



TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, February 13, 2024, 3:00 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. Login information is available in the calendar section of our website: www.townofbreckenridge.com. If you will 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.

I. COMMUNITY CARE CLINIC PRESENTATION (3:00-3:15pm)

II. PLANNING COMMISSION DECISIONS (3:15-3:20pm)

Planning Commission Decisions

III. LEGISLATIVE REVIEW (3:20-3:40pm)

Lighting Code Amendments (Second Reading)

2023 Supplemental Budget Appropriation (First Reading)

Housing Code Amendment Regarding Liens for Unpaid Administrative Fines (First Reading)

Housing Code Amendment Regarding Administrative Appeals (First Reading)

Resolution to Approve the Climate Equity Plan (Resolution)

Hazmat IGA (Resolution)

IV. MANAGERS REPORT (3:40-4:00pm)

Public Projects Update

Mobility Update

Sustainability Update

Housing and Childcare Update

Open Space Update

Committee Reports

Breckenridge Events Committee

Grants Update

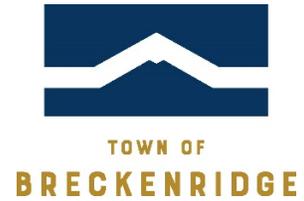
V. PLANNING MATTERS (4:00-6:00pm)

Demolition by Neglect Work Session

Blue River Pathways Draft Plan

BGV Development Agreement Work Session

VI. EXECUTIVE SESSION - Legal Advice (6:00pm)



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: February 7, 2024
Subject: Planning Commission Decisions of the February 6, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, February 6, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Messerich Residence Residing, 205 E. Washington Avenue, PL-2024-0008
A proposal to restore and replace exterior clapboard siding, remove deteriorating asphalt shingle siding, and paint new colors. *Called up and approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Messerich Residence
Re-Siding, 205 E
Washington Ave.



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Susan Propper
Ethan Guerra	Steve Gerard	Elaine Gort	

APPROVAL OF MINUTES

With no changes, January 16, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the February 6, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

CONSENT CALENDAR:

1. Messerich Residence Residing (SVC), 205 E. Washington Avenue, PL-2024-0008

Mr. Gerard made a motion to call up Messerich Residence Residing, seconded by Mr. Frechter. The motion passed unanimously and the project was called up.

Ms. Crump presented an overview of a proposal to restore and replace historic exterior clapboard siding, remove deteriorating asphalt shingle siding, and paint.

Commissioner Questions / Comments:

Mr. Frechter: What's the specification for matching? Is that in terms of texture or dimensions? (Ms. Crump: The handbook states that texture should be that which was used historically but it's not specified, we would prefer new material match in both texture, dimensions, and color. It is possible for them to buy four-inch lap fiber cement siding and it would have a texture similar to natural wood.) How much are we allowed to put a more durable material close to the ground to better follow building codes? (Ms. Crump: I don't know the building code but because the structure is historic, I believe the historic guidelines would override and can dictate the natural wood siding be maintained to the ground.) (Mr. Truckey: I don't believe there's anything in the building code that requires that) (Mr. Kulick: We do allow more durable materials such as rock around the base but if there's historic materials we would want them maintained.)

Ms. Gort: What's the benefit of using the Hardie board over regular wood besides the water issue? (Ms. Crump: It's a more durable product. It's a wood fiber product made with cement and fly ash from coal that creates a durable compound material. It's hard to chip and is weather and fire resistant which is more durable than natural wood. Some Commissioners may have another opinion.) Is the cost similar to wood? (Ms. Crump: Less in cost but the installation costs can be more due to the weight of the product.)

Mr. Gerard: Has Staff formed any opinions as to if any of the facades are unrestorable? (Ms. Crump: The sides that have had shingles removed seem to be very salvageable, especially the front façade; more investigation is needed for the rear because it's south facing with more sun and weather exposure. From initial investigation the natural wood siding seemed spongy and rotted from moisture in the rear.) Is it Staff's feeling that rather than treat this like a preliminary hearing you have added conditions of what to do based on the historic siding discovered and the condition of the siding? (Ms. Crump: That is how the proposed conditions currently read, that if material is discovered to not

be salvageable then it could be replaced with new material, so yes because it is a lower-level classification of permit this would be a combined hearing.) (Mr. Truckey: We feel if we get the overall direction from the Commission during this meeting, Staff can make that final determination in the field with the building department's input.) Could they landmark the property for tax credits to help with this cost? (Ms. Crump: That's up to the applicant. They could choose to pursue landmarking or they may consider it later on with a potential addition.)

- Mr. Guerra: Could they install gutters to prevent further water damage? (Ms. Crump: Yes.)
- Mr. Giller: Was there any consideration to fixing the drainage around the house that may drain into the house? (Ms. Crump: That was not considered as part of this application, the applicant can speak more to that if they've contemplated that.) Do we know how old the existing clapboard siding is? (Ms. Crump: We don't, it could be original dating to between 1909 and 1914, but it could have also been redone in years prior to adding the shingles.) I could tell its cedar siding which is more rot resistant than other woods. If you cut into Hardie board at all does have problems with moisture and expansion? (Ms. Crump: I think that was a problem early on with the earliest versions of the product but they have made improvements to prevent that over the past 15 years; it is the only synthetic wood siding we do allow it in the historic district because of its durability.)
- Ms. Propper: If Staff determines that the south side with the barn wood is not salvageable would Staff want it to be the vertical or horizontal board? (Ms. Crump: We would want the new material applied to be horizontal to match the rest.) Would they be able to put Hardie board on the lowest portion of the walls to prevent degradation? (Ms. Crump: That is a question for the Commission.)
- Mr. Leas: Could it be landmarked, is it eligible? (Ms. Crump: Yes, according to the historic survey done it is contributing to the district and eligible for local landmarking.)
- Mr. Gerard: Isn't it true that if a side wall is not totally unrepairable you have to match the existing wood with material to match? (Ms. Crump: Yes, our handbook recommends to splice with natural wood if it's not salvageable and Staff is only recommending a change in siding if the side is a total loss. Considerations for splicing and patching with Hardie is something for the Commission to discuss.) (Mr. Truckey: An example of that is the house on French Street across from the catholic church that collapsed. We required them to maintain all the historic material that they could and then splice in natural wood material to match, some of which was historic from other sites.)

Ms. Maureen Messerich, Property Owner: This project started with a new roof and we thought it would be nice to get the siding fixed because the workers were already there. We were familiar with the Hardie board siding because it lasts forever and doesn't have many issues. We priced it out and decided it was worth it. When we found out we potentially had to maintain the original siding we spoke with others and they recommended the Hardie board. We would be willing to do the historic siding on the front and the Hardie board on the sides where it's not visible from the street. We're not prepared for the cost and maintenance of restoring the original historic siding.

- Mr. Frechter: Have you priced out the cost for patching the existing siding on the facades where you would have to keep the historic siding?
- Ms. Messerich: I have not, I think you have to patch the side boards with matching boards but on the bottom I don't see why you can't use Hardie board.
- Mr. Frechter: Are you asking us to approve Hardie board everywhere or just use Hardie board at the base.
- Ms. Messerich: I would prefer Hardie board for the whole house but I understand that is not allowed. I would hate to spend money to end up with the same problem I currently have. I want to

- understand is painted damaged boards, like on the business right next to us is that preferred?
- Mr. Frechter: The Town Council set these guidelines and it's our responsibility to see those through, we have some leeway so I want to understand what your preference is.
- Ms. Messerich: I would at least like to have Hardie board on the bottom boards because I wouldn't have ever submitted the application if I knew it had to be all wood. Amy (the daughter) inquired about installing gutters in the past and was told no but I suppose that has changed. I was also told when the neighbor uphill of us did some work more water started ending up in our yard creating moisture issues at the bottom.
- Mr. Frechter: What's the condition of the bottom of the vertical boards?
- Ms. Messerich: Spongy, would you require us to replace the whole board or splice? I drove around Town and saw a lot of buildings with the gaps between the wood covered with strips of wood but most of those were garages and sheds, not living structures. I don't like the look of that and would prefer the painted siding look.
- Mrs. Gort: I encourage you to maintain the vertical board because it showcases the unique history as a possible conversion from a barn to a house, have you seen it that way?
- Ms. Messerich: We discussed it as we drove around Town.

Amy Messerich, Property Owner's Daughter: You would have to have a caulk line between the boards after you add the batten strip which can eventually degrade and allow rodents into and under the house and would be a continuing maintenance issue. Some of the areas have wider than 1-inch openings, large enough for a fist, and would be harder to cover with battens.

