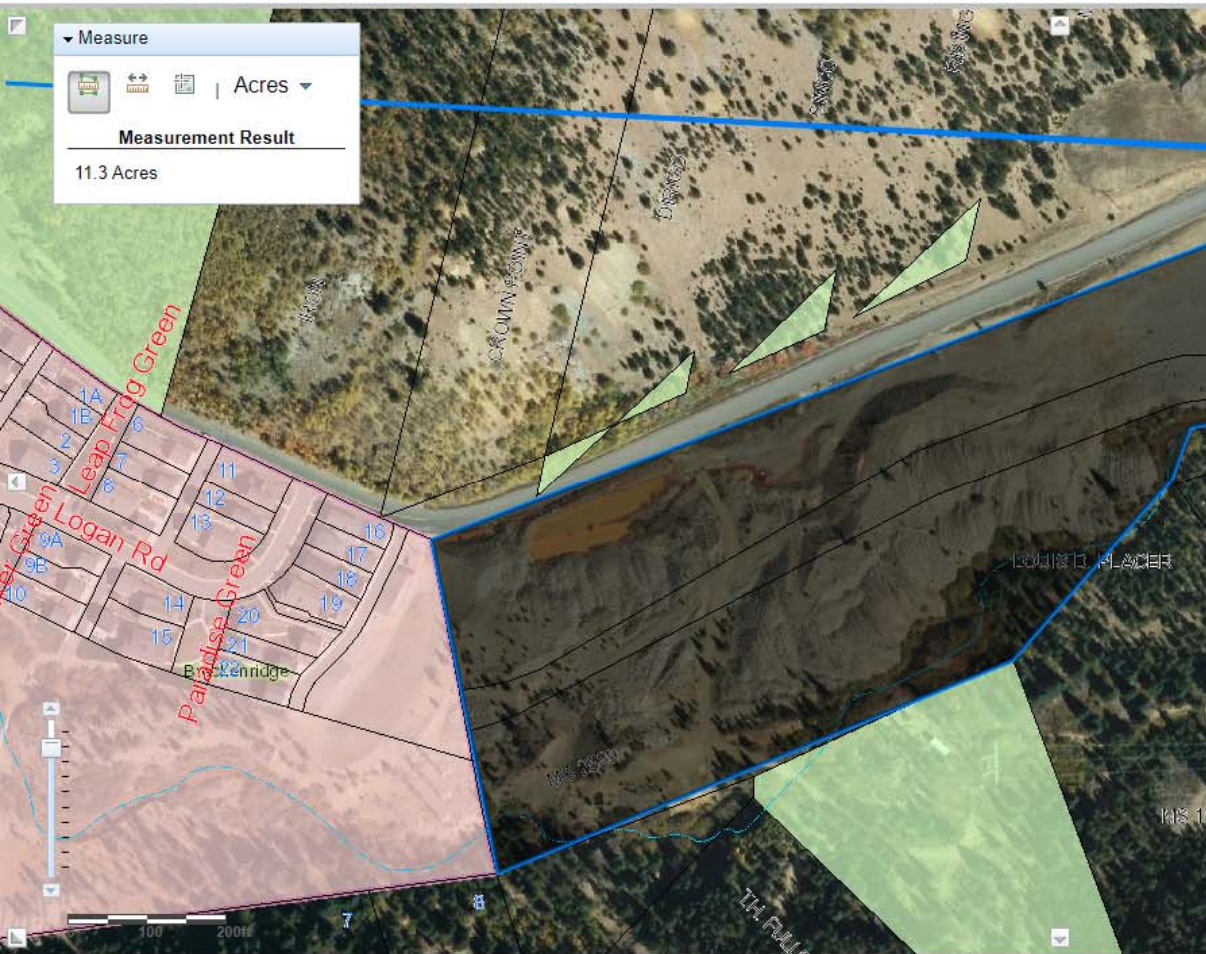
TOWN APARTMENT 2022 BUDGETS-OVERVIEW AND COMPARISON

Updated 12/13/21	Huron Landing-26 apartments (52 beds)					Pinewood 2-45 apartments (45 beds)				COTO (9 Town apartments) (*no rent increase yet)			
	initial lease up July 2017-all 2 bed units at \$1,550 and \$1,700 rent (76-83% AMI)				(*no rent increase yet)	initial lease up July 2016 studios and 1 beds at \$850-\$933 (54-56% AMI) *rent increase 2% in 2020				1 bedroom apartments (Town \$1,100 / County \$850)			
	2021 Budget	2021 Actual	2022 Budget	Per Unit Avg.	Per bedroom Avg	2021 Budget	2021 Actual	2022 Budget	Per Unit Avg.	2021 Budget	2021 Actual	2022 Budget	Per Unit Avg.
Rental Income	\$497,225		\$501,115	\$19,273.65	\$9,636.83	\$480,389		\$488,500	\$10,855.56	\$111,144		\$111,409	\$12,378.78
Other Income	\$12,010		\$11,813	\$454.35	\$227.17	\$1,176		\$3,405	\$75.67	\$3,407		\$1,690	\$187.78
Total Income	\$509,235		\$512,928	\$19,728.00	\$9,864.00	\$481,565		\$491,905	\$10,931.22	\$114,551		\$113,099	\$12,566.56
Administrative	\$41,652		\$41,509	\$1,596.50	\$798.25	\$54,003		\$52,260	\$1,161.33	\$22,328		\$22,712	\$2,523.56
Payroll	\$41,256		\$42,163	\$1,621.65	\$810.83	\$69,343		\$70,476	\$1,566.13	\$14,325		\$14,274	\$1,586.00
HVAC/ Plumbing	\$1,805		\$875	\$33.65	\$16.83	\$3,150		\$1,600	\$35.56	\$425		\$965	\$107.22
Grounds-Landscape	\$2,750		\$3,550	\$136.54	\$68.27	\$4,840		\$4,700	\$104.44	\$1,450		\$1,650	\$183.33
Grounds-Snow	\$11,300		\$9,400	\$361.54	\$180.77	\$15,400		\$16,300	\$362.22	\$5,700		\$3,550	\$394.44
Grounds-Trash	\$10,020		\$10,500	\$403.85	\$201.92	\$9,600		\$9,840	\$218.67	\$3,450		\$3,590	\$398.89
Grounds-Pest	\$300		\$0	\$0.00	\$0.00	\$0		\$0	\$0.00	\$150		\$0	\$0.00
Grounds-Pet Waste	\$360		\$0	\$0.00	\$0.00	\$0		\$0	\$0.00	\$150		\$0	\$0.00
General R&M	\$7,170		\$10,895	\$419.04	\$209.52	\$5,333		\$6,685	\$148.56	\$1,965		\$1,804	\$200.44
Utilities	\$49,219		\$50,950	\$1,959.62	\$979.81	\$62,800		\$66,400	\$1,475.56	\$12,450		\$14,062	\$1,562.44
Janitorial	\$10,560		\$13,200	\$507.69	\$253.85	\$9,540		\$12,400	\$275.56	\$4,487		\$6,495	\$721.67
Taxes	\$0		\$0	\$0.00	\$0.00				\$0.00				\$0.00
Insurance	\$13,008		\$12,732	\$489.69	\$244.85	\$23,712		\$25,752	\$572.27	\$3,294		\$5,022	\$558.00
Total Expenses	\$189,400		\$195,774	\$7,529.77	\$3,764.88	\$257,721		\$266,413	\$5,920.29	\$70,174		\$74,124	\$8,236.00
NOI	\$319,835		\$317,154	\$12,198.23	\$6,099.12	\$223,844		\$225,492	\$5,010.93	\$44,378		\$38,975	\$4,330.56
Owner Expenses	\$9,400		\$9,500	\$365.38	\$182.69	\$4,300		\$4,515	\$100.33				\$0.00
Land Lease													
Replacement Reserves	\$9,820		\$12,720	\$489.23	\$188.85	\$7,500		\$19,000	\$422.22	\$2,050		\$5,577	\$619.67
Notes:	Huron Landing Authority approved a small increase to be phased in during 2022 renewals or new leases. Rents will move to \$1,600 / \$1750					Corum has requested a rent increase - Studios from \$867 to \$890 and 1-bedrooms from \$933 to \$960. This is due to no increases in 2020 due to Covid and to cover large increases in maintenance supplies and labor fees. Most Corum properties are seeing an 8% increase in 2022				Corum has requested a rent increase - from \$1,100 to \$1,150. The County has agreed to go from \$950 to \$1,000 for 2022. HR would prefer not to increase rent, but also realizes the need to cover costs and increased expenses in the property			

The committee reviewed the apartment budgets and approved/agreed with the requested \$50 per month increase in rent for Huron Landing and Coto Flat along with the proposed increase for Pinewood 2. The increases keep the rents in line with proposed AMI targets of 80% at Huron, 60% at PW2 and 70% at Coto. The increases will be phased as leases renew in 2022.

WELLINGTON EAST PROPERTY

As staff looks for opportunities to expand local housing, the area up French Gulch past the Wellington Neighborhood, just past the bus turn-around was suggested as an option. This land is currently designated as open space and is owned by the Town/County. This is not the most desirable area for open space as it is a rock pile. This is just over 11 acres. The Committee agreed that the site could be a potential housing site, but it is very low priority because of the location up Wellington Rd and the complications of the ownership. There was some interest in possibly designating this area for development in return for designating significant land on McCain for open space. **Staff subsequently determined that the open space designation was related to the Golden Horseshoe Federal Consent Decree, so altering the use would be a complicated process therefore this is very low priority consideration not to be pursued at this time.**



