



Town Council Work Session
Tuesday, November 11, 2025, 2:30 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/82918442465> (Telephone: 1-719-359-4580; Webinar ID: 829 1844 2465). If you need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

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- I. CARTER PARK DOG PARK RIBBON CUTTING (2:30-3:15PM)**
- II. MCCAIN OPEN SPACE PLANNING PRESENTATION (3:15-3:45PM)**
MCCAIN OPEN SPACE PLANNING PRESENTATION
- III. PLANNING COMMISSION DECISIONS (3:45-3:50PM)**
PLANNING COMMISSION DECISIONS
- IV. LEGISLATIVE REVIEW (3:50-4:10PM)**
NOISE ORDINANCE AMENDMENT (SECOND READING)
COMCAST HEAD END FACILITY LEASE (SECOND READING)
ORDINANCE TO ADOPT 2026 MILL LEVY (SECOND READING)
ICC CODE AMENDMENTS ORDINANCE (FIRST READING)
- V. MANAGERS REPORT (4:10-4:40PM)**
PUBLIC PROJECTS UPDATE
MOBILITY UPDATE
SUSTAINABILITY UPDATE
HOUSING UPDATE
OPEN SPACE UPDATE
COMMITTEE REPORTS
BRECKENRIDGE EVENTS COMMITTEE
HR UPDATE
- VI. OTHER (4:40-5:20PM)**
GOLF SEASON RECAP
2026 ANNUAL AUDIT PLAN
TOWN COMMISSION APPOINTMENT PROCESS

- VII. EXECUTIVE SESSION FOR NEGOTIATIONS RE: TOWN OF BRECKENRIDGE V. M.W. GOLDEN ET AL (5:20-5:30PM)**
- VIII. EXECUTIVE SESSION FOR PERSONNEL MATTERS - TOWN ATTORNEY ANNUAL REVIEW (5:30-6:00PM)**

Memo

To: Town Council
From: Duke Barlow, Open Space & Trails Manager
Date: 11/4/2025 (for 11/11/2025 work session)
Subject: McCain Open Space Plan Discussion

Town Council Goals (Check all that apply)

- | | |
|--|---|
| ☐ More Boots & Bikes, Less Cars | ☒ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☒ Hometown Feel & Authentic Character |
| ☐ Organizational Need | |

Summary

The consulting team comprised of THK Associates, ERO, and CDR Associates (THK) has created a proposed draft of the Final Concept Plan for the McCain Open Space Design and Management Plan for the open space parcels of the greater McCain property. The consulting team began their work in May 2025, Final Deliverables are due on December 31, 2025, and representatives from THK will be in attendance to present and discuss their draft version of the Final Concept Plan.

Background



When the McCain property was initially acquired by the Town, 30% of the purchase price was paid out of the Open Space fund. This 30% roughly equated to the area on McCain that is west of the Blue River and designated as Open Space Tract 10B in the McCain Master Plan. In 2021, in order to formalize the 15 acres on Tract 8 designated in the master plan as open space, the Council approved

an allocation of \$115,000 from the Open Space fund to repay the Town's General Fund for the 15 acres. Combined, tracts 8 and 10B in the McCain Master Plan are the portions of the McCain Parcel subject to this Open Space Design and Management Plan. The west side of the Blue River, part of Tract 10B, is intended to be

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

preserved as wildlife habitat and the management plan (per Colorado Parks and Wildlife and United States Forest Service recommendations) should prohibit public access to this portion of the open space.

The Town has made several significant investments in restoring the section of the Blue River that runs through Tract 10B. The first river restoration project on the McCain Parcel was designed and constructed in 2016 and landscaped in 2017. In 2019, during peak run-off, the river failed to overtop its banks and connect to the floodplain, resulting in severe cutting and erosion of the entire river segment. After this event, the Town hired Ecological Resource Consultants (ERC) to rebuild the failed segment of the river with a natural and dynamic floodplain system that was constructed in 2022. This current river alignment is designed to overtop its banks during spring runoff every 3-5 years on average, as it did in 2024. Design and management planning need to account for this expected periodic overflow of the Blue River, annual flow through the overflow channel, and the natural migration of the river within the floodplain. ERC is contracted through 2025 for weed mitigation, Army Corps of Engineering monitoring, and minor repairs to the riverbanks.

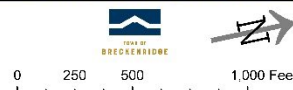
After THK's completion of the McCain Open Space Design and Management Plan, staff intend to begin implementing recommended design concepts in 2026 and open the property to public access in spring 2027. This timeline aligns with ERC's current revegetation efforts on the parcel.

Programming for these tracts envisions a mix of natural surface and artificially hardened trails for non-motorized recreation, designed to withstand seasonal overflow. Planned elements include hiking and biking routes, formalized river engagement points, realignment of the paved recreation path, public gathering places, inclusive all-persons trails, and the prevention of user-created social trails. The overall emphasis is on strengthening



McCain Open Space
Recreation Path Realignment

Recreation Path Changes
 — New Path
 - - Path To Be Removed
 — Existing Recreation Path



connectivity to nearby housing and public lands. THK will attend the Town Council (Council) work session to present the plan for the programming of the 15-acre open space property. The plan shown above provides the location of the proposed improvements and programming on the property.

Of particular importance is the alignment of the section of the recpath between Coyne Valley Road and the

Town's water treatment plant, north of the Fairview Boulevard Roundabout (Fairview Roundabout). A goal in all planning for the McCain property in recent years has been to reduce conflict between recpath users and vehicular traffic. Creating a functional recpath alignment that avoids the Fairview Roundabout and additional road crossings are consistent with this goal. As a result, after vetting numerous potential recpath alignments, staff feel strongly that routing users along a non-motorized paved path on the west sides of the Vista Verde

Neighborhood and McCain Road while avoiding the Fairview Roundabout, as shown in the map above, provides the best option. Staff also strongly believe that the McCain Road, with bike lanes on each shoulder, will be the quickest and most logical north-south route for faster moving users such as road bikers or cycling commuters. As such, potential conflicts between slower and faster moving recpath users will be minimized.

Public outreach/engagement

Public engagement has been a key component of the design process and was divided into three phases. These phases included input from BSEAC, BOEC, BOSAC, Town Council, nearby residents, and other key stakeholders, with each round of feedback guiding an evolving design concept. Details of the second phase of public engagement are outlined in the attached report, and THK will provide an update on feedback received in this current, and final, engagement phase during the meeting.

Financial Implications

The 2025 Open Space and Trails budget includes funding for a planning consultant to support the McCain Parcel project. The five-year Capital Improvement Plan includes \$550,000 for initial implementation costs in 2026. Once Council approves a final McCain Open Space Design and Management Plan, staff will work to implement additional programming recommendations in subsequent years through a phased approach.

Equity Lens

Community outreach was identified as a key component of the design process, with specific emphasis on engaging nearby residents of the property, many of whom may not typically participate in Town or open space planning efforts due to economic or language barriers. Staff hosted 5 in-person community outreach events, including two at the Vista Verde outdoor community space, to solicit public input on the design process. To make the outreach efforts as accessible as possible for typically underrepresented groups, interpreters were present at each event and translated materials were made available for the project [Storymap](#) and its accompanying online surveys. Also, specifically identified as a key stakeholder in the design process, the public outreach effort included a meeting with BSEAC- the feedback from which helped to further guide the design process. Finally, the flat terrain and central location of the McCain Parcel offer a rare opportunity to provide open space access for all ages and abilities, including those with physical disabilities.

Staff Recommendation

Staff recommend Council take this opportunity to share any questions or comments with THK as they finalize their work on the McCain Open Space Design and Management Plan.

Phase 1 Engagement: Community Vision



- June 16: BOSAC presentation
- June 24: Town Council Presentation
- July 1: Community Meetings @ Vista Verde
- Community Vision Survey: 48 responses
- Vision:
 - **AMENITIES:** walking, biking, fishing, nature-viewing
 - **ACCESS:** via the Blue River Bikeway, Vista Verde, safe connection across Highway 9

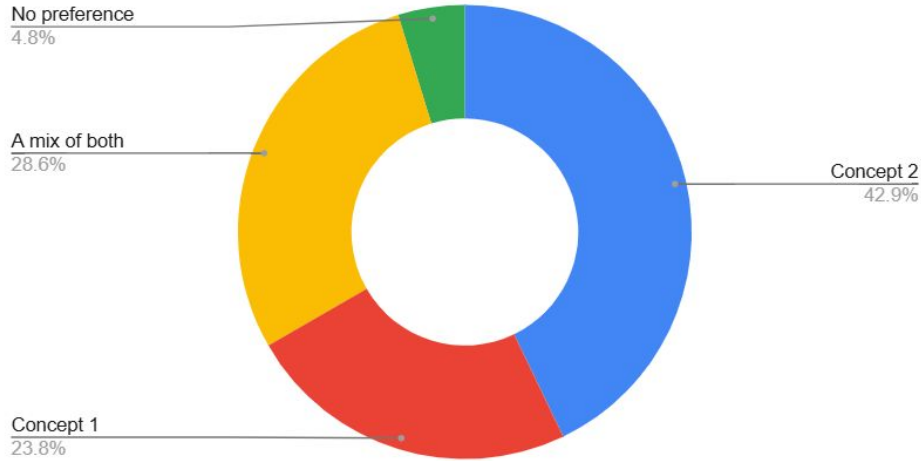
Phase 2 Engagement: Design Concept Feedback



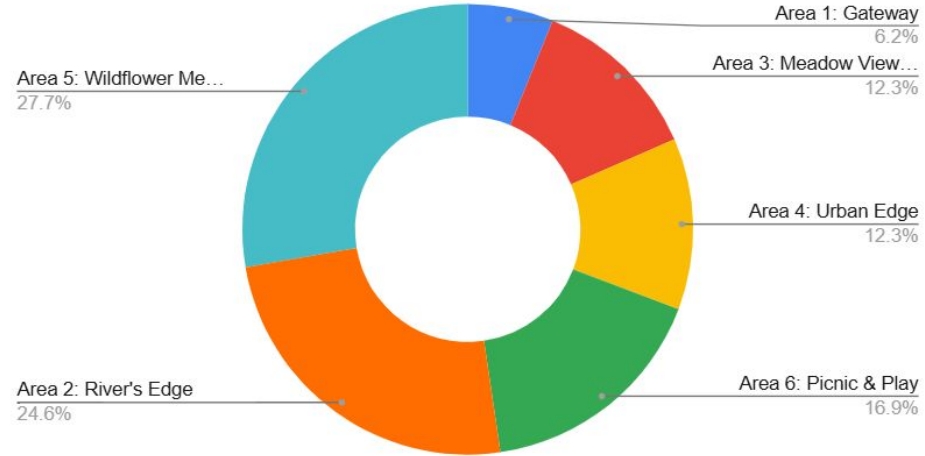
- August 18: BOSAC Presentation
- August 20: Community Meeting @ Rec Center
- September 4: Community Meeting @ Vista Verde
- September 9: Town Council Presentation
- StoryMap: 721 views
- Concept Feedback Survey: 25 responses
- Coordination Meetings (BSEAC, USFS, CPW, Breck Create, Breck History, BOEC, Public Works)

Phase 2 Engagement: Design Concept Feedback

McCain Open Space Community Design Concept Preferences



McCain Open Space Community Feature Area Preferences

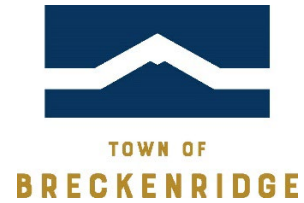


Up Next: Phase 3 Engagement



- October 20: BOSAC Presentation
- October 23: Community Meeting @ Rec Center
- November 4: Planning Commission
- November 11: Town Council Presentation
- StoryMap (Will update with community meeting presentation)
- Question and Comment Form (Ongoing)





Memo

To: Breckenridge Town Council
From: Mark Truckey, Director of Community Development
Date: November 5, 2025
Subject: Planning Commission Decisions of the November 4, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, November 4, 2025:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Climax Jerky Small Vendor Cart Permit Renewal, 100 S. Main Street, PL-2025-0294
A proposal to renew the existing small vendor cart permit for Climax Jerky Inc., a retail business in operation since 2008. The existing vendor cart is 35.69 sq. ft. and is made of fiberglass but wrapped with natural wood and features a canvas awning. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Climax Jerky Wagon
Small Vendor Cart
Renewal, 100 S Main
Street



Breckenridge South



PLANNING COMMISSION MEETING

The regular meeting was called to order at 5:30 pm by Chair Guerra.

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Matt Smith
Ethan Guerra	Elaine Gort	Susan Propper	remote

APPROVAL OF MINUTES

With no changes, the October 21, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the November 4, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

CONSENT CALENDAR:

1. Climax Jerky Small Vendor Cart Permit Renewal (CC), 100 S Main Street, PL-2025-0294

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

WORK SESSIONS:

1. McCain Open Space Plan

Mr. Barlow, Open Space and Trails Manager, with Sam Spicer and Craig Karn from THK Associates and Laura Hickey from CDR Associates, presented an overview of the recent work by THK Associates on the concept plan for the open space parcels of the greater McCain property.

Commissioner Questions / Comments:

Ms. Gort: Will any of this be wheelchair accessible beyond the paved trail?

Mr. Spicer: There will be grading work to make all of the trails accessible. While the material can have some impacts on accessibility, when done correctly soft surface trails can also be accessible. The nature of the site lends itself to being accessible. With the nature of the site being flat and open, there are beautiful views throughout. We do have an accessible parking area planned that gives people a direct connection to the open space, as opposed to those parking in the skier parking where they will have to walk a bit further. This is based on feedback from the Breckenridge Outdoor Education Center (BOEC). There will be two spots in that area for ADA needs, but the area could also be used as a drop-off area. We tried to keep the area to a minimum to serve ADA needs but also not crowd the road edge.

Ms. Gort: Will there be a path connecting the skier parking to trail number 11? (Mr. Karn: We've talked about if the skier parking becomes more permanent looking at a better location for ADA parking and potential trail connections. Right now this is how we hope to accommodate it.) (Mr. Spicer: One of the things we've seen is creating access between the snow storage lot and the skier parking lot at the notch between the two berms. Access is definitely something we want to look at.)

Ms. Gort: There is an informal trail currently running very close to the river, why is the proposed trail further away from the river rather than sticking to the existing trail? (Mr. Spicer: We want to try to protect the river restoration and investment. Additionally, the river is constantly changing with sediment being deposited in some areas and eroding away in other areas so moving the trail further away protects those environmentally sensitive

areas. The trails also scale down in width getting closer to the river.) And will those still be wheelchair accessible? (Mr. Karn: Yes. We're trying to give people a destination rather than have them wander the banks indiscriminately. Our concepts are to create a natural fence and utilize the abundant cobblestone on the site. Without building actual fences, we'll do landscape and planting treatments to make it difficult for people to walk where we don't want them to. Especially with fish tending to congregate under those cut banks. The fish resource is already doing well out there and people are anxious to get out there and fish.)

Mr. Smith: If the rec path were to move then trail number 10 would be become the rec path? (Mr. Karn: Correct. Or it may stay in place and provide a safer alternative for non-cyclist users.)

Mr. Frechter: The number 14 is indicating a path that will continue behind Vista Verde? (Mr. Barlow: That path already exists and runs behind Vista Verde.) Would the meadow, indicated by number 8, be cut short so that you could walk on it? (Mr. Spicer: Not necessarily, there are seed types that we can plant that don't grow as tall.) And we wouldn't want people walking on the wildflower meadow. (Mr. Spicer: Correct, the Botanic Gardens does a great job of this as an example with several trails winding through the meadow.) (Mr. Karn: That combined with some signage will encourage people to stay on the trails.) In the current Rec Path alignment there's a lot of mature trees in the area providing screening from the surrounding uses. With the Rec Path going along the road you'll see the skier lot and other uses in the area that have a lot less screening, is there any thought to adding landscaping and screening in that area? (Mr. Karn: That's definitely something we'll work on but it's working with Public Works to determine what we can do and it's something we've talked about with future opportunities. We don't want to build a large berm that corrupts the views but we are trying to find a careful balance.) (Mr. Spicer: We are trying to improve some of that with the berms we currently have proposed with some supplementary planting, that will allow screening but will not be blocking the views.)

Mr. Leas: This was previously industrial space, and before that mining, but before that there was forest. Is there any thought to reforesting the site and what do you see in terms of vegetation there in 20 to 30 years from now? (Mr. Karn: That could be something that would be beneficial for the fish population along the river with the additional space. I think it could be good while still keeping some areas such as number 8 open to preserve some of those panoramic views. With the river reconstruction they created a barrier under it to keep the water from just running underground, so we've focused our plantings in that area where there is already additional moisture.) Other communities have reforestation in their planning and building process. There's an opportunity here to potentially have someone who's coming in to build a home in town to spend money to provide offsite trees to reforest this site as a condition of approval. (Mr. Karn: I've come from Arvada, and Denver and the Front Range have extensive tree mitigation requirements with their urban heat island effect issues. Arvada allows offsite mitigation which allows greater flexibility rather than squeezing all the trees in on one site.) From a financial standpoint it allows the town to mitigate money taxpayers would be putting in to do the work and instead put the burden on people coming in and building new homes. (Mr. Spicer: Having that continuous addition of new trees would also help fill in any dieback and help with the success rate of the reforestation.) There could be donation campaigns that the Town runs to promote tree planting. (Mr. Truckey: An additional thing to keep in mind is the tree placement is based on existing moisture levels and utilizing areas that at times receive overflow from the river, because we are not planning on having irrigation on the site.) (Mr. Karn: There's also systems for collecting rainwater and directing it to plantings.)

- Mr. Guerra: Would bikes be restricted to only the 8' soft surface trail? (Mr. Barlow: Bikes would be allowed on the internal soft surface trails, they would be restricted on the spurs.)
- Ms. Gort: Kids really like doing loops but the only loop shown on the site is a pretty large loop, have you thought about doing smaller loops on the skier parking site or the snow storage site? Additionally, the Vista Verde entrance is a pretty tight corner. (Mr. Spicer: The turn by Vista Verde is not as sharp as the turn on McCain Road which is a tighter turn with a bigger and faster vehicle. This is also a conceptual plan so the trails can adjust some.) (Mr. Karn: A general industry standard for a paved trail is not to have less than a 200-foot radius. Some of the trails behind Vista Verde are a little bit straight so this turn will help slow people down and integrate the more curved trails on the open space site.) And there are not concerns with the corner of the Vista Verde building blocking sight lines? (Mr. Spicer: Not 150' off the building. The use of the snow storage site also prevents any other programming on the site. The best opportunity for creating smaller loops may be something in the future between the snow storage and skier parking. There are some smaller loops further into the site that can be done, but with the limit of space we did try to provide many opportunities to double back on yourself.) I'm just not seeing a loop for really young kids. (Mr. Kulick: The primary goal of this site has been to keep the natural feel on the site and provide additional opportunities not found elsewhere. We've taken the snow storage space down to the minimum. It's a unique site but it's also a site of 15 acres in a valley with 100,000 acres of open space and 4,000 acres of urban development. This site is a nice, new complementary role in the existing open space and the final design will be feathered in, not so much as the distinct edges shown on the plan.)
- Mr. Leas: Are the two areas to the east of McCain Road privately owned? (Mr. Truckey: The Town owns that area, some of it is leased space and some is for additional snow storage.)
- Mr. Kulick: With the restoration that has already been done the site looks really good already and with THK's work they're adding to that.
- Mr. Smith: Is there a drainage plan for the snow storage site? (Mr. Karn: They've constructed a detention pond and a swale, and they plan on most of it infiltrating but some can run out to the river which is part of the reason behind the site alignment.)
- Mr. Giller: I'm working on Sol Center to the north of this site. We were surprised in the spring how little site percolation there was and the site is very silted out. We had standing water onsite for several weeks. (Mr. Karn: That's a good thing to know.)
- Ms. Gort: The area indicated by number 8 currently has a lot of cobblestone, will that be removed? To make it easier for kids to run? (Mr. Karn: That's something that we will work on as we get into Phase 1 of the implementation plans but that might be nice to have a less bumpy area.) (Mr. Spicer: The rock on the site could also be reused elsewhere.)

OTHER MATTERS:

1. Town Council Summary
2. Chair & Vice Chair Appointments

Mr. Frechter made a motion to appoint Ms. Propper as the next Chair, seconded by Ms. Gort. Mr. Guerra made a motion to appoint Ms. Gort as the next Vice Chair, seconded by Ms. Propper. The motions both passed unanimously.

ADJOURNMENT:

The meeting was adjourned at 6:53 pm.

Ethan Guerra, Chair



Memo

To: Town Council
From: Keely Ambrose, Town Attorney
Date: 11/3/2025 (for 11/11/2025)
Subject: Noise Ordinance Amendment (Second Reading)

Town Council Goals (Check all that apply)

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

Staff requests that Town Council hold a public hearing and, taking into account any testimony received, approve on second reading an amendment to the Town's noise ordinance.

Background

There have been two changes to state law necessitating amendment of the noise ordinance. One was a legislative change that altered the times and maximum decibel levels applicable to all jurisdictions across the state. The other change was a recent Colorado Supreme Court decision that interpreted a section of state statute to narrow the universe of applicants that can receive a variance to exceed the maximum decibel levels for a special event or series of events. The court's decision limited the group of applicants to whom the Town can grant a variance to government and non-profit entities, or lessees, licensees, or permittees of government or non-profit entities who are using land owned or controlled by a government or non-profit entity.

The Town has not issued many variances under the Code in recent years and almost all of those have been issued to applicants who would meet the newly clarified criteria. CML has indicated that it will be seeking to clarify the law around exceptions during the 2026 legislation session.

Public outreach/engagement

None; the amendment is driven by the changes in state law regarding noise regulations.

Financial Implications

None.

Equity Lens

This will impact some members of the general public who will no longer be able to seek a variance to the Town's noise regulations, as the Town can only issue such variances to the aforementioned categories of applicants. In the event CML is successful in its legislative efforts and the Town's ability to permit exceptions to the maximum noise levels for private landowners is restored, the Town will revisit this portion of the noise ordinance.

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Staff Recommendation

Staff recommends that Town Council hold a public hearing on the proposed amendment to the noise ordinance and, after consideration of any testimony received, approve the amendment on second reading.

COUNCIL BILL NO. 18

Series 2025

**AN ORDINANCE AMENDING SECTIONS 5-8-5 AND 5-8-12 OF THE
BRECKENRIDGE TOWN CODE CONCERNING NOISE**

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

Section 1. Section 5-8-5 of the Breckenridge Town Code is hereby amended by deleting the language stricken and adding the language underlined to read as follows:

5-8-5: MAXIMUM PERMISSIBLE NOISE LEVELS; GENERALLY:

It shall be unlawful for any person to operate or permit to be operated any noise source which creates a sound which exceeds the limits set forth below. The sound shall be measured in accordance with the requirements of section 5-8-4 of this chapter. When a noise source can be identified and its noise measured in more than one of the town noise zones, the limits of the most restrictive town noise zone shall apply at the boundaries between the different town noise zones.

MAXIMUM PERMISSIBLE NOISE LEVELS; GENERALLY

Town Noise Zone	7:01 <u>7:00</u> A.M. To Next 10:59 <u>7:00</u> P.M. (In Decibels)	11 <u>7:00</u> P.M. To Next 7:00 <u>7:00</u> A.M. (In Decibels)
Commercial noise zone	70 <u>60</u>	65 <u>55</u>
Residential noise zone	55	50

Section 2. Section 5-8-12(A) of the Breckenridge Town Code is hereby amended by deleting the language stricken and adding the language underlined to read as follows:

5-8-12: PERMIT TO EXCEED LIMITS; APPEAL:

A. ~~Any person~~ Government entities, non-profit organizations, and lessees, licensees or permittees of property owned or controlled by government entities or non-profit organizations desiring to obtain a permit to exceed the noise levels designated in this chapter may make an application to the town manager. The town manager shall have the authority to grant a permit to exceed the maximum permissible noise levels

1 designated in this chapter in accordance with the provisions of this section. In
2 determining whether to grant a permit under this section, the town manager shall give
3 consideration to: 1) the time of day that the noise is proposed to be created, 2) the
4 duration of the proposed noise, 3) the loudness of the proposed noise relative to the
5 required limits, 4) whether the proposed noise is temporary or continuous in nature,
6 5) the extensiveness of the proposed noise, and 6) the technical and economic
7 feasibility of bringing such proposed noise source into conformance with the
8 provisions of this chapter. The town manager may prescribe any reasonable
9 conditions or requirements on the permit which the town manager deems necessary to
10 minimize the adverse effects upon the community or the surrounding neighborhood,
11 including but limited to, specific decibel limitations, limitations on time(s) and
12 location of the noise source, and equipment limitations or requirements. Any permit
13 granted by the town manager under this section shall be effective only for the location
14 and times designated within the permit, and shall be further subject to such conditions
15 as may be set forth in such permit. There shall be no charge for an application
16 submitted to the town manager under this section.
17

18 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
19 various secondary codes adopted by reference therein, shall continue in full force and effect.
20

21 Section 4. The Town Council hereby finds, determines and declares that this ordinance is
22 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
23 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
24 thereof.
25

26 Section 5. This ordinance shall be published and become effective as provided by Section
27 5.9 of the Breckenridge Town Charter.
28

29 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
30 PUBLISHED IN FULL this 28th day of October, 2025. A Public Hearing shall be held at the
31 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 11th day of
32 November, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
33 Town.
34

35 TOWN OF BRECKENRIDGE, a Colorado
36 municipal corporation
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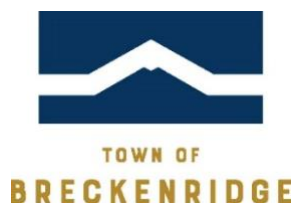
40 By: _____
41 Kelly Owens, Mayor
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1 ATTEST:

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6 _____
7 Mae Watson
8 Town Clerk
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11 APPROVED:

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14 _____
15 Town Attorney
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Memo

To: Town Council
From: Chris Luberto – Director of Information Technology
Date: 11/04/2025 (for 11/11/2025)
Subject: Comcast Head End Facility Lease (Second Reading)

Town Council Goals (Check all that apply)

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

Town Council is requested to review and approve a 10-year lease renewal with Comcast Cable Communications Management. Comcast currently leases an approximately 872 square foot structure located at 524 Wellington Road from the Town of Breckenridge. The site houses Comcast's head end facility, which serves as the primary cable and internet signal distribution hub for the Breckenridge area. There have been no changes since first reading.

Background

The original lease between the Town and Comcast was executed on May 12, 2015, and has now reached the end of its 10-year term. There was a delay in the renewal because the lease renewal was dependent on the renewal of the Comcast Franchise Agreement that was approved by Council on second reading on July 8, 2025. The new head end facility lease establishes a new 10-year term beginning August 1, 2025, and ending July 31, 2035, with updated rent and administrative provisions. The renewed lease maintains the same site footprint and operational purpose, ensuring uninterrupted broadband and cable service to the community.

Public outreach/engagement

There was no public outreach besides the standard Town Council two-hearing approval process. This renewal extends an existing and long-standing lease.

Financial Implications

Under the original 2015 lease, Comcast paid a monthly rent of \$2,500, with annual adjustments of 3%. The 2025 rent per the original lease was \$3,359. The new lease establishes a base monthly rent of \$5,700 beginning August 1, 2025, with annual 5% increases each year through July 31, 2035. This escalation clause represents a significant and appropriate market adjustment to reflect current commercial lease rates for utility and telecommunications infrastructure. The lease ensures continued, stable revenue to the Town over the next decade while supporting Comcast's critical broadband operations. There is no impact on the current fiscal year budget, and future rent escalations will contribute positively to the Town's property management revenue projections.

Equity Lens

Comcast's continued partnership with the Town supports digital equity and community connectivity, ensuring residents, schools, and businesses maintain access to essential broadband and television services. Comcast also continues its

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Internet Essentials and Affordable Connectivity Programs, which align with Town goals around inclusion and equitable access to technology.

Staff Recommendation

Staff recommends approval of the new Comcast Cable Communications Lease Agreement for the continued operation of the head end facility. This renewal secures reliable broadband infrastructure for the Town while maintaining consistent lease revenue and compliance with current policy standards.

COUNCIL BILL NO. 19

Series 2025

**AN ORDINANCE APPROVING A LEASE WITH COMCAST CABLE
COMMUNICATIONS MANAGEMENT, LLC FOR A CABLE AND BROADBAND
COMMUNICATIONS SIGNAL PROCESSING AND TRANSMISSION FACILITY**

WHEREAS, the Town owns a parcel of real property located in Breckenridge, Colorado, known as the Stillson Patch Placer ("Property"); and

WHEREAS, the Town has previously leased a portion of the Property ("Leased Premises") to Comcast Cable Communications Management, LLC ("Comcast") for use as a cable and broadband communications signal processing and transmission facility ("Permitted Uses"); and

WHEREAS, the Town and Comcast desire to enter into a new ten (10) year lease of the Leased Premises for the Permitted Uses; and

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that leases of Town real property longer than one year must be approved and authorized by ordinance.

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

Section 1. Town Council hereby approves the lease between the Town of Breckenridge and Comcast, a copy of which is attached hereto as **Exhibit A**.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this 28th day of October 2025. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 11th day of November 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

Mae Watson
Town Clerk

APPROVED:

Town Attorney

LEASE

THIS LEASE ("**Lease**") is made and entered into this ____ day of _____, 2025, between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Landlord**") and COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company ("**Tenant**").

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following real property located in the Town of Breckenridge, County of Summit and State of Colorado:

A parcel of land located in a portion of the Blue River Placer M.S. 816, Section 31, Township 6 South, Range 77 West of the 6th Principal Meridian, Summit County, Colorado and being more particularly described as follows:

Commencing at Corner 12 of the Blue River Placer as shown on the Annexation Plat of a portion of the Blue River Placer M.S. 816, Reception No. 221385, a ½ inch rebar with a plastic cap stamped PLS 9939, thence N 75° 25'02" W along the line between said Corner 12 and the Southeast Corner of said Annexation Plat a distance of 207.97 feet to a ½ inch rebar with a broken cap stamped PLS 9939, thence N 18°47'59" W a distance of 346.99 feet to the point of beginning of this description.

Thence N 58°55'26" W a distance of 26.50 feet to a point; Thence N 31°04'34" E a distance of 34.50 feet to a point; Thence S 58°55'26" E a distance of 26.50 feet to a point; Thence S 31°04'34" W a distance of 34.50 feet to the point of beginning.

Containing 0.02 acres, more or less

(the "**Leased Premises**", which are depicted on the attached **Exhibit "A"**, which is incorporated herein by reference)

upon the following terms and conditions:

1. Term.

A. The initial term of this Lease (the "Initial Term") shall be for ten (10) years and shall commence as of 12:01 A.M., local time, on August 1, 2025 (the "Commencement Date").

B. Should Tenant remain in possession of the Leased Premises with the consent of Landlord after the natural expiration of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof, but shall be terminable on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

2. Rent. The monthly rent to be paid by the Tenant for this Lease during the first year of the term shall be Five Thousand Seven Hundred Dollars (\$5,700.00) payable without demand on the first day of each month. The monthly rent shall be increased to reflect the annual

HEAD END FACILITY LEASE

cost-of-living adjustment as provided in Paragraph 3. A late charge of five percent (5%) shall be paid on any installment of rent not received by Landlord within five (5) days of the due date. If this Lease commences on any date other than the first day of a month, the rent for the first and last months shall be prorated. The rental for the first month of the term shall be paid within ten (10) business days after the mutual execution and delivery of this Lease.

3. Annual Rent Adjustment. On each anniversary date of the Commencement Date of this Lease during the Initial Term, commencing with the first anniversary date in 2026, the monthly rent for the Leased Premises shall be increased by an amount equal to five percent (5%) of the monthly rent paid in the immediately preceding year.

Term	Monthly	Annual
8/1/2025 – 7/31/2026	\$5,700.00	\$68,400.00
8/1/2026 – 7/31/2027	\$5,985.00	\$71,820.00
8/1/2027 – 7/31/2028	\$6,284.25	\$75,411.00
8/1/2028 – 7/31/2029	\$6,598.46	\$79,181.55
8/1/2029 – 7/31/2030	\$6,928.39	\$83,140.63
8/1/2030 – 7/31/2031	\$7,274.80	\$87,297.66
8/1/2031 – 7/31/2032	\$7,638.55	\$91,662.54
8/1/2032 – 7/31/2033	\$8,020.47	\$96,245.67
8/1/2033 – 7/31/2034	\$8,421.50	\$101,057.95
8/1/2034 – 7/31/2035	\$8,842.57	\$106,110.85

4. Use of Leased Premises. The Leased Premises may be used by the Tenant only to provide a location for constructing, maintaining, and operating a cable and broadband communications signal processing and transmission facility together with uses incidental thereto, in accordance with applicable laws. No other use of the Leased Premises shall be made by Tenant without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Tenant shall comply with all the reasonable rules and regulations which the Landlord may make for the protection of the Leased Premises (provided that in the event of any conflict or inconsistency between such rules and regulations and this Lease, the terms of this Lease shall govern) and with all the laws, ordinances, regulations, rules, and orders of appropriate governmental authorities either now in force or hereafter enacted pertaining to police, fire, sanitation, occupancy, and preservation of the Leased Premises during the term of this Lease. Tenant shall not, during the term hereof, maintain, commit, or permit the maintenance or commission of any hazard or nuisance on the Premises.

5. Inspection of Leased Premises. Tenant acknowledges that it is aware of the geological and topographical condition of the Leased Premises based upon its occupancy and use of the Leased Premises pursuant to a prior lease. Tenant accepts the Leased Premises in "AS IS" condition without recourse to Landlord for any dangerous conditions, known or unknown.

6. Right to Enter. Tenant shall permit Landlord, its agents, employees and contractors, to have access to and to enter the Leased Premises at all reasonable and necessary times to inspect

1 the Leased Premises for any purpose connected with the repair, improvement, care and
2 management of the Leased Premises, or for any other purpose reasonably connected with
3 Landlord's interest in the Leased Premises, and to perform any such work or other act found
4 necessary on such inspection; provided that such inspection shall not unreasonably interfere with
5 Tenant's use of the Leased Premise and Landlord shall indemnify and hold Tenant harmless from
6 any damage or personal injury resulting from Landlord's inspection of the Leased Premise.

7 7. Surrender of Leased Premises; Removal of Tenant's Property. At the end of the
8 term of this Lease (whether by the natural expiration of the term of this Lease or the earlier
9 termination of this Lease as herein provided) Tenant shall surrender the Leased Premises to the
10 Landlord in as good a condition as existed at the time of the commencement of this Lease, normal
11 wear and tear excepted. At the end of the term of this Lease Tenant shall remove its property from
12 the Leased Premises. Any property of Tenant's not removed from the Leased Premises by Tenant
13 at the expiration of this Lease shall be considered abandoned and Landlord shall have the right
14 (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the same at the
15 expense of the Tenant and shall not be accountable to the Tenant for any part of the proceeds of
16 such sale, if any.

17 8. Parking. Use of any parking area provided by the Landlord for the Leased Premises
18 shall be governed by such rules and regulations as may be made from time to time by Landlord.
19 The use of any such parking area by Tenant shall be at Tenant's risk and with the understanding
20 and agreement that Landlord shall not be liable for personal injury therein or loss of or damage to
21 property thereon. No overnight parking of Tenant's vehicles shall be permitted.

22 9. Alterations and Improvements. Tenant shall make no structural alterations to the
23 Leased Premises or construct any building or make other exterior or structural improvements to
24 the Leased Premises without the prior written consent of Landlord, which consent shall not be
25 unreasonably withheld, conditioned, or delayed. Tenant may make non-structural alterations or
26 improvements to the Leased Premises without the Landlord's consent. Landlord hereby approves
27 all alterations and improvements constructed on the Leased Premises by Tenant or Tenant's
28 predecessors prior to the Commencement Date. All alterations, changes and improvements built,
29 constructed or placed on the Leased Premises by Tenant, with the exception of fixtures removable
30 without damage to the Leased Premises, and Tenant's moveable personal property shall, unless
31 otherwise provided by written agreement between Landlord and Tenant, become the property of
32 the Landlord and remain on the Leased Premises at the expiration or sooner termination of this
33 Lease.

34 10. Maintenance and Snow Plowing. During the term of this Lease, Tenant, at Tenant's
35 sole expense, shall keep the Leased Premises in a neat and clean condition and provide all required
36 maintenance, snow plowing and snow removal necessary to allow the Leased Premises to be used
37 by Tenant for the uses described in Paragraph 7.