- Mr. Gerard: Do you have plans for an addition?
- Ms. Messerich: Ms. Crump gave us information that we could do a small addition in keeping with historic standards of either 200 square feet or 400 square feet as part of a bonus and you could make it 1,600 square feet if you put a basement under it. (Ms. Crump: We discussed the landmarking process and the density bonus underground as part of that.) I thought the extra space would be nice but now that it's become more complicated we should have contemplated the addition with this, but that's for another time.
- Mr. Giller: Do you know if the framing is stable for the uphill side and the back side?
- Ms. Messerich: My understanding is that the back is older than the front and the front was actually built to be a house while the rear was not. We are not sure of the condition of the framing.
- Mr. Giller: It's likely if the sheathing is rotted the framing is too and it may not be productive to put new siding on rotting framing. Can you speak to the drainage issues you noticed?
- Ms. Messerich: I haven't noticed it, but I was told about it by a contractor years ago.
- Mr. Giller: It's not unusual in construction to change onsite and have it affect an adjacent site. Have you considered fixing the drainage?
- Ms. Messerich: No, this project is more of an extension of fixing the roof.
- Mr. Giller: You said you'd like to understand why, the short answer is authenticity and integrity of the historic building. We're bound by the State to protect the buildings in the historic district and we're trying to work with you for a suitable solution.
- Ms. Messerich: Yes, my thought is the Hardie board would look like the original but you must see a difference.
- Mr. Giller: The experts see it differently.
- Ms. Messerich: We were okay with doing the front, but the cost is a large issue to us. My impression is the Hardie board is much cheaper than the original siding and milled wood. The maintenance issue is the big problem for me, especially for the lower boards. It's not just drainage but also the snow sitting against the house.
- Mr. Giller: That goes back to the discussion of would you fix the drainage and the siding that has dried is very old and still sound. With older buildings issues are a puzzle to figure out

what's causing the issue and even with the Hardie board you may have the same issue. Typically, we would be brought a set of drawings to have a better understanding which we understand this project has evolved from something much simpler but the lack of drawings makes it harder for us to give answers.

Ms. Propper: No questions.

Mr. Leas: If I understand correctly, you're looking for the Commission to approve the use of Hardie board to address the problems you know of at this time though there may be further problems with the structure as Mr. Giller has brought up?

Ms. Messerich: Correct.

Mr. Eduardo Vazquez, Contractor: With the initial project we proposed to tear off the existing siding down to the plywood but we were unsure what was underneath. We were also going to fix any rotting studs underneath the siding and we were going to put two feet of sheet metal all the way around to prevent rodents and five feet of ice and water shield and then the Hardie Board which is a very durable product in snow. Now I see we can salvage the front and left side of the house only about three quarters of the way down and in the rear I'm not sure we can save the vertical siding because it is rotted on the bottom and the top and the insulation is falling out between the pieces of siding. To get a straight surface to do the siding we need to remove that and then check the studs, put in plywood, sheet metal, ice and water, Hardie board, and paint. The other option is we can try to salvage the middle of the vertical siding and then do 3-4 feet of the Hardie board siding and then reuse the vertical siding on the top.

Mr. Giller: We understand you have ideas for a more complete rehab of the exterior, it makes us nervous because when you have moisture issues with a building they tend to be more complicated. Have you taken off any of the siding to see the condition of the walls?

Mr. Vazquez: No, we just discovered some of this yesterday and today.

Mr. Giller: Typically a one foot hole is cut in a wall in a few places to try and understand the conditions but what you were describing is not what's allowed as part of the historic standards and it may not solve your problems. Have you looked at going at it from the inside?

Ms. Messerich: We haven't.

Mr. Vazquez: But we can.

Mr. Giller: Would you want to look at that first before removing the full exterior siding and finding rotting wood underneath.

Ms. Messerich: I don't think that would be a big deal and we would find out pretty early on whether it's fully rotted or not. The inside of the structure is quite nice and stable so I don't believe there's any major problems. I feel like we could deal with whatever problem may exist on the exterior when it comes to light.

Mr. Giller: I think it would be a good idea to investigate to better understand what the issues are and the condition of the framing.

Ms. Messerich: This is the first time I've come up here to look at it. I don't anticipate it to be a big problem because the boards in the middle are fine, it's only the boards near the roof and at the base. In my experience, I haven't run into have a major problem like that.

Mr. Truckey: Just to clarify, Mr. Giller is providing a suggestion. You could replace your siding and not do what he is suggesting, we do not regulate that aspect.

Ms. Messerich: I have a lot of confidence in the contractor to do the right thing.

Mr. Giller: I disagree, due to the substandard work on the fascia boards.

Mr. Leas: Do you have any experience for doing the restoration of a project that's in this bad of a condition?

Mr. Vazquez: Yes historic, but this is very different. This house is something that must be treated like gold. Speaking to the fascia installation the building is not very square so it made it

harder to do a fine cut but we were not aware we would be doing the siding at the time, otherwise we could have worked to fix the structure some.

Mr. Leas: When you undertook this project you were not aware of the scrutiny the Town would have on what you're proposing to do, has this meeting given you a better understanding of the standards required by the Town?

Mr. Vazquez: Yes.

The hearing was opened to public comment. There were no comments and the public comment period was closed.

Commissioner Questions / Comments:

Mr. Frechter: We have municipal and state mandated standards we have to maintain with limited leeway for how you will have to proceed with siding restoration. To provide approval we'd need to look at something very specific in terms of what's being restored and what materials are being added into each façade.

Mr. Gerard: I think there are more questions than answers for this project and there were surprises. I ask to treat this as a preliminary hearing rather than a final because there are many things that need to be looked at as there may be foundation and drainage problems that should be addressed. As I read the design guidelines you would not be allowed to put Hardie board close to the ground and must have milled siding to match. Would you be interested in landmarking this project and getting tax credits to help with the restoration? This could be a much larger project and I'm sorry it has gone from a small project to make the building look better to a much larger discussion.

Mr. Guerra: I have sympathy for the applicant's discovery of the siding and how much it's governed by the guidelines. Staff has outlined quite accurately what needs to be done, I don't think there's more questions that need to be answered. The structure and the drainage are other questions, and questions for the building department. This is focused on the siding and the design standards around that are very specific about what you can do. There is no leeway to allow the Planning Commission to approve something different than is stated in the outlined Conditions of Approval.

Mr. Giller: I think you need a preservation architect to guide your work, it's much cheaper to find the problems early on rather than during construction and restoration projects tend to snowball. I agree with Mr. Guerra in that the design standards are very clear, and we can't approve the use of Hardie board in the way you're proposing.

Ms. Propper: My heart goes out to you with the struggles of this project, but the rules are very clear. Mr. Giller has offered some suggestions if you wish to follow that, but the standards are clear that absent an entire façade that's unusable you need to replace it with natural material to match existing. I understand the concerns raised but we don't have the leeway to do that.

Mr. Guerra: This started out as a repair project, but it is now a restoration project and I recommend finding a restoration expert to move forward with the project.

Mr. Leas: Echoing the comments of most of the Commissioners, I don't think we're in a position to allow you to put your siding on the bottom. I don't think you understand how big of a problem you are uncovering here. You have a valuable piece of property but it's limited by its value due to the structure that's there. I don't think it would be wise to throw more money into a situation you cannot recover, I urge you to look carefully with what you have here and I empathize with your situation.

Mr. Gerard made a motion to approve the Messerich Residence Residing with the attached Staff recommendations, seconded by Mr. Guerra. The motion passed 4 to 3.

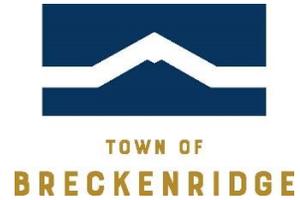
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:03 pm.

Mark Leas, Chair



Memo

To: Mayor Pro Tem and Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Ellie Muncy, Planner I
Date: 2/7/2024 (for meeting of 2/13/2024)
Subject: Second Reading: Exterior Lighting Code Modifications

The Town desires to limit light pollution and mitigate its negative impacts on human health, wildlife, and the natural environment by promoting proper lighting design. The attached Exterior Lighting Code Modifications are intended to help mitigate these impacts. To further our commitment to enhancing the night sky in Breckenridge, the Town will also be pursuing Dark Sky Community Certification through the International Dark Sky Association (IDA). A Certified Community is one which meets particular lighting legislative requirements to ensure quality lighting in the community and continually educates residents about the importance of dark skies as determined by the IDA. The intent of dark sky compliant lighting is not to prevent lighting from being installed, but to ensure it is placed in the needed locations with the proper design for the use. Good lighting design directs light to where it is needed for its intended purpose, limits glare, and limits excessive energy use.

After multiple Town Council work sessions and public input, the Town Council approved the first reading of the lighting code amendments at their January 23rd meeting.