BUY DOWNS COST UPDATE

Summary-Housing Program and Construction-BUY DOWN PROGRAM-December 2021								
		Paid	Sale Price	% Buy Down	Total Cost of Buy	Sold	Cost per Bedroom	AMI at Sale
2019 Acquisitions								
HR*	Val Disere 111	335,000						
sold	Wildflower H201	265,000	239,900	10%	\$45,281.65	11/30/2020	\$45,281.65	85%
sold	Gold Camp 68	430,000	375,000	15%	\$73,072.44	11/13/2019	\$36,536.22	119%
sold	Gold Camp 132	445,000	385,000	16%	\$74,859.15	11/27/2019	\$37,429.58	122%
sold	Now Colorado A8	305,000	274,500	11%	\$39,795.00	7/21/2021	\$19,987.50	77%
sold	Now Colorado D2	329,000	278,000	18%	\$74,416.46	11/25/2020	\$37,208.23	79%
sold	Now Colorado E8	339,900	288,150	18%	\$92,289.50	6/3/2021	\$46,144.75	81%
sold	Highlands Green 117	395,000	350,000	13%	\$60,334.13	12/13/2019	\$60,334.13	156%
sold	Long Branch 219	405,000	338,000	20%	\$117,994.84	9/25/2020	\$117,994.84	120%
sold	Gold Camp L163	<u>405,000</u>	<u>389,000</u>	<u>4%</u>	<u>\$35,112.19</u>	12/31/2019	<u>\$17,556.10</u>	<u>123%</u>
	<i>2019 average</i>	<i>365,390</i>	<i>324,172</i>	<i>14%</i>	<i>\$68,128.37</i>		<i>\$46,497.00</i>	<i>107%</i>
					<i>\$613,155.36</i>			
2020 Acquisitions								
contract*	Gold Camp I120	\$440,000	\$475,000	-7%	(\$15,400.00)	1/10/2022	-7,700.00	133%
for sale	Highlands Green 205	\$400,000						
B Create	Highlands Green 309	\$400,000						
2021 Acquisitions								
Rented	French Creek-145 Bu	675,000						
HR	Sky Park 207	420,000						
HR	Val Disere 207	425,000						
sold*	French Creek-64 Reili	600,000	480,000	25%	\$144,947.00	10/28/2021	\$72,473.80	134%
contract*	Gold Camp E90	650,000	475,000	37%	\$189,000.00	1/14/2022	\$94,500.00	133%
contract*	High Tor #8	612,500	450,000	36%	\$173,500.00	1/19/2022	\$57,833.33	126%
HR	841 Fairview	1,125,000						
sold	820 Kingdom Park	775,000	775,000			12/3/2021		
for sale	Gold Camp E42	725,000						
HR	850 Kingdom Park	849,999						
sold*	Peak 8 Village-B6	658,500	475,000	39%	\$183,500.00	12/21/2021	\$91,750.00	133%
for sale	Gold Camp C66	<u>650,000</u>						
	<i>2021 average</i>	<i>680,500</i>	<i>531,000</i>	<i>34%</i>	<i>\$172,736.75</i>		<i>\$79,139.28</i>	<i>132%</i>
** include price reduction, carry cost, repairs, and sales expense					\$690,947.00			

This chart shows the cost for Buy Downs over time. In 2019 we were paying an average of \$365k per unit, in 2021 we are paying an average of \$680k. This cost of acquiring a unit is up almost double. We expect that acquisition cost to remain high.

Total average cost of a buy down in 2019 was \$68k- that increased to \$172k by 2021 (Total cost includes the buy down amount plus repairs, HOA, utilities etc.-all costs that go into buying, carrying and repairs). Average AMI at resale was about 107% AMI in 2019- that has increased to 132% in 2021.

It was noted that the Town has acquired 25 units. We have sold 11, 4 are under contact, 7 are rented-HR, and 3 are available for sale. **It should be noted that subsequent to this meeting the Town entered a contract to acquire 1 additional unit**

HOUSING HELPS UPDATE

Properties Funded – 26

Properties Approved, not yet funded – 5

Applications Currently Under Review – 3

Applications Deferred – 7

Applications Denied or Withdrawn – 51

Total Applications since program beginning – 92

Average Cost per Acquisition - \$83,398 with a cost per bedroom of \$30,540

Total Expenditure is \$2,168,372

\$1,958,448 split with County. Town Share is \$979,224 at a cost per acquisition of \$42,574

In-Town acquisitions total \$209,924 at a cost per acquisition of \$69,974

Housing Helps has been very busy and is an efficient use of Town funds. On average HH deed restrictions cost about \$83K per unit (and many are split with the County)

The Committee discussed a higher amount for Housing Helps in the future as Buy Downs are running 30-35% discount on the resale price. The committee supported increasing the HH from 15% to up to 30% depending on the level of deed restriction. This will be vetted further by staff and included in updated Program Guidelines. It should also be noted that the deed restriction does include a ROFR for the Town for both Buy Down and HHs properties.

It was noted that new construction is now approximately \$400k to \$500k per unit.

Given the cost of Buy Downs, Housing Helps, and new construction the committee was very supportive of continuing to utilize HH and buy downs when ever possible.



LEASE 2 LOCALS UPDATE

Lease 2 Locals update – we have completed 6 agreements for Town properties and 5 in the Upper Blue Basin:

- 4, 1-bedroom
- 5, 2-bedroom
- 2, 3-bedroom

- 5 for 12-months
- 6 for 6-months

This is information provided up to 11/30/2021. More rentals will be added before the end of the year. The numbers here are actual, finalized properties. There are several more in the pipeline. The tenants and homeowners are happy with the program.

Website Landing Page






Property Owners Property Managers Renters



Postcard Front



HOW THE PROGRAM WORKS:

-  Town of Breckenridge property owners can earn up to \$24,000 by converting their short-term rent into a long-term rental for the local workforce.
-  To qualify, property owners need to rent to tenants who work locally and sign a minimum of a five month lease.
-  **This is a pilot program that runs through April 2022, but the highest incentives are paid to leases signed for this winter.**

VISIT LeaseToLocals.co
CALL (970) 406-4519

Scan to learn more



Escanea para más información

Postcard Back

Housing Sites/Opportunities/Supply Pipeline									
12/10/2021									
Projects and Land:									
	Location	Size	Type	Units	Beds	Timing	Town Owned	Notes	
<u>Underway/in process:</u>									
Alta Verde	McCain	4.5 acres	Rentals	80	124	2022	Yes	complete 2023	
B 11-Employee Housing	Block 11	2 acres	Rentals	27	27	2022	Yes	complete 2023	
Berlin Placer	Boreas Pass	NA	Townhomes	2	8	2022	Buy Down	complete 2024	
Alta Verde 2	McCain	9 acres	Rentals	200	500	2023	Yes	complete 2024	
Miller/Braddock Phase 1	Stan Miller Dr	14 acres	Duplexes	22	TBD	TBD	Private	TBD	
<u>Future Priorities:</u>									
Public Works Site	Public Works	7.1 acres	Rentals	60	TBD	TBD	Yes	Need Master Plan	
Balance of Block 11	Block 11	16.5 +/-acres	Lower Density-sale easements	100-TBD	TBD	TBD	Yes	Need Master Plan	
Tract C-Blk 11 (skier parking)	Block 11	8.7 acres						easements	
Miller/ Braddock Phase 2	Stan Miller Dr	20 acres	sale/rentals	83	TBD	TBD	Private	per AA 40 rentals/43 sale	
<u>Other consideration/opportunities:</u>									
* Justice Center	Justice Center	1.6 acres	Rentals	TBD	TBD	TBD	County	MOU with County	
Vacated ROW south of MSS	Hwy 9	.25 acres	micro-units	TBD	TBD	TBD	Yes	Needs Fit Test	
Rodeo Grounds/Ice Rink	Boreas Pass Rd	TBD	TBD	TBD	TBD	TBD	Yes	Needs Master Plan	
Stillson/Stables	Wellington Rd	TBD	TBD	TBD	TBD	TBD	Yes	Needs Master Plan	
Gateway Property	Hwy 9	TBD	TBD	TBD	TBD	TBD	Yes	Needs Master Plan	
F& D Placer-reservoir/lodge/intel	Snowy Ridge Rd	TBD	dorms-TBD	TBD	TBD	TBD	Yes	Needs Master Plan	
Peak 7-Forest Service Triangle	Airport Road	TBD	TBD	TBD	TBD	TBD	Forest Service	Possible Land Trade	
Surface Parking Lots-Town	various	TBD	TBD	TBD	TBD	TBD	Yes		
Rec Center	Airport Road	TBD	TBD	TBD	TBD	TBD	Yes		
Tract E-Shores	Stan Miller Dr	.43 acres	micro-units	TBD	TBD	TBD	No	Talk to owner/fit test	
Lot 1 Gold King Country Boy	Warriors Mark	1.4 acres	Rentals	14 +/-	TBD	TBD	No	Annexation Opportunity/slopes	
Ski and Racquet Site									
CMC Property									
Kings Ridge	Beaver Run	TBD	Rentals	TBD	TBD	TBD	No	Development Agreement	
Any other government owned land	TBD	TBD	TBD	TBD	TBD	TBD	Yes		
Swans Nest Open Space	Revetts Dr	5.32	TBD	TBD	TBD	TBD	County	Open Space	
Any other vacant land	TBD	TBD	TBD	TBD	TBD	TBD	No	Partnership Opportunites	
Block 6-Warriors Mark	TBD	TBD	TBD	TBD	TBD	TBD	No		
324 S. Main-Matheus Watch	TBD	TBD	TBD	TBD	TBD	TBD	No	Followed up	
Continental Court (Nolt)	TBD	TBD	TBD	TBD	TBD	TBD	No		
NRO - Block 11	TBD	TBD	TBD	TBD	TBD	TBD	No	Discussed with committee, no support at this time	
David Jeffries-site to be determin	TBD						No	Communal living	
Burke-1377 Broken Lance	1377 Broken Lance						No	Communal living/ADU-advised to utilize L2L	
160 E. Adams Unit 6A- Big Sky Bldg							No	convert commercial to residential	
Fred Ebert-Airport Road	970 390 0036						No	per com Dev too close to marijuana dispensary-cannot c	
Big Sky Bldg-Mark Hogan	453-6880							convert commercial to residential	
Vlad Pegtyarev- no site yet								modular	
Wellington East	Wellington Rd	11 acres +/-						Currently Town / County open space. Consider buyout?	

The list of potential projects is provided to the Committee at each meeting. Staff will continue to review the pipeline and prioritize sites with a continued goal of providing a diversity of housing types and price points.



Memo

To: Breckenridge Town Council Members
From: Austyn Dineen
Date: January 11, 2022
Subject: January 5, 2022 Child Care Advisory Meeting Report

The Child Care Advisory Committee held a regular meeting on January 5, 2022. Committee members present via GoToMeeting: Greta Shackelford, Laura Amedro, Scott Perlow, Leslie Davis, Jay Homola, Johanna Gibbs, and Kelly Owens. Staff from the Town of Breckenridge included Austyn Dineen, Mark Truckey, Laurie Best, and Corrie Burr. Britton Fossett joined as a guest.

