



TOWN OF
BRECKENRIDGE

Town Council Regular Meeting
Tuesday, April 12, 2022, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. THIS MEETING WILL BE HELD IN PERSON AT BRECKENRIDGE TOWN HALL. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND. IN PERSON ATTENDEES MUST NOT ACCESS THE VIRTUAL MEETING WHILE IN COUNCIL CHAMBERS.

This meeting will also be broadcast live over Zoom. Log-in information is available in the calendar section of our website: www.townofbreckenridge.com. All public comments must be delivered in person in Council Chambers during designated public comment times, by email to mayor@townofbreckenridge.com, or by mailed letter, prior to the meeting.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - MARCH 22, 2022

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

- A. CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)
- B. BRECKENRIDGE TOURISM OFFICE UPDATE

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2022
 - 1. *COUNCIL BILL NO. 9, SERIES 2022 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND SYNERGY VENTURES, INC. ("OWNER") AND MARC AND MARILYN HOGAN ("BUYERS")*

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2022
 - 1. *COUNCIL BILL NO. 10, SERIES 2022 - AN ORDINANCE APPROVING A GROUND LEASE WITH THE FAMILY & INTERCULTURAL RESOURCE CENTER*
- B. RESOLUTIONS, SERIES 2022
- C. OTHER

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HISTORY
- E. BRECKENRIDGE CREATIVE ARTS
- F. BRECKENRIDGE EVENTS COMMITTEE
- G. CHILD CARE ADVISORY COMMITTEE
- H. WORKFORCE HOUSING COMMITTEE
- I. SOCIAL EQUITY ADVISORY COMMISSION

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR APRIL AND MAY

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of March 22, 2022 to order at 7:00pm. The following members answered roll call: Ms. Saade, Ms. Gigliello, Mr. Carleton, Ms. Owens, Mr. Kuhn, Mr. Bergeron and Mayor Mamula.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – MARCH 22, 2022

With no changes or corrections to the meeting minutes of March 22, 2022 Mayor Mamula declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agenda.
Mayor Mamula declared the agenda approved as presented.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Mamula opened Citizen's Comment.

Ms. Margaret Douglas stated she owns a property on Woods Drive and she is concerned about the development project on the Gold Rush Lots. She further stated she is concerned that Woods Drive is being turned into a pick-up area for skiers, and she is concerned about safety in the area. Mayor Mamula clarified that preliminary plans for the development include a sidewalk to help improve safety.

Mr. Jay Johnson, a local resident, stated he started a think tank about his concerns about Breckenridge, including egress routes during fire. He further stated that he met with citizens for hours and he has created a report that he handed out to Council at the meeting. He stated he will come back to Council in the future to follow up.

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

B) PROCLAMATION IN SUPPORT OF UKRAINE

Mayor Mamula read the proclamation into record.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2022 - PUBLIC HEARINGS

1) COUNCIL BILL NO. 7, SERIES 2022 - AN ORDINANCE PLACING RECENTLY ANNEXED BLUE RIVER WATER DISTRICT PARCEL IN LAND USE DISTRICT 4 (Blue River Water District Parcel .402 acres)

Mayor Mamula read the title into the minutes. Ms. Sarah Crump stated there was one change to this ordinance from first reading and that was to change the names on the ordinance to match those on the agreement.

Mr. Bergeron moved to approve COUNCIL BILL NO. 7, SERIES 2022 - AN ORDINANCE PLACING RECENTLY ANNEXED BLUE RIVER WATER DISTRICT PARCEL IN LAND USE DISTRICT 4 (Blue River Water District Parcel .402 acres).
Ms. Gigliello seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2022

1) COUNCIL BILL NO. 9, SERIES 2022 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND SYNERGY VENTURES, INC. ("OWNER") AND MARC AND MARILYN HOGAN ("BUYERS")

Mayor Mamula read the title into the minutes. Mr. Chapin LaChance stated this ordinance would authorize a development agreement in order to convert the Big Sky condo building to employee housing.

Mr. Bergeron moved to approve COUNCIL BILL NO. 9, SERIES 2022 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND SYNERGY VENTURES, INC. ("OWNER") AND MARC AND MARILYN HOGAN ("BUYERS"). Ms. Gigliello seconded the motion.

The motion passed 7-0.

- B) RESOLUTIONS, SERIES 2022
- 1) RESOLUTION NO. 8, SERIES 2022 - A RESOLUTION AMENDING THE TEMPORARY ADVISORY COMMITTEE KNOWN AS THE "TOWN OF BRECKENRIDGE EVENTS COMMITTEE"

Mayor Mamula read the title into the minutes. Ms. Shannon Haynes stated this resolution would dissolve the public arts committee, among other things, and she asked that Council please refer to the version that's been handed out prior to the evening meeting.

Mr. Bergeron moved to approve RESOLUTION NO. 8, SERIES 2022 - A RESOLUTION AMENDING THE TEMPORARY ADVISORY COMMITTEE KNOWN AS THE "TOWN OF BRECKENRIDGE EVENTS COMMITTEE". Ms. Gigliello seconded the motion.

The motion passed 7-0.

- 2) RESOLUTION NO. 9, SERIES 2022 - A RESOLUTION RATIFYING THE APPOINTING OF TWO ELECTORS TO SERVE ON THE ELECTION COMMISSION FOR A TWO YEAR TERM

Mayor Mamula read the title into the minutes. Ms. Cospolich stated this resolution would appoint Ms. Jennifer Schappert and Mr. Eli Yoder to serve on the Town of Breckenridge Election Commission for the remainder of the current term.

Mr. Bergeron moved to approve RESOLUTION NO. 9, SERIES 2022 - A RESOLUTION RATIFYING THE APPOINTING OF TWO ELECTORS TO SERVE ON THE ELECTION COMMISSION FOR A TWO YEAR TERM. Mr. Kuhn seconded the motion.

The motion passed 7-0.

- C) OTHER
- 1) BOSAC APPOINTMENTS

Mayor Mamula stated BOSAC will be appointing three new members for the committee. Mr. Scott Reid stated the subcommittee is recommending the appointment of the following members: Barbara "Bobbie" Zanca, Krysten Joyce and Duke Barlow.

Mr. Bergeron moved to approve Barbara "Bobbie" Zanca, Krysten Joyce and Duke Barlow to BOSAC. Mr. Kuhn seconded the motion.

The motion passed 7-0.

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS

Mayor Mamula declared the Planning Commission Decisions would stand approved as presented.

- B) LOGAN THOMPSON MEMORIAL SCULPTURE RELOCATION TOWN PROJECT HEARING

Mayor Mamula read the project title into record. Ms. Julia Puester presented the project, including the sculpture type and location details as provided in the packet. She further stated staff and Planning Commission have reviewed this project and the location and they recommend approval. She further stated that they plan to install a crusher fine path for better viewing of the sculpture.

Mayor Mamula opened the public hearing.

There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve LOGAN THOMPSON MEMORIAL SCULPTURE RELOCATION TOWN PROJECT HEARING. Ms. Saade seconded the motion.

The motion passed 7-0.

VIII) REPORT OF TOWN MANAGER AND STAFF

Reports of Town Manager and Staff were covered in the afternoon Work Session.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

Reports of Mayor and Council Members were covered in the afternoon Work Session.

A. CAST/MMC

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

C. BRECKENRIDGE TOURISM OFFICE

D. BRECKENRIDGE HISTORY

E. BRECKENRIDGE CREATIVE ARTS

F. BRECKENRIDGE EVENTS COMMITTEE

G. CHILD CARE ADVISORY COMMITTEE

H. WORKFORCE HOUSING COMMITTEE

I. SOCIAL EQUITY ADVISORY COMMISSION

X) OTHER MATTERS

Other Matters were covered in the afternoon Work Session.

Mr. Holman reminded Council that there will be a Coffee Talk on Friday at 8am at Bird and Cow.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR MARCH, APRIL AND MAY

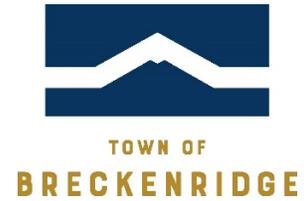
XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:21pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor



Memo

To: Town Council

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

Date: 4/6/2022, for the meeting of April 12, 2022

Subject: Second reading of an Ordinance establishing a Development Agreement with Marc and Marilyn Hogan and Synergy Ventures, Inc. (Eric Dahman) for conversion of Big Sky Condo Unit G(A) from commercial use to employee housing

The Council reviewed this proposal at a Work Session on February 22, and approved the Ordinance on first reading at the March 22 meeting. The only substantial change from first reading is the addition of language to the Ordinance, Development Agreement, and Employee Housing Restrictive Covenant (Exhibit A) prohibiting short-term rental. 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. Staff will be available at the meeting to answer any questions.

COUNCIL BILL NO. ____

Series 2022

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND SYNERGY VENTURES, INC. (“OWNER”) AND MARC AND MARILYN HOGAN (“BUYERS”).

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

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

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

A condominium unit located at 160 E. Adams Ave., Big Sky Condominiums Unit G(A), according to the Plat thereof recorded June 28, 2013 at Reception No. 1030335, Summit County, Colorado (hereinafter “Property”).

B. Buyers intend to submit a Development Permit application to the Town proposing to change the approved use of the Property from commercial office use to residential condominium use.

C. The Town’s Community Development Department has determined the proposed change of use would increase the density of the Property by 0.68 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town’s Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

D. Buyers have requested Town approval for exemptions from Breckenridge Town Code Section 9-1-19-3R regarding excess density and Section 9-1-17-12 regarding transfer of density into the Historic District. Buyers have requested that the Town thereafter transfer density to the Property.

E. The Town finds no new square footage is proposed to be constructed in the Historic District to accomplish the change of use.

F. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the authority to enter into a Development Agreement. Further, there is no process in the Town’s Development Code for approval of a transfer of density to the Historic District. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density from one lot or parcel within the

1 Town to another lot or parcel within the Town may be approved by the Town Council only in
2 connection with the approval of a Development Agreement and, therefore, a Development
3 Agreement provides a means for such an approval and transfer.

4 G. As the commitment encouraged to be made in connection with an application for
5 a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code,
6 Owners and Buyers have proposed recording a Restrictive Covenant and Agreement on the
7 Property restricting the unit for employee housing and prohibiting short term rental in the form
8 and substance attached hereto as **Exhibit A**.

9 H. The Town has received a completed application and all required submittals for a
10 Development Agreement, had a preliminary discussion of the application and the term of this
11 proposed Development Agreement, determined that it should commence proceedings for the
12 approval of this Development Agreement.

13 **Section 2. Approval of Development Agreement.** The Development Agreement
14 between the Town and Synergy Ventures, Inc. and Marc and Marilyn Hogan is attached to this
15 Ordinance as **Exhibit 1**, Development Agreement with attachments A- Restrictive Covenant and
16 Agreement and B – Written Covenant, is approved, and the Town Manager is authorized,
17 empowered, and directed to execute such agreement for and on behalf of the Town of
18 Breckenridge.

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

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

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

33 **Section 6. Effective Date.** This ordinance shall be published and become effective as
34 provided by Section 5.9 of the Breckenridge Town Charter.

1
2
3
4
5
6
7
8

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this 22nd day of March, 2022. A Public Hearing shall be held at the
regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 12th day of
April, 2022, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
Town.

1
2
3
4
5
6
7
8
9
10
11
12
13

: TOWN OF BRECKENRIDGE

_____/s/_____/s/_____
Helen Cospolich, CMC, Town Clerk Eric S. Mamula, Mayor

APPROVED IN FORM

_____/s/_____
Town Attorney

**EXHIBIT 1 TO ORDINANCE APPROVING A DEVELOPMENT AGREEMENT
BETWEEN THE TOWN AND SYNERGY VENTURES, INC. (“OWNER”) AND MARC
AND MARILYN HOGAN (“BUYERS”).**

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of the ____ day of _____, 2022 among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “Town”), SYNERGY VENTURES, INC. a Colorado Corporation (the “Owner”), and MARC and MARILYN HOGAN (the “Buyers”).

Recitals

A. Owner is the owner of a condominium unit located at 160 E. Adams Ave., Big Sky Condominiums Unit G(A), according to the Plat thereof recorded June 28, 2013 at Reception No. 1030335, Summit County, Colorado (“Property”).

B. Buyers intend to submit a Development Permit application to the Town proposing to change the approved use of the Property from commercial office use to residential condominium use.

C. The Town’s Community Development Department has determined the proposed change of use would increase the density of the Property by 0.68 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town’s Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

D. Buyers have requested Town approval for exemptions from Breckenridge Town Code Section 9-1-19-3R regarding excess density and Section 9-1-17-12 regarding transfer of density into the Historic District. Buyers have requested that the Town thereafter transfer density to the Property.

E. The Town finds no new square footage is proposed to be constructed in the Historic District to accomplish the change of use.

F. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the authority to enter into a Development Agreement. Further, there is no process in the Town’s Development Code for approval of a transfer of density to the Historic District. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density from one lot or parcel within the Town to another lot or parcel within the Town may be approved by the Town Council only in connection with the approval of a Development Agreement and, therefore, a Development Agreement provides a means for such an approval and transfer.

G. As the commitment encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code,

Owners and Buyers have proposed recording a Restrictive Covenant and Agreement on the Property restricting the unit for employee housing and prohibiting short term rental in the form and substance attached hereto as **Exhibit A**.

H. The Town has received a completed application and all required submittals for a Development Agreement, had a preliminary discussion of the application and the term of this proposed Development Agreement, determined that it should commence proceedings for the approval of this Development Agreement. In accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, Town Council has approved this Agreement by non-emergency ordinance.

Agreement

1. Without requiring additional reviews by the Town's Planning Commission, Town Council has determined that the Buyer's Development Permit application for change of use of the property shall be exempt from negative points under Breckenridge Town Code, Section 9-1-19-3R, for the 0.68 SFEs of excess density.
2. Without requiring additional reviews from the Town's Planning Commission, Town Council has determined that Buyer's Development Permit application for change of use of the property shall be exempt from Breckenridge Town Code, Section 9-1-17-12, which prohibits transfer of density into the Historic District.
3. The Town shall waive the fees for the Buyer's Development Agreement application and Development Permit application.
4. The Town shall transfer 0.68 SFEs of density to the Property from property owned by the Town. The transfer of density shall be evidenced by the Written Covenant, **Exhibit B**, attached hereto and incorporated by reference.
5. After the passage of any time periods within which any referendums, appeals or other challenges to such approvals must be brought, without any such referendums, appeals or other challenges having been filed, commenced or asserted, and prior to the issuance of a Certificate of Occupancy for the proposed change of use, Owner and Buyers shall record in the real property records of the Clerk and Recorder of Summit County, Colorado a Restrictive Covenant and Agreement, **Exhibit A**. The Restrictive Covenant and Agreement shall run with the land and shall be binding upon Owner, Buyers, and their successors, heirs, and/or assigns of the Property until this Restrictive Covenant is lawfully terminated in the manner provided in this Restrictive Covenant. The Restrictive Covenant mandates that the real property described in Section 1 shall be used solely by a "Qualified Occupant" and further prohibits "Short term Rental" (both as defined in the Restrictive Covenant) of the Big Sky Condominiums Unit G (A).
6. This Development Agreement creates vested rights for a period of eighteen (18) months, during which time the Buyers shall submit to the Town and receive Town approval of a Development Permit application for the proposed change of use. The vested rights shall expire eighteen (18) months from the date of Town Council approval of this Development Agreement, unless substantial construction pursuant to such Development Permit has been completed. Density shall be transferred to the Property by the Town after the Development Permit has been issued and fully executed, and prior to issuance of a certificate of occupancy.

7. Except for a development agreement to extend vested property rights pursuant to section 9-1-17-11 of this title and except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein, the execution of this Development Agreement shall not preclude the current or future 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 Standards and other land use laws, as the same may be in effect from time to time throughout the term of this Development Agreement. Except to the extent the Town otherwise specifically agrees, any development of the Property which is the subject of this Development Agreement and the Development Permit shall be done in compliance with the then-current laws of the Town.

8. 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) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards.

9. The Town shall not be responsible for and the applicant shall have no remedy against the Town if development of the real property which is the subject of the development agreement is prevented or delayed for reasons beyond the control of the Town.

10. Actual development of the real property which is the subject of this development agreement shall require the issuance of such other and further permits and approvals by the town as may be required from time to time by applicable town ordinances.

11. In connection with an application for a development permit to develop the real property that is the subject of this Development Agreement the application shall not receive an award of positive points under the Development Code for any commitment offered to the Town by the applicant pursuant to Section 9-9-4, or any other obligation or requirement of the applicant under the Development Agreement.

12. This Development Agreement shall be binding upon and inure to the benefit of Town, Owner, Buyers and their successors and assigns.

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

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

15. Buyer with respect to its interests or benefits provided for in this Development Agreement 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 such benefits under 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 wrongful intentional act or omission of Buyer; any subcontractor of Buyer, or any officer, employee, representative, or agent of Buyer or of any subcontractor of Buyer, or which arise out of any worker's compensation claim of any employee of Buyer, or of any employee of any subcontractor of Buyer; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Buyer agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Buyer. Buyer also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

16. Owner with respect to its interests or benefits provided for in this Development Agreement 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 such benefits under 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 wrongful intentional act or omission of Owner; any subcontractor of Owner, or any officer, employee, representative, or agent of Owner or of any subcontractor of Owner, or which arise out of any worker's compensation claim of any employee of Owner, or of any employee of any subcontractor of Owner; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

17. 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.

18. 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 both Town, Owner, and Buyers; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Owner or Buyers or the acceptance of any improvements.

19. This Development Agreement shall run with title to the land and be binding on the Owners, Buyers, heirs, successors, and assigns and shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

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

21. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Owner and Buyers expressly waive their right to bring such action in or to remove such action to any other court, whether state or federal.

22. 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 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 J. Crawford, Town Attorney

If To The Owner: Eric Dahman, President
Synergy Ventures, Inc.
PO Box 1270
Frisco, CO 80443

If To The Buyers: Marc and Marilyn Hogan
PO Box 2607
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this paragraph 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.

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

24. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

Attest:

Town Clerk

By: _____

Rick Holman, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2022 by Rick Holman as Town Manager and _____, of the Town of Breckenridge.

Witness my hand and official seal.
My commission expires: _____

—

Notary Public

Marc and Marilyn Hogan

By:

_____ Buyers

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2022 by Marc and Marilyn Hogan.

Witness my hand and official seal.

My commission expires: _____

— _____
Notary Public

Eric Dahman, President
Synergy Ventures, Inc.

By:

Owner

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2022
by Eric Dahman, President of Synergy Ventures, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

**RESTRICTIVE COVENANT AND AGREEMENT
(Employee Housing; No Short Term Rental)**

THIS RESTRICTIVE COVENANT AND AGREEMENT (“**Restrictive Covenant**”) is dated _____, 2022 and is between TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “Town”), SYNERGY VENTURES, INC. a Colorado Corporation (the “Owner”), and MARC and MARILYN HOGAN (the “Buyers”).

Recitals

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

B. The Owner intends to sell the Property to the Buyers.

C. The Owner, the Buyers, and the Town entered into that Development Agreement dated _____ and recorded _____ at Reception No. _____ of the real property records of the Clerk and Recorder of Summit County, Colorado (“**Development Agreement**”).

D. It is a requirement of the Development Agreement that the Owner and the Buyers create a valid and enforceable covenant running with the land assuring that the real property described in Section 1 shall be used solely by a “Qualified Occupant” as defined in this Restrictive Covenant.

E. It is further a requirement of the Development Agreement that the Owner and the Buyers create a valid and enforceable covenant running with the land prohibiting “Short Term Rental” (as defined in the Restrictive Covenant) of the Big Sky Condominiums Unit G (A) referred to as the Property.

F. The Owner and the Buyers declare and covenant that the regulatory and restrictive covenants contained in this Restrictive Covenant are covenants running with the land and are binding upon the Owners and the Buyers 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 Agreement and the Development Permit, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Owner and the Buyers, the Owner, the Buyers, 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:

Big Sky Condominiums Unit G(A)

2. Definitions. As used in this Restrictive Covenant:

EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

“**Person**” means a natural person, and excludes any type of entity.

“**Principal Place of Residence**” means the home or place in which one’s habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person’s Principal Place of Residence, the criteria set forth in § 31-10-201(3), C.R.S., or any successor statute, shall apply.

“**Qualified Occupant**” means a person 18 years of age or older who, during the entire period of his or her occupancy of the Unit, earns his or her living by working in Summit County, Colorado for a business located in and serving the County 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 a Unit for a term of less than three (3) consecutive months.

“**Unit**” means the unit described in Paragraph 1 of this Restrictive Covenant.

3. Occupancy Restriction; Short Term Rental Prohibited. Except as provided in Section 4, the Unit shall at all times be occupied by at least one (1) Qualified Occupant as his or her Principal Place of Residence. Owners and/or Buyers are prohibited from using the unit as a Short Term Rental.

4. Exceptions. Notwithstanding Section 3, it is not a violation of this Restrictive Covenant if the Unit is occupied or used as the Principal Place of Residence by:

- A. A person who is partially or fully retired as described in the Town’s Housing Guidelines (see Section 19, below); or
- B. A person otherwise authorized to occupy a Unit pursuant to this Restrictive Covenant who becomes disabled after commencing lawful occupancy of a Unit such that he or she cannot work the required number of hours each week required by this Restrictive Covenant; provided, however, that such person is permitted to occupy a Unit only for a maximum period of one year following the commencement of such person’s disability unless a longer period of occupancy is authorized by Town.

5. Rent or Lease of the Unit. Owner and Buyers may rent or lease the Unit provided that: (i) the Unit is rented or leased only to a Qualified Occupant(s); (ii) Owner and Buyers may not permit or consent to any sublease of all or any portion of the Unit; and (iii) the Unit may not be rented or leased for a term of less than 90 days (no short term rental). All leases or rentals of the Unit not in compliance with the requirements of this Section 5 are void, and a violation of this Restrictive Covenant.

6. Annual Verification; Other Information.

- A. Owner and Buyers shall submit to Town upon request any information, documents, or certificate regarding the occupancy and use of the Unit that Town reasonably deems to be necessary to confirm Owner's and Buyers' compliance with the provisions of this Restrictive Covenant.
- B. At the time of purchase, any prospective or new Owner and Buyers shall execute a Memorandum of Understanding indicating that he or she has read this Covenant in its entirety and agrees to abide by the terms set forth herein.

7. Inspection of the Unit. Owner and Buyers agrees that Town may enter the Unit to determine compliance with this Restrictive Covenant without an inspection warrant or other legal authorization, subject to the following requirements: (i) entry may be made by Town only between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday; and (ii) Town shall provide Owner and the Buyers' and the occupant of the Unit with not less than 24 hours' prior written notice before entering a Unit. If Town complies with these requirements the Owner and the Buyers shall permit Town's entry into the Unit. Town's rights under this Section 7 may also be exercised by Town's authorized agent. If Owner and the Buyer's fails or refuses to comply with the requirements of this Section 7 Town shall have the right to obtain access to the Unit in the manner provided by law.

8. Payment of Taxes and Prior Encumbrances. During the term of this Restrictive Covenant Owner and the Buyer's shall pay, prior to delinquency, all taxes and assessments levied against the Unit, and all amounts due or to become due on account of principal and interest on any prior encumbrance against the Unit.

9. Advances by Town for Owner and Buyers. If Owner and Buyers fails to do anything required to be done by Owner and Buyers under the terms of this Restrictive Covenant Town may, at its sole option, but without any obligation to do so, do or perform such act or thing on behalf of Owner and the Buyers, and in doing so Town shall not be deemed to be a volunteer; provided, however, that before exercising its rights under this Section 9, Town shall give Owner and Buyers written notice and afford Owner and Buyer not less than five (5) days from the giving of such notice within which to do or perform the act required by Owner and Buyers. Upon notification to Owner and Buyers of the costs incurred by Town Owner shall promptly pay to Town the full amount of costs and/or expenses incurred by Town pursuant to this Section 9, together with interest thereon at the legal rate.

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

11. Equitable Relief. Town may specifically enforce this Restrictive Covenant. 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 11 may be sought singly or in combination with such legal remedies as Town may be entitled to, any pursuant to the provisions of this Restrictive Covenant or under the laws of the State of Colorado.

12. Town Authority To Enforce. The restrictions, covenants, and limitations created by this Restrictive Covenant are only for the benefit of Town, and only Town may enforce this Restrictive Covenant. Provided, however, Town may assign its rights to Town of Breckenridge Housing Authority without prior notice to Owner and Buyers.

13. 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 Town and the then-current owner of the Unit as of the date of such waiver, termination, or modification. No waiver, modification, or termination shall be effective until the proper instrument is executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. Town may also terminate this instrument by recording a release in recordable form without the signature of the then-current owner of the Unit. For convenience, such instrument may run to "Owner or owners and parties interested" in a Unit.

14. Statute of Limitations. Owner and Buyers hereby waives the benefit of and agrees not to assert in any action brought by 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 be lawfully asserted by Owner and Buyers in connection with an action brought by Town to enforce this Restrictive Covenant, each and every day during which any violation of this Restrictive Covenant occurs shall 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.

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

16. Notices. All notices provided for or required under this Restrictive Covenant must be in writing, signed by the Party giving the notice, and shall be deemed properly given when actually received or two (2) days after having been mailed, postage prepaid, certified, return receipt requested, addressed to the other Party at such Party's 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 a Unit subsequent to Owner may be sent to the address to which tax notices are sent according to the records of the Summit County Treasurer.

17. Recording; Covenant Running With the Land. The Restrictive Covenant is to be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado,

and shall run with the land and shall be binding upon Owner and Buyers and all subsequent owners of the real property described in Section 1 until this Restrictive Covenant is lawfully terminated in the manner provided in this Restrictive Covenant.

18. Mortgagee's Consent. Owner and Buyers warrants that there is no mortgage or prior recorded liens encumbering the Property.

19. Town's Housing Guidelines. This Restrictive Covenant shall be interpreted in accordance with, and Owner and Buyers shall comply with, the Town of Breckenridge Housing Guidelines in effect from time to time throughout the term of this Restrictive Covenant¹; provided, however, that in the event of a conflict between the restrictions, terms and conditions of this Restrictive Covenant and the Housing Guidelines, this Restrictive Covenant shall control.

20. Owner and Buyers To Give Town Notice Of Default Under Other Encumbrance: Owner and Buyers shall: (i) immediately notify the Town in writing of the receipt of any notice claiming a default under any mortgage, deed of trust, or other lien or encumbrance against the Unit, or a default under any debt or other obligation secured by a mortgage, deed of trust, or other lien or encumbrance against the Unit; and (ii) promptly forward to the Town a copy of any written notice of such default or foreclosure notice received by the Owner and Buyers.

21. Miscellaneous.

A. Applicable Law. This Restrictive Covenant shall be interpreted in accordance with the laws of the State of Colorado regardless of any law that might require to be interpreted under the laws of any other state.