38 11. Utilities. Tenant shall initiate, contract for, and pay the cost of obtaining, in its sole
39 name, all utility services required by Tenant on the Leased Premises, and Tenant shall pay all
40 charges for such services as they become due. Without limiting the generality of the foregoing,
41 Tenant shall continue to have a separate electric meter installed and maintained at the Leased
42 Premises.

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12. Trash Removal. Tenant shall pay the cost of any trash removal required in connection with its use of the Leased Premises.

13. Hazardous Materials. Tenant shall not store or permit the storage on the Leased Premises of any type of hazardous or similar material which is regulated by federal, state or local regulation, except strictly in accordance with all applicable laws and regulations.

14. Damage to Premises. If the Leased Premises should be damaged, regardless of cause, to the extent that Tenant cannot operate, Tenant shall have the right to either rebuild or repair the Leased Premises at its cost and continue this Lease or terminate this Lease by giving Landlord written notice.

15. Insurance.

A. Tenant shall procure and maintain general liability insurance with minimum combined single limits of not less than One Million One Hundred and Ninety Five Thousand Dollars (\$1,195,000) or an amount equal to the statutory damages cap under the Colorado Governmental Immunity Act, as amended from time to time by the Colorado Secretary of State. Such coverage shall be procured and maintained with insurers reasonably acceptable to the Landlord and rated A - VII by AM Best. Such coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Tenant pursuant to this Lease. In the case of any claims-made policy, the necessary retroactive damages and extended reporting periods shall be procured to maintain such continuous coverages.

B. The policy required by Paragraph (A), above, shall be endorsed to include the Landlord as an additional insured, which may be achieved through a blanket additional insured endorsement. Such policy shall be primary insurance, and any insurance carried by Landlord, its officers, or its employees, or carried by or provided through any insurance pool of which Landlord is a member, shall be excess and not contributory insurance to that provided by Tenant, but only with respect to losses for which Tenant is responsible hereunder. Tenant shall be solely responsible for any deductible losses under the policy required above.

C. A certificate of insurance shall be completed by Tenant's insurance agent and provided to the Landlord as evidence that a policy providing the required coverage, conditions, and minimum limits is in full force and effect and shall be reviewed and approved by Landlord prior to commencement of the term of this Lease. The certificate shall identify this Lease and shall provide that the coverage afforded under the policy shall not be cancelled until at least thirty (30) days' prior written notice has been given to Landlord. The completed certificate of insurance shall be sent to:

Town Clerk
Town of Breckenridge
150 Ski Hill Road
P.O. Box 168
Breckenridge, CO 80424

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1
2 D. Notwithstanding any other portion of this Lease, failure on the part of
3 Tenant to procure or maintain policies providing the required coverage, conditions, and
4 minimum limits, or to provide the required additional insured policy endorsement, shall
5 constitute a material breach of this Lease for which Landlord may immediately terminate this
6 Lease.

7 16. Indemnification. Tenant agrees to indemnify and hold harmless Landlord, its
8 officers, and employees from and against all liability, claims, and demands, on account of injury,
9 loss, or damage, including without limitation claims arising from bodily injury, personal injury,
10 sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which
11 occur on the Leased Premises and which arise out of or are in any manner connected with Tenant's
12 occupancy or use of the Leased Premises pursuant to this Lease. Tenant agrees to investigate,
13 handle, respond to, and to provide defense for and defend against any such liability, claim, or
14 demand at the sole expense of Tenant. Tenant also agrees to bear all other costs and expenses
15 related thereto, including court costs and reasonable attorney's fees. Tenant's indemnification
16 obligation shall not extend to any damages arising out of the gross negligence or intentional acts
17 of Landlord, its employees or agents. As to any indemnification required hereunder, Tenant shall
18 have the right to choose qualified counsel to defend Landlord, and Tenant shall have full settlement
19 authority.

20 17. Liens. Tenant shall not permit the creation of any type of lien upon the Leased
21 Premises, including, but not limited to a mechanic's or materialmen's lien. The indemnification
22 provisions of Paragraph 19 of this Lease shall apply to any such lien. If, because of any act or
23 omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or
24 other lien, charge or order for the payment of money shall be filed against the Leased Premises,
25 Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded
26 within ninety (90) days from the filing of such lien.

27 18. Taxes.

28 A. Taxes Defined. As used in this Lease, the term "taxes" shall mean all
29 personal property and real property taxes that may be levied, assessed or imposed arising out of
30 Tenant's occupancy and use of the Leased Premises pursuant to this Lease.

31 B. Possessory Interests. Pursuant to Section 39-3-105, C.R.S., all real or
32 personal property owned by Landlord is exempt from taxation. However, the parties acknowledge
33 that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to
34 be a taxable possessory interest.

35 C. Tenant To Pay Taxes. Any taxes lawfully assessed arising from Tenant's
36 occupancy and use of the Leased Premises pursuant to this Lease shall be paid by Tenant, and
37 Tenant shall indemnify and hold Landlord harmless from any such taxes. Any taxes due arising
38 from Tenant's occupancy and use of the Leased Premises pursuant to this Lease shall be paid by
39 Tenant in a timely manner. Prior to the last day for payment of such taxes without penalty or
40 interest, Tenant shall provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s)
41 showing payment of the taxes. Tenant may pay any taxes in installments if permitted by law.

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1 D. Tenant's Right to Contest Taxes. In the event Tenant is liable for the
2 payment of any taxes arising from Tenant's occupancy and use of the Leased Premises pursuant
3 to this Lease, Tenant shall have the right, at Tenant's sole expense, to contest any such taxes by
4 the commencement and prosecution, in good faith and with due diligence, of appropriate legal
5 proceedings; provided that Tenant makes timely payment of such taxes if Tenant loses the contest.
6 Tenant shall advise Landlord prior to instituting any such contest and shall as a condition of
7 exercising such right provide Landlord such reasonable assurance as it may request that such
8 contest shall be in compliance with the provisions of this Paragraph. Landlord, at Tenant's sole
9 cost and expense, shall reasonably cooperate with Tenant in any such contest, may join in the
10 contest, and shall execute and deliver such documents and instruments as may be necessary or
11 appropriate for prosecuting an effective contest.

12 19. Right to Relocate Tenant's Head End Facility. Landlord shall have the right, at its
13 sole cost and expense, to relocate Tenant's head end facility from the Leased Premises to another
14 site similar in size, location and suitability for Tenant's technical requirements (i.e., location,
15 altitude, etc.) which is reasonably acceptable to Tenant. Landlord shall give Tenant not less than
16 one hundred eighty (180) days' notice prior to such relocation. Such relocation shall be done in
17 such a manner as to minimize any disruption in Tenant's business operations. If Tenant finds the
18 proposed relocated site reasonably unacceptable, Tenant shall not be relocated. Landlord shall
19 waive any development fees required as a result of such relocation. In the event of such relocation,
20 an Amendment to this Lease shall be executed by Landlord and Tenant describing the replacement
21 property for this Lease.

22 20. Landlord hereby grants to Tenant during the term of this Lease, the right to install,
23 access and maintain an emergency generator and related above-ground fuel storage tank
24 (collectively, the "Generator Equipment") in order to provide a source of emergency power for
25 Tenant's operations at the Premises. Tenant shall be responsible for compliance with all laws
26 applicable to the installation, maintenance, use and removal of the Generator Equipment. Tenant
27 will immediately report to Landlord any spill or release of fuel or hazardous substances and any
28 citations or notices of violation and will provide Landlord with copies thereof. Such notification
29 will not relieve Tenant from its obligations to notify governmental agencies. Any cleanup or
30 remediation of any spill or release with respect to the Generator Equipment required by any
31 governmental agency will be completed by Tenant in accordance with all applicable laws.
32 Landlord may make periodic inspections to ensure regulatory compliance and the proper
33 operation, maintenance and repair of the Generator Equipment. Tenant shall give to Landlord
34 notice of any notices which Tenant receives from third parties that any of the Generator Equipment
35 is or may be in violation of any law. Tenant shall pay all taxes of any kind or nature whatsoever
36 levied upon the Generator Equipment and all licensing fees, franchise taxes and other charges,
37 expenses and other costs of any nature whatsoever relating to the construction, ownership,
38 maintenance and operation of the Generator Equipment. Within ten (10) days after expiration or
39 termination of this Lease, Tenant, at Tenant's sole cost and expense, shall remove any Generator
40 Equipment installed hereunder.

41 21. Tenant Default. Tenant shall be in default under this Lease if Tenant fails to comply
42 with any of the terms, provisions or covenants of this Lease within ten (10) days following service
43 of a demand for compliance notice by Landlord in accordance with Colorado law; provided,
44 however, as to any non-monetary default not capable of being cured within ten (10) days following

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1 service of a demand for compliance notice, Tenant shall not be in default if it commences
2 correcting the non-monetary default within ten (10) days of service of the demand for compliance
3 notice and thereafter corrects the default with due diligence.

4 22. Landlord's Remedies upon Default. If the Tenant is in default under this Lease,
5 Landlord shall have all of the remedies provided for in such circumstances by Colorado law,
6 including without limitation, the right to terminate this Lease by written notice to Tenant, in which
7 event Tenant shall immediately surrender the Leased Premises to Landlord and, if Tenant fails to
8 do so, Landlord may, without prejudice to any other remedy which it may have for possession or
9 arrearages in rent, enter upon and take possession of the Leased Premises and expel or evict Tenant
10 and any other person who may be occupying the Leased Premises or any part thereof, by force if
11 necessary, without being liable for any claim for damages therefore.

12 23. Landlord's Default. Landlord shall be in default under this Lease if Landlord fails
13 to comply with any of the terms, provisions or covenants of this Lease within ten (10) days
14 following service of a notice by Tenant; provided, however, as to any non-monetary default not
15 capable of being cured within ten (10) days following service of the notice, Landlord shall not be
16 in default if it commences correcting the non-monetary default within ten (10) days of service of
17 the notice and thereafter corrects the default with due diligence.

18 24. Tenant's Remedies upon Default. If the Landlord is in default under this Lease,
19 Tenant shall have all of the remedies provided for in such circumstances by Colorado law.

20 25. No Waiver of Governmental Immunity. The parties hereto understand and agree
21 that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease,
22 the monetary limitations or any other rights, immunities, and protections provided by the Act, as
23 from time to time amended, or any other limitation or defense otherwise available to Landlord, its
24 officers, or its employees.

25 26. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant, or
26 condition herein contained shall not be deemed to be a waiver of any other term, covenant, or
27 condition of this Lease, or of any subsequent breach of the same or any other term, covenant, or
28 condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be
29 deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of
30 this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance
31 of such rent. A waiver of Landlord or Tenant of any of its rights hereunder shall be valid and
32 binding only if contained in a written instrument signed by Landlord or Tenant, as applicable.
33 Tenant expressly recognizes Landlord's right to compensation for the use of the Leased Premises,
34 whether characterized as rent or damages, and acceptance of rent during Tenant's occupation shall
35 not constitute a waiver of any breach, even if accepted after notice of termination or institution of
36 court proceedings.

37 27. Non-liability of Landlord. Tenant hereby releases Landlord, and the
38 representatives, agents, attorneys and employees of Landlord, from any and all liability for any
39 injury or damage to Tenant, or to Tenant's property located on or about the Leased Premises ,
40 resulting from any cause whatsoever, except injury or damage resulting from the gross negligence

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or the willful or intentional act of Landlord, or the representatives, agents, attorneys and employees of Landlord.

28. Attorney's Fees and Costs. If any action is brought in a court of law by either party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as reasonable costs, including expert witness's fees, incurred in the prosecution or defense of such action. Tenant shall further reimburse Landlord for its attorneys' fees incurred in connection with the preparation of this Lease, in an amount not to exceed \$3,000.00, within thirty (30) days after receipt of a copy of Landlord's attorney's invoice.

29. Intentionally deleted

30. Assignment and Sublease. Tenant shall not sublet the Leased Premises or any part thereof, or assign this Lease, or any part hereof, or grant any concession or license to use the Leased Premises or any part thereof, without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion. An assignment of this Lease resulting from the:

- i. merger of Tenant with another business entity;
- ii. acquisition of Tenant by another business entity; or
- iii. transfer of the Lease to another business entity controlled by Tenant or a parent, subsidiary, or affiliate of Tenant,

shall be deemed a permitted assignment not requiring Landlord's prior consent.

31. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows:

If to Landlord: Town Manager
 Town of Breckenridge
 150 Ski Hill Road

 Breckenridge, CO 80424

WITH A COPY (WHICH SHALL NOT CONSTITUTE NOTICE) TO:

If to Tenant: Comcast Cable Communications Management, LLC
 9401 E. Panorama Circle
 Centennial, CO 80112
 Attention: Director of Real Estate

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1 WITH A COPY (WHICH SHALL NOT CONSTITUTE NOTICE) TO:

2
3 Comcast Cable Communications, LLC
4 One Comcast Center
5 1701 John F. Kennedy Boulevard
6 Philadelphia, PA 19103-2838
7 Attn: Real Estate Counsel
8

9 And with copies sent by email to:

10
11 Real_estate@cable.comcast.com
12 Legal_notices@comcast.com
13

14 Notices mailed in accordance with the provisions of this Paragraph shall be effective on the fifth
15 calendar day following mailing or on the first business day following submission to a nationally
16 recognized overnight courier service. Notices personally delivered shall be effective upon
17 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
18 Colorado Rules of Civil Procedure for service of civil process. E-mail is not a valid means of
19 giving notice under this Lease.
20

21 32. Time of Essence. Time is of the essence of this Lease.

22 33. No Partnership. Notwithstanding anything contained in this Lease to the contrary,
23 it is expressly understood and agreed that the Landlord shall not be construed or held to be a
24 partner, associate or joint venturer of Tenant in the conduct of its business.

25 34. Third Parties. This Lease does not, and shall not be deemed or construed to, confer
26 upon or grant to any third party (except a party to whom the Tenant may assign this Lease in
27 accordance with the terms hereof) any right to claim damages or to bring suit, action or other
28 proceeding against the Landlord because of any breach hereof or because of any of the terms,
29 covenants, agreements and conditions herein.

30 35. Complete Agreement. It is understood and agreed that this Lease contains the
31 complete and final expression of the agreement between the parties as to the subject matter of this
32 Lease and that there are no promises, representations, or inducements except as are herein set forth.

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

35 37. Applicable Law. This Lease shall be interpreted in all respects in accordance with
36 the laws of the State of Colorado without regard to its conflict of laws principles.

37 38. Forum Selection. The parties agree to the jurisdiction and venue of the state courts
38 of Summit County, Colorado in connection with any litigation arising out of or in any manner
39 connected with this Lease.

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39. Waiver of Right to Jury Trial. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR IN ANY MATTER CONNECTED WITH THIS LEASE.

40. Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be considered an original for all purposes and all of which together shall constitute but one and the same instrument.

41. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Lease.

42. No Recording. This Lease **SHALL NOT BE RECORDED** in the real property records of the Clerk and Recorder of Summit County, Colorado.

43. Binding Effect. This Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

Landlord Authority. The execution of this Lease by Landlord was authorized by Ordinance No. _____ Series 2025 , adopted by the Town Council of the Town of Breckenridge on _____, 2025.

LANDLORD:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

Shannon B. Haynes, Town Manager

ATTEST:

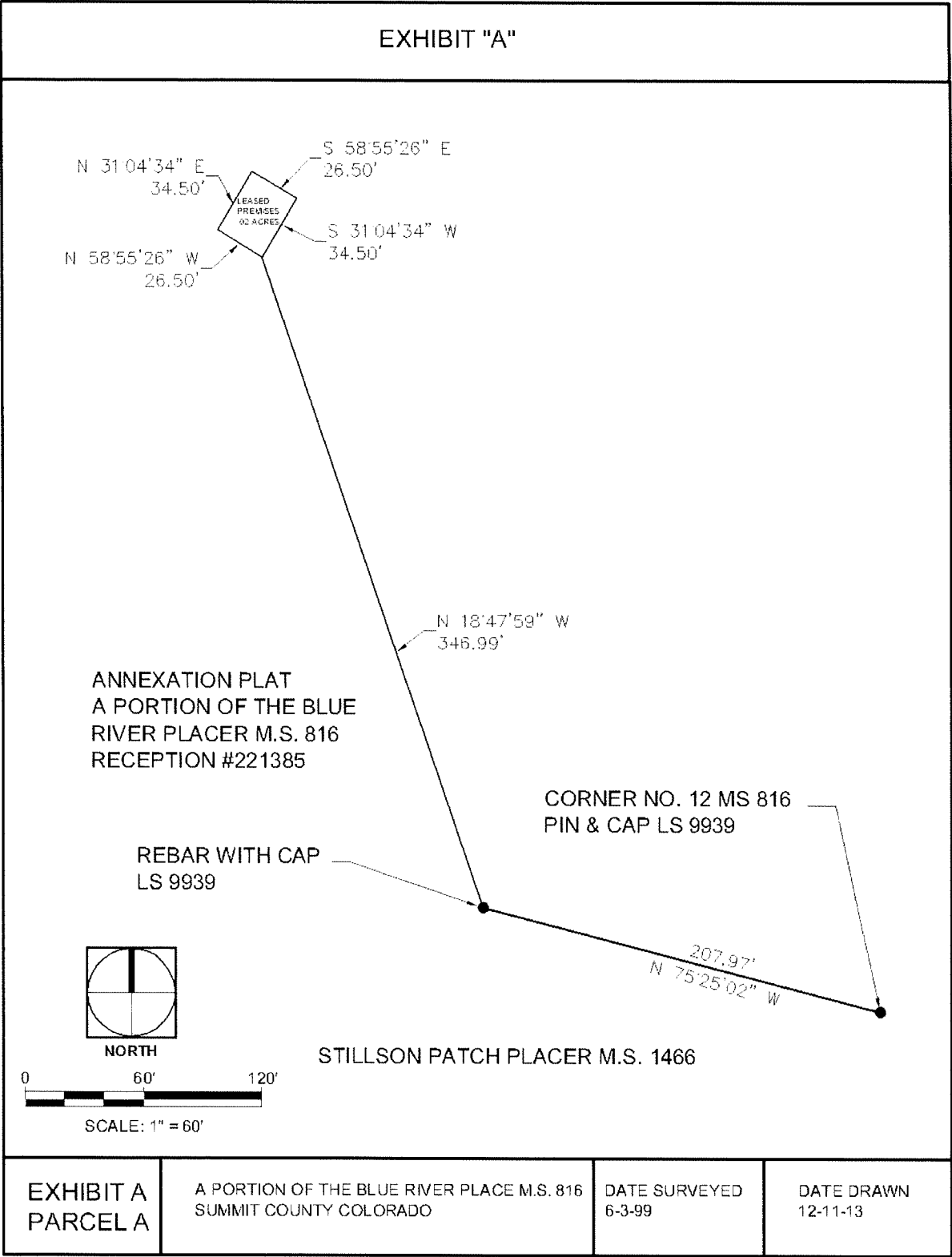
Town Clerk

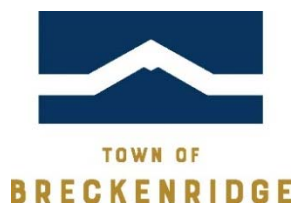
TENANT:

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Signed by:
By: Lisa Oakland
Name: Lisa Oakland
Title: Vice President Real Estate/Facilities/PMO

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Memo

To: Town Council
From: Pamela Ness, Revenue Manager
Date: November 3rd, 2025 (for the November 11, 2025 meeting)
Subject: 2026 Property Tax Mill Levy

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| ☐ | More Boots & Bikes, Less Cars | ☐ | Leading Environmental Stewardship |
| ☒ | Deliver a Balanced Year-Round Economy | ☐ | Hometown Feel & Authentic Character |
| ☒ | Organizational Need | | |

Summary

Attached, please find the ordinance setting the 2026 mill levy within the Town of Breckenridge at 5.07 mills. The ordinance is submitted for second reading.

Background

The 5.07 mill levy is the amount the Town is authorized to impose and, according to state law, cannot be increased without an election. This same mill rate has been consistently applied within the Town since 2014. For the 2026 budget year, we are forecasting the 5.07 mill levy to result in property tax revenues of \$5.3M.

Town Council Goals

The proposed mill levy is a critical tool to help achieve Town Council's long-term goals. By securing additional funding, we can invest in key areas such as infrastructure, public safety, housing, and sustainability, which aligns with our commitment to responsible stewardship of resources. This levy supports the Council's vision of a thriving, resilient community by addressing current and future needs, and ensuring that the Town remains a place where residents can live, work, and prosper. Through this measure, we can meet today's challenges while planning for tomorrow's opportunities, in line with our core values of adaptability, innovation, and integrity.

Financial Implications

The 5.07 mills are for the purpose of defraying the expenses of the General Fund.

Equity Lens

As we consider the mill levy proposal, we are mindful of our commitment to fostering a community that values diversity, equity, and inclusion. This initiative aligns with our core values by ensuring that all residents, regardless of background or socioeconomic status, can benefit from the enhanced services funded by the mill levy. By prioritizing equitable resource distribution and inclusive decision-making, we aim to strengthen our community fabric and create opportunities for all to thrive. This commitment will guide both the planning and implementation phases, ensuring that no group is left behind.

Staff Recommendation

We recommend that Town council approve the mill levy at 5.07 mills on second reading.

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

COUNCIL BILL NO. 20

Series 2025

**AN ORDINANCE SETTING THE MILL LEVY WITHIN
THE TOWN OF BRECKENRIDGE FOR 2026**

WHEREAS, the Town Council of the Town of Breckenridge has determined that a mill levy of 5.07 mills upon each dollar of the assessed valuation of all taxable property within the Town of Breckenridge is needed to balance the 2026 Town budget.

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

Section 1. For the purpose of defraying the expense of the General Fund of Breckenridge, Colorado for the fiscal year 2026, there is hereby levied a tax of 5.07 mills upon each dollar of assessed valuation for all taxable property within the Town of Breckenridge.

Section 2. The Town Clerk is authorized and directed, after adoption of the budget by the Town Council, to certify to the Board of County Commissioners of Summit County, Colorado, the tax levies for the Town of Breckenridge, Colorado as herein set forth.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this 28th day of October 2025. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 11th day of November 2025, at 7:00 p.m., or as soon thereafter as possible.

ATTEST:

TOWN OF BRECKENRIDGE

Mae Watson, Town Clerk

Kelly Owens, Mayor

APPROVED AS TO FORM

Town Attorney

Date



Memo

To: Town Council
From: Rick Fout, Chief Building Official & Philip Sweet, Deputy Building Official
Date: November 5, 2025 (for the first reading on 11/11/25)
Subject: 2024 ICC Code Amendments Ordinance First Reading

Town Council Goals (Check all that apply)

- | | |
|--|---|
| ☐ More Boots & Bikes, Less Cars | ☒ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

A work session was held on October 28th, 2025, to familiarize the Council with the series of updated building codes proposed to be adopted before the end of 2025. A memo with a summary sheet of important changes and more detailed explanation sheets were included as attachments to that memo. Attached to this memo is the full ordinance with all of the proposed amendments included.

Background

The Town of Breckenridge typically adopts a new series of building codes once every six years. We are currently using the 2018 versions of the International Code Council (ICC) codes, along with a few national, state, and local codes. Listed below are the codes that are proposed for re-adoption/adoption. Codes A through L are proposed for re-adoption, codes M and N are proposed for first-time adoption.

- (A) The 2024 International Building Code
- (B) The 2024 International Residential Code
- (C) The 2024 international Plumbing Code
- (D) The 2024 International Mechanical Code
- (E) The 2024 International Fuel Gas Code
- (F) The 2024 International Existing Building Code
- (G) The 2024 International Fire Code
- (H) The ICC A117.1-2017 Accessible and Usable Buildings and Facilities Code
- (I) The 2024 International Swimming Pool and Spa Code
- (J) The 2023 National Electric Code
- (K) The 2006 ICC Electrical Code
- (L) The 1997 Uniform Code for the Abatement of Dangerous Buildings
- (M) The 2025 Colorado Wildfire Resiliency Code
- (N) The 2025 Summit County Aquatic Health Code

Re-adopting/adopting these codes above and their proposed changes will help further the Town's sustainability efforts. For instance, code D requires that new mechanical systems have more energy conserving features than

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

what was required by the 2018 codes. Code C, E, I and J have similarly increased energy conservation requirements. Code M achieves higher sustainability standards through increased durability requirements (e.g., the hardening of structures, etc.).

Public outreach/engagement

Breckenridge's Building Division, in collaboration with our Mobility and Sustainability Division, held six open houses earlier this year. The main focus of these open houses was the new energy code. However, staff also covered the other code re-adoptions/adoptions (listed above) that would also need to be completed by the end of the year.

Financial Implications

Some of the proposed code amendments will result in additional construction costs for builders and homeowners. The proposed fire sprinkler requirements for all homes 4,500 square feet or greater (currently 6,000 sq. ft. or greater) will result in increased costs of approximately \$27,000 for fire sprinkler installation (4,500 sq. ft. x approx. \$6 a sq. ft). The increased wind and snow load requirements for our climate zone could add moderately to the construction costs on some ceilings and roofs. Most other changes to the codes are not expected to have significant financial implications for construction.

Equity Lens

Related to the Town's Equity Blueprint and corresponding Equity Lens, the adoption of the 2024 ICC library of I-Codes, is neutral as it provides minimal requirements, with some area driven amendments, to safeguard the public health, safety, welfare and energy efficiency of new and existing buildings and structures.

Staff Recommendation

Staff recommends that Council approve the attached ordinance with its proposed amendments at the first reading.

COUNCIL BILL NO. ____

Series 2025

AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE BUILDING CODES OF THE TOWN OF BRECKENRIDGE; ADOPTING BY REFERENCE AND AMENDING: THE INTERNATIONAL BUILDING CODE, 2024 EDITION INCLUDING APPENDIX P; THE INTERNATIONAL RESIDENTIAL CODE, 2024 EDITION, INCLUDING APPENDIX BE AND BG; THE INTERNATIONAL PLUMBING CODE, 2024 EDITION INCLUDING APPENDIX C; THE INTERNATIONAL MECHANICAL CODE, 2024 EDITION, INCLUDING APPENDIX A; THE INTERNATIONAL FUEL GAS CODE, 2024 EDITION, INCLUDING APENDIX A AND B; THE INTERNATIONAL ENERGY CONSERVATION CODE, 2024 EDITION; THE INTERNATIONAL EXISTING BUILDING CODE, 2024 EDITION; THE INTERNATIONAL POOL AND SPA CODE, 2024 EDITION; THE NATIONAL ELECTRICAL CODE, 2023 EDITION; THE ICC ELECTRICAL CODE – ADMINISTRATIVE PROVISIONS, 2006 EDITION; THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION; THE COLORADO WILDFIRE RESILIENCY CODE, 2025 EDITION; THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE, 2023 EDITION; ADOPTING BY REFERENCE WITHOUT AMENDMENTS THE INTERNATIONAL FIRE CODE, 2024 EDITION, INCLUDING APPENDICES B THROUGH Q AND THE ICC A117.1-2017 STANDARD FOR ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES, 2017 EDITION.

WHEREAS, the Town of Breckenridge previously adopted Ordinance 2019-38, which adopted with amendments certain codes of the 2018 building code series published by the International Code Council; and

WHEREAS, the Town of Breckenridge also adopted an energy conservation code which has since been repealed and replaced by Ordinance 2025-14, which is scheduled to go into effect concurrently with the adoption of the other 2024 codes under this ordinance; and

WHEREAS, the Town of Breckenridge now wishes to repeal the codes listed herein and adopt, with amendments, the 2024 editions of certain codes published by the International Code Council as well as other specified codes.

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

BUILDING CODES ORDINANCE

Section 1. Chapter 1 of Title 8 of the Breckenridge Town Code, is repealed and replaced as follows:

CHAPTER 1

BUILDING CODES

SECTION:

- 8-1-1: TITLE
- 8-1-2: FINDINGS
- 8-1-3: STANDARD CODES ADOPTED BY REFERENCE
- 8-1-4: AMENDMENTS TO THE INTERNATIONAL BUILDING CODE
- 8-1-5: AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE
- 8-1-6: AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE
- 8-1-7: AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE
- 8-1-8: AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE
- 8-1-9: AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE
- 8-1-10: AMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE
- 8-1-11: AMENDMENTS TO THE INTERNATIONAL POOL AND SPA CODE
- 8-1-12: AMENDMENTS TO THE NATIONAL ELECTRICAL CODE
- 8-1-13: AMENDMENTS TO THE ICC ELECTRICAL CODE – ADMINISTRATIVE PROVISIONS
- 8-1-14: AMENDMENTS TO THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS
- 8-1-15: AMENDMENTS TO THE COLORADO WILDFIRE RESILIENCY CODE
- 8-1-16: AMENDMENTS TO THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE
- 8-1-17: PENALTIES
- 8-1-18: LIABILITY
- 8-1-19: REPEAL OF PREVIOUS ORDINANCES
- 8-1-20: CODE COPIES

8-1-1: TITLE:

This Chapter shall be known and may be cited as the “*TOWN OF BRECKENRIDGE BUILDING CODES ORDINANCE.*”

8-1-2: FINDINGS:

The Town Council finds and determines as follows:

BUILDING CODES ORDINANCE

- 1
2 A. The Town is authorized by law to set fees for permits issued under the Town's building
3 and other technical codes.
- 4 B. The Building Division of the Department of Community Development is the primary
5 Town department charged with the duty to process permit applications under the Town's
6 building and other technical codes, but other Town departments and personnel, such as the
7 Engineering Department, expend time in connection with the review of such applications.
8 The time expended by all Town personnel in reviewing such applications are part of the
9 present operational cost and future expansion of the Building Division of the Department
10 of Community Development. Such costs are part of the overall costs required to operate
11 such Department.
- 12 C. On occasion the Town incurs additional out-of-pocket expenses in connection with the
13 review of an application for a permit under the Town's building and other technical codes.
14 Such expenses may include, without limitation, fees paid by the Town to the Town
15 Attorney and/or fees paid by the Town to special counsel or special consultants. Such fees
16 are part of the overall costs required to process the permit application for which they were
17 incurred.
- 18 D. Pursuant to Bainbridge, Inc. v. The Board of County Commissioners of Douglas County,
19 964 P.2d 575 (Colo. App. 1998) the application fees that may lawfully be charged by the
20 Town for permits under the Town's building and other technical codes may include both
21 the direct and indirect costs of operating the Building Division of the Town's Department
22 of Community Development, as well as the other Town departments and personnel which
23 assist in the review of permit applications.
- 24 E. The permit fees established in this Chapter are approximately required to offset the direct
25 and indirect costs of operating the Building Division of the Department of Community
26 Development and the cost to the Town of actually processing building permit applications.
- 27 F. The application fees for Building Permits and Plan Reviews established by this Chapter do
28 not exceed the direct and indirect costs of operating the Department of Community
29 Development and the cost to the Town of actually processing permit applications.

30 **8-1-3: STANDARD CODES ADOPTED BY REFERENCE:** The following standard codes,
31 as hereinafter amended, are adopted by reference as part of the Town of Breckenridge Building
32 Code:
33

- 34 A. International Building Code, 2024 Edition, including Appendix P, published by the
35 International Code Council, Inc.

BUILDING CODES ORDINANCE

- 1 B. International Residential Code, 2024 Edition, including Appendix BE and BG, published
2 by the International Code Council, Inc.
- 3 C. International Plumbing Code, 2024 Edition, including Appendix C, published by the
4 International Code Council, Inc.
- 5 D. International Mechanical Code, 2024 Edition, including Appendix A, published by the
6 International Code Council, Inc.
- 7 E. International Fuel Gas Code, 2024 Edition, including Appendix A and B, published by the
8 International Code Council, Inc.
- 9 F. International Energy Conservation Code, 2024 Edition, published by the International
10 Code Council, Inc.
- 11 G. International Existing Building Code, 2024 Edition, published by the International Code
12 Council, Inc.
- 13 H. International Fire Code, 2024 Edition, including Appendices B, C, D, E, F, G, H, I, J, K,
14 L, M, N, O, P, and Q published by the International Code Council, Inc.
- 15 I. ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, 2017
16 Edition, published by the International Code Council, Inc.
- 17 J. International Pool and Spa Code, 2024 Edition, published by the International Code
18 Council, Inc.
- 19 K. National Electrical Code, 2023 Edition, published by the National Fire Protection
20 Association.
- 21 L. ICC Electrical Code – Administrative Provisions, 2006 Edition, published by the
22 International Code Council, Inc.
- 23 M. Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the
24 International Conference of Building Officials.
- 25 L. Colorado Wildfire Resiliency Code, 2025 Edition, published by
26 the Colorado Department of Public Safety, Division of Fire Prevention and Control.
27
- 28 M. Colorado Model Electric Ready and Solar Ready Code, 2023 Edition, published by the
29 Colorado Department of Local Affairs.
- 30 N. Summit County Aquatic Health Code, 2025 Edition, based on the 4th Edition Model

BUILDING CODES ORDINANCE

Aquatic Health Code, published by the Centers for Disease Control.

8-1-4: AMENDMENTS TO THE INTERNATIONAL BUILDING CODE: The following sections of the International Building Code, 2024 Edition, are amended to read as follows:

1. **Section 101.1** **Title** is amended to read as follows:

101.1 Title. These regulations shall be known as “The TOWN OF BRECKENRIDGE BUILDING CODE” herein after referred to as “this code.”

2. **Section 101.4.3** **Plumbing** is amended by deleting the last sentence that references the *International Private Sewage Disposal Code*.

3. **Section 101.4.4** **Property Maintenance** is deleted in its entirety.

4. **Section 102.6** **Existing Structures** is amended by removing the reference to the *International Property Maintenance Code*.

5. **Section 103.2** **Appointment** is amended to read as follows:

103.2 Building Official. The Building Official is hereby authorized and directed to enforce all of the provisions of this code. However, such authorization and direction shall be neither an expressed nor implicit guaranty that all buildings and structures have been constructed in accordance with all of the provisions of this code, nor be deemed as any representation as to the quality of such buildings or structures in any manner.

6. **Section 103.3** **Deputies** is amended to read as follows:

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction, the building official shall have the authority to appoint a deputy building official, related technical officers, inspectors, plans examiners and other employees. Such employees shall have the powers and duties as delegated by the building official.

7. **Section 104.8** **Liability** is amended by adding the following additional first paragraph:

The adoption of this code, and any previous building, construction and housing standard adopted by the Town of Breckenridge, shall not be deemed to give rise to a duty of care on the part of any public entity, public employee or agent, nor shall this code or any previous building, construction and housing standard be deemed to create any civil remedy against a public entity, public employee or agent.

8. **Section 105.1.1** **Annual Permit** and **Section 105.1.2** **Annual Permit Records** are deleted in their entirety.

BUILDING CODES ORDINANCE

1 **9. Section 105.2 Work exempt from permit Item 11** is amended to read as follows:

2 **Item 11.** Swings and other playground equipment.

3
4 **10. Section 105.5 Expiration** is amended to read as follows:

5 **105.5 Expiration.** Every permit issued by the building official under the provisions of
6 this code shall expire 18 months after the date of issue, with the exception of hot-tub/spa
7 permits and reroof permits, both of which shall expire 6 months after the date of issue.
8 Every permit issued shall become invalid unless the work on the site authorized by such
9 permit is commenced within 180 days after its issuance, or if the work authorized on the
10 site by such permit is suspended or abandoned for a period 180 days after the time the
11 work is commenced. The building official is authorized to grant, in writing, extensions of
12 time, for periods of not more than 6 months. An extension shall be requested in writing
13 and shall demonstrate justifiable cause for the extension.

14 **11. Section 107.1 General** is amended to read as follows:

15 **107.1 General.** Construction documents, special inspection and structural observation
16 programs and other data shall be submitted as established by the Administrative Rules
17 and Regulations of the Building Department with each application for a permit. A
18 Colorado Licensed Design Professional shall prepare the construction documents. The
19 Building Official may waive the requirement for a design professional when it is found
20 that the nature of the scope of work is such that a design professional is not necessary to
21 obtain compliance with this code. Where special conditions exist the building official is
22 authorized to require additional construction documents.

23 **12. Section 107.3 Examination of documents** is amended by adding the following
24 paragraph:

25 The issuance or granting of a permit by the Town of Breckenridge, based on plans and
26 specifications and other data, shall not prevent the subsequent requiring of the correction
27 of errors or omissions in said plans specifications and other data and shall not be
28 construed to be a permit for approval of any violation of any of the provisions of this
29 code or any other law of the Town of Breckenridge.

30 **13. Section 107.3.1 Approval of construction documents** is amended by replacing the
31 words “reviewed for code compliance”, with “approved for issuance of building permit.”