At second reading, there is one primary change proposed at the direction of the International Dark Sky Association's Technical Editor. The lumens per acre limitation for commercial properties over one half acre in size (pg. 10, line 16 and pg. 11, line 15) has been removed and replaced with *"The illumination levels on all commercial and mixed use properties shall not exceed by more than 10% the values recommended by the Illuminating Engineering Society for the use."* This change will be in line with the IDA's most recent best practices recommendation.

Staff Recommendation

Staff recommends the Town Council approve the Exterior Lighting Code Modifications at second reading with the change proposed at the suggestion of the International Dark Sky Association.

A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO EXTERIOR LIGHTING.

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

Section 1. That section 9-12-2 of the Town of Breckenridge Exterior Lighting Code be amended by deleting the language stricken and adding the language underlined to read as follows:

9-12-2: FINDINGS:

The town council of the Town of Breckenridge hereby finds and determines that:

A. The welfare and enjoyment of the town is associated with its small town character;

B. Because of the importance of the view of the stars in the night sky ~~to~~ and the health of the town's residents and visitors, it is important that the town adopt responsible lighting standards to preserve that view and level of health;

C. Protecting the wildlife population living within the town and surrounding areas that depends upon the night sky and a natural level of darkness at night;

D. Preserving and protecting the night sky enhances the use and enjoyment of property through the use of appropriate lighting practices;

~~E.~~ The town values the practice of energy conservation, and because of the town's devotion to energy conservation, emphasis on responsible lighting practices is desired to decrease the human impact on the environment; and

~~F.~~ Individual pole and building mounted fixtures and lighting systems should be designed, constructed, and installed to: 1) preserve the town's small town character; 2) minimize impacts on adjacent property owners; 3) ~~control glare and light trespass~~ reduce light pollution; 4) conserve energy; 5) maintain safety and security of people and wildlife; and 6) maintain the view of the stars in the night sky.

Section 2. That section 9-12-4 of the Town of Breckenridge Exterior Lighting Code be amended by deleting the language stricken and adding the language underlined to read as follows:

9-12-4: LEGISLATIVE FINDINGS REGARDING ELIMINATION OF NONCONFORMING LIGHTING FIXTURES:

1 A. On balance, the burdens created to individual property owners by the provisions of
2 this chapter requiring the eventual elimination of nonconforming lighting fixtures are greatly
3 outweighed by the benefits that will be provided to all of the citizens of and the many visitors to
4 the town and areas that are in close proximity to the town. The value of the fixtures required to
5 be replaced by this chapter are comparatively small and that, on balance, the burden placed on
6 property owners is minimal, given the value of such fixtures as compared to the substantial
7 benefits gained by such replacement, which is a substantial decrease of unnecessary light
8 trespass and light pollution.

9 B. The required period for the eventual elimination of nonconforming lighting fixtures
10 contained in this chapter, which is based upon the formula that is used by the United States
11 internal revenue service to depreciate fixtures attached to real property over a fifteen (15) year
12 period as approved in 2007 and extended an additional two years to 2025, is reasonable and
13 provides a rational basis for the deadline for the elimination of nonconforming lighting fixtures
14 established by this chapter.

15 C. The deadline for the eventual elimination of nonconforming lighting fixtures
16 established by this chapter will allow the property owner to recoup or recover costs or otherwise
17 to reap the benefits of the useful life of such nonconforming fixtures in a manner that is
18 consistent with the generally accepted methods of depreciating fixtures utilized by the United
19 States internal revenue service.

20 **Section 3.** That section 9-12-6 of the Town of Breckenridge Exterior Lighting Code be
21 amended by deleting the language stricken and adding the language underlined to read as
22 follows:

23 9-12-6: APPLICABILITY; COMPLIANCE DATE:

24 A. The provisions of this chapter shall apply to all new “development” of real property
25 (as that term is defined in section [9-1-5](#) of this title) which:

- 26 1. Involves new construction for which a development permit is required;
- 27 2. Involves the remodeling of an existing building or structure for which a development
28 permit is required; provided, however, that compliance with the requirements of this chapter is
29 required for a remodel of an existing building or structure only with respect to the remodeled
30 portion of the existing building or structure; or
- 31 3. Involves the installation of new exterior light fixtures.

32 B. All commercial and residential outdoor lighting fixtures that were lawfully installed
33 prior to July 1, 2007 but that do not comply with the requirements of this Chapter are declared to
34 be legal nonconforming fixtures. All legal nonconforming fixtures and light sources may continue

1 to be used and maintained after the adoption of this Chapter, but shall be brought into
2 compliance with the requirements of this Chapter upon the first to occur of:

- 3 1. A determination by the Director that the legal nonconforming fixture constitutes a
4 public hazard or nuisance;
- 5 2. The replacement of the legal nonconforming fixture; or
- 6 3. July 1, 2025.

7 Notwithstanding any other provision of this Chapter, all legal nonconforming fixtures and
8 light sources shall be brought into compliance with the requirements of this Chapter not later
9 than July 1, 2025.

10 4. Prior to July 1, 2025 a legal nonconforming fixture described in Section 9-12-6B may
11 be brought into compliance with the requirements of this Chapter by the approval of such fixture
12 as a retrofit fixture as defined in Section 9-12-7. Once approved as a retrofit fixture by the
13 Director pursuant to Section 9-12-6B the fixture shall be deemed to be in compliance with the
14 requirements of this Chapter.

15 ~~C. All legal nonconforming decorative and bistro lighting may continue to be used and~~
16 ~~maintained after the adoption of the ordinance codified in this chapter, but shall be brought into~~
17 ~~compliance with the requirements of this chapter upon the first to occur of:~~

- 18 ~~1. A determination by the director that the legal nonconforming fixture constitutes a~~
19 ~~public hazard or nuisance; or~~
- 20 ~~2. April 30, 2012~~

21 All legal nonconforming signage lighting may continue to be used and maintained after
22 the adoption of the ordinance codified in this Chapter, but shall be brought into compliance with
23 the requirements of this Chapter upon the first to occur of:

- 24 1. A determination by the director that the legal nonconforming fixture constitutes a
25 public hazard or nuisance; or
- 26 2. February 13, 2033.

27 **Section 4.** That section 9-12-7 of the Town of Breckenridge Exterior Lighting Code be
28 amended by deleting the language stricken and adding the language underlined to read as
29 follows:

30 9-12-7: DEFINITIONS:

31 ADDRESS LIGHTING: Fixtures used to illuminate the address of a property.

32 ARCHITECTURAL ACCENT LIGHTING: Fixtures used to accent architectural features,
33 materials, colors, style of buildings, landscape features, or art that are located, aimed and

1 shielded so that light is directed downward onto those features or upwards if fully contained
2 within an architectural element.

3 BISTRO LIGHTS: A display of small white or clear bulbs on a string or tubes that are
4 used to call attention and provide light and ambiance to an exterior food and beverage area
5 designated by the site plan allowed in Lighting Zone 1 and 2 and for residential uses up to 150
6 square feet over a deck or patio in all lighting zones.

7 BULB: Includes all types of lighting sources.

8 DECORATIVE LIGHTING: Decorative string lighting, consisting of bulbs no larger than
9 three inches, that outlines a building or structure following the trim line on an eave, window or
10 railing; or decorative string lighting in trees; or decorative string lighting between commercial or
11 mixed use buildings or to a post or structure forming a canopy over a walkway. Decorative
12 lighting does not fill in building features such as walls and roofs.

13 FIXTURE: An electrical device that has a housing, mount, or socket for a light
14 source or lamp and the parts to distribute, position, and protect the light source.

15 FLUORESCENT: A lamp containing mercury vapor with an inner phosphor
16 coating that interacts to create visible light.

17 ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (OR IESNA):
18 The professional society of lighting engineers, including those from manufacturing
19 companies and others professionally involved in lighting.

20 INCANDESCENT: A wire filament enclosed in a glass bulb that is heated until glowing.
21 Tungsten-halogen lamps are a type of incandescent.

22 INCIDENT LIGHT: Light that strikes a surface or an object. Incident light can be from a
23 light source directly or reflecting off another surface.

24 KELVIN (K): The unit of measurement indicating correlated color temperature (CCT) of a
25 light, defined by a scale that ranges from red light (1,000 K) to blue-white light (10,000 K or
26 more).

27 LIGHT EMITTING DIODE (LED): A semiconductor diode that emits light when a voltage
28 is applied to it and that is used especially in electronic devices (as for an indicator light). Warm
29 white or filtered LEDs meet CCT <3,000 K; S/P ratio <1.2.

30 LZ-1: Lighting Zone 1 (the Downtown Overlay District Lighting Zone) as described in
31 section 9-12-11 of this chapter.