B. Vesting and Term. Town's rights under this Restrictive Covenant vest upon the execution of this Restrictive Covenant. This Restrictive Covenant shall remain in full force and effect in perpetuity unless terminated in accordance with Section 13. Provided, however, if any of the terms, covenants, conditions, restrictions, uses, limitations, or obligations created by this Restrictive Covenant are held to be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rule imposing like or similar time limits, then such provision shall continue only for the period of the lives of the duly elected and seated members of the Breckenridge Town Council in office on the date of the execution of this Restrictive Covenant, their now living descendants, if any, and the survivor of them, plus 21 years.

C. 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.

¹ The most current version of the Town of Breckenridge Housing Guidelines are available for inspection and copying at the Town's Department of Community Development. For further information about the Town's Housing Guidelines, and contact information for the Town's Department of Community Development, see the "Notice Concerning the Town of Breckenridge Housing Guidelines" recorded October 8, 2019 at Reception No. 1209897 of the records of the Clerk and Recorder of Summit County, Colorado, and any subsequent Notice recorded by the Town with the Clerk and Recorder.

D. Terminology. This Restrictive Covenant applies to all genders. Unless the context clearly requires otherwise, the singular includes the plural, and the plural includes the singular.

E. Severability. If any provision of this Restrictive Covenant is finally determined to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Restrictive Covenant to fulfill as closely as possible the original intents and purposes of this Restrictive Covenant.

F. Construction. The rule of strict construction does not apply to this Restrictive Covenant. This Restrictive Covenant is to be given a reasonable construction so that the intention of the Parties as expressed in this Restrictive Covenant is carried out.

G. 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.

H. Binding Effect. This Restrictive Covenant is binding upon, and inures to the benefit of, the Parties and their respective heirs, successors, assigns, legal representatives, and personal representatives, and to all subsequent Owner and Buyers of the Unit, or any interest therein.

This Restrictive Covenant and Agreement is executed by:

OWNER AND BUYERS :

Owner and Buyers' Address:

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by _____

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

This Restrictive Covenant and Agreement is executed by:

TOWN OF BRECKENRIDGE

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

Town's Address:

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

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

1 **EXHIBIT B**

2
3 **DENSITY SUNSET COVENANT**

4
5 This Covenant (“Covenant”) is made _____, 2022 by the TOWN OF
6 BRECKENRIDGE, a Colorado municipal corporation (“Town”).

7
8 1. Town owns the following described real property situate in the Town of
9 Breckenridge, Summit County, Colorado:

10
11 **Block 2, Rodeo Grounds Subdivision (AKA Rodeo Grounds Future Development)**
12 **(commonly known as the Town’s “Stephen C. West Ice Arena”) (hereinafter referred**
13 **to as “Town’s Property”).**

14
15 2. Pursuant to Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of
16 density from one lot or parcel within the Town to another lot or parcel within the Town may be
17 approved by the Town Council only in connection with the approval of a Development Agreement.

18
19 3. Based on the terms and conditions in the Development Agreement, the use of the
20 Property necessitates a transfer of 0.68 single family equivalents (“SFEs”) of density from the
21 Town’s “Stephen C. West Ice Arena” property to the Property located in the Historic District and
22 described in the Development Agreement as the condominium unit located at 160 E. Adams Ave.,
23 Big Sky Condominiums Unit G(A), according to the Plat thereof recorded June 28, 2013 at
24 Reception No. 1030335, Summit County, Colorado.

25
26 4. The 0.68 of single family equivalents of density previously allocated to Town’s
27 Property are forever extinguished. Following the execution of this Covenant, there will be 168.45
28 SFEs of density remaining on the Town’s Property, of which 44.73 SFEs are assigned to the
29 existing Stephen C. West Ice Arena building.

30
31 4. Following the execution of this Covenant, there will be 0 SFEs of density remaining
32 on Big Sky Condominiums.

33
34 5. This Covenant shall be placed on record in the real property records of Summit
35 County, Colorado, and the covenants contained herein shall run with the land and shall bind the
36 Town and all subsequent owners of Town’s Property, or any interest therein.

37
38 6. Town’s Acknowledgment of Covenant Validity. Town agrees that any and all
39 requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this
40 Covenant to constitute a restrictive covenant running with the land shall be deemed to be satisfied
41 in full, and that any requirements of privity of estate are intended to be satisfied, or, in the

42 alternative, that an equitable servitude has been created to insure that the covenant herein contained
43 shall run with the land. This covenant shall survive and be effective as to successors and/or assigns
44 of all or any portion of Town's Property, regardless of whether such contract, deed or other
45 instrument hereafter executed conveying Town's Property or portion thereof provides that such
46 conveyance is subject to this Covenant.

47
48 7. Buyers Acknowledgment of Use Restriction. The Buyers of the receiving parcel
49 acknowledge that the density which has been transferred may be used on the receiving parcel only
50 in accordance with a separate development permit obtained in accordance with the requirements
51 of Chapter 1 of the Breckenridge Development Code.

52
53 9. The execution and recording of this Covenant was authorized by Town of
54 Breckenridge Ordinance No. _____, Series 2022, adopted _____, 2022.

55
56
57 TOWN OF BRECKENRIDGE, a Colorado
58 municipal corporation

59
60
61
62
63 By: _____
64
65 Rick G. Holman, Town Manager

66 BUYER

67
68 By: _____
69 Marc and Marilyn Hogan

70
71 ATTEST:

72
73
74
75 _____
76 Helen Cospolich CMC,
77 Town Clerk

78
79
80 STATE OF COLORADO)
81) ss.
82 COUNTY OF SUMMIT)

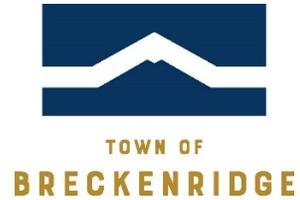
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99

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

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public



Memo

To: Town Council
From: Rick G. Holman, Town Manager
Date: 4/5/2022
Subject: Ground Lease with FIRC

Attached is the first reading of an ordinance that would allow the Town Council to enter into a 75 year ground lease for a piece of property in the McCain subdivision. This property is approximately one-acre more or less and would house the new “flagship” Family and Intercultural Resource Center (FIRC) building. The building will be for administration and operations of FIRC to include a thrift store and food pantry. The ground lease allows FIRC to sublet portions of the building (with the Town’s approval) to other non-profits providing charitable social services to the community. As part of any sublease, FIRC can only recoup expenses for the building on a square footage percentage. Other key items in this lease include:

- The rent for the 75 year term shall be \$10
- FIRC is responsible for all maintenance and upkeep of the property
- If future development next to this lot results in any shared parking then Landlord (Town) acknowledges and agrees that tenant may participate in cost sharing of any common areas such as parking
- If at any point during the first 50 years of this lease, the tenant desires to voluntarily terminate the lease, landlord agrees to pay the fair market value for the building or the amount paid for the initial construction of the building, whichever is less. Starting at year 51 the amount paid for voluntary termination would be reduced by 10 percent through year 60.
- At the conclusion of the lease, the property is quit claimed to Landlord

This proposed ground lease has been prepared in cooperation with FIRC and they are supportive of the lease as presented.

COUNCIL BILL NO.

Series 2022

AN ORDINANCE APPROVING A GROUND LEASE WITH THE FAMILY & INTERCULTURAL RESOURCE CENTER

WHEREAS, the Town owns the real property located in Tracts 6, 11, and 14 of the McCain Subdivision in the Town of Breckenridge, County of Summit, State of Colorado (the "Property") that is the subject of this Ground Lease, a copy of which is attached hereto;

WHEREAS, the Family & Intercultural Resource Center ("FIRC"), a Colorado non-profit corporation, has agreed to use the Property as a flagship FIRC building for Tenant's administration, operations and programs, including, without limitation, a thrift store and food market (pantry), and for additional uses consistent with the provision of charitable and social services operating pursuant to Section 501(c) of the Internal Revenue Code for the benefit of the Town and Summit County, Colorado;

WHEREAS, the Town desires to lease the property to FIRC for this these uses and purposes;

WHEREAS, Section 15.4 of the Breckenridge Town Charter provides: "The council may lease, for such time as council shall determine, any real or personal property to or from any person, firm, corporation, public and private, governmental or otherwise";

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

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

Section 1. The Ground Lease between FIRC and the Town for the Property described in **Exhibit "A"** attached to the Ground Lease is approved; and the Town Manager is authorized, empowered, and directed to execute such Ground Lease for and on behalf of the Town of Breckenridge.

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

Section 3. Minor changes to or amendments of the approved Ground Lease may be made by the Town Manager prior to the execution of the approved Ground Lease if the Town Attorney certifies in writing that the proposed changes or amendments do not substantially affect any material provision of the approved Ground Lease.

1
2 **GROUND LEASE**

3
4 This Ground Lease (“**Lease**”) recorded on _____ under Reception No.
5 _____ of the records of the Clerk and Recorder of Summit County, Colorado will
6 commence on the Effective Date and is made by the TOWN OF BRECKENRIDGE,
7 COLORADO, a Colorado municipal corporation (hereinafter referred to as “**Landlord**” or
8 “**Town**”) and the FAMILY & INTERCULTURAL RESOURCE CENTER, a Colorado non-
9 profit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this
10 Lease as the “**Parties**”, and individually as a “**Party**.”

11
12 For and in consideration of the mutual covenants set forth below and other good and
13 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord
14 and Tenant agree to the following terms and conditions.

15
16 **ARTICLE 1 – GRANT OF LEASE**

17
18 **1.1. Property.** The real property that will be the subject of the Lease is a certain tract
19 of real property located in Tracts 6, 11, and 14 of the McCain Subdivision in the Town of
20 Breckenridge, County of Summit, State of Colorado (the “**Property**”). The general location and
21 configuration of the Property are shown on the attached **Exhibit “A”**, which is incorporated
22 herein by reference. Pursuant to Title 1, Chapter 11, the Town Manager is empowered and
23 authorized to amend this Lease to make any minor modifications or revisions to **Exhibit “A”**
24 mutually agreed to by the Parties prior to execution of this Lease. The Property consists of
25 approximately 1.0 acres, more or less, and is currently unsubdivided. The Town will subdivide
26 the Property before entering into the Lease with Tenant.

27
28 **1.2 Condition of Property; Tenant Release.** Except as otherwise expressly
29 provided in this Lease, (i) Landlord is leasing the property as is, where is and with all faults, and
30 Landlord does not warrant or make any representations, express or implied, relating to the
31 merchantability, quantity, quality, condition, suitability or fitness for any purpose whatsoever of
32 the property; and (ii) Landlord has no liability whatsoever to undertake any repairs, alterations,
33 removal, remedial actions or other work of any kind with respect to any portion of the Property.

34
35 **1.3 Quiet Enjoyment.** Upon the Commencement Date, Tenant shall have the
36 peaceable and uninterrupted use and occupancy of the Property during the Term, subject to (i)
37 Tenant's compliance with its obligations under this Lease, (ii) the rights reserved by Landlord for
38 access to, and use of, the Property as provided in this Lease, and (iii) the Permitted Exceptions,
39 but otherwise without hindrance or interruption by Landlord or any other person lawfully or
40 equitably claiming by, through or under Landlord.

41
42 **ARTICLE 2 – LEASE TERM**

43
44 **2.1 Term; Commencement Date.** The commencement date of this Lease (the
“**Commencement Date**”) shall be the Effective Date. The term (the “**Term**”) of this Lease shall

GROUND LEASE

1 be for a period of seventy-five (75) years, commencing on the Commencement Date. The Term
2 shall expire at 11:59 p.m. on the day immediately preceding the seventy-fifty (75th) anniversary of
3 the Commencement Date (the “**Expiration Date**”), unless sooner terminated as herein provided.

4
5 **ARTICLE 3 – RENT AND EXPENSES**
6

7 **3.1 Rent.** The rent for the Term shall be \$10.
8

9 **3.2. Taxes.** Although all real property owned by the Town is exempt from taxation,
10 during the Term of the Lease Tenant’s occupancy and use of the Property pursuant to the Lease
11 may be deemed to be a taxable possessory interest pursuant to Section 39-1-103(17)(a), C.R.S.
12 Tenant shall be required to pay any real or personal property taxes levied against the Property;
13 provided, however, Landlord shall not levy, impose or assess any special or general taxes,
14 assessments or fees upon the Property, the Improvements or the use of such Property and
15 Improvements, which are not otherwise uniformly applied by the Town.
16

17
18 **ARTICLE 4 – PLANNING, DESIGN AND CONSTRUCTION**
19

20 **4.3 Improvements Landlord Approvals.** Prior to construction of any improvements
21 on the Property, including, without limitation, any buildings, driveways, sidewalks or other
22 improvements on the Property related to Tenant’s intended use of the Property (the “Tenant
23 Improvements”), Tenant must submit the design details of the Tenant Improvements to the
24 Landlord for its approval as the owner of the Property acting in its proprietary capacity. The
25 Landlord’s approval of the Tenant Improvements may be granted, conditionally granted, or
26 denied in Landlord’s sole discretion. If the Landlord approves of the Tenant Improvements, the
27 Tenant must apply for and receive approval of a development permit from Landlord acting in its
28 governmental capacity.
29

30 **4.4 Timeline for Construction.** Tenant shall begin construction of the Flagship
31 FIRC building no later than five (5) years from the Effective Date of this Lease. Failure to
32 begin construction in accordance with this Section 4.4 shall result in termination of this
33 Agreement; provided, however, the Landlord may, in its sole discretion, waive or extend the
34 timeline for construction.
35

36 **4.5 Title to Improvements/Reversion.** Upon completion, Tenant shall be the owner
37 of all Tenant Improvements. On the Expiration Date or sooner termination of this Lease, whether
38 by default, eviction, or otherwise, the Tenant Improvements (together with any alterations made
39 to same from time to time), all fixtures incorporated in the Property owned by Tenant, and
40 Tenant’s Property located in, on, or at the Property or otherwise constituting part of the Property,
41 shall be quit claimed to Landlord, in such form and delivery as reasonable requested by
42 Landlord. Notwithstanding the provisions of this paragraph, the machinery and equipment of
43 Tenant, other than that which is affixed to the Property so that it cannot be removed without
44 damage to the Property, shall remain the property of Tenant and may be removed within thirty

1 (30) days after the expiration or sooner termination of this Lease, unless otherwise agreed to by
2 the Parties in accordance with Section 7.4 below or under terms established by mutual agreement
3 in writing by the Parties.
4

5 **ARTICLE 5 – USE OF PROPERTY**

6

7 **5.1 Use of Property.**

8

9 a. Tenant shall construct and maintain the Tenant Improvements and use the
10 Property as a “Flagship” FIRC building for Tenant’s administration, operations and programs,
11 including, without limitation, a thrift store and food market (pantry), or for such other or
12 additional uses consistent with the provision of charitable and social services operating pursuant
13 to Section 501(c) of the Internal Revenue Code for the benefit of the Town and Summit County,
14 Colorado.
15

16 b. Tenant shall have the right to sublet all or any portion or portions of the Property
17 or Tenant Improvements as hereinafter provided; provided, any subtenant or licensee of the
18 Property is required to use any subleased property in a manner consistent with the provision of
19 charitable and social services operating pursuant to Section 501(c) of the Internal Revenue Code
20 for the benefit of the Town and Summit County, Colorado. Tenant shall give Landlord prior
21 written notice thereof, together with a term sheet identifying the proposed subtenant, its use of
22 such portion of the Property or Tenant Improvements, term, the rental rate and other economic
23 terms (a “**Lease Proposal**”). As part of any sublease, Tenant can only charge a rental fee that
24 allows Tenant to recoup expenses for common area maintenance and building cost, including,
25 without limitation, any financing costs, based on a percentage of square footage use. Tenant
26 shall not profit from subleasing any space. Landlord shall have twenty (20) days after receipt to
27 approve or disapprove such Lease Proposal, which approval shall not be unreasonably withheld,
28 conditioned or delayed. If Landlord fails to disapprove the Lease Proposal within such period,
29 the Lease Proposal shall be deemed approved.
30

31 **5.2 Maintenance of the Property and Related Obligations.**

32

33 a. Tenant will keep and maintain the Property and the building(s) to be constructed
34 on the Property in a good and sanitary condition and state of repair at its cost.
35

36 b. Tenant will provide all required watering, mowing, and maintenance of the
37 landscaping of the Property.

38 c. Tenant will provide all necessary snow and ice plowing and removal from the
39 parking lot(s) of the Property, and all sidewalks and walkways of the Property. Landlord
40 acknowledges and agrees that Tenant may participate in the sharing of performance obligations
41 and related costs with Landlord or adjacent property owners.

1 d. Tenant will pay for all janitorial and trash removal services required for the
2 Property. All contracts for required janitorial services for the Property will be placed solely in
3 Tenant's name.

4 e. Tenant will pay all charges for utilities used or consumed by Tenant and Tenant's
5 sublessees at the Property, including, without limitation, water, gas, heat, electricity, power,
6 telephone, cable television, internet service, other communications services, and sewer service
7 charges. Tenant will place all utility contracts in its sole name.

8 f. Tenant will provide at its cost all security required to protect the health, welfare,
9 and safety of the users of the Property.

10 g. Tenant may erect on the Property only such signage as may be authorized by sign
11 permit(s) approved by Landlord, acting in its governmental capacity.

12 h. Tenant will not permit any lien to be filed against the Property including, without
13 limitation, a lien arising out of any work performed, materials furnished, or obligations incurred
14 by Tenant. Should mechanics', materialmen's, or other liens be filed against the Property, Tenant
15 shall cause such liens to be canceled and discharged of record, or shall file a bond in substitution
16 of such liens, within thirty (30) days of Tenant's receipt of notice of such lien. Notwithstanding
17 the foregoing, Tenant may contest, in good faith and with reasonable diligence, the validity of
18 any such lien or claimed lien, provided that Tenant shall give to Landlord such security as
19 Landlord may reasonably request to ensure the payment of any amounts claimed. If Tenant
20 contests a lien or claimed lien, then on final determination of the lien or claimed lien, Tenant
21 shall cause the lien to be released and, in the event of an adverse judgment, satisfy such
22 judgment. Nothing herein shall preclude Tenant from obtaining a mortgage for the building.

23 **ARTICLE 6 – INDEMNITY AND INSURANCE**

24 **6.1. Insurance.** Tenant will provide at its cost the following insurance coverages:

25 **a. Property Damage Insurance During Construction.** During the period of
26 construction of the Tenant Improvements, Tenant, at its sole cost and expense, shall keep or
27 require its general contractor to keep, a policy of builder's risk insurance covering loss or
28 damage to the Tenant Improvements for the full replacement cost of all such construction, which
29 shall list Landlord as an additional named insured if such coverage is available at reasonable cost
30 and under reasonable terms and conditions. Otherwise, the policy of builder's risk insurance
31 shall name Landlord as an additional insured.

32
33 **b. Completion of Construction of Improvements.** From and after the completion
34 of the Tenant Improvements, Tenant shall keep in full force and effect a policy of all risk, special
35 form or equivalent form property insurance covering loss or damage to the Tenant Improvements
36 in the amount of the full replacement cost of the Tenant Improvements, in an amount at least
37 equal to the hard costs of construction, with a deductible that is commercially reasonable under
38 prevailing standards for comparable properties in the vicinity of the Property.
39

1 **c. Commercial General Liability.** During the Term, Tenant shall keep in full force
2 commercial general liability insurance ("CGL"), with bodily injury and property damage
3 coverage with respect to the Improvements and business operated by Tenant, which shall list
4 Landlord as an additional insured. The limits of such CGL policy shall be not less than
5 \$2,000,000.00 in coverage through primary and/or excess insurance, with a deductible that is
6 commercially reasonable in light of Tenant's financial strength. Landlord shall be an additional
7 insured under Tenant's liability insurance policy.

8 **6.2 Indemnification.** Tenant will indemnify the Landlord, its officers, employees,
9 insurers, and self-insurance pool against all liability, claims, and demands (including attorney's
10 fees and costs) for injury, loss, or damage, including, without limitation, claims arising from
11 bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss
12 of any kind whatsoever, arising out of or are in any manner connected with the Lease, to the
13 extent that such injury, loss, or damage is caused by Tenant's use or occupancy of the Property
14 pursuant to the Lease.

15
16 **ARTICLE 7 - DEFAULT/TERMINATION AND OTHER REMEDIES**
17

18 **7.1 Events of Tenant's Default.** Any of the following occurrences, conditions or acts
19 by Tenant shall constitute an "Event of Default" under this Lease:
20

21 a. **Failure to Pay Rent; Breach.** (i) Tenant's failure to make any payment of money
22 required by this Lease (subject to Tenant's right of good faith contest with respect to taxes and
23 assessments), within ten (10) days after the receipt of written notice from Landlord to Tenant that
24 same is overdue ("**Monetary Default**"); or (ii) Tenant's failure to observe or perform any other
25 material provision of this Lease within thirty (30) days after receipt of written notice from
26 Landlord to Tenant specifying such default and demanding that the same be cured ("**Non-**
27 **Monetary Default**"); provided that, if such default cannot with due diligence be wholly cured
28 within such thirty (30) day period, Tenant shall have such longer period as is reasonably
29 necessary to cure the default, including, without limitation, any time period necessary under
30 Colorado forcible eviction and detainer laws, so long as Tenant proceeds promptly to commence
31 the cure of same within such thirty (30) day period and diligently prosecutes the cure to
32 completion.
33

34 **7.2 Termination.** By giving Tenant written notice, Landlord may terminate this
35 Lease for Tenant's failure to comply with Section 4.4 or Section 7.1(a) of this Lease as of the
36 date of Tenant's default beyond any applicable cure period, or as of any later date specified in the
37 notice and may demand and recover possession of the Property from Tenant. In surrendering
38 possession, Tenant and its assignees, subtenants, licensees, and invitees, shall be entitled to
39 remove and retain all of their removable trade fixtures and other personal property located on the
40 property, so long as the removal is completed within a 10-day period of time or unless a longer
41 period is stated in the notice of termination.
42
43
44

1 delivery (including by means of professional messenger service); (ii) nationally recognized
2 overnight courier; (iii) registered or certified mail, postage prepaid, return receipt requested; or
3 (iv) facsimile transmission, electronic mail, or electronic transmission of a PDF document
4 followed by delivery of a hard copy through one of the methods outlined in (i)-(iii) above, and
5 shall be deemed received upon the date of receipt (or refusal to accept delivery) thereof. Notice
6 of change of address shall be given by written notice in the manner detailed in this Section.
7

8 If to Tenant: FAMILY & INTERCULTURAL RESOURCE CENTER
9 251 W 4th St, Silverthorne, CO 80498
10 Attention: Brianne Snow
11 Executive Director
12 Office: 970.455.0221 | Mobile: 970.389.4810
13 www.summitfirc.org | briannes@summitfirc.org
14

15 If to Landlord:

16
17 Town of Breckenridge Attention: Rick Holman, Town Manager
18 P.O. Box 168 150 Ski Hill Road Breckenridge, Colorado 80424
19 Telephone number: (970) 547-3166
20

21 With Copies to:
22 Kirsten J. Crawford, Town Attorney
23

24 **8.5 Successors and Assigns.** All covenants, promises, conditions, representations,
25 and agreements in this Lease contained shall be binding upon, apply to, and inure to the benefit
26 of the Parties hereto and their respective heirs, executors, administrators, successors (including
27 subtenants), and permitted assigns.
28

29 **8.6 Governing Law; Waiver of Jury Trial.** This Lease shall be construed under the
30 laws of the State of Colorado, without giving effect to conflicts of laws principles. Any reference
31 in this Lease to a state or federal statute or municipal ordinance shall include any successor
32 statute or ordinance. Both Landlord and Tenant waive the right to a jury trial in any action
33 pertaining to this lease.
34

35 **8.7 Venue and Jurisdiction.** The exclusive venue for any dispute between the Parties
36 relating to or arising out of this Lease shall be the Colorado State district court for Summit
37 County. The Parties consent to the jurisdiction and venue of any of the above-described courts
38 and waive any argument that venue in such forums is not proper or convenient.
39

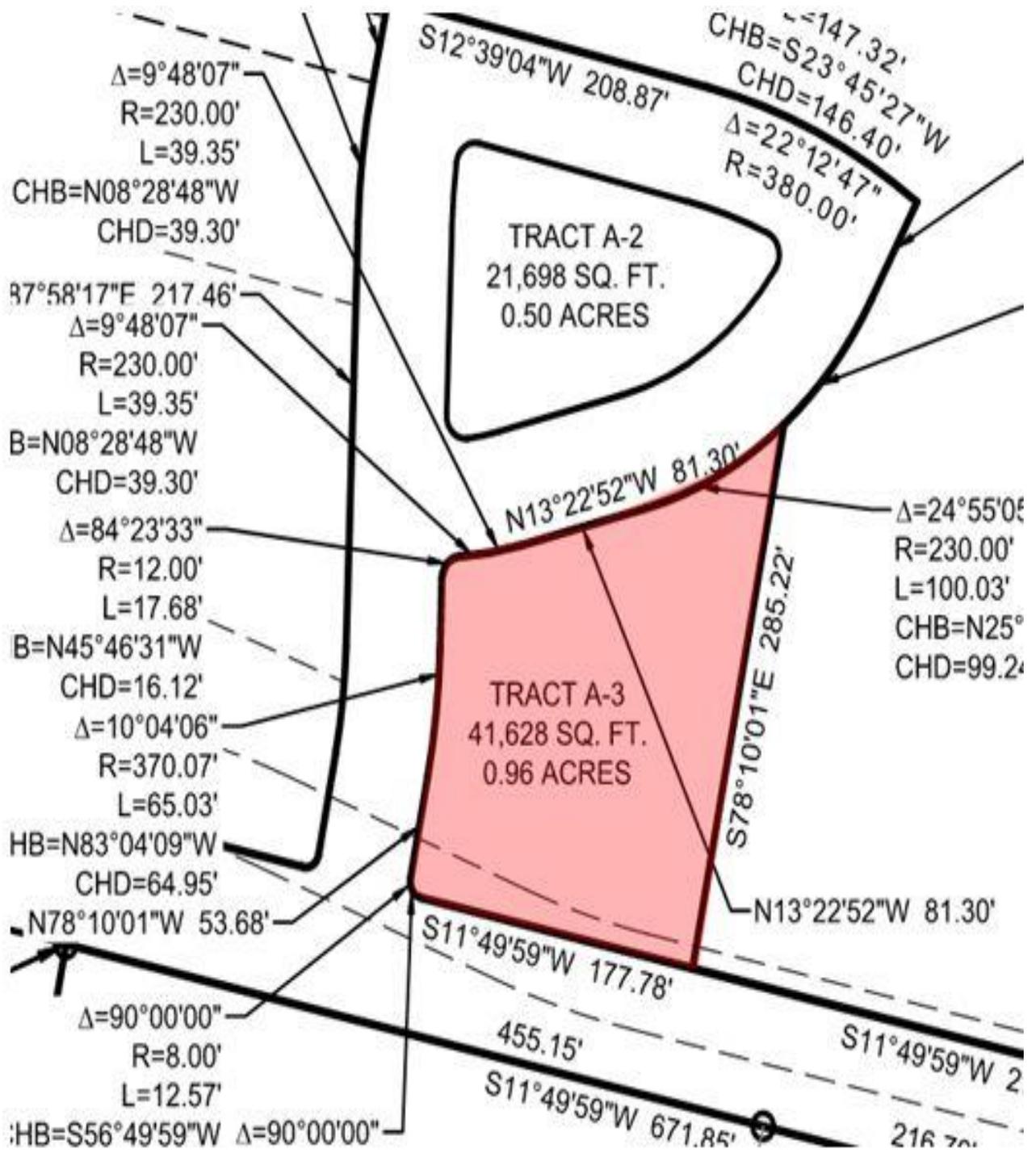
40 **8.8 Amendment.** No provision of this Lease may be modified except by an
41 amendment expressly and specifically set forth in a written instrument executed by each Party
42 with authority to enter into such an amendment.
43

1
2
3
4
5
6
7
8
9
10

THENCE NORTH 11°49'59" EAST, A DISTANCE OF 177.78 FEET TO THE POINT OF BEGINNING;

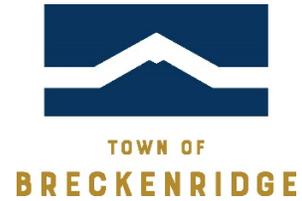
SAID PARCEL CONTAINS 41,628.925 SQUARE FEET OR 0.956 ACRES, MORE OR LESS.