Center Update

With the most recent surge of covid cases, especially after holiday travel, TLC currently has multiple classes closed and, due to lack of staffing in relation to covid cases, they are faced with potentially closing a wing of the school. LRSB has nine confirmed covid cases and may need to close later this week due to staffing (currently being discussed with their board). Both TLC and LRSB are serial testing among staff as much as testing supplies are available. Breckenridge Montessori just reopened after a two week break (not covid related) and one teacher (out of three) out with a confirmed positive case. Public Health has limited resources and is not able to offer as much assistance as they once could to the centers.

Covid Surge Support

The committee further discussed what the centers needed during this challenging time. Both TLC and LRSB said that the families are really struggling this time around – there are rooms that have been closed nearly the entire month and families are still expected to pay full tuition. The centers would like to help the families by applying a blanket 25% discount on the February invoice so families find some relief. Staff informed the committee that Early Childhood Options (ECO) is having the same conversation on a county-wide level which could result in additional support to families / centers.

The committee recommends that Town Council issue a one-time assistance from the child care tuition assistance budget to the centers for them to pass on to families that are currently hit hard. Due to compounding of reasons, that budget is currently down nearly 30% in 2021. The total ask is estimated at \$60,000 and reflects 25% of total invoicing for the four centers for January to be reflected in February. Open Arms is not included in this figure as they currently don't have any

families on tuition assistance and/or have not completed on-boarding. The committee also expressed the importance of communicating to families through the centers why this is happening so they understand how much they mean to our community. Staff will work on some communication that can go out to all families through the centers.

Corrie reminded the committee of the emergency funds still available for families. In November, 2020, Town Council allocated \$25,000 to family relief during closures / quarantines and \$50,000 for centers to ensure all staff continue to get paid through closures / quarantines. We have used approximately \$20,000 of this fund, all for family relief. Corrie and Austyn will remind all centers of this fund to continue to support families and staff.

Revisiting Potential Child Care Tuition Assistance Parameters

Staff led the committee in a discussion about the parameters of the tuition assistance program. With conversations around tuition assistance going county-wide, staff wanted the temperature from the committee on what parameters of tuition assistance are the most important to the program. Staff presented survey results from families on in 2020/2021 that was collected in December, economic indicators (own and rent home prices, AMI, cost of living data) from when the program was created in 2007 compared to 2021, and family out of pocket expenses. The committee discussed lowering the target of 13-16% of gross income spent on child care expense to get closer the U.S. Department of Health and Human Services (HHS) recommendation of 7% of their income. The committee also discussed a tiered approach where, if a family makes over 150% AMI, they would qualify for 13-16%, but if a family made less than 150% AMI, they would qualify for 10-13%. This will be discussed in further detail in the March meeting for potentially 2022/2023 cycle that starts in September 2022.

With the child care tuition assistance budget being approximately down by 35% YOY due to many commanding reasons (centers being only able to enroll families at less days, families moving away, etc.), the committee is recommending dropping the tuition assistance from 13-16% of gross income spent on child care expenses to 10-13% for the remainder of the 2021/2022 tuition cycle to help more families now to ensure we don't lose more of our workforce due to covid closures at ECE centers. This would be considered a covid-related, temporary change in the program and does not have a huge financial implication to the budget (estimated around \$50,000).

Early Childhood Options Enrollment and Waitlist Data

The committee didn't have enough time to review Early Childhood Options (ECO) waitlist data and will review at the next meeting. It's it included for your review.

Next meeting is on March 2, at 10:30 am via GoToMeeting.

Adjourned at 12:07 p.m

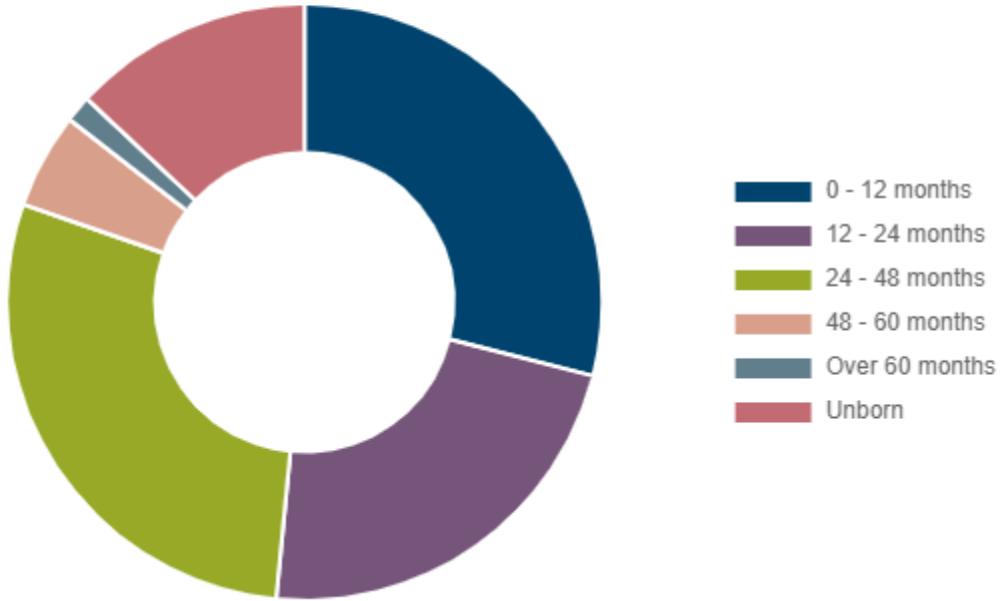
Staff will be available at the Town Council meeting for questions.

DEMAND DATA

Children On Waitlist, By Age i

FILTER BY:

ALL FAMILIES ▾



ALL COUNTY 12 Programs	
0-12 Months	162
12-24 months	126
24-48 months	161
48-60 months	29
Over 60 months	8
Unborn	73

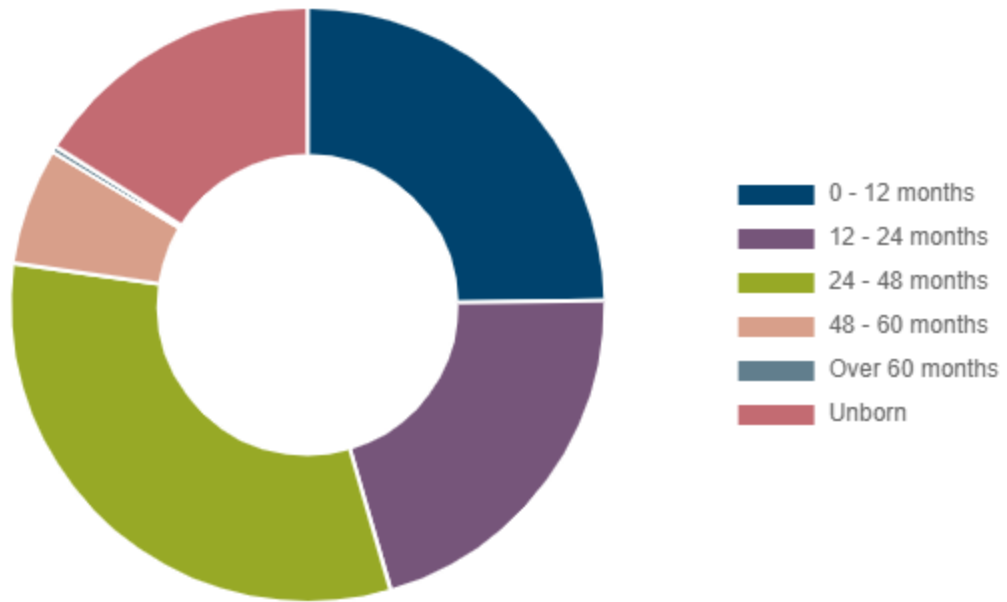
Info: Number of children actively on a waitlist, per age range. This is a county of children, so they are not duplicated if they appear on more than one waitlist.

DEMAND DATA

Children On Waitlist, By Age i

FILTER BY:

ALL FAMILIES ▾



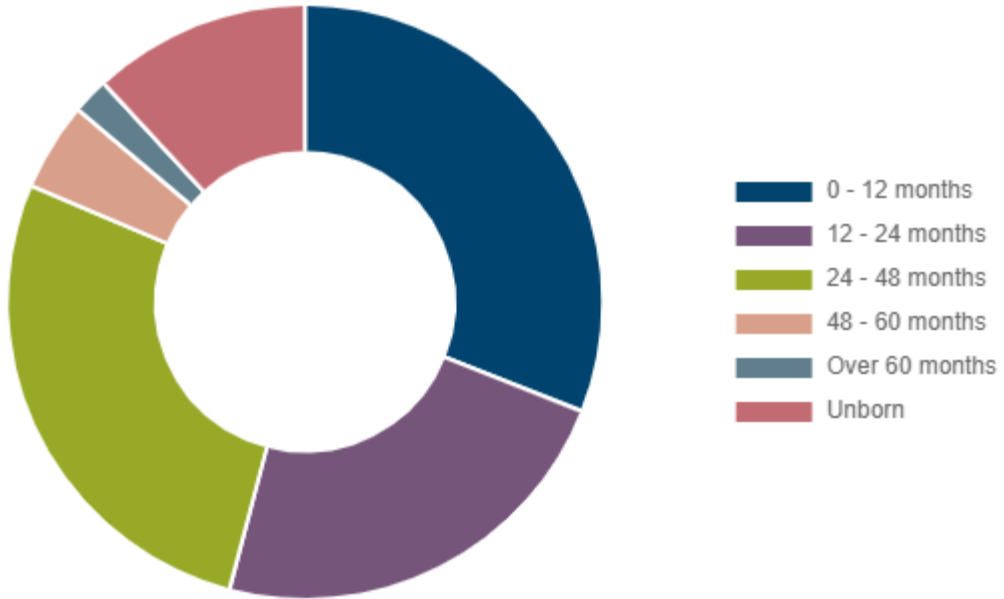
North County 7 Programs	
0-12 Months	74
12-24 months	62
24-48 months	95
48-60 months	19
Over 60 months	1
Unborn	48

DEMAND DATA

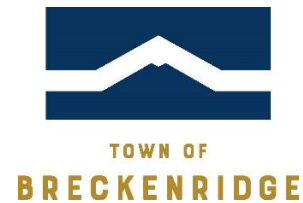
Children On Waitlist, By Age i

FILTER BY:

ALL FAMILIES ▾



South County 5 Programs	
0-12 Months	110
12-24 months	82
24-48 months	97
48-60 months	17
Over 60 months	7
Unborn	42



Memo

To: Breckenridge Town Council Members
From: Rick Holman, Town Manager
Date: 1/5/2022
Subject: Committee Reports

Police Advisory Committee **January 5, 2022** **Chief Jim Baird**
2021 Community Representatives in attendance: Hal Vatcher, Dick Carlton, Dave Askeland, Jennifer McAtamney, Carrie Balma, Phil Gallagher and Jeff Chabot.