32 **14. Section 109.2 Schedule of permit fees** is amended to read as follows:

33 **109.2 Schedule of permit fees.** On buildings, structures, electrical, gas, mechanical
34 and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid

as required, in accordance with the following Town of Breckenridge Building Permit and Inspection Fee Schedule:

Town of Breckenridge Building Permit and Inspection Fee Schedule

TOTAL VALUATION	FEE
\$1.00 TO \$500	\$50.00
\$501 TO \$2,000	\$50.00 for the first \$500, plus \$1.25 for each additional \$100 or fraction thereof, to and including \$2,000
\$2001 TO \$25,000	\$69.25 for the first \$2,000, plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000, plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000, plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,000 to \$500,000	\$1,169.55 for the first \$100,000, plus \$6.73 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,663.00 for the first \$500,000, plus \$5.34 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and higher	\$6,332.22 for the first \$1,000,000, plus \$3.90 for each additional \$1,000 or fraction thereof
Other Inspections and Fees:	
1. Inspection outside of normal business hours (minimum charge – two hours)	\$65.00/hour
2. Re-inspection	\$65.00/hour
3. Inspection for which no fee is specifically indicated (minimum charge – one hour)	\$65.00/hour
4. Additional plan review required by changes, additions or revisions to plans (minimum charge – one hour)	\$65.00 /hour
5. For use of outside consultants for plan checking and inspections, or both.....	Actual cost

BUILDING CODES ORDINANCE

1

ELECTRICAL PERMIT FEES	
UNIT AREA	PERMIT FEE
Not more than 1,000 sq. ft.	\$120.00
Over 1,000 sq. ft., and not more than 1,500 sq. ft.	\$168.00
Over 1,500 sq. ft., and not more than 2,000 sq. ft.	\$216.00
Over 2,000 sq. ft.	\$216.00 plus \$9.60 per 100 sq. ft. or fraction thereof over 2,000 sq. ft.
ALL OTHER FEES: Except for inspection in mobile homes and travel parks, all other permit fees shall be computed on the dollar value of the electrical installation, including labor and material, and such fees shall be computed as follows:	
VALUATION	PERMIT FEE
Not more than \$2,000.00	\$120.00
More than \$2,000.00	\$9.60 per thousand or fraction thereof plus \$120.00
Mobile homes and travel parks per space	\$120.00
Additional plan review	\$65.00 per hour or fraction thereof
Re-inspection on all above	\$65.00
Temporary Power Permit	\$65.00
Hot Tub Electrical Permit	\$120.00
<i>**Plan review fees – The plan review fees for electrical work shall be calculated as 65 percent of the electrical permit fee. **</i>	

2

3

4

All permits have a plan review fee of 65% in addition to the permit fee.

5

Hot tub permits fees are \$125.25.

6

7

Work commencing before issuance of a building permit is subject to three times the permit fee.

8

9

10 **15. Section 110.3.6 Lath and Gypsum Board Inspection** is amended by deleting the
11 Exception.

12 **16. Section 110.3.12 Final Inspection** is amended to read as follows:

13 **110.3.11 Final Inspection.** The final inspection is to be made only after the finished
14 grading and the building or structure is completed in accordance with the provisions on
15 the International Building Code, technical codes and the Town's Development Code,
16 including flooring, tile, wallpaper, painting, trim, finish, and final cleaning. A security

BUILDING CODES ORDINANCE

1 deposit may be posted for work required by the Town's Department of Community
2 Development, i.e., landscaping, exterior painting, and paving that cannot be completed as
3 a result of prevailing weather conditions.

- 4 17. **Section 110** **Inspections** is amended by adding a new subsection, 110.7 Re-inspections,
5 to read as follows:

6 **110.7 Re-inspections.** A re-inspection fee, as specified in the Town of Breckenridge
7 Building Permit and Inspection Fee Schedule, may be assessed for each inspection or re-
8 inspection when such portion of work for which inspection is called is not complete or
9 when corrections called for are not made. Re-inspection fees may be assessed when the
10 inspection records are not posted or otherwise available on the work site, the approved
11 plans are not readily available to the inspector, or failing to provide access on the date for
12 which the inspection is requested, or for deviating from plans requiring the approval of
13 the building official. In instances where re-inspection fees have been assessed, no
14 additional inspection of the work will be performed until the re-inspection fees have been
15 paid.

- 16 18. **Section 111** **Certificate of Occupancy** is amended by adding the following sentence:

17 A Certificate of Occupancy shall not be construed as an approval of a violation of the
18 provisions of this code or any other ordinance of the Town. Certificates presuming to
19 give authority to violate or cancel the provisions of this code or other ordinances of the
20 Town shall not be valid.

- 21 19. **Section 111.1** **Change of Occupancy** is amended by adding the following sentence:

22
23 Certificates authorizing a Change of Occupancy presuming to give authority to violate or
24 cancel the provisions of this code or other Town ordinances shall not be valid.
25

- 26 20. **Section 111.3** **Temporary Occupancy** is amended to read as follows:

27 A Temporary Certificate of Occupancy may be issued at the discretion of the Chief
28 Building Official before the completion of the entire scope of work covered by the permit,
29 provided that such portion or portions shall be occupied safely, as determined in the sole
30 discretion of the Chief Building Official. The permit holder shall request in writing the
31 reasons for the request for the issuance of a Temporary Certificate of Occupancy and the
32 requested time period. The time period during which the Temporary Certificate of
33 Occupancy is valid shall be set at 30 day intervals not to exceed 180 days.
34

- 35 21. **Section 111**, **Certificate of Occupancy**, is amended by adding a new subsection 111.5,

BUILDING CODES ORDINANCE

Certificate of Completion, to read as follows:

111.5 Certificate of Completion.

A certificate of completion shall be issued, upon request, for minor work not directly related to occupancy when such work complies with the provisions of this code and all other laws and regulations implemented by the code enforcement agency.

22. Section 115 Stop Work Order is amended to read as follows:

115.1 Authority.

Where the *building official* finds any work, unpermitted work or unsafe condition regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *building official* is authorized to issue a stop work order.

115.2 Issuance.

The stop work order shall be in writing, posted on site, and shall be given to the *owner* of the property, the *owner's* authorized agent or the *person* performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume. The stop work order may not be removed until a permit is issued or the site is deemed safe.

115.3 Emergencies.

Where an emergency exists, the *building official* shall not be required to give a written notice prior to stopping the work.

115.4 Failure to comply.

The contractor, owner or agent shall have 3 business days to submit an application for a permit. Any *person* who shall continue any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be subject to three times the calculated permit fee per the fee schedule in Section 109.2. Any work commencing before issuance of a building, plumbing, mechanical, electrical, or permit change is also subject to such fees.

23. Section 202 Definitions is amended by adding the following definitions within the alphabetical order of the existing definitions:

BEDROOM: A room or space within a dwelling unit having a floor area of at least 70 square feet and a ceiling height of at least 5 feet, will be considered a bedroom as follows:

1 a. Interior walls and door(s) on the same level of the building as the space in order
2 to separate the space and provide privacy.

3 b. An egress window complying with 2024 IBC Section 1031 or complies with
4 2024 IBC Section 1031.2 Where required.

5 c. Operable smoke detectors that comply with 2024 IBC Section 907.2.8 through
6 907.2.9.3 and carbon monoxide detectors pursuant to Colorado law within 15 feet
7 of any bedroom and complying with 2024 IBC Section 915.

8 d. A built-in closet consisting of dry wall, or built-in clothes storage area
9 permanently affixed to the wall, requiring repairs if removed. Built-in bunk beds
10 with built-in clothes storage space complies with this requirement but the
11 following are examples of things that do not constitute a closet in compliance
12 with this definition:

13 1. Bunk bed with drawers purchased from a furniture store does not comply.

14 2. An armoire or similar piece of furniture.

15 e. Has a full or partial bathroom connected to the space or room or has a path of
16 travel to a full or partial bathroom which does not first pass through a habitable
17 space.

18 **UNFINISHED SPACE:** A room or space within a dwelling unit with no interior
19 partition walls, no gypsum board (unless required by code), no finishes (mud, tape,
20 and/or paint) on areas requiring gypsum board, and no floor finishes.

21 **CERTIFIED SOLID FUEL BURNING DEVICE:** A solid fuel burning device that is
22 certified by the Air Pollution Control Division of the Colorado Department of Health or
23 approved by the building official as meeting the emission standards set forth in Section
24 IV of Regulation No. 4 of Volume I of the Colorado Air Quality Control Commission
25 (EPA Phase II or III).
26

27 **NEW CONSTRUCTION:** For the purpose of section 2113 new construction” is
28 construction of a residential, commercial, industrial, agricultural or accessory building.
29 This shall include any modifications, replacement or relocation of existing solid fuel
30 burning devices. However, modifications to solid fuel burning devices shall not include
31 repair, replacement or relocation of flue pipe.
32

33 **SLEEPING LOFT:** A space designated for sleeping on an intermediate level or levels
34 between the floor and ceiling of a Group R occupancy Dwelling or Sleeping Unit, open on
35

BUILDING CODES ORDINANCE

one or more sides to the room in which the space is located, and in accordance with Appendix P Sleeping Lofts.

SOLID FUEL BURNING DEVICE: Any fireplace, stove, firebox, or other device intended and or used for the purpose of burning wood, coal, pulp, paper, pellets or other non-liquid or non-gaseous fuel.

24. **Section 502.1** Address identification is amended to read as follows:

502.1 Address identification. New and existing buildings shall have *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters in a plain text font. Numbers shall not be spelled out. Each character shall be not less than 12 inches (127 mm) high with a minimum stroke width of 1.5 inches (38.1 mm), unless otherwise approved. Where required by the code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained and visible in all weather conditions.

Exception: One- and two-family dwellings and townhouses, not more than three stories above grade plane, that fall under the prescriptive provisions of the International Residential Code shall have address numbers a minimum of 5 inches (127 mm) high or 4 inches (101.6 mm) reflective on a contrasting background, unless otherwise *approved*, with a minimum stroke width of ½ inch (12.7 mm) and be visible from the street or road fronting the property. Address numbers shall be Arabic numbers or alphabetical letters in a plain text font and shall be maintained and visible in all weather conditions.

25. **Section 718** Concealed Spaces is amended by adding two new subsections, 718.6 Factory-built fireplace enclosures and 718.7 Factory-built chimney enclosures, and one exception, to read as follows:

718.6 Factory-built fireplace enclosures. Combustible construction enclosing factory built fireplaces with Class A chimneys shall be protected on the interior (fireplace) side by one-hour fire resistive construction.

718.7 Factory-built chimney enclosures. Factory-built Class A chimneys shall be enclosed within a continuous enclosure protected on the interior (flue) side by not less than one-hour fire resistive construction.

Exception. The portion of the chimney located in the same room as the appliance and the portion of the chimney above the finished roof are not required to be enclosed. However, if they are enclosed, the interior of the shaft shall be protected by one-hour fire resistive construction.

26. **Section 901.5** **Acceptance tests** is amended by adding a new subsection, 901.5.1 Special inspector required, to read as follows:

901.5.1 Special inspector required. All fire protection systems required by this code shall be reviewed, inspected, and approved by a special inspector. The special inspector shall be an authorized representative of the Red White and Blue Fire Protection District or another qualified individual with prior approval of the building official. Approvals of special inspectors, inspections approvals, and reports by special inspectors shall be in accordance with Chapter 17 of this code.

27. **Section 915.1** **General** is amended by adding the following sentence:

Carbon monoxide detection shall also be installed in accordance with *State of Colorado House Bill 09-1091, Article 45, Title 38, C.R.S.*

28. **Section 1010.2.4** **Locks and latches Item 3.3** is amended to read as follows:

Item 3.3 A readily visible sign is posted on the egress side on or adjacent to the door stating:

THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS.

The sign shall be in letters 1 inch (25 mm) high on a contrasting background.

29. **Chapter 12** **Interior Environment** is amended by adding a new section to read exactly as set forth in Appendix BE, Radon Control Methods, of the 2024 IRC. This shall be applicable for R2 and R3 occupancies.

30. **Section 1206.2** **Airborne Sound** is amended by adding the following exception to read as follows:

Exception: For other than new construction and otherwise not located at an entry or exit location in a dwelling unit or sleeping unit in a Group R occupancy, up to 100 square feet is exempt from complying with this section.

31. **Section 1206.3** **Structure-borne Sound** is amended by adding the following exception to read as follows:

Exception: For other than new construction and otherwise not located at an entry or exit location in a dwelling unit or sleeping unit in a Group R occupancy, up to 100 square feet is exempt from compliance with this section.

32. **Section 1503 Weather Protection** is amended by inserting a new subsection, 1503.6 Snow-shed barriers, to read as follows:

1503.6 Snow-shed Barriers. Roofs shall be designed to prevent accumulations of snow from shedding onto exterior balconies, decks, pedestrian and vehicular exits from buildings, stairways, sidewalks, streets, alleys, areas directly above or in front of gas utility or electric utility meters, or adjacent properties.

Exception: Roof areas with a horizontal dimension of no more than 48 inches (1219mm) that will not receive snow shedding from a higher roof. The horizontal projection shall be measured perpendicular to the exterior wall line from the edge of the roof or eave to any intersecting vertical surface.

33. **Section 1505.1 General** is amended to read as follows:

1505.1 General. All roof coverings on new construction, additions and re-roofs shall be Class A. Class A roof assemblies and roof coverings shall be tested in accordance with ASTM E 108 or UL 7901. Sections 1505.3 through 1505.7 and 1505.10 shall be deleted in their entirety.

34. **Table 1505.1 Minimum Roof Covering Classification for Types of Construction** and all footnotes to the table are deleted in their entirety.

35. **Section 1507.1.1 Underlayment** is amended to read as follows:

1507.1.1 Underlayment. A roof underlayment consisting of an approved self-adhering polymer modified bitumen sheet, or other similar material that meets the intent of this section and is first approved by the building official, is required with all types of roof covering. The underlayment shall extend up the slope of the roof from drip-edge or eave to the roof peak. The underlayment shall cover the entire roof decking surface. In new construction the underlayment shall extend a minimum of 30 inches up the walls adjacent to the roof surface.

36. **Section 1507.1.2 Ice barriers** is amended to read as follows:

1507.1.2 Ice dam protection. An ice dam protection underlayment that consists of an approved self-adhering polymer modified bitumen sheet complying with ASTM D 1970, or other similar material that meets the intent of this section and is first approved by the

building official, shall be used with all roof coverings. This ice dam protection underlayment shall extend up the slope of the roof from the drip-edge of the roof or eave and cover the entire roof decking surface. In new construction ice dam protection shall extend a minimum 30 inch up walls adjacent to the roof surface.

37. Section 1507.8 Wood Shingles is amended to read as follows:

1507.8 Wood Shingles. The installation of wood shingles shall comply with the provisions of this section.

38. Table 1507.8 Wood Shingle and Shake Installation is deleted in its entirety.

39. Section 1507.9 Wood Shakes is amended to read as follows:

1507.9 Wood Shakes. The installation of wood shakes shall comply with the provisions of this section.

40. Section 1608.1 General is deleted in its entirety.

41. Section 1608.2 Ground Snow Loads is amended to read as follows:

1608.2 Snow loads. The loads to be used in determining the design snow loads for roofs shall be 90 psf for roofs located at an elevation below 10,000 feet, and 100 psf for roofs located at an elevation of 10,000 feet or higher. There shall be no reduction in snow load for pitch or duration. Ground snow load is not to be utilized, and there is no ground snow load reduction. Snow load for decks and exterior balconies shall be as required for roofs.

42. Section 1612.3 Establishment of flood hazard areas is amended to read as follows:

1612.3 Establishment of flood hazard areas. The Town of Breckenridge flood hazard areas shall be as provided in Chapter 3 of Title 10 of the Breckenridge Town Code. The adopted flood hazard map and supporting data are adopted by reference and declared to be part of this section.

43. Section 1703.1 Approved agency is amended to read as follows:

1703.1 Approved agency. An approved agency shall provide all information as necessary for the building official to determine that the agency meets the applicable requirements. The Red White and Blue Fire Protection District shall be an approved agency for special inspection of fire protection systems required by this code.

44. Section 1704.2.3 Statement of special inspections is amended by adding an additional

Exception to read as follows:

Exception: Special inspection required by the Red White and Blue Fire Protection District of fire protection systems.

45. **Section 1704.2.4** **Report requirement** is amended by adding an Exception to read as follows:

Exception: Special inspection required by the Red White and Blue Fire Protection District of fire protection systems.

46. **Section 1705** **Required Special Inspections and Tests** is amended by adding a new section, 1705.21 Fire protection and suppression systems and subsection 1705.19.1 Qualifications, to read as follows:

1705.19.1 Qualifications. Special inspectors for fire protection systems shall have expertise in fire-protection and be approved by the Red White and Blue Fire Protection District. Special inspectors for fire suppression systems shall be fire suppression systems inspectors certified by the State of Colorado Division of Fire Safety and approved by the Fire Protection District.

1705.21 Fire protection and suppression systems. Fire protection and suppression systems shall have the design plans approved by a special inspector and the systems inspected and tested by a special inspector for compliance with the requirements of this code and the International Fire Code.

47. **Section 1809.5** **Frost protection** is amended to read as follows:

1809.5 Frost protection. Except where erected on solid rock or otherwise protected from frost, foundation walls piers and other permanent supports of buildings and structures shall extend to at least 40 inches below finish grade or be designed and built in accordance with ASCE 32. Footings 24 inches deep are permitted for decks only that do not support roofs and are less than 30 inches above grade, unless otherwise designed by a State of Colorado Licensed Structural Engineer. Footings shall not bear on frozen soils. Frost reports shall be required before placement of concrete from Nov. 1 through May 1, or if freezing temperatures occur, prior to Nov. 1 or after May 1.

48. **Section 2113** **Masonry Chimneys** is amended by adding the following subsections, 2113.21 Limitation on the type and number of devices and 2113.22 Factory built chimneys, to read as follows:

2113.21 Limitation on the type and number of devices. Solid fuel burning devices that are not certified are prohibited in new construction. The number of certified solid

fuel burning devices that may be installed in newly constructed buildings shall be approved by the Town's Department of Community Development.

2113.22 Factory built chimneys.

a. Factory built chimneys shall be supported at intervals not to exceed 10 feet by wall straps or equivalent.

b. Factory built chimneys shall have the outer wall of adjacent chimney sections fastened together by three sheet metal screws, installed approximately 120 degrees apart. Such fastenings shall be in addition to and not in lieu of those requirements mandated by the manufacturers' instructions, except when specifically prohibited by those instructions or the terms of their listing.

Exception: Where approved manufacturers' locking bands are used.

c. The points of termination of a factory built chimney shall not be within 10 inches vertically of the point of termination of any adjacent chimney or appliance vent within 24 inches horizontally. No factory built chimney shall terminate closer than 24 inches to combustible finish materials.

49. Section 2302.1 General. The first paragraph is amended to read as follows:

2302.1 General. The design of structural elements or systems, constructed partially or wholly of wood or wood-based products shall be based on one of the following methods. The use of load duration factors for snow load shall not be permitted in any of these design methods.

50. Section 2303.1.11 Structural log members is amended by adding the following paragraph:

All logs used in a structural capacity must be graded and marked by an approved grading agency, in conformance with DOC PS 20. In lieu of a grade mark, a certificate of an onsite inspection issued by a 3rd party lumber grading or inspection agency may be accepted.

51. Section 2303.1.12 Round Timber Poles and Piles is amended by adding the following paragraph:

All logs used in a structural capacity must be graded and marked by an approved grading agency, in conformance with DOC PS 20. In lieu of a grade mark, a certificate of an onsite inspection issued by a 3rd party lumber grading or inspection agency may be accepted.

1
2 **52. Section 2308.11.12 Wood trusses** is amended by adding the following sentence:

3 Trusses shall be blocked at bearing points.
4

5 **53. Section 2901.1 Scope** is amended by deleting the reference to the *International Private*
6 *Sewage Disposal Code*.

7 **54. Section 2902.1 Minimum Number of Fixtures** is amended to add the following
8 paragraph:

9 An additional single-user toilet facility and bathing room shall be required where only
10 separate sex facilities are provided. When this single-user toilet and bathing room
11 requirement is applicable, the required separate sex toilet and bathtub/shower counts
12 required by IBC Table 2902.1 is allowed to be reduced by one in the male and female
13 toilet facility and bathing room.
14

15 **55. Section 2902.1.2 Single-User Toilet Facility and Bathing Room Fixtures** is amended
16 to read exactly as follows:

17 **2902.1.2 Single-User Toilet Facility and Bathing Room Fixtures.** The plumbing
18 fixtures located in single-user toilet facilities and bathing rooms, including family or
19 assisted-use toilet and bathing rooms that are required by IBC Section 1109.2, shall
20 contribute toward the total number of required plumbing fixtures for a building or tenant
21 space. Single user toilet facilities and bathing rooms and family or assisted-use toilet
22 rooms and bathing rooms shall be identified as being open for use to all persons,
23 regardless of gender. A single-occupant restroom is one that contains only one toilet and
24 a sink, or a toilet and urinal with a sink, and is intended for use by one occupant at a time.
25 Family or assisted-use restrooms must also be designated as gender-neutral. All gender
26 neutral bathrooms are to be signed accordingly.
27

28 **56. Section 2902.2 Exception 2** is amended to read as follows:

29 **Exception 2.** Separate facilities shall not be required in structures or tenant spaces with a
30 total occupant load, including both employees and customers, of 30 or less.

31 **57. Section 2902.2 Separate facilities** is amended to add an additional Exception to read as
32 follows:

33 **Exception 5.** Gender neutral single-user toilet facility and bathing room fixtures.
34

35 **58. Section 3309.1 Where required** is amended to read as follows:

1 **3309.1 Where required.** All structures under construction, alteration or demolition
2 shall be provided with approved portable fire extinguishers as required by the Red White
3 and Blue Fire Protection District.

4 **59. Section 3311.1 Where required** is amended to read as follows:

5 **3311.1 Where required.** Buildings four stories or more in height shall be provided
6 with standpipes as required by the Red White and Blue Fire Protection District.

7 **60. Section 3311 Standpipes** is amended by adding subsection, 3311.4 Water supply, to
8 read as follows:

9 **3311.4 Water supply.** Water supply for fire protection, either temporary or permanent,
10 shall be made available as required by the Red White and Blue Fire Protection District.

11
12 **8-1-5: AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE:** The
13 following sections of the International Residential Code, 2024 Edition, are amended to read as
14 follows:

15
16 1. **Section R101.1 Title** is amended by adding the name “Town of Breckenridge.”

17 2. **Section R101.2 Scope.** The exception is amended to read as follows:

18 **Exception.** The following shall be permitted to be constructed in accordance with this
19 code.

20 3. **Section R102.6 Existing Structures** is amended by deleting the reference to the
21 *International Property Maintenance Code*.

22 4. **Section R103.2 Appointment** is amended to read exactly as IBC Section 103.2 as
23 amended.

24 5. **Section R103.3 Deputies** is amended to read exactly as IBC Section 103.3 as amended.

25 6. **Section R104.8 Liability** is amended by adding the first paragraph to read exactly as
26 IBC Section 104.8 as amended.

27 7. **Section R105.5 Expiration** is amended to read exactly as IBC Section 105.5 as
28 amended.

29 8. **Section R106.1 Submittal documents** is amended to read as IBC Section 107.1 as
30 amended.

- 1 **9. Section R106.3 Examination of documents** is amended by adding the paragraph to
2 read exactly as IBC Section 107.3 as amended.
- 3 **10. Section R106.3.1 Approval of construction documents** is amended to read exactly as
4 IBC Section 107.3.1 as amended.
- 5 **11. Section R108.2 Schedule of permit fees** is amended by replacing “by the applicable
6 government authority” with “in accordance with the Town of Breckenridge Building
7 Permit and Inspection Fee Schedule. Refer to the IBC Section 109.2 as amended.”
- 8 **12. Section R108.3 Building permit valuations** is amended to read exactly as IBC Section
9 109.3.
- 10 **13. Section R108.6 Work commencing before permit issuance** is amended to read as
11 follows:
- 12 **R108.6 Work commencing before permit issuance.** Any person who commences any
13 work on a building, structure, electrical, gas, mechanical or plumbing system before
14 obtaining the necessary permits shall be subject to an investigation fee that shall be in
15 addition to the required permit fees. The investigation fee shall be as set forth in the
16 Town of Breckenridge Building Permit and Inspection Fee Schedule.
- 17 **14. Section R109.1.6 Final Inspection** is amended to read as follows:
- 18 **R109.1.6 Final Inspection.** To be made only after the finished grading and the building
19 or structure is completed in accordance with the provisions of the International
20 Residential Code and Technical Codes, the Development Code, including cleaning,
21 flooring, tile, wallpaper, paint, trim, finish, and final painting and paving. A security
22 deposit may be posted for work required by the Town’s Department of Community
23 Development, i.e., landscaping, exterior painting, paving, that cannot be completed as a
24 result of prevailing weather conditions.
- 25 **15. Section R109 Inspections** is amended by adding a new subsection, R109.5 Re-
26 inspections, to read as follows:
- 27 **R109.5 Re-inspections.** A re-inspection fee, as specified in the Town of Breckenridge
28 Building Permit and Inspection Fee Schedule, may be assessed for each inspection or re-
29 inspection when such portion of work for which inspection is called is not complete or
30 when corrections called for are not made. Re-inspection fees may also be assessed when
31 the inspection records are not posted or otherwise available on the work site, the
32 approved plans are not readily available to the inspector, for failing to provide access on
33 the date for which the inspection is requested, or for deviating from plans requiring the
34 approval of the building official. In instances where re-inspection fees have been

assessed, no additional inspection of the work will be performed until the re-inspection fees have been paid.

16. Section R110.2 Certificate issued is amended by adding the following paragraph:

A Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or any other ordinance of the Town. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the Town shall not be valid.

17. Section R110.3 Temporary Occupancy is amended to read as follows:

Section R110.3 Temporary occupancy. A Temporary Certificate of Occupancy may be issued at the discretion of the Chief Building Official before the completion of the entire scope of work covered by the permit, provided that such portion or portions shall be occupied safely, as determined in the sole discretion of the Chief Building Official. The permit holder shall request in writing the reasons for the request for the issuance of a Temporary Certificate of Occupancy and the requested time period. The time period during which the Temporary Certificate of Occupancy is valid shall be set at 30 day intervals not to exceed 180 days.

18. Section R110 Certificate of Occupancy is amended by adding a new subsection, R110.6 Certificate of Completion, to read as follows:

R110.6 Certificate of Completion. A Certificate of Completion shall be issued, upon request, for work not directly related to occupancy when such work complies with the provisions of this code and all other relevant laws, which are enforced by the Town. A Certificate of Completion shall not be construed as an approval of a violation of the provisions of this code or other ordinances of the Town. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the Town shall not be valid.

19. Section R114 Stop Work Order is amended to read as follows:

114.1 Authority.

Where the *building official* finds any work, unpermitted work or unsafe condition regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *building official* is authorized to issue a stop work order.

114.2 Issuance.

BUILDING CODES ORDINANCE

1 The stop work order shall be in writing, posted on site, and shall be given to the *owner* of
2 the property, the *owner's* authorized agent or the *person* performing the work. Upon
3 issuance of a stop work order, the cited work shall immediately cease. The stop work
4 order shall state the reason for the order and the conditions under which the cited work is
5 authorized to resume. The stop work order may not be removed until a permit is issued or
6 the site is deemed safe.

7
8 **114.3 Emergencies.**

9 Where an emergency exists, the *building official* shall not be required to give a written
10 notice prior to stopping the work.

11
12 **114.4 Failure to comply.**

13 The contractor, owner or agent shall have 3 business days to submit an application for a
14 permit. Any *person* who shall continue any work after having been served with a stop work
15 order, except such work as that *person* is directed to perform to remove a violation or
16 unsafe condition, shall be subject to three times the calculated permit fee per the fee
17 schedule in Section 109.2. Any work commencing before issuance of a building, plumbing,
18 mechanical, electrical, or permit change is also subject to such fees.

- 19
20 **20. Section R202 Definitions** is amended by inserting the following definitions within the
21 alphabetical order of the existing definitions:

22 **BEDROOM:** A room or space within a dwelling unit having a floor area of at least 70
23 square feet and a ceiling height of at least 5 feet, will be considered a bedroom as follows:

24 **a.** Interior walls and door(s) on the same level of the building as the space in order
25 to separate the space and provide privacy.

26 **b.** An egress window complying with 2024 IRC Section R319 or complies with
27 2024 IRC Section R319.1 Emergency escape and rescue opening required.

28 **c.** Operable smoke detectors that comply with 2024 IRC Section R310 and carbon
29 monoxide detectors pursuant to Colorado law within 15 feet of any bedroom and
30 complying with 2024 IRC R311.

31 **d.** A built-in closet consisting of dry wall, or built-in clothes storage area
32 permanently affixed to the wall, requiring repairs if removed. Built-in bunk beds
33 with built-in clothes storage space complies with this requirement but the
34 following are examples of things that do not constitute a closet in compliance
35 with this definition:

1. Bunk bed with drawers purchased from a furniture store does not comply.

2. An armoire or similar piece of furniture.

e. Has a full or partial bathroom connected to the space or room or has a path of travel to a full or partial bathroom which does not first pass through a habitable space.

UNFINISHED SPACE: A room or space within a dwelling unit with no interior partition walls, no gypsum board (unless required by code), no finishes (mud, tape, and/or paint) on areas requiring gypsum board, and no floor finishes. **STORAGE:** A non-habitable room or space within a dwelling unit used for storage. A storage room or space shall not have TV or internet outlets, closets, or other improvements outside of what is typical for storage areas. Light and ventilation is not required in the non-habitable space per code. This space is not approved for living, sleeping, eating, or cooking.

NEW CONSTRUCTION: For the purpose of section 1004 “new construction” is construction of a residential, commercial, industrial, agricultural or accessory building. This shall include any modifications, replacement or relocation of existing solid fuel burning devices. However, modifications to solid fuel burning devices shall not include repair, replacement or relocation of flue pipe.

CERTIFIED SOLID FUEL BURNING DEVICE: A solid fuel burning device that is certified by the Air Pollution Control Division of the Colorado Department of Health or approved by the building official as meeting the emission standards set forth in Section IV of Regulation No. 4 of Volume I of the Colorado Air Quality Control Commission (EPA Phase II or III).

SOLID FUEL BURNING DEVICE: Any fireplace, stove, firebox, or other device intended and or used for the purpose of burning wood, coal, pulp, paper, pellets or other non-liquid or non-gaseous fuel.

21. **Table R301.2(1)** is amended to read as follows:

TABLE R 301.2 – CLIMATIC AND GEOGRAPHICAL DESIGN CRITERIA

ROOF SNOW LOAD	WIND SPEED MPH ^d	SEISMIC DESIGN CAT ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ⁱ	FLOOD HAZARDS	AIR FREEZING INDEX ^j	MEAN ANNUAL TEMP ^k
			weathering ^a	frost line depth ^b	termite ^c					
h	115	B	severe	40 inches	slight	-13°	yes	g	2500	35.4°

For SI: 1 pound pursuant to square foot=0.0479 kN/m.², 1 mile pursuant to hour=1.609km/h.

- (a) Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- (b) The frost line depth may require deeper footings than indicated in Figure R403.1(1). This part of the table is filled in depending on whether there has been a history of local damage. Twenty Four (24") inch deep footers are permitted for decks only, which do not support roofs and are less than 30 inches above grade, unless otherwise designed and stamped by a State of Colorado Licensed Structural Engineer.
- (c) This part of the table is filled in depending on whether there has been a history of local damage.
- (d) Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- (e) Reflects local climates or local weather experience as determined by the building official.
- (f) Seismic Design Category determined from Section R301.2.2.2.
- (g) Refer to IBC Section 1612.3 as amended.
- (h) Snow-loads of 90 lbs. per square foot are required for construction sites below an elevation of 10,000 feet. For construction sites at an elevation of 10,000 feet or greater, the snow-load shall be 100 lbs per square foot. There shall be no reduction snow-load for pitch or duration.
- (i) In accordance with R905.1.1 as amended.
- (j) From the 100 year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method(Base 32degrees F)"
- (k) From the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32 degrees F)"

22. Table R301.5 Minimum Uniformly Distributed Live Loads is amended by deleting exterior balconies, decks and fire escapes from the table, and by adding footnote (j) to read as follows:

Footnote (j). The minimum uniformly distributed live loads for exterior balconies and decks shall be the same as required for roofs.

23. Section R302.1 Exterior Walls is amended by adding the following sentence. The remainder is unchanged:

BUILDING CODES ORDINANCE

Exterior walls shall comply with the requirements of 2024 IRC, the Town of Breckenridge Development Code and the 2025 Colorado Wildfire Resiliency Code as adopted by this code.

24. Section R302.2.2 Common Walls Items 1 and 2 are amended to read as follows:

Item 1. Where a fire sprinkler system in accordance with the requirements of the Red White and Blue Fire Protection District's code is provided, the common wall shall not be less than a 1-hour fire resistance-rated wall assembly tested in accordance with ASTM E119, UL 263, or Section 703.2.2 of the *International Building Code*.

Item 2. Where a fire sprinkler system in accordance with the requirements of the Red White and Blue Fire Protection District's code is not provided, the common wall shall not be less than a 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119, UL 263, or Section 703.2.2 of the *International Building Code*.

25. Section R302.13 Fire protection of floors Exceptions 1 and 2 are amended as follows:

Exception 1. Floor assemblies located directly over a space protected by an automatic sprinkler system permitted, installed, and inspected as required by Red White and Blue Fire Protection District's code.

Exception 2. Floor assemblies located directly over a crawlspace with a maximum 4 foot headroom occurring anywhere within the crawlspace and not intended for storage or for the installation of fuel-fired or electric-powered heating appliances. The headroom shall be measured from grade to the bottom of the floor joists.

26. Section R308.1 Address identification is amended to read as follows:

R308.1 Address identification. New and existing buildings shall have *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters in a plain text font. Numbers shall not be spelled out. Each character shall be not less than 12 inches (127 mm) high with a minimum stroke width of 1.5 inches (38.1 mm), unless otherwise approved. Where required by the code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained and visible in all weather conditions.

Exception: One- and two-family dwellings and townhouses, not more than three stories

above grade plane, that fall under the prescriptive provisions of the International Residential Code shall have address numbers a minimum of 5 inches (127 mm) high or 4 inches (101.6 mm) reflective on a contrasting background, unless otherwise *approved*, with a minimum stroke width of ½ inch (12.7 mm) and be visible from the street or road fronting the property. Address numbers shall be Arabic numbers or alphabetical letters in a plain text font and shall be maintained and visible in all weather conditions.

27. **Section R309** Automatic Fire Sprinkler Systems is amended to read as follows:

Section R309 Dwelling Unit Fire Sprinkler Systems and Internal Fire Protection.

R309.1 General. Structures under the scope of this code are to be protected by fire sprinkler systems as designated, reviewed, installed and inspected by the Red White and Blue Fire Protection District per section R309.1 through R309.2.1.

R309.1.1 Fire Sprinkler Systems required. Structures with greater than 4,500 square feet of fire area, the aggregate floor area enclosed and bounded by the interior side of the drywall or finished wall, as defined by Red White and Blue Fire Protection District, are to be protected by fire sprinkler systems per the Red White and Blue Fire Protection District.

R309.1.2 Additions. For buildings built under the International Residential Code, additions that increase the total square footage of the residence to greater than 5,000 square feet (473.81 m²) shall be provided with a *fire protection* system. The system shall be installed in the addition only. Where the size of the addition itself is greater than 4,500 square feet (418.06 m²), the addition, as well as the existing residence, shall be provided with sprinklers. Where the addition increases the total square footage of the residence to greater than 5,000 square feet and the alteration to the existing structure requires the removal of interior wall and ceiling finishes that expose the structure, a *fire protection* system shall be installed throughout the existing residence and addition.