[INTENTIONAL PAGE BREAK]



1

GROUND LEASE



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: April 6, 2022
Subject: Planning Commission Decisions of the April 5, 2022 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, April 5, 2022:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

1. Kuhn Single Family Residence and Accessory Dwelling Unit, 203 Briar Rose Ln., PL-2021-0565:
A proposal to construct a new 4,129 gross sq. ft. single family residence with 4 bedrooms, a 2 car garage, and a 1 bedroom Accessory Dwelling Unit (ADU); which includes subdividing the lot and removing the existing modular single family residence from the northern half of the property. *Approved, see second memo.*

CLASS C APPLICATIONS:

1. Cedars Unit 7 Dormer Addition, 505 Village Rd. #7, PL-2022-0073:
A proposal to add a new dormer window and associated 103 sq. ft. of density. *Approved.*
2. Bradford Addition, 128 N. Gold Flake Terrace, PL-2022-0082:
A proposal to add a 629 sq. ft. addition to an existing 3,224 sq. ft. single family residence. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER:

1. CMC Housing Courtesy Review, 107 Denison Placer Rd., PL-2022-0064:
A public hearing was held to review a proposal to build a 23,103 sq. ft. multi-unit student housing building on the southern portion of CMC's campus lot. The property is subject to a Memorandum of Understanding that any substantial addition to the CMC campus requires a public hearing in front of Planning Commission and Town Council. *Approval Recommended.*

Memo

To: Town Council
From: Chapin LaChance, AICP – Planner III
Date: April 6, 2022 for meeting of April 12, 2022
Subject: Kuhn Single Family Residence and Accessory Dwelling Unit - Class B Major Development Permit Application: Planning Commission Approval Summary

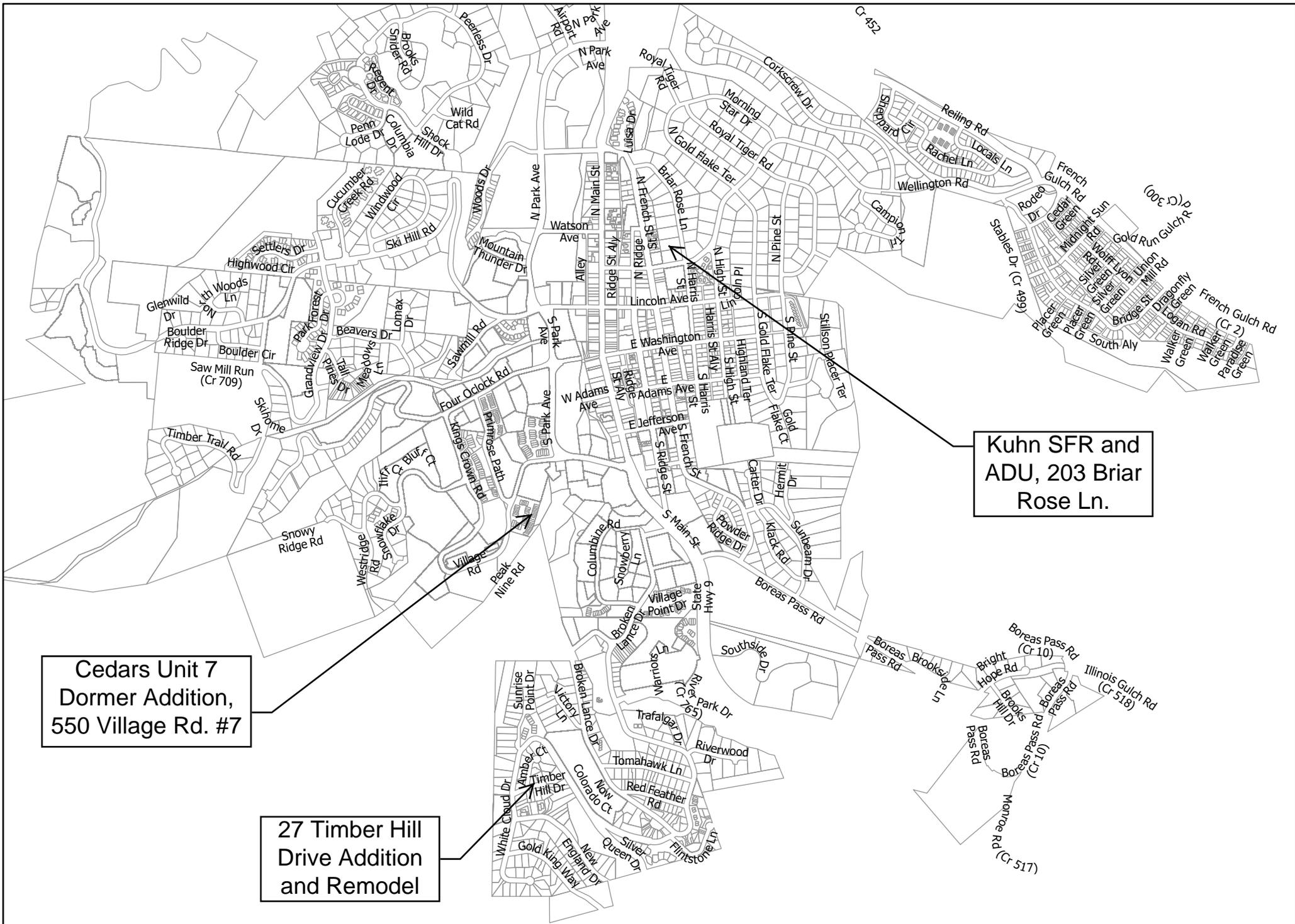
The applicant proposes to construct a 4,129 (gross) sq. ft. single-family residence with four-bedrooms, a two-car garage, and a one-bedroom Accessory Dwelling Unit (ADU). This proposal is subject to a Development Agreement approved by the Town Council in 2020 for subdivision of the existing Lot 2 into 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 Planning Commission reviewed this proposal at a Preliminary Hearing on January 4, 2022 and at a Final Hearing on March 1, 2022, at which the Commission continued the Final Hearing to the April 5 meeting. No public comment was received at or prior to any of the Hearings. The Commission approved the application at the April 5 meeting with a vote of 5-2, with Findings and Conditions of Approval. The dissenting Commissioners expressed concerns regarding building orientation and the visual impact of the garage, as well as the reduced width of the lot authorized by the Development Agreement.

Additional detail on the application is available in the Planning Commission's online packet here: <https://www.townofbreckenridge.com/home/showpublisheddocument/21354/637844219770730000/>

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



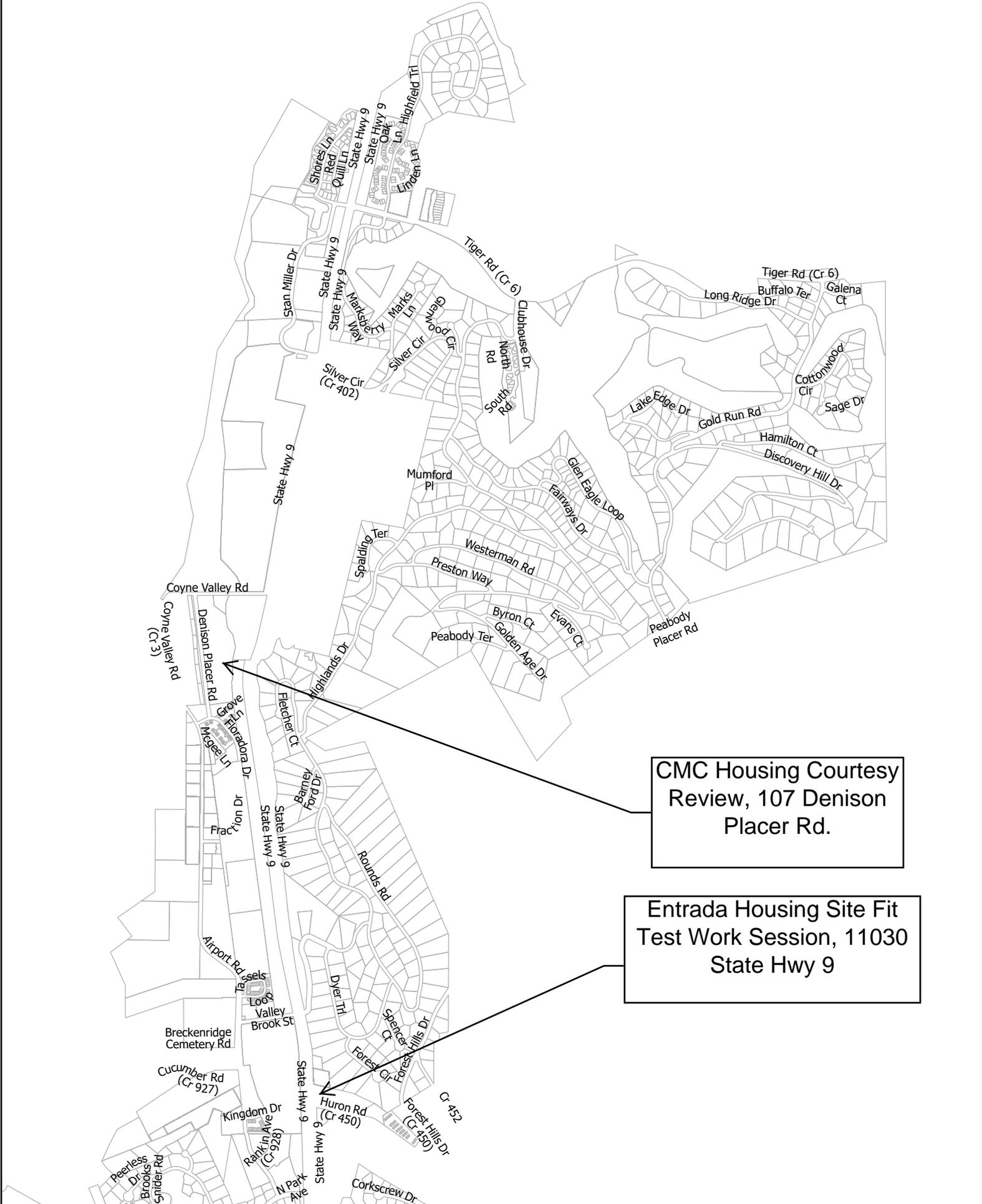
Image 1 (above): Architect's rendering of proposed development, as viewed looking northwest from Briar Rose Lane.



**Kuhn SFR and
ADU, 203 Briar
Rose Ln.**

**Cedars Unit 7
Dormer Addition,
550 Village Rd. #7**

**27 Timber Hill
Drive Addition
and Remodel**



CMC Housing Courtesy Review, 107 Denison Placer Rd.

Entrada Housing Site Fit Test Work Session, 11030 State Hwy 9

PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the March 15, 2022 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the April 5, 2022 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

CONSENT CALENDAR:

1. Cedars Unit 7 Dormer Addition, 505 Village Rd. #7, PL-2022-0073
2. Bradford Addition, 128 N. Gold Flake Terrace, PL-2022-0082

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

FINAL HEARINGS:

1. Kuhn SFR and Accessory Dwelling Unit, 203 Briar Rose Ln., PL-2021-0565 (*Continued from the March 1, 2022 Meeting*)

Mr. LaChance presented a proposal to construct a 4,129 gross sq. ft. single family residence with four bedrooms, a two car garage, and a one bedroom accessory dwelling unit (ADU), including updates since the March 1st meeting.

Questions for the Planning Commission:

1. Does the Commission find the visual impact of automobiles and the garage to be minimized per Design Standards 267 and 318, or does the Commission find an additional negative three (-3) points are warranted under either or both of these Standards?
2. Does the additional information provided by staff and the applicant regarding the building's orientation to the Town grid cause the Commission to determine that negative points are no longer warranted under Design Standard 269?

Commission Questions:

Mr. Giller: Requested clarification on Question #1 regarding visual impact to automobiles. Mr. LaChance clarified that Question #1 was not regarding the textured and colored driveway modification.

Ms. Delahoz: The pictures were really helpful. No additional questions.

Ms. Gerard: None

Mr. Frechter: Requested clarification on chart in staff report comparing Design Standards 318 and 267 regarding visual impact of garage and garage's orientation to the street. (Mr. LaChance clarified the chart comparing preference for garage door orientation and the proposed garage doors being parallel to the street vs. perpendicular.) So this is then the relevant code. Thanks.

Mr. Leas: None.

Mr. Swintz: Do we have the ability to have a condition that the occupant of the ADU can't park there? (Mr. LaChance: A Condition of Approval could be added requiring a Restrictive Covenant

and Agreement prohibiting parking in the yard, if it is a concern of the Commission. We do not want to unnecessarily encumber the property with too many Restrictive Covenants.) Thanks.

Mr. Beckerman: Excellent staff report, Chapin. The email you sent, none of the examples were really applicable to the Briar Rose Character Area, correct? (Mr. LaChance: My intent was provide some background information on the pictures of recently approved projects provided by the applicant. Those projects were of projects in the Historic District, not the Briar Rose Transition Character Area, and there are not any Design Standards related to building orientation for the Historic District. So no, those pictures are not applicable for precedent approved by the Planning Commission under Design Standard 269, but they do show the character of the existing historic homes.) So this would be precedent setting on where we go with 269? (Mr. LaChance: Yes) (Mr. Truckey: This would set precedent in the Transition Area only, not for the whole Historic District.) The SFR is aligned with the grid, what would you look at for if it's perpendicular or parallel? How is that determined? (Mr. LaChance: The axis of the building runs east-west, and staff considers the axis to be the building's length, down the middle of the length. This is its orientation to the town grid.) The Character Area Standards override or supercede the general Standards for the Transition Area? When in conflict? (Mr. LaChance: In this case, the general Standard gives specific direction, it says to look at the Standard specified to the Briar Rose Character Area, so in this case, yes, although we normally consider both. The intent of the Character Area Standards is to go into more detail than the general Standards for the Transition Area. The intent is not for them to conflict).

Peter Grosshuesch, Applicant Representative:

Good evening, both Janet and Dennis are out of the country on vacations and work assignments previously scheduled. We apologize for them not being in attendance. Thanks Mr. LaChance for the staff report and presentation. I do agree with everything Mr. LaChance said tonight, so I can keep this short. I was in attendance at both the previous hearings, as a result of the PC's input, Janet has made a number of changes. Modified windows, lowered ridge height on garage, eliminated surface parking, put in the textured concrete. We are trying to be responsive and we will continue to do that. I believe that we have resolved the issues with the building entrance orientation and the solid to void ratio of the windows on the West elevation. Garage location, the standards do cascade down from general to specificity, when it calls this is what should happen in a specific character area, that does modify the general statement of the preamble. I was the Director of Comm. Dev. and I had a hand in writing these standards. For grid orientation, looking at this plan, the ridgelines do split up east/west north/south but the length of the building is longer on east/west axis and this is called out in the standards as something that the code is looking for. Looking at the elevations, it shows here the difference on the east-west vs. north-south length of the building. On the north elevation, I see strong east-west ridgeline components in this elevation, for the policy saying "generally" it gives some latitude for interpretation. This gives flexibility (quoted Design Standard regarding greater flexibility in building orientation on larger outlying parcels). Briar Rose has the largest lots in the conservation district by a longshot so this is met. The buildings along Briar Rose are setback the greatest distance in any of the transition zones. So this is also in compliance with that description. The standard was written to prevent diagonal or random building orientation on the lots. We have examples of this in the neighborhoods. Two of the three lots have the diagonal orientations. Wellington Square was the poster child for writing this policy so we don't get what's depicted in the code in the second panel. The modifier about the ridgelines is an indication, but it's written further down in the policy. The intent is that the building axis correctly aligned with the town grid. We think we are in compliance and we think you have the latitude to make that interpretation so we would request no negative points for that policy. Happy to take additional questions.

Mr. Swintz: The two corrugated metals, are they the same materials and color? (Mr. Grosshuesch: I am not sure). Restrictive covenant for parking? (Mr. Grosshuesch: Not sure, let me address it.

The plan is showing snowstack in that area, it would be a functional space for snow. I don't think they'll be parking there in the winter. Development permits are enforceable so if someone is parking there staff has legal remedies, much like a covenant.)

No public comment.

Commissioner Comments #1:

- Mr. Giller: 1. Yes I find the impact to be minimized per 267 and 318. 267 is about garages.
Ms. Delahoz: 1. Yes it is minimized.
Mr. Gerard: 1. No. I respectfully disagree with my fellow commissioners, if you look at 267 and the policy that proceeds it the primary concern is the intent to not let garages dominate. This has been the issue. 318 clearly provides that this garage can be in the front and provides that if it is in the front, the doors should be parallel to the street so this complies. But 267 is to avoid locating garages so that they dominate. It is permitted to be in the front under 318 but it doesn't solve the problem. It is two stories tall and blocks the primary façade of the home, so no.
Mr. Frechter: 1. No. 318 is satisfied, thank you for the chart Chapin. I agree with Mr. Gerard, in the spirit of 267 it does dominate with the garage forward, so no.
Mr. Leas: 1. No. I echo this. We are talking about a garage and its domination, wherever the doors are it's still a garage and has the same mass, so I say no.
Mr. Swintz: 1. Yes I agree that it does comply with 318 and 267 there are plenty of garages in the front here in town. The minimization of the garage has a lot to do with the orientation of the doors. My vote is yes.
Mr. Beckerman: 1. Yes. Looking at the language written, this does comply. The character area standard supersedes the more general area standard so the language complies.

Tally: 4 complies, 3 does not comply.

Commissioner Comments #2:

- Mr. Giller: 2. Yes
Ms. Delahoz: 2. Yes
Mr. Gerard: 2. No. Mr. Grosshuesch pointed out the South elevation where there are compelling ridgelines that run perpendicular. We went into the weeds. This is a large lot but was divided. All guidelines discuss street view and pedestrians, I can't get beyond when you look you see two ridgelines parallel to the street, you have to go around the corner to see. I think it's dominated by the parallel ridgelines and standard 269 says East of Main St. this Standard should apply and the main ridge should be perpendicular and it isn't, so no.
Mr. Frechter: 2. No. With the garage, it's hard to see the ridgelines. In the spirit of the code, it is what you see from the street.
Mr. Leas: 2. Yes. Ridgelines comply per site plan.
Mr. Swintz: 2. Yes, based on primary axis with its majority footprint. It is in line with the grid.
Mr. Beckerman: 2. No. Talking to staff, when you look from East elevation the structure in front of you is the garage, and then the ridge behind it is parallel to Briar Rose. I don't think anyone on Briar Rose would say there is a longer ridge that is going East/West. It does not comply.

Tally: 4 complies, 3 does not comply.

Commissioner Comments:

- Mr. Giller: None.
Ms. Delahoz: None.
Mr. Gerard: We all want to see Mr. Kuhn succeed, my thought that we really went off the rails because

the large lot was divided into two. The developer wants a significant program on both lots. This has pushed the envelope on primary entrance, this fails 263, it fails because of mass of garage, I agree staff has analyzed the location but not the mass, policy says it can't dominate, orientation from the grid from a street view, it is parallel to the road. When this is built the height of the garage will obscure the building behind it. I don't think this should succeed.

Mr. Frechter: None.

Mr. Leas: Jay you brought up precedent. This developer will likely ask for the same house flopped right next door so I think we set precedent. We are now approving the house next door. The Council needs to consider how difficult they make it for us when they don't follow their own subdivision rules and create two narrow lots. If they haven't done that, we wouldn't be here. I know they thought they would get a free deed restriction and easement for a trail which may never get built. It would be wise in the future to look at the whole spectrum of what's being done. There are subdivision rules for a reason.

Mr. Swintz: For the parking space, in the summer they could park a car there. (Mr. LaChance: Explained staff process for enforcement with violation letters and that illegal parking in the front yard can be enforced based on the site plan approval).

Mr. Beckerman: This application has pushed the policies to a point of contention. I find the presence of a precedent setting decision weighs heavy on me. This is a small area, but the decision on Standard 269 is something we will see a few more times into the future. If we don't look at that strongly, for Standard 269 and what the perception of the ridgelines are from the street view then we are doing a disservice to Commissions moving forward. We have the recommended motion and point analysis, and the alternative point analysis option that is consistent with our tally.

Ms. Delahoz made a motion to approve the Kuhn SFR and ADU with a passing score of +3 points (alternative point analysis with additional finding #8), seconded by Mr. Giller. The motion passed 5 to 2, with Commissioners Gerard and Frechter dissenting.

COMBINED HEARINGS:

1. Colorado Mountain College Housing Courtesy Review, 107 Denison Placer Rd., PL-2022-0064

Ms. Crump presented a proposal to provide 23,103 sq. ft. of multi-unit student housing on the southern portion of the Colorado Mountain College's CMC campus lot. The building is proposed to include 36 residential units; 24 studios and 12 two-bedroom units. It was noted that the property is subject to a recorded MOU stating that any substantial addition to the CMC campus requires a Public Hearing in front of the Planning Commission and Town Council.

Commissioner Questions / Comments:

Ms. Delahoz: Looking at rendering, is that the front? Is the parking lot on the side? (Ms. Crump: Correct as per the elevations). On the four views of what is there now, how close is the building to the other building? (Ms. Crump: The setback is 10 ft. so close to the pickup truck in the photo is a good guess.) Thank you.

Mr. Gerard: Considering parking, we have a ton of parking there, for the college addition they did a study of how full that lot gets, can you refresh us on that? The use of the main lot? (Mr. Kulick: I counted three days a week for a number of years, and Breck park does the role now, the lot immediately North, on most days had zero cars. There is a COVID testing site there now. I was there recently and only a few cars associated with the testing site where there. The lot is designed for shared parking on weekends for ski area potential. There is the shared use agreement. Long term, if the campuses build out more, the lot should be utilized more, but in the short-term it isn't used a lot. We feel like the parking is sufficient.

There may come a day where we reevaluate when the campus builds out more). I don't see us ever running out of parking even with two dorms. I wonder if we even want them to build the extra spots (we acknowledge it doesn't meet the code but as a courtesy review we are not advocating for more parking.)

Mr. Frechter:

None.

Mr. Leas:

Where do the students currently live? (Ms. Crump: There aren't dedicated dorms, I know that CMC owns some units in Denison Commons directly to the south of this site, but otherwise students compete for other workforce housing in the County) So this would help. (Mr. Askeland, applicant: We own all 30 units in Dennison Commons.)

Mr. Swintz:

Chris alluded to this, do you know what the timing is on the second phase/ it shows as a dotted line. (Ms. Crump: CMC believes it is in the near future, we suggested they would put landscaping to buffer between the parking lot, but they do want to move forward with a building there soon and declined to add landscaping). It relates to the re-conveyance if the property is not used, maybe the building should be closer to the existing parking. If they move forward 20 years later after the agreement, if they don't use it, we can have the ground back is how I understand so I don't know if paving land means development I think it relates to where the building is in relation to parking but also what the town might get back if CMC never utilizes it. The sidewalk that goes diagonal, there are two triangle spaces there, it isn't very efficient of it to put the diagonal sidewalk if we don't get the land back. (Mr. Truckey: It's presumptive to think the town would get the land back. The Town Council would have to take action to get it back and I don't know if they would be inclined to.) (Ms. Crump: There is a terrain change, making the sidewalk diagonal follow the existing terrain.) On the non-natural materials, is the brown hardie board? (Ms. Crump, yes but wood look. The crème is corrugated metal. The rendering shown is somewhat outdated).

Mr. Giller:

Is the siding that replaces the stucco the same light olive? (Ms. Crump: Yes.) The Juliette balconies, what do our design standards say (Ms. Crump: We don't specifically regulate them).

Mr. Beckerman:

Has there been comment from residents closeby or are they aware? (Ms. Crump: No, but there will be the full public hearing with Town Council.) Do you think there will be objections? (Ms. Crump: It could block the sun and is three stories and could block their view.) (Mr. Kulick: Since CMC owns the property to the south and there is some turnover my guess is there wouldn't be a lot of objection. The existing building is offset with the proposed building so it won't seem as close. It's similar to other developments in the area). Would this constitute a true shared parking agreement? And how would that work? Can we use it as a model? (Ms. Crump: CMC would control both lots so it would work for them but since one entity controls the lot I don't think it could be an example for shared parking.) What is the occupancy? (Ms. Crump: I will defer to the applicant.)

Dave Askeland, Applicant:

In terms of the changes, budget constraints are a factor in providing housing for our students. We want to meet the existing Dennison common units and sharing parking, the parking isn't being utilized. For our student timelines, they are 12 month lease agreements but we want to offer creative leasing since some programs aren't year long programs so we want to meet student needs. For the last four year we haven't had any vacancies.

Commissioner Questions / Comments:

Ms. Delahoz:

What is the timeline for building two? (Mr. Askeland: Within a few years.)