Chief Baird and PAC members discussed the following:

- **Staffing:** We have five open police officer positions with two conditional offers out. We have one open CSO position that potentially will fill soon. We hired one Trainee to attend the Glenwood Academy January 17. We are currently conducting interviews for the Breckenridge CMC Academy starting in May.
- **Covid Closures:** Essential staff only in Town buildings at this time due to spike in Covid numbers. Hopefully Omicron spike burns out quickly.
- **Crime Stats:** Chief Baird gave an overview of the crime statistics for 2021 and showed comparisons to previous years.
- **2021 Use of Force Incidents:** AC Gress gave an overview on Use of Force Incidents, 7 for the year and 2 Citizen Complaints, one unfounded and one sustained. He also advised the group he received seven phone calls/letters with compliments for officers from citizens, some of whom had been arrested.
- **Recommendation:** Schedule SMART team presentation for the next PAC meeting.
- **Next meeting:** Scheduled for March 2, 2022.

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	No Meeting/Report
Police Advisory Committee	Chief Jim Baird	Included
Recreation Advisory Committee	Scott Reid	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Communications	TBD	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: 1/5/2022
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on Wednesday, January 5, 2022. Below you will find the meeting minutes.

Minutes
Breckenridge Events Committee
Wednesday, Jan 5, 2022
Right event, right time, right result

Attending: Todd Rankin, Carol Saade, Lucy Kay, Shannon Haynes, Carrie Benefiel, Jack Wolfe, Chase Banachowski, Dave Feller, Dennis Lucero

Guests: Sarah Wetmore, Tamara Park, Majai Bailey, Deb Edwards, Hal Vatcher, Brian Balok, Kat Slaughter, Scott Jackman, Lauren Swanson, Tessa Breder, Hannah Schneider, Mallory Gemlo, Jon Dorr, Carol Craig, Tina Cunningham, Kat Slaughter

- I. **Todd Rankin called the meeting to order at 9am.**
 - a A motion was made to approve the Dec. 1, 2021, minutes.
M/S/P

- II. **Upcoming Events Discussion**
 - a Jan. 2021 International Snow Sculpture Competition (ISSC) – Carving Jan. 24-28, Viewing Jan 28 – Feb 2
 - Friday, Jan 7 deadline for go-no-go decision based on number of teams that confirm travel arrangements. Event will move forward if able to confirm at least five teams.
 - RWC closed to public throughout event– no warming hut/museum. Public attending award ceremony Fri, Jan 28 5:30pm-7:30pm required to adhere to RWC Covid protocols and present proof of Vaccination.
 - Plan to implement one-way pedestrian traffic. Also considering timed reservations. Will make decision on implementing reservations based on final format (number of Sculptures).
 - Plan to convene the Parking and Transit advisory group next week to review action plan.
 - Staying fluid and ready to pivot with changing Covid climate. Event will adhere to all Town/County/State/Venue Covid protocols. Plan to also connect with Summit County Public Health to see if there are any additional public health recommendations to be aware of.
 - b MTN 2030 – Sept of 2022

- Working on a memorandum of understanding (MOU) with MTN 2022 organizers and Park City Community Foundation, the sponsoring organization for the event. Contracted Carol Craig to help oversee production.

III. Pending SEPA

- a Summer 2022 – Rocky Mountain Events plans to return to their traditional event line up in Main Street Station and VAB. They are currently working with their vendors to adhere to all Covid health and safety protocols.
 - Breckenridge Sunday Market – Sundays, June 12 – Sept 4
 - Breckenridge Food & Wine – July 29-31
 - Breckenridge Hogfest – Aug 26-27
 - Breckenridge Strings, Ciders, Sours – Sep 16-18

IV. General Updates and Discussions

- a BEC Vacancies - Guidelines for choosing a Chair & Vice Chair; BEC at large seat; establishing BEC Rules & Regs
 - Need to address two potential upcoming BEC vacancies including role of Chair.
 - Resolution creating the BEC allows for 12 total committee members and specifies ten committee members by organization. Of that list, the Breckenridge Arts Coalition no longer exists so resolution will need to be updated. Good time to make some other changes as well.
 - Looking to have an at large arts position to fill role of Breckenridge Arts Coalition on the committee.
 - The Town would like to come up with a more formal standardized process for filling seats on all ToB committees. Looking to loop the BEC into that process to be similar in how we recruit for vacancies.
 - Discussion on Chair and Vice Chair – Should roles be selected from the committee or be limited to individuals without vested interest in events?
 - Committee agreed on preference toward individual without a vested interest but if someone like that is not available Chair/Vice Chair will be selected from the committee.
 - BEC Rules & Regs
 - Looking to develop Rules & Regulations specific to the BEC (currently only exist for SEPA process). Shannon will share rough draft with group for review including proposed language for Chair and Vice Chair selection.
 - Committee discussed adding a restaurant seat in addition to the existing two at large seats. The current resolution allows for up to twelve members. The Committee agreed that increasing that number to 13 would improve ability to include more of a community voice.

V. Review Past Events

- a Dec 4. Lighting of Breckenridge – BTO
 - The Race of the Santa’s saw over a thousand registrants. Compliments to the Rec Center Staff’s management of the race logistics. Overall, event was very well received.
- b Dec. 9-17 Ullr Fest – BTO
 - Implemented Community Selection Committee for King and Queen. Will carry forward in future years. BTO expressed gratitude for the amazing effort Town Staff put into to making the bonfire happen at the last minute. Overall, very successful.
 - Events hosted at the Ice Rink saw amazing attendance with the majority selling out.

VI. Review Agenda Items for next BEC Meeting – Feb. 2, 2022

- a BEC Vacancies - Guidelines for choosing a Chair & Vice Chair; filling BEC at large seat; establishing BEC Rules & Regs
- b Pride - Open conversation on what we want to do if anything going forward.

VII. The meeting adjourned at 9:33

Memo

To: Mayor and Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Date: December 30, 2021 (for meeting of January 11, 2022)
Subject: Work Session: Exterior Food and Beverage Areas

The Town Council requested that staff create policy changes to regulate exterior food and beverage service areas due to the impacts created by the commercial areas such as employee generation, lighting, increased water use and parking needs. None of these impacts from the outdoor usage are currently required to be mitigated in the Town code. However, the code does require mitigation of these impacts for indoor food and beverage service areas. Staff reviewed the first draft of the proposed code changes with Town Council at the November 23 meeting.

Primary code changes (shown in red in the attachment) since the November 23 Town Council meeting include:

1. Removed the density requirement.
2. Modified the definition of exterior food and beverage areas to exempt areas 200 sq. ft. or less from employee generation requirements of Policy 24R, parking and water plant investment fees.
3. Added a Class D minor process for exterior food and beverage areas 200 sq. ft. and less.
4. Added an example calculation of exterior food and beverage in Policy 24R.
5. Added Policy 33A modifications to allow for one propane heat source per 250 sq. ft. of exterior dining area. Note the recommendation includes language prohibiting electric and infrared heat sources due to their lack of energy efficiency (see discussion below).
6. Added a requirement for bistro lights and decorative lighting (holiday) to be soft or warm LED bulbs rather than preferred to better conform to dark sky requirements, and
7. Added allowance for bistro lights to be up to 10 feet above a rooftop deck if screened on two sides, not highly visible from a right of way.

Outdoor Energy Use on Exterior Food and Beverage

At the previous work session, some Town Council members requested that staff research and address outdoor heat sources related to energy efficiency. After consulting with Jessie Burley, Sustainability and Parking Manager, her recommendation was to allow propane heat at one propane heater (47,000 BTU/20lb tank) per 250 square feet. The recommendation would not allow for electric or infrared heaters on new exterior food and beverage areas as they are less energy efficient. The detailed analysis is attached to this memo for reference. As Xcel Energy's grid decarbonizes over time, the electric heaters will become more attractive in the future and could be reevaluated at that time. Staff has included code changes which incorporate this recommendation as a modification to Policy 33A.

Staff however does have concerns with the permitting and enforcement of propane units as many are temporary and mobile in nature. Staff is also aware of restaurateurs that prefer wall or eave mounted electric heat sources as they are easier to use in comparison to propane tanks which have to be filled and moved occasionally.

Town Council Questions

Staff has the following questions for the Town Council:

1. Does the Town Council want to regulate the outdoor heat sources for exterior food and beverage areas?
2. Are there other changes that Council would like before first reading?

Jessie Burley, Sustainability and Parking Manager
November 30, 2021

Outdoor Heating Comparison

Assumptions:

500 sq ft of heated space
18 weeks of ski season (November 14-March 18)
126 days
2PM-10PM or 8 hrs/day
126 days
[CO2 emissions coefficients for different fuel types](#) (propane)
[Xcel Energy carbon intensities](#) (electric)

Propane Heater

47,000 BTU w/ 20lb tank
1 tank per 8 hours heats ~ 250 sq ft
2 tanks per 500 sq ft (allows for overlap of heated space per heater)
252 tanks for 126 days
4.6 gallons of propane per tank
1159.2 gallons of propane = 14,617.5 lbs CO2 emissions

14,617.5 lbs CO2 emissions =
16,663 miles driven in average passenger vehicle
746 gallons of gasoline burned
7,328 lbs coal burned
Would need **8.1 acres of US forest** to sequester that carbon for 1 year

Electric Heaters

1 heater per ~ 50 sq ft
10 heaters needed for 500 sq ft
1,800 watts per heater
14,400 watt hours/night * 10 heater for 126 days
18,144,000 watt hours or 18,144 kWh
18,144 kWh x 1.045 lbs CO2 = 18,960 lbs CO2 emissions

18,960 lbs CO2 emissions =
21,614 miles driven in average passenger vehicle
968 gallons of gasoline burned
9,506 lbs of coal burned
Would need **10.5 acres of US forest** to sequester carbon for 1 year

Staff recommendation is to allow for one propane heater (47,000 BTU/20lb tank) per 250 square feet.

As Xcel Energy's grid decarbonizes, the electric heaters will become more attractive in the future.