28. **Section R314.3** Area limitation exception is amended to read as follows:

R314.3 Exception. The aggregate area of a mezzanine located within a dwelling unit equipped with a fire sprinkler system in accordance with the requirements of the Red White and Blue Fire Protection District's code shall not be greater than one-half of the floor area of the room, provided that the mezzanine meets all of the following requirements:

1. Except for enclosed closets and bathrooms, the mezzanine is open to the room in which such mezzanine is located.

2. The opening to the room is unobstructed except for walls not more than 42 inches in height, columns and posts.

3. The exceptions to IRC Section R314.5 do not apply.

29. Section R319 Emergency Escape and Rescue Opening Required Exception 3 is amended as follows:

R319.1 Exception 3. Where the dwelling or townhouse is equipped with an automatic sprinkler system installed in accordance with the requirements of the Red White and Blue Fire Protection District's code, sleeping rooms in basements shall not be required to have emergency escape and rescue openings provided that the basement has one of the following:

3.1. One means of egress complying with IRC Section R318 and one emergency escape and rescue opening.

3.2. Two means of egress complying with IRC Section R318.

30. Section R329.6.2.1 **Alternative setback at ridge** shall be amended to read as follows:

R 324.6.2.1 Alternative setback at ridge. Where an automatic sprinkler system is installed within the dwelling in accordance with the requirements of the Red White and Blue Fire Protection District's code, setbacks at ridges shall comply with one of the following:

1. For photovoltaic arrays occupying not more than 66 percent of the plan view total roof area, not less than an 18 inch clear setback is required on both sides.

2. For photovoltaic arrays occupying more than 66 percent of the plan view total roof area, not less than a 36 inch clear setback is required on both sides of a horizontal ridge.

31. Section R502.1.1 **Sawn Lumber** is amended to read as follows:

R502.1.1 Sawn Lumber. Sawn lumber, dimensional lumber, and logs for joists, beams and girders shall be identified by a grade mark of a lumber grading or inspection body that has been approved by an accreditation agency that complies with DOC PS 20. In lieu of a grade mark, a certificate of inspection issued by a lumber grading or inspection agency meeting the requirements of this section may be accepted.

32. **Section R602.1.1** **Sawn Lumber** is amended to read as follows:

R602.1.1 Sawn Lumber. Sawn lumber, dimensional lumber, and logs for studs, plates and headers shall be identified by a grade mark of a lumber grading or inspection agency that has been approved by an accreditation body that complies with DOC PS 20. In lieu of a grade mark, a certificate of inspection issued by a lumber grading or inspection agency meeting the requirements of this section may be accepted.

33. **Section R602.3** **Design and construction** is amended by adding the following sentence:

The use of load duration factors for snow load shall be prohibited.

34. **Section R802.1.1** **Sawn Lumber** is amended to read as follows:

R802.1.1 Sawn Lumber. Sawn lumber, dimensional lumber, and logs for rafters, trusses and ceiling joists shall be identified by a grade mark of a lumber grading or inspection agency that has been approved by an accreditation body that complies with DOC PS 20. In lieu of a grade mark, a certificate of inspection issued by a lumber grading or inspection agency meeting the requirements of this section may be accepted.

35. **Section R802.2** **Design and construction** is amended by adding the following sentence:

There shall be no reduction in snow load for pitch or duration.

36. **Section 802.10.3** **Bracing** is amended by adding the following sentence:

Trusses shall be blocked at bearing points.

37. **Section R902** **Fire Classification** is amended to read as follows:

R902.1 Roof assemblies. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A roofing assemblies shall be installed on all new buildings, additions and re-roofs. Class A roofing required to be listed by this section shall be tested in accordance with UL 790 or ASTM E 108. Roof assemblies with coverings of brick, masonry, slate, clay or concrete roof tile, exposed concrete roof deck, ferrous or copper shingles or sheets, and metal sheets and shingles, shall be considered Class A roof coverings. Where required for roof drainage, scuppers shall be placed level with the roof surface in a wall or parapet. The scupper shall be located as determined by the roof slope and contribution roof area.

38. **Section R903** **Weather Protection** is amended by inserting a new subsection, R903.1.1 Snow-shed barriers, to read as follows:

R903.1.1 Snow-shed Barriers. Roofs shall be designed to prevent accumulations of snow from shedding onto exterior balconies, decks, pedestrian and vehicular exits from buildings, stairways, sidewalks, streets, alleys, areas directly above or in front of gas utility or electric utility meters, or adjacent properties.

Exception: Roof areas with a horizontal dimension of no more than 48 inches (1219mm) that will not receive snow shedding from a higher roof. The horizontal projection shall be measured perpendicular to the exterior wall line from the edge of the roof or eave to any intersecting vertical surface.

39. Section 905.1.1 Underlayment is amended to read as follows:

R905.1.1 Underlayment. An underlayment that consists of an approved self-adhering polymer modified bitumen sheet, or other similar material that meets the intent and is first approved by the building official, shall be used with all roof coverings. The underlayment shall extend up the slope of the roof from the drip edge of the roof or eave to the ridge. The underlayment shall cover the entire roof deck surface. In new construction the underlayment shall extend a minimum of 30 inches up the walls adjacent to the roof surface.

40. Section R905.1.2 Ice barriers is amended to read as follows:

R905.1.2 Ice barriers. An ice dam protection that consists of an approved self-adhering modified bitumen sheet underlayment, or other similar material that meets the intent and is first approved by the building official, shall be used at all sloped roofs. This ice dam protection underlayment shall extend up the slope of the roof from the drip-edge of the roof or eave and cover the entire roof deck surface. In new construction ice dam protection shall extend a minimum 30 inches up walls and adjacent to the roof surface.

41. Section R1004.4 Unvented gas log heaters is amended to read as follows:

R1004.4 Unvented gas log heaters. Installation of unvented gas log heaters is prohibited.

42. Section R1004 Factory Built Fireplaces is amended by adding a new subsection, R1004.6 Factory-built fireplace enclosures, to read as follows:

R1004.6 Factory-built fireplace enclosures is to read exactly as set forth in IBC Sections 718.6 as amended.

43. Section R1005 Factory Built Chimneys is amended by adding three new subsections to read as follows:

R1005.9 Factory-built chimney enclosure is to read exactly as set forth in IBC Section 718.7 as amended.

R1005.10 Limitations on the type and number of devices is to read exactly as set forth in IBC Section 2113.21 as amended.

R1005.11 Factory built chimney is to read exactly as set forth in IBC Section 2113.22 as amended.

44. **Chapter 11 Energy Efficiency** is deleted in its entirety and replaced with the 2024 International Energy Conservation Code Residential Provisions as amended in this code.

45. **Section M1503.6.1 Location** is amended by adding a new subsection M1503.6.2

M1503.6.1.2 Ducts within the Thermal Envelope. *Kitchen* exhaust makeup air that is ducted from the outdoors through ducts passing through the thermal envelope shall be insulated their entire length to an *R-value* of not less than R-8 for *ducts* 3 inches (76 mm) in diameter and larger and not less than R-6 for *ducts* smaller than 3 inches (76 mm) in diameter. Alternatively, sections of *ductwork* that are installed within ceiling insulation, surrounded with blown-in attic insulation having an *R-value* of R-30 or greater and located such that the top of the *ductwork* is not less than 3.5 inches (89 mm) below the top of the insulation shall be considered as having an effective duct insulation *R-value* of R-25.

46. **Section M1701 General** is amended by adding a new subsection M1701.3 Combustion air terminations to read as follows:

M1701.3 Combustion air terminations. All combustion air terminations shall be a minimum of 36 inches above finished grade.

47. **Section M1804.2.1 Through the roof** is amended to read as follows:

M1804.2.1 Through the roof. Vents passing through a roof shall extend through flashing and terminate in accordance with the manufacturer's installation requirements. All vents shall terminate within 5 feet of ridgeline.

48. **Section M1804.2.6 Mechanical draft systems Item 4** is amended to read as follows:

Item 4. The bottom of the vent terminal shall be located a minimum of 36 inches above finished grade.

49. **Section M2001.4 Flood-resistant installation** is amended by adding the follow

1 sentence:

2 All boiler, furnace, mechanical and water heater rooms, are to be provided with a floor
3 drain.

- 4 **50. Section M2101.10 Tests** is amended by adding the following sentence at the end of the
5 paragraph:

6 Hydronic tubing may be tested with a 50 psi air test for 30 minutes.

- 7
8 **51. Section M2103.4 Testing** is amended by adding the following sentence at the end of the
9 paragraph:

10 Hydronic tubing may be tested with a 50 psi air test for 30 minutes.

- 11
12 **52. Section M2105.28 Testing** is amended by adding the following sentence at the end of
13 the paragraph:

14 Assembled loop systems may be tested with a 50 psi air test for 30 minutes.

- 15
16 **53. Section G2406.2 Prohibited locations** is amended by eliminating Exceptions 3 and 4.

- 17 **54. Section G2406.3 Outdoor locations** is amended to add the following sentences at the
18 end of the paragraph:

19 All exterior fire pits and fireplaces shall not be installed on or under combustible
20 structures unless the entire appliance is listed and tested as one unit for that application,
21 or as first approved by the building official per R104.11 Alternative materials, design and
22 methods of construction and equipment. All listed outdoor appliances must meet all
23 manufactures' clearance requirements.

- 24
25 **55. Section G2407.6 Outdoor combustion air** is amended by adding the following
26 sentence:

27 All exterior openings for combustion air shall terminate a minimum 36 inches above
28 finished grade.

- 29 **56. Section G2407.11 Combustion air ducts Item 8** is amended to read as follows:

30 **Item 8.** Combustion air intake openings located on the exterior of a building shall have
31 the lowest side of such openings located not less than 36 inches vertically from the
32 adjoining finished grade.
33

1 **57. Section G2417.4.1 Test pressure** is amended to read as follows:

2 **G2417.4.1 Test pressure.** The test pressure to be used shall not be less than one and
3 one-half times the proposed maximum working pressure, but not less than 10 psig (69
4 kPa gauge) for threaded pipe, 60 psig for welded pipe, irrespective of design pressure.
5 Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not
6 exceed a value that produces a hoop stress in the piping greater than 50 percent of the
7 specified minimum yield strength of the pipe.

8 **58. Section G2425.8 Appliances not required to be vented** is amended by deleting the
9 Item 7.

10 **Item 7.** Room heaters listed for unvented use is deleted.

11
12 **59. Section G2427.4.1 Plastic piping** is amended by adding the following sentence:

13 All plastic piping used as vents or combustion air is to be tested with a minimum 5 psi air
14 test for 15 minutes.

15
16 **60. Section G2427.4.1 Plastic piping** is amended by adding a new subsection, Section
17 G2427.4.1.2 Existing plastic piping.

18 **Section G2427.4.1.2 Existing plastic piping.** When replacement equipment is connected
19 to existing plastic piping utilized for venting and combustion air, the plastic piping shall
20 be tested with an air pressure not to exceed 5 psi but not less than 3 psi for 15 minutes
21 before such equipment is connected thereto.

22 **61. Section G2427.8 Table G2427.8 Through-the-wall vent terminal clearance** is amended
23 to read as follows:

24 Figure Clearance A shall be 36 inches minimum above finished grade level, veranda,
25 porch, deck or balcony.

26
27 **62. Section G2432 Decorative Appliances for Installation in Fireplaces** is amended by
28 adding a new subsection, G2432.4 Gas logs, to read as follows:

29 **G2432.4 Gas logs.** Gas logs may be installed in solid-fuel-burning fireplaces provided:

30 1. The gas log is installed in accordance with the manufacturer's installation
31 instructions.

32 2. If the fireplace is equipped with a damper it shall either be removed or welded in
33 an open position.

1 3. The flue passageway shall be not less than 1 square inch per 2,000 Btu/h input and
2 not more than 4 square inches per 2,000 Btu/h input.

3 4. Gas logs shall be equipped with a pilot and shall have a listed safety shutoff valve.

4 5. Gas logs shall be vented with a Class A Chimney.

5 6. Gas logs may be installed in factory-built fireplaces only when:

6 a. The fireplace and gas logs are listed for use together as an individual unit

7 b. The fireplace is approved for use with any listed gas log

8 c. The fireplace manufacturer provides prior written approval for the installation.

9 7. Gas logs shall be provided with a motorized damper interlocked with the
10 electronic ignition of the unit.

11 **Exception:** The installation of gas logs in factory built fireplace units for which the
12 manufacturer cannot be identified or located may be approved by the building official at
13 his or her discretion. Any approval shall be based at a minimum, on written evidence
14 submitted by the gas log manufacturer that the installation of their product will not
15 compromise the integrity of the existing fireplace.

16 **63. Section G2433 Log lighters** is amended to read as follows:

17 **G2433.1 General.** Log lighters are prohibited.

18 **Exception.** Log lighters are allowed if listed as a component of EPA Phase II appliances
19 and approved by the Building Official.

20 **64. Section G2445 Unvented Room Heaters** is amended to read as follows:

21 **G2445 .1 General.** Installation of unvented room heaters is prohibited.

22 **65. Section P2501 General** is amended by adding a new subsection P2501.1.2 Intent

23 **P2501.1.2 Intent.** The intent of this code is to meet or exceed the requirements of the
24 *State of Colorado Plumbing Code*. When technical requirements, specifications or
25 standards in the *Colorado Plumbing Code* conflict with this code, the more restrictive
26 shall apply.

27 **66. Section P2503.5.1 Rough plumbing** the first paragraph is amended as follows:

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P2503.5.1 Underground and **Rough Plumbing.** Drain, waste, and vent systems shall be tested upon completion of the rough piping installation by water or by air with a maximum of 5 psi with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

67. Section P2503.7 Water-supply system testing is amended to read as follows:

P2503.7 Water-supply system testing. Upon completion of the water-supply system or a portion of it, the system or portion completed shall be tested and proved tight under a water pressure of not less than the working pressure of the system or, for piping systems, by an air test of not less than 50 psi. This pressure shall be held for not less than 15 minutes. The water used for tests shall be obtained from a potable water source.

68. Section P2801.6.2 Pan drain termination is amended to read as follows:

P2801.5.2 Pan drain termination. The pan drain shall extend full-size and terminate over a suitably located indirect waste receptor or floor drain. For replacement water heaters in existing locations without a floor drain, a water alarm wired to a solenoid valve (or equivalent) that automatically shuts off the water supply upon detection of a leak, shall meet the intent of this code. All water heater rooms in new construction shall be equipped with a floor drain.

69. Section P2804.6.1 Requirements for discharge pipe Item 5 is amended to read as follows:

Item 5. Discharge to the floor where floor drain is provided, to the pan serving the water heater or storage tank, or to a waste receptor.

70. Section P3103.1.1 Roof extension is amended to read as follows:

P3103.1.1 Roof extension. All open vent pipes which extend through a roof shall be terminated at least 12 inches above the roof and shall terminate within 5 feet of a ridge line.

71. Chapters 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43 General Requirements, Electrical Definitions, Services, Branch Circuit and Feeder Requirements, Wiring Methods, Power and Lighting Distribution, Devices and Luminaires, Appliance Installation, Swimming Pools, Class 2 Remote-Control, Signaling and Power-Limited Circuits are deleted in their entirety.

1 **8-1-6: AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE:** The following
2 sections of the International Plumbing Code, 2024 Edition, are amended to read as follows:
3

4 1. **Section 101.1** **Title** is amended by adding the name “Town of Breckenridge”.

5 2. **Section 101.3** **Purpose** is amended to add the following sentences:

6 The intent of this code is to meet or exceed the requirements of the *State of Colorado*
7 *Plumbing Code*. When technical requirements, specifications or standards in the
8 *Colorado Plumbing Code* conflict with this code, the more restrictive shall apply.

9 3. **Section 103.2** **Appointment** is amended to read exactly as set forth in IBC Section
10 103.2 as amended.

11 4. **Section 103.3** **Deputies** is amended to read exactly as set forth in IBC Section 103.3 as
12 amended.

13 5. **Section 104.8** **Liability** is amended by adding the first paragraph as written in IBC
14 Section 104.8 as amended.

15 6. **Section 105.5.3** **Expiration** is amended to read exactly as set forth in IBC Section 105.5
16 as amended.

17 7. **Section 105.5.4** **Extensions** is deleted in its entirety.

18 8. **Section 108.2** **Schedule of permit fees** is amended to read as follows:

19 **108.2 Schedule of permit fees.** The fees for plumbing work shall be in accordance
20 with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth
21 in IBC Section 109.2 as amended.

22 9. **Section 108.6** **Refunds** is amended to read as follows:

23 **108.6 Refunds.** The building official is authorized to establish a refund policy.

24 10. **Section 111.4.3** **Reinspection and Testing** is amended to read as follows:

25 **111.4.3 Re-inspections** is to read exactly as set forth in IBC Section 110.7 as amended.

26 11. **Section 112** **Means of appeals** is deleted in its entirety and reenacted to read exactly as
27 set forth in IBC Section 113.

12. **Section 114.4** **Violation penalties** is amended to read exactly as set forth in IBC Section 114.4.
13. **Section 115** **Stop work orders** is amended to read exactly as set forth in IBC Section 115 as amended.
14. **Section 301** **General** is amended by adding a new subsection, 301.8 Floor drains, to read as follows:
- 301.8 Floor Drains.** All mechanical, furnace, boiler and water heater rooms shall be provided with a floor drain.
15. **Section 305.4.1** **Sewer depth** is amended to read as follows:
- 305.4.1 Sewer depth.** Building sewers shall be installed in accordance with the standards and approval of the governing Sanitation District.
16. **Section 312.1** **Required Tests** is amended by deleting this section of the fourth sentence; “, for piping systems other than plastic,”.
17. **Section 312.3** **Drainage and Vent Air Test** is amended by deleting the first sentence; “Plastic pipe shall not be tested using air.”
18. **Section 312.7** **Gravity sewer test** is amended to read as follows:
- 312.7 Gravity sewer test.** Testing of the building sewer shall be in accordance with the standards and approval of the governing Sanitation District.
19. **Section 312.8** **Forced sewer test** is amended to read as follows:
- 312.8 Forced sewer test.** Testing of the building sewer shall be in accordance with the standards and approval of the governing Sanitation District.
20. **Section 403.1** **Minimum number of fixtures** is amended to read exactly as IBC Section 2902.1 as amended.
21. **Section 403.2** **Separate facilities Exception 2** is amended by changing the total occupant load from 15 to 30.
22. **Section 403.2** **Separate facilities** is amended by adding a exception 4 to read as follows:
- Exception 4.** Gender neutral single-user toilet facility and bathing room fixtures.

- 1 23. **Section 403.2.1** Family or assisted-use toilet facilities serving as separate facilities is
2 amended to read exactly as IBC Section 2902.1.2 as amended.
- 3 24. **Section 504.6** Requirements for discharge piping Item 5 is amended by deleting the
4 portion of the sentence “to the outdoors.”
- 5 25. **Section 504.7.2** Pan drain termination is amended to read as follows:
- 6 **504.7.2 Pan drain termination.** The pan drain shall extend full-size and terminate over
7 a suitably located indirect waste receptor or floor drain. For replacement water heaters in
8 existing locations without a floor drain, a water alarm wired to a solenoid valve (or
9 equivalent) that automatically shuts off the water supply upon detection of a leak, shall
10 meet the intent of this code. All water heater rooms in new construction shall be equipped
11 with a floor drain.
- 12 26. **Section 608.18.1** Well locations through **Section 608.18.8** Drainage are deleted in
13 their entirety.
- 14 27. **Section 610.1** General is amended to read as follows:
- 15 **610.1 General.** New or repaired potable water systems shall be purged of deleterious
16 matter and disinfected prior to utilization. The method to be followed shall be that
17 prescribed by the Town of Breckenridge Water Department.
- 18 28. **Section 701.2** Connection to sewer required is amended to read as follows:
- 19 **701.2 Connection to sewer required.** Every building in which plumbing fixtures are
20 installed and all premises having drainage piping shall be connected to a public sewer.
- 21 29. **Section 903.1** Roof extension is amended to read as follows:
- 22 **903.1 Roof extension.** All open vent pipes which extend through a roof shall terminate
23 at least 12 inches above the roof and within 5 feet of a ridgeline.
- 24 30. **Section 1106.1** General is amended to read as follows:
- 25 **1106.1 General.** The size of the vertical conductors and leaders, building storm drains,
26 building storm sewers, and any horizontal branches of such drains or sewers shall be
27 based on the 100-year hourly rainfall rate of two inches per hour.
- 28 31. **Section 1109.1** General is amended to read as follows:
- 29 **1109.1 General.** Combination sanitary and storm drains or sewers are prohibited.
- 30

1
2 **8-1-7: AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE:** The
3 following sections of the International Mechanical Code, 2024 Edition, are amended to read as
4 follows:
5

- 6 1. **Section 101.1** **Title** is amended by adding the name “Town of Breckenridge.”
- 7 2. **Section 103.2** **Appointment** is amended to read exactly as set forth in IBC Section
8 103.2 as amended.
- 9 3. **Section 103.3** **Deputies** is amended to read exactly as set forth in IBC Section 103.3 as
10 amended.
- 11 4. **Section 104.8** **Liability** is amended to read exactly as set forth in IBC Section 104.8 as
12 amended.
- 13 5. **Section 105.4.3** **Expiration** is amended to read exactly as set forth in IBC Section 105.5
14 as amended.
- 15 6. **Section 105.4.4** **Extensions** is deleted in its entirety.
- 16 7. **Section 108.2** **Schedule of permit fees** is amended to read as follows:
17 **108.2 Schedule of permit fees.** The fees for mechanical work shall be in accordance
18 with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth
19 in IBC Section 109.2 as amended.
- 20 8. **Section 108.6** **Refunds** is amended to read as follows:
21 **108.6 Refunds.** The building official is authorized to establish a fee refund policy.
- 22 9. **Section 111.3.3** **Reinspection and testing** is amended to read as exactly as set forth in
23 IBC Section 110.7 as amended.
- 24 10. **Section 112** **Means of appeal** is deleted in its entirety and reenacted to read exactly as
25 set forth in IBC Section 113.
- 26 11. **Section 114.4** **Violation penalties** is amended to read exactly as set forth in IBC
27 Section 114.4.
- 28 12. **Section 115** **Stop work order** is amended to read exactly as set forth in IBC Section
29 115 as amended.

- 1 **13. Section 202 Definitions** is amended by adding the following definitions within the
2 alphabetical order of the existing definitions:

3 CERTIFIED SOLID FUEL BURNING DEVICE: A solid fuel burning
4 device that is certified by the Air Pollution Control Division of the
5 Colorado Department of Health or approved by the building official as
6 meeting the emission standards set forth in Section IV of Regulation No. 4
7 of Volume I of the Colorado Air Quality Control Commission (EPA Phase
8 II or III).

9
10 SOLID FUEL BURNING DEVICE: Any fireplace, stove, firebox, or
11 other device intended and or used for the purpose of burning wood, coal,
12 pulp, paper, pellets or other nonliquid or non-gaseous fuel.
13

- 14 **14. Section 301 General** is amended by adding a new subsection, 301.19 Floor Drains, to
15 read as follows:

16 **301.19 Floor Drains.** All mechanical rooms (furnace, boiler, water
17 heater rooms) shall be provided with a floor drain.
18

- 19 **15. Section 505.4 Makeup air required** is amended by adding a new subsection 505.4.1
20 Ducts within the Thermal Envelope.

21 **505.4.1 Ducts within the Thermal Envelope.** *Kitchen* exhaust makeup air that is
22 ducted from the outdoors through ducts passing through the thermal envelope shall be
23 insulated their entire length to an *R-value* of not less than R-8 for *ducts* 3 inches (76 mm)
24 in diameter and larger and not less than R-6 for *ducts* smaller than 3 inches (76 mm) in
25 diameter. Alternatively, sections of *ductwork* that are installed within ceiling insulation,
26 surrounded with blown-in attic insulation having an *R-value* of R-30 or greater and
27 located such that the top of the *ductwork* is not less than 3.5 inches (89 mm) below the top
28 of the insulation shall be considered as having an effective duct insulation *R-value* of R-
29 25.
30

- 31 **16. Section 509.1 Where required** is amended by adding the following paragraph.

32 All fire suppression systems required by this code shall be inspected and
33 approved by a special inspector. The special inspector shall be an
34 authorized representative of the Red White and Blue Fire Protection
35 District.
36

- 37 **17. Section 701.1 Scope** is amended by adding a new subsection, 701.1.1 Vent and
38 combustion air ducts, to read as follows:

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701.1 Vent and combustion air ducts. Vent and combustion air ducts shall terminate a minimum of 36 inches above finished grade.

18. **Section 804.3.4 Horizontal terminations** is amended by changing Item 6 to read as follows:

Item 6. The bottom of the vent termination shall be located at least 36 inches above finished grade.

19. **Section 805 Factory-Built Chimneys** is amended by adding new subsections to read exactly as set forth in IBC Sections 718.6, 718.7, and 2113.22 as amended.

20. **Section 903.3 Unvented gas log heaters** is amended to read as follows:

903.3 Unvented gas log heaters. Unvented gas log heaters are prohibited.

21. **Section 905 Fireplace Stoves and Room Heaters** is amended by adding a new subsection, 905.4 Limitation on the type and number of devices, to read as follows:

905.4 Limitation on the type and number of devices is added to read exactly as set forth in IBC Section 2113.21 as amended.

22. **Section 1208.1 General** is amended by adding the following sentences at the end of the paragraph.

Hydronic tubing may be tested with a 50 psi air test for a minimum of 30 minutes. Assembled loop systems may be tested with a 50 psi air test for a minimum of 30 minutes.

8-1-8: AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE: The following sections of the International Fuel Gas Code, 2024 Edition, are amended to read as follows:

1. **Section 101.1 Title** is amended by adding the name “Town of Breckenridge.”
2. **Section 103.2 Appointment** is amended to read exactly as set forth in IBC Section 103.2 as amended.
3. **Section 103.3 Deputies** is amended to read exactly as set forth in IBC Section 103.3 as amended.

- 1 **4. Section 104.8 Liability** is amended to read exactly as set forth in IBC Section 104.8 as
2 amended.
- 3 **5. Section 105.5.3 Expiration** is amended to read exactly as set forth in IBC Section 105.5
4 as amended.
- 5 **6. Section 105.5.4 Extensions** is deleted in its entirety.
- 6 **7. Section 108.2 Schedule of permit fees** is amended to read as follows:
- 7 **108.2 Schedule of permit fees.** The fees for fuel gas mechanical/ plumbing work shall
8 be in accordance with the Town of Breckenridge Building Permit and Inspection Fee
9 Schedule as set forth in IBC Section 109.2 as amended.
- 10 **8. Section 108.6 Refunds** is amended to read as follows:
- 11 **108.6 Refunds.** The building official is authorized to establish a fee refund policy.
- 12 **9. Section 111.3.3 Reinspections and testing** is amended to read as follows:
- 13 **111.3.3 Re-inspections** is to read exactly as set forth in IBC Section 110.7 as amended.
14
- 15 **10. Section 112 Means of Appeal** is deleted in its entirety and reenacted to read exactly as
16 set forth in IBC Section 113.
- 17 **11. Section 113.4 Violation penalties** is amended to read exactly as set forth in IBC
18 Section 114.
- 19 **12. Section 114 Stop work orders** is amended to read exactly as set forth in IBC Section
20 115 as amended.
- 21 **13. Section 303.2 Hazardous locations** is amended by adding the following sentences to
22 read as follows:
- 23 All exterior fire pits and fireplaces shall not be installed on or under combustible
24 structures unless the entire appliance is listed and tested as one unit for that application,
25 or as first approved by the building official per IBC Section 104.2.3 Alternative
26 materials, design and methods of construction and equipment. All listed outdoor
27 appliances must meet all manufactures' clearance requirements.
28
- 29 **14. Section 303.3 Prohibited locations** is amended by deleting Exceptions 3 and 4.
- 30 **15. Section 304.11 Combustion air ducts Item 8** is amended to read as follows:

1 **Item 8.** Combustion air intake openings located on the exterior of a building shall have
2 the lowest side of such openings located a minimum of 36 inches above finished grade.
3

4 **16. Section 304.11 Combustion air ducts** is amended by adding Item 9 to read as follows:

5 **Item 9.** Combustion air duct terminations shall terminate a minimum of 36 inches above
6 finished grade.
7

8 **17. Section 406.4.1 Test pressure** is amended to read as follows:

9 **406.4.1 Test pressure.** The test pressure to be used shall not be less than one and one-
10 half times the proposed maximum working pressure, but not less than 10 psig (69 kPa
11 gauge) for threaded pipe, 60 psig for welded pipe, irrespective of design pressure. Where
12 the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a
13 value that produces a hoop stress in the piping greater than 50 percent of the specified
14 minimum yield strength of the pipe.
15

16 **18. Section 501.8 Equipment not required to be vented** is amended by deleting Items 8
17 and 10.

18 **19. Section 503.4.1 Plastic piping** is amended by adding the following sentence:

19 All plastic piping used as vents or combustion air is to be tested with a 5 psi air test for a
20 minimum of 15 minutes.
21

22 **20. Section 503.4.1 Plastic piping** is amended by adding a new subsection, Section
23 503.4.1.2 Existing plastic piping.

24 Section 503.4.1.2 Existing plastic piping. When replacement equipment is connected to
25 existing plastic piping utilized for venting and combustion air, the plastic piping shall be
26 tested with an air pressure not to exceed 5 psi but not less than 3 psi for 15 minutes
27 before such equipment is connected thereto.

28 **21. Section 503.8 Table 503.8** Through-the-wall vent terminal clearance is amended to read
29 as follows:

30 Figure Clearance A shall be 36 inches minimum above finished grade level, veranda,
31 porch, deck or balcony.
32

33 **22. Section 506 Factory Built Chimneys** is amended by adding new subsections to read
34 exactly as IBC Sections 718.6, 718.7, 2113.21, and 2113.22 as amended.

35 **23. Section 602.1 General** is amended to read as follows:

BUILDING CODES ORDINANCE

1 **602.1 General.** Decorative appliances for installation in approved solid fuel-burning
2 fireplaces shall be tested in accordance with ANSI Z21.60 and shall be installed in
3 accordance with the manufacturer's installation instructions.

4 **24. Section 602 Decorative Appliances for Installation in Fireplaces** is amended by
5 adding a new subsection, 602.4 Gas Logs, to read as follows:

6 **602.4 Gas Logs.** Gas logs may be installed in solid-fuel-burning fireplaces provided:

- 7 1. The gas log is installed in accordance with the manufacturer's installation
8 instructions.
- 9 2. If the fireplace is equipped with a damper it shall either be removed or welded
10 in an open position.
- 11 3. The flue passageway shall be not less than 1 square inch per 2,000 Btu/h input
12 and not more than 4 square inches per 2,000 Btu/h input.
- 13 4. Gas logs shall be equipped with a pilot and shall have a listed safety shutoff
14 valve.
- 15 5. Gas logs shall be vented with a Class A Chimney.
- 16 6. Gas logs may be installed in factory-built fireplaces only when:
 - 17 a. The fireplace and gas logs are listed for use together as an individual unit
 - 18 b. The fireplace is approved for use with any listed gas log
 - 19 c. The fireplace manufacturer provides prior written approval for the
20 installation.
- 21 7. Gas logs shall be provided with a motorized damper interlocked with the
22 electronic ignition of the unit.

23 **Exception:** The installation of gas logs in factory built fireplace units for which the
24 manufacturer cannot be identified or located may be approved by the building official at
25 his or her discretion. Any approval shall be based at a minimum, on written evidence
26 submitted by the gas log manufacturer that the installation of their product will not
27 compromise the integrity of the existing fireplace.

28 **25. Section 603.1 General** is amended to read as follows:

1 **603.1 General.** Log lighters are prohibited.

2 **26. Section 618.3 Prohibited sources** is amended by adding a new subsection, 618.4.1
3 Outside air sources, to read as follows:

4 **618.4.1 Outside air sources.** Outside air shall not be obtained from an exterior opening
5 less than 36 inches from finished grade.

6 **27. Section 621 Unvented Room Heaters** is deleted in its entirety.

7
8 **8-1-9: AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION**
9 **CODE:** The following sections of the International Energy Conservation Code, 2024Edition, are
10 amended to read as follows:

11
12 **1. C101.1, Title** is amended as follows:

13 This code shall be known as the Energy Conservation Code of the Town of Breckenridge
14 and shall be cited as such. It is referred to herein as “this code”.

15
16 **2. Section C103.1 Creation of Enforcement Agency**, is amended by adding the name of
17 the “Town of Breckenridge Building Division.” The rest of the section will remain
18 unchanged.

19 **Section C103.1 Creation of enforcement agency.** The Town of Breckenridge Building
20 Division is hereby created.

21 **3. Section C105.6.2 Compliance Documentation**, is deleted in its entirety.

22 **4. Section C401.2 Application** is amended to read as follows:

23 **C401.2 Application.** Commercial buildings shall comply with all the following:

- 24 **1.** The Colorado Model Electric-Ready and Solar Ready Code commercial
25 provisions as found in the new Section C410 of the Colorado Model Low Energy
26 and Carbon Code (LECC), (with the exception of the EV requirements found in
27 Section C410 of this code).
28
29 **2.** Section C409 Renewable Energy Mitigation Program (REMP), of this code,
30 **3.** Section C410 Electric Vehicle (EV) Ready, of this code, and
31 **4.** Either Section C401.2.1 or C401.2.2, of this code.
32

1 **5. Section C401.2.1** is amended to read as follows:

2 **C401.2.1 International Energy Conservation Code.** Commercial buildings shall comply
3 with one of the following:

4
5 1. *Prescriptive Compliance.* The Prescriptive Compliance option requires compliance
6 with Sections C401.2, C402 through C406 and Section C408. Dwelling units and
7 sleeping units in Group R-2 buildings shall be deemed to be in compliance with this
8 chapter, provided that they comply with Sections C401.2 and R406.

9
10 2. *Simulated Building Performance.* The *Simulated Building Performance* option
11 requires compliance with Section C401.2 and ANSI/ASHRAE/IES 90.1 Appendix G,
12 as modified to be based on Site Energy Use Intensity in accordance with Section I6 of
13 Informative Appendix I. Section C407 of this code is deleted entirely. Utilizing the
14 Simulated Building Performance Option removes all requirements of the IECC and
15 replaces them with all requirements of ASHRAE 90.1-2022 as applicable, with the
16 exception of the requirement for compliance with the Colorado Electric Ready and
17 Solar Ready Code as amended by Section C410 of this code, and Section C409
18 REMP.

19
20 **Exception:** *Additions, alterations, repairs* and changes of occupancy to existing
21 buildings complying with Chapter 5, unless called out within Section C410 of the Model
22 Low Energy and Carbon Code or REMP.
23

24 **6. Section C401.2.2** is amended to read as follows:

25 **C401.2.2 ASHRAE 90.1.** Commercial buildings shall comply with Section C410 of the
26 Model Low Energy and Carbon Code as amended to include Section C410 of this code,
27 Section C409 REMP, and ASHRAE 90.1-2022. The Energy Cost Budget pathway is
28 deleted. ANSI/ASHRAE/IES 90.1 Appendix G is modified to be based on Site Energy Use
29 Intensity in accordance with Section I6 of Informative Appendix I.
30

31 **7. Section C402.1** is amended to read as follows:

32 **C402.1 General.** Building thermal envelope assemblies for buildings that are intended to
33 comply with the code in accordance with the Prescriptive Compliance path described in
34 Item 1 of Section C401.2.1 shall comply with the following:

35
36 1. The opaque portions of the building thermal envelope shall comply with the specific
37 insulation requirements of Section C402.2 and the thermal requirements of Section
38 C402.1.2, C402.1.3 or C402.1.4. Where the total area of through penetrations of

mechanical equipment is greater than 1 percent of the opaque above-grade wall area, the building thermal envelope shall comply with Section C402.1.2.1.8.

2. Wall solar reflectance and thermal emittance shall comply with Section C402.3.

3. Roof solar reflectance and thermal emittance shall comply with Section C402.4

4. Fenestration in the building thermal envelope shall comply with Section C402.5. Where buildings have a vertical fenestration area or skylight area greater than that allowed in Section C402.5, the building and building thermal envelope shall comply with Item 2 of Section C401.2.1, C401.2.2 or C402.1.4.

5. Air leakage of building thermal envelope shall comply with Section C402.6. Air barrier and air sealing details, including the location of the *air barrier*, shall comply with Section C105.2. Proof that an *approved* third party for *air leakage* testing has been engaged shall be provided.

6. Thermal bridges in above-grade walls shall comply with Section C402.7.

7. Walk-in coolers, walk-in freezers, refrigerated warehouse coolers and refrigerated warehouse freezers shall comply with Section C403.12.

8. Section C402.1.4 Component Performance Method is amended to read as follows:

C402.1.4 Component performance method. Building thermal envelope values and fenestration areas determined in accordance with Equation 4-1 shall be an alternative to compliance with the maximum allowable fenestration areas in Section C402.5.1. Fenestration shall meet the applicable SHGC requirements of Section C402.5.3.

Equation 4-1 $AP + BP + CP + \square AT + BT + CT + - VF - VS$

where:

AP = Sum of the (area × U-factor) for each proposed building thermal envelope assembly, other than slab-on-grade or below-grade wall assemblies.