Mr. Gerard:

Did you give thought that you could do building two without building a parking lot because of the access? (Mr. Askeland: If we located the first building in its proposed location, we can tie in easier for the pathway and if we didn't have a second phase this would make

- more sense on its own. The only reason we would not go forward with a building two is the cost factor.)
- Mr. Frechter: Would you consider putting in a supermarket? (Mr. Askeland: We are open to all creative things.)
- Mr. Leas: You control the Denison Commons, or you own? (Mr. Askeland: we own it, from a lease to purchase agreement from the Town.)
- Mr. Swintz: Do you have an answer regarding the lack of storage? (Mr. Askeland: we want to maximize the number of units and it really comes back to cost. There are limitations.) There are college campuses everywhere that have bikes and bike locks and storage. I am sensitive to what it looks like outside. (Mr. Askeland: We will be attentive to maintaining the area as well kept.)
- Mr. Giller: Good project, I know it is out of our purview but have you looked at your studio floorplan? Your bathroom chews up a lot of footprint. A furniture plan would help. (Mr. Askeland: We looked at the sizing based on Denison Commons) (Cynthia Ottenbrite, Architect: There are stringent clearance requirements in the bathrooms for ADA compliance so we wanted to be consistent. There isn't a lot off wiggle room between the vanity and shower space. We have a water heater closet in the bathrooms as well.) I would consider making them smaller for the non-ADA units.
- Mr. Beckerman: Is it normal to have a water heater in every unit? (Mr. Leas: Yes.) Can you bring generality to a needs assessment? What are your projections? Is housing a barrier to entry for CMC programs? (Mr. Askeland: We don't have hard numbers, they don't wait and go somewhere else. 30-50% of the units have a waitlist. We think this provides opportunities to come to the community. We view this as an opportunity to provide a community answer for housing). Do you think you'll have a priority for full time students versus part time? Minimum credits? Online learning? Would you be open to rent it to non-students if it's not full? (Mr. Askeland: Yes, first priority is to fill it with students and then staff but we are open to partnerships, that occurred at Denison Commons, we phased in based on demand. We would rather fill them than sit empty. We have criteria abiding by fair housing laws. Students have to have a certain amount of credits already but most work so 20 credits a year is expected. Some college experience is needed which encourages a good mix of student types).
- Mr. Gerard: I don't remember storage at Denison Commons, are there issues with storage? (Mr. Askeland: All storage at Denison Commons is not utilized so we could share storage needs. It hasn't been a problem).
- Mr. Swintz: When I drove this today, there is a gap in the sidewalk. You can walk from there to City Market. Staff gave 3 points for the sidewalk, but would like to see sidewalk on all sides. This helps with pedestrian safety and access. (Mr. Askeland: We have talked about this and can look into it further.)

No public comment.

Commissioner Questions / Comments:

- Ms. Delahoz: Would love to see some storage, I get the financial constraints but storage is always an issue in Summit County. People have gear. That would be a good addition. Building looks good, materials look good. I recommend this to Town Council. I agree with the points.
- Mr. Gerard: Great addition to the campus and community, I intend to vote that we recommend to council. As far as points, we should recommend a finding that the absolute policy of parking not apply due to excess parking on site, 0 points passing score. Great project. We all want more storage but if it isn't used at Denison Placer you can get by.
- Mr. Frechter: I agree and recommend to the Town Council. If waiving the absolute parking policy, a few spots in the parking could be some sheds for bikes to encourage not having a car.

- Mr. Leas: Great project and I'm anxious to see it built, and I recommend.
- Mr. Swintz: Want them to consider the issue for the sidewalk. We can only get it now. I recommend to Council.
- Mr. Giller: I really recommend you look at the studio bathrooms, not all need to be sized for ADA. We often see site furnishings such as benches and bike racks, so take a look at that.
- Mr. Beckerman: Overall very pleased, this has a lot of benefit and keeps people in the county and in our community. I encourage you on the trash enclosures to provide room for compost and recycling and make them functional so that it is utilized. To jump on storage, a small storage unit here can cost a lot so if there is a way for an enclosure or bike racks that would be great. Ski lockers. I recommend this to Town Council.

Mr. Gerard made a motion to recommend approval to the Town Council with the added finding that the Development Code 9-1-19-18A: Policy 18 (Absolute) regarding off-street parking requirements be waived due to the existing excessive parking area at CMC, seconded by Ms. Delahoz. The motion passed 7 to 0.

WORK SESSIONS:

1. Entrada Housing Project Fit Test, 11030 State Hwy 9, PL-2022-0057

Ms. Puester presented a fit test review for a proposal consisting of a three-story building containing 66 deed restricted studio workforce housing units. The proposal includes 71 parking spaces. The Commission was asked to provide comments on the following concepts as they relate to how the proposal fits on the site:

Nine questions:

1. Land Use.
2. Density and mass.
3. Building height.
4. Access and circulation.
5. Parking.
6. Landscape.
7. Open Space.
8. Snow Storage.
9. Does Commission have any other comments in regard to the project?

Mike Dudick, Applicant: 7:58

Thank you staff. We are looking at 66 units, the fundamental tenet to BGV is to deliver work force housing that is affordable to the frontline worker. We committed to the Town Council to deliver workforce as a live-work deed restriction that targets rent at less than \$1000 per month. 60% AMI. Workforce housing shortage. This deed restriction and our rent plan meets those needs. The Town has delivered workforce housing that met AMI goals but it never met the net cost and that kind of square footage. It doesn't work. You need certain code modifications.

I bumped into Marty at Jay's restaurant and I looked at his site plan and saw a footprint of a building with a lot of parking, Marty has a ready to build a two story larger building and storage on the second floor with retail on the bottom. I saw and thought this would be great for housing. So I switched the use. Mark Hogan drew this with Christie's help on the planning process.

We had a footprint approved through the County and the Town agreed. For economies of scale we added a garden level unit. This went over height now because where we measure from went down for adding a garden unit. It's shorter than currently approved. It went down. Same with the rectangular footprint, got smaller. We added a 3rd level another 10,000 square feet. We gained 8,000 sf of residential. This throws it over density and height. Fundamentally, it still fits on the site. We just want a third garden level. 70 of the negative points are

because of the garden level. We need the square footage to make it work. We need the economies of scale. It is a small ask for us to dig a deeper hole to let people live here. We need the community to rally behind the idea. It's ok to modify the code to serve the community.

Commissioner Questions:

- Mr. Giller: For height, what is the floor to floor ceiling height? (Mr. Hogan: 11 ft. yields us a little over 9 ft ceiling and the upper units have some vaulted ceilings. This gives storage in the bathroom. We have storage on the garden level which meets the Town Codes. Mike and Sam and Graham can work with staff on detailed comments from Julia).
- Ms. Delahoz: Can you explain banking? (Ms. Puester: To be worked out with Council at the Development Agreement stage, they would be building housing up front as part of the Development Agreement. As they build projects this would utilize the units here per the policy for employee generation calculations.) (Mr. Truckey: Previous projects have built market units and then deed restricted some of the units as needed to fulfill housing obligations. Deed restricting these properties up front avoids the potential of market rate units but the ability to use the housing for future projects accomplishes Mike's purpose.
- Mr. Frechter: They would get positive points as they use the units? (Ms. Puester: Yes, or the units would be used at a minimum to meet the required employee units per the policy).
- Mr. Beckerman: There is a lot of mention of the Land Use District in the narrative. Should we consider this? (Ms. Puester: We have reviewed under LUD 5 in the 3 mile plan, but during the annexation we would be working with the applicant on creating land use regulations that would let them conform when they annexed. The one created for Mr. Getz's project isn't going to meet this project. We have to start from scratch). In the past, if a development necessitates employee housing, is that housing eligible for attaining a council goal, community benefit, if it satisfies the requirement of a different applicant. (Ms. Puester: Doesn't get positive points if it's required per employee mitigation, they can exceed it to get positive points.) (Mr. Kulick: There isn't anything per code that says you can't receive positive points for one thing in multiple sections. You can "double dip" but it also isn't guaranteed under both categories).
- Mr. Frechter: I see that they are banking and meeting future requirements, let's say they did three projects of 22 units with 66 units they would get points for all three projects. If they did three projects they would get 3 points each time. (Ms. Puester: The Commission could weigh in on +6 and then the applicant can decide when or where they want to apply or defer those points.) As part of development agreement, the Council can think about 24R how to apply to different projects, maybe it should be more than +6. (Ms. Puester: Per number of units this is in conformance with precedent.)
- Mr. Truckey: If workforce housing is the public benefit proposed in the Development Agreement, than you can't get positive points for it later, based on a recent code change.
- Mr. Frechter: On other projects we have talked about single family units. Does this need to be created for this? (Mr. Truckey: Yes. The land use district would have a designation. But density would probably have to be transferred to the project. Staff needs to talk this through further.)
- Mr. Gerard: Looking at the drawings, how do you see these balconies? (Mr. Hogan: There is a separating wall between the double balconies. Architectural treatment. Each unit has individual balconies. We wanted to mimic the historic grid. The unit plans and all that.)
- Mr. Beckerman: Can you talk about height?
- Ms. Puester: I didn't look at County plan's approval. We measure from top of shed roof to lowest grade. I can't speak in detail to what was under the county approval. What we have here is for our jurisdiction. (Mr. Dudick: If we don't do this, it will be taller. It's where we measure from that turns into -30 points.)

Ms. Christie Mathews-Leidal, Representing the Applicant:

The Land Use District is being changed. It is a circular argument because we can transfer waivers, but then at annexation we will have a new LUD tailored to our development which is the Town's policy. They don't want to make non-conformities. The Town recognizes what was built in the county, like all of Warriors Mark, 31-38 and all those sub-districts. Those LUDs recognized what the county approved. It's interesting we are reviewing under LUD 5, waiving some policies, and hopefully will create a new LUD at time of annexation so we don't create a non-conforming structure. Under county they get 35 ft., we would only be slightly over. The tower's highest point shown in grey is around 41 feet. This was memorialized in the proposed LUD 46. Since we aren't recognizing that, LUD 5 is being defaulted to and this is where we are coming into conflict.

- Mr. Frechter: So the development agreement has waivers but when we annex it makes a new land use district so the waivers don't become precedent? (Mr. Truckey: It would be a new land use district. The council can do a development agreement for any project it feels is appropriate so it is situational and not precedent setting.)
- Mr. Beckerman: Why aren't they building in the County, annexing after?
- Mr. Truckey: Maybe Mike can talk to this but the county has other rules on deed restrictions, banking for future projects, and we did encourage them to come through the Town process. (Mr. Dudick: It comes down to water and what's approved in County. The pre-annexation agreement and water service agreement doesn't allow enough water to make the residential happen so the Town controls the ability for this to happen. We could get it approved in the County but without adequate water it's not functional.)
- Mr. Giller: You said the building was 250 ft long, the height is one concern, what buildings are comparable to this in length? (Ms. Puester: Breck Inn and Summit Ridge Condos to the north. Summit Ridge is 173 ft in length, Breck Inn 159 ft. This one is 215 feet). One-third longer than Breck Inn? Any part of our code that would speak to length beside ridgeline? (Ms. Puester: I didn't see anything. Just mass and density, scale, etc.) The shed roofs facing west, makes this seem to be a bit taller than it may be. We talked about this during the event center room when it was remodeled. Ten Mile Room. Shed roofs seem taller than a gable where it's in the center. If height is a concern, Mark Hogan could adjust those shed roofs. And adjust the top floors. You could reduce the height by 2-3 feet. Another comment, it is nice but it's different than seen here. It would be a flagship right at the entrance. It's nice and an added benefit to the town but the scale is a concern.
- Mr. Swintz: I agree the scale is hard to argue, yet I compliment BGV for spending that much money at the entrance to our town. To make the economics work, you probably do need the density. It is at the front of Town. Important to note. The architecture, is it making a statement? The power lines in front are also in the entry to our town. They are ugly. The storage site has a sign on the corner. I don't know what the code permits for an off premise sign for storage. (Ms. Puester: Existing sign in the County, we would allow it to remain as non-conforming, already there and permitted. (Mr. Truckey: In the pre-annexation agreement we allowed the sign to remain. Overhead lines would have to be buried.)

Commissioner answers to questions 1-9:

- Mr. Swintz: Since it's late I can jump into the questions. I like the land use, it hides the storage that's behind which isn't a pretty entry, I lean towards approval of the land use. For density mass and height, to get this price point for WF housing, we are on the right track to make compromises. On access and circulation, I do hope that CDOT lets you keep the curb cut for Right in, Right out, would like that buttoned up. It's there grab ahold of it. The parking is really a question I would push back to the applicant, they know how much they need for this type of use you have history for how many people need. There have been plenty of times where it has been over parked we really want to dial it down to actual need. Landscaping is a factor of that. Open space and landscaping shrinks. It is a balancing issue for this use and

that quality of design and making compromises to get the project accomplished (Ms. Puester: what do you mean on compromises?) I am linking mass and height together I get his point on economics to make this work he needs to add the under layer so we are on track.

- Mr. Giller: Land use is compatible, improvement, storage should be screened. Density and mass are too much. I want to see shared space amenity. Height appears higher due to shed roof. Mark could lose vaulted ceilings. Shed roof on south most tower doesn't add anything. Access/circulation is OK I agree with staff on the north drive being two-way, I agree with George on securing Right in Right out exit. Parking is distributed to reduce visual impact, landscaping has opportunities for improvements to screen Highway 9. Open space I don't see much there, Snow storage could be acceptable. My other comment is that it enhances entrance to Breckenridge and is a handsome design.
- Ms. Delahoz: I like the overall look and it's a pretty building. I agree with their comments. Want two-way circulation on the north side, shed roof on south end could get lowered to reduce visual impact, land use is good, density/mass/height just touched, circulation should be two-way in the north. Parking, what Mike said with them knowing what they need, maybe more spots for landscaping or open space, turn it into some green scape, snow storage might change.
- Mr. Gerard: Gold standard, need for housing is a necessity, for land use I would rather have this than what is originally proposed. Density/mass/height those will be part of the agreement but density could be reduced. Scale and scope should be given concessions. Access this is tricky, dangerous corner, the N entry exist right turn only is critical for this project if I had my say I would close the one across from the convenience store. Preventing left turn going in on the East side would work. Parking, Mike should negotiate shared parking with Summit Ridge Center. Good uses that are compatible. I agree with 6 pts for Council goal: Mike to negotiate with council if taking points now or letting them be available later. Same as in Aspen, it's like transferable density. We can get the units up front and we need them right now. Great project.
- Mr. Frechter: Steven stole my thunder. I saw this at Upper Blue Planning Commission and I like that this is now employee housing. Scale, there was already going to be a building of this size by the county, so this is more attractive and I don't think we need another ski shop and coffee shop in town. For height mass and density the council should approve the waivers and make an LUD to make it work. Waive the setback on the north side, maybe even shared parking. S side of summit ridge used for circulation I don't see a need for a gap there. This could free up space. The development agreement should waive the required one parking spot per unit. Some residents don't need parking. Located near public transit, BGV property, bus stop. Not all tenants need a car. Turning left on Huron people don't use the storage entrance, if they can close the entrance and only enter off Highway 9 it's better. (Ms. Puester: Illegal to make left turn into storage.) Unless there is a berm people will do it. I hope the Council can make it happen.
- Mr. Leas: Excited more for this than for the storage so I support this. Density/mass height I agree it's all part of the whole product, the garden level is smart the overall height isn't going to be that much higher, if it hides storage behind then that makes me happy. Access/circulation any building on a corner lot is difficult to access, ingress and egress and CDOT will have a lot to say. Parking we can talk about forever it would be nice to have more space for open space and landscaping. We also need to accommodate guest parking. There aren't a lot of places you can walk to see your friend so we need to balance this out. Be careful.
- Mr. Beckerman: Thank you Mike, Sam, and Mark. Aiming for 60% AMI is very important. Doing this with 100% natural materials is fantastic. This is a gateway to our community. I don't know if 20 years ago we would have imagined having employee housing here but you did a great job. Floorplans are functional. Livable. And designed well. I think that if the solar panels get this anywhere close to net zero that is a great accomplishment. I think the LUD is

appropriate where we are today. 22% over on density, 10 ft over on height, there should be a compromise on both sides. Perhaps 66 units isn't the magic number or perhaps 480 sf isn't attainable. There should be give on both. Most concerned with not enough open space, too much hardscape, and density. Circulation, I agree with staff and the sidewalk, and the internal circulation I agree and the modifications that should be made so we don't have the one way pinch point. Very concerned about exterior circulation. With the traffic study we will see more. Should be underlined five times, how to keep people safe. 7-11 is a Luxor with a beam of light and people fly over there. We have had fatalities there. I have big concerns here. Parking, I believe the max equals minimum requirements we have previously discussed is good, no reason to go against our own recommendations. For parking I think 66 spaces should be kept at the minimum needed and add more programming like open space and landscaping. Landscape screening from Highway 9 is important. This is a need but a self-created need. I want Town Council to look at this from a longer range, 10 years from now, where is this area going to be, Huron development, how will traffic look, etc.

Kirsten Crawford, Town Attorney:

For the zoning issue, the annexation process is governed by state law. The annexation agreement needs to be in place before the zoning gets put in place. It's a mandatory process per state law.

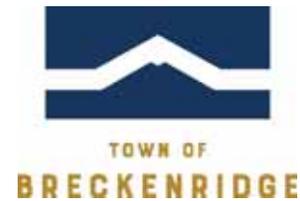
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 9:10 pm.

Jay Beckerman, Chair



Memo

To: Breckenridge Town Council Members
From: Sarah Crump, Planner I
Date: April 6, 2022 (For April 12, 2022 Meeting)
Subject: Public Hearing: Colorado Mountain College Student Housing

The Colorado Mountain College Student Housing Development is being reviewed as a Public Hearing as stipulated by a recorded Memorandum of Understanding (MOU) between the Town of Breckenridge and Colorado Mountain College (CMC). The MOU requires any substantial addition to have a Public Hearing in front of the Planning Commission and Town Council. All public noticing requirements designated by the MOU have been fulfilled as required.

The application proposes to provide 23,103 sq. ft. of multi-unit student housing on the southern portion of the Colorado Mountain College's (CMC) campus lot. The proposed three-story building will include 36 residential units (24 studios and 12 two-bedroom apartments) and 51 new surface parking spaces. This building will accommodate CMC students in response to a shortage of long-term rental units in Summit County.

The Planning Commission held a hearing on April 5th in which the Planning Commission recommended the Town Council approve the project by a vote of 7-0. Because the project technically fails an absolute policy (Parking 18/A), the Planning Commission added Finding 7 that states the absolute parking requirement be waived for this project due to the existing large surface parking area controlled by CMC on the campus to the north. Although the Town has an MOU with CMC, Colorado statutes exempt public educational institutions from having to receive permit approvals from local municipalities. There was no public comment. Detailed Planning Commission meeting minutes are included in the Town Council packet. The Planning Commission voiced some concern about the functionality and layouts for the studio units which are all sized for ADA compliance. They also desired CMC to consider some additional programming on site such as bike storage, outdoor benches, and community gathering space to make the development more livable for students. Overall, the Planning Commission was supportive of the project.

Attached to this memo is a complete staff report, substantially the same as presented to the Planning Commission and attachments including the project's plans and the Commission's recommended Findings.

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

I make a motion to approve the Colorado Mountain College Student Housing Development, PL-2022-0064, located at 107 Denison Placer Road with the attached Findings.

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

Town Council Public Hearing Staff Report

- Subject:** Colorado Mountain College Student Housing
(Public Hearing – PL-2022-0064)
- Proposal:** A proposal to provide 23,103 sq. ft. of multi-unit student housing on the southern portion of the Colorado Mountain College’s (CMC) campus lot. This building will accommodate CMC students in response to a shortage of long-term rental units in Summit County. The proposed building will include 36 residential units (24 studios and 12 two-bedroom apartments). This property is subject to a recorded Memorandum of Understanding and any substantial addition to the CMC campus requires a Public Hearing in front of the Planning Commission and Town Council.
- Date:** March 8, 2022 (For meeting of April 5, 2022)
- Project Manager:** Sarah Crump, Planner I
- Applicant:** Julie Hanson, Director of Purchasing and Contracts, Colorado Mountain College
- Owner:** Colorado Mountain College Foundation Inc.
- Agent:** AndersonMasonDale Architects
- Address:** 107 Denison Placer Road
- Legal Description:** Tract D-1, Runway Subdivision, Resub Tracts C and D
- Land Use District:** 31: Commercial, Industrial, Public Open Space, Public Facilities (including, without limitation, Public Schools and Public Colleges), child care facilities, and surface parking. Employee housing is an allowed land use in this District but only on Block 11 of the Breckenridge Airport Subdivision. “Public school” use includes all facilities commonly used in the operation of a public school, as well as teacherages. **“Public college” use includes all facilities commonly used in the operation of a public college or university, including, without limitation, residential student dormitories.**
- (ii) Block 11, Breckenridge Airport Subdivision, is designated as open space/public facilities/schools/surface parking, with a density (FAR) of zero "0". Land uses constructed by a sovereign governmental entity are not subject to land use regulation by the Town and shall not count as density.
- Site Area:** 14.98 acres (652,581 square feet)
- Site Conditions:** The site currently contains the existing 33,859 sq. ft. CMC building, a detached garage building, three large parking lots and associated driveways, installed landscaping, water detention facilities, an outdoor classroom and community garden. The site has a 50’ river and pedestrian easement, a 25’ temporary gas line easement, a 10’ snow stacking easement, a 25’ gas and communication line easement, a 25’ sanitary sewer easement and a 20’ x 17’ pedestrian easement. A 6,827 sq. ft. addition to the CMC building is also in the planning stages of development.

Adjacent Uses:	North: Coyne Valley Road and McCain Property South: Denison Commons Workforce Housing East: Town Open Space and Blue River West: Continental Court Commercial Subdivision	
Density:	Allowed per LUGs Proposed: (23,103 sq. ft. new)	0 sq. ft. 0/ 63,248 sq. ft.*
	*See Density section below	
Mass:	Allowed: Proposed:	0 sq. ft. 0/ 64,723 sq. ft.
Total:	Lower One: Level Two: Level Three: Total:	7,643 sq. ft. 7,730 sq. ft. <u>7,730 sq. ft.</u> 23,103 sq. ft.
Height:	Recommended: Proposed:	35 ft. 34.1 ft.
Lot Coverage:	Building / non-Permeable: Hard Surface / non-Permeable: Open Space / Permeable Area:	37,442 sq. ft. (5.4% of site) 196,559 sq. ft. (28.1% of site) 464,292 sq. ft. (66.5% of site)
Parking:	Required: Proposed:	54 spaces 51 spaces
Snow Storage:	Required: Proposed:	4,950 sq. ft. (25% of parking area) 5,000 sq. ft. (greater than 25%)
Setbacks:	Non-Residential Setbacks: No portion of any structure including overhangs and projections shall be placed closer than one foot (1') to an adjacent property.	
	Proposed:	Front: 220 ft. Side: 10 ft. (South) Side: >500 ft. (North) Rear: 47 ft.

Item Background

In March of 2007, the Town Council entered into a Memorandum of Understanding (MOU) with Colorado Mountain College (CMC) for the construction of a new campus. According to the State Statute, CMC, as an educational institution, is not required to obtain approvals for development from the Town. However, within the MOU which resulted from the donation of land from the Town for the new CMC campus, CMC agreed to go through a courtesy public review process with the Planning Commission and Town Council for the original development and any substantial future additions or expansions.

A shared parking agreement between the Town and CMC was formalized in July of 2008. The shared parking agreement allows the Town to utilize some of the parking on the CMC campus to satisfy the obligation of providing 500 parking spaces on Block 11 to the Breckenridge Ski Resort.

In August of 2009, the CMC campus was opened and since that opening only a few modifications to the campus have been made including the addition of an outdoor classroom in 2011 and a community garden in 2015. In February 2022, the Town completed a courtesy review for an addition to the main campus building to provide more classroom space for the College's nursing and EMT programs. There is potential to add a second student housing building, identical to the proposed development in this application, which would be placed perpendicular and to the north of this development on the CMC site in the future.

Most recently the Planning Commission reviewed this proposal at their April 5, 2022 meeting.

Staff Comments

Memorandum of Understanding (MOU): In accordance with the MOU, the Planning Commission shall review the project according to the Development Code and make a recommendation to the Town Council.

Per the MOU, the plan is to be reviewed at a conceptual level. Therefore, this application review does not require final grading, drainage, or lighting information. Staff also finds that CMC does not have to obtain a passing point analysis under a courtesy review.

Land Use (Policies 2/A & 2/R): According to the Land Use District Guidelines, public colleges and associated dormitories and student housing are a permitted use. The proposed development adds needed student housing to the existing public college campus. Staff and the Commission have no concerns.

Density/Intensity (3/A & 3/R)/Mass (4/R): The Land Use Guidelines call for a zero FAR for schools and associated facilities in this district. There is no density on site, nor is any required per the Land Use Guidelines or State Statutes for the proposed public college use. All site area calculations above include the recently approved CMC addition to the main campus building. Staff and the Commission have no concerns.

Architectural Compatibility (5/A & 5/R): The roof of the building incorporates three ridges. Four gables, one on each building end facing east and west, provide some variety and help break up massing.

Windows throughout the building will help provide natural light and passive solar into the building. Large windows in each unit and false balconies on some windows are proposed.

The majority of the proposed building façade is painted fiber cement lap siding, with pop outs of wood-look fiber cement lap siding and accents of corrugated metal. The design includes natural wood roof purlins, soffits, and lower level trellis and roof columns. The lower level of each facade is covered in a non-reflective corrugated metal wainscot. The design proposes the metal panel usage to be less than 25 percent on all facades. The roof features composite asphalt shingles. The site is outside of the Conservation District and fiber cement siding is allowed with the addition of some natural materials per Code; however, staff feels there is not enough proposed natural material to offset the use of fiber cement siding and has assigned negative six (-6) points for the extensive use of non-natural materials and limited use of natural materials. The Commission had no objection with the point analysis or use of non-natural materials.

Previous projects which were also assigned negative six (-6) points for the use of fiber cement siding include Alta Verde II Workforce Housing, Block 11 Apartments, and the Denison Commons Apartments.

West Façade Render



*Note that the design proposal has been updated to replace any stucco portions of the exterior façade with the same green painted fiber cement lap siding as found on other portions of the exterior and reduce the use of corrugated metal to be below the 25 percent threshold; however, this rendering has not been updated to reflect these changes.

Building Height (6/A & 6/R): The permitted building height within LUD 31 is 35'. The proposed height is 34.1' from finished grade to the midpoint of the south gable, which is below the recommended height. Staff and the Commission have no concerns.

Per Policy 6R: “1 x (-11+ 1) b. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. Long, unbroken ridgelines, fifty feet (50') or longer, are discouraged.” The central roof ridgeline is proposed to be 61' in length. This warrants negative one (-1) point.

Site and Environmental Design (7/R): The site is partially developed and has minimal existing vegetation from previously being graded to accommodate an airport runway. Due to the absence of vegetation, there are no significant natural features to preserve. Further, the additional disturbance to accommodate the structure and associated parking is fairly minimal. Staff and the Commission have no concerns.

Policy 7/R (B) also encourages new developments to be adequately buffered from neighboring properties. The proposed design shows the structure and associated parking are adequately setback from all property lines. Adequate new trees and shrubs are proposed to improve the landscaping on the site. While placed ten feet (10') from the southern property line, the structure is proposed to be staggered and not directly aligned with the existing Denison Commons Apartment building to the south and will not block the viewshed from the existing building. Staff and the Commission have no concerns.

External and Internal Circulation (16/A & 16/R; 17/A): Exterior vehicular access to the site is from Denison Placer Road. Transit service to the CMC campus and this housing site is provided by the Breckenridge Free Ride's Yellow Route.