32

1 ~~LZ-2: Lighting Zone 2 (the Commercial Area Lighting Zone) as described in section 9-12-~~
2 ~~11 of this chapter.~~

3 ~~LZ-3: Lighting Zone 3 (the Residential Lighting Zone) as described in section 9-12-11 of~~
4 ~~this chapter.~~

5 LIGHTING ZONE: A geographic area of the town as described in section [9-12-10](#) of this
6 chapter. The lighting zones of the town are depicted on the map maintained in the ~~Office of the~~
7 ~~Director~~ department of community development. Such map is incorporated herein by reference
8 and made a part of this chapter. The map shall be interpreted so that the boundaries of the
9 lighting zones follow the centerlines of streets, roads, alleys and rights-of-way, and existing
10 property boundaries. ~~Disputes regarding the boundaries of the lighting zones shall be~~
11 ~~determined by the town council.~~

12 LUMENS: A unit of measurement for the actual amount of visible light which is produced
13 by a lamp as specified by the manufacturer. A foot-candle is one lumen per square foot.

14 OPAQUE LIGHT FIXTURE: An outdoor light fixture ~~in which the walls of a fixture which~~
15 with walls that house the light source are comprised of a solid material, unable to be permeated
16 by light., ~~should a light source be held behind it.~~ Glass is not considered opaque however, glass
17 on a fixture ~~may be~~ is acceptable if the glass is flat, horizontal, and does not allow any light to
18 be emitted above the horizontal plane. ~~Below the opaque aspect of the fixture which houses the~~
19 ~~light source.~~

20 ~~OUTLINE LIGHTING ON A BUILDING OR STRUCTURE: Any arrangement or display of~~
21 ~~incandescent bulbs or lighting tubes used to outline or call attention to the features of a building,~~
22 ~~including the building's frame, shape, roofline or window dimensions. Outline lighting includes~~
23 ~~both temporary and permanent arrangement of bulbs or lighting tubing, whether located inside~~
24 ~~or outside of a building, if such bulbs or tubing is visible to the public from a public right-of-way~~
25 ~~or from an outdoor public area.~~

26 OVERHEAD WALKWAY LIGHTING: Downcast, fully shielded small white or clear light
27 emitting diode (LED) LED "warm or "soft" bulbs which provide outdoor light for the purpose of
28 facilitating safe pedestrian traffic through a publicly owned pedestrian access corridor that is not
29 a public street or alley. ~~Overhead walkway lights shall be installed on a black or gray wire or~~
30 metal rod, not to exceed three thousand kelvin (3,000 K) kelvin or a maximum of eight hundred
31 fifty (850) total lumens across the property or area. Overhead walkway lighting may not be
32 located in any location that is wider than thirty two (32) feet.

1 PHOTOCELL: A mechanism that is activated by the ~~nonpresence~~ absence of sunlight
2 (and has the effect of illuminating a property all night). ~~Photocells are permitted only at primary~~
3 ~~entrances and where the light source is fully shielded.~~

4 RETROFIT FIXTURE: A legal non-conforming fixture as described in Section [9-12-6B](#)
5 that has a permanent opaque lining applied to it which extends to the lowest portion of the bulb
6 or lower, or other permanent modification to the fixture approved by the Director that brings
7 such fixture and light source into compliance with the requirements of this Section.

8 SECURITY LIGHTING: ~~A light~~ Lighting that is used either commercially or residentially
9 for protection of goods or property.

10 SEMI-OPAQUE LIGHT FIXTURE: An outdoor light fixture ~~with walls of a fixture with~~
11 walls that are comprised of a nonopaque material such as frosted, colored glass, or a material
12 such as mica which allows for some light trespass to be emitted ~~from~~ through the walls of the
13 fixture, referred to as a "glow_u"; but such that the light source is not visible through the walls.
14 Within semi-opaque fixtures the bulb must be recessed so that no portion of the bulb would be
15 visible if the nonopaque material was removed. Semi-opaque is sometimes called "translucent."
16 Clear glass is not considered ~~to be~~ semi-opaque.

17 **Section 5.** That subsection B of section 9-12-8 entitled "Exemptions" is hereby repealed
18 and replaced as underlined to read follows:

19 B. *Decorative Lighting:* All decorative lighting shall:

20 1. Be allowed in all lighting zones from November 1 through April 1 of the
21 following year. At all other times decorative lighting is unlawful.

22 2. Be limited to two (2) of the following features: a) the building roof eave line, b)
23 the building window trim, c) building columns, or d) railings.

24 3. Not protrude from the upper wall plane or the roof of a structure or fill in such
25 features on a structure. Lighting on a building shall be in a singular strand along the
26 eaves, window trim or railings.

27 4. Consist only of LED bulbs.

28 5. Not exceed three inches in size.

29 6. Not blink or rotate, nor create a hazard or nuisance from glare. Decorative
30 lighting shall be maintained in good working condition at all times.

31 7. Commercial uses in Lighting Zone 1 has a curfew of 2 a.m. All other
32 decorative lighting has a curfew of 11 p.m.

33

1 **Section 6.** That subsections C through H of section 9-12-8 entitled
2 “Exemptions” is hereby amended to delete the language stricken and add the language
3 underlined to read follows:

4 C. ~~Street Lighting~~ Municipal Lighting: Lighting required for public safety installed by a
5 public entity or private utility company along a public right-of-way, at a trailhead, along a
6 trail, or at any public park or playground. ~~Lighting in the right-of-way~~ All such lighting
7 shall comply with the requirements of the Town’s engineering regulations ~~standards~~.

8 D. *Temporary Lighting*: Lighting for festivals, celebrations, or other public activities as
9 approved by the town.

10 E. *Lighting of Flags*: The lighting of national, State or local Municipal flags is permitted
11 ~~lit only~~ with a maximum of two (2) fixtures of not more than eighty watts (80 W) each
12 and emitting no more than a total of seventy five (75) lumens per linear foot of pole
13 height; poles of greater than twenty (20) feet must be lit from above with no more than
14 eight hundred (800) lumens. This exemption shall not apply to any other type of flag.

15 F. *Lighting of Public Art*: The lighting of public art is permitted with ~~a maximum of two~~
16 ~~(2) fixtures of not more than sixty watts (60 W) each~~ no more than a total of seventy-five
17 (75) emitted lumens per linear foot of structure height; structures of greater than twenty
18 (20) feet must be lit from above with no more than eight hundred (800) lumens.

19 G. *Architectural Accent Lighting*: Fixtures must be fully shielded and their light must be
20 downcast. Lamp color shall be a warm white color, with a CCT that does not exceed
21 three thousand kelvins (3,000 K). ~~Lighting to accent an architectural element that is~~ must
22 be aimed or shielded to prevent lighting of the night sky, with a maximum of one fixture
23 or LED lighting strip per feature of not more than ~~fifty watts (50 W)~~ nine hundred (900)
24 emitted lumens per property. Uplighting is permitted if the illumination is effectively
25 contained within an overhanging architectural element and is a maximum of one fixture
26 per feature of not more than eight hundred (800) emitted lumens.

27 H. ~~Sign Lighting~~: ~~The lighting of a sign when done in accordance with the requirements~~
28 ~~of chapter 15 of this title. (Ord. 21, Series 2007; amd. Ord. 30, Series 2010; Ord. 1,~~
29 ~~Series 2019; Ord. 3, Series 2019; Ord. 3, Series 2022)~~

1 Address Lighting: Fixtures used to light an address shall be downcast and fully shielded.
2 Lamp color shall be a warm white color, with a CCT that does not exceed three
3 thousand kelvins (3,000 K). The chosen lamp type of each fixture shall not exceed nine
4 hundred fifty (950) emitted lumens.

5 **Section 7.** That section 9-12-10 of the Town of Breckenridge Lighting Code be
6 amended by deleting the language stricken and adding the language underlined to read
7 as follows:

8 9-12-10: LIGHTING ZONES:

9 A. The purpose of the lighting zones is to separate areas within the town which have
10 different lighting needs, natural conditions, ~~different~~ levels of appropriate light usage,
11 and ~~different~~ sensitivities to the various obtrusive aspects of outdoor lighting. Because
12 of this, the lighting zones are defined within this chapter with lighting standards
13 appropriate to each zone.

14 B. The boundaries of the lighting zones are shown on the map maintained in the Office
15 of the ~~Director~~ department of community development.

16 **Section 8.** That section 9-12-11: entitled "LIGHTING STANDARDS:", is hereby
17 repealed and replaced with the following language underlined to read as follows:

18 9-12-11: LIGHTING STANDARDS:

19 A. Lighting Standards for All Lighting Zones:

20 1. Fully Shielded: Only fully shielded, downcast, opaque fixtures are permitted.

21 2. Maximum Fixture Height: Maximum fixture height as measured from finished
22 grade:

<u>Residential</u>	<u>15 feet</u>
<u>Commercial</u>	<u>18 feet</u>

<u>Pedestrian pathways</u>	<u>10 feet</u>
<u>Upper story decks</u>	<u>7 feet above deck</u>
<u>Eave overhangs (e.g., soffit)</u>	<u>10 feet plus 1 foot for every 5 feet from edge of eave*</u>
<u>Bistro lights</u>	<u>15 feet above grade or 8 feet above rooftop deck</u>

1 * For example, for a 20 foot high eave with a 10 foot overhang, a fixture may be 12
2 feet high as measured from grade or from an upper level deck (10 feet + 2 feet).