BP = Sum of the (length × F-factor) for each proposed slab-on-grade edge condition.

CP = Sum of the (area × C-factor) for each proposed below-grade wall assembly.

AT = Sum of the (area × U-factor permitted by Tables C402.1.2 and C402.5) for each proposed building thermal envelope assembly, other than slab-on-grade or below-grade wall assemblies.

BT = Sum of the (length × F-factor permitted by Table C402.1.2) for each proposed slab-on-grade edge condition.

CT = Sum of the (area × C-factor permitted by Table C402.1.2) for each proposed below-grade wall assembly.

1 PF = Maximum vertical fenestration area allowable by Section C402.5.1, C402.5.1.1 or
2 C402.5.1.2.
3 QF = Proposed vertical fenestration area.
4 RF = QF – PF, but not less than zero (excess vertical fenestration area).
5 SF = Area-weighted average U-factor permitted by Table C402.5 of all vertical fenestration
6 assemblies.
7 TF = Area-weighted average U-factor permitted by Table C402.1.2 of all exterior opaque
8 wall assemblies.
9 UF = SF – TF (excess U-factor for excess vertical fenestration area).
10 VF = RF × UF (excess U × A due to excess vertical fenestration area).
11 PS = Maximum skylight area allowable by Section C402.1.2.
12 QS = Actual skylight area.
13 RS = QS – PS, but not less than zero (excess skylight area).
14 SS = Area-weighted average U-factor permitted by Table C402.5 of all skylights.
15 TS = Area-weighted average U-factor permitted by Table C402.1.2 of all opaque roof
16 assemblies.
17 US = SS – TS (excess U-factor for excess skylight area).
18 VS = RS × US (excess U × A due to excess skylight area).
19

20 **9. Section C403.1** is amended to read as follows:

21 **C403.1 General.** Mechanical systems and equipment serving the building heating, cooling,
22 ventilating or refrigerating needs shall comply with one of the following:
23

24 1. Section C403.1.1 and Sections C403.2 through C403.17.

25
26 2. Data Centers shall comply with Section C403.1.1, Section C403.1.2 and Sections
27 C403.6 through C403.17.
28

29 **10. Section C403.12.2 Snow- and ice-melt system controls** is amended to read as follows:

30 **C403.14.2 Snow- and ice-melt system controls.**

31 Snow- and ice-melt system controls shall include automatic controls in accordance with
32 REMP Section C409.3.2, #2.
33

34 **11. Section C404 Service Water Heating** is amended by adding the following new Section
35 C404.11:

36 **C404.11 Building Water Use Reduction.** All commercial buildings shall comply
37 with the requirements as set forth in Section C404.11 and as shown in Table
38 C404.11.1.

Exception: All structures complying with the Department of Energy's Zero Energy Ready Home National Program do not have to comply with Section C404.11.

Table C404.11.1. PLUMBING FIXTURES AND FITTINGS REQUIREMENTS

PLUMBING FIXTURE	MAXIMUM
Water Closets (toilets) - flushometer single-flush valve type	Single-flush volume of 1.28 gal (4.8 L)
Water Closets (toilets) - flushometer dual-flush valve type	Full-flush volume of 1.28 gal (4.8 L)
Water Closets (toilets) - single-flush tank-type	Single-flush volume of 1.28 gal (4.8 L)
Water Closets (toilets) - dual-flush tank-type	Full-flush volume of 1.28 gal (4.8 L)
Urinals	Flush volume 0.5 gal (1.9 L)
Public lavatory faucets	Flow rate - 0.5 gpm (1.9 L/min)
Public metering self-closing faucet	0.25 gal(1.0 L) per metering cycle
Residential bathroom lavatory sink faucets	Flow rate - 1.5 gpm (5.7 L/min)
Residential kitchen faucets	Flow rate - 1.8 gpm (6.8 L/min) ^a
Residential showerheads	Flow rate - 2.0 gpm (7.6 L/min)

PLUMBING FIXTURE	MAXIMUM
Residential shower compartment (stall) in dwelling units and guest rooms	Flow rate from all shower outlets total of 2.0 gpm (7.6 L/min)211 elk

a. With provision for a temporary override to 2.2 gpm (8.3 L/min) as specified in Section 404.11.1(g)

C404.11.1 Plumbing Fixtures and Fittings.

Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the following requirements as shown in Table C404.11.1.

A. Water Closets (toilets) - flushometer valve type. For single-flush, maximum flush volume shall be determined in accordance with ASME A112.19.2/CSA B45.1 and shall not exceed 1.28 gal (4.8 L) per flush. For dual-flush, the full flush volume shall not exceed 1.28 gal (4.8L) per flush. Dual -flush fixtures shall also comply with the provisions of ASME A112.19.14.

B. Water Closets (toilets) - tank-type. Tank-type water closets shall be certified to the performance criteria of the USEPA WaterSense Tank-Type High-Efficiency Toilet Specification and shall have a maximum full-flush volume of 1.28 gal (4.8L) per flush. Dual-flush fixtures shall also comply with the provisions of ASME A112.19.14.

C. Urinals. Maximum flush volume, when determined in accordance with ASME A112.19.2/CBA B45.1, shall not exceed 0.5 gal (1.9L) per flush. Flushing urinals shall comply with the performance criteria of the USEPA WaterSense Specification for Flushing Urinals. Non-water urinals shall comply with ASME A112.19.19 (vitreous china) or IAPMO Z124.9 (plastic) as appropriate.

D. Public Lavatory Faucets. Maximum flow rate shall not exceed 0.5 gpm (1.9L/min) when tested in accordance with ASME A112.18.1/CSA B 125.1.

E. Public Metering Self-Closing Faucet. Maximum water use shall not exceed 0.25 gal (1.0 L) per metering cycle when tested in accordance with ASME A112.18.1/CSA B125.1.

F. Residential Bathroom Lavatory Sink Faucets. Maximum flow rate shall not exceed 1.5 gpm (5.7 L) when tested in accordance with ASME A112.18.1/CSA

1 B125.1. Residential WaterSense High-Efficiency Lavatory Faucet
2 Specifications.

3 G. Residential Kitchen Faucets. Maximum flow rate shall not exceed 1.8 gpm
4 (6.8 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1.
5 Kitchen faucets shall be permitted to temporarily increase the flow greater than
6 1.8 gpm (6.8 L/min) but shall not exceed 2.2 gpm (8.3 L/min) and must
7 automatically revert to the established maximum flow rate of 1.8 gpm (6.8
8 L/min) upon physical release of the activation mechanism or closure of the
9 faucet valve.

10 H. Residential Showerheads. Maximum flow rate shall not exceed 2.0 gpm (7.6
11 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1.
12 Residential showerheads shall comply with the performance requirements of
13 the USEPA WaterSense Specifications for Showerheads.

14
15 I. Residential Shower Compartment (stall) in Dwelling Units and Guest
16 Rooms. The allowable flow rate from all shower outlets (including rain
17 systems, waterfalls, body sprays, and jets) that can operate simultaneously shall
18 be limited to a total of 2.0 gpm (7.6 L/min).

19 **Exception:** Where the area of a shower compartment exceeds 2600 inch² (1.7
20 m²), an additional flow of 2.0 gpm (7.6 L/min) shall be permitted for each
21 multiple of 2600 inch² (1.7 m²) of floor area or fraction thereof.

22 J. Water Bottle Filling Stations. Water bottle filling stations shall be an integral
23 part of, or shall be installed adjacent to, not less than 50% of all drinking
24 fountains installed indoors on the premises.

25 26 **C404.11.2 Appliances.**

27 Commercial appliances shall comply with the following requirements:

28 A. Clothes Washers and Dishwashers installed within dwelling units shall
29 comply with the ENERGY STAR program requirements for Clothes Washers
30 and ENERGY STAR Program requirements for Dishwashers. Maximum water
31 use shall be as follows:

32 1. Clothes Washers - Maximum water factor (WF) of 5.4 gal/ft³ of drum
33 capacity (0.7 L/L of drum capacity)

34 2. Dishwashers - Standard size dishwashers shall have a maximum WF 3.8
35 gal/full operating cycle (14.3 L/full operating cycle). Compact sizes shall
36 have a maximum WF of 3.5 gal/full operating cycle (13.2 L/full operating

cycle). Standard and compact size shall be defined by ENERGY STAR criteria.

B. Clothes washers installed in publicly accessible spaces (multifamily and hotel common areas), and coin/card operated clothes washers of any size used in laundromats, shall have a maximum WF of 4.0 gal/ft³ of drum capacity during normal cycle (.053 L/L of drum capacity during normal cycle).

C. Commercial dishwashers in commercial food service facilities shall meet all ENERGY STAR requirements as listed in the ENERGY STAR Program requirements for Commercial Dishwashers, Version 2.0.

C404.11.3 Commercial Food Service Operations.

Commercial food service operations (restaurants, cafeterias, food preparation kitchens, caterers, etc.) shall comply with the following requirements:

A. Shall use high-efficiency pre rinse spray valves (I.e. valves that function at 1.3 gpm (4.9 L/min) or less and comply with a 26 second performance requirement when tested in accordance with ASTM F2324.

B. Shall use dishwashers that comply with the requirements of the ENERGY STAR Program for Commercial Dishwashers.

C. Shall use boiler-less/connectionless food steamers that consume no more than 2.0 gal/h (7.5 L/h) in the full operational mode.

D. Shall use combination ovens that consume not more than 10 gal/h (38 L/h) in full operational mode.

E. Shall use air-cooled ice machines that comply with the requirements of the ENERGY STAR Program for Commercial Ice Machines.

F. Shall be equipped with hands-free faucet controllers (foot controllers, sensor activated, or other) for all faucet fittings within the food preparation area of the kitchen and the dish room, including pot sinks and washing sinks.

C404.11.4 Medical and Laboratory Facilities.

Medical and laboratory facilities, including clinics, hospitals, medical centers, physician and dental offices, and medical and nonmedical laboratories of all types shall comply with the following:

A. Use only water-efficient steam sterilizers equipped with:

1. Water-tempering devices that allow water to flow only when the discharge of condensate or hot water from the sterilizer exceeds 140°F (60°C).

2. Mechanical vacuum equipment in place of venture-type vacuum systems for vacuum sterilizers.

B. Use film processor water-recycling units where large-frame X-ray films of more than 6 inches (150 mm) in either length or width are processed.

Exception: Small dental X-ray equipment is exempt from this requirement.

C. Use digital imaging and radiography systems where the digital networks are installed.

D. Use a dry-hood scrubber system or, if the applicant determines that a wet-hood scrubber is required, the scrubber shall be equipped with a water recirculation system. For perchlorate hoods and other applications where a hood wash-down system is required, the hood shall be equipped with self-closing valves on those wash down systems.

E. Use only dry vacuum pumps unless fire and safety codes (International Fire Code) for explosive, corrosive, or oxidative gases require a liquid ring pump.

F. Use only efficient water treatment systems that comply with the following criteria:

1. For all filtration processes, pressure gauges shall determine and display when to backwash or change cartridges.

2. For all ion exchange and softening processes, recharge cycles shall be set by volume of water treated or based on conductivity or hardness.

3. For reverse osmosis and nanofiltration equipment with a capacity greater than 27 gal/h (100 L/h), reject water shall not exceed 60% of the feed water and shall be used as scrubber feed water or for the other beneficial uses on the project site.

4. Simple distillation is not an acceptable means of water purification.

G. With regard to food service operations within medical facilities, comply with Section 404.11.3.

1 **12. Section C405.2.8.1 Demand Responsive Lighting Control Function** is amended to
2 read as follows:

3 **C405.2.8.1 Demand responsive lighting control function.** Where installed, demand
4 responsive controls for lighting shall be capable of the following: (remainder of section
5 unchanged)

6 **13. Section C405.2.10.2 Sleeping Units in Congregate Living Facilities** subnumeral 2 is
7 amended to read as follows:

8 **C405.2.10.2 Sleeping units in congregate living facilities.**

9 2. Each unit shall have a manual control by the entrance that turns off all lighting and
10 where installed, switched receptacles in the unit, except for lighting in bathrooms and
11 kitchens. The manual control shall be marked to indicate its function.
12

13 **14. Section C405.15 Renewable energy systems** is deleted in its entirety.
14

15
16 **15. Section C406** is deleted in its entirety and replaced with Section C406 of the Colorado
17 Model Low Energy and Carbon Code.
18

19 **16. Section C409** is deleted in its entirety and replaced as follows:
20

C409 Title.

21 Renewable Energy Mitigation Program (REMP) – Commercial Provisions

22 **C409.1 Scope.**

23 This section establishes criteria for compliance with the Breckenridge Renewable
24 Energy Mitigation Program (REMP). The scope of this program includes exterior
25 energy uses and energy production to offset exterior energy use.

26 **C409.2 Mandatory Requirements.**

27 Mandatory Requirements. Compliance with this section requires that the provisions of
28 this section be followed for all exterior energy use. Compliance with this section will be
29 documented via the free Public Domain tool "Breckenridge REMF Calculation Sheet"
30 in the most current version at the time of permit application. Projected energy use,
31 associated energy offset required, fees and credits are defined within this tool.

Credits for on-site renewable energy. The payment-in-lieu option is voluntary. Applicants interested in exterior energy use systems can alternatively choose to produce on-site renewable energy with renewable energy systems such as solar photovoltaics and/or solar hot water, wind, or micro-hydro. The energy efficient technology of ground source heat pumps is also permitted for supplemental on-site energy.

C409.3 Exterior energy uses.

Commercial exterior energy uses (per list below) may be installed only if the supplemental energy meets the requirements of the Renewable Energy Mitigation Program. This applies to all installation for which an application for a permit is filed or is by law required to be filed with or without an associated Building Permit. This does not apply to work on existing systems that were permitted prior to this code.

1. Snowmelt (i.e. driveways, patios, walkways, etc.)
2. Exterior pools
3. Exterior hot tubs and spas
4. Permanent natural gas or electric systems for heating outdoor commercial spaces.

C409.3.1 On-site renewable credits.

Credits for renewable energy production will be calculated and applied per "Breckenridge REMP Calculation Sheet" for energy generated on-site. Renewable energy methods listed in the calculator include: solar photovoltaic, solar thermal, ground source heat pumps, hydroelectric and wind power. Provision for alternative method calculations is also provided, but it will require specific review and approval by the Building Official.

C409.3.2 Snowmelt systems.

1. R-15 insulation shall be installed under all areas to be snowmelted.
2. Required snowmelt controls. All systems are required to have automated controls to limit operation to when moisture is present, outdoor air temperature is below 40F and above 20F, and the slab temperature shall be controlled via slab temperature sensing to a maximum of 38F. Idling of commercial slabs is only allowed where public safety is a factor.
3. Snowmelt heating appliances will have a minimum efficiency of 95% AFUE. Electric resistance and heat pump heaters will be allowed. Where condensing boilers are used,

the boiler supply water temperature shall be a maximum of 130F to allow for efficient boiler operation.

4. Up to 100 square feet of snowmelt per emergency egress pathway is exempt.

C409.3.3 Exterior pools.

1. Pool covers are required for all pools, with a minimum R-value of 2.

2. Pool heating appliances will have a minimum efficiency of 92% AFUE. Electric resistance and heat pump heaters will be allowed. Where condensing boilers are used, the boiler supply water temperature shall be a maximum of 130F to allow for efficient boiler operation.

C409.3.4 Exterior hot tubs and spas.

1. Hot tub and spa covers are required for all hot tubs and spas, with a minimum R-value of 12.

2. Hot tub and spa heating appliances will have a minimum efficiency of 92% AFUE. Electric resistance and heat pump heaters will be allowed. Where condensing boilers are used, the boiler supply water temperature shall be a maximum of 130F to allow for efficient boiler operation.

C409.3.5 Other permanent natural gas or electric heating and cooking elements.

1. A combined 350,000 BTU budget is allowed for permanent natural gas or electric heating and cooking elements at a reduced renewable offset requirement.

C409.3.6 Gas fireplace, firepit, fire table controls.

Commercial outdoor natural gas fireplaces, firepits, and fire tables shall include timers required to limit the run time of the system. Controls and switching shall be configured so as not to allow continuous operation.

C409.3.7 Electric heat tape controls.

Electric roof and gutter deicing systems shall include either automatic controls capable of shutting off the system when outdoor temperature is above 40F and below 25F, and which limit the use of the system to daylight hours by means of a programmable timer or automated clock, or moisture detection sensors.

C409.4 Permit Validity.

A permit shall not be valid until all fees as in effect at the time of permit submittal are paid in full, or the renewable energy system is proposed for on-site credit. Nor shall a change order to the permit be released until the additional fees, if any, have been paid. REMP compliance will be verified at Certificate of Occupancy or Certificate of Completion according to the proposed plans. C.O. can be withheld if the project is non-compliant.

C409.5 Pre-existing systems.

Pre-existing systems, for which a prior permit was applied for and granted prior to the effective date of this code, are exempt from this program. Additions or expansions of existing systems that require a permit will require compliance with this above code program.

Pre-existing systems for which a prior REMP payment was paid and which seek to be replaced shall receive a pro-rated credit calculated by the number of years since prior REMP payment divided by 20 years. For example, a REMP payment made for a system permitted 10 years prior to the current replacement being sought will receive credit for ½ of the prior REMP payment and that amount shall be deducted from the REMP payment owed on the replacement. For renewable systems installed on site, full credit will be given for up to 20 years after the date of installation. Credits will only be applied to properly permitted and functioning systems within the scope of the adopted Energy Code and applicable Mechanical and Electrical Codes. Systems installed prior to 20 years before the date of permit application are not eligible for pro-ration of system credits.

Upgrades to existing mechanical equipment (boilers, heat pumps, HVAC equipment, etc.) or renewable energy systems will not require submittal to the REMP program.

C409.6 Solar photovoltaic systems.

System designer and installer must be certified by Colorado Solar Energy Industries Association (COSEIA) or North American Board of Certified Energy Practitioners (NABCEP), or a licensed Professional Engineer in the State of Colorado.

C409.6.1 Solar thermal.

The size of solar hot water systems is limited to 500 square feet of collector area absent approval by the Building Official. Systems larger than this limit will be considered but will require documentation showing year-round utilization of the system.

C409.6.2 Ground source heat pumps.

In order to use ground source heat pumps for on-site renewable credit, the GSHP system must supply at least 20% of the peak load for heating all the exterior energy uses. Each GSHP shall be tested and balanced and the design engineer shall certify in writing that it meets or exceeds a design coefficient of performance of 3.0 inclusion of source pump power. Design conditions for determining COP will be 30F ground loop temperature measured at the GSHP inlet, and 110F GSHP load side outlet.

17. Section C410 New **Section C410** is added as follows:

C410 Electric Vehicle (EV) Ready.

C410.1 General. The provisions of this section shall be applicable for new *commercial buildings*, and major renovations and *additions*.

C410.2 Electric Vehicle Power Transfer Infrastructure. Where new parking is provided for *commercial buildings*, it shall be provided with electric vehicle power transfer infrastructure in accordance with Sections C410.2.1 through C410.2.8.

C410.2.1 Quantity. The number of required *EVSE installed spaces*, *EV ready spaces*, *EV capable spaces*, and *EV capable light spaces* shall be determined in accordance with this section and Table C410.2.1 based on the total number of vehicle parking spaces provided and shall be rounded up to the nearest whole number. This includes all covered parking under carports or detached garages.

Table C410.2.1 EV Power Transfer Infrastructure Requirements

Building Type/Space Type	Level 2 EVSE Installed Spaces	Level 2 EV ready Spaces	Level 2 EV Capable Spaces	Level 2 EV Capable Light Spaces
Commercial buildings, except for Group R-2 occupancies, with 15 or fewer parking spaces	1	20% of spaces (not fewer than 2)	0	0
Commercial buildings, except for Group R-2 occupancies, with greater than 15 parking spaces	2% of spaces	8% of spaces	10% of spaces	10% of spaces
Group R-2 occupancies with 10 or fewer parking spaces	1	15% of spaces	10% of spaces	10% of spaces

Group R-2 occupancies with greater than 10 parking spaces	5% of spaces	15% of spaces	10% of spaces	30% of spaces
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C410.2.1.1 Multiple Parking Lots. Where more than one parking lot is provided on a *building* site, the number of vehicle parking spaces provided is required to have *EV* power transfer infrastructure shall be calculated separately for each parking lot.

C410.2.1.2 Group R-2 Occupancies. *Group R-2* occupancies shall use the total parking requirement for the entire development to determine the *EV* power transfer infrastructure requirements of Table C410.2.1.

C410.2.1.3 Space Type Substitutions. *Commercial buildings* shall be permitted to substitute *EV* parking spaces required in Table C410.2.1 in accordance with Sections C410.2.1.3.1 through C410.2.1.3.5.

C410.2.1.3.1 DC Fast Charging. For *commercial buildings* that install a *DCFC EVSE*, each *DCFC EVSE* installed shall be permitted to be substituted for other space types as follows:

1. *Commercial buildings* other than *Group R-2* occupancies shall be permitted to substitute up to 10 spaces when the *building* provides a minimum of 20 percent of parking spaces as a combination of *EV capable*, *EV ready*, or *EVSE installed spaces*.
2. *Group R-2* occupancies shall be permitted to substitute up to 5 spaces when the *building* provides a minimum of 60 percent of parking spaces as a combination of *EV capable light*, *EV capable*, *EV ready*, or *EVSE installed spaces*.

C410.2.1.3.2 Excess EVSE Installed Spaces. *EVSE installed spaces* that exceed the minimum requirements of this section are permitted to be used to meet minimum requirements for *EV ready spaces*, *EV capable spaces*, and *EV capable light spaces*.

C410.2.1.3.3 Excess EV Ready Spaces. *EV ready spaces* that exceed the minimum requirements of this section are permitted to be used to meet minimum requirements for *EV capable spaces* and *EV capable light spaces*.

C410.2.1.3.4 Excess EV Capable Spaces. *EV capable spaces* that exceed the minimum requirements of this section are permitted to be used to meet minimum requirements for *EV capable light spaces*.

C410.2.1.3.5 Attached garages. All attached garages with direct connection to a *dwelling unit* will be required to have one Level 2 *EV ready space*.

Exception: One- and two-family dwellings built under the International Residential Code

C410.2.2 Level 2 EV Capable Light Spaces. Each *EV capable light space* shall comply with all the following:

1. A continuous raceway and/or conduit shall be installed between a suitable electrical panel or other electrical distribution equipment and terminate within 3 feet of the *EV capable light space* and shall be capped. *EV capable light* includes two adjacent parking spaces if the raceway and/or conduit terminates adjacent to and between both parking spaces.

Exception: Conduit installed with a pull string from the termination locations at parking spaces to a location of a future transformer or future electrical panel with electrical service size determined at the time of future permit.

2. Installed raceway and/or conduit shall be sized and rated to supply a minimum of 208/240 volts and a minimum of 40-ampere rated circuits.
3. Dedicated physical space to accommodate all equipment necessary for electrical service to future *EVSE*.
4. The routing of the raceway and/or conduit must be noted on the construction documents and the raceway shall be permanently and visibly marked "EV CAPABLE" at the load center and termination point locations.

C410.2.3 Level 2 EV Capable Spaces. Each *EV capable space* shall comply with all the following:

1. A continuous raceway and/or conduit with a pull string from the termination locations at parking spaces shall be installed between a suitable electrical panel or other electrical distribution equipment and terminate within 3 feet of the *EV capable space* and shall be capped. *EV capable* includes two adjacent parking spaces if the raceway and/or conduit terminates adjacent to and between both parking spaces.
2. The installed raceway and/or conduit shall be sized and rated to supply a minimum of 208/240 volts and a minimum of 40-ampere rated circuits.
3. The electrical panel or other electrical distribution equipment to which the raceway and/or conduit connects shall have sufficient dedicated space and spare electrical capacity to supply a minimum of 208/240 volts and a minimum of 40-ampere rated circuits.

1 4. The termination point of the conduit and/or raceway and the electrical distribution
2 equipment directory shall be marked: "For future electric vehicle supply equipment
3 (EVSE)."
4

5 5. Reserved capacity shall be no less than 8.3 kVA (40A 208/240V) for each *EV*
6 *capable space*.
7

8 **C410.2.4 Level 2 EV Ready Spaces.** Each *EV ready space* shall have a branch circuit that
9 complies with all the following:
10

11 1. Terminates at a receptacle or junction box located within 3 feet of each *EV ready*
12 *space* it serves. *EV ready* includes two adjacent parking spaces if the receptacle is
13 installed adjacent to and between both parking spaces.
14

15 2. It has a minimum circuit capacity of 8.3 kVA (40A 208/240V).
16

17 3. The electrical panel, electrical distribution equipment directory, and all outlets or
18 enclosures shall be marked "For future electric vehicle supply equipment (EVSE)."
19

20 **C410.2.5 Level 2 EVSE Installed Spaces.** An installed *EVSE* with multiple output
21 connections shall be permitted to serve multiple *EVSE installed spaces*. Each *Level 2 EVSE*
22 installed serving either a single *EVSE installed space* or multiple *EVSE installed spaces* shall
23 comply with all the following:
24

25 1. Have a minimum charging rate in accordance with Section C410.2.7.
26

27 2. Be located within 3 feet of each *EVSE installed space* it serves.
28

29 3. Be installed in accordance with Section C410.2.8.
30

31 4. Have a minimum circuit capacity of 8.3 kVA (40A 208/240V).
32

33 **C410.2.6 Level 2 EVSE Minimum Charging Rate.** Each installed *Level 2 EVSE* shall
34 comply with one of the following:
35

36 1. Be capable of charging at a minimum rate of 6.2 kVA (or 30A at 208/240V).
37

38 2. When serving multiple *EVSE installed spaces* and controlled by an energy
management system providing load management, be capable of simultaneously
sharing each *EVSE installed space* at a minimum charging rate of not less than 3.3
kVA.

1 **C410.2.7 EVSE Installation.** *EVSE* shall be installed in accordance with NFPA 70 and shall
2 be listed and labeled in accordance with UL 2202 or UL 2594.

3
4 **C410.2.8 Accessible EV Parking Spaces.** For Level 2 *EVSE installed spaces* required by
5 Table C410.2.1, a minimum of 5 percent (not less than one space) shall be van accessible
6 spaces in accordance with Section 1107.2.2 of the International Building Code. In addition, 5
7 percent (not less than one space) of the total vehicle parking spaces required by Table
8 C410.2.1 to be Level 2 *EV ready*, *EV capable*, or *EV capable light spaces* shall meet one of
9 the following:

- 10 1. Be van accessible parking spaces in accordance with Section 1107.2.2 of the
11 International Building Code.
- 12 2. Have the electrical infrastructure that is required by Section C410.2.2 for *EV capable*
13 *light spaces*, Section C410.2.3 for *EV capable spaces*, or Section C410.2.4 for *EV*
14 *ready spaces* be configured so that future *EVSE* shall be capable of serving van
15 accessible parking spaces.

16
17 **18. Section R101.1 Title** is amended as follows:

18
19 **R101.1 Title** This code shall be known as the Energy Conservation Code of the Town of
20 Breckenridge and shall be cited as such. It is referred to herein as “**this code**”.

21
22 **19. Section R103.1 Creation of enforcement agency** is amended as follows:

23 **R103.1 Creation of enforcement agency.** The Town of Breckenridge Building Division is
24 hereby created (remainder of sentence to be unchanged)

25
26 **20. Section R104.1.1.1** A new **Section R104.1.1.1 Deemed to comply** is added to the
27 requirements for Above Code Programs:

28
29 **R104.1.1.1 Deemed to comply.** The following programs shall be considered deemed to
30 comply with the above code program requirements as found in Section R104.1.1

- 31 1. The Department of Energy’s Zero Energy Ready Homes (ZERH) program, Version
32 most recently published at time of permit submittal, shall be deemed to comply as
33 an above code program when including new Section R409 of the Colorado Model
34 Low Energy and Carbon Code, and the REMP provisions found in R409 of this
35 Code.
- 36 2. The State of Colorado Model Low Energy and Carbon Code – Residential
37 Provisions, plus the REMP provisions as found in R409 of this code shall be met.

38
39 **21. Section R401.2 Application** is amended to read as follows:

- R401.2 Application.** Residential buildings shall comply with all of the following:
1. the Colorado Model Electric Ready and Solar Ready Code, as updated in New Section R409 of the Model Low Energy and Carbon Code.
 2. Section R409 (of this code)Breckenridge Renewable Energy Mitigation Program (REMP), and
 3. either Section R401.2.1, R401.2.2, or R401.2.3.

Exceptions

1. Additions, alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5, unless otherwise noted in the Colorado Model Electric Ready and Solar Ready Code and R409 (REMP) of this code.
2. Residential buildings complying with the Department of Energy's Zero Energy Ready Homes (ZERH) Program in accordance with Section R104.1.1.
3. Residential buildings complying with the Residential Provisions of the Colorado State Model Low Energy and Carbon Code in its entirety.

22. Table R402.1.2 U-Factor Assemblies is amended to change the Vertical Fenestration U-factor from .27 to .30 and remove footnote d. in its entirety.

23. Table R402.1.3 R-Value Alternative is amended to change the Vertical Fenestration U-factor from .27 to .30 and remove footnote g. in its entirety.

24. Section R402.2.13 Sunroom and Heated Garage Insulation is amended by removing the exception in its entirety. The remainder of R402.2.13 is unchanged.

25. Section R402.2.14 New **Section R402.2.14 Thermal Bridging** is added as follows:

R402.2.14 Thermal bridges in above-grade walls. Thermal bridges in above-grade walls shall comply with Sections R402.2.14.1 through R402.14.3 or an approved design.

Exceptions:

1. Any thermal bridge with a material thermal conductivity not greater than 3.0 Btu/h-ft-°F.
2. Blocking, coping, flashing, and other similar materials for attachment of roof coverings.
3. Thermal bridges accounted for in the U-factor or C-factor for a building thermal envelope.

R402.2.14.1 Balconies and floor decks. Balconies and concrete floor decks shall not penetrate the building thermal envelope. Such assemblies shall be separately supported or shall be supported by approved structural attachments or elements that minimize thermal bridging through the building thermal envelope.

Exceptions: Balconies and concrete floor decks shall be permitted to penetrate the building thermal envelope where:

1. an area-weighted U-factor is used for above-grade wall compliance which includes a U-factor of 0.8 Btu/h-°F-ft² for the area of the above-grade wall penetrated by the concrete floor deck, or
2. an approved thermal break device of not less than R-10 is installed in accordance with the manufacturer's instructions.

R402.2.14.2 Cladding supports. Linear elements supporting opaque cladding shall be off set from the structure with attachments that allow the continuous insulation, where present, to pass behind the cladding support element.

Exceptions:

1. An approved design where the above-grade wall U-factor used for compliance accounts for the cladding support element thermal bridge.
2. Anchoring for curtain wall and window wall systems.

R402.2.14.3 Structural beams and columns. Structural steel and concrete beams and columns that project through the building thermal envelope shall be covered with not less than R-5 insulation for not less than 2 feet (610 mm) beyond the interior or exterior surface of an insulation component within the building thermal envelope.

Exceptions:

1. Where an approved thermal break device is installed in accordance with the manufacturer's instructions.
2. An approved design where the above-grade wall U-factor used to demonstrate compliance accounts for the beam or column thermal bridge.

26. Section R402.4 Fenestration has been amended to read as follows:

R402.4 Fenestration. In addition to the requirements of Section R402, fenestration shall comply with Sections R402.4.1 through R402.4.6.

27. Section R402.4.5 Sunroom and heated garage fenestration is amended to remove the exception in its entirety. The remainder of R402.4.5 is unchanged.

28. Section R402.4.6 A new **Section R402.4.6 Maximum Area** is added as follows:

R402.4.6 Maximum area. The vertical fenestration area, not including opaque doors and opaque spandrel panels, shall be not greater than 30 percent of the gross above grade

1 framed wall area enclosing conditioned space. The skylight area shall be not greater than
2 3 percent of the gross roof area over conditioned space.

3
4 **Exception:** Vertical fenestration in residential buildings complying with an above
5 code program in accordance with Sections R104.1.1 or R104.1.1.1
6

7 **29. Section R403.1.1 Programmable Thermostats** is amended by adding the following
8 Exception. The remainder of Section R403.1.1 is unchanged:
9

10 **Exception:** Thermostats serving hydronic radiant systems
11

12 **30. Section R403.5.1.2 Heat Trace systems** is deleted and replaced with the following:

13 **R403.5.1.2 Electric heat tape controls.** Electric roof and gutter deicing systems
14 shall include automatic controls in accordance with REMP Section R411.1.

15 **31. Section R403.7.1 Electric-resistance space heating** is amended to read as follows:
16

17 **R403.7.1 Electric-resistance space heating.** Detached one- and two-family dwellings
18 and multiple single-family dwellings (townhouses) and Group R-2, R-3 and R-4
19 buildings three stories or less in height *above grade plane* in Climate Zone 7 shall not use
20 electric-resistance for space heating.
21

22 **Exceptions:**

- 23 1. Where electric-resistance heating is used for heat pump supplementary heat in
24 accordance with Section R403.1.2.
- 25 2. Electric-resistance heating used for freeze protection.
- 26 3. Electric-resistance heating where the criteria in Section R408.2.2.2 for evaporative
27 cooling are met.
- 28 4. Electric-resistance heating not exceeding a cumulative total of 1kW per dwelling
29 unit, with a thermostat and fan.
- 30 5. Electric-resistance heating that is 100% offset by renewable energy
- 31 6. Electric-resistance heating where the criteria in Section R408.2.1.1(6) $\geq 20\%$
32 reduction in total TC are met.
33

34 **32. Section R403.9.2 Snow- and ice-melt system controls** is amended to read as follows:

35 **R403.9.2 Snow- and ice-melt system controls.**

36 Snow- and ice-melt system controls shall comply with REMP Section R409.3.2, item #2.
37

38 **33. Section R403.13** A new **Section R403.13 WaterSense** is added as follows:

39 **R403.13 WaterSense.** All water-using appliances and plumbing fixtures within the

residential building shall be EPA WaterSense labeled products.

34. **Section R404.4 Renewable energy certificate (REC) documentation** is deleted in its entirety.

35. **Section R405.2 Simulated building performance compliance**, item #3, is amended as follows. The remainder of Section R405.2 is unchanged:

R405.2 Simulated building performance compliance.

3. For each dwelling unit with greater than 4500 square feet of conditioned space, the annual energy cost of the dwelling unit shall be reduced by an additional 5 percent of annual energy cost of the standard reference design. Energy prices shall be taken from an approved source, such as the US Energy Information Administration's State Energy Data system prices and expenditures reports. Code official shall be permitted to require time-of-use pricing in energy cost calculations. Heated garages shall be evaluated separately from the remainder of the home by showing compliance with the Prescriptive R-Value or U-Factor thermal envelope provisions and will not require air leakage testing.

Exception: Buildings complying with Section R405.2 Simulated Building Performance, utilizing a site energy use target as found in the Colorado Model Low Energy and Carbon Code (LECC).

36. **Section R406.3 Building thermal envelope** is amended by adding the following sentence to the end of the Section (remainder of section unchanged):

R406.3 Heated garages shall be evaluated separately from the remainder of the home by showing compliance with the Prescriptive R-Value or U-Factor thermal envelope provisions, with the exception of air leakage testing.

37. **Section R407 Tropical Climate Region Compliance Path** is deleted in its entirety.

38. **Section R408.2 Additional energy efficiency credit requirements** is amended as follows:

R408.2 Additional energy efficiency credit requirements. Residential buildings shall earn not less than 10 credits from not less than two measures specified in Table R408.2. Five additional credits shall be earned for dwelling units with more than 4500 square feet of conditioned space (remainder of text unchanged).

Exception: Residential buildings complying with Section R408.3 Additional energy efficiency prescriptive Pathway on a Platter requirements.

1 **39. Table R408.2 Credits for Additional Energy Efficiency** is amended by the following:

- 2
- 3 a. Change Table R408.2.1.2 Improved Fenestration to a U-Factor of .28 for residential
- 4 buildings up to 4500 sq ft of conditioned space and .25 for homes 4500 sq ft or larger
- 5 for Climate Zone 7.
- 6 b. Delete credits allowed for R408.2.2(2) and R408.2.2(3), also deleting the subsections
- 7 R408.2.2(2) and (3) in their entirety.
- 8 c. Delete credits allowed for R408.2.5(1) and R408.2.5(3), also deleting the subsections
- 9 R408.2.5 (1) and (3) in their entirety.