Section 9-1-5 DEFINITIONS

Exterior Food and Beverage Area: An exterior patio, deck, grass area, rooftop deck or other exterior area used for commercial food or beverage service not associated with a vendor cart per section 9-1-19-49A. Exterior Food and Beverage Areas are subject to absolute and relative policies within the code and ~~shall meet the following~~the following criteria shall apply:

1. **Within the Conservation District:**
 - a. **Meet the Handbook of Design Standards for the Conservation and Historic Districts.**
 - b. **Not exceed 30% of total lot area.**
 - c. **Must be located on the same property as the commercial building.**
 - d. ~~**Provide density for exterior food and beverage area.***~~
2. **Outside of the Conservation District:**
 - a. **Not exceed 30% of the total lot area.**
 - b. **Must be located on the same property as the commercial building.**
 - c. ~~**Provide density for exterior food and beverage area.***~~
3. ~~**Exterior food and beverage areas up to total initial area of 200 square feet are exempt from Policy 24 (Absolute) Social Community, Section 9-3-8 parking requirements and Title 12, Chapter 4, Section 12-4-10.**~~

~~***Exterior food and beverage areas are required to mitigate the intensity of use. Density for the area over 200 square feet, must be provided for at a rate of 50% of that required in Section 9-1-19-3A Density/Intensity. Transfers of density are allowed within the Conservation District for exterior food and beverage areas only.**~~

CLASS D MINOR DEVELOPMENT:

EE. Exterior Food and Beverage Areas a total initial area of 200 square feet or less.

CLASS C DEVELOPMENT: Any development which includes any of the following activities or elements:

K. Exterior Food and Beverage Areas over 200 square feet.

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

EMPLOYEE GENERATION: The total number of new employees that are generated by a development or change of intensity of use. Section 1. Subsection D of Section 9-1-19-24A, "Policy 24 (Absolute) Social Community," of the Breckenridge Town Code is amended by the addition of the following:

D. EMPLOYEE GENERATION AND MITIGATION RATES:

(1) The "Employee Generation Rates By Type of Use Table," below, shall be applied to each type of use listed in section (C)(2), above. For any use not listed, the Director shall determine the

applicable employee generation rate by consulting the Town's then-current current nexus study.

EMPLOYEE GENERATION RATES BY TYPE OF USE TABLE

Type of Use	Employee Generation Rate per GFA
Eating and drinking establishment/restaurants and bars*	10.2 employees per 1,000 square feet of area
<u>Exterior Food and Beverage Areas over 200 SF</u>	<u>5.1 employees per 1,000</u>

~~*Outdoor dining areas shall not be included in area calculation~~

(2) If an applicant submits competent evidence demonstrating that the employee generation rates contained in table "Employee Generation Rates By Type Of Use Table," above, do not accurately reflect the number of employees generated by the proposed development or change of intensity of use and the Planning Commission finds that such evidence warrants a deviation from those employee generation rates, the Planning Commission shall allow for such a deviation as the Planning Commission deems appropriate. The Town may, at its discretion, hire an independent third party consultant to verify the evidence provided by an applicant. The cost of such verification shall be paid or reimbursed by the applicant.

(3) Each development shall mitigate its impact on available employee housing by providing new employee housing for thirty five percent (35%) of the employees generated by the project, in accordance with the table "Employee Generation Rates By Type Of Use Table," above, and the requirements of this policy.

For example, for a new indoor eating and drinking establishment/restaurant and bar ~~for a development~~ proposing two thousand five hundred (2,500) square feet of new area ~~for an eating and drinking establishment/restaurant and bar~~, the required employee housing would be calculated as follows:

$([2,500 \text{ square feet}/1,000 \text{ square feet}] \times [10.2]) = 25.5 \text{ new employees generated} \times 35\% = 8.9 \text{ employees to be housed; and}$

New exterior food and beverage area of five hundred (500) square feet would require the following employee housing calculated as follows:

$([500 \text{ square feet}/1,000 \text{ square feet}] \times [5.1]) = 2.5 \text{ new employees generated} \times 35\% = 0.89 \text{ employees to be housed.}$

(4) If an increase in employee generation is caused by a change in the intensity of a use in existing square footage (e.g. retail to restaurant), the employee housing requirements of this policy shall apply to the difference of new employees generated (e.g. different between retail and restaurant employee generation rate).

9-1-19-33A: POLICY 33 (Absolute) ENERGY CONSERVATION:

Due to the excessive energy use and subsequent CO2 production of heating exterior food and beverage areas, it is necessary to place limitations on the number of new outdoor heat sources in order to protect the climate.

A. Outdoor heat source allowed per 250 square feet of Exterior Food and Beverage Area:

1. One propane heater (47,000 BTU/20lb tank).

Less energy efficient outdoor heat sources such as electric and infrared heat sources are not allowed.

CHAPTER 12 EXTERIOR LIGHTING REGULATIONS

Section 9-12-7 Definitions

BISTRO LIGHTS: A display of small white or clear bulbs on a string or tubes used to call attention and provide light and ambiance to an outdoor dining/bar area designated by the site plan **in Lighting Zone 1**. Bistro lights shall consist only of **downcast** light emitting diode (LED) bulbs. "Warm" or "soft" LED bulbs are ~~preferred~~ **required**.

DECORATIVE LIGHTING: Decorative string lighting that outlines a building or structure, **not to protrude from the upper wall plane or roof**; or decorative string lighting in trees; or decorative string lighting between commercial or mixed use buildings or to a post or structure forming a canopy over a walkway. Decorative lighting shall consist only of light emitting diode (LED) bulbs. "Warm" or "soft" LED bulbs are ~~preferred~~ **required**.

9-12-11: LIGHTING STANDARDS:

A. Lighting standards for LZ-1 (Downtown Overlay District Lighting Zone):

3. Bistro Lighting: Bistro lighting is permitted at an outdoor dining/bar area designated by the site plan to provide light and ambiance. Bistro lighting includes a temporary arrangement of lighting bulbs or tubing from May 1 through October 31 of the same year. At all other times bistro lighting is unlawful.

5. Maximum Fixture Height: Maximum fixture height as measured from finished grade:

Maximum Fixture Height: Maximum fixture height as measured from finished grade:

Residential	15 feet
Commercial	18 feet
Pedestrian pathways	10 feet

Upper story decks 7 feet above deck ~~(not allowed on roof top decks)~~

Eave overhangs (e.g., soffit) 10 feet

Eave overhangs (e.g., high soffits) Plus 1 foot for every 5 feet from edge of eave*

Bistro Lights 15 feet

Bistro Lights 10 feet above rooftop deck not highly visible from the right of way (e.g. rooftop deck screened on a minimum of two sides by wall, adjacent buildings, etc.)

Section 9-12-12 Lighting Standards for Specific Uses

9. Bistro Lights: Bistro lighting shall be extinguished by ten o'clock (10:00) P.M. or within one-half (1/2) hour after the close of business, whichever is later.

9-3-8: OFF STREET PARKING REQUIREMENT:

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

Land Use Category	Number Of Required Off Street Parking Spaces (Per TSF-GFA* Unless Otherwise Noted)
-------------------	--

Restaurant, sit down	3.5
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Exterior Food and Beverage area ~~over 200 SF~~ 1.75

*TSF-GFA = 1,000 square feet of gross floor area.

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

Land Use Category	Number Of Required Off Street Parking Spaces (Per TSF-GFA* Unless Otherwise Noted)
-------------------	--

Restaurants-sit down, breweries, and distilleries	1 per 125 square feet
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Restaurants-drive-in	1 per 100 square feet GFA
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Exterior Food and Beverage area ~~(over 200 sq. ft.)~~ 1 per 175 square feet GFA

TITLE 12 MUNICIPAL WATER SYSTEM

CHAPTER 4 WATER CHARGES

12-4-10: SCHEDULE OF SINGLE-FAMILY EQUIVALENTS (SFEs):

A. Schedule:

Water Use Class	SFE
Restaurants and lounges:	
Major retail food establishments and lounges, per 1,000 square feet of building space	3.75
Minor retail food establishments and lounges, per 800 square feet of building space	1.6
<u>Exterior Food and Beverage areas-(200 square feet exempt), per 800 square feet of area -</u>	<u>1.6</u>



Memo

To: Breckenridge Town Council Members
From: Austyn Dineen, Child Care and Housing Administrator
Date: 1/3/2022 (for January 11th meeting)
Subject: Breckenridge Child Care Advisory Committee Appointments

The Breckenridge Child Care Advisory Committee consists of up to ten members who are appointed by the Town Council. If the council agrees with the below recommendations, the BCCAC will have eight members out the ten potential seats. The BCCAC agreed in 2021 that eight members felt like a good number to keep the group productive and efficient.

The Committee members' terms are three years with no term limit. Terms are staggered and approximately three to four members expire in January, each year. The two members whose terms expire this year are Johanna Gibbs and Leslie Davis. Both have requested to renew for another three-year term.

The Committee positions were advertised in the Summit Daily News, the Town of Breckenridge website and social media channels, as well as shared on appropriate social media groups like Summit County Parents and Latinos Summit, Colorado. We received a total of nine applications/letters of interest, including two incumbents, for the available positions.

The selection committee was comprised of Greta Shackelford, Mark Truckey, Laurie Best, Corrie Burr, and Austyn Dineen. After interviewing all candidates, the selection committee is recommending that Council re-appoint the two incumbents along with adding two new members to the committee. Letters of interest are attached for the recommended candidates:

Johanna Gibbs (Incumbent) Britton Fossett

Leslie Davis (Incumbent) Diana Morain

The number of interested BCCAC candidates was the most that the committee has seen at least the past five years. The selection committee was amazed by the quality of all interested candidates and wants to truly thank all who expressed interest as the selection decision was not an easy one. Those who are not being recommended from appointment are being asked to attend/present in future committee meetings. I will be happy to discuss this matter with you on Tuesday.

November 19th, 2021

Austyn Dineen
Town of Breckenridge
PO Box 168
Breckenridge, CO 80424

RE: Child Care Advisory Committee

Dear Austyn,

I am writing to express my interest in serving on the Child Care Advisory Committee for the Town of Breckenridge. As a local parent and business owner, I am very familiar with the struggles of local families dealing with the cost and availability of childcare within our community. I believe I could be a positive asset to the committee for several reasons.

My educational background is in education. I graduated with a Bachelor of Arts in Middle Childhood Education, with a minor in English, from Miami University. My education allowed me to become intimately familiar with public education processes and funding. As life would have it, I have not taught since my student teaching; however, I have always remained involved in our local educational community and issues.