3 3. Lamp Type: All lamp types must be a white color, with a CCT that does not
4 exceed three thousand kelvins (3,000 K).

5 a. LED: Permitted at a maximum of nine hundred fifty (950) emitted lumens per
6 fixture.

7 b. Fluorescent: Must be ENERGY STAR rated with adequate cold rating,
8 permitted at a maximum of fifteen watts (15 W) per fixture.

9 c. Incandescent: Permitted on building mounted or signage fixtures at a
10 maximum of sixty watts (60 W) per fixture.

11 d. All other lamp types: Must be ENERGY STAR rated and shall not exceed nine
12 hundred fifty (950) emitted lumens per fixture.

13 4. Bistro Lighting: Temporary bistro lighting is permitted at an exterior food and
14 beverage area designated by the site plan to provide light and ambiance in Lighting
15 Zones 1 and 2. Bistro lighting is allowed for residential properties up to 150 square
16 feet over a deck or patio in all Zones. The term "temporary" as used in this section
17 means from May 1 through October 31 of the same year. At all other times bistro
18 lighting is unlawful. The following standards shall apply to temporary bistro lighting:

1 a. Be used only with "warm" color LED bulbs that do not exceed a temperature
2 of two thousand eight hundred kelvin (2,800 K);

3 b. Be fully shielded and downcast;

4 c. For commercial uses all bistro lighting shall not be highly visible from the
5 right-of-way when located on a rooftop (e.g., rooftop deck screened on a
6 minimum of two (2) sides by wall, adjacent buildings, etc.), and must be set
7 back a minimum of 5 feet from the rooftop edge.

8 B. *Lighting Standards for Lighting Zone 1 (LZ-1) (High Ambient Lighting Zone):*

9 1. *Fixtures:* Semi-opaque fixtures are allowed in LZ-1 provided they are fully
10 shielded and downcast.

11 2. *Pole Lights Generally:* Pole lights may have a maximum of two (2) light fixtures
12 per pole.

13 3. *Photometric Plan:* Commercial and mixed use properties require a photometric
14 plan of estimated foot-candle levels with maximum and average illumination.
15 Incident light on the ground shall not be greater than one (1) foot-candle at the
16 property line, except at site entry points. The illumination levels on all commercial
17 and mixed use properties shall not exceed by more than 10% the values
18 recommended by the Illuminating Engineering Society for the use. Cut-sheets for all
19 exterior light fixtures shall be submitted with the photometric plan.

20 4. *Overhead Walkway Lighting:* Overhead walkway lighting is permitted year
21 round.

22 5. *Bistro Lighting:* Temporary bistro lighting is permitted.

23 C. *Lighting standards for Lighting Zone 2 (LZ-2) (Medium Ambient Lighting Zone):*

24 1. *Pole Lights:* Pole lights may have a maximum of two (2) light fixtures per pole.

25 2. *Photometric Plan:* Commercial and mixed use properties require a photometric
26 plan of estimated foot-candle levels with maximum and average illumination.

1 Incident light on the ground shall not be greater than one-half (0.5) foot-candle at
2 the property line, except at site entry points. The illumination levels on all
3 commercial and mixed use properties shall not exceed by more than 10% the
4 values recommended by the Illuminating Engineering Society for the use. Cut-
5 sheets for all exterior light fixtures shall be submitted with the photometric plan.

6 3. *Location:* The setbacks from the property line shall be at least equal to the
7 height of the light fixture. Parking facility lighting shall follow the setback
8 requirements defined in Section 9-3-9.

9 4. *Overhead Walkway Lighting:* Overhead walkway lighting is permitted year-
10 round.

11 5. *Bistro Lighting:* Temporary bistro lighting is permitted.

12 D. *Lighting standards for Lighting Zone 3 (LZ-3) (Low Ambient Lighting Zone):*

13 1. *Pole Lights:* Pole lights may have a maximum of one light fixture per pole.

14 2. *Photometric Plan:* Commercial, mixed use or multifamily residential properties
15 require a photometric plan of estimated foot-candle levels with maximum and
16 average illumination. Incident light on the ground shall not be greater than two-
17 tenths (0.2) foot-candle at the property line, except at site entry points. The
18 illumination levels on all commercial and mixed use properties shall not exceed by
19 more than 10% the values recommended by the Illuminating Engineering Society for
20 the use. Cut-sheets for all exterior light fixtures shall be submitted with the
21 photometric plan.

22 3. *Location:* The setbacks from the property line shall be at least equal to the
23 height of the light fixture. Parking facility lighting shall follow the setback
24 requirements defined in Section 9-3-9.

25
26 **Section 9.** That section 9-12-12: entitled "LIGHTING STANDARDS FOR
27 SPECIFIC USES:" is hereby amended by deleting the language stricken and adding the

1 language underlined to read as follows and the remainder of the section is renumbered
2 accordingly:

3 9-12-12: LIGHTING STANDARDS FOR SPECIFIC USES:

4 A. *Standards for Specific Uses:*

5 1. ~~Single-Family Residential:~~ Exterior lighting shall be fully shielded, downcast and
6 ~~opaque with no bulb visible. Energy star rated compact fluorescent lamps are~~
7 ~~encouraged.~~ Exterior lighting, including recessed can lighting, shall be limited to a
8 total amount equal to two light fixtures per entrance to a structure and a maximum
9 of six additional fixtures on and around the residence that are compliant with all
10 requirements listed in this Chapter.

11 2. *Gas Stations:* Canopy fixtures shall be mounted on the lower surface of
12 canopies and must be fully shielded in and of themselves (canopy edges do not
13 qualify as shielding) by means of a flat lens recessed into the underside of the
14 canopy, or a fixture that has a flat lens with and opaque sides. Lighting shall not
15 exceed twenty (20) foot-candles on the ground. Areas outside the area covered by
16 the service station pump island canopy shall be illuminated so that the maximum
17 horizontal illuminance at grade level is no more than ten (10) foot-candles.

18 3. ~~Security Lighting:~~ Security lighting should use the lowest possible illumination to
19 ~~effectively allow surveillance, be shielded, and directed downward toward~~
20 ~~designated areas. The use of motion sensors, timers, photocells or other means to~~
21 ~~activate lighting during times when it is needed is encouraged to conserve energy~~
22 ~~and provide safety and promote compatibility between different land uses. However,~~
23 ~~photocells are permitted only at primary entrances and where the light source is fully~~
24 ~~shielded. Security light intensity shall be a maximum of ten (10) foot-candles.~~

25 4. ~~Architectural Accent Lighting:~~ Fixtures must be fully shielded and downcast.
26 Fixtures used to accent architectural features, materials, colors, style of buildings,
27 landscaping or art shall be located, aimed and shielded so that light is directed

1 downward onto those features. Uplighting is permitted if the illumination is
2 effectively contained within an overhanging architectural element and is no more
3 than forty (40) watts.

4 ~~5. Recreational Facilities:~~ Lighting for fields, courts, ice rinks, or tracks shall not
5 exceed maximum illumination criteria as defined by the Illuminating Engineering
6 Society of North America (IESNA). Exterior sports arenas, with exterior
7 luminaries~~light fixtures~~ for the playing area, shall be illuminated only for scheduled
8 events and extinguished by ten o'clock (10:00) P.M. or within one-half (1/2) hour
9 after the conclusion of the final event of the day, whichever is later. The remainder
10 of the facility lighting, except for reasons of security, shall be extinguished at ten
11 o'clock (10:00) P.M. or within ~~one (1) hour~~ one-half (1/2) hour after the end of an
12 event, whichever is later. Exterior sports arenas, with exterior lighting fixtures for the
13 playing area, shall have the illumination level determined by the sport of play in
14 each event. Light levels shall be reduced for sports that require less than the
15 maximum available lighting for the field based on IES sports lighting standards.

16 ~~6. Signage Illumination:~~ All signage in LZ-1, LZ-2 and LZ-3 shall comply with
17 chapter 15 of this title. ~~Signage utilizing lighting shall have fixtures mounted to the~~
18 ~~top of the sign structure aimed downward onto the sign from above. Fixtures shall~~
19 ~~be fully shielded so that light is directed only onto the sign façade and not aimed at~~
20 ~~the sky, adjacent streets, roads or properties.~~

21 ~~7. Decorative, Overhead Walkway Lighting, and Bistro Lighting:~~ ~~Decorative,~~
22 ~~overhead walkway, and bistro lighting shall not blink all at once, flash, or rotate, nor~~
23 ~~create a hazard or nuisance from glare. Decorative, overhead walkway, and bistro~~
24 ~~lighting shall be maintained in good working condition at all times. Decorative~~
25 ~~lighting that outlines a building or structure shall not protrude from the upper wall~~
26 ~~plane or the roof. Decorative lighting shall consist only of light emitting diode (LED)~~
27 ~~bulbs; "warm" or "soft" LED bulbs that do not exceed a temperature of two thousand~~
28 ~~eight hundred (2,800) kelvin are required.~~

1 8. 4. *Parking Lots*: Parking lots shall meet the requirements of sections 9-3-8 and 9-3-9
2 of this title.