Internal circulation for the CMC campus is enhanced by this project. Pedestrian circulation is provided from the parking lot adjacent to the proposed building to the main CMC campus building to the north with the addition of a new sidewalk that parallels the eastern property boundary. This will create a new pedestrian access for the entire length of the CMC campus. Staff recommends positive three (+3) points for improved pedestrian circulation. One Commissioner suggested adding a sidewalk connection along Denison Placer Road from the Denison Commons Apartments north to Coyne Valley Road. Staff and the Commission have no concerns with the proposed external and internal circulation associated with this application.

Previous projects which were awarded positive three (+3) points for internal circulation include Alta Verde II Workforce Housing public recreation path access, Father Dyer Addition Public Trail Easement, and the BGV Gondola Lot Master Plan internal pedestrian circulation improvements.

Parking (18/A & 18/R): This proposal does not comply with Absolute Policy 18 regarding parking. Fifty one (51) parking spaces, including two handicap spaces, are proposed on site. Using the multi-unit requirements for studio and two-bedroom units to calculate parking, a total of 54 parking spaces are required per Code. Based on the utilization of parking over the past decade on the CMC campus and the 365 existing CMC exclusive parking spaces directly to the north of this site, staff believes the proposed number of parking spaces is more than sufficient to accommodate this building. Staff and the Commission find that requiring more parking for CMC's exclusive use is excessive and would be out of character. Additionally, because the 365 existing parking spaces were required based on student enrollment and faculty numbers, requiring additional parking for adjacent student housing is somewhat double counting students for parking requirements.

Staff recommends installing some Electric Vehicle Supply Equipment (EVSE) spaces among the required parking, which could earn the project positive points under Policy 33/R, or to pre-wire some spaces for future EVSE installations.

Landscaping (22/A & 22/R): The landscaping plan and number of proposed plantings appears to be proportional to the scale of the proposed building and will enhance the site. Staff would recommend realigning some plantings to create a more robust landscape buffer between the proposed building and the existing Denison Commons Apartments to the south.

Utilities Infrastructure (26/A & 26/R; 28/A), Drainage (27/A & 27/R): A preliminary drainage plan has been submitted and reviewed by the Town's Engineering staff. The plan proposes utilizing the site's existing detention ponds which were anticipated to accommodate the proposed expansion improvements, as well as the full build out condition of the site. Staff and the Commission have no concerns.

Energy Conservation (33/R): Section 7. of the MOU states: "*CMC will, to the extent it deems feasible in its sole discretion, construct the New Breckenridge Campus to meet the Leadership in Energy and Environmental Design ("LEED ") Green Building Rating System standards. CMC will not be required to obtain LEED certification*". **(Emphasis Added)**

At this time CMC is not pursuing LEED certification or energy efficiencies above and beyond the requirements of the building and fire codes adopted by the State of Colorado Division of Oil and Public Safety for this student housing development. The building is proposed to be all electric and natural gas will not be run to the site, which will lend itself to more renewable offset capability in the future.

Social Community (24/A & 24/R): Per Section C (3) of this policy, employee housing impact mitigation does not apply to institutional uses.

Under Relative Policy 24 Section C., developments which provide social services to the community and enhance the social climate warrant the application of positive points. Such developments include educational programs and facilities. Student housing is a necessary component of higher educational programs and facilities and is needed for existing educational programs to continue to thrive given the limited availability of long-term affordable

housing in the region. Most CMC students are also members of the local workforce and providing housing for students lessens the competition for other available workforce housing units. The provision of student housing inherently improves the social climate of the community and staff and the Commission recommend the application warrants positive eight (+8) points.

Previous projects which received the maximum number of positive eight (+8) points under Policy 24 Section C include the Arts District Campus, the Valley Brook Childcare Facility, Breckenridge Christian Ministries Addition, Little Red Schoolhouse, and the CMC Site Plan.

Snow Removal and Storage (13/R): Snow storage areas totaling 5,000 sq. ft. are proposed, which is greater than the required 25 percent of the roadway, walkway, and parking areas to be cleared of snow. Staff and the Commission have no concerns.

Storage (14/R): Multi-unit residential developments are encouraged to provide five percent of the building interior space as storage in addition to closets and garages which shall not count towards this percentage. No additional interior storage is proposed other than closets within each unit. This warrants the application of negative four (-4) points. If some storage were proposed that did not meet the five percent requirement, negative two (-2) points would instead be appropriate. Previously, any development applications which proposed no interior storage at the preliminary hearing were redesigned prior to final hearing to comply with Policy 14R; therefore, no previous projects have been assessed negative points under this policy. Staff and the Commission recommend that CMC consider adding much needed interior storage for bikes and other sports equipment, etc. which commonly accompany the active lifestyles of CMC students to make the units more livable.

Open Space (21/R): Sixty-six percent (66%) of the site qualifies as open space. This greatly exceeds the recommended 30% for residential uses; staff and the Commission have no concerns.

Exterior Lighting (Sec. 9-12): An example of the proposed exterior lighting fixture has been provided but a lighting plan is not required at this point of conceptual plan per the MOU. The proposed fixtures provide downcast shielded light and meet the standards for exterior lighting. Staff and the Commission have no concerns about the proposed fixtures.

Point Analysis (Section: 9-1-17-3): Staff finds that this application fails one absolute policy and warrants negative eleven (-11) points and positive eleven (+11) points under the applicable relative policies, which results in a total score of zero (0) points. As mentioned earlier in the report, according to State Statutes, CMC, as an educational institution, is not required to obtain approvals for development from the Town and a passing point analysis is therefore not required. However, due to the donation of land from the Town for the new CMC campus, CMC agreed in the MOU to go through a courtesy public review process with the Planning Commission and Town Council for the original development and any substantial future additions or expansions.

Absolute Policies

- Policy 18/A Parking: Fail, for non-compliance with the off-street parking regulations.

Negative Points (-11)

- Policy 5/R Architectural Compatibility: negative six (-6) points for the extensive use of non-natural materials
- Policy 6/R Building Height: negative one (-1) points for unbroken ridgelines exceeding 50'
- Policy 14/R Storage: negative four (-4) points for not providing at least five percent of the multi-unit building interior space as storage (closets and garage do not count toward the five percent).

Positive Points (+11)

- Policy 24/R Social Community: positive eight (+8) points for contributions to the social community.
- Policy 16/R Internal Circulation: positive three (+3) points for a new sidewalk connection spanning the total length of campus.

Total Score (0)

Planning Commission Recommendation

Overall, the Commission is pleased with the general design and supports the project, despite negative points given for not meeting the suggested storage requirements, the use of non-natural materials, and the proposed structure having a long unbroken ridgeline. The proposed architectural features, colors, and materials align with neighboring residential projects and are cohesive with the site's natural backdrop. The Commission would encourage the addition of interior community storage space. The Commission also voiced concerns for CMC to consider the floorplan functionality and layout of the studio units which are all sized for ADA compliance and to consider adding additional programming such as bike storage and usable community space on the exterior. The Commission recommends waiving the Development Code 9-1-19-18 A: Policy 18 (Absolute) Parking which requires more off-street parking than is currently proposed. The Commission believes providing additional parking on site is not necessary given CMC controls the large underutilized parking reservoir for the campus located on the same parcel directly to the north.

The Planning Commission recommends the Town Council approve the Colorado Mountain College Student Housing, PL-2022-0064, located at 107 Denison Placer Road with the attached Findings.

TOWN OF BRECKENRIDGE

Colorado Mountain College
Student Housing
Lot 2, Denison Placer Subdivision, Tract D-1
107 Denison Placer Road
PL-2022-0064

FINDINGS

1. This property is subject to a Memorandum of understanding between the Town of Breckenridge (“Town”) and Colorado Mountain College (“CMC”) dated March 14, 2007.
2. The MOU voluntarily grants to the Town a limited scope of review and approval of the overall design plans for the Breckenridge Campus.
3. The process for the review and approval of the project as described in Paragraph 4. of the MOU was followed in connection with the approval of this project.
4. The Planning Commission reviewed and considered this project at a Public Hearing on April 5, 2022, notice of which was published at least once in a newspaper of general circulation in the Town at least 3 days prior to the hearing as required by Paragraph 4., Section D. of the MOU. Failure of a person to receive the notice described in this section shall not impair the validity of the planning commission’s public hearing on the proposed project, or the planning commission’s recommendation to the town council with respect to such proposed project. Because the process of reviewing and approving a project governed by the MOU is discretionary and administrative, and not quasi-judicial, any member of the Town Council may properly attend the planning commission’s public hearing(s) and deliberations with respect to a proposed project. At the conclusion of its public hearing, the Planning Commission recommended approval of this project to the Town Council.
5. The Town Council’s final decision with respect to this project was made at the regular meeting of the Town Council that was held on April 12, 2022. This Project was listed on the Town Council’s April 12, 2022 agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this project, the Town Council accepted and considered any public comment that was offered.
6. The Town Council finds and determines that the Project complies with the terms of the MOU, and that the Project shall be undertaken by CMC.
7. The Development Code 9-1-19-18A: Policy 18 (Absolute) Parking which requires adherence to off-street parking regulations shall be waived for this development due to the large existing surface parking area owned and controlled by Colorado Mountain College, located on the same parcel directly to the north of this site.

AndersonMasonDale Architects



PRELIMINARY APPLICATION

Colorado Mountain College - Student Housing
Breckenridge

FEBRUARY 17, 2022

CMC Student Housing Breckenridge

21-157
 COLORADO MOUNTAIN COLLEGE
 107 Denison Placer Road
 Breckenridge, CO 80424

Architect
 AndersonMasonDale Architects, P.C.
 3198 Speer Boulevard
 Denver, CO, 80211
 Telephone: 303-294-9448

Civil Engineer
 R&R Engineers-Surveyors, Inc.
 1635 W. 13th Ave., Suite 310
 Denver, CO 80204
 Telephone: 303-753-6730

Landscape Architect
 Lime Green Design
 900 E. Louisiana Ave., Suite 289
 Denver, CO 80210
 Telephone: 303-733-7558

Structural Engineer
 KL&A Engineers
 1717 Washington Ave
 Golden, CO 80401
 Telephone: 303-384-9910

MEP Engineer
 Cator Ruma and Associates, Co
 896 Tabor Street
 Lakewood, CO 80401
 Telephone: 303-232-6200

Issue
 Design Development 10 FEB 2022
 TOB Prelim Application 17 FEB 2022

Project Number: 21-157
 Drawn: CO
 By: CO
 Reviewed: CO
 Approved: JG
 By:

CODE STUDY

G-101

INTERNATIONAL ENERGY CONSERVATION CODE - RESIDENTIAL PROVISIONS

CLIMATE ZONES			
SUMMIT COUNTY - BRECKENRIDGE	7	IECC TABLE C301.1	
ROUFTT COUNTY - STEAMBOAT	7	IECC TABLE C301.1	
EAGLE COUNTY - EDWARDS	8B	IECC TABLE C301.1	
GARFIELD COUNTY - SPRING VALLEY	5B	IECC TABLE C301.1	
BUILDING ENVELOPE REQUIREMENTS	GROUP R: R-VALUE (ZONE 5-7)	GROUP R: U-FACTOR (ZONE 5-7)	ABOVE 4,000 FT ELEVATION
PENETRATION		U-0.32	
CEILING R-VALUE	R-60	U-0.024	
WOOD FRAME WALL R-VALUE	R-30 or R-20 + R56i	U-0.045	
SLAB R-VALUE & DEPTH	100, 4 FT	U-0.028	

APPLICABLE CODES

2021 INTERNATIONAL BUILDING CODE
 2021 INTERNATIONAL MECHANICAL CODE
 2018 INTERNATIONAL PLUMBING CODE
 2020 NATIONAL ELECTRICAL CODE
 2021 INTERNATIONAL ENERGY CONSERVATION CODE - RESIDENTIAL PROVISIONS

STANDARDS
 ICC/ANSI A117.1 (2017)
 NFPA STANDARDS: 3 (2021), 4 (2021), 170 (2021)
 2021 INTERNATIONAL FIRE CODE

JURISDICTION
 COLORADO DIVISION OF FIRE PREVENTION & CONTROL (DFPC), FIRE AND LIFE SAFETY SECTION (FLS)

BUILDING INFORMATION

BUILDING: COLORADO MOUNTAIN COLLEGE STUDENT HOUSING
 LOCATION: SPRING VALLEY, EDWARDS, STEAMBOAT AND BRECKENRIDGE
 DESCRIPTION: THREE STORY WOOD FRAMED MULTI-FAMILY APARTMENT BUILDING
 GENERAL: MIXED OCCUPANCIES S-1 AND R-2
 CONSTRUCTION TYPE VB
 AUTOMATIC SPRINKLER SYSTEM PROVIDED THROUGHOUT
 23,103 GSF

USE AND OCCUPANCY CLASSIFICATIONS

OCCUPANCY CLASSIFICATION	RESIDENTIAL R-2 STORAGE, S-1	IBC 508.3 IBC 508.3	IBC 310.3 NON-SEPARATED OCCUPANCIES NON-SEPARATED OCCUPANCIES
--------------------------	------------------------------	---------------------	---

SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY

GROUP R-2
 WALLS SEPARATING DWELLING UNITS
 FLOOR ASSEMBLIES SEPARATING DWELLING UNITS

	FIRE PARTITION PER IBC 708	IBC 420.2
	HORIZONTAL ASSEMBLIES PER IBC 711	IBC 420.3

GENERAL BUILDING HEIGHTS AND AREAS

CONSTRUCTION TYPE	V-8	IBC TABLE 601
ALLOWABLE HEIGHT	60 FT	IBC TABLE 504.3 WITH SPRINKLER SYSTEM
ALLOWABLE STORIES ABOVE GRADE	3	IBC TABLE 504.4 WITH SPRINKLER SYSTEM
ACTUAL HEIGHT	41' - 0.38"	
ACTUAL NUMBER OF STORIES ABOVE GRADE	3	
ALLOWABLE AREA PER FLOOR R-2	21,000	IBC 506.2
ALLOWABLE AREA PER FLOOR S-1	27,000	IBC 506.2
ACTUAL AREAS (GROSS SQUARE FEET)		
LEVEL ONE	7,643	
LEVEL TWO	7,730	
LEVEL THREE	7,730	
TOTAL	23,103	

FIRE PROTECTION SYSTEMS

SPRINKLER SYSTEM	THROUGHOUT PER NFPA 13R	IBC 903
FIRE ALARM SYSTEM	PROVIDED	IBC 907.2
SMOKE ALARM SYSTEM	PROVIDED	IBC 907.2.9.2
STANDPIPES	NOT REQUIRED	IBC 905.3
PORTABLE FIRE EXTINGUISHERS	PROVIDED	IBC 906.1, IFC ONE PER DWELLING UNIT

FIRE RESISTANCE RATED CONSTRUCTION

PRIMARY STRUCTURAL FRAME	0 HR	IBC TABLE 601
BEARING WALLS EXTERIOR	0 HR	IBC TABLE 601
BEARING WALLS INTERIOR	0 HR	IBC TABLE 601
NONBEARING WALLS/PARTITIONS EXTERIOR	0 HR	
NONBEARING WALLS/PARTITIONS INTERIOR	0.5 HR FIRE PARTITION	IBC TABLE 705.5 WITH SPRINKLER SYSTEM
FLOOR ASSEMBLIES	0.5 HR	IBC 711.2.4.3 EX WITH SPRINKLER SYSTEM
ROOF ASSEMBLIES	0 HR	IBC TABLE 601
EXTERIOR WALL OPENINGS	NO LIMIT	IBC TABLE 705.8 25' TO LESS THAN 30' SEPARATION, TYP
SHAFT ENCLOSURES	1 HR FIRE BARRIER	IBC 713.4
CORRIDOR FIRE-RESISTANCE RATING	0.5-HR FIRE PARTITION	IBC TABLE 1020.2 WITH SPRINKLER SYSTEM
INTERIOR EXIT STAIRWAY ENCLOSURES	1 HR FIRE BARRIER	IBC 1023.2

INTERIOR FINISHES

INTERIOR WALL AND CEILING FINISH REQUIREMENTS

INTERIOR EXIT STAIRWAYS	CLASS C AT R-2 OCCUPANCY	IBC TABLE 803.13
CORRIDORS AND EXIT ENCLOSURES	CLASS C AT R-2 OCCUPANCY	IBC TABLE 803.13 WITH SPRINKLER SYSTEM
ROOMS AND ENCLOSED SPACES	CLASS C AT R-2 OCCUPANCY	IBC TABLE 803.13 WITH SPRINKLER SYSTEM

MEANS OF EGRESS

OCCUPANT LOAD FACTOR

LAUNDRY ROOM	1-50 GROSS	IBC TABLE 1004.1.2
RESIDENTIAL	1-200 GROSS	IBC TABLE 1004.1.2
STORAGE, MECHANICAL	1-300 GROSS	IBC TABLE 1004.1.2

MEANS OF EGRESS SIZING

STAIRWAYS	0.2 INCHES PER OCC.	IBC 1005.3.1 EX. 1
OTHER EGRESS COMPONENTS	0.15 INCHES PER OCC.	IBC 1005.3.2 EX. 1
NUMBER OF EXITS FROM ROOM	1 REQUIRED IF OCC LOAD < 50	IBC TABLE 1006.2.1
MAXIMUM COMMON PATH OF TRAVEL	125 FT R OCCUPANCY	IBC TABLE 1006.2.1
EXIT SEPARATION	SEPARATION DISTANCE NOT LESS THAN 1/3 THE MAXIMUM OVERALL DIAGONAL	IBC 1007.1.1 EX 2
MEANS OF EGRESS ILLUMINATION	PROVIDED IN COMPLIANCE WITH	IBC 1008
EXIT SIGNS	PROVIDED IN COMPLIANCE WITH	IBC 1013
EXIT THROUGH INTERVENING SPACES	PROVIDED IN COMPLIANCE WITH	IBC 1016.2
EXIT ACCESS TRAVEL DISTANCE	250 FT AT R OCCUPANCY	IBC TABLE 1017.2 WITH SPRINKLER SYSTEM
CORRIDORS		
MINIMUM CORRIDOR WIDTH	36 INCHES	IBC TABLE 1020.3 WITHIN DWELLING UNIT
DEAD END CORRIDOR	50 FT AT R-2 OCCUPANCY	IBC 1020.5 EX 2 WITH SPRINKLER SYSTEM

ACCESSIBILITY

PARKING

ACCESSIBLE PARKING SPACES	MIN. REQUIRED 2 (26-50 TOTAL)	IBC TABLE 1106.2
VAN SPACES	MIN. REQUIRED 1 (1 FOR EVERY 6 ACCESSIBLE SPACES)	IBC 1106.6

DWELLING UNITS AND SLEEPING UNITS

TOTAL UNITS PROVIDED	36	
REQUIRED ACCESSIBLE UNITS	2	IBC TABLE 1108.6.1.1
MIN. REQ'D ACCESSIBLE UNITS W/O ROLL-IN SHOWER	2	IBC TABLE 1108.6.1.1
MIN. REQ'D ACCESSIBLE UNITS W/ ROLL-IN SHOWER	0	IBC TABLE 1108.6.1.1
REQUIRED TYPE A UNITS	1 (AT LEAST 2%, NOT LESS THAN 1)	IBC 1108.6.2.2.1
REQUIRED TYPE B UNITS	1 (GROUND FLOOR ONLY)	IBC 1108.7.1 STRUCTURES WITHOUT ELEVATOR SERVICE

INTERIOR ENVIRONMENT

SOUND TRANSMISSION

WALLS, PARTITIONS, AND FLOOR-CEILING ASSEMBLIES SEPARATING DWELLING UNITS FROM EACH OTHER OR PUBLIC OR SERVICE AREAS	STC NOT LESS THAN 50	IBC 1206.2
STRUCTURE BORNE SOUND	FLOOR-CEILING ASSEMBLIES BETWEEN DWELLING UNITS AND PUBLIC OR SERVICE AREA	IBC NOT LESS THAN 50 IBC 1206.3

Generated by REScheck-Web Software
Compliance Certificate

Project: CMC Student Housing - Breckenridge - eliminated fixed window Level 1 Bedrooms

Energy Code: 2021 IECC
 Location: Breckenridge, Colorado (SIMILAR AT STEAMBOAT SPRINGS, EDWARDS AND SPRING VALLEY)
 Construction Type: Multi-family
 Project Type: New Construction
 Conditioned Floor Area: 23,775 ft²
 Glazing Area: 19%
 Climate Zone: 7 (11218 HDD) (STEAMBOAT SPRINGS - ZONE 7, EDWARDS, ZONE 6B, SPRING VALLEY, ZONE 5B)
 Permit Date:
 Permit Number:

Construction Site: 107 Denison Placer Road, Breckenridge, CO 80424
 Owner/Agent: Colorado Mountain College, 3000 Co Rd 114, Glenwood Springs, CO 81601
 Designer/Contractor: Anderson Mason Dale Architects, 3198 Speer Blvd., Denver, CO 80211
 Shaw Construction, 3000 Kalamath St, Denver, CO 80223

Compliance: Passes using UA trade-off
 Compliance: 6.2% Better Than Code
 Maximum UA: 1426 Your UA: 1337
 The % Better or Worse Than Code Index reflects how close to compliance the house is based on code trade-off rules. It DOES NOT provide an estimate of energy use or cost relative to a minimum-code home.
 Slab-on-grade tradeoffs are no longer considered in the UA or performance compliance path in REScheck. Each slab-on-grade assembly in the specified climate zone must meet the minimum energy code insulation R-value and depth requirements.

Envelope Assemblies

Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Prop. U-Factor	Req. U-Factor	Prop. UA	Req. UA
Ceiling: Flat Ceiling or Scissor Truss	7,925	60.0	0.0	0.024	0.024	190	190
Wall: Wood Frame, 16" o.c.	12,649	21.0	6.0	0.041	0.045	419	460
Door: Glass Door (over 50% glazing)	1,245			0.300	0.320	374	398
Window: Other	1,181			0.300	0.320	354	378
Floor: Slab-On-Grade (Unheated) Insulation depth: 4.0'	438		10.0	0.640	0.640	0	0

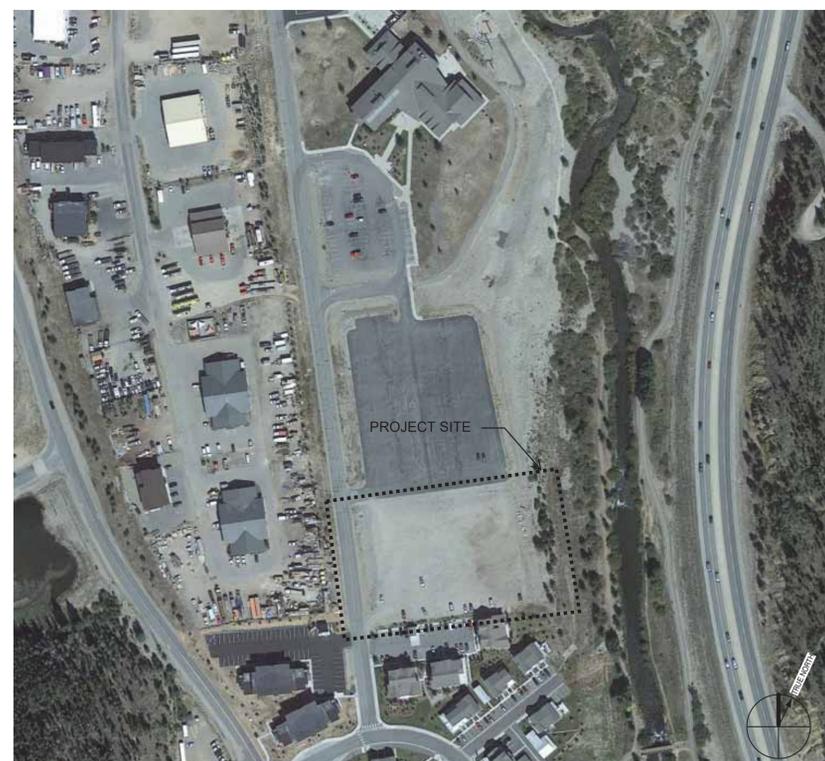
Additional Efficiency Package(s)

Required: 1 Proposed: 1

Description	Credits
More efficient duct thermal distribution system	1.0

Project Title: CMC Student Housing - Breckenridge - eliminated fixed window Level 1 Bedrooms
 Data filename:
 Report date: 02/10/22
 Page 1 of 10

VICINITY MAP



**CMC Student Housing
Edwards**

21-157
COLORADO MOUNTAIN COLLEGE
150 Miller Ranch Rd
Edwards, CO 81632

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

Civil Engineer
R&R Engineers-Surveyors, Inc.
1635 W. 13th Ave., Suite 310
Denver, CO 80204
Telephone: 303-753-6730

Landscape Architect
Lime Green Design
900 E. Louisiana Ave., Suite 289
Denver, CO 80210
Telephone: 303-733-7558

Structural Engineer
KL&A Engineers
1717 Washington Ave
Golden, CO 80401
Telephone: 303-384-9910

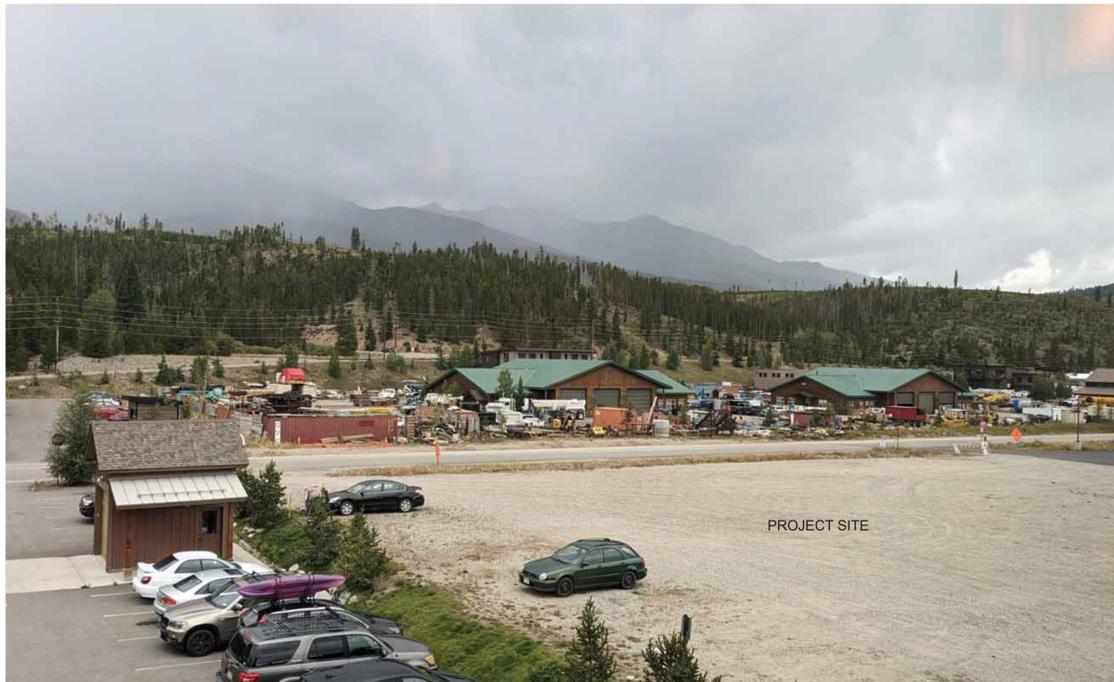
MEP Engineer
Cator Ruma and Associates, Co
896 Tabor Street
Lakewood, CO 80401
Telephone: 303-232-6200