10

11 **40. Section R408.3** Add new **Section R408.3 Additional energy efficiency Prescriptive**

12 **Pathway on a Platter Requirements**, as follows:

13 **R408.3 Additional energy efficiency Prescriptive Pathway on a Platter Requirements.**

14 Residential buildings utilizing this optional prescriptive platter approach to additional

15 energy efficiency shall comply with R408.3.1 or R408.3.2 as applicable.

16

17 **R408.3.1 Regular Platter Requirements.** Residential buildings that enclose 4500 square

18 feet or less of conditioned space shall include all of the following additional efficiency

19 requirements:

- 20 1. If forced air-furnace system installed, minimum 97% AFUE, 100% of ducts inside
- 21 conditioned space and space conditioning equipment utilized for heating is located
- 22 completely inside condition space.
- 23 2. If Radiant heating system installed, minimum 95% AFUE in combination with hydronic
- 24 thermal distribution system and space conditioning equipment is located completely
- 25 inside condition space.
- 26 3. If heat pump installed, must be cold climate heat pump with minimum ability to meet
- 27 90% capacity at 5 degrees Fahrenheit or as first approved by the code official.
- 28 4. If stand-alone gas water heater installed, must be minimum .86 Uniform Energy Factor
- 29 (UEF)
- 30 5. If electric water heater is installed, must meet minimum 2.2 Uniform Energy Factor
- 31 (UEF) for integrated HPWH or UEF 3.75 for split-system HPWH.
- 32 6. Window U-Factor of .28 in accordance with R408.2.1.2.
- 33 7. Maximum Vertical Fenestration Area of 30% in accordance with R402.4.6.

34

35 In Addition to the above items, one additional selection from the list below shall be required

36 in order to Comply with this Section:

- 37
- 38 • R-60 roof/ceiling insulation installed, or R49 roof/ceiling installed uncompressed over
- 39 the top plate and verified by approved 3rd party meeting the requirements of Section
- 40 R107.4.

- An air leakage rate equal to or less than 2.3 ACH50 or an air leakage rate equal to 2.5 ACH50 plus air sealing inspection performed by Approved 3rd party meeting the requirements of Section R107.4.
- On-site renewable energy measure, minimum 1.0 watt PV system per square foot of conditioned space.

R408.3.2 Large Platter Requirements. Residential buildings that enclose greater than 4500 square feet of conditioned space shall include all of the Regular Platter Requirements as found in R408.3.1, plus two additional selections from the list below:

- A 10% reduction in total Thermal Conductance in accordance with R408.2.1.1(4)
- An air leakage rate equal to or less than 2.3 ACH50 with ERV or HRV installed in accordance with R408.2.5(2) or air leakage rate equal to 2.5 ACH50 plus air sealing inspection performed by Approved 3rd party meeting the requirements of Section R107.4.
- R-60 roof/ceiling insulation installed, or R49 roof/ceiling installed uncompressed over the top plate and verified by approved 3rd party meeting the requirements of Section R107.4.
- A Window U-Factor of .25 in accordance with R408.2.1.2
- On-site renewable energy measure, minimum 1.0 watt PV system per square foot of conditioned space.
- No exterior energy use is required to be mitigated as defined by Sections R409-R414.2.

41. Sections R409- R409.7.2 Renewable Energy Mitigation Program (REMP) are added as follows:

R409 Title. Renewable Energy Mitigation Program (REMP) – Residential Provisions

R409.1 Scope.

This section establishes criteria for compliance with the Breckenridge Renewable Energy Mitigation Program (REMP). The scope of this program includes exterior energy uses and energy production to offset exterior energy use.

R409.2 Mandatory Requirements.

Compliance with this section requires that the provisions of this section be followed for all exterior energy use. Compliance with this section will be documented via the free Public Domain tool "Breckenridge REMF Calculation Sheet" in the most current version at the time of permit application. Projected energy use, associated energy offset required, fees and credits are defined within this tool.

Credits for on-site renewable energy. The payment-in-lieu option is voluntary. Applicants interested in exterior energy use systems can alternatively choose to produce

on-site renewable energy (Section R412) with renewable energy sources such as solar photovoltaics and/or solar hot water, wind, or micro-hydro. The energy efficient technology of ground source heat pumps is also permitted for supplemental on-site energy.

R409.3 Exterior energy uses.

Residential exterior energy uses (per list below) may be installed only if the supplemental energy meets the requirements of the Renewable Energy Mitigation Program. This applies to all installation for which an application for a permit is filed or is by law required to be filed with or without an associated Building Permit. This does not apply to work on existing systems that were permitted prior to this code.

1. Snowmelt (i.e. driveways, patios, walkways, etc.)
2. Exterior pools
3. Exterior hot tubs and spas
4. Permanent natural gas or electric systems for heating outdoor residential spaces.

R409.3.1 On-site renewable credits.

Credits for renewable energy production will be calculated and applied per "Breckenridge REMP Calculation Sheet" for energy generated on-site. Renewable energy methods listed in the calculator include: solar photovoltaic, solar thermal, ground source heat pumps, hydroelectric and wind power. Provision for alternative method calculations is also provided, but it will require specific review and approval by the Building Official.

R409.3.2 Snowmelt systems.

1. R-15 insulation shall be installed under all areas to be snow melted.
2. Required snowmelt controls. All systems are required to have automated controls to limit operation to when moisture is present, outdoor air temperature is below 40F and above 20F, and the slab temperature sensing. Idling of residential slabs is not permitted.
3. Snowmelt heating appliances will have a minimum efficiency of 95% AFUE. Electric resistance and heat pump heaters will be allowed. Where condensing boilers are used, the boiler supply water temperature shall be a maximum of 130F to allow for efficient boiler operation.
4. Up to 100 square feet of snowmelt continuous to a residential building is exempt for safety.

R409.3.3 Exterior pools.

1. Pool covers are required for all pools, with a minimum R-value of 2.
2. Pool heating appliances will have a minimum efficiency of 92% AFUE. Electric resistance and heat pump heaters will be allowed. Where condensing boilers are used, the boiler supply water temperature shall be a maximum of 130F to allow for efficient boiler operation.

R409.3.4 Exterior hot tubs and spas.

1. Hot tub and spa covers are required for all spas, with a minimum R-value of 12.
2. Packaged spas less than 64 square feet are exempt.
3. A maximum of (1) hot tub or spa per residential property is exempt. For residential HOAs with individual ownership, 64 square feet of hot tub or spa space is exempt for every 10 residential units.
4. Hot tubs and spa heating appliances will have a minimum efficiency of 92% AFUE. Electric resistance and heat pump heaters will be allowed. Where condensing boilers are used, the boiler supply water temperature shall be a maximum of 130F to allow for efficient boiler operation.

R409.3.5 Other permanent natural gas or electric heating and cooking elements.

1. A combined 200,000 BTU budget is allowed for permanent natural gas or electric heating or cooking elements at a reduced renewable offset requirement.

R409.4 Gas fireplace, firepit, fire-table controls.

Residential outdoor natural gas fireplaces, firepits, and fire tables shall include timers required to limit the run time of the system. Controls and switching shall be configured so as not to allow continuous operation.

R409.4.1 Electric heat tape controls.

Electric roof and gutter deicing systems shall include either automatic controls capable of shutting off the system when outdoor temperature is above 40F and below 25F, and which limit the use of the system to daylight hours by means of a programmable timer or automated clock, or moisture detection sensors.

R409.5 Renewable energy mitigation payment.

1 A permit shall not be valid until all fees as in effect at the time of permit submittal are
2 paid in full, or the renewable energy system is proposed for on-site credit. Nor shall a
3 change order to the permit be released until the additional fees, if any, have been paid.
4 REMP compliance will be verified at Certificate of Occupancy or Certificate of
5 Completion according to the proposed plans. C.O. can be withheld if the project is non-
6 compliant.

7 **R409.6 Pre-existing systems.**

8 Pre-existing systems, for which a prior permit was applied for and granted prior to the
9 effective date of this code are exempt from this program. Additions or expansions of
10 existing systems that require a permit will require compliance with this above code
11 program.

12 Pre-existing systems for which a prior REMP payment was paid, and which seek to be
13 replaced, shall receive a pro-rated credit calculated by the number of years since prior
14 REMP payment divided by 20 years. For example, a REMP payment made for a system
15 permitted 10 years prior to the current replacement being sought will receive credit for
16 ½ of the prior REMP payment and that amount shall be deducted from the REMP
17 payment owed on the replacement. For renewable systems installed on site, full credit
18 will be given for up to 20 years after the date of installation. Credits will only be applied
19 to properly permitted and functioning systems within the scope of the adopted Energy
20 Code and applicable Mechanical and Electrical Codes. Systems installed prior to 20
21 years before the date of permit application are not eligible for pro-ration of system
22 credits.

23 Upgrades to existing mechanical equipment (boilers, heat pumps, HVAC equipment,
24 etc.) or renewable energy systems will not require submittal to the REMP program.

25 **R409.7 Solar photovoltaic systems.**

26 System designer and installer must be certified by Colorado Solar Energy Industries
27 Association (COSEIA) or North American Board of Certified Energy Practitioners
28 (NABCEP), or a licensed Professional Engineer in the State of Colorado.

29 **R409.7.1 Solar thermal.**

30 The size of solar hot water systems is limited to 500 square feet of collector area absent
31 approval by the Building Official. Systems larger than this limit will be considered but
32 will require documentation showing year-round utilization of the system.

33 **R409.7.2 Ground source heat pumps.**

1 In order to use ground source heat pumps for on-site renewable credit, the GSHP system
2 must supply at least 20% of the peak load for heating all the exterior energy uses. Each
3 GSHP shall be tested and balanced, and the design engineer shall certify in writing that
4 it meets or exceeds a design coefficient of performance of 3.0 inclusion of source pump
5 power. Design conditions for determining COP will be 30F ground loop temperature
6 measured at the GSHP inlet, and 110F GSHP load side outlet.
7

8 **42. Section R502.2.5 Additional energy efficiency credit requirements for additions**
9 is amended to read as follows:
10

11 **R502.2.5 Additional energy efficiency credit requirements for additions.**

12 Additions shall comply with sufficient measures from amended Table R408.2, to
13 achieve not less than five credits from at least two different measures. Five additional
14 credits shall be earned for additions that add to or create a dwelling unit of more than
15 4500 square feet of conditioned space. Alterations to the existing building that are
16 not part of the addition but are permitted with an addition shall be permitted to be
17 used to achieve this requirement.
18

19 **Exceptions:**

- 20 1. Additions that increase the building's total conditioned floor area by less than 25
21 percent.
- 22 2. Additions that do not include the addition or replacement of equipment covered in
23 Section R403.5 or R403.7.
- 24 3. Additions that do not increase conditioned space.
- 25 4. Where the addition alone or the existing building and addition together comply
26 with Section R405 or R406
- 27 5. Where the addition alone or the existing building and addition together comply
28 with R408.3.
29

30 **43. Section R503.1.1.3 Above-grade wall alterations** is amended to read as follows:
31

32 **R503.1.1.3 Above-grade wall alterations.** Above-grade wall alterations shall
33 comply with the following as applicable:
34

- 35 1. Where wall cavities are exposed, the exposed cavities shall be filled with
36 insulation complying with Section R303.1.4. New cavities created shall be insulated
37 in accordance with Section R402.1, at an R-Value of R-23 minimum or an approved
38 design that minimizes deviation from Section R402.1. An interior vapor retarder
39 shall be provided where required in accordance with Section R702.7 of the
40 International Residential Code or Section 1404.3 of the International Building Code,
41 as applicable.

2. Where exterior wall coverings and fenestration are added or replaced for the full extent of any exterior facade of one or more elevations of the building, continuous insulation shall be provided where required in accordance with Section R402.1 or the wall insulation shall be in accordance with an approved design that minimizes deviation from Section R402.1. Where specified, the continuous insulation requirement also shall comply with Section R702.7 of the International Residential Code. Replacement exterior wall coverings shall comply with the water-resistance requirements of Section R703.1.1 of the International Residential Code or Section 1402.2 of the International Building Code, as applicable, and manufacturers' instructions.

3. Where new interior finishes or exterior wall coverings are applied to the full extent of any exterior wall assembly of mass construction, insulation shall be provided in accordance with Section R402.1 or an approved design in compliance with Section R104.1 that minimizes deviation from Section R402.1.

44. Section R503.1.5 Additional efficiency credit requirements for substantial improvements is amended to read as follows:

R503.1.5 Additional efficiency credit requirements for substantial improvements. Substantial improvements shall comply with sufficient measures from Table R408.2 to achieve not less than three credits. Substantial improvements to homes greater than 4500 of conditioned space shall require 5 credits from amended Table R408.2.

Exceptions:

1. Alterations that are permitted with an addition complying with Section R502.2.5.
2. Alterations that comply with Section R405 or R406.
3. Substantial improvements that do not include the addition or replacement of equipment covered in either Section R403.5 or R403.7.
4. Substantial improvements complying with R408.3

8-1-10: AMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE:

The following sections of the International Existing Building Code, 2024 Edition, are amended to read as follows:

1. **Section 101.1** Title is amended by adding the name "Town of Breckenridge."
2. **Section 101.4.2** **Buildings previously occupied** is amended by deleting the reference to the *International Property Maintenance Code*.
3. **Section 103.2** **Appointment** is amended to read exactly as set forth in IBC Section 103.2 as amended.

- 1 4. **Section 103.3** **Deputies** is amended to read exactly as set forth in IBC Section 103.3 as
2 amended.
- 3 5. **Section 104.8** **Liability** is amended to read exactly as set forth in IBC Section 104.8 as
4 amended.
- 5 6. **Section 105.5** **Expiration** is amended to read exactly as set forth in IBC Section 105.5
6 as amended.
- 7 7. **Section 108.2** **Schedule of permit fees** is amended to read as follows:
- 8 **Section 108.2 Schedule of permit fees.** The fees for all associated permits shall be in
9 accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule
10 as set forth in IBC Section 109.2 as amended.
- 11 8. **Section 108.6** **Refunds** is amended to read as follows:
- 12 **Section 108.6 Refunds.** The building official is authorized to establish a refund policy.
- 13 9. **Section 109** **Inspections** is amended by adding a new subsection, 109.7 Re-inspections,
14 to read as follows:
- 15 **Section 109.7 Re-inspections** is to read exactly as set forth in IBC Section 110.7 as
16 amended.
- 17 10. **Section 113.4** **Violation penalties** is amended to read exactly as set forth in IBC
18 Section 114.4.
- 19 11. **Section 1303.1.2** **Compliance with other codes** is amended by deleting the reference to
20 the *International Property Maintenance Code*.
- 21 12. **Section 1304.1** **Investigation and evaluation** is amended to read as follows:
- 22 **Section 1304.1 Investigation and evaluation.** For proposed work covered by this
23 section, the building owner shall cause the existing building to be investigated and
24 evaluated in accordance with the provisions of this section by a design professional
25 licensed to practice in the State of Colorado.
- 26 13. **Section 1305.2** **Evaluation process** is amended by adding the following first sentence:
- 27 The building owner shall cause the existing building to be evaluated in accordance with
28 the provisions of this section by a design professional(s) licensed to practice in the State
29 of Colorado.

1 **8-1-11: AMENDMENTS TO THE INTERNATIONAL POOL AND SPA CODE:** The
2 following sections of the International Pool and Spa Code, 2024 Edition, are amended to read as
3 follows:
4

5 1. **Section 101.1** **Title** is amended by adding the name “Town of Breckenridge.”

6 2. **Section 101.3** **Purpose** is amended to add the following sentences:

7 The intent of this code is to meet or exceed the requirements of the Summit County
8 Aquatic Health Code, 2025 Edition, based on the 4th Edition Model Aquatic Health Code,
9 published by the Centers for Disease Control. When technical requirements,
10 specifications or standards in the *Summit County Aquatic Health Code* conflict with this
11 code, the more restrictive shall apply.

12 3. **Section 103.2** **Appointment** is amended to read exactly as set forth in IBC Section
13 103.2 as amended.

14 4. **Section 103.3** **Deputies** is amended to read exactly as set forth in IBC Section 103.3 as
15 amended.

16 5. **Section 104.8** **Liability** is amended to read exactly as set forth in IBC Section 104.8 as
17 amended.

18 6. **Section 105.4.3** **Expiration** is amended to read exactly as set forth in IBC Section 105.5
19 as amended.

20 7. **Section 109.2** **Schedule of Permit Fees** is amended to read as follows:

21 **109.2 Schedule of Permit Fees** The fees for all associated permits shall be in
22 accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule
23 as set forth in IBC Section 109.2 as amended.

24 8. **Section 109.6** **Refunds** is amended to read as follows:

25 **109.6 Refunds.** The building official is authorized to establish a refund policy.

26 9. **Section 111.16** **Reinspection and testing** is amended to read exactly as set forth in IBC
27 Section 110.7 as amended.

28 10. **Section 112** **Means of Appeal** is amended to read exactly as set forth in IBC Section
29 113.

11. **Section 113.4** **Violation Penalties** is amended to read exactly as set forth in IBC Section 114.4.

8-1-12: AMENDMENTS TO THE NATIONAL ELECTRICAL CODE: There are no amendments to the National Electrical Code, 2023 Edition.

8-1-13: AMENDMENTS TO THE ICC ELECTRICAL CODE – ADMINISTRATIVE PROVISIONS: The following sections of the ICC Electrical Code – Administrative Provisions, 2006 Edition, are amended to read as follows:

1. **Section 101.1** **Title** is amended to read as follows

101.1 Title. These regulations shall be known as the ICC Electrical Code™. Administrative Provisions of Town of Breckenridge and shall be cited as such. The ICC Electrical Code™ - Administrative Provisions in combination with the separately adopted National Electrical Code will be referred to herein as “this code.” The ICC Electrical Code™ - Administrative Provisions in combination with the separately adopted National Electrical Code will be referred to throughout all other building construction and housing standards adopted by the Town of Breckenridge as the ICC Electrical Code.

2. **Section 201.3** **Terms defined in other codes** is amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Energy Conservation Code or NAPA 70, such terms shall have meanings ascribed to them as in those codes.

3. **Section 301.2** **Appointment** is amended to read exactly as set forth in IBC Section 103.2 as amended.

4. **Section 301.3** **Deputies** is amended to read exactly as set forth in IBC Section 103.3 as amended.

5. **Section 302.9** **Liability** is amended to read exactly as set forth in IBC Section 104.8 as amended.

6. **Section 401.2** **Types of permits** is amended by deleting the reference to “an owner.”

7. **Section 401.3** **Work exempt from permit** is amended by adding Exceptions 6 through

10.

6. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by this code.

7. Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.

8. Repair or replacement of current-carrying parts of any switch, contractor or control device.

9. The wiring for temporary theater, motion picture or television stage sets.

10. Low-energy power, control, and signal circuits of Class II and Class III as defined in this code.

8. **Section 403.2** **Expiration** is amended to read exactly as set forth in IBC Section 105.5 as amended.

9. **Section 403.3** **Extensions** is deleted in its entirety.

10. **Section 403.6** **Information on the permit** is amended to read as follows:

403.6 Information on the permit. The code official shall issue all permits required by this code on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the code official.

11. **Section 404.2** **Schedule of permit fees** is amended to read as follows:

404.2 Schedule of permit fees. The fees for all associated permits shall be in accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth in IBC Section 109.2 as amended.

12. **Section 404.3** **Work commencing before permit issuance** is amended to read as follows:

404.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an investigation fee established by the code official, which shall be in addition to the required permit fee. The investigation fee shall be as set forth in the Town of Breckenridge Building Permit and Inspection Fee Schedule.

BUILDING CODES ORDINANCE

13. **Section 404 Fees** is amended by adding two new subsections, 404.6 Re-inspections and 404.7 Plan review fees, to read as follows:

404.6 Re-inspections. Shall read exactly as set forth in IBC Section 110.7 as amended.

404.7 Plan review fees. The plan review fees for electrical work shall be in accordance with the Town of Breckenridge Building Permit and Inspection Fee Schedule as set forth in IBC Section 109.2 as amended.

14. **Chapter 11 Means of Appeal** is amended to read exactly as set forth in IBC Section 113.

15. **Section 1202 Provisions** and all subsections therein are deleted in their entirety.

16. **Section 1203 Existing Electrical Facilities** and all subsections therein are deleted in their entirety.

8-1-14: AMENDMENTS TO THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS: The following sections of the Uniform Code For the Abatement of Dangerous Buildings, 1997 Edition, are amended to read as follows:

1. **Section 301 General.** The definition of Building Code is amended to read as follows:

BUILDING CODE is defined by referring to the International Building Code or the International Residential Code, whichever is applicable, published by the International Code Council, Inc., as adopted by this jurisdiction.

2. **Section 501.2 Processing of Appeal** is amended to add the following sentence at the end of the section:

The board of appeals with the jurisdiction to hear and decide appeals under this code is the board of appeals created pursuant to Chapter 3 of Title 2 of the Breckenridge Town Code.

8-1-15: AMENDMENTS TO THE COLORADO WILDFIRE RESILIENCY CODE:

1. **Section 101.1 Title** is amended to read as follows:

Section 101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by the Town of Breckenridge, hereinafter referred to as “this code”.

2. **Section 103.1 Creation of an agency** is amended to read as follows:

BUILDING CODES ORDINANCE

1
2 **Section 103.1 Creation of an agency.** The Building Division is hereby created and
3 the official in charge thereof shall be known as the code official. The function of the
4 agency shall be the implementation, administration and enforcement of the
5 provisions of this code.
6

7 **3. Section 104.10 Other agencies** is amended to read as follows:
8

9 **Section 104.10 Other agencies.** When requested to do so by the code official,
10 Director of Community Development, other officials of this jurisdiction or the Red,
11 White and Blue Fire Protection District, shall assist and cooperate with the code
12 official in the discharge of the duties required by this code.
13

14 **4. Section 302.1 Declaration** is deleted in its entirety and amended to read as follows:
15

16 **Section 302.1 Declaration.** The Town of Breckenridge shall declare that all
17 undefined areas, where not defined as High Fire Intensity Classification areas
18 within the legal boundaries and limits of the Town of Breckenridge, shall be
19 designated for the purposes of this code, with a minimum Moderate Fire Intensity
20 Classification as defined in this code, with the exception of Contributing Historic
21 Structures as determined by the Town of Breckenridge.
22

23 **5. Section 303.3 Applicability of Code Provisions.** The Applicability of Code Provisions
24 is amended by adding the following language. The remainder of the section is
25 unchanged:
26

27 The level of structure hardening, defensible space, and other mitigation measures
28 applicable to historic structures and contributing structures, as defined and set forth in
29 Section 102.9, shall be determined by the Town of Breckenridge Planning Department in
30 accordance with the spirit and intent of this code.
31

32 **6. Section 304.2 Determination of Fire Intensity Classification and Code Requirements**
33 is amended to read as follows:
34

35 **304.2 Determination of Fire Intensity Classification and Code Requirements.** As
36 determined by the *code official*, the *fire intensity classification* and associated
37 requirements shall be based on a review by **the Red, White and Blue Fire Protection**
38 **District** of the vegetative fuels on the parcel and within 300' of the parcel boundary,
39 topography, local weather patterns, and fire behavior modeling data and in accordance
40 with the following *fire intensity classifications*:
41

1 **304.2.1** *Low Fire Intensity Classification* in accordance with Section 303.2.1
2 **304.2.2** *Moderate Fire Intensity Classification* in accordance with Section 303.2.2
3 **304.2.3** *High Fire Intensity Classification* in accordance with Section 303.2.3
4 This determination shall be made based on existing conditions or conditions that have
5 been established by a development plan approved by the local jurisdiction **and the Red,**
6 **White and Blue Fire Protection District.** Technical documentation shall be submitted
7 in support of such request by a qualified wildfire professional and in accordance with
8 Section 104.2.
9

10 **8-1-16: AMENDMENTS TO THE COLORADO MODEL ELECTRIC READY AND**
11 **SOLAR READY CODE, 2023 EDITION**
12

- 13 1. **Section 101.1** Title is amended to read as follows:
14

15 **Section 101.1 Title.** This code shall be known as the Electric Ready and Solar Ready
16 Code of the Town of Breckenridge, and shall be cited as such. It is hereinafter
17 referred to as “this code”.
18

- 19 2. **Section 102.1.2 Buildings Impacted by a Natural Disasters** is amended by adding
20 “The Town of Breckenridge”.
21

- 22 3. **Section 102.2 Substantial Cost Differential Waiver** is amended by adding
23 “The Town of Breckenridge”.
24

- 25 4. **Section 103.1 General** is amended by adding “The Town of Breckenridge”.
26

- 27 5. **Section 104.1 General** is amended by adding “The Town of Breckenridge”.
28

- 29 6. **Section 108.4 Failure to Comply** is amended by adding “The Town of Breckenridge”.
30

- 31 7. **Section 109.3 Qualifications** is amended by adding “The Town of Breckenridge”.
32
33

34 **8-1-17: PENALTIES:**
35

- 36 A. General: It is unlawful and an infraction for any person to violate any of the provisions of
37 the Chapter, or any provision of a code adopted by reference by this Chapter. Any person
38 who violates any provision of this Chapter or any provision of a code adopted by reference
39 by this Chapter shall, upon a determination of liability, be punished as provided in Title 1,
40 Chapter 4 of this code. Each such person shall be liable for a separate offense for each and
41 every day during any portion of which any violation of any of the provisions of this

Chapter or a code adopted by reference by the chapter is committed, continued or permitted by such person and such person shall be punished accordingly.

B. Injunctive Relief: In addition to other remedies available to the Town, the Town may commence an action in a court of competent jurisdiction to enjoin the alleged violation of any provision of this Chapter, or to authorize and compel the removal, termination or abatement of such violation.

C. Additional Remedies: Any remedies provided for in this Chapter shall be cumulative and not exclusive, and shall be in addition to any other remedies provided by law.

8-1-18: LIABILITY: The adoption of this Chapter and the codes provided for herein shall not create any duty to any person with regard to the enforcement or non-enforcement of this Chapter or said codes. No person shall have any civil liability remedy against the Town or its officers, employees or agents, for any damage arising out of or in any way connected with the adoption, enforcement or non-enforcement of this Chapter of said codes. Nothing in this Chapter or in said codes shall be construed to create any liability or to waive any of the immunities, limitations on liability or other provisions of the Colorado Governmental Immunity Act, section 24-10-101 et seq., C.R.S., as amended from time to time, or to waive any immunities or limitations on liability otherwise available to the Town, or its officers, employees or agents.

8-1-19: REPEAL OF PREVIOUS ORDINANCES: Existing ordinances or parts of ordinances covering the same matters as embraced in this Chapter are repealed, and all ordinances inconsistent with the provision of the Chapter are repealed; provided, however, that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance repealed prior to this Chapter taking effect.

8-1-20: CODE COPIES: At least one copy of the codes adopted by reference in this Chapter, each certified to be a true copy, has been and is now on file, as a published hard copy or digital version, in the office of the Town Clerk and may be inspected by any interested person between the hours of nine o'clock (9:00) A.M. and five o'clock (5:00) P.M., Monday through Friday, holidays excepted.

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

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

BUILDING CODES ORDINANCE

Section 4. The Town Council finds, determines and declares that it has the power to adopt this ordinance pursuant to: (i) Section 31-15-601, C.R.S.; (ii) Section 5.13 of the Breckenridge Town Charter; and (iii) the powers granted to home rule municipalities by Article XX of the Colorado Constitution.

Section 5. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this ____ day of ____, 2025. A Public Hearing shall be held at the
regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
____, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
Town.

TOWN OF BRECKENRIDGE, a Colorado
Municipal Corporation

By _____
Kelly Owens, Mayor

ATTEST:

Mae Watson,
Town Clerk

APPROVED AS TO FORM:

Town Attorney

COPIES, EITHER PUBLISHED HARD COPIES OR DIGITAL, OF THE CODES TO BE ADOPTED BY REFERENCE PURSUANT TO THIS ORDINANCES AND

BUILDING CODES ORDINANCE

1 **AMENDMENTS ARE AVAILABLE FOR INSPECTION AT THE OFFICE OF THE**
2 **TOWN CLERK BETWEEN THE HOURS OF NINE O'CLOCK (9:00) A.M. AND FIVE**
3 **O'CLOCK (5:00) P.M., MONDAY THROUGH FRIDAY, HOLIDAYS EXCEPTED.**

4
5 **NONE OF THE PENALTY PROVISIONS OF THE ADOPTED CODES WERE**
6 **ADOPTED BY REFERENCE IN THIS ORDINANCE.**
7
8

Memo

To: Town Council
From: Town Staff
Date: 11/5/2025 (11/11/2025 work session)
Subject: Public Projects Updates

Broken Lance Culvert Bridge and Drainage Project

This large infrastructure project in the Warrior's Mark neighborhood includes replacing aging culverts that pass the Blue River under Broken Lance Drive with a single-span concrete culvert bridge, replacing water mains, constructing a seepage diversion trench to divert groundwater from the road subgrade, storm sewer installation, bus stop improvements, and reconstruction of the roadway.

Schedule: The planned construction by Schofield Excavation is nearly complete for 2025 with final paving completed and guardrail installation slated for November 6th. Ancillary work including final landscaping will be completed in 2026 as warmer temperatures will better support establishment of the new trees. The project remains approximately 2 weeks behind the originally proposed schedule.

Staff have developed online resources for residents and performed robust public outreach on the project including open houses, email updates, videos, and direct coordination with impacted property owners. Please visit www.townofbreckenridge.com/brokenlance for construction updates on the project (link also available on www.BreckRoads.com).

Budget: The project includes funding from the Capital Fund and Water Utility Fund. We are currently projecting \$600,000 in remaining CIP funds and \$400,000 in Water funds to be transferred to 2026 to complete remaining work on the project. The project is anticipated to be completed within the current budget.

Project Funding	
Prior Years Budget Rollover	\$850,000
2025 CIP	\$6,650,000
2025 Water Fund CIP	\$3,916,000
TOTAL Funding	\$11,416,000

Fiber 9600

The fiber construction has wrapped up for the season. This year, we completed the fiber infrastructure along Four O'clock Road, Primrose Path, King's Crown Road, Village Road, and part of Snowflake Road. We were able to connect to the Grand Timber Lodge and Breck Inn, finishing our plan to bring service to all of the Breckenridge Grand Vacation Properties. The fiber infrastructure to the Breck Inn passes in front of the Entrada property for easy connection in the future. We completed drops to 47 residences, 10 businesses, and 10 multi-dwelling units (MDUs).

Another goal this year has been to add fiber infrastructure to existing construction and housing developments. We installed conduit wherever possible in the Broken Lance area and fiber to the developments at Stables Village, Sol Center, Miller Flats, and Highlands Riverfront. We are working on plans to put fiber infrastructure in the Runway, BGV Finale at Gold Rush, and Victory Ridge on Timber Trail developments in the coming years.

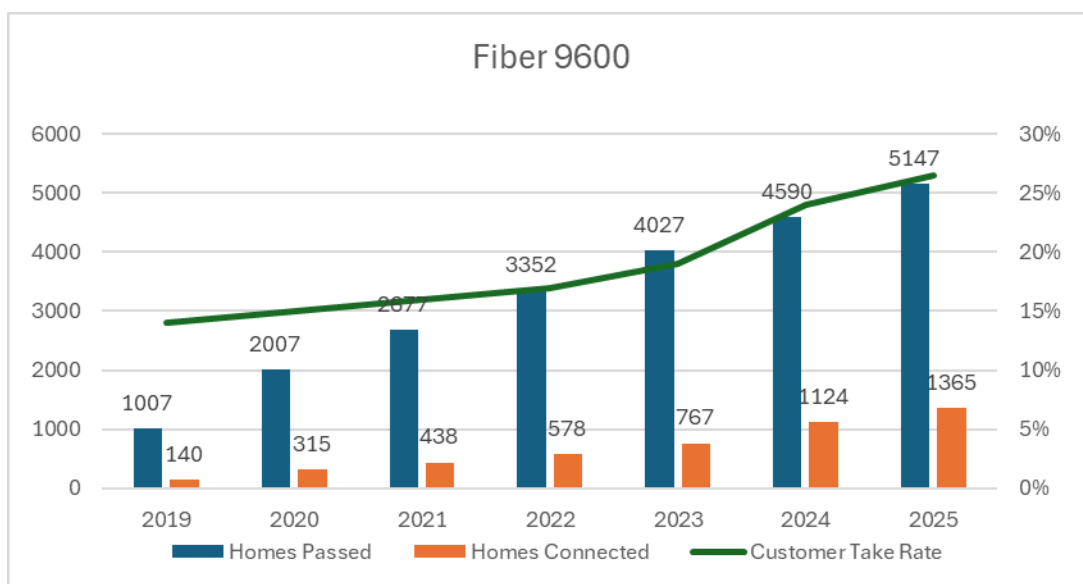
We had some success with MDU bulk contracts at the following buildings: Claimjumper, Victorian Gables, Longbranch, Ski Side Condos, and Kennington Place. We have business services to Wedgewood, Beaver Run, and Mountain Thunder Lodge. There are other MDUs that have expressed interest in Fiber 9600 and are working through the details: The Village at Breck, Elk Ridge, Sawmill Condos, Tyra, and Powder Ridge.

We have been exploring other Smart City uses for the fiber infrastructure. Recently, we connected two parking signs along Hwy 9. Working with the Open Space and Trails division, we are bringing Wi-Fi to the trailheads at Carter Park, Recreation Center, and the Wellington bike park.

As of September 30, 2025, Allo had 1,365 customers in Breckenridge. Compared to January 1, 2025, they had 1,124 customers, representing a 21% increase over these nine months. Approximately 53% of properties in Breckenridge are passed by the fiber infrastructure, equating to about 5,147 potential customers. The ratio of homes connected divided by homes passed equals a “take rate” of $1,365/5,147 = 26.5\%$. As described in the fiber strategic plan, our goal is to get to 3,000 homes connected and 7,000 homes passed, for a take rate of about 40%. If we continue at a 20% increase in homes connected and homes passed, we should reach our take rate goal somewhere between 2028 and 2029.

Budget:

Project Funding	
2024 CIP Prior Spending Authority	\$25,000
2025 CIP	\$2,000,000
TOTAL Funding	\$2,025,000



Carter Park Dog Park

We are excited for the Carter Park Dog Park ribbon cutting on November 11th. There are now two main entrances to the park, one near the pavilion and one near the parking lot. A sidewalk was added along the parking lot for increased pedestrian safety. There are three sections to the interior of the dog park, one very small area for training or small dogs and two other large areas for the dogs to run and play. The exterior fence height is now 5 ft. and the interior fence is 4 ft. tall. New underground drainage systems will help with spring runoff. The materials used in the park are dog friendly, including crusher fines, a sand and gravel mix, and river rock. There are berms, landscape rocks, benches, a dog fountain, and trees to add to the park experience. Wherever possible, materials were reused and trees were transplanted. There are three maintenance gates that will allow Public Works staff to enter the park for maintenance reasons. Two of these

gates will allow the Firecracker 50 race to go through the park.

Two berms were added on the south side of the dog park to aid in sled hill safety. During construction, it was noted that one of the berms would be on top of the main irrigation line. This was a concern in case of a break in the line, so we evaluated options for moving it. We determined that a new, more water efficient irrigation system in the grassy park area made sense as it would save over 160,000 gallons of water per summer and would fit into the budget. The new irrigation system has a flow sensor and smart controller that can detect abnormal flow and automatically close off the master valve if there is a leak. The system also has a Rain Bird IQ and communications cartridge that enables remote monitoring and adjustment for rainy, windy days or overwatering situations.

Some areas of the dog park have been seeded with native grasses. We will be fencing off these areas until the grass has established. We want to allow these areas to grow without dogs digging them up immediately. The irrigation construction areas in the existing grass will have sod added in the spring.

In phase 2 next year, we will connect the drainage from the pavilion to the dog park, add a shade structure, add plantings to the area between the pavilion and the dog park entrance, and address the driveway.

Budget:

Project Funding	
2024 CIP Prior Spending Authority	\$200,000
2025 CIP- Dog Park	\$450,000
2025 CIP- Drainage	\$300,000
TOTAL Funding	\$950,000

View to the west, small training area in the forefront



View to the north



View to the south





TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Mobility Staff
Date: 11/4/25 for the 11/11/25 work session
Subject: Mobility Update

Parking

Overnight Parking for Oversized Vehicles

At the September 23rd work session, staff requested Council feedback on continuing to provide a limited number of up to 15 overnight parking spaces for trailers and vehicles larger than a standard parking space, referred to as an oversized vehicle. Council's request was to not provide this amenity at the new Free Skier Shuttle Lot on McCain Drive but consider other potential options if the demand is there.