3 ~~9. *Bistro Lights*: Bistro lights shall be extinguished by ten o'clock (10:00) P.M. or within
4 one-half (1/2) hour after the close of business, whichever is later.~~

5 ~~10. Commercial LED strip lighting shall:~~

6 ~~a. Be white in color;~~

7 ~~b. Not exceed two thousand eight hundred (2,800) kelvin;~~

8 ~~c. Not flash or rotate;~~

9 ~~d. Be installed so that the source is not visible;~~

10 ~~e. Not exceed one and one-half (1 1/2) watt maximum per linear foot; and~~

11 ~~f. Be installed at a height no greater than 4 feet as measured from the ground or floor
12 directly below~~

13 **Section 10.** That a new section 9-12-13: entitled "LIGHTING STANDARDS
14 FOR SPECIFIC TYPES:" is hereby added to read as underlined below and the
15 remainder of Chapter 12 is renumbered accordingly:

16 9-12-13: LIGHTING STANDARDS FOR SPECIFIC TYPES:

17 A. *Standards for Specific Types*:

18 1. *Security Lighting*: Security lighting shall use the lowest possible illumination to
19 effectively allow surveillance, be shielded, and directed downward toward
20 designated areas. The use of motion sensors, timers, photocells or other means to
21 activate lighting during times when it is needed is encouraged to conserve energy,
22 provide safety, and promote compatibility between different land uses. However,
23 photocells are permitted only at primary entrances to a building and where the light

1 source is fully shielded. Security lighting illuminance levels shall be a maximum of
2 ten (10) foot-candles.

3 2. *Signage Illumination:* All signage in LZ-1, LZ-2 and LZ-3 shall comply with
4 chapter 15 of this title. Signage utilizing lighting shall have fixtures mounted to the
5 top of the sign structure and aimed downward onto the sign from above. Fixtures
6 shall be fully shielded so that light is directed only onto the sign face and not aimed
7 at the sky, adjacent streets, roads or properties. Luminance shall not exceed nine
8 (9) foot candles or one hundred nits (100 candelas per square meter) during the first
9 hour after sunset, and lighting must be fully extinguished one hour after sunset or
10 within one-half (1/2) hour of the end of normal business hours, whichever is later.

11 3. *Overhead Walkway Lighting:* Overhead walkway lights shall be installed on a
12 black or gray wire or metal rod, not to exceed three thousand kelvins (3,000 K) nor a
13 maximum of eight hundred fifty (850) total lumens across the property or area.
14 Overhead walkway lighting may not be located in any location that is wider than
15 thirty two (32) feet. Overhead walkway lighting shall not blink, flash, or rotate, nor
16 create a hazard or nuisance from glare. Overhead walkway lighting shall be
17 maintained in safe and good working conditions at all times.

18 4. *Bistro Lights:* Bistro lighting shall not blink, or rotate, nor create a hazard or
19 nuisance from glare. Bistro lighting shall be maintained in safe and good working
20 conditions at all times. Bistro lights shall be extinguished by ten o'clock (10:00) P.M.
21 or within one-half (1/2) hour after the close of business, whichever is later.

22 5. *LED Strip Lighting:* LED strip lighting shall:

23 a. Be fully shielded with no light source visible;

24 b. Be white or soft white in color;

25 c. Not exceed two thousand eight hundred kelvins (2,800 K);

26 d. Not blink or rotate;

27 e. Not exceed one and one-half (1 1/2) watt maximum per linear foot; and

1 f. Be installed at a height no greater than 4 feet as measured from the ground
2 or floor directly below.

3
4 **Section 11.** That subsection C of section 9-15-18, entitled "SIGN DESIGN
5 STANDARDS - GENERALLY:" be amended by deleting the language stricken and
6 adding the language underlined to read as follows:
7

8 C. Lighting Standards: All sign lighting shall comply with signage illumination
9 requirements listed in section 9-12-12 and the lighting zone limitations listed in section
10 9-12-11.

11 1. Shielded Lighting: Light bulbs or lighting tubes used for illuminating a sign shall
12 not be visible from the vehicular travel lanes of adjacent public rights-of-way. The
13 use of adequate shielding, designed so that light from sign illuminating devices does
14 not shine directly into the eyes of passing motorists without first being reflected off
15 the sign or its background, is required whenever sign lighting is used.

16 ~~2. Subdued Lighting: The intensity of sign lighting shall not exceed that necessary~~
17 ~~to illuminate and make legible a sign from the adjacent travel way or closest~~
18 ~~Municipal street; and the illumination of a sign shall not be noticeably brighter than~~
19 ~~other lighting in the vicinity and shall comply with chapter [12](#) of this title.~~

20 ~~3. Direction Of Lighting: All lighting fixtures shall be placed above the sign and shall~~
21 ~~shine downward toward the sign. Illumination of signs shall not be directed toward~~
22 ~~adjacent properties.~~

23 ~~43.~~ Internally Lit Signs: No sign that is placed on the exterior of a building or on the
24 interior of the building within five feet (5') of a window shall be internally lit.

25
26 **Section 12:** That subsections E and L of section 9-3-9: entitled "DESIGN
27 STANDARDS FOR OFF STREET PARKING FACILITIES:" be amended by deleting the
28 language stricken and adding the language underlined to read as follows:

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E. *Lighting*: All parking facilities containing ten (10) or more parking spaces shall submit a photometric plan. This information shall be provided by a registered Colorado engineer.

1. The parking lot lighting shall not exceed IESNA recommended foot-candle and lumen levels, and applications are encouraged to use the lower end of the range. ~~This information shall be provided by a registered Colorado engineer.~~

2. All fixtures shall not exceed the maximum fixture height or number of fixtures per pole in the property's designated lighting zone per section [9-12-11](#) of this title.

3. All lights shall be level mounted and ~~eighty five degrees (85°)~~ ninety degree (90°) full cut off downcast fixtures.

4. All fixtures shall be a minimum of half the distance of the length of the pole from the property line (e.g., an 18-foot pole shall be a minimum of 9 feet from the property line).

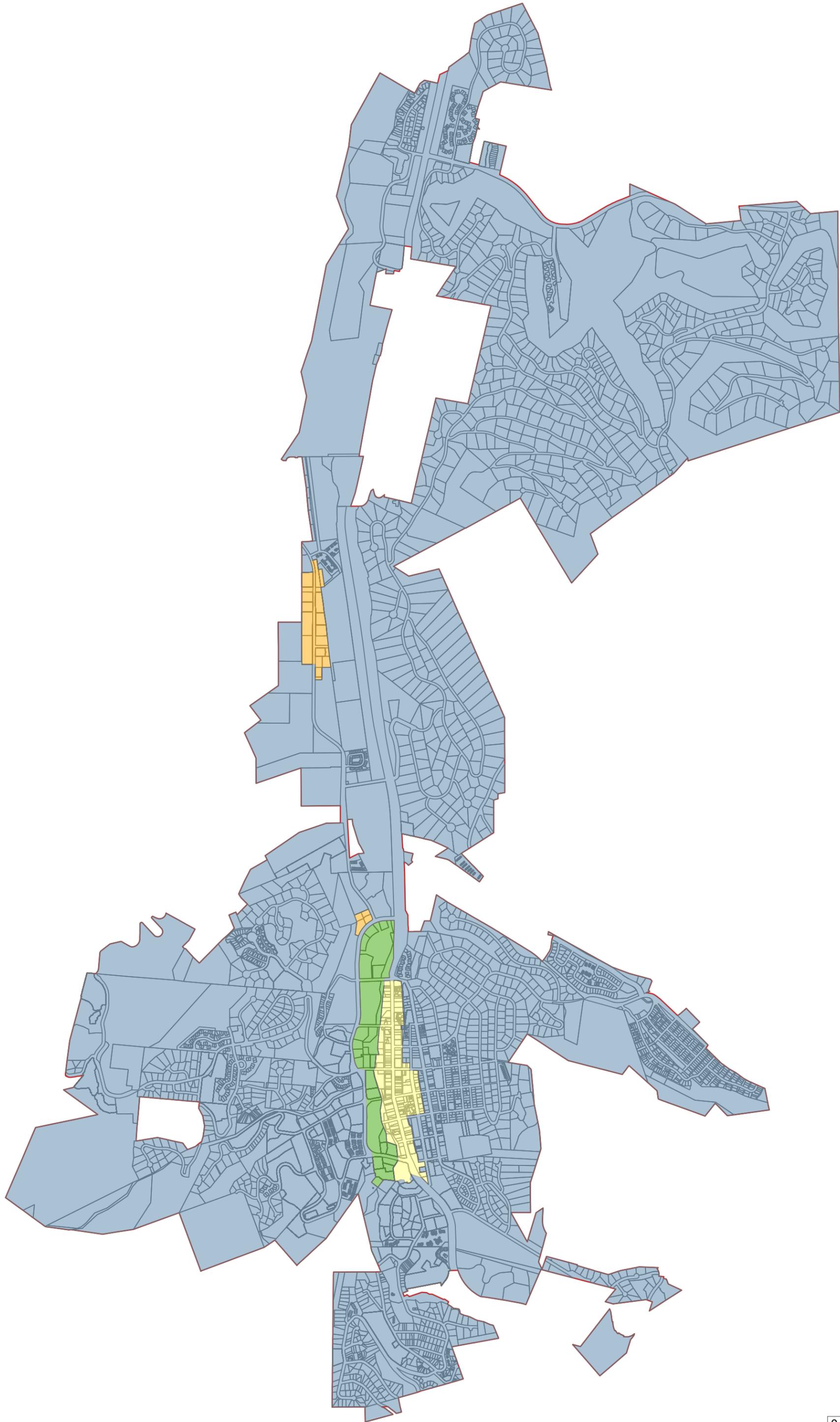
5. Lighting fixtures shall not exceed three thousand kelvins (3,000 K) ~~kelvin in CCT~~. LEDs lighting shall use filtered LEDs ~~for a warm white color~~ to minimize blue light emission.