Secondly, my husband and I own a local property management company that manages close to 20 local Homeowner's Associations. Our business is focused on running efficient, effective, and productive meetings in a timely manner. I believe this career experience would lend to me being an effective participant in the Child Care Advisory Committee meetings.

Lastly, as a parent, my husband and I had to make hard choices prior to our children being of the age for public education. The cost of full time childcare was cost prohibitive for us, but I still wanted our children to have the early exposure to education and socialization. I am acutely aware of these difficult choices and believe that all children in this community deserve access to early childhood education. Not only do the children need the early intellectual benefits, but it is imperative to our local workforce that children have a safe, respected, and licensed facility to look after their children that is within their financial means.

Thank you for your consideration, and I am happy to discuss more at any point in time.

Best Regards,



Britton Fossett
PO Box 3413
Breckenridge, CO 80424
970.333.4584
britton.fossett@gmail.com

Diana Morain

970-485-9507

Aranas17.da@gmail.com

Austyn,

I am interested in being part of this committee because not only I have faced this problem myself, but I have seen my employees suffer from a lack of daycare and the lack of information for the Spanish Speakers. I would like to be part of the solution for the big problem that not only Breckenridge have, but the whole County. The only experience I have with daycare centers is that in addition to working at GTL, I am a mother and I know the problems that you can face as a working mother.

A little bit more about me; I'm bilingual in English and Spanish, I've lived and worked in the county for 11 years. I am currently working as an interpreter, assisting Public Health and as Assistant Manager at GTL.

Please let me know if you need more information and how I can help.

Sincerely,

Diana Morain

Dear Advisory Committee,

I enjoy and appreciate being a part of this committee and the important work being completed by the group. I feel that I have valuable contributions to make as a Director of an Early Learning Center as well as a long time local and parent of two children raised in our community. Working as an advocate for the Early Childhood Education Community/Industry is a passion of mine and an important piece of my contribution and I see it as a similar priority of the Committee as well.

I would like to continue as a committee member effecting change and enhancing the perception of the ECE work being done in our Town as it supports families, students, and the community at large.

Best,

Leslie Davis
Executive Director
Timberline Learning Center
PO Box 3098 Breckenridge CO 80424
970.453.9656 phone
970.453.6569 fax
info@timberlinelearningcenter.com
www.timberlinelearningcenter.com

“To educate by cultivating the wonder of learning through meaningful partnerships”

To Whom It May Concern,

I have had the honor of serving on the Breckenridge Childcare Advisory Committee and I would like to continue my service. I am proud of the work this Committee has accomplished to improve accessibility and affordability of early childcare for local families and our workforce.

I believe as the community continues to struggle with COVID and its impacts to our community, we will need to continue to challenge ourselves to think creatively, and problem solve collectively to meet the needs of our most vulnerable – our youngest children. Additionally, as the County considers enhancing supports for early childcare and more effectively supporting working families, I believe a strong partnership based on listening and learning from our Breckenridge program is vital to success in scaling these supports.

I am excited for the opportunity. to continue my service on this Committee.

Best,
Johanna Gibbs

Memo

To: Town Council

From: Teddy Wilkinson, Sustainability/Alternative Transportation Administrator

Date: January 11, 2022

Subject: **E-bike Share Feasibility Study Recommendations**

Background

In late 2020, The Town of Breckenridge was awarded a matching grant (up to \$420,000) from CDOT's Multimodal Options Fund to conduct a feasibility study (Phase 1) and implementation (Phase 2) of an E-bike Share program in Breckenridge. After a Request-For-Proposals (RFP) selection process last spring, consultants Alta Planning + Design Inc. were chosen to help conduct the Phase 1 E-bike share feasibility study. The study kicked off in late July 2021 and is now complete, with final recommendations found on pages 12-15 of the included Final Executive Summary.

What would an E-bike share system in Breckenridge look like?

- Town-owned system, run by a private operator.
- A seasonal system operating May 1 to Oct 31, and then decommissioned during the winter months Nov 1 to April 30.
- A hybrid system with branded-hubs, where smart e-bikes must be locked at designated hubs *within* the downtown core, but outside of this geo-fenced area e-bikes could be locked anywhere, allowing flexibility for users.
- Fee structure: Free for the first 30 minutes, \$5/minute after 30 minutes. This pricing incentivizes short trips around town, while discouraging longer recreational rides or day-trips where renting from a local shop would be a better option.

An E-bike Share system is a significant infrastructure investment to support alternative transportation options for people to get around Breckenridge, and some of the many benefits include reducing traffic congestion, reducing greenhouse gas emissions, and improving local air quality.

Next Steps

If Council approves, Staff would like to move forward with a pilot E-bike share system launch in 2022, with 11 hubs and 55 e-bikes. After learning from the pilot, we would then seek to bring online an *additional* 14 hubs and 70 e-bikes the following summer of 2023, for a full-system implementation with a grand total of 25 hubs and 125 e-bikes.

With supply chain disruptions impacting the industry, it is difficult to forecast when the pilot launch may happen, so staff would like to begin the RFP process immediately to find and select a vendor who will operate the system. A goal will be to have the pilot launched in time to showcase it during the MT2030 Climate Solutions Summit held in Breckenridge this September. A budget appropriation will be required once we have received proposals from vendors. The feasibility study has estimated the start-up costs for the first five years to be \$575,000, with operating costs estimated to be \$187,500-\$262,500 annually.

Breckenridge E-Bike Share Feasibility Study

DECEMBER 2021



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Acknowledgements

This Study is grounded in the priorities and needs of the Breckenridge community thanks to the involvement of many participants, including:

BRECKENRIDGE TOWN COUNCIL

**TOWN OF BRECKENRIDGE MOBILITY
AND SUSTAINABILITY STAFF**

FOCUS GROUP PARTICIPANTS

**EVERYONE WHO COMPLETED THE
ONLINE SURVEY**

This study was funded in part through an Intermountain Transportation Planning Region (TPR) grant administered by the Colorado Department of Transportation



TOWN OF
BRECKENRIDGE

E-Bike Share Will Help Breck Meet Our Sustainability Goals

The e-bike share system will reduce the Town's CO₂ emissions by 113,500 lbs over the next five years.

Investing in Sustainability

The Town of Breckenridge collaborated with local stakeholders to better understand the feasibility of an electric bike (e-bike) share program in Breckenridge. Over the last ten years around the U.S., bike share systems, including e-bike share systems, have proven to be a practical complement to transit and a sustainable, useful way for people to get where they need to go. This Executive Summary highlights the key takeaways from the study and the key recommendations, including the goals of an e-bike share program in Breckenridge.



Project Goals



**PROVIDE MOBILITY OPTIONS
FOR LOCALS**



**INTEGRATE WITH TRANSIT AND FILL
TRANSIT SERVICE GAPS**



**GENERATE POSITIVE PUBLIC
PERCEPTION**



**REDUCE GREENHOUSE GAS
EMISSIONS**



**SUPPORT IMPROVED BIKE
INFRASTRUCTURE IN THE TOWN &
BICYCLE RIDERSHIP**



**COMPLEMENT BIKE RENTAL
BUSINESSES**

What is E-Bike Share?

Bike Share

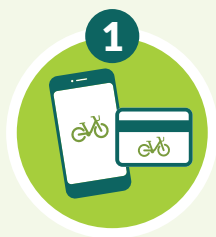
A bike share system is a network of shared bicycles available for short term use, usually 15 to 45 minutes. A bike share user can check out a bicycle from locations around the city, ride to their destination, and then leave the bicycle for someone else to use. Bike share programs are designed to be a cost-effective, environmentally friendly, convenient travel option for shorter trips. Bike share could serve as an extension of transit and help Breckenridge community members and visitors get around more easily without using a car.

E-Bikes

E-bikes are bicycles with an integrated electric motor. The rider must pedal the bike in order to get an “assist” from the electric motor. This helps both new and experienced bike riders cover more ground and ride hills with ease. The top speed for an e-bike share system is approximately 15 mph.



How to Use Bike Share



Sign Up



Check Out



Ride



Lock

E-Bike Share Feasibility Study Process



Existing Conditions

PLAN & POLICY REVIEW
DEMOGRAPHIC & DEMAND ANALYSIS



Public Outreach

INTERACTIVE WEB MAP
ONLINE SURVEY
SOCIAL MEDIA / E-NEWSLETTERS
FOCUS GROUP MEETINGS



Service Options

STATE OF THE PRACTICE FOR E-BIKE SHARE
SERVICE & BUSINESS MODEL OPTIONS



Recommendations

SYSTEM PLAN
PREFERRED SERVICE TYPE & BUSINESS MODEL
BUSINESS PLAN

Learning from Similar Communities

To gain a better understanding of the key considerations for the Town of Breckenridge when planning an e-bike share system, the project team interviewed representatives of three e-bike share systems in communities that are similar to Breckenridge in land use, demographics, bicycle mode share, climate, and bike share program goals.

The three case studies are successful e-bike share systems:

- **Pikeride in Colorado Springs and Manitou Springs, CO**
- **We-Cycle in Aspen, Basalt, and Snowmass Valley, CO**
- **Summit Bike Share in Park City and parts of Summit County, UT**

What We Learned From Other Communities

LOCATION	Colorado Springs, CO & Manitou Springs, CO	Aspen, Basalt, & Snowmass Valley, CO	Park City, UT & Summit County, UT
POPULATION	464,871 & 5,283, respectively	7,431, 3,847, & 2,783, respectively	8,375 (Park City)
OWNER/OPERATOR	PikeRide	We-cycle	Summit County/ Bewegen
START OF SERVICE	2018	2013	2017
SYSTEM TYPE	Hybrid	Docked	Docked
NUMBER OF STATIONS/ HUBS	40 Hubs	47 Stations	25 Stations
NUMBER OF BIKES	250 Bikes	275 Bikes	250 Bikes
KEY TAKEAWAY	Partnerships with local non-profits, free student memberships and annual low-income memberships ensure the bike-share system serves all residents and reaches those who may benefit the most.	E-bike share programs can avoid competing with local bike share rental businesses through marketing, encouraging memberships, and including local bike shops in bike share communications.	Local sponsorships can support bike share expansion.