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022

Project	21-157
Number:	
Drawn	DR
By:	
Reviewed	CO
By:	
Approved	JG
By:	

VIEWS

G-103P



VIEW 3: LOOKING WEST FROM DENISON PLACER APARTMENTS



VIEW 1: CMC BRECKENRIDGE CAMPUS, LOOKING SOUTH FROM ACADEMIC BUILDING



VIEW 4: LOOKING EAST FROM PROJECT SITE



VIEW 2: CMC BRECKENRIDGE CAMPUS, LOOKING NORTH FROM DENISON PLACER APARTMENTS



LEGEND

- ① TRASH ENCLOSURE
- ② NEW SIDEWALK CONNECTION TO MAIN CAMPUS BUILDING
- ③ FUTURE PHASE 2 HOUSING
- ④ NEW PARKING
UNIT COUNT: 36
2-BEDROOM: 12
STUDIO: 24
BED COUNT: 48
PARKING SPACES PROVIDED: 51
ACCESSIBLE SPACES PROVIDED: 2
- ⑤ SNOW STORAGE AREA
REMOVAL AREA: 19,800 SF
REQUIRED: 4,950 SF
PROVIDED: 5,000 SF

AndersonMasonDale Architects

**CMC Student Housing
Edwards**

21-157
COLORADO MOUNTAIN COLLEGE
150 Miller Ranch Rd
Edwards, CO 81632

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

Civil Engineer
R&R Engineers-Surveyors, Inc.
1635 W. 13th Ave., Suite 310
Denver, CO 80204
Telephone: 303-753-6730

Landscape Architect
Lime Green Design
900 E. Louisiana Ave., Suite 289
Denver, CO 80210
Telephone: 303-733-7558

Structural Engineer
KL&A Engineers
1717 Washington Ave
Golden, CO 80401
Telephone: 303-384-9910

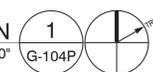
MEP Engineer
Cator Ruma and Associates, Co
896 Tabor Street
Lakewood, CO 80401
Telephone: 303-232-6200

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022

Project	21-157
Number:	
Drawn	Author
By:	
Reviewed	Checker
By:	
Approved	Approver
By:	

ARCHITECTURAL SITE PLAN

1" = 20'-0"



1
G-104P

ARCHITECTURAL SITE PLAN

G-104P

**CMC Student Housing
Breckenridge**

21-157
COLORADO MOUNTAIN COLLEGE
 107 Denison Placer Road
 Breckenridge, CO 80424

Architect
 AndersonMasonDale Architects, P.C.
 3198 Speer Boulevard
 Denver, CO, 80211
 Telephone: 303-294-9448

Civil Engineer
 R&R Engineers-Surveyors, Inc.
 1635 W. 13th Ave., Suite 310
 Denver, CO 80204
 Telephone: 303-753-6730

Landscape Architect
 Lime Green Design
 900 E. Louisiana Ave., Suite 289
 Denver, CO 80210
 Telephone: 303-733-7558

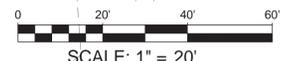
Structural Engineer
 KL&A Engineers
 1717 Washington Ave
 Golden, CO 80401
 Telephone: 303-384-9910

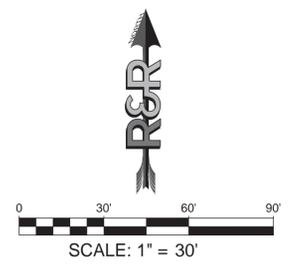
MEP Engineer
 Color Ruma and Associates, Co
 896 Tabor Street
 Lakewood, CO 80401
 Telephone: 303-232-6200

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022

Project Number:	AM21282
Drawn By:	LO
Reviewed By:	CD
Approved By:	CD

Drawing
 GRADING &
 UTILITY PLAN
C1.0-BR





**AndersonMasonDale
Architects**

**CMC Student Housing
Breckenridge**

21-157
COLORADO MOUNTAIN COLLEGE
 107 Denison Placer Road
 Breckenridge, CO 80424

Architect
 AndersonMasonDale Architects, P.C.
 3198 Speer Boulevard
 Denver, CO, 80211
 Telephone: 303-294-9448

Civil Engineer
 R&R Engineers-Surveyors, Inc.
 1635 W. 13th Ave., Suite 310
 Denver, CO 80204
 Telephone: 303-753-6730

Landscape Architect
 Lime Green Design
 900 E. Louisiana Ave., Suite 289
 Denver, CO 80210
 Telephone: 303-733-7558

Structural Engineer
 KL&A Engineers
 1717 Washington Ave
 Golden, CO 80401
 Telephone: 303-384-9910

MEP Engineer
 Color Ruma and Associates, Co
 896 Tabor Street
 Lakewood, CO 80401
 Telephone: 303-232-6200

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022

Project Number:	AM21282
Drawn By:	LO
Reviewed By:	CD
Approved By:	CD

Drawing
**OVERALL SITE
 PLAN**
C1.1-BR



1 PLANTING PLAN

PLANTING NOTES

1. STAKE ALL NEW TREE LOCATIONS BASED ON THESE PLANS. OBTAIN ARCHITECT'S APPROVAL OF LOCATIONS PRIOR TO PLANTING.
2. PLANT QUANTITIES ARE PROVIDED FOR CONTRACTOR'S CONVENIENCE ONLY AND SHALL BE VERIFIED BY CONTRACTOR BY REVIEWING PLANTING PLAN SYMBOLS.
3. PLANT LAYOUT SHALL TAKE PRIORITY OVER IRRIGATION VALVE BOX LOCATIONS. INSTALLED VALVE BOXES WHICH CONFLICT WITH ACCEPTED PLANT LAYOUT SHALL BE MOVED TO A LOCATION BETWEEN PLANTS AS DIRECTED BY ARCHITECT AT NO ADDITIONAL COST TO OWNER.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANT MATERIAL IN A HEALTHY STATE DURING CONSTRUCTION. ANY DAMAGE TO PLANT MATERIAL DUE TO NEGLIGENCE BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
5. PROJECT INCLUDES EXTENSIVE IRRIGATION AND UTILITY SYSTEMS MANY OF WHICH ARE CLOSE TO THE FINISHED SURFACE. VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO PLANTING. REPORT ANY CONFLICTS TO ARCHITECT.
6. ALL SHRUB, PERENNIAL AND GROUND COVER AREAS ARE TO BE PREPARED AS CONTINUOUS BEDS.
7. ALL SHRUB AND GROUND COVER BEDS SHALL BE GRADED TO DRAIN WITH A MINIMUM 2% CROSS SLOPE.
8. ALL PLANTING AREAS, EXCEPT WHERE OTHERWISE NOTED, TO BE MULCHED WITH MIN. 3" DEPTH WOOD MULCH, EXCEPT AT PERENNIALS WHICH SHALL BE MULCHED WITH 2" DEPTH WOOD MULCH (NO WEED BARRIER FABRIC.)
9. SHRUB BEDS IN GRASS AREAS TO HAVE SPADE CUT EDGE.
10. INSTALL EROSION CONTROL BLANKET WHERE GRADE IS 4:1 AND STEEPER AND WHERE INDICATED ON THE DRAWINGS., RE: SPECS.
11. PLANTING AREAS THAT WERE PREVIOUSLY PAVED OR HAD CONSTRUCTION TRAILERS/TRAFFIC LOCATED ON TOP OF PLANTING AREA, 2' OF SUBGRADE TO BE RIPPED, TWO DIRECTIONS, PRIOR TO PLACING PRE-AMENDED TOPSOIL. SUBMIT PHOTOS OF SOIL BEING RIPPED.

LEGEND

- LOW GROW NATIVE SEED MIX, RE: SPECS
- COBBLE MULCH OVER WEED BARRIER FABRIC, RE: SPECS.
- LIMIT OF WORK

LANDSCAPE KEY NOTES

1.0 PLANTING

- | | |
|--|---|
| 1.1 MULTI-STEM TREE PLANTING, RE: 4/L-201BR | 1.10 LANDSCAPE EDGER, RE: 2/L-201BR |
| 1.2 SHRUB PLANTING, RE: 1/L-201BR | 1.11 BIKE RACK WITH CONCRETE PAD, RE: SPECS |
| 1.3 SHRUB PLANTING ON SLOPE, RE: 3/L-201BR | 1.12 EXISTING GRAVEL PARKING LOT TO REMAIN |
| 1.4 NOT USED | 1.13 DECIDUOUS TREE PLANTING, RE: 2/L-202BR |
| 1.5 LOW GROW NATIVE SEED MIX, RE: SPECS | |
| 1.6 NOT USED | |
| 1.7 EXISTING TREE TO BE PROTECTED, RE: 1/L-202BR | |
| 1.8 4" UNDERDRAIN PER GEOTECH, DAYLIGHT DRAIN AND ADD COBBLE HEADWALL, 5/L-201BR | |
| 1.9 COBBLE MULCH OVER WEED BARRIER FABRIC, RE: SPECS | |

PLANT LIST

ABBR	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
DECIDUOUS TREES				
PT	POPULUS TREMULOIDES	ASPEN	6' CL.	B&B, STAKE/GUY
PA	POPULUS ANGUSTIFOLIA	NARROWLEAF COTTONWOOD	2"	
SHRUBS				
AA	AMERLANCHIER ALNIFOLIA	SASKATOON SERVICEBERRY	5 GAL.	CONT.
ATV	ATTEMISIS TRIDENTATE 'VASYANA'	TALL WESTERN SAGE		
JS	JUNIPERUS SABINA	BUFFALO JUNIPER		
PV	PRUNUS VIRGINIANA	CANADA RED CHOKECHERRY	5 GAL.	CLUMP, CONT.
RA	RIBES AUREUM	ALPINE CURRANT		
RW	ROSA WOODSII	WOODS ROSE		
SSS	SORBARIA SORBIFOLIA 'SEM'	COMPACT URAL FALSE SPIREA		

SITUATIONAL LANDSCAPE NOTES

- 1 SEED TO LIMIT OF DISTURBANCE
- 2 REGRADE GRAVEL LOT AS NEEDED FOR SITE IMPROVEMENTS

SITUATIONAL IRRIGATION NOTES

- 11 TIE INTO 1" COPPER IRRIGATION STUB-OUT AT APPROXIMATE LOCATION SHOWN. INSTALL 3/4" DRAIN VALVE, 1" GATE VALVE, 1" MASTER VALVE AND EXTEND MAINLINE AS SHOWN. IRRIGATION BACKFLOW PREVENTER AND ASSOCIATED PIPING WITHIN BUILDING IS BY OTHERS. RE: PLUMBING DRAWINGS.
- 12 WALL MOUNT ONE RAIN BIRD EWSP-ME3 10 STATION CONTROLLER WITHIN MECHANICAL ROOM. EXTEND CONDUIT FROM CONTROLLER TO EXTERIOR LANDSCAPE AREA. 120 VOLT POWER TO CONTROLLER IS BY OTHERS, RE: ELECTRICAL DRAWINGS. INSTALL RAIN/FREEZE SENSOR AT EXTERIOR LOCATION APPROVED BY CMC PROJECT MANAGER.
- 13 INSTALL POINT SOURCE DRIP EMITTERS TO ALL PLANTS IN NATIVE SEED AREAS. INSTALL TWO EMITTERS PER SHRUB. ALL DRIP TUBING IS TO BE BURIED.
- 14 INSTALL 1" QUICK COUPLING VALVE ON EACH END OF MAINLINE. IN ADDITION, EXTEND THREE SPARE CONTROL WIRES WITH COMMON FROM CONTROLLER TO END OF MAIN. STUB WIRES IN VALVE BOX CONTAINING QUICK COUPLING VALVE.
- 15 1-1/2" SCHEDULE 40 PVC MAINLINE
- 16 INSTALL SEPARATE DRIP ZONE FOR ALL PLANTS IN LANDSCAPE BED AND PARKING LOT ISLAND
- 17 2" SLEEVE

AndersonMasonDale Architects

CMC Student Housing Breckenridge

COLORADO MOUNTAIN COLLEGE
107 Denison Placer Road
Breckenridge, CO 80424

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

Civil Engineer
R&R Engineers-Surveyors, Inc.
1635 W. 13th Ave., Suite 310
Denver, CO 80204
Telephone: 303-753-6730

Landscape Architect
Lime Green Design
900 E. Louisiana Ave., Suite 289
Denver, CO 80210
Telephone: 303-733-7558

Structural Engineer
KL&A Engineers
1717 Washington Ave
Golden, CO 80401
Telephone: 303-384-9910

MEP Engineer
Cator Ruma and Associates, Co
896 Tabor Street
Lakewood, CO 80401
Telephone: 303-232-6200

Issue Date
Design Development 10 FEB 2022
TOB Prelim Application 17 FEB 2022

Project Number:
Drawn: ADJ
By: Reviewed: MDE
By: Approved: ADJ
By:

PLANTING PLAN

L-101-BR



1 PLANTING PLAN

LANDSCAPE KEY NOTES

- 1.0 PLANTING**
- 1.1 MULTI-STEM TREE PLANTING, RE: 4/L-201BR
 - 1.2 SHRUB PLANTING, RE: 1/L-201BR
 - 1.3 SHRUB PLANTING ON SLOPE, RE: 3/L-201BR
 - 1.4 5' LENGTH PRECAST CONC. SPLASH BLOCK WITH 5' RIPRAP RUN-DOWN OVER BITUTHENE LINER
 - 1.5 LOW GROW NATIVE SEED MIX, RE: SPECS
 - 1.6 BASE BID: COBBLE MULCH OVER WEED BARRIER FABRIC ALT.: CONC. SLAB RE: ARCH + CIVIL
 - 1.7 EXISTING TREE TO BE PROTECTED, RE: 1/L-202BR
 - 1.8 4" UNDERDRAIN PER GEOTECH, DAYLIGHT DRAIN AND ADD COBBLE HEADWALL, 5/L-201BR
 - 1.9 COBBLE MULCH OVER WEED BARRIER FABRIC, RE: SPECS
 - 1.10 LANDSCAPE EDGER, RE: 2/L-201BR
 - 1.11 SEAT WALL, RE: 7/L-201
 - 1.12 EXISTING GRAVEL PARKING LOT TO REMAIN
 - 1.13 DECIDUOUS TREE PLANTING, RE: RE: 2/L-202BR
 - 1.14 TRANSFORMER PAD, RE: CIVIL

PLANT LIST

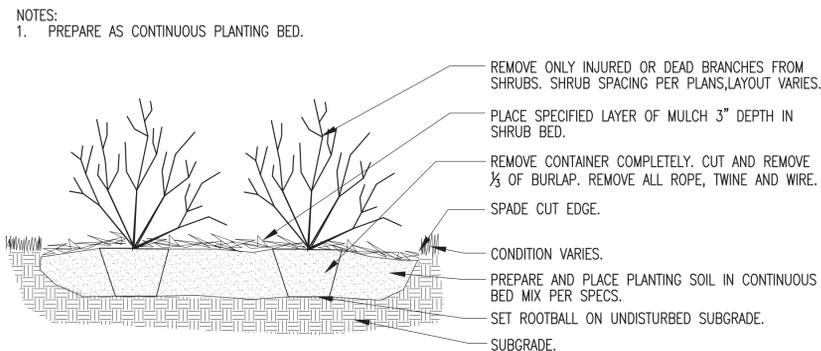
ABBR	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
DECIDUOUS TREES				
PA	POPULOUS ACUMINATA	LANCELEAF COTTONWOOD	2"	B&B, STAKE/GUY
PT	POPULOUS TREMULOIDES	ASPEN	6' CL.	B&B, STAKE/GUY
SHRUBS				
AA	AMERLANCHIER ALNIFOLIA	SASKATOON SERVICEBERRY	5 GAL.	CONT.
ATV	ATTEMISIS TRIDENTATE 'VASYANA'	TALL WESTERN SAGE	5 GAL.	CONT.
JS	JUNIPERUS SABINA	BUFFALO JUNIPER	5 GAL.	CONT.
PV	PRUNUS VIRGINIANA	CANADA RED CHOKECHERRY	5 GAL.	CLUMP, CONT.
RA	RIBES AUREUM	ALPINE CURRANT	5 GAL.	CONT.
SB	SYRINGA X BLOOMERANG	REBLOOMING LILAC	5 GAL.	CONT.

SITUATIONAL LANDSCAPE NOTES

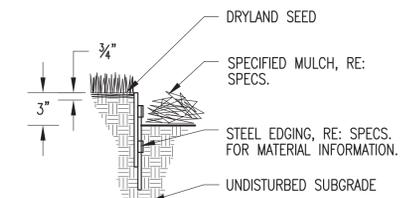
- 1 SEED TO LIMIT OF DISTURBANCE
- 2 REGRADE GRAVEL LOT AS NEEDED FOR SITE IMPROVEMENTS

SITUATIONAL IRRIGATION NOTES

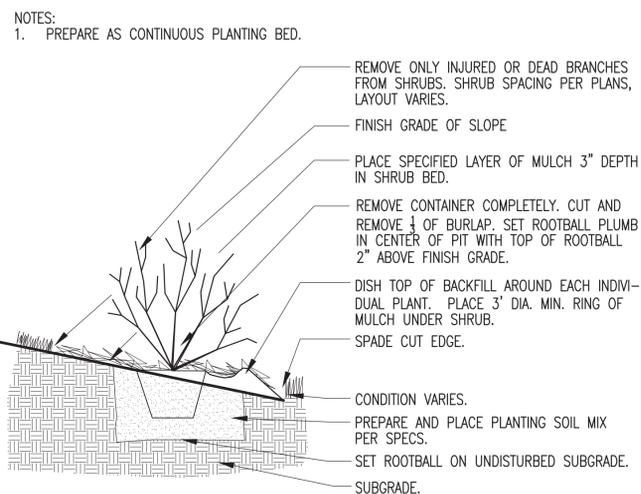
- 11 TIE INTO 1" COPPER IRRIGATION STUB-OUT AT APPROXIMATE LOCATION SHOWN. INSTALL 3/4" DRAIN VALVE, 1" GATE VALVE, QUICK COUPLING VALVE 1" MASTER VALVE AND EXTEND MAINLINE AS SHOWN. IRRIGATION BACKFLOW PREVENTER AND ASSOCIATED PIPING WITHIN BUILDING IS BY OTHERS. RE: PLUMBING DRAWINGS.
- 12 WALL MOUNT ONE RAIN BIRD MODEL NUMBER ESP-ME3 CONTROLLER WITHIN MECHANICAL ROOM. EXTEND CONDUIT FROM CONTROLLER TO EXTERIOR LANDSCAPE AREA. 120 VOLT POWER TO CONTROLLER IS BY OTHERS, RE: ELECTRICAL DRAWINGS. INSTALL RAIN/FREEZE SENSOR AT EXTERIOR LOCATION APPROVED BY CMC PROJECT MANAGER.
- 13 INSTALL POINT SOURCE DRIP EMITTERS TO ALL PLANTS IN NATIVE SEED AREAS. INSTALL TWO 0.5 GPH EMITTERS PER SHRUB. INSTALL SIX 1.0 GPH EMITTERS PER TREE. ALL DRIP TUBING IN NATIVE SEED AREAS IS TO BE BURIED.
- 14 INSTALL 1" QUICK COUPLING VALVE ON EACH END OF MAINLINE. IN ADDITION, EXTEND THREE SPARE CONTROL WIRES WITH COMMON FROM CONTROLLER TO END OF MAIN. STUB WIRES IN VALVE BOX CONTAINING QUICK COUPLING VALVE.
- 15 1-1/2" SCHEDULE 40 PVC MAINLINE
- 16 INSTALL SEPARATE DRIP ZONE FOR ALL PLANTS IN LANDSCAPE BED AND PARKING LOT ISLAND
- 17 4" SLEEVE



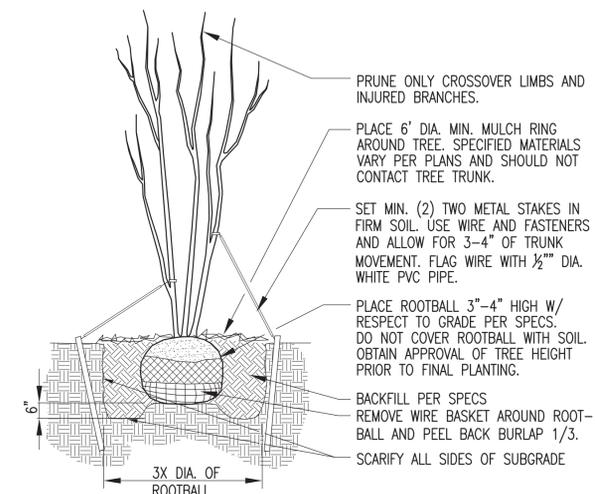
1 SHRUB PLANTING
NTS



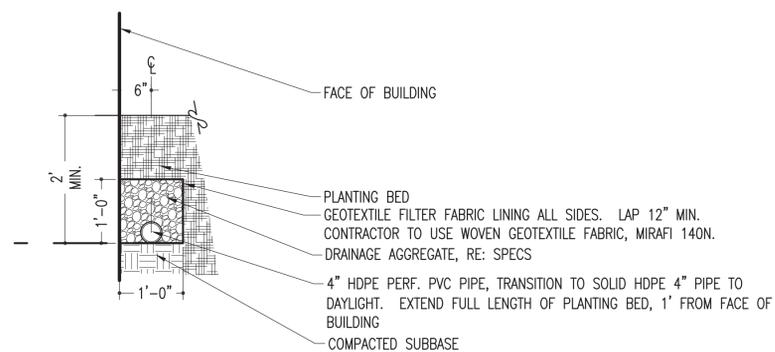
2 LANDSCAPE EDGING
NTS



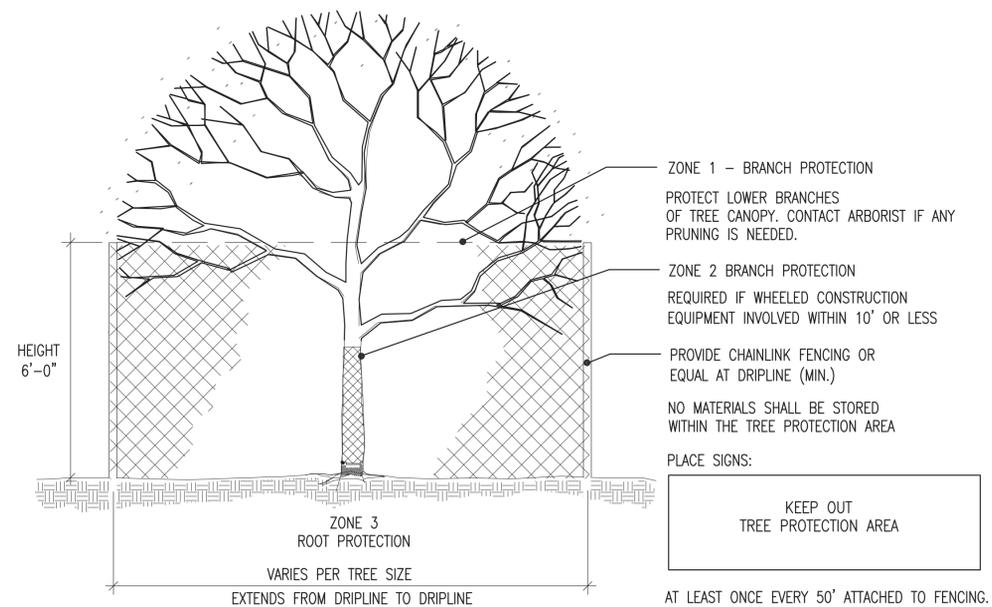
3 SHRUB PLANTING ON SLOPE
NTS



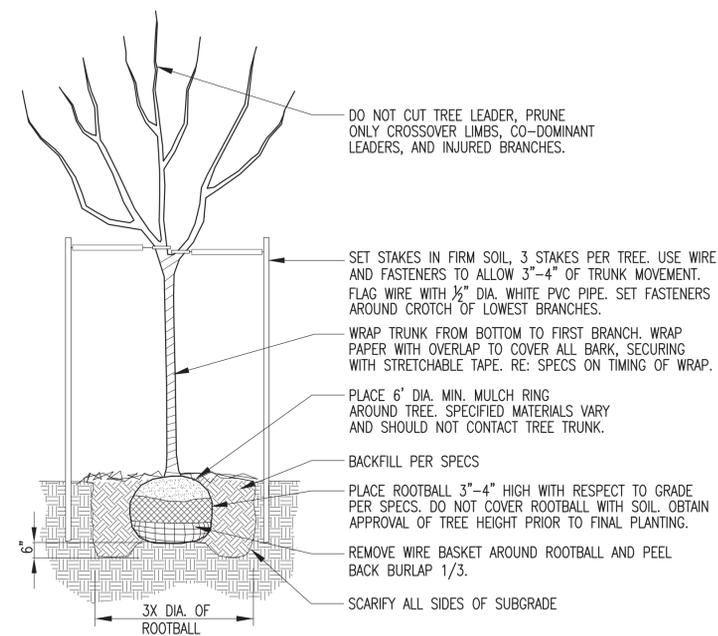
4 MULTI-STEM TREE PLANTING
NTS



5 PLANTER DRAIN NEAR BUILDING
NTS



1 TREE PROTECTION
NTS



2 DECIDUOUS TREE PLANTING
NTS

WORK NOTES (X)

- 301 SLAB ON GRADE, RE: CIVIL
- 302 CONC HOUSEKEEPING PAD, RE: CIVIL
- 615 6X8 WD POST, RE: STR
- 1002 MTL CORNER GUARD, 72" AFF
- 1105 COMMERCIAL WASHER AND DRYER SET, CFCI
- 2602 SWITCHBOARD ON CONC HOUSEKEEPING PAD, RE: ELEC

CMC Student Housing Breckenridge

21-157
COLORADO MOUNTAIN COLLEGE
 107 Denison Placer Road
 Breckenridge, CO 80424

Architect
 AndersonMasonDale Architects, P.C.
 3198 Speer Boulevard
 Denver, CO 80211
 Telephone: 303-294-9448

Civil Engineer
 R&R Engineers-Surveyors, Inc.
 1635 W. 13th Ave., Suite 310
 Denver, CO 80204
 Telephone: 303-753-6730