Staff reached out to lodging partners across town and received feedback that, while limited in number and dates, some groups like ski clubs, ski teams, and senior groups from the front range, New Mexico, Texas, and Oklahoma have booked lodging for this winter and intend to arrive via charter bus. Some of these groups are repeat visitors and have grown accustomed to parking their large vehicles and trailers at the former Airport Lot for the duration of their stay.

Understanding visitors have already booked lodging stays this winter based on believing the town would have the overnight parking still available, staff worked through options to provide this amenity for one more winter season. Considerations for locations were: ease of access and ease of parking for the vehicle operator, access to town transit service for the vehicle operator, ability to provide snow removal efficiently (it is difficult to remove snow around vehicles parked overnight and for up to 2 weeks at a time), cost for implementation of parking in the area, amongst other concerns. Staff believe the best location for this usage is in the current oversized area provided at the south end of the Runway project. Signage and barricades are already installed, a zone and rates are already created in our parking payment and enforcement system, a map is already available on our parking website, and the area is generally recognized by vehicle operators for this use type.

Staff's biggest concern is cost to maintain the lot throughout the winter. We requested a quote for a contractor to do snow removal in the proposed area. The quote came in at \$2,190 per month, covering November through April for a total cost of \$13,140. Staff is meeting with Finance on November 17th to discuss appropriations for 2025, including to cover the \$4,380 needed in 2025 should Council approve the proposal for this ski season. Staff does not believe parking fee revenue, estimated at \$1,000 per month, will offset the cost of snow removal. We believe we'll see three or four vehicles on busy weekends, but zero vehicles during much of the season. We understand the demand is small, but there are no alternatives in place for these large vehicles to park for an extended duration. Though the demand is small, we believe this a necessary amenity for the 25/26 ski season. Without an approved alternative for these vehicles, we believe they will be parked illegally, leading to enforcement action and frustration.

Council Feedback

Would Council like to see this amenity offered for the Winter 25/26 season?

If the above is approved, the rates proposed and approved at the September 23rd meeting and part of the 2026 Budget Retreat were: \$25/\$40 per night for oversized vehicles, depending on the day of the week. This is \$5 more per night than passenger vehicle parking at Stephen C. West Ice Arena. Does Council support this rate?

Breckenridge E Ride End of Season Update

Purpose

The purpose of this update is to provide background on how we got here, recap the 2025 season, and review the budget and system planning recommendations for next year.

Background

Transportation is the leading source of greenhouse gas (GHG) emissions in Colorado and represents about 30% of the GHG emissions inventory of Summit County. Both the [Summit Community Climate Action Plan](#) (2019) and [SustainableBreck Plan](#) (2022) call for reducing emissions from transportation 25% by 2030 and 91% by 2050. Additionally, the Town's [Council and Community Goals](#) call for "More boots & bikes, less cars" to help address the issue of "the growing volume of car traffic in Breckenridge diminishes quality of life for locals and the overall destination experience for visitors."

Some of the strategies identified in these planning documents include "*enhance local transit services, enhance route optimization and frequency, encourage other shared-mobility services, and allocate funding for micromobility.*"

In 2021, the Town conducted a feasibility study to assess if an e-bikeshare program could support these goals by providing a sustainable mobility option for getting around Breckenridge without needing to use a car. The study conducted outreach that included a public survey, an online input map, and four focus group meetings targeting stakeholder groups. It also analyzed different bikeshare system types, governance structures, data management practices, fare and fee structures, transit integration, financial planning, case studies from peer communities, and initial system design planning. The study ultimately recommended a town-owned, privately-operated bikeshare model, run seasonally May – October, starting with a pilot that could subsequently be scaled up over time. In July 2022, the Town issued a competitive request for proposals process and selected Drop Mobility as the e-bikeshare operator. The pilot launched with 75 e-bikes and 17 hub locations in May 2023, utilizing Class-1 e-bikes with swappable batteries and geofenced bike racks designed to be removed during the winter months. The successful pilot season demonstrated that a shared micromobility program in Breckenridge could deliver substantive improvements related to transportation and carbon-reduction in the community. The Breckenridge Town Council approved subsequent expansion to the system, growing to 125 bikes/25 hubs in 2024, and then to 170 bikes/30 hubs in 2025.

2025 Season Recap

The Breck E-Ride concluded its third season of providing a high-quality e-bikeshare service to the community. All bikes and racks have all been removed and put away as the program "hibernates" for the winter season. This year the E-Ride saw **28,291 trips taken**, a very strong result, although it does represent a slight (5%) decrease compared to last year. This trend is consistent with similar YoY declines in summer ridership experienced by both the Breck Free Ride and Summit Stage transit services, so the E-Ride is not unique in this regard.

Staff attribute the dip in ridership due to a combination of factors such as slower summer tourism, more locals purchasing their own e-bikes (thanks in part to a statewide [\\$450 e-bike tax credit](#)), and a policy change to free parking at the South Gondola lot. Another contributing factor may have been changing the user age limit to 18 and up, required by Drop Mobility's insurance, when previously users age 16 and up had been allowed.

That aside, the Breck E-Ride had a very successful season. The program averaged **153 trips/day**, replacing over **24,613 vehicle miles traveled** within the community. The average trip duration was about 15 minutes and the average trip distance was about 1.5 miles. Based on user survey data, riders reported on average that **58%** of their Breck E-Ride trips replaced trips that they would have otherwise used a private vehicle for. Using this data, we project the program reduced GHG emissions by:

21,200 pounds of CO2, 36.33 pounds of NOX, 54.21 pounds of Volatile organic compounds, and 0.21 pounds of fine particulate matter.

The addition of new bikes to the program this year made this season one of the best in terms of bike availability, reducing instances of empty hubs. The program also added a 31st hub to the system at the Ski & Racquet bus stop, late in the season. Other improvements this year included:

- Improved integration with the Transit app so that users can see E-Ride hubs alongside real-time bus locations
- Cupholders on the baskets on the 45 new bikes this year.

Drop Mobility continued to provide 7-day/week operations throughout the season, with several returning staff from last year. Drop Mobility’s local staffing included an Operations Manager, Mechanic, and 3-4 Bikeshare Technicians, which are in addition to their remote team of employees that provide customer service and technical support to the program. The local operations team performs maintenance of the bikes, swaps batteries, and rebalances the system daily using an all-electric Ford E-Transit van that further improves the carbon-reduction impact as well as the community’s experience.

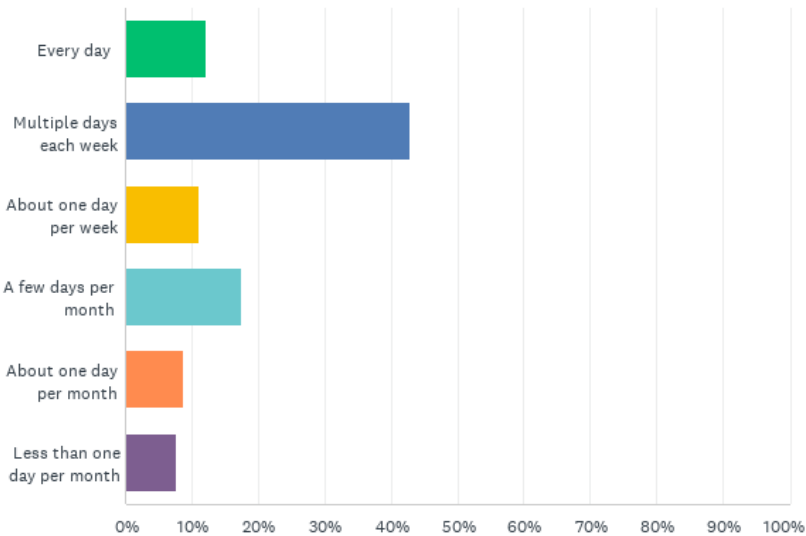


All electric E-Transit Van used for daily operations.

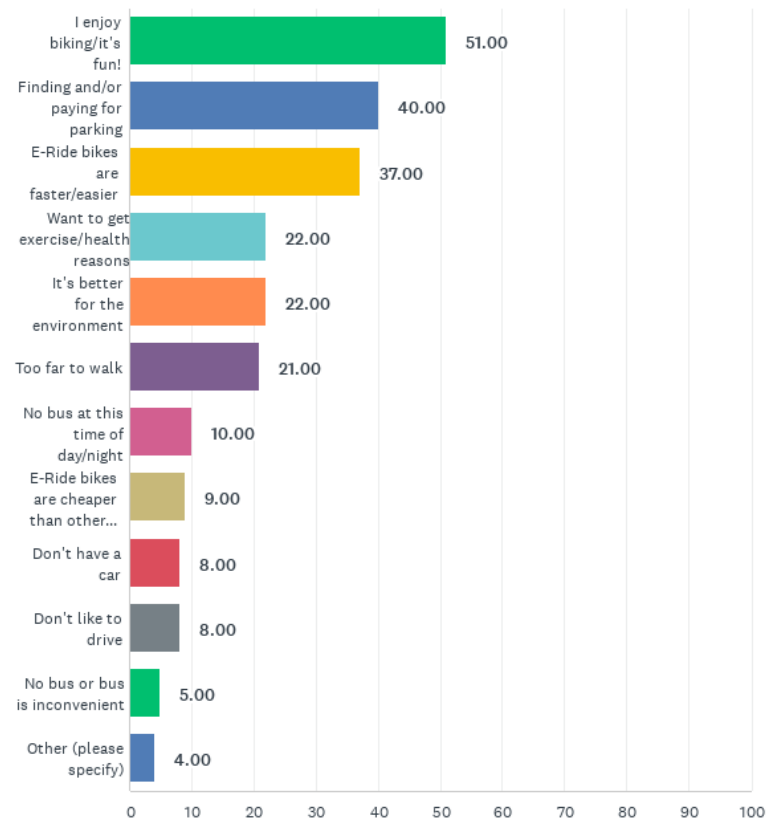
This year’s annual E-Ride survey received 135 responses (78.5% had used the E-Ride before, 21.5% had not) and showed that **98.9%** of respondents either agreed or strongly agreed with the statement “Breck E-Ride is a convenient way for people to get around Breckenridge in the summer.”

Some additional interesting survey response data is summarized in the charts below:

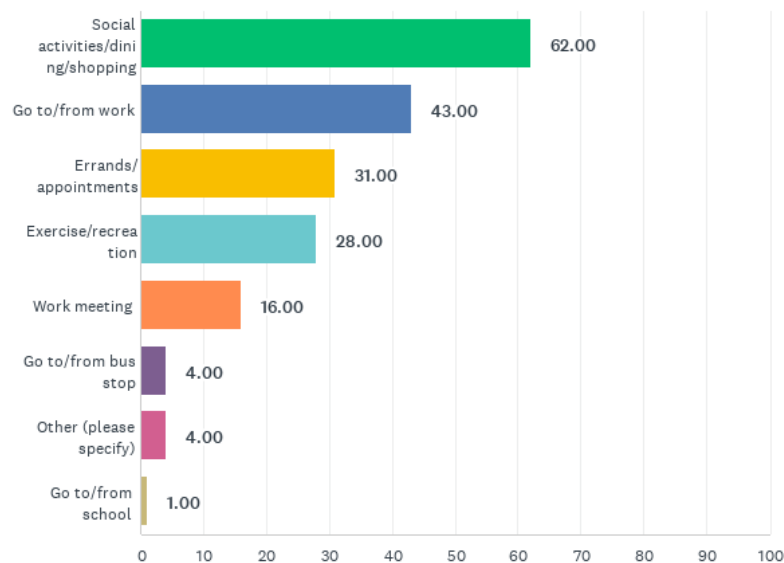
Q4 In a typical summer month, how often do you use the Breck E-Ride? (Select only one)



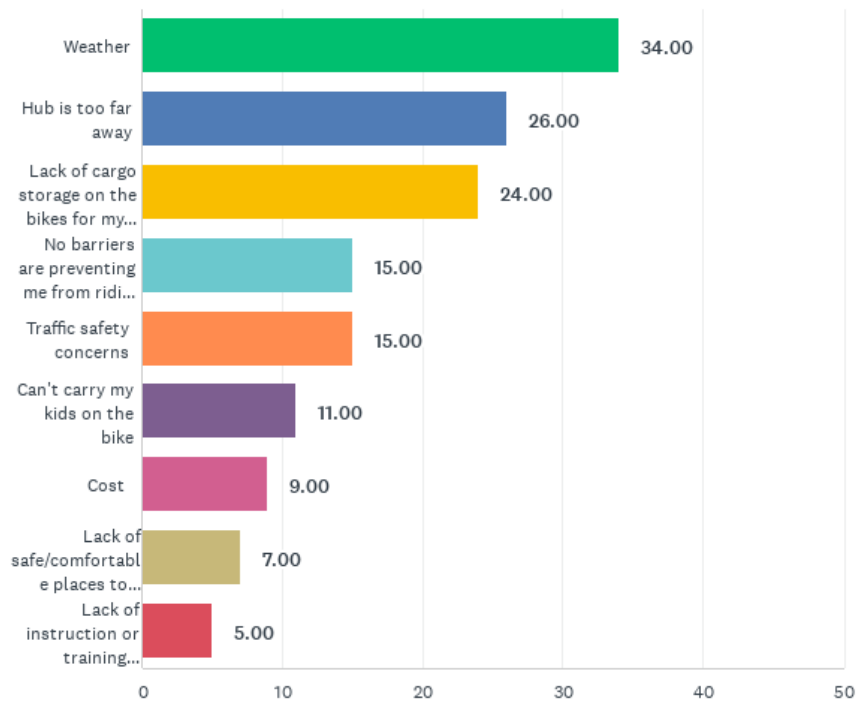
Q6 What are the reasons you choose to take the Breck E-Ride to make a trip, over another transportation mode? (Select only top 3)



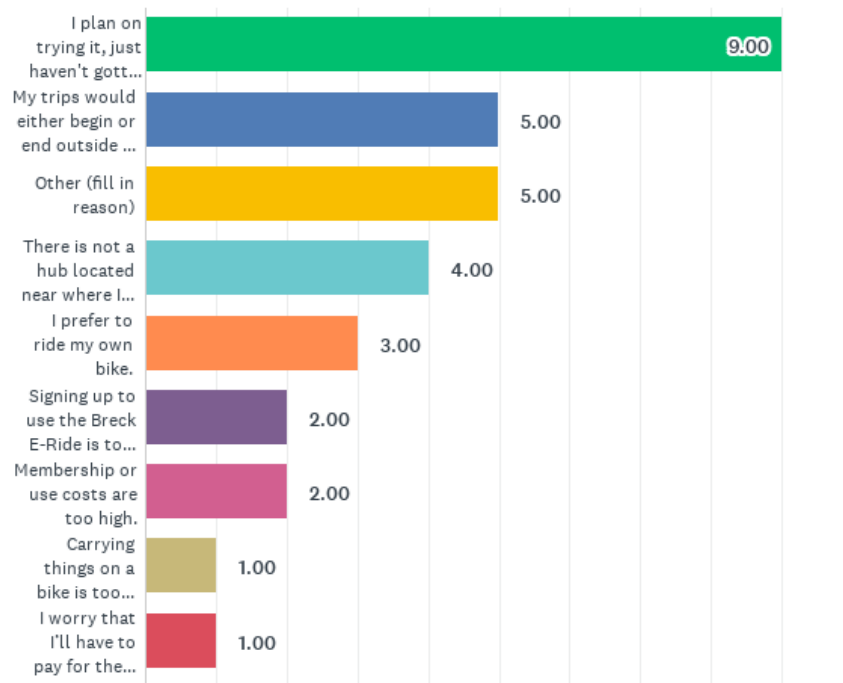
Q7 Please select the most common trip purposes of your Breck E-Ride Trips? (Select only top 3)



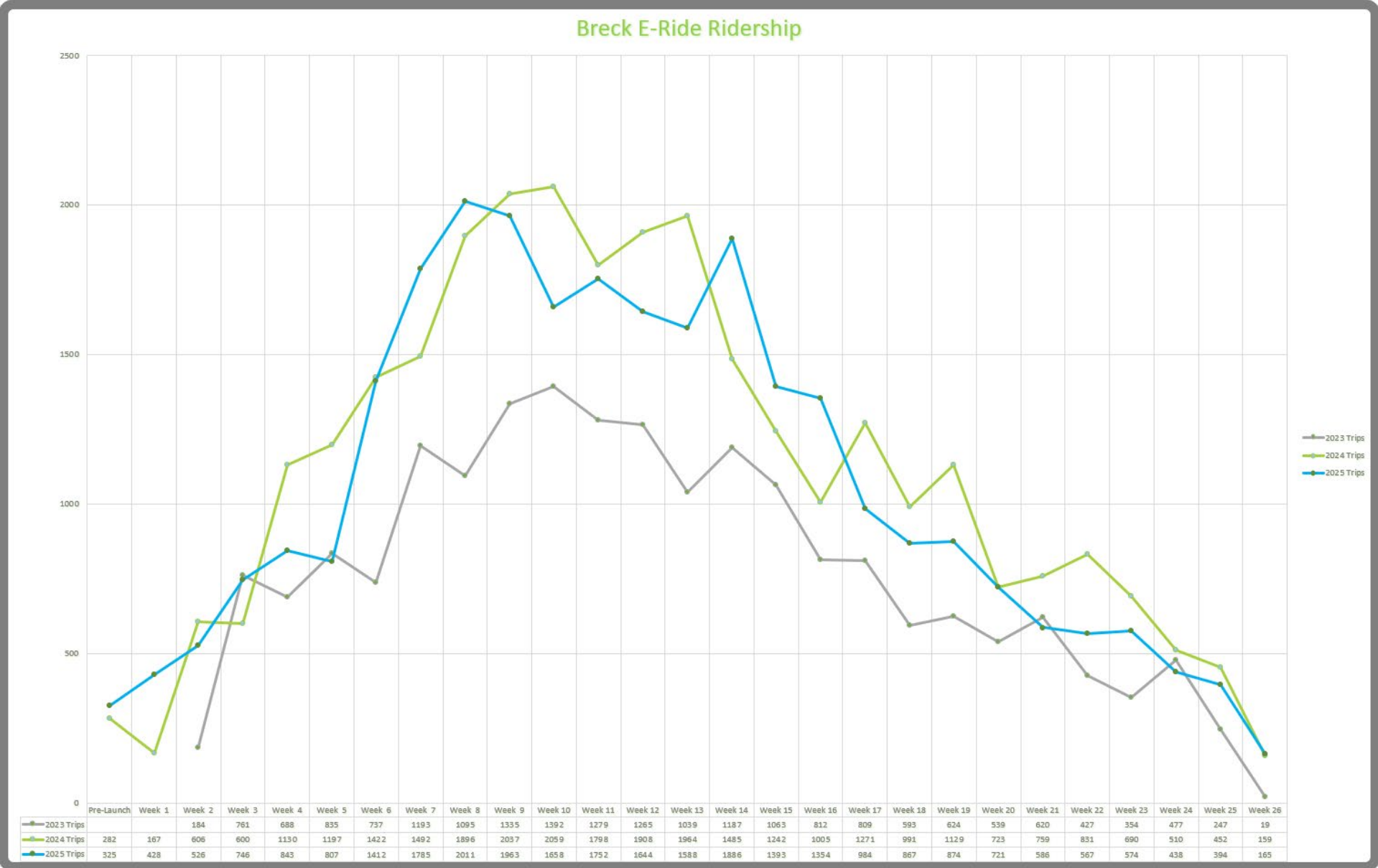
Q8 What prevents you from riding the Beck E-Ride more often? (Check all that apply)



Q10 You indicated that you have never ridden a Breck E-Ride Bike before. What has prevented you taking a ride? (Check all that apply)



Year-over-year ridership



2025 Hub Utilization Data

The utilization of system hub locations is broken down by trip starts and trip ends, on the chart below:

	Hub Name	Trip STARTS	Trip ENDS
1	Breck Terrace 2	3338	3366
2	Town Hall / Bike Plaza	2847	3081
3	Riverwalk Center	2378	2725
4	Transit Center/Gondola	2250	2388
5	Rec Center	1584	1459
6	City Market	1446	1496
7	Arts District Campus	1125	1234
8	Blue 52 / River Park	1080	1173
9	Larkspur	1042	950
10	F-Lot	1031	1192
11	Wellington Neighborhood	865	837
12	Huron Landing / Kenington Place	841	713
13	Tonopah Lot	788	950
14	Nordic Center	787	588
15	Vista Verde 2	756	673
16	Base Peak 8	745	426
17	Public Works / Valley Brook	685	614
18	French Creek Neighborhood	497	450
19	High Tor Rd	480	479
20	Post office	465	506
21	Lower Warrior's Mark	422	391
22	Popsicle Park	394	383
23	Colorado Mountain College (CMC)	386	334
24	Library	386	405
25	Ice Rink / Troll	346	306
26	Upper Warrior's Mark	250	271
27	Lincoln Park/Stables Village	249	265
28	Wellington Rd / French Creek Trail	239	148
29	Royal Tiger Bus Stop	171	123
30	Carter Park	166	177

Financials

The Drop Mobility contract cost for this year's program was \$450,800 with 55% of that expense covered by a [Community Accelerated Mobility Project \(CAMP\)](#) grant from the Community Access Enterprise, administered by the Colorado Energy Office. The contract budget covers the cost for Drop Mobility to provide a turnkey e-bikeshare program including the hardware, software, maintenance, operations, and customer support. Our contract with Drop Mobility includes a 50-50 revenue share of user fees between Drop and the Town, and staff projects the Town will receive upwards of \$36,871 in program revenue from the 2025 season.

Looking forward to next year, staff proposed keeping the program budget flat, at the \$450,800 level, while still expanding the overall system. This is possible due to the contract terms with Drop Mobility, in which after three years of leasing a bike, the lease costs go away and shift to a much lower annual parts warranty cost. With the first tranche of 75 e-bikes hitting their fourth-year next year, there is an anticipated savings of approximately \$50,000. Staff propose using those savings to continue to add select hubs and bikes next year, while maintaining the program expense flat to the 2025 budget amount. CAMP grant funding is split across both the 2025 and 2026 seasons, so another \$250,000 of CAMP grant funding will be applied next year to offset over half of the program's expense.

2026 System Planning

The E-Ride is a “hub-to-hub” system meaning that users must start and end a ride at designated geofenced hub locations. Increasing the number of hub locations expands the number of people that can access the bikeshare. It also improves the utility of the service to existing users by allowing them to travel to and from more locations. Currently, geographic coverage gaps in the service area remain, and the Town continues to receive requests from the public for new hub locations. According to our survey data, “*hub is too far away*” is the top reason cited behind weather for what prevents people from riding the Breck E-Ride more often. A few key elements that we must consider when siting new hub locations:

- Located on property owned or controlled by the Town. If on private property, need to obtain an encroachment license agreement from the property owner or HOA agreeable to it.
- Higher population density, workforce housing locations, or other popular or important community destinations that people want/need to access.
- Ability for bikes to arrive/depart from the location with relative ease/safety (Avoiding vehicle/ped conflicts or having to go over a curb)
- Ability to access the hub with the operations van (typically within ~15 yards)
- A flat 7'x16' space for placement of a single rack
- Hubs serve a surrounding area of about 0.15 mile, or within a ~3-minute walk

Considering these factors, staff has vetted a list of eight (8) total expansion hub opportunities for next year. Staff have prioritized “Tier 1” (3 locations) and “Tier 2” (5 locations) on this [system planning map](#). After observations from this season, staff is confident that the system can grow to 32 hubs without adding any additional e-bikes. For each additional hub beyond 32, four additional e-bikes need to be added to the fleet to maintain optimal availability and service levels.

Staff’s recommendation is to grow the program to a total system size of 194 e-bikes and 38 hub locations for next year. This can be accomplished within the 2025 budget levels discussed in the previous section. The proposed expansion hub locations for next year include:

Tier 1:

1. Ski and Racquet bus stop: Several community members reached out requesting a hub here. There are 10 deed-restricted units in the immediate vicinity. Staff went ahead and piloted this location for the last 7 weeks of the season and would like to see it implemented for a full season next year.
2. Highlands Riverfront: Co-located by the bus stop, adjacent to a 44-unit workforce housing condo complex. There are another 22 deed-restricted duplex units in the immediate area. The developer was very supportive, and with direction from Town staff, has prepared a hub pad for this location that is ready to go for next year.
3. Sol Center: Although there is a nearby hub at Vista Verde 2, FIRC reached out expressing interest in getting a dedicated hub for the new Sol Center’s food pantry and thrift store.

Tier 2:

4. Open Space & Trails Office: Several OS&T staff requested a hub here. This location fills a void along north Airport Rd. Several businesses and apartments in the area would also benefit from this location. Location is subject to HOA approval, and staff view this hub as a stop-gap location, used until the Runway neighborhood hub comes online.
5. Golf course: Provides access to the Golf facilities for both staff and users alike. Golf staff have expressed support.
6. Fairview Circle (NW corner): This location was requested by multiple people in our annual survey and provides good connectivity to Summit Stage bus stops that service both Breckenridge and Frisco.
7. Sawmill Reservoir (BOEC): A popular trailhead with limited parking. BOEC noted that they have 12 staff living at their wilderness campus housing
8. Snowflake trailhead: A popular trailhead with limited parking. There are high-density residential units in the surrounding area, and we’ve received several requests from residents in Tyra 2 building directly across the street.

Staff recognize the unfilled geographic gap of hubs in the Peak 9 base area, however there are no viable Town-controlled locations in this zone. Management for both Beaver Run and Alpenrock have declined the opportunity to host a hub on their property. Staff will continue to explore opportunities for private property hub placement in this area for future seasons.

Question for Council: *Does Council support staff's recommendation for growing the system to 194 e-bikes and 38 hub locations next year?*

Pricing Structure

The E-Ride's pricing structure was designed to encourage short trips for transportation and to discourage longer recreational trips to avoid competing with local bike rental shops. The "pay-as-you-go" pricing is \$4 to unlock the bike and includes 30 minutes of ride time, then costs \$0.50/minute thereafter. Locals-only membership options (available to anyone that lives, works, or owns property in Breckenridge) provide 60 minutes of free ride time per day, then \$0.15/minute thereafter. Monthly memberships were priced at \$20/month and season memberships at \$50/month. The program's pricing structure positions the E-Ride as one of the more affordable micromobility programs in the US, and an "Equity Pass" option is also available to income-qualified individuals that offers a 50% discount on memberships. This season, approximately 36% of all trips were made using the "Pay-as-you-go" payment option and 64% of trips were made using one of the locals-only membership options.

The breakdown of memberships sold by type is shown in the chart below:

Membership type	2023	2024	2025
Monthly Pass	644	144	117
Seasonal Pass	223	229	294
Equity Monthly Pass	6	6	0
Equity Seasonal Pass	1	4	5
ToB Staff Pass	151	186	176
NRO Pass	N/A	46	42

NRO musicians are offered a discounted "NRO Pass" that was a season pass for \$20 (normally \$50). The "Staff Pass" is a free membership offered to all Town of Breckenridge employees as an employee benefit, and 176 employees took advantage and activated their passes this year. The program is well-utilized by Town of Breck staff, who frequently used e-ride bikes to travel between meetings, town facilities, or for running quick errands on lunch breaks.

Staff find the current pricing structure is working well and the only change recommended for next year is to increase the daily minutes for season membership to 75 minutes, while maintaining the price of \$50. This would increase their value compared to monthly membership, which would remain at 60 minutes/day.

E-Ride e-cargo bikes

The Town is excited to announce that we received notice of award from the Colorado Energy Office for their [E-Cargo Bike Grant](#) opportunity. The grant will fully fund the purchase of two (2) new Drop Mobility E-cargo bikes to be added into the e-bikeshare program next season.



According to our user survey, after *weather* and *lack of a hub nearby*, the third highest ranked obstacle to using the E-Ride more often was *lack of cargo storage* on bikes. While there are still many details to be worked out, staff's initial approach is to place one cargo bike at the City Market grocery store hub and the other at the Sol Center to support community members' ability to haul groceries or items back from the food pantry/thrift store. Community members would use them as they would any E-Ride bike to make one-way trips, and the operations team would rebalance the e-cargo bikes back to their "home" locations when they come across them at other places.

Integrating cargo bikes into bikeshare models is still a novel concept, and staff are excited to pioneer this new frontier in Breckenridge.

Council Feedback & Discussion

Given the success of the Breck E-Ride program in its third year, staff recommend continued expansion of the program in 2026 to increase sustainable transportation options that reduce traffic and parking congestion, as well as reduce vehicle miles traveled and the associated greenhouse gas emissions.

Staff would like feedback from the council regarding the recommendations provided for next year's budget and system planning.

Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 11/11/25
Subject: Sustainability Update

Energy

Thermal Energy Network

Staff is scheduling a time for our consultants at Grey Edge Group to come present a Thermal Energy Network 101 to the Council. We expect that to occur the second meeting in November or the first meeting in December.

Renewable Electricity Procurement

Staff has been working to procure additional renewable energy capacity to meet our 100% renewable electricity goal. Construction is anticipated to commence in January on Pivot Solar 60, a 1.32 MW capacity virtual net-metering solar array in eastern Colorado (see attached Virtual Net Metering info sheet). Additionally, Pivot Energy and Breckenridge were just awarded a 1.74 MW project in Logan County (NE Colorado). Once constructed, it would produce an estimated 3,349,500 kWh. Both projects allow the renewable energy certificates (RECs) to be retired on the Town's behalf, meaning we can claim the "green attributes" of the energy produced toward our goal (see attached REC info sheet for more information).

Material Management

Construction and Demolition Waste Update

Background

At the June 25, 2024 Council meeting, staff, High Country Conservation Center, and consultants with RRS presented the results of a stakeholder process and policy design exercise funded by a grant from the EPA to divert construction and demolition waste from the landfill. The project team proposed a series of policy provisions that included 1) covered projects, 2) a materials management plan for construction, 3) approved recyclables, and 4) diversion tracking and deposits. Based on staff research of peer communities, it was recommended that Council not adopt a C+D ordinance at that time and that more planning, resources, and coordination with Summit County Government and the Summit County Resource Allocation Park (SCRAP) occur to ensure a successful program is in place before legislating C+D diversion.

Construction and demolition debris make up 30 percent of the community's waste stream. Increasing recovery of these materials is critical to meeting local and regional sustainability targets.

The Town's SustainableBreck Plan calls for:

- A 25% reduction in landfilled waste by 2030
- Net-zero community emissions by 2040
- Improved recovery and reuse of construction materials to reduce waste-sector emissions

Since June 2024, the SCRAP has hired a dedicated position for developing a C+D program and has purchased a Rotochipper that can mulch clean pallets and lumber into a marketable product. Additionally, SCRAP has refined their list of accepted C+D materials for diversion. The SCRAP is also moving forward with adjustments to the tip fee for unsorted C+D material to encourage the sorting of divertible materials. Starting January 1, 2026, the Summit County Resource Allocation Park (SCRAP) will implement a \$150 per ton tip fee for unsorted construction and demolition (C&D) materials delivered to the landfill. Sorted loads that are free of divertible materials will be charged a reduced rate of \$85 per ton.

Purpose

This fee structure, authorized by the Summit County Board of County Commissioners (Resolution No. 2025-10), is designed to:

- Extend landfill life by reducing mixed C+D loads
- Incentivize recycling of recoverable materials such as wood, metal, concrete, and drywall
- Support the Town's and County's waste diversion and climate action goals

Contractor Action Steps

- Separate materials at the job site before hauling (metal, concrete, clean wood, drywall, etc.)
- Review C&D sorting guidelines and accepted materials at summitcountyco.gov/scrap
- Avoid mixed loads to prevent higher tip fees
- Contact SCRAP staff with questions at 970-668-4290

Why It Matters

Every ton of material diverted extends the life of the landfill and moves Summit County closer to a circular, low-waste economy. Contractors play a direct role in achieving these sustainability goals while reducing project disposal costs. For more information:

Summit County Resource Allocation Park (SCRAP)
summitcountyco.gov/scrap | 970-668-4290

There is no request of Council at this time. Information has been shared with Outreach and will be sent to Breckenridge contractors.

Pumpkin Composting Event

HC3's annual pumpkin composting program will run October 25–November 16 at the Breckenridge, Frisco, and Silverthorne Recycling Centers. Residents are encouraged to drop off pumpkins for composting during this time. Details are available at HighCountryConservation.org.



Memo

To: Breckenridge Town Council Members
From: Mae Watson, Town Clerk
Date: 11/4/2025
Subject: Committee Reports

The following committee reports have been submitted and included:

- Social Equity Advisory Commission

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	No Meeting/Report
Police Advisory Committee	Staff	No Meeting/Report
Recreation Advisory Committee	Molly Boyd	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	No Meeting/Report
Breckenridge Social Equity Advisory Commission	Flor Cruz	INCLUDED
Communications	Staff	No Meeting/Report

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



Breckenridge Social Equity Advisory Commission

October 15, 2025, 5:30pm

Breckenridge Town Hall
Council Chambers
150 Ski Hill Road
Breckenridge, CO

*Striving for racial and social equity for all by removing barriers and
facilitating opportunities to thrive*

I. Call to Order

Chair Burns called the meeting to order at 5:30pm.

Roll Call

Present: Jordan Burns, Abigail Martinez, Jotwan Daniels, Ujala Vatas, Michelle Mahoney, Carlos Lopez, Carol Saade

Virtual: June Walters

Absent:

Discussion/Approval of Agenda

Motion to Approve: Council Member Saade, Seconded: Commissioner Daniels

Discussion/Approval of the Minutes

Motion to Approve Minutes: Commissioner Mahoney, Seconded: Commissioner Daniels

II. Staff Summary

i. Seat Vacancy Update

Chair Burns announced that Commissioner Walters will continue to stay on the Commission and Carlos Lopez will be joining the Commission to fill the open seat.

ii. Pathway to Homeownership Class

Cruz shared that the Housing Department, in partnership with Summit Combined Housing Authority, will host two Pathway to Homeownership classes on October 27th and November 4th 6-7:30pm, one in Spanish and one in English with no registration required.

iii. Beginners Guide to Local Government Classes

Cruz shared that Town Clerk Mae Watson, in partnership with Colorado Mountain College (CMC), is launching a five-session pilot course on how local government works, running November 2025

through January 2026 at the CMC Breckenridge Campus auditorium. Watson noted that the first two presentations are already drafted and ready to share. Watson also mentioned that flyers, social media, and personal networks are being used to reach the public, and that registration is not required but recommended to assist with food planning.

III. Presenters

i. Laura Hickey & Samuel Spicer, CDR Associates – McCain Open Space

Laura Hickey from CDR Associates and Sam Spicer from THK Associates presented design concepts for the McCain Open Space consisting of roughly 50 acres of open space north of town. Hickey shared that the design plan aims to balance recreation, accessibility, and habitat conservation, with extensive community input gathered through surveys, meetings, and outreach.

Spicer shared the two trail concepts that were developed, one with more paved trails and one emphasizing soft-surface trails. The preferred concept favors soft-surface trails to protect sensitive habitats while maintaining full accessibility for users, including wheelchair access. He also shared that features include river access points, picnic areas, wildflower meadows, wildlife viewing platforms, and accessible parking. Spicer also shared that environmental consultants ensured the design plans supports habitat health and wildlife migration.

The commissioners discussed parking, traffic safety, environmental impact, and bathroom facilities, emphasizing permanent restrooms and natural materials in construction. Spicer and Hickey confirmed that the design avoids vehicle conflicts, enhances safety along the rec path, and minimizes ecological disturbance.

Hickey also shared that a final draft concept will be presented to the public on October 23rd at the Breckenridge Recreation Center for review and feedback.

ii. Jackie Stone, Breckenridge Backstage Theatre – Programs and Equitable Practices at Breckenridge Backstage Theatre

Jackie Stone, Producing Artistic Director of the Breckenridge Backstage Theater, provided an overview of the organization's mission, recent progress, and future goals. Stone shared that the theater is now in its 51st year and aims to enrich, educate, and entertain Summit County residents through professional and community theater and arts education. Stone stated that since joining three years ago, she has focused on increasing diversity among artists and leadership, with a 75% rise in artists of color onstage and behind the scenes. Stone shared that the theater now features at least one bilingual (English/Spanish) production annually and highlights stories from marginalized communities, such as the original play *Lady's Guide to Mountains*, about a Colorado trans mountain climber.

Stone also shared that they have launched the theater's first "Baby Theater" program for ages 0–5, offering free performances across Summit County in partnership with local libraries to promote literacy and accessibility. Additionally, Stone shared that the theater has adopted the Colorado Theater Standards and Rocky Mountain Artist Safety Alliance guidelines to promote equity, safety, and accountability in theater spaces.