Learning from the Breckenridge Community

Key Takeaways

THE FOLLOWING KEY TAKEAWAYS REFLECT FEEDBACK FROM COMMUNITY MEMBERS COLLECTED IN THE SURVEY:

Respondents favor e-bike share, but many are unsure: As shown in **Figure 1**, 44% of respondents are interested, 35% are not interested, and a combined 20% are either unsure and/or need more information about e-bike share in Breckenridge. Half of respondents would either definitely (25%) or probably (25%) use e-bike share in Breckenridge. About 40% of respondents would definitely (22%) and/or probably (18%) not use electric bike share in Breckenridge.

Respondents' top concerns include keeping sidewalks clear and staying safe while riding: The most common concerns with electric bike share are that bikes could block the sidewalks (68%) and safety concerns about sharing the road and interacting with other vehicles (61%).

Women are less likely to bike: Women are the least likely to bike as their primary mode of transportation compared to other demographics, and also have the highest concern for mixing with motor vehicle traffic on a bike and desire for safe biking infrastructure.

Community members want bike stations within the Central Business District, near Colorado Mountain College, and near the Breckenridge Recreation Center:

Map 1 shows the locations with the highest density of comments regarding where respondents would like to see an electric bike share station.

Workforce is a priority user group: Many prefer targeted efforts to focus on the workforce population in the Town rather than visitors. **Map 2** shows the home locations of low-income workers. The survey also showed that *55% of low income respondents (those with an annual household income of \$50k or less) are interested in and would use electric bike share in Breckenridge.* Electric bike share in Breckenridge has the potential to benefit low income workers in particular.

“

I would use it for shopping at City Market. The Gray Bus Route back to the Four O’Clock neighborhood is not convenient with lots of groceries.

— ONLINE SURVEY RESPONDENT WHO LIVES AND WORKS IN BRECKENRIDGE



Public outreach by the numbers

4

Targeted focus group meetings with Large Employers, Homeowner’s Associations, Downtown Businesses, and Bike Rental Businesses

433

Online survey respondents

318

Webmap interactions

65

Suggestions

12

Comments on suggestions

241

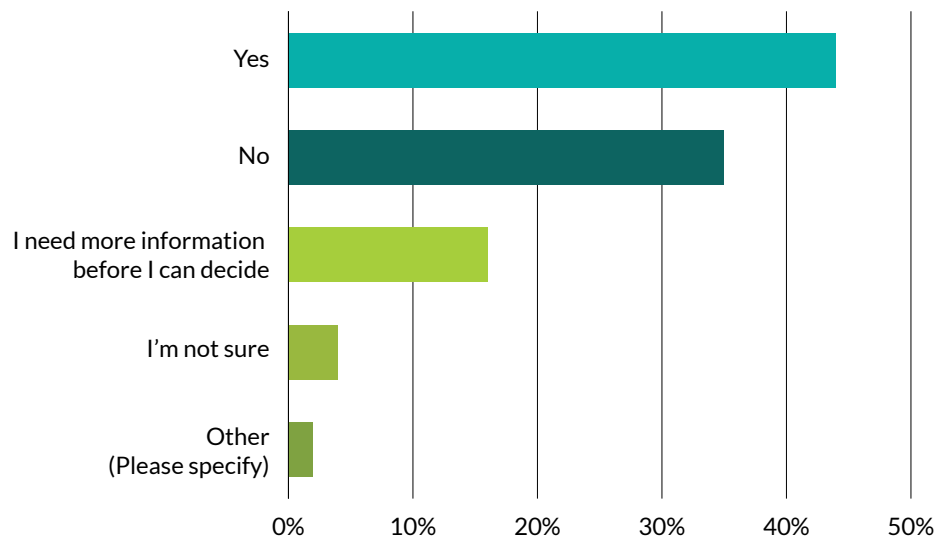
Votes on suggestions

15

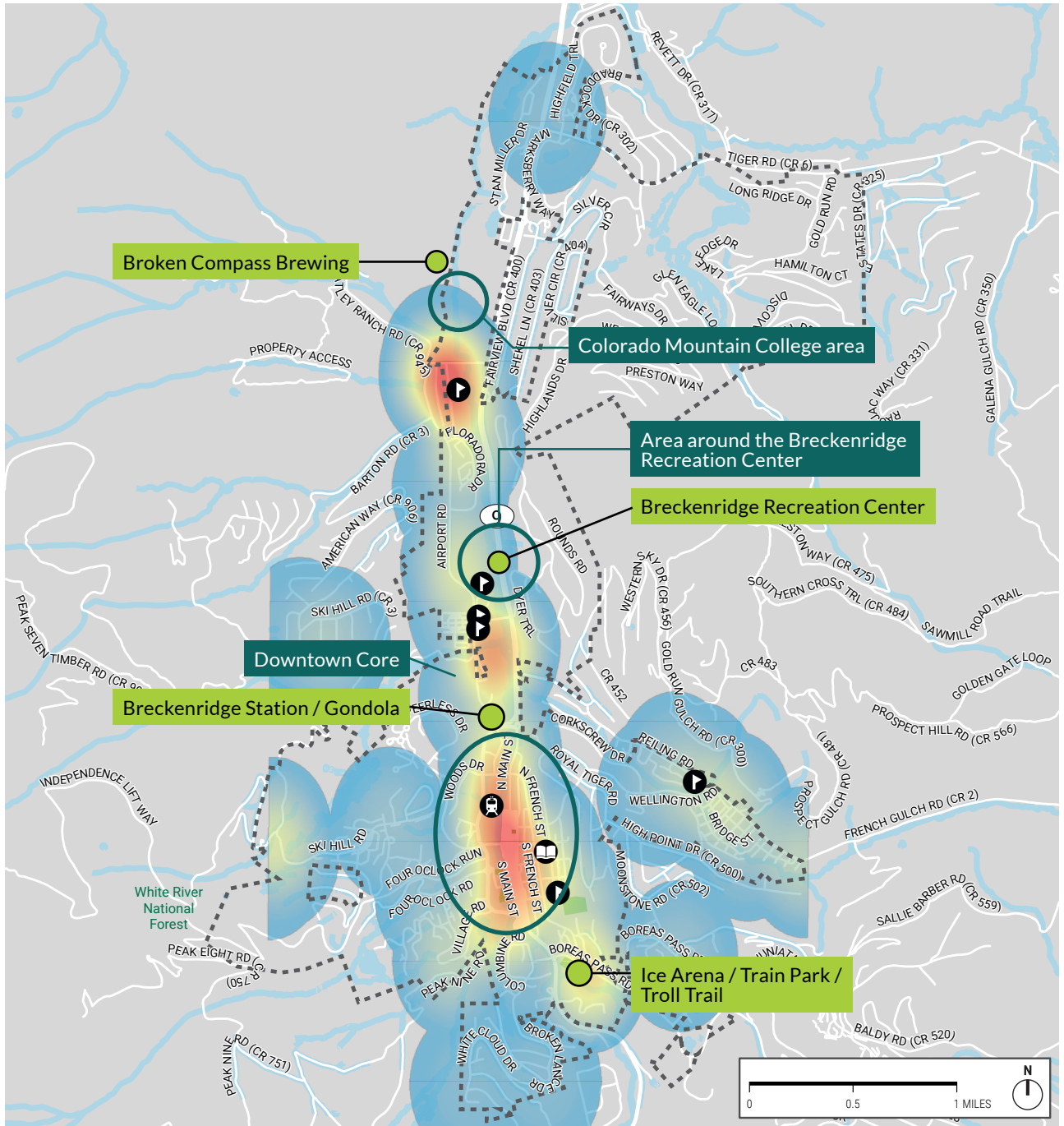
Bike rental shops contacted by project staff

FIGURE 1

WOULD YOU BE INTERESTED IN SEEING ELECTRIC BIKE SHARE IN BRECKENRIDGE?



While 44 percent of online respondents are interested in seeing e-bike share in Breckenridge, another 20 percent are still undecided. Education and outreach about the e-bike share system will help those who are unsure about bike share learn more about its benefits.



MAP 1
ELECTRIC
BICYCLE SHARE
DESTINATIONS

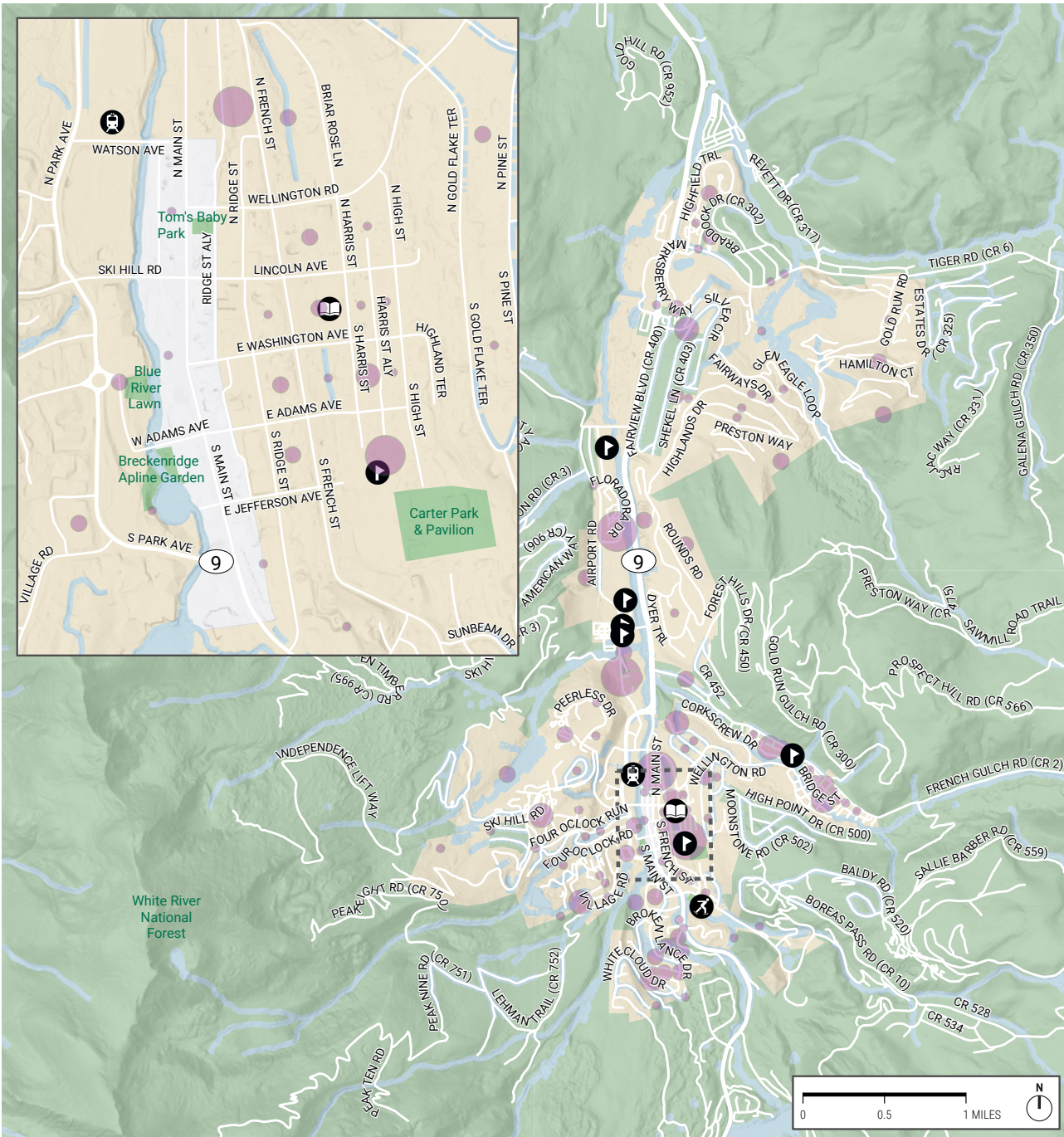
Over 300 people shared feedback on where they would like to see e-bike share in Breckenridge. Areas with the most interest include the Downtown Core, near the Breckenridge Recreation Center, and near Colorado Mountain College.