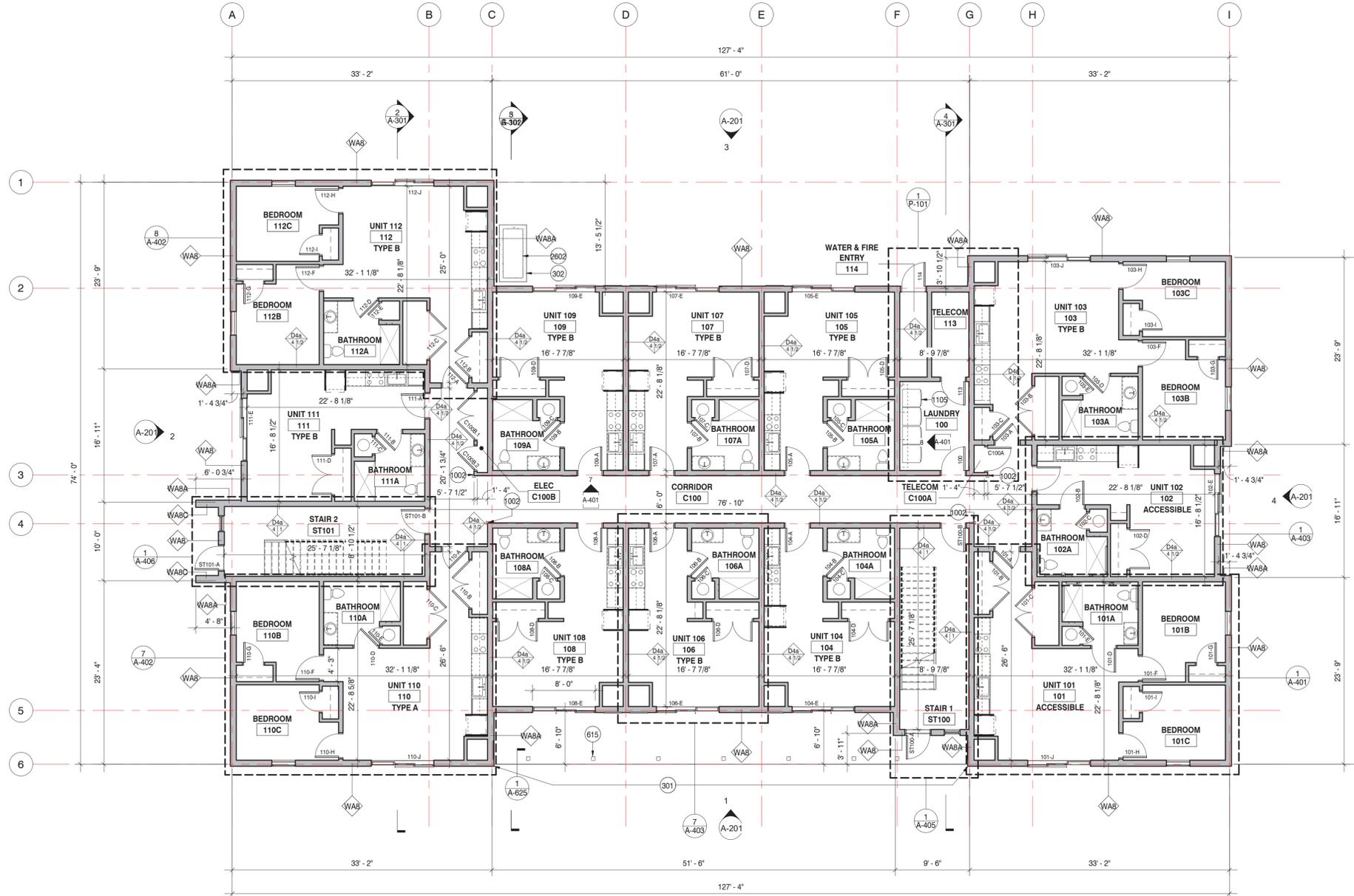
Landscape Architect
 Lime Green Design
 900 E. Louisiana Ave., Suite 289
 Denver, CO 80210
 Telephone: 303-733-7558

Structural Engineer
 KL&A Engineers
 1717 Washington Ave
 Golden, CO 80401
 Telephone: 303-384-9910

MEP Engineer
 Cator Ruma and Associates, Co
 896 Tabor Street
 Lakewood, CO 80401
 Telephone: 303-232-6200

GENERAL NOTES

1. ALL DIMENSIONS ARE TO F.O. GYP BD FOR INTERIOR PARTITIONS & TO F.O. STUD FOR EXTERIOR WALLS, U.O.N.
2. ALL INTERIOR PARTITIONS TO BE TYPE 'C2', 2X4 WD STUD, U.O.N. ON PLAN OR ENLARGED PLAN.
3. PARTITIONS ILLUSTRATED ON COLUMN CENTERLINES ARE CENTERED ABOUT THEM U.O.N.
4. SEE ENLARGED PLANS FOR UNIT PARTITION TYPES & LOCATIONS.
5. REFER TO SHEET A-601 FOR EXTERIOR WALL, SOFFIT, AND ROOF ASSEMBLIES.
6. REFER TO A-602 FOR INTERIOR PARTITION TYPES.
7. REFER TO CODE PLANS FOR LOCATION OF FIRE RATED PARTITIONS.
8. PROVIDE MOLD-RESISTANT GYPSUM BOARD BEHIND SINKS.
9. PROVIDE CEMENTITIOUS BACKER UNITS AT ALL WET WALL LOCATIONS & GLASS-MAT WATER-RESISTANT BACKING BOARD BEHIND ALL OTHER TILE / SHOWER SURROUND INSTALLATIONS.
10. PROVIDE FIRE TREATED BLOCKING AT ALL WALL MOUNTED EQUIPMENT, ACCESSORIES (GRAB BARS, ETC.), CABINETS, ETC.
11. PROVIDE PLYWOOD OR LIGHT GAUGE METAL BLOCKING AT ALL UPPER CABINETS, DOOR STOPS, FLAT PANELS, AND HANDRAIL BRACKETS.
12. PROVIDE STAINLESS STEEL CORNER GUARDS UP TO 72" AFF U.O.N. AT ALL OUTSIDE CORNERS IN CORRIDORS.
13. ABUSE RESISTANT GYP BOARD TYP. AT ALL CORRIDOR WALLS TO 48"
14. ALL DOOR JAMBS (HINGE SIDE) ARE 4" FROM PARTITION, U.O.N.
15. 4" WOOD BASE TYP. AT ALL INTERIOR WALLS, U.O.N. REFER TO FINISH PLANS/SCHEDULE.
16. PAINT AND PATCH WALLS AT ALL INTERIOR WALLS, U.O.N.
17. CLEARANCES AND OTHER DIMENSIONS SHOWN IN 'TOILET FIXTURE AND ACCESSORY MOUNTING HEIGHT SCHEDULE' ARE ABSOLUTE. SHOULD PLAN DIMENSIONS OR FIELD CONDITIONS RESULT IN INADEQUATE CLEARANCES, NOTIFY ARCHITECT BEFORE PROCEEDING WITH WORK.
18. FURNITURE SHOWN HALFTONED AND FOR REFERENCE ONLY; CONFIRM ALL FFE WITH OWNER AND ARCHITECT.



FIRST LEVEL FLOOR PLAN
 1
 1/8" = 1'-0" A-101

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022

Project	21-157
Number:	
Drawn	DR
By:	
Reviewed	CO
By:	
Approved	JG
By:	

PLAN - LEVEL 1

A-101

CMC Student Housing Breckenridge

21-157
COLORADO MOUNTAIN COLLEGE
107 Denison Placer Road
Breckenridge, CO 80424

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

Civil Engineer
R&R Engineers-Surveyors, Inc.
1635 W. 13th Ave., Suite 310
Denver, CO 80204
Telephone: 303-753-6730

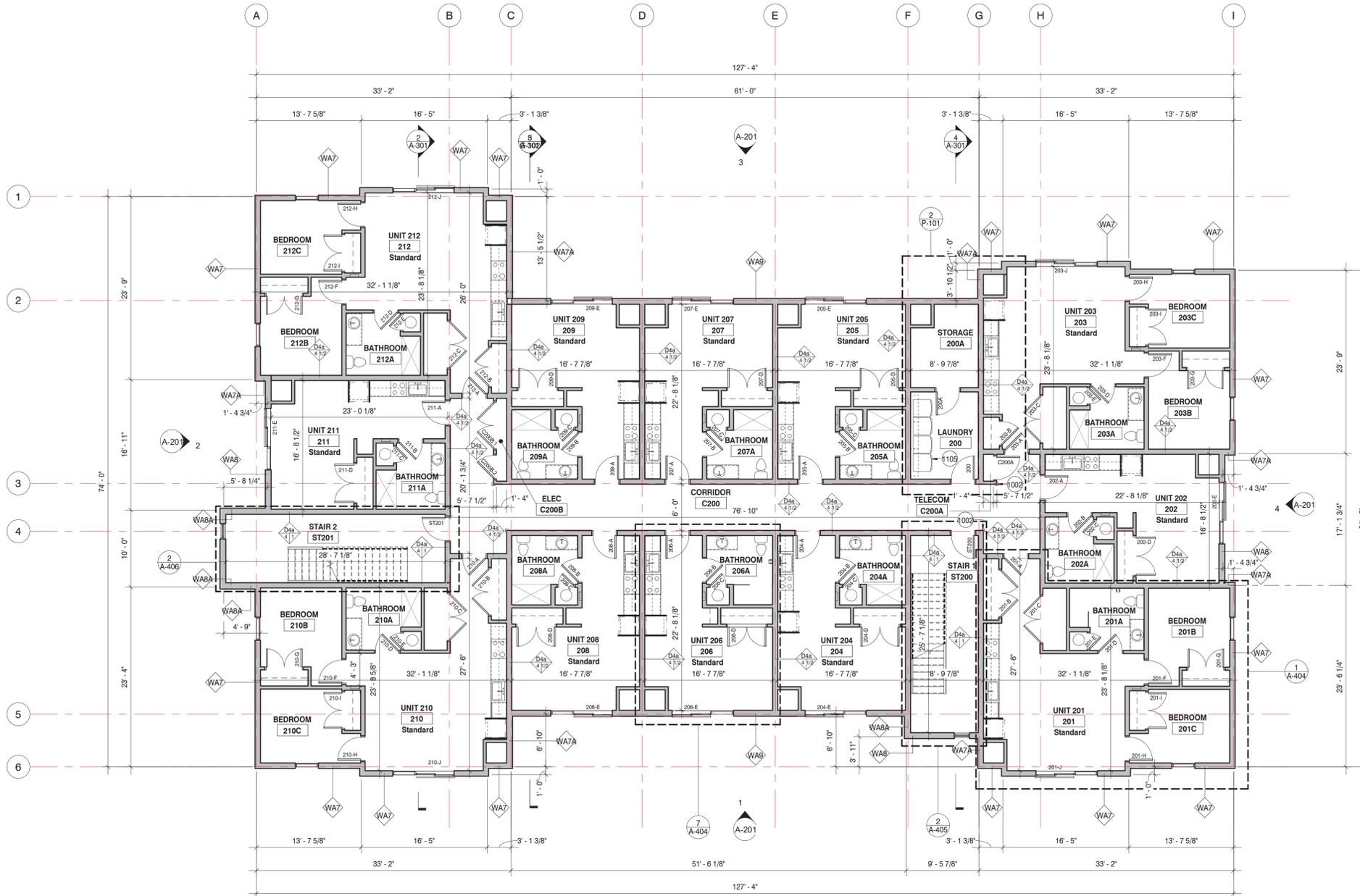
Landscape Architect
Lime Green Design
900 E. Louisiana Ave., Suite 289
Denver, CO 80210
Telephone: 303-733-7558

Structural Engineer
KL&A Engineers
1717 Washington Ave
Golden, CO 80401
Telephone: 303-384-9910

MEP Engineer
Cator Ruma and Associates, Co
896 Tabor Street
Lakewood, CO 80401
Telephone: 303-232-6200

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022

Project	21-157
Number:	
Drawn	DR
By:	
Reviewed	CO
By:	
Approved	JG
By:	



GENERAL NOTES

1. ALL DIMENSIONS ARE TO F.O. GYP BD FOR EXTERIOR WALLS, U.O.N.
2. ALL INTERIOR PARTITIONS TO BE TYPE C2, C24 WD STUD, U.O.N. ON PLAN OR ENLARGED PLAN.
3. PARTITIONS ILLUSTRATED ON COLUMN CENTERLINES ARE CENTERED ABOUT THEM U.O.N.
4. SEE ENLARGED PLANS FOR UNIT PARTITION TYPES & LOCATIONS.
5. REFER TO SHEET A-601 FOR EXTERIOR WALL, SOFFIT, AND ROOF ASSEMBLIES
6. REFER TO A-602 FOR INTERIOR PARTITION TYPES.
7. REFER TO CODE PLANS FOR LOCATION OF FIRE RATED PARTITIONS.
8. PROVIDE MOLD-RESISTANT GYPSUM BOARD BEHIND SINKS.
9. PROVIDE CEMENTITIOUS BACKER UNITS AT ALL WET WALL LOCATIONS & GLASS-MAT WATER-RESISTANT BACKING BOARD BEHIND ALL OTHER TILE / SHOWER SURROUND INSTALLATIONS.
10. PROVIDE FIRE TREATED BLOCKING AT ALL WALL MOUNTED EQUIPMENT, ACCESSORIES (GRAB BARS, ETC.), CABINETS, ETC.
11. PROVIDE PLYWOOD OR LIGHT GAUGE METAL BLOCKING AT ALL UPPER CABINETS, DOOR STOPS, FLAT PANELS, AND HANDRAIL BRACKETS.
12. PROVIDE STAINLESS STEEL CORNER GUARDS UP TO 72" AFF U.O.N. AT ALL OUTSIDE CORNERS IN CORRIDORS.
13. ABUSE RESISTANT GYP BOARD TYP. AT ALL CORRIDOR WALLS TO 48"
14. ALL DOOR JAMBS (HINGE SIDE) ARE 4" FROM PARTITION, U.O.N.
15. 4" WOOD BASE TYP. AT ALL INTERIOR WALLS, U.O.N. REFER TO FINISH PLANS/SCHEDULE.
16. PAINT AND PATCH WALLS AT ALL INTERIOR WALLS, U.O.N.
17. CLEARANCES AND OTHER DIMENSIONS SHOWN IN "TOILET FIXTURE AND ACCESSORY MOUNTING HEIGHT SCHEDULE" ARE ABSOLUTE. SHOULD PLAN DIMENSIONS OR FIELD CONDITIONS RESULT IN INADEQUATE CLEARANCES, NOTIFY ARCHITECT BEFORE PROCEEDING WITH WORK.
18. FURNITURE SHOWN HALFTONED AND FOR REFERENCE ONLY; CONFIRM ALL FFE WITH OWNER AND ARCHITECT

PLAN - LEVEL 2
1/8" = 1'-0"
A-201 A-102

CMC Student Housing Breckenridge

21-157
COLORADO MOUNTAIN COLLEGE
107 Denison Placer Road
Breckenridge, CO 80424

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

Civil Engineer
R&R Engineers-Surveyors, Inc.
1635 W. 13th Ave., Suite 310
Denver, CO 80204
Telephone: 303-753-6730

Landscape Architect
Lime Green Design
900 E. Louisiana Ave., Suite 289
Denver, CO 80210
Telephone: 303-733-7558

Structural Engineer
KL&A Engineers
1717 Washington Ave
Golden, CO 80401
Telephone: 303-384-9910

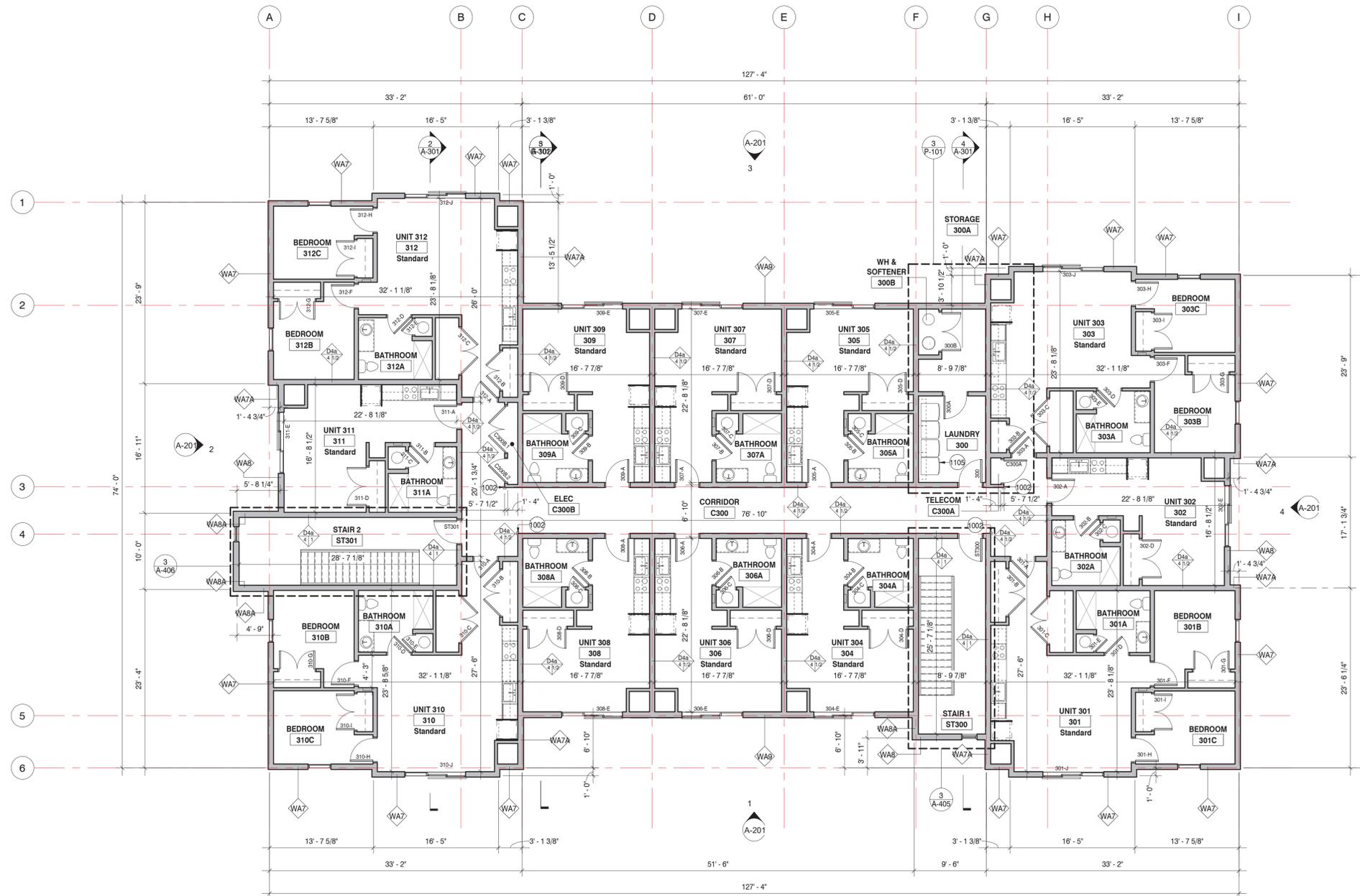
MEP Engineer
Cator Ruma and Associates, Co
896 Tabor Street
Lakewood, CO 80401
Telephone: 303-232-6200

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022

Project Number:	21-157
Drawn By:	DR
Reviewed By:	CO
Approved By:	JG

GENERAL NOTES

- ALL DIMENSIONS ARE TO F.O. GYP BD FOR EXTERIOR WALLS, U.O.N.
- ALL INTERIOR PARTITIONS TO BE TYPE C2, 2X4 WD STUD, U.O.N. ON PLAN OR ENLARGED PLAN.
- PARTITIONS ILLUSTRATED ON COLUMN CENTERLINES ARE CENTERED ABOUT THEM U.O.N.
- SEE ENLARGED PLANS FOR UNIT PARTITION TYPES & LOCATIONS.
- REFER TO SHEET A-601 FOR EXTERIOR WALL, SOFFIT, AND ROOF ASSEMBLIES.
- REFER TO A-602 FOR INTERIOR PARTITION TYPES.
- REFER TO CODE PLANS FOR LOCATION OF FIRE RATED PARTITIONS.
- PROVIDE MOLD-RESISTANT GYPSUM BOARD BEHIND SINKS.
- PROVIDE CEMENTITIOUS BACKER UNITS AT ALL WET WALL LOCATIONS & GLASS-MAT WATER-RESISTANT BACKING BOARD BEHIND ALL OTHER TILE / SHOWER SURROUND INSTALLATIONS.
- PROVIDE FIRE TREATED BLOCKING AT ALL WALL MOUNTED EQUIPMENT, ACCESSORIES (GRAB BARS, ETC.), CABINETS, ETC.
- PROVIDE PLYWOOD OR LIGHT GAUGE METAL BLOCKING AT ALL UPPER CABINETS, DOOR STOPS, FLAT PANELS, AND HANDRAIL BRACKETS.
- PROVIDE STAINLESS STEEL CORNER GUARDS UP TO 72" AFF U.O.N. AT ALL OUTSIDE CORNERS IN CORRIDORS.
- ABUSE RESISTANT GYP BOARD TYP. AT ALL CORRIDOR WALLS TO 48"
- ALL DOOR JAMBS (HINGE SIDE) ARE 4" FROM PARTITION, U.O.N.
- 4" WOOD BASE TYP. AT ALL INTERIOR WALLS, U.O.N. REFER TO FINISH PLANS/SCHEDULE.
- PAIN AND PATCH WALLS AT ALL INTERIOR WALLS, U.O.N.
- CLEARANCES AND OTHER DIMENSIONS SHOWN IN "TOILET FIXTURE AND ACCESSORY MOUNTING HEIGHT SCHEDULE" ARE ABSOLUTE. SHOULD PLAN DIMENSIONS OR FIELD CONDITIONS RESULT IN INADEQUATE CLEARANCES, NOTIFY ARCHITECT BEFORE PROCEEDING WITH WORK.
- FURNITURE SHOWN HALFTONED AND FOR REFERENCE ONLY; CONFIRM ALL FFE WITH OWNER AND ARCHITECT



PLAN - LEVEL 3
1
A-201 1/8" = 1'-0" A-103

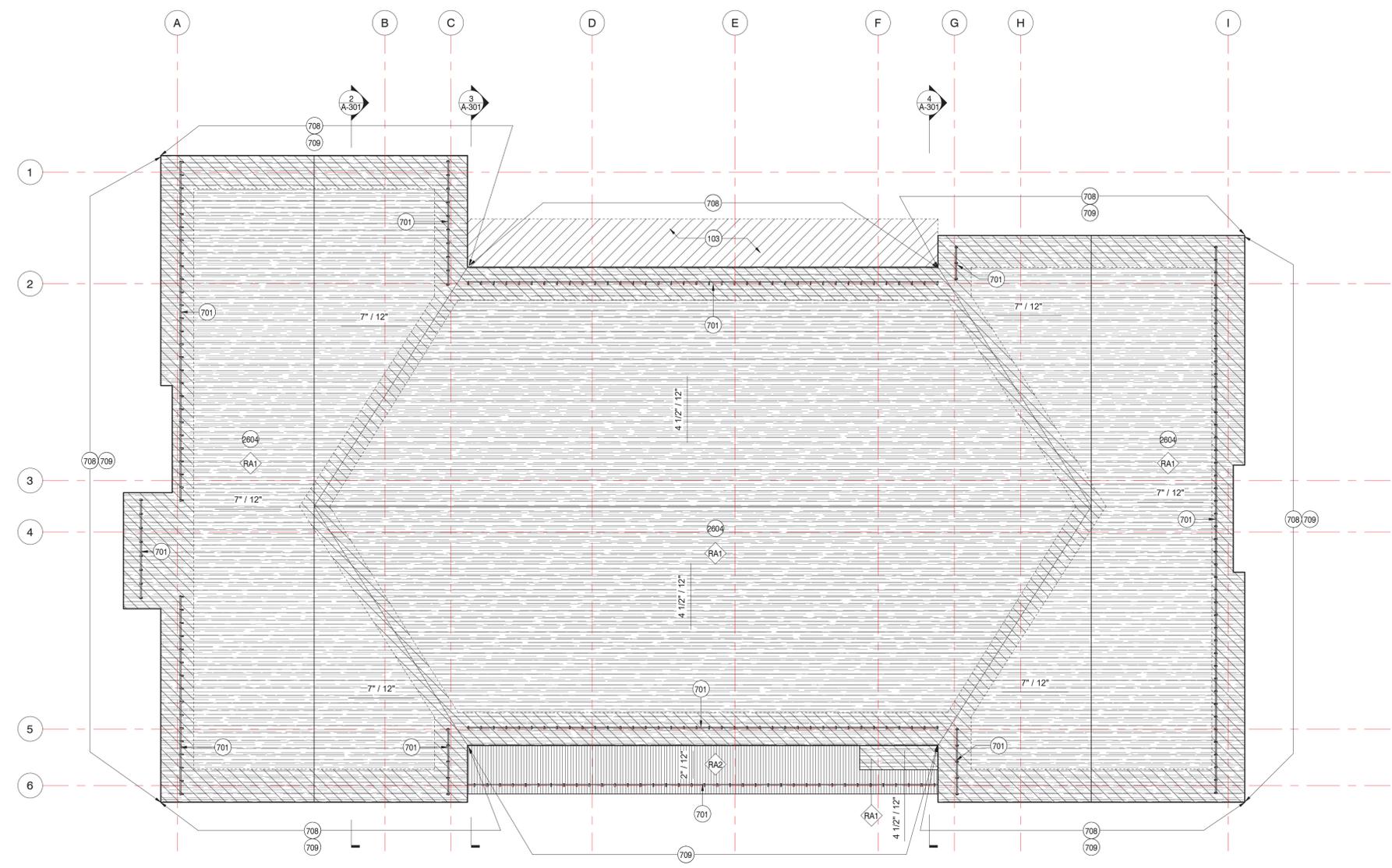
WORK NOTES

- 103 ALTERNATE - LEVEL 1 BACK PORCH DESIGN SIM TO FRONT PORCH
- 701 SNOW GUARDS
- 708 EXTERIOR ARCHITECTURAL WOODWORK - FIRE-RETARDANT TREATED PURLINS, RE: ROOF PLAN FOR LOCATIONS
- 709 FIRE-RETARDANT TREATED 4X T&G BOARD PANELING AT SOFFIT, TYP. RE: ROOF PLAN FOR LOCATIONS
- 2604 REFER TO ELEC FOR HEAT TRACE LOCATIONS

GENERAL NOTES

LEGEND

-  ASPHALT SHINGLES
-  COVERAGE OF ICE & WATER SHIELD AT EAVES AND VALLEYS. INSTALL MIN 2FT BEYOND INTERIOR F.O. STUD AT EXT WALL ASSEMBLY



PLAN - ROOF
 1
 1/8" = 1'-0" A-105

Architect
 AndersonMasonDale Architects, P.C.
 3198 Speer Boulevard
 Denver, CO, 80211
 Telephone: 303-294-9448

Civil Engineer
 R&R Engineers-Surveyors, Inc.
 1635 W. 13th Ave., Suite 510
 Denver, CO 80204
 Telephone: 303-753-6730