6. Foot-candle levels shall not exceed two-tenths (0.2) foot-candle at a property line, unless for safety ingress/egress as determined by the director.

7. Parking lots light fixtures are encouraged to be greater in number and lower to grade rather than have a reduced number and increased height.

F. *Grades*: The sustained surface grades for parking areas shall not exceed a minimum of one-half percent (0.5%) or a maximum of four percent (4%). Driveway grades shall not exceed a maximum grade of eight percent (8%). The first 5 feet of a driveway shall be graded to match the cross slope of the connecting street. For downhill sites, a 20-foot staging area with a maximum grade of negative four percent (-4%) is required (section [9-3-19](#), attachment B of this chapter). For uphill sites, a 20-foot staging area with the first 5 feet matching the cross slope of the connecting road and the next 15 feet at a maximum grade of four percent (4%) is required (section [9-3-19](#), attachment C of this chapter). Grades shall comply with all requirements of the engineering regulations.

- 1 G. *Heated Driveways*: Driveway heat systems shall terminate at the property line. If the
2 system extends into the public right-of-way, a separate zone must be created for that
3 portion of the system and accommodations must be made to reduce the impacts of the
4 melted drainage at the snow/melted interface. A revocable license agreement
5 acceptable in form and substance to the town attorney must be approved by the town
6 and executed prior to the issuance of a certificate of occupancy. Heated driveways shall
7 comply with all requirements of the engineering regulations.
- 8 H. *Drainage*: All off street parking facilities shall be graded for proper drainage so that
9 all surface discharge is channeled to a natural or improved drainageway without
10 causing nuisance or damage to other properties or the improvements thereon.
- 11 I. *Location*: The location of all required off street parking facilities shall be as follows:
- 12 1. *Residential Uses*: For residential uses, except residences located in buildings
13 adjacent to the "Riverwalk" as defined in section [9-1-19-37A](#), "Policy 37 (absolute)
14 special areas," of this title, all required off street parking spaces shall be provided on
15 the same property as the residential units they are intended to serve.
- 16 2. *Nonresidential Uses*: Off street parking for nonresidential uses shall be placed
17 totally on the same parcel of land as the use, unless a fee in lieu is paid to the town
18 as provided in section [9-3-12](#) of this chapter.
- 19 3. *Parking Space Location*: No parking space shall be located closer than 5 feet
20 from any public street, public alley, public pedestrianway or public right-of-way or 3
21 feet from any property line.
- 22 J. *Landscaping*: A minimum of twenty five (25) square feet per parking stall shall be
23 utilized for landscaping purposes. Any parking facility containing more than two (2) side-
24 by-side loading spaces shall contain at least two hundred (200) square feet of
25 landscaped area raised a minimum of six inches (6") above the parking surface for each
26 two (2) side by side loading spaces. Landscaping shall be maintained according to the
27 standards contained in the development code.
- 28 K. *Snow Stacking*: (Rep. by Ord. [1](#), Series 2019)
- 29 L. *Signs*: Appropriate signage directing traffic shall be placed in any off street parking
30 facility pursuant to the ~~Breckenridge Sign Code~~⁴ in compliance with sign design and
31 lighting regulations in section 9-12-13 and section 9-15-18 of this title.

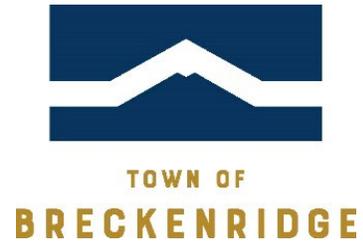


9.13.2023

Proposed Lighting Zones
Town of Breckenridge

- Lighting Zone 1: High Ambient Lighting
 - Lighting Zone 2: Medium Ambient Lighting
 - Proposed Lighting Zone 2 Expansion
- Lighting Zone 3: Low Ambient Lighting
 - Town Boundary
 - Property Lines





Memo

To: Breckenridge Town Council
From: Tracey Lambert, Senior Accountant
Date: February 6, 2024 (for the February 13th meeting)
Subject: 2023 Supplemental Budget Appropriation (First Reading)

The Town Council approves a budget each year. From time to time, it is necessary to make changes to the budget as circumstances necessitate. This appropriation is being submitted based upon review of December year to date actuals. Any Fund with expenses over the 2023 Adopted Budget is included in this appropriation.

Please find below the ordinance appropriating the funds required for the Adopted Budget 2023. The ordinance is submitted for first reading.

FUND	EXPENSE	NOTES
GOLF #005	\$19,000	Charges for services-General
EXCISE TAX #006	\$36,000	Charges for services-Professional Services for Chandler/COP fees
CONSERVATION TRUST #009	\$15,000	Transfers-Additional income from CTF transferred to Capital Fund
PARKING & TRANSPORTATION #017	\$32,000	Charges for Services-Cost sharing with Summit County for Quandary Peak Shuttle
TOTAL	\$102,000	

COUNCIL BILL NO. ____

Series 2024

AN ORDINANCE OF THE TOWN OF BRECKENRIDGE SETTING FORTH THE ANNUAL SUPPLEMENTAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, at the direction of the Town of Breckenridge Council, the Town Manager has prepared and submitted a proposed budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, to the Town Council; and

WHEREAS, in accordance with the municipal charter, § 5.8, the Town Council hereby appropriates to the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

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

1. Town Council hereby approves the ordinance appropriating supplemental expenditure of the Town of Breckenridge for the year beginning January 1, 2023, and ending December 31, 2023, to the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

FUND	REVENUE	EXPENSE	RESTRICTIONS
PARKING & TRANSPORTATION FUND #017		\$32,000	
CONSERVATION TRUST #009		\$15,000	
EXCISE FUND #006		\$36,000	
GOLF FUND #005		\$19,000	
TOTAL		\$102,000	

2. The amounts set forth above and in the annual budget of 2023 as approved by Resolution No. _____, Series of 2023, are hereby appropriated to the uses stated and the Town Manager has the authority to expend the amounts shown for the purposes stated.

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 13th day of February 2024.

ATTEST:

TOWN OF BRECKENRIDGE

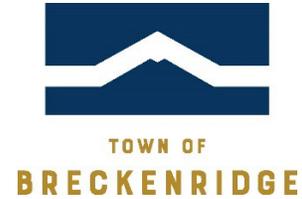
Helen Cospolich, Town Clerk

Kelly Owens, Mayor Pro Tem

APPROVED IN FORM

Town Attorney

Date



Memo

To: Town Council
From: Kirsten J. Crawford, Town Attorney
Date: February 7, 2024
Subject: Amendment to Housing Division Regulations

Staff recommends Council approve the proposed amendment to the Town of Breckenridge code to authorize the division of housing to certify delinquent administrative fines to the county treasurer to be paid in the same manner as unpaid taxes.