DESTINATIONS + BOUNDARIES

- Town Boundary
- Transit Center
- Ice Rink
- Library
- School
- Water

PUBLIC INPUT WEB MAP RESULTS

- High Density of Comments
- Low Density of Comments
- Areas of High Interest for E-Bike Share
- Top Requested Destinations for E-Bike Share



MAP 2
HOME LOCATIONS OF
LOW INCOME WORKERS
IN BRECKENRIDGE

Where low income workers live in the Town of Breckenridge. A low income worker for this analysis is defined as someone who has a job with earnings of \$1,250 per month or less. Many low income workers live just north and east of the Central Business District as well as between Airport Rd and State Highway 9 in the northern area of the Town.

DESTINATIONS + BOUNDARIES

- Transit Center
- Ice Rink
- Library
- School
- Inset Map Boundary
- Central Business District
- Town Boundary
- Water
- Park / Wilderness Area

WHERE LOW INCOME WORKERS LIVE

- 1 - 5
- 5 - 14
- 14 - 26
- 26 - 49

A low income worker for this analysis is defined as someone who has a job with earnings of \$1,250 per month or less.

E-Bike Share Study Recommendations

SYSTEM TYPE	SYSTEM GOVERNANCE	SERVICE AREA
Hybrid System with Hubs	Town of Breckenridge Ownership	Parking will only be allowed at hubs in the Downtown Core
	Private Operator	Parking will be allowed at hubs or at bike racks outside of the Downtown Core



RECOMMENDATION

Hybrid System with Hubs

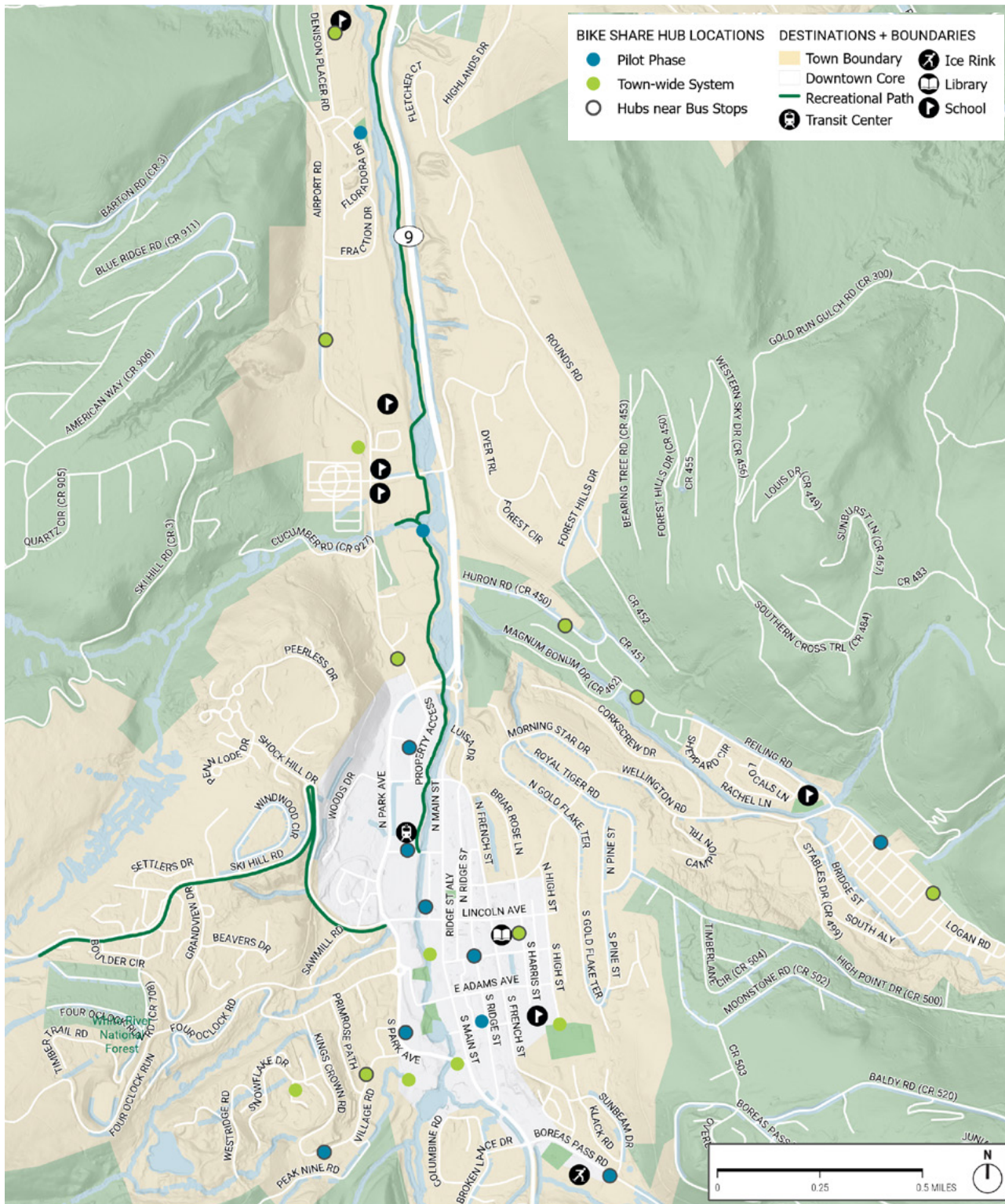
The recommended system type for bike share in Breckenridge is a hybrid system with hubs. Hybrid bike share hubs are composed of branded bike racks that are available to easily park smart bikes.

The recommended hybrid system will NOT allow out-of-hub parking in the Downtown Core and WILL allow out-of-hub parking throughout the rest of the Town in order to make the system more flexible for people who live and work in Breckenridge.

“

It would be great to have an e-bike share system between the Peak 7 neighborhood and downtown. I would stop using my car if I could use bike share.

— ONLINE SURVEY RESPONDENT WHO LIVES AND OWNS A BUSINESS IN BRECKENRIDGE



MAP 3
PROPOSED BIKE SHARE HUB LOCATIONS

E-bike share hubs are proposed throughout Breckenridge in two phases. A pilot phase (blue dots) will include e-bike share hubs at locations with the most demand, before expanding to a Town-wide system (green dots). The system may expand in subsequent years based on usage and demand. The system is designed to integrate with transit; hubs located near bus stops are denoted with a gray circle.



RECOMMENDATION

Town of Breckenridge Ownership

The project team recommends the Town of Breckenridge own the e-bike share system. Public ownership of the e-bike share system will help Breckenridge meet the transportation goals established in SustainableBreck, the Town's Sustainability Plan, which include reducing automobile dependence, increasing transit ridership, and providing a multimodal transportation system.

Owning the system's e-bike share fleet and hub infrastructure also offers the Town the highest degree of control over system design, hub siting, and pricing/payment policy.

Furthermore, ownership of the e-bike share fleet will allow the Town to embrace the broader and more holistic vision of providing sustainable, multimodal mobility as a service.



RECOMMENDATION

Private Operator

The Town should select an e-bike share vendor to manage the operations of the system. Private operators can bring extensive knowledge and experience from operating in other cities and limit the need for Breckenridge to hire and educate new staff. The Town should require prospective bike share operators to submit their plans for routine maintenance and operations during the bid process, as well as provide evidence of high performance in other jurisdictions.

Next Steps For E-Bike Share

The timeline below puts the Town of Breckenridge on track to launch an e-bike share pilot in September 2022, with a full Town-wide system launching in 2023.





RECOMMENDATION

Strategies to Complement Local Bike Rental Shops

The e-bike share system in Breckenridge is not intended to compete with the existing thriving bike rental business community. Successful e-bike share programs exist in other mountain towns and employ a number of strategies to complement the bike rental businesses. The project team proposes the following strategies to ensure the e-bike share system serves as a complement to bike rental businesses:

- Implement a fee structure to discourage long bike rides. This can include minimal or no cost to ride for the first 30 minutes and a major fee increase for every following minute.
- Through messaging and the system's online platform, promote bike rental businesses on the website and the app and encourage people to rent a bike if they want a longer, scenic ride.
- Promote the bike share system primarily to the local workforce and residents. This can be accomplished with targeted efforts by siting location near workforce housing and large employment centers. Another strategy is providing incentives to encourage ridership from these populations by providing discounted memberships, partnerships with large employers, and targeted marketing efforts.
- Provide opportunities to contract with bike rental businesses interested in providing bike share program support, customer service, rebalancing, maintenance, and/or user education.
- Avoid siting bike share hubs in front of bike rental shops
- Create opportunities for bike rental businesses to use the bike share system's storage/warehouse space(s)



I think this will be a great option for locals and visitors alike to get around town!

— ONLINE SURVEY RESPONDENT WHO LIVES AND WORKS IN BRECKENRIDGE

SEPTEMBER 2022

Pilot Launch

SEPTEMBER-APRIL 2023

Pilot Evaluation and Town-wide System Planning

APRIL 2023

Town-wide System Launch

2023+

Potential Future Expansion



TOWN OF
BRECKENRIDGE



Breckenridge E-Bike Share Feasibility Study