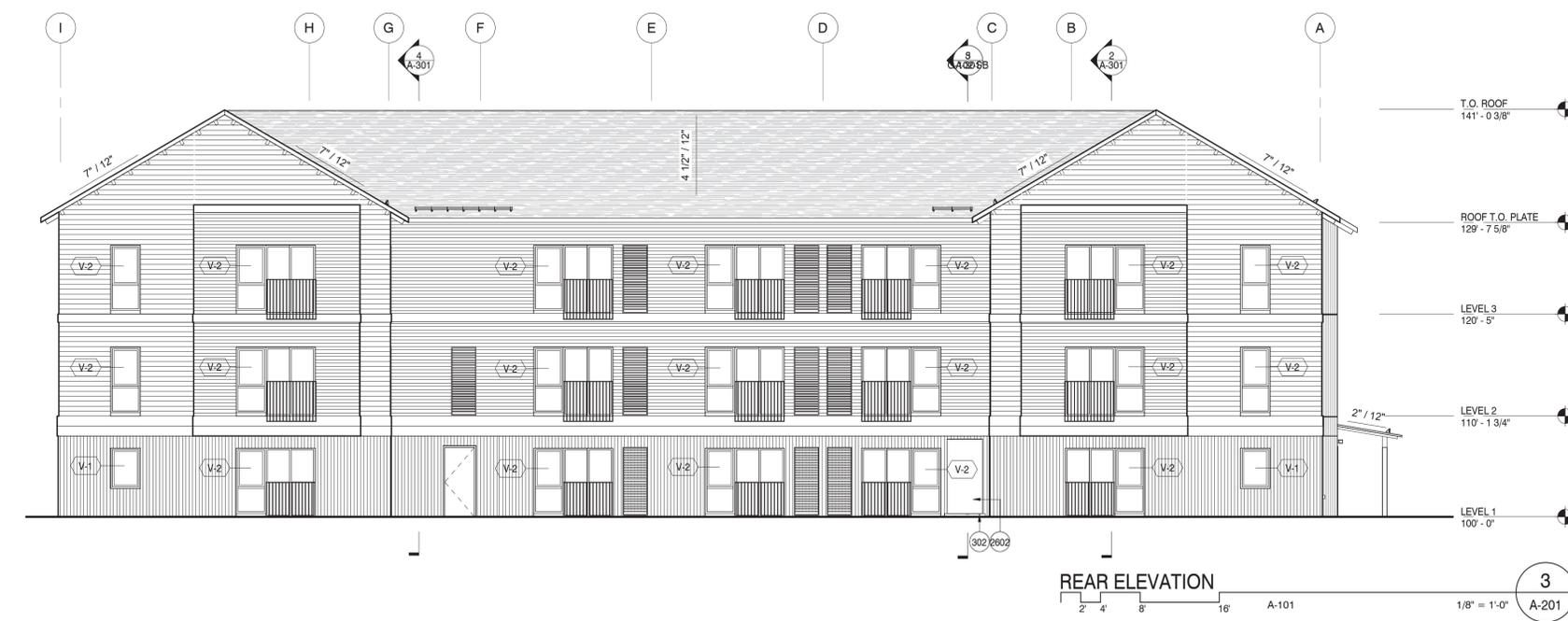
Landscape Architect
 Lime Green Design
 900 E. Louisiana Ave., Suite 289
 Denver, CO 80210
 Telephone: 303-733-7558

Structural Engineer
 KL&A Engineers
 1717 Washington Ave
 Golden, CO 80401
 Telephone: 303-384-9910

MEP Engineer
 Cator Ruma and Associates, Co
 896 Tabor Street
 Lakewood, CO 80401
 Telephone: 303-232-6200

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022

Project	21-157
Number:	
Drawn	DR
By:	
Reviewed	CO
By:	
Approved	JG
By:	



WORK NOTES (X)

- 302 CONC HOUSEKEEPING PAD, RE: CIVIL
- 501 PREFABRICATED MTL JULIET BALCONY - DECK MOUNTED
- 502 PREFABRICATED MTL JULIET BALCONY - MOUNTED AT T.O. SLAB
- 503 ARCHITECTURAL VRP LOUVER
- 615 6X6 WD POST, RE: STR
- 616 4X10 WD BEAM, RE: STR
- 617 WOOD PURLINS, RE: STR
- 701 SNOW GUARDS
- 702 FIBER CEMENT TRIM - 5/4X10
- 703 FIBER CEMENT TRIM - 5/4X12
- 705 METAL COPING
- 706 ASPHALT SHINGLES
- 707 CORRUGATED METAL ROOF
- 708 EXTERIOR ARCHITECTURAL WOODWORK - FIRE-RETARDANT TREATED PURLINS, RE: ROOF PLAN FOR LOCATIONS
- 709 FIRE-RETARDANT TREATED 4X T&G BOARD PANELING AT SOFFIT, TYP. RE: ROOF PLAN FOR LOCATIONS
- 710 METAL EZ-TRIM AT OPENINGS, TYP
- 712 MTL TRIM EZ-34 FOR OUTSIDE CORNERS & EZ-36 FOR INSIDE CORNERS, TYP AT FC LAP SIDING AND MTL PANEL
- 2208 WALL HYDRANT, RE: PLUMB
- 2602 SWITCHBOARD ON CONC HOUSEKEEPING PAD, RE: ELEC

LEGEND

- FC-1 - FIBER CEMENT LAP SIDING
- FC-2 - FIBER CEMENT LAP SIDING
- MP-1 - CORRUGATED METAL PANEL - WEATHERED
- MP-2 - CORRUGATED METAL PANEL - FINISH 1

GENERAL NOTES

1. ALL WINDOWS AND SLIDING PATIO DOORS ARE STEEL REINFORCED VINYL, U.O.N
2. REFER TO SHEET A-601 FOR WALL AND ROOF ASSEMBLIES
3. REFER TO FLOOR PLANS FOR WALL TYPES.

GLAZING LEGEND

- IGU-1: INSULATED GLAZING UNIT, CLEAR

AndersonMasonDale Architects

CMC Student Housing Breckenridge

21-157
COLORADO MOUNTAIN COLLEGE
 107 Denison Placer Road
 Breckenridge, CO 80424

Architect
 AndersonMasonDale Architects, P.C.
 3198 Speer Boulevard
 Denver, CO, 80211
 Telephone: 303-294-9448

Civil Engineer
 R&R Engineers-Surveyors, Inc.
 1635 W. 13th Ave., Suite 510
 Denver, CO 80204
 Telephone: 303-753-6730

Landscape Architect
 Lime Green Design
 900 E. Louisiana Ave., Suite 289
 Denver, CO 80210
 Telephone: 303-733-7558

Structural Engineer
 KL&A Engineers
 1717 Washington Ave
 Golden, CO 80401
 Telephone: 303-384-9910

MEP Engineer
 Castor Ruma and Associates, Co
 896 Tabor Street
 Lakewood, CO 80401
 Telephone: 303-232-6200

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022
Fire Department Review	18 MAR 2022

Project	21-157
Drawn	DR
Reviewed	CO
Approved	JG
By:	

EXTERIOR ELEVATIONS

A-201



**CMC Student Housing
Edwards**

21-157
COLORADO MOUNTAIN COLLEGE
150 Miller Ranch Rd
Edwards, CO 81632

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

Civil Engineer
R&R Engineers-Surveyors, Inc.
1635 W. 13th Ave., Suite 310
Denver, CO 80204
Telephone: 303-753-6730

Landscape Architect
Lime Green Design
900 E. Louisiana Ave., Suite 289
Denver, CO 80210
Telephone: 303-733-7558

Structural Engineer
KL&A Engineers
1717 Washington Ave
Golden, CO 80401
Telephone: 303-384-9910

MEP Engineer
Cator Ruma and Associates, Co
896 Tabor Street
Lakewood, CO 80401
Telephone: 303-232-6200

Issue	Date
Design Development	10 FEB 2022
TOB Prelim Application	17 FEB 2022

LEGEND

-  **FC-1 FIBER CEMENT LAP SIDING - SMOOTH, FINISH 1**
-  **FC-2 FIBER CEMENT LAP SIDING - WOOD LOOK, FINISH 2**
-  **MP-1 CORRUGATED METAL PANEL - WEATHERED, FINISH 1**
-  **MP-2 CORRUGATED METAL PANEL - FINISH 2**
-  **ST-1 STUCCO - FINISH 1**
-  **R-1 ASPHALT SHINGLES**

Project Number:	21-157
Drawn By:	DR
Reviewed By:	CO
Approved By:	JG

EXTERIOR RENDERING

A-201P

Application

LED wall luminaires with symmetrical light distribution designed for general illumination of pathways, plazas and building entrances.

Materials

Luminaire housing constructed of die-cast marine grade, copper free ($\leq 0.3\%$ copper content) A360.0 aluminum alloy
 Matte safety glass
 Reflector made of pure anodized aluminum
 Silicone applied robotically to casting, plasma treated for increased adhesion
 High temperature silicone gasket
 Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
 Protection class IP65
 Weight: 8.2lbs

Electrical

Operating voltage 120-277VAC
 Minimum start temperature -30°C
 LED module wattage 14.9W
 System wattage 17.4W
 Controllability 0-10V dimmable
 Color rendering index $Ra > 80$
 Luminaire lumens 1,706 lumens (3000K)
 Lifetime at $T_a = 15^{\circ}\text{C}$ 185,000 h (L70)
 Lifetime at $T_a = 50^{\circ}\text{C}$ 155,000 h (L70)

LED color temperature

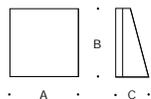
- 4000K - Product number + **K4**
- 3500K - Product number + **K35**
- 3000K - Product number + **K3**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

- Available colors Black (BLK) White (WHT) RAL:
 Bronze (BRZ) Silver (SLV) CUS:



LED wall luminaire · symmetrical light distribution				
	LED	A	B	C
24 219	14.9W	11	11	5%

Type:
 BEGA Product:
 Project:
 Modified:



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into at Breckenridge, Colorado this 14th day of March, 2007, by and among the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and COLORADO MOUNTAIN JUNIOR COLLEGE DISTRICT, a Colorado junior college district ("CMC").

1. Recitals. The parties agree that the following statements are true, and are a material part of this MOU:

A. Town and CMC entered into a Memorandum of Understanding dated November 21, 2005 ("2005 MOU").

B. Paragraph 5(J) of the 2005 MOU provided as follows:

J. Reservation of Block 11 Property. Town currently owns a substantial portion of Block 11, An Amended Replat of the Breckenridge Airport Subdivision. Until December 31, 2007 (unless extended by mutual agreement of the parties), Town would agree to reserve up to twenty (20) buildable acres of such land for CMC's future use as an alternative site for a Summit County campus in the event CMC is unsuccessful in its negotiations for the proposed campus in the greater Frisco area. The location of the twenty (20) acres would be subject to the mutual agreement of the parties, as would any final contract for the conveyance of such acreage to CMC. The Town's obligation to reserve such acreage would terminate if CMC is successful in negotiating for the construction and operation of the campus in the greater Frisco area.

C. CMC has determined that it will not acquire a proposed campus in the greater Frisco, Colorado area, and CMC instead desires to obtain from the Town the acreage contemplated by Paragraph 5(J) of the 2005 MOU so that it may develop on such land a new Summit County campus (referred to for purposes of this MOU as the "New Breckenridge Campus", subject to later change by CMC).

D. The parties want the New Breckenridge Campus to function not only as a place of higher education, but as a site that can be used for other community purposes and uses acceptable to the parties; provided that such other purposes and uses do not interfere with the use of the Property for its primary purpose as an institution of higher education.

E. The parties want to set forth a preliminary outline of the terms under which CMC may build the New Breckenridge Campus on a portion of the Town's property in order to better clarify the intent and expectations to each other and the citizens of the Town.

2. Property Subject of the MOU. The land owned by Town which is the subject of this MOU is legally described as follows:

MEMORANDUM OF UNDERSTANDING

Page 1 of 8

A tract of land, not more than 20 acres in size, being a portion of Tract D, Final Plat, A Replat of Block 11, An Amended Replat of Breckenridge Airport Subdivision, as shown thereon on the plat recorded August 3, 2005 under Reception No. 797050 of the records of the Clerk and Recorder of Summit County, Colorado.

(“Property”)

The precise acreage and legal description of the Property upon which CMC may construct the New Breckenridge Campus will be mutually agreed upon by the parties as part of CMC’s planning of the New Breckenridge Campus.

3. Planning of the New Breckenridge Campus. CMC and Town will work diligently, cooperatively and in good faith to develop a suitable plan for the location of the New Breckenridge Campus on the Property that meets the current and future anticipated needs of both parties. CMC has invited and will include representatives of the Town as part of the CMC design team. The following principles, among others, will guide the planning of the New Breckenridge Campus:

A. The New Breckenridge Campus will be integrated with the Town’s overall design for its “Block 11” and “McCain” properties (to the extent the Town’s Master Plan has been developed), including, but not limited to the following:

- (i) the ultimate location of the Blue River as it runs through the Block 11 and McCain properties;
- (ii) horizontal pedestrian and trail connections, including public transit connections;
- (iii) future land uses for the Block 11 and McCain properties; and
- (iv) drainage, irrigation, and open space uses.

B. The New Breckenridge Campus will be developed according to the finished grade established by the Town (which the Town shall endeavor to do as soon as possible). The Town will use its best efforts to have the rock and gravel removed from the Property before CMC commences construction of the new campus, but if the rock and gravel is not removed by the time CMC begins site work for the New Breckenridge Campus, CMC will move any excess rock and gravel not needed for its project to a mutually acceptable location in close proximity to the New Breckenridge Campus. The Town will then be responsible for disposing of the excess rock and gravel at its expense.

C. The New Breckenridge Campus will be planned and designed to include mutually agreed facilities that can be shared and used for other public uses, including parking when CMC does not require use of the parking facilities for its own use, and other mutually agreed uses,

MEMORANDUM OF UNDERSTANDING

Page 2 of 8

provided that such other uses do not unreasonably interfere with the use of the Property for its primary purpose as an institution of higher education.

4. Consultation with Town Regarding Architectural and Plan Design. Although CMC has the authority under Section 23-71-122(1)(v)(I), C.R.S., to build the New Breckenridge Campus without formal Town approval, CMC voluntarily grants to the Town a limited scope of review and approval of the overall design plans for the New Breckenridge Campus as set forth below. Notwithstanding its power and authority under such statute, CMC will not build the New Breckenridge Campus without first obtaining Town approval as provided in this Paragraph 4.

Town will review the plans for the New Breckenridge Campus using the following streamlined and expedited process, instead of using the normal development review process specified in the Town's land use regulations, or the process described in Section 23-71-122(1)(v)(I), C.R.S.:

A. Representatives of CMC will first participate in at least one pre-application meeting with representatives of the Town's staff to review and discuss the proposed plans for the New Breckenridge Campus.

B. The Town Council and representatives of CMC will then meet at mutually agreeable times throughout the development of the plans for the New Breckenridge Campus so that they can share ideas and concerns, and jointly attempt to arrive at a set of final overall design plans (as defined in 4.C below) which is acceptable to both of the parties. The parties will use their best efforts to meet each time CMC's design professionals generate new design documents which are suitable for the parties to review.

C. The final overall design plans for the New Breckenridge Campus will then be submitted to the Town's Planning Commission for its review. The plans submitted for review will include the following elements, to the extent they can be determined based on the status of the Town's Master Planning process: site plan including building footprint, parking, ingress and egress, and walkways; building shapes and elevations; building and site components intended for shared public uses under paragraph 3.C above; exterior colors and materials, landscaping, and any architect's renderings or models. The plans submitted for Town review need not include final grading, drainage, utilities or exterior lighting plans, if the Town's Master Plan is not fully developed yet, but the plans submitted for review shall include conceptual proposals for these elements. The plans submitted for review need not include construction drawings, structural plans, mechanical plans, and the like.

D. In connection with its review of the proposed project, the Planning Commission will schedule and hold at least one public hearing on the proposal, notice of which will be published at least once in a newspaper of general circulation in the Town at least 3 days prior to the hearing. Following the conclusion of the public hearing(s), the Planning Commission will submit to the Town Council its recommendations and advice concerning the proposed project. Failure of the Planning Commission to submit its recommendations and advice to the Town Council within thirty (30) days after the submission by CMC of the plans for the New

Breckenridge Campus will be deemed to be a recommendation of approval of the final plans for the project as submitted.

E. Promptly upon its receipt of the Planning Commission's advice and recommendation, the Town Council will review the final plans for the New Breckenridge Campus and determine, in its sole and absolute discretion (and not as a quasi-judicial determination), whether to approve such plans. The Town will not unreasonably withhold or delay its approval of CMC's final plans for the New Breckenridge Campus.

F. Once the overall design plans are approved by the Town Council, CMC shall be authorized to proceed with final design and construction of the New Breckenridge Campus without further Town reviews or approvals, except (i) to verify that construction proceeds in accordance with the approved overall design plans, (ii) to review and approve any requests from CMC to substantially modify the overall design plans, or (iii) as provided in Paragraph 6 below.

G. In the event of any ambiguity or conflict between this MOU and Section 23-71-122(1)(v)(I), C.R.S., which cannot be resolved by reasonable good faith mutual agreement, the statute will control.

H. No fees shall be charged to CMC in connection with the Town's review of the proposed plans for the New Breckenridge Campus.

I. The provisions of this Paragraph 4 shall apply to any proposed substantial addition to or expansion of the New Breckenridge Campus subsequent to Town's initial approval of the New Breckenridge Campus involving changes to any of the following elements of the New Breckenridge Campus: building footprint, parking, ingress and egress, and walkways; building shapes and elevations; building and site components intended for shared public uses under paragraph 3.C above; and exterior colors and materials.

5. Use of New Breckenridge Campus. CMC will use the New Breckenridge Campus for higher education and other purposes related to CMC's mission. CMC will not materially change the use of the New Breckenridge Campus without first consulting with the Town in accordance with paragraph 4 above. For the purposes of this Paragraph 5, a material change in use of the New Breckenridge Campus shall mean either: (i) the granting of the right to use or possess a substantial portion of the New Breckenridge Campus to any tenant, lessee, licensee or other person other than CMC or its students which is not fully terminable on less than 90 days' notice; and (ii) any use of the New Breckenridge Campus which is not in furtherance of CMC's statutory powers and duties. The rights and obligations of the parties under this Paragraph 5 shall survive Closing. Nothing in this Paragraph 5 shall authorize CMC to completely cease using the New Breckenridge Campus as an institution of higher education.

6. Building Codes. Pursuant to Section 23-71-122(1)(v)(I), C.R.S., all buildings or structures which are part of the New Breckenridge Campus will be constructed in conformity with the building and fire codes adopted by the State of Colorado Division of Oil and Public Safety. CMC acknowledges that the Town may periodically observe the construction, and CMC

will use its best efforts to address any building or fire code concern raised by the Town. Any discrepancies will be jointly resolved by appropriate Town and CMC engineering personnel and management.

7. Green Design. CMC will, to the extent it deems feasible in its sole discretion, construct the New Breckenridge Campus to meet the Leadership in Energy and Environmental Design ("LEED") Green Building Rating System standards. CMC will not be required to obtain LEED certification.

8. Water Service For New Breckenridge Campus. Town will provide water service to the New Breckenridge Campus through its municipal water system. Pursuant to Section 12-4-9(A) of the Breckenridge Town Code, Town will waive payment by CMC of all water plant investment fees (the equivalent of tap fees) which would normally be required for the New Breckenridge Campus. However, CMC will pay Town for all periodic water service fees for water used at the New Breckenridge Campus.

9. Contract Terms. It is the intent and desire of the parties to identify the Property which will be conveyed to CMC for the New Breckenridge Campus, and to enter into a binding contract for the conveyance of the campus site, within four (4) months from the date of this MOU. Time is of the essence because, among other things, CMC is in the process of obtaining financing for the construction of the New Breckenridge Campus, and must identify and obtain legal title to the campus site in order to obtain this financing. It is the understanding of the parties that any actual contract between them for sale and conveyance of the Property to CMC by Town will include, at a minimum, the following terms, conditions and provisions:

A. Purchase Price. The purchase price for the Property will be One Dollar (\$1.00), and other good and valuable consideration.

B. Title. The Property will be conveyed by Town to CMC by bargain and sale deed, and the title so conveyed would be marketable, subject only to such title exceptions as are mutually acceptable to the Town and CMC.

C. Title Insurance. CMC will pay for the cost of the owner's title insurance policy.

D. Closing. Closing of the conveyance of the Property to CMC shall be at a time mutually agreeable to both Town and CMC.

E. Reconveyance of Unused Portion of the Property; Town's Right of First Refusal. The deed of conveyance of the Property will provide that:

- (i) CMC will have twenty (20) years from the date of its acquisition of the Property to determine its full plan for the use of the Property. Once such plan is finalized, any portion of the Property that is not actually required by CMC to implement its plan for the Property will be reconveyed to Town at no cost upon Town's request. The parties by mutual agreement

MEMORANDUM OF UNDERSTANDING

Page 5 of 8

may extend the twenty (20) year period described in the preceding sentence; and

- (ii) if all or a substantial part of the Property is ever used for any purpose other than as an institution of higher education operated by CMC, or other compatible use acceptable to the Town, or if CMC shall propose to sell or transfer the Property, the Town shall have a right of first refusal to buy the Property from CMC in exchange for payment to CMC of the then-fair market value of the improvements to the Property as determined by appraisal, and without payment for the value of the land. If the Town does not exercise such right of first refusal within six months after CMC advises the Town of the change of use or of its desire to sell the Property, CMC shall be free to use, transfer or market the Property for other purposes, but upon the sale or transfer of the Property CMC shall pay the Town the then-fair market value of the Property as determined by appraisal, and without payment for the value of the improvements. Further details concerning this right of first refusal provision will be described in the contract.

F. Non-Liability. The Town shall not be responsible for and CMC shall have no remedy against the Town if development of the New Breckenridge Campus is prevented or delayed for reasons beyond the control of the Town. CMC shall not be responsible for and the Town shall have no remedy against CMC if development of the New Breckenridge Campus is prevented or delayed for reasons beyond the control of CMC.

10. Restrictive Covenant. The obligations of parties under Paragraphs 4.H; 5; and 9.E shall be contained in a written restrictive covenant, in form and substance acceptable to the parties, which shall be executed by the parties at Closing and recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

11. Termination. Either party may terminate this MOU without the need for cause and without any liability upon not less than 10 days' written notice to the non-terminating party given in accordance with the provisions of Paragraph 12 of this MOU.

12. Notices. All notices required or permitted under this MOU will be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for the Town, to:

Timothy J. Gagen
Town Manager
Town of Breckenridge
P.O. Box 168
150 Ski Hill Road

MEMORANDUM OF UNDERSTANDING

Page 6 of 8

Breckenridge, Colorado 80424

Telecopier number: (970)547-3108

Telephone number: (970)453-2941

If intended for CMC, to:

Dr. Leah L. Bornstein, Dean
Colorado Mountain College, Summit Campus
P.O. Box 2208
Breckenridge, Colorado 80424

Telecopier number: (970) 453-2209

Telephone number: (970) 453-6757, ext. 2614

Any notice delivered by mail in accordance with this paragraph will be deemed to have been duly given and received on the second business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this paragraph will be deemed to have been duly given and received upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to that intended recipient. Any notice delivered by hand or commercial carrier will be deemed to have been duly given and received upon actual receipt. Either party, by notice given as above, may change the address to which future notices may be sent.

13. Modification. This MOU may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral amendments to this MOU are not permitted.

14. Applicable Law. This MOU will be interpreted in all respects in accordance with the laws of the State of Colorado.

15. Authority to Sign. The persons signing this MOU represent that they have authority to do so. Any binding contract entered into pursuant to this MOU shall be subject to approval by the Board of Trustees of CMC and the Town Council of the Town.

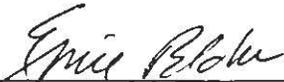
THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU EVER BE CONSTRUED OR INTERPRETED AS CREATING, A BINDING AND LEGALLY ENFORCEABLE CONTRACT BETWEEN THE PARTIES. THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU. THE SOLE REMEDY FOR THE FAILURE OF A PARTY TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU WILL BE TERMINATION OF THIS MOU AS PROVIDED IN PARAGRAPH 11.

MEMORANDUM OF UNDERSTANDING

Page 7 of 8

Executed the date first written above.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: 
Ernie Blake, Mayor

ATTEST:


Mary Jean Loufek, CMC,
Town Clerk

COLORADO MOUNTAIN JUNIOR COLLEGE
DISTRICT

By: 
Dr. Leah L. Bornstein, Dean, Summit Campus

Brk127CMC MOU 2007_5
February 28, 2007—800-74

MEMORANDUM OF UNDERSTANDING
Page 8 of 8



Scheduled Meetings

Shading indicates Council required attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

April 2022

Tuesday, April 12th, 2022	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Wednesday, April 13th, 2022	Colorado Mtn College	SustainableBreck Public Open House	5:30pm - 7:30pm
Tuesday, April 26th, 2022	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

May 2022

Tuesday, May 10th, 2022	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Tuesday, May 24th, 2022	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

Other Meetings

April 5th, 2022	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
April 6th, 2022	Breckenridge Events Committee	9:00am
	Breckenridge Heritage Alliance	Noon
	Childcare Advisory Committee	3:00pm
April 12th, 2022	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
April 14th, 2022	I-70 Coalition	1:00pm
	Upper Blue Sanitation District	5:30pm
April 18th, 2022	Social Equity Advisory Commission	9:00am
April 19th, 2022	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
April 21st, 2022	Transit Advisory Council Meeting	8:00am
April 22nd, 2022	Breckenridge Creative Arts	1:00pm
April 25th, 2022	Open Space & Trails Meeting	5:30pm
April 26th, 2022	Board of County Commissioners Meeting	9:00am / 1:30pm
April 28th, 2022	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
May 3rd, 2022	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
May 4th, 2022	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am



Scheduled Meetings

Shading indicates Council required attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

May 5th, 2022	Breckenridge Creative Arts	2:00pm
May 10th, 2022	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
May 11th, 2022	Breckenridge Heritage Alliance	Noon
May 12th, 2022	Upper Blue Sanitation District	5:30pm
May 16th, 2022	Social Equity Advisory Commission	9:00am
May 17th, 2022	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
May 18th, 2022	Summit Combined Housing Authority	9:00am
May 23rd, 2022	Open Space & Trails Meeting	5:30pm
May 25th, 2022	Transit Advisory Council Meeting	8:10am
May 24th, 2022	Board of County Commissioners Meeting	9:00am / 1:30pm
May 26th, 2022	Summit Stage Transit Board Meeting Breckenridge Tourism Office Board Meeting Northwest CO Council of Governments RW&B Board Meeting	8:15am 8:30am 10:00am 3:00pm
June 16th, 2022	QQ - Quality and Quantity - Water District	1:15pm
June 17th, 2022	Breckenridge Creative Arts	1:00pm
TBD	Water Task Force Meeting Tourism Overlay District Advisory Committee Meeting	10:00am 10:30am