Stone thanked the Commission for its grant support for the Women in the Arts event and emphasized the theater's commitment to collaboration and shared community values, inviting future partnerships.

The Commission praised Jackie Stone's leadership and the theater's progress on diversity, congratulating her and the board on a strong fit for the community. Commissioner also offered support and interest in future projects, including a suggestion to stage another Barney Ford story at the Backstage Theater.

IV. Social Equity Discussion

i. Immigration Discussion

Flor Cruz and Council Member Saade asked the Commission if they would be interested in having the Town's attorney present in a future meeting to answer questions on the Town's legal purview in regard to immigration and some recent events.

Council Member Saade also shared that the Town is working with community partners to assist with education and law enforcement information. Flor Cruz shared that Sargeant Ortega along with other local Law Enforcement agencies will participate in a community forum where they will explain local law enforcement guidelines, jurisdictions, and operations.

Commissioner Cirillo shared her personal experience, and the impact recent events have had on local schools and children. Commissioner Lopez suggested hosting licensed psychologists to help parents learn about ways to talk to their kids about recent events in a trauma-informed way. Cruz also shared that Building Hope is hosting a new support group to help impacted individuals in the community.

Commissioner Martinez expressed enthusiasm for the new initiatives and encouraged the Commission to attend upcoming events to demonstrate support, stay informed, and strengthen community trust and confidence.

Commissioner Mahoney noted that many people are unsure how to help and recommended attending the allyship workshop to gain understanding and tools for support. She also expressed compassion and solidarity with anyone in the community who has ever felt or continues to feel unwanted, unloved, or sad.

Chair Burns reminded the Commission about the upcoming Dia De Los Muertos Festival, which he hopes is a way to show the community that they are loved. Chair Burns also emphasized the importance of sharing the love and gratitude for the immigrant community.

ii. Subcommittee Updates

***Celebrate Diversity / Community Outreach & Engagement /Community Education & Influence
Immigration Rights and Advocacy
Civic Engagement***

iii. Upcoming Community Events

Chair Burns reminded the Commission about the upcoming community events.

V. Upcoming Council Items

There were no questions regarding upcoming council items.

VI. Upcoming Agenda Topics

VII. Other Matters

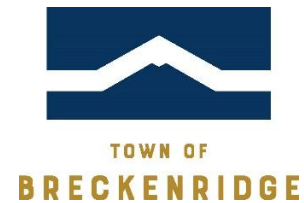
Commissioner Cirillo expressed appreciation to community members for his continued engagement and attendance, noting his presence at the meeting.

Flor Cruz encouraged everyone to complete and share the Town's resident survey, noting that Town Council heavily relies on the results to guide decisions and set priorities.

VIII. Public Comment (Non-Agenda Items)

There was no public comment.

Chair Burns adjourned the meeting at 6:58 pm.



Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation
Date: 11/5/2025 (for the 11/11/25 work session)
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on November 4, 2025. Below you will find the meeting minutes and a link to the SEPA calendar. Upcoming events such as Lighting of Breckenridge/ Race of Santas were shared in detail. The committee discussed ULLR Fest in combination with the Rockstar Open and outlined the times and locations for each festival. BTO and TOB Public Works have come to an agreement in contracting Colorado Barricades to help assist with closures during those events. There are no additional items of note.

Minutes
Breckenridge Events Committee
Tuesday, November 4, 2025
Right event, right time, right result

Attending: Jeff Edwards, Dave Feller, Kelly Sanders, Dave DePeters, Jon Dorr, Marika Page, Jen Mehlin, Tony Cooper, Carter Nelson, Tamara Nuzzaci Park, Karlie McLaughlin, Neil Kerr, Jim McBee, Cait McCluskie, Ken Miller, Lucy Kay

Guests: Sarah Wetmore, Becca Reniers, Majai Bailey, Annette Kubek, Jenny Hammock, Craig Cummings, Scott Jackman, Bill Wishowski, Kerry O'Connor, Hayden van Andel, Shannon Haynes, Jay Beckerman

- I. **Jeff Edwards called the meeting to order at 9:00 am.**
 - a The Committee Chair took roll call.
 - b A motion was made to approve October 1, 2025, meeting minutes.
 - **M/S/P**
- II. **Upcoming Events – BEC reviewed the upcoming events and had no concerns**
 - a. 12.5-6.25 Breck Create Winter Celebration
 - b. 12.6.25 Lighting of Breckenridge & Race of the Santas
 - c. 12.18-21.25 Ullr Fest Parade
 - d. 12.19.25 Rockstar Energy Open – **review concert location**
 - Rail jam at resort 3-5pm, concert in town from 7-9pm. Preferred location for concert is Blue River Plaza, which requires closing Main St for crowd safety. Alternate option, Schoonover lot, would require a similar closure of Ski Hill Rd.
- III. **Review Past Events**
 - a. 10.17-18.25 DDLM – Breck Create

- 2500 people participated throughout weekend with expanded visual programming. 20 vendors in RWC. Hispanic community was engaged and appreciative. Feedback was positive but suggested more food options.
- b. 10.31.25 Wellington Halloween
 - Strategic purpose: community event. No concerns.

IV. General Updates

- **Global Fire**
 - Global Fire is an event designed to build Breckenridge's culinary brand while celebrating Breckenridge's unique culture and history.
 - Considering a date in either June or October. Historically, a fire ban is less likely in October than late June, however, RWB Fire District feel confident they could support a June event safely.
 - a. Members of BCA, BSR, and Town Council expressed support for an October date due to the lower risk of fire ban and concerns regarding overlap with similar culinary fundraising events already occurring in late June.
 - b. Members of Beaver Run, BGV, and NRO expressed support for a June date due to the potential to draw guests in ahead of the 4th of July weekend and alignment with some of their existing programming.
 - c. BEC was evenly divided on Global Fire date. Further discussion and recommendations will happen with an ad hoc group.
- **September Event Calendar Discussion:**
 - Sept 7: Labor Day
 - Sept 11-13: *OPEN (three days after Labor Day)*
 - Sept 17-20: Breck Film Fest
 - Sept 23-25: Colo. Gov Con
 - **Sept 25-27: Oktoberfest (RWC Sept 22-27) – Conflicts *with Concrete Jams***
 - **Sept 26: Breck Create Concrete Jams (RWC Sept 23-26)**
 - a. *Suggested alternative date: Sept 12 (RWC Sept 9-13)*
 - b. *Concerns with hosting Oktoberfest during a few days after Labor Day include:*
 - i. *Potential reduction in destination visitation specifically for the event, weekend immediately following Labor Day. Negative impacts on room nights and overall business levels.*
 - ii. *Increased logistical strain on Town staff.*
 - **BCA confirmed that they will shift Concrete Jams to September 12 to accommodate Oktoberfest September 25-27.**
- **Fully Costing Out Events**
 - Discussion was prompted by a request for a contractor to manage the Main Street closure for Ullr Fest. Should certain operational costs be shifted out of Town Operations and into individual event budgets—and if so, what criteria or thresholds would trigger that change?
- **Ski Resort Winter Events Update**
 - Several events planned for the winter, kicking off with Wake Up Breck and Opening Day with live music at the DJ cat. The DJ Cat will be featured at Peak 9 base as well as parked around the mountain on various Saturdays throughout the season.
 - Community First Tracks planned for every Friday in January along with a BOEC First Tracks day for their 50th Anniversary on Saturday 1/24.
 - Extended liquor license on Overlook and looking to pilot an après event. First event will be 2/7.

- Also planning Toyota Big Mountain Challenge, Peak 9 airstream concerts, 40th Snowboarding Championships, and end of season pond skim and concerts.

V. Strategic Discussion

- BEC meetings will shift from 1 hour meetings to 1.5 hour meetings beginning in December. Meetings will shift from Wednesday to Tuesday beginning in January, and will then be held from 9-10:30am the first Tuesday of each month.

VI. Review Agenda Items for next BEC Meeting, Wednesday, November 5, 2025

- CO 150/250 on the agenda as that will pertain to most events in 2026.
- Continued Review of Strategic Matrix (Event Goals/Metrics/Performance)
- Competitive Landscape Events (Steamboat) – BTO & BCA

VII. Meeting adjourned at 10:17 am.

The Breckenridge Events Committee evaluates events against four strategic goals:

- **Build Business** - An event designed to drive revenue for greater business community.
- **Branding/Media** - An event designed to draw external media (national & international) promoting the Breckenridge brand.
- **Fundraising** - An event designed to raise awareness and funding for a non-profit organization's mission.
- **Resident Focused** - An event designed specifically for residents vs. an event more broadly marketed to visitors and residents.



Memo

To: Breckenridge Town Council
From: Dana Laverdiere, Director Human Resources
Date: November 3, 2025 (for the November 11, 2025, work session)
Subject: Town of Breckenridge Staffing Analytics

Introduction: The Town of Breckenridge continues to see positive trends in workforce stability, with Full-Time Year-Round (FTYR) turnover decreasing once again. Third quarter 2025 turnover was lower than the same period last year, contributing to another reduction in the Town’s 12-month rolling turnover rate. Town incorporated first-year turnover and overall turnover into its strategic organizational goals, helping departments, leaders, and employees maintain a focused and proactive approach to employee retention.

Nationally, employers continue to navigate a competitive labor market characterized by low unemployment, shifting workforce expectations, and strong competition for skilled employees, particularly in local government. Despite these challenges, the Town’s results demonstrate the effectiveness of its strategic approach to recruitment and retention.

Information:

The Town of Breckenridge’s Full-Time Year-Round (FTYR) turnover rate decreased from **4.8% in Q2 2025** to **2.9% in Q3 2025**, with a total of **six separations**, all of which were voluntary. This represents an improvement from the same period last year, when there were ten separations in Q3 2024. As part of continuous improvement in data accuracy and benchmarking, the Human Resources Department refined its reporting methodology in 2025 to exclude transfers of FTYR employees to Part-Time Year-Round (PTYR) or Seasonal positions from turnover calculations. This adjustment provides a clearer measure of true separation trends within the Town’s workforce.

2024 - 2025 FTYR Separation Data									
Q3 2024		Q4 2024		Q1 2025		Q2 2025		Q3 2025	
Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary
9	1	5	0	6	2	10	0	6	0
4.9%		2.5%		3.9%		4.8%		2.9%	

Turnover by Department

Separations by Department

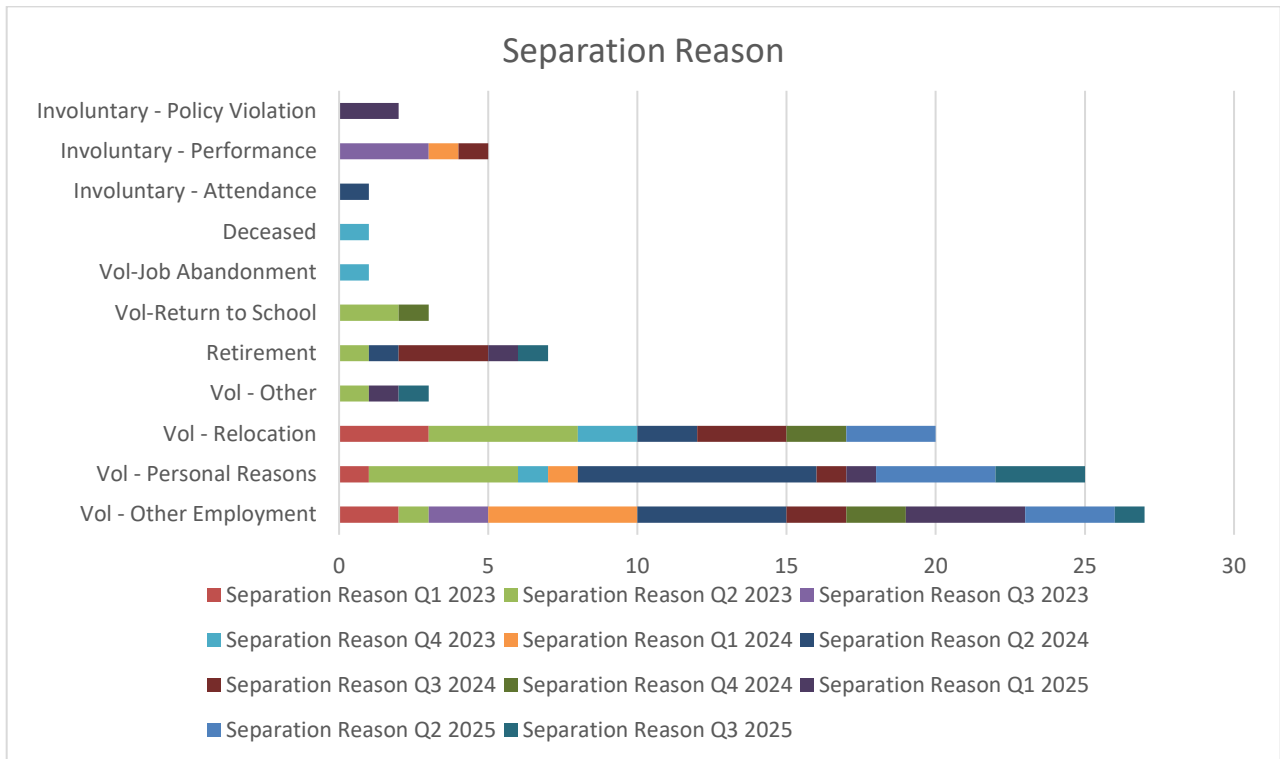
	Q4, 2024		Q1, 2025		Q2, 2025		Q3, 2025	
	Turnover	Turnover Rate	Turnover	Turnover Rate	Turnover	Turnover Rate	Turnover	Turnover Rate
Comm Dev	0	0%	0	0%	0	0%	2	14.3%
Finance	0	0%	0	0%	0	0%	0	0%
Human Resources	0	0%	0	0%	0	0%	0	0%
Muni Serv/Com Eng	0	0%	0	0%	1	14.3%	0	0%
Police	2	7.7%	2	8.0%	2	7.7%	2	8.3%
Public Works	3	2.2%	2	2.0%	7	7.1%	2	2.0%
Recreation	0	0%	5	14.3%	0	0%	0	0%
Administration	0	0%	0	0%	0	0%	0	0%
IT	NA	NA	0	0%	0	0%	0	0%
Housing	NA	NA	0	0%	0	0%	0	0%

Total Historical Turnover



The Town of Breckenridge's rolling 12-month total turnover is **14.76%**, representing a **4.55% decrease** compared to the end of 2024

Separation Reasons



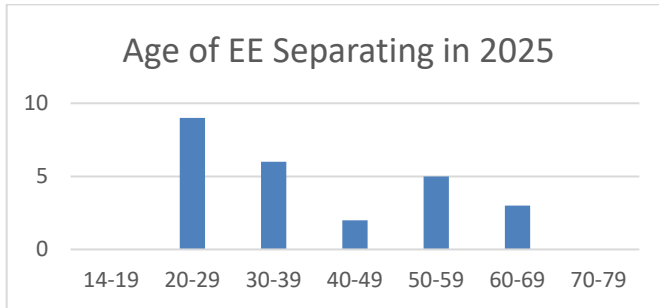
This graph illustrates separation reasons from **Q1 2023 through Q3 2025**. In Q3 2025, three employees separated for personal reasons, one accepted other employment outside of Summit County, one voluntarily separated for other reasons, and one retired.

First Year Turnover by Department

First Year Turnover by Department					
Department	Q1	Q2	Q3	Q4	Total
Comm Dev	0	0	1		1
Finance	0	0	0		0
Human Resources	0	0	0		0
Muni Services/Comm Eng.	0	0	0		0
Police	0	1	0		1
Public Works	1	2	0		3
Recreation	2	0	0		2
Administration/IT	0	0	0		0
IT	0	0	0		0
Housing	0	0	0		0
Total	3	3	1		7

In Q3 2025, one employee separated within their first year of Full-Time Year-Round employment, bringing the year-to-date total to seven.

Age of Employees Separating in 2025



Over the past two years, the highest turnover occurred among employees aged 30–39. However, in 2025, the highest turnover has shifted to the 20–29 age group, which represents only 13% of the Town’s Full-Time Year-Round workforce. Human Resources attributes this trend primarily to entry-level positions, which are often not intended as long-term career roles.

Application Volume to date

Total Applications by Quarter					
	Q1	Q2	Q3	Q4	TOTAL
2019	515	522	422	401	1860
2020	450	174	374	128	1126
2021	485	437	323	254	1499
2022	436	376	368	332	1512
2023	495	402	396	165	1458
2024	652	465	491	214	1822
2025	690	326	576		1592

During Q3 2025, the Town received **576** applications across all Full-Time, Part-Time, and Seasonal positions. This marks the highest quarterly application volume for Q3 in the past seven years, highlighting continued competitiveness and interest in the Town as an employer.

Additional Recruitment Data

Promotions from PT/Seas to FTYR					
	Q1	Q2	Q3	Q4	Total
2023	6	4	6	1	17
2024	12	3	1	1	17
2025	11	2	1		14

Promotions from FTYR to FTYR					
	Q1	Q2	Q3	Q4	Total
2023	5	9	4	3	21
2024	7	2	1	4	14
2025	5	1	0		6

This data highlights the Town’s ability to hire and promote within.

FTYR Rehires					
	Q1	Q2	Q3	Q4	Total
2023	1	7	1	0	9
2024	1	2	2	5	10
2025	0	0	0		0

Number of FTYR Hires					
	Q1	Q2	Q3	Q4	Total
2023	19	15	13	3	50
2024	18	10	14	7	49
2025	14	11	5		25

During Q3 2025, the Town onboarded five new FTYR employees, representing a decrease compared to historical quarterly averages. One hire was an internal promotion from Part-Time Seasonal to FTYR status.

Vacancy Rate

The Town's vacancy rate remained relatively stable, with 5.8% in Q3 2025, compared to 5.38% at the end of Q2 2025. As of the close of Q3, there were **13 FTYR vacancies**, including five in Public Works and five in the Police Department. With conservative economic forecasts anticipated for late 2025 and into 2026, the Town expects the vacancy rate to include a few intentional vacancies as departments carefully evaluate staffing needs and manage resources responsibly.

Volunteer Program

From June 2023 through Q3 2025, Town employees have dedicated **1,214 hours** to volunteering with local non-profits, equivalent to a **\$55,932 investment** in the community. During Q3 2025, employees contributed 298.5 hours, reflecting sustained participation in community volunteer initiatives. The Volunteer Time Off (VTO) program was included in the Town's 2025 strategic organizational goals, creating an organization-wide focus on strengthening employee connection to the community and advancing the Town's core value of Community.

Summary

The Town continues to prioritize the recruitment of highly qualified candidates and the retention of valued employees by offering competitive pay, comprehensive benefits, housing support, and effective leadership. Staff will be present at the work session to provide additional information or answer questions.

Memo

To: Town Council
From: Grant Johnson- Golf & Nordic Manager
Date: 11/6/2025 (for 11/11/2025 work session)
Subject: 2025 Golf Season Annual Review

Town Council Goals (Check all that apply)

- | | |
|---|---|
| ☐ More Boots & Bikes, Less Cars | ☒ Leading Environmental Stewardship |
| ☒ Deliver a Balanced Year-Round Economy | ☒ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

The Breckenridge Golf Club (BGC) had a very successful 2025 season. There was no decline in demand for golf at our facility this year. The purpose of this memo is to provide a review of the golf season from an operational, environmental, financial, and community standpoint.

Background

The goals of the BGC are to produce world class playing conditions, provide exceptional customer service, offer the latest merchandise in our pro shop, and provide engaging programs to our community. The BGC is also committed to environmental stewardship, by utilizing best maintenance practices (BMP's) to protect natural areas and wildlife habitat using environmentally responsible maintenance practices.

Playing conditions at the golf course were exceptional this summer. The greens, tees, and fairways survived the winter months with minimal damage, which led to excellent early season conditions. The golf maintenance team did a fantastic job executing our established agronomic practices and were able to provide outstanding turfgrass quality on all playing surfaces. Positive comments about the condition of golf course were prevalent throughout the summer.

The golf course completed several capital improvement projects this season. These include new perimeter fencing on the Bear course, resurfacing the cart paths on the Bear course, installing barrier netting at the driving range, and renovating the front exterior stairs and ADA ramp at the clubhouse. We believe these improvements enhance the overall experience at the golf course.

From an environmental standpoint, the BGC discontinued the use of herbicides containing glyphosate and dicamba for noxious weed control. The operational approach instead shifted towards mechanical removal of these weeds, as much as possible. We continue to evaluate our weed control, snow mold prevention, and fertilizer practices to minimize the use of petro-chemicals to the greatest extent possible, while also meeting state directives for noxious weed control and ensuring high quality playing conditions at 9,600 feet. We are also proud of the continued Audubon bird-friendly certification we renew every three years. The three colonies of honeybees survived their first winter and were able to thrive this summer. Our master beekeeper reported that the hives are healthy, and he is very pleased with their populations. The BGC is extremely proud of this environmental stewardship project, which enhances our local ecosystem by increasing pollinator populations.

Public Outreach/Engagement

The golf operations team strive to provide opportunities for members of our community to be introduced to golf through inclusive and supportive programs. This season we saw continued growth and participation in all our programs. Golf lessons alone increased by 48% over last season. We increased the size and number of tee times available for our men's league to meet the goal of accommodating all applicants that applied who reside in the Upper Blue Basin. In

1

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

addition, we created an online platform for resident registration which streamlines the process and saves thousands of sheets of paper annually.

The Golf Advisory Committee continued providing valuable input on topics including league play, programs, course improvements, restaurant operations, and capital projects. Our management team worked closely with the committee members to utilize their feedback and implement many of their suggestions.

Financial Implications

Demand for golf and golf services continued to peak in 2025 at the BGC. Revenue projections are favorable by \$500,000 (11%) over budget. This increase in revenue can be attributed to several factors including providing over 35,000 18-hole equivalent rounds of golf, increasing pro shop and golf club sales by 16%, and increasing golf lessons by 48%. Additionally, the creation of a winter golf simulator league helped stimulate growth in simulator revenue. Currently, our golf simulator revenue is up 39% over last year, with two months still to go in the fiscal year. The BGC anticipates strong revenue numbers again in the 2026 season.

Equity Lens

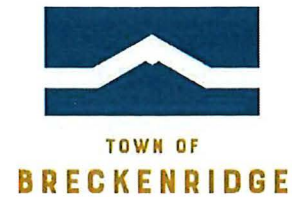
This season the golf operations team implemented several new programs, specifically focused on increasing opportunities and participation for women and junior golfers. These new programs included a Women's Only Clinic, a non-competitive 9-hole social club for women called the Niners Club, and a new Junior Golf Camp designed for high school students. These new programs were very well received and attended. In fact, there was enough demand to further expand these programs next summer.

Each year, the golf course hosts several non-profit fundraising tournaments to give back to the community. These organizations include The Summit Foundation, Little Red School House, Summit Rugby, Summit Baseball/Football, and Summit Youth Hockey. Proceeds from these fundraising events help aid the non-profit organizations with operational costs and provide scholarship opportunities for children in the community.

This off-season, the golf operations team will focus on finding ways to involve underrepresented populations within our community. Some ideas include a scholarship program for junior and adult clinics, creating a Spanish speaking only clinic, and utilizing social media platforms to promote our golf programs in Spanish. The BGC wants to be welcoming and inclusive to all members of our community.

Staff Recommendation

This memo provides a review of the 2025 golf season, and there is no current recommendation or request for action from the Town Council.



Memo

To: Town Council
From: Kyle Griffin, Revenue Compliance Auditor
Date: November 5, 2025 (for November 11, 2025)
Subject: 2026 Annual Audit Plan

Town Council Goals (Check all that apply)

- | | |
|---|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☒ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

Attached, you will find the 2026 Annual Audit Plan. This document outlines assurance efforts that will be undertaken by the Town's Finance Department staff in 2026 to increase compliance with Title 3 and Title 4 of the Breckenridge Municipal Code. This plan supports transparency and fiscal stewardship by outlining audit priorities for 2026.

Background

Since 2023, the Town of Breckenridge Finance Department has demonstrated a renewed commitment to economic integrity and the enhancement of resources geared toward the business community. This commitment to integrity resulted in the hiring of additional staff to manage business onboarding, assistance, and compliance, as well as the development of an auditing program based upon the authority provided in section 3-2-18 of the Breckenridge Municipal Code. Building on this foundation, the 2026 Annual Audit Plan formalizes and publishes the Town's audit approach to promote transparency and accountability.

Public outreach/engagement

The Annual Audit Plan will be published on the Town's website to promote transparency and public understanding of compliance activities. Staff will also continue to provide outreach and education for local businesses regarding their tax and licensing obligations.

Financial Implications

Tax and licensing compliance efforts by staff in 2025 have resulted in the successful collection of \$900,000 year-to-date. Collections based upon the results of audits account for \$118,000 of this year-to-date figure. Post-audit compliance by auditees results in future collections that are not included in these figures. Auditing also promotes compliance by those taxpayers who are not under audit through an increased awareness that the Town of Breckenridge is willing to engage in assurance efforts.

Equity Lens

A fair, transparent, and consistent audit process ensures that all businesses contribute equitably to the community resources that sustain initiatives of the Breckenridge Social Equity Advisory Commission (BSEAC) and the Diversity, Equity, and Inclusion (DEI) Committee. By promoting voluntary compliance, identifying uncollected revenues, and maintaining public trust in the Town's fiscal stewardship, auditing provides funding assurances that enable equitable access to services, programs, and opportunities for all who live, work and visit.

Staff Recommendation

We recommend that Council approve of this plan and its publication on the Town of Breckenridge website.

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Finance Department 2026 Annual Audit Plan



Auditor's Letter

Beginning in 2023, the Town of Breckenridge Finance Department initiated a renewed commitment to economic integrity and the enhancement of resources geared toward the business community. This commitment to integrity resulted in the hiring of additional staff to manage business onboarding, assistance and compliance, as well as the development of an auditing program based upon the authority defined by the Town's municipal code. Moving forward in 2026, that initiative evolves to include the publishing of an annual audit plan.

The annual audit plan increases transparency for all stakeholders within the Town of Breckenridge by communicating the focus and intention of our audit program in the coming fiscal year. When approached with due professional care, auditing has the potential to improve our Town's economic sustainability through the promotion of integrity. The auditing of taxation, licensing, and other statutory requirements provides greater assurance that a level playing field exists for all who choose to conduct business in Breckenridge and deters the development of a competitive edge based upon disregard for municipal code. In the coming fiscal year, Town staff intend to focus on the three major economic sectors of lodging, food & beverage, and construction. Each of these sectors is a cornerstone of our local economy, providing a variety of employment opportunities to our local workforce and supporting other tertiary sectors fueled by tourism.

In pursuing an annual audit plan, Town staff seek to take a holistic approach. Risk-based analysis, prior compliance records, community concern, and direction from Town Council are all channels which contribute to plan development. Functioning as a small team within the Town's Finance Department, we rely on these channels to guide our direction toward the best use of taxpayer resources and welcome stakeholder involvement in the development of the plan. The economic environment in which we operate is constantly evolving, and it is possible that unanticipated events may compel us to shift the focus of our audit plan. Therefore, we treat this plan as a living document that allows us to respond to new risks and opportunities as they arise.

We look forward to 2026 as we strive to provide both assurance and transparency in our process. As a finance department, we are committed to using staff time and the economic resources of our community in the most efficient and effective manner possible. As a Certified Management Accountant and Internal Audit Practitioner, I am bound by codes of ethics and standards of professional practice. I pledge to uphold those ethics and professional standards in my leadership of the audit function.

Kyle Griffin MSF, CMA, IAP
Revenue Compliance Auditor
Town of Breckenridge

Audit Focus Details

Lodging Sector

The provision of lodging is an essential element of the tourism sector that drives secondary and tertiary businesses locally, providing many citizens with the opportunity to live and work in our community. Due to the expansive scale of this sector, the variety and complexity of business models used by lodging providers is noteworthy. Our experience in several audits of this sector show that the risk of tax and licensing misapplication is moderate, but the consequence of that misapplication is high due to prevailing price levels in the current market. Therefore, further audits are warranted. At times, individual audits may carry forward from prior fiscal years into the next. If this pattern proves to be the case, holdover audits that span fiscal years will be highlighted in future audit plans. As it happens, audits which will carry forward from 2025 are based in the lodging sector.

Food & Beverage Sector

There are over 125 licensed food and beverage businesses located within the Town of Breckenridge, a figure which demonstrates the scale and importance of this sector to both visitors and local citizens. According to the Bureau of Labor Statistics, the national average annual employee turnover rate of this sector is 65%. Additionally, an estimated 17% of restaurants close within a year of opening, and 50% of restaurants close within five years. These trends produce a more volatile environment that weakens internal controls and leads to inaccuracies in tax and licensing compliance, despite the best of intentions. Although overall the financial consequences of errors are smaller in this sector, the probability of errors occurring is high. Therefore, audits are warranted. A major goal of audits in this sector is to provide guidance and, if applicable, help businesses enhance their internal control environment to be more resilient to changes in staffing or leadership.

Construction Sector

Any project providing buildings or other infrastructure translates to the hiring of many local and regional general contractors, subcontractors, and suppliers that provide the necessary components to bring blueprints to life. Due in part to multiple layers of municipal code compliance required in this sector, as well as the nature of professional trade businesses, increasing awareness of local taxation and licensing statutes has historically been a focus of the Finance Department. Recent experience and inquiries indicate that there continues to be a high occurrence of tax misapplication on supplies and licensing noncompliance of on-site service providers. Due to the high costs involved in construction, the consequences of each occurrence are generally moderate or high in terms of tax liability, indicating that selective audits are warranted to increase awareness and compliance.

Audit Selection Process

The annual audit plan brings together audit leads from a variety of sources, both internal and external. Though all audit leads are valuable, those which are determined to have the highest frequency of occurrence and greatest consequence per occurrence are given priority considering the limited resources available for pursuit. Generally, audit leads are generated from the sources listed below.

- Prior noncompliance with statutes
 - Non-filing, non-payment, assessment or lien in tax, licensing, or other statutes
- Community whistleblowers
 - Concerned citizens who call attention to potential compliance issues
- Media
 - Advertisements, upcoming public events, or news stories referencing organizations which are not licensed to conduct business locally
- Municipal partners
 - Risks identified by other local governmental entities that could also impact our community
- Sector focus
 - Deliberate engagement within sectors that are known to have higher risk profiles
- Municipal operations
 - Risks that are identified in the course of ongoing work that involves the Town of Breckenridge
- Contracted auditor
 - Offers of a coordinated audit provided by external contractors among similar municipalities, or municipalities where a business is known to operate
- Post audit follow up
 - Periodic audits that are performed on a routine basis per industry or individual organization based upon persistent noncompliance or recommendations by previous auditors assigned

Phases of Audit Performance

1. Diligence
 - The auditor gathers information and leads on prospective auditees. These leads are then prioritized in order of the risk profile.
2. Audit Authorization
 - The auditor presents potential cases to their supervisor, who provides further review and approval for engagement if appropriate.
3. Notice of Engagement
 - Notice issued to auditee via email, mail, and phone. An initial meeting date is set to discuss the engagement.
4. Initial Meeting & Engagement Plan
 - In-person meeting or video conference. Introductions are made and points of contact agreed upon. Initial inquiries by both parties lead to the engagement plan being created. This plan will guide the auditor through the review process.
5. Records Request
 - Electronic or physical evidence is requested by the auditor. Provisions for alternative formats may be agreed upon based on availability or necessity.
6. Audit Documentation & Interim Communications
 - Often considered the core product of the audit, audit documentation analyzes evidence and compares records provided against external sources and statutes. Clarifications on records are made through additional communications, exceptions are noted, and findings are outlined.
7. Draft Audit Report
 - Draft audit documentation is issued to the auditee, and findings are outlined in a draft audit report. This information is presented to the auditee for inspection and follow-up, particularly when questions of fact are not agreed upon.
8. Final Audit Meeting
 - Final engagement documents and audit reports are produced by the auditor and presented to the auditee. In most cases, all parties involved agree that the conclusions of the audit are trustworthy and correct.
9. Assessment or Refund
 - Audits may conclude with an assessment of liabilities due, a refund of overpayments, or the conclusion that the auditee has performed duties according to statute and no further action is required.



Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Date: November 5, 2025 (for November 11, 2025)
Subject: Town Commission Appointment Process

Town Council Goals

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

Staff seek guidance from Town Council regarding the preferred appointment process for vacancies on Town code-based advisory commissions. In particular, the Planning Commission (PC), Liquor and Marijuana Licensing Authority (LMLA), and Open Space Advisory Commission (BOSAC) are code-mandated commissions that require Town Council approval for member appointments. Council direction regarding the appointment process for these code-based commissions will enable staff to implement the process for upcoming scheduled vacancies.

Background

Town Council and staff greatly value the time, effort, and insight provided by all Town commissions, including those mandated by [Town code](#)- the Planning Commission, Liquor and Marijuana Licensing Commission, and the Open Space Advisory Commission. Several other staff advisory committees also serve critical roles as staff sounding boards and community communication conduits but have less formal, staff-driven selection processes. Examples of the non-code mandated committees include the Police Advisory Committee, Golf Advisory Committee, and Recreation Advisory Committee. The Breckenridge Social Equity Advisory Commission (BSEAC) was formed by resolution as a temporary commission so that residents from outside Town limits can serve. The commissioner appointment process for BSEAC has been based on a subcommittee recommendation approved by Town Council vote. The attached table outlines the Town's commissions and committees, term lengths, current appointment processes, and upcoming appointment timeframes.

In the coming year, commissioner vacancies are scheduled for BOSAC (April 2026), PC (October 2026), and LMLA (December 2026). In preparation for these vacancies, staff seek Town Council guidance regarding the preferred appointment process for these three commissions.

Currently, applicants for these three commissions submit letters of interest, are interviewed by Town Council during a work session, and are then voted on by Town Council during the regular meeting. The current process provides Town Council a somewhat limited (3-5 minute) timeframe in which to evaluate applicants in-person and has also proven challenging when large numbers of applicants apply and applicant interviews comprise a significant portion of the Town Council's work session agenda.

To address these challenges, staff recommend Town Council consider alternate appointment processes for any or all of the three Town Council-appointed commissions. Potential appointment process options could include:

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1. Retain the current approach where Town Council interviews candidates during work session and then votes during the regular meeting to confirm appointments.
2. Appoint a sub-committee (potentially including a current commissioner(s), staff member(s), and Council liaison (BOSAC only)) to implement a longer format interview separate from the Town Council work session and then vote on the sub-committee recommendation at the Town Council regular meeting.
3. Appoint a sub-committee (similar to #2 above) to implement a longer format interview separate from the Town Council work session and then interview a smaller number of subcommittee-recommended "finalists" during work session prior to a Town Council regular meeting vote.

Public outreach/engagement

Town commissions and committees provide essential forums for public outreach and engagement that greatly benefit Town Council in their deliberations. Town commission vacancies are advertised widely and in multiple languages to solicit numerous qualified applicants. However, public outreach for this discussion regarding the appointment process was based on standard public noticing as required by Town code.

Financial Implications

None.

Equity Lens

In evaluating the process for candidate appointments, staff strived to ensure that untapped and marginalized groups are represented in the candidate pools for Town commissions and committees. The intention of this appointment process discussion is to ensure that candidate interviews provide a thorough opportunity to evaluate candidates' diverse and meaningful skills and backgrounds. The process for soliciting and approving applicants for Town commissions and committees is designed to be inclusive, thereby providing members of the Breckenridge community with an opportunity to serve, while building trust and communication paths.

Staff Recommendation

Staff recommend Town Council review and consider the attached table and the suggested options above and then provide guidance to staff regarding the process of appointing Town commissions and committee members.

Town of Breckenridge Commissions and Committees

Commission	Type	Term Length	Current Appointment Process	Appointment Timeframe
Planning Commission (PC)	Town Code-based , quasi-judicial	4 years	Interview by Council, vote in open session	Four commissioners to be appointed in October 2026
Liquor and Marijuana Licensing Authority (LMLA)	Town Code-based , state mandated, quasi-judicial	4 years	Interview by Council, vote in open session	Three commissioners to be appointed in December 2025
Breckenridge Open Space Advisory Commission (BOSAC)	Town Code-based	4 years	Interview by Council, vote in open session	Three commissioners to be appointed in April 2026
Breckenridge Social Equity Advisory Commission (BSEAC)	Temporary	3 years	Subcommittee recommendation to Council, vote in open session	One commissioner to be appointed in December 2026
Police Department Advisory Committee	Staff Advisory	n/a	Staff selected	n/a
Recreation Department Advisory Committee	Staff Advisory	n/a	Staff selected	n/a
Golf Advisory Committee	Staff Advisory	n/a	Staff selected	n/a