Enforcement Mechanisms in Local Ordinances

The Town has made recent efforts to bolster enforcement of code violations, specifically within the division of housing, in its ongoing effort to preserve affordable housing stock for the local workforce. Creating the appropriate tools for enforcement in the policymaking process is an important consideration. The four major types of enforcement are described briefly below:

- **Criminal:** This requires summons and a complaint filed in municipal court. Remedies include infractions (\$500.00) in some cases or a one-time fine of \$2,650, or imprisonment not to exceed one year. These are jurisdictional maximums for municipal courts set by state law.
- **Civil/Equitable:** Most of the covenants in the Town contemplate civil enforcement, which allows the Town to initiate an action for damages, in some cases liquidated damages and/or seek an injunction.
- **Administrative:** In 2022, the Council adopted administrative fines and penalties which authorize staff to issue notices of violation without having to file a formal court case. These fines are reviewable by a third-party hearing officer.
- **Private enforcement:** A local ordinance may allow an individual to enforce a regulation in court where there is alleged injury or damage¹.

Proposed New Process for Certification of Lien

The existing 2022 housing code allows staff to impose administrative fines in a schedule depending on the alleged violation. The staff first issues a notice to the owner in violation allowing the opportunity to cure the violation. If the violation is not cured in the required timeframe, then the staff may impose a fine; in some cases, fines accrue daily for continuing violations. While this tool has proven to be both effective and efficient, there are some examples of owners who neither cure the violation, nor pay the fine. One option not presented

¹ We have not adopted this sort of mechanism yet in Town regulations yet.

is to have a third-party collection contract. While that may be an option we will consider in the future, we recommend a better first alternative is to certify any unpaid fines to the county treasure to be collected in the same manner as unpaid sales taxes. The finance team is familiar with the process and staff have alerted the County treasurer of the proposed new policy presented here.

So long as we adopt the proposed amendments by ordinance as presented here, state law authorizes this action under C.R.S., § 31-20-105 (that provides: “Any municipality, in addition to the means provided by law, if by ordinance it so elects, may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be by this title.”) Furthermore, the municipal charter, section 5.8, requires that any regulation where a “penalty is imposed, or placing any burden upon or limiting the use of private property, *shall be by ordinance.*”

As we build on our administrative enforcement program initiated in 2022, we may be considering other tools as we identify any gaps. We also want to be continuously cognizant of striking the right balance in administering the program in a fair, equitable, and judicious manner which may drive the decision of the appropriate enforcement action or remedy being sought.

A BILL FOR AN ORDINANCE ESTBALISHING A PROCESS FOR CERTIFYING LIENS TO THE COUNTY FOR UNPAID ADMINISITRATIVE FINES IMPOSED FOR VIOLATIONS OF THE HOUSING CODE.

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

Section 1. That a new subsection C is added to section 9-16-6 and the section is amended by deleting the language stricken and adding the language underlined to read as follows:

9-16-6: NOTICE, FINES, ~~AND PENALTIES,~~ AND LIENS:

A. Fines and Penalties: Failure to comply with the requirements of this chapter or this Code may result in the following fines and penalties:

- 1. Failure to comply with a deed restriction or covenant shall be punishable by an administrative penalty in the amount of one hundred dollars (\$100.00) per day.
- 2. Failure to file an annual verification affidavit or respond to a request for compliance information from the town shall be punishable by an administrative penalty of two hundred and fifty dollars (\$250.00).
- 3. Failure to comply with occupancy or employment covenants in any deed or restrictive covenant may result in limitations on housing sale appreciation amounts.
- 4. Violations of this chapter shall be subject to the general penalty set forth in section 1-4-1 of this Code, including failure to pay the administrative penalty imposed by this section in a timely manner.
- 5. Fines and penalties under this section are cumulative.

B. Warnings and Notice:

- 1. Written notice of an administrative penalty shall be provided by first class United States mail to such person at such person's last known address. The administrative penalty shall be due and payable within fourteen (14) days of the date of the notice.
- 2. The housing division will issue a first warning prior to imposing fines or penalties in accordance with this chapter

1 C. Lien on Property for Delinquent Fines, Charges, and/or Assessments.

2 1. Failure to pay any fines, charges, or assessments (“charges”) imposed by the
3 division of housing under this chapter may result in a lien on the real property subject
4 the violation.

5 2. Any or all delinquent fines, charges, or assessments made or levied to be
6 certified to the treasurer of the county and be collected and paid over by the treasurer of
7 the county shall be processed in the same manner as taxes are authorized to be by title
8 3, chapter 2. A notice of lien may be prepared by the finance director or their designee
9 and filed with the Summit County treasurer no sooner than five (5) days following the
10 day the charges were due and not paid. Such notice of lien shall include the following:

11 i. The name of the owner of the property;

12 ii. A legal description of the property as tax assessed by the Summit County
13 assessor, and the number and street address of the property to which the notice of lien
14 is applicable;

15 iii. The nature of the lien; and

16 iv. A statement that notice of lien is given pursuant to this section.

17 v. The finance director or their designee shall mail a copy of such notice of
18 lien to the billing address of the owner.

19 vi. Once a notice of lien has been filed with the Summit County treasurer, there
20 will be a one hundred dollar (\$100.00) service charge for the administration and work to
21 process the lien which will be required to be paid in addition to full payment of the
22 charges due and owing. required for such lien.

23 vii. The division of housing has the sole discretion to release a lien upon its own
24 action or upon request of the owner for good cause.

25
26 **Section 2.** This ordinance shall be published and become effective as provided
27 by Section 5.9 of the Breckenridge Town Charter.

28
29 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
30 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
31 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the

1 ___ day of ____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
2 Building of the Town.

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5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
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10 By: _____
11 Kelly Owens, Mayor Pro Tem

12 ATTEST:

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16 _____
17 Helen Cospolich, CMC,
18 Town Clerk

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20 APPROVED IN FORM

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24 _____
25 Town Attorney



Memo

To: Town Council
From: Kirsten J. Crawford, Town Attorney
Date: February 7, 2024
Subject: Amendment to Housing Division Regulations

Staff recommends the Council approve the proposed amendment to the Town of Breckenridge housing code to clarify the appeals process including timeframes and submission of complaints.

Staff is also proposing to add a provision in the housing regulations that mirrors a provision in the short-term rental regulatory framework, specifically authorizing the Town attorney to resolve disputes in lieu of a hearing on a case-by-case basis. Staff has found this tool has resulted in successful resolution of three cases without the time and resources of holding a hearing which includes expenses such as third-party hearing officer fees, and staff and attorney time to present the case, among other expenses.

A BILL FOR AN ORDINANCE AMENDING THE ADMINISTRATIVE APPEALS PROVISION OF THE HOUSING REGULATIONS.

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

Section 1. That section 9-16-7 entitled "APPEALS" is amended to add the language underlined to read as follows:

9-16-7: APPEALS:

A. Any party found in violation of this chapter has a right to appeal to an administrative hearing officer by submitting a complaint in writing to the town manager setting forth both the grounds for the appeal and supporting facts within ten (10) days after the date of mailing of notice of violation.

B. A hearing shall be held within thirty (30) days of the date of the filing of the notice of appeal, unless the parties mutually agree to a longer time. Notice of an administrative hearing shall be given by the hearing authority to each party establishing the time and place of a hearing not less than twenty (20) days before the date the hearing is to be held. The hearing authority may continue any administrative hearing, upon timely request, for good cause shown, or upon its own initiative.

C. Each party may appear with counsel at the cost of the party and has the right to present such evidence as may be relevant, and to cross-examine all witnesses. The strict rules of evidence shall not apply to an administrative hearing.

D. The burden of proof shall be on the proponent of a claim or issue to prove such claim or issue by a preponderance of the evidence, and on the party raising any affirmative defense or matter of mitigation to prove such affirmative defense or matter of mitigation by a preponderance of the evidence. "Preponderance of the evidence" means to prove that something is more probably true than not.

E. The finding or decision of a hearing authority in connection with any administrative hearing shall be in writing. The decision of the hearing authority shall be final, subject to the right of any aggrieved party to contest the matter in an appropriate court action

1 commenced under rule 106(a)(4) of the Colorado Rules of Civil Procedure. For
2 purposes of determining the time limit for the commencement of an action under rule
3 106(a)(4) of the Colorado Rules of Civil Procedure, the decision of the hearing authority
4 shall be deemed to be final upon the hearing authority's issuance of the written finding
5 or decision.

6 F. Stipulation in Lieu of Administrative Hearing: A party subject to fines or violations
7 of this housing code or under review of an administrative decision may contact the town
8 attorney to discuss the allegations or complaint and attempt to resolve the matter
9 without a hearing; provided the party contacts the town attorney no later than fourteen
10 (14) days prior to the scheduled hearing date. The town attorney will present
11 recommendations to the town manager as to whether to resolve a dispute and upon
12 written terms and conditions executed by the town manager and the appealing party.
13

14 **Section 2.** This ordinance shall be published and become effective as provided
15 by Section 5.9 of the Breckenridge Town Charter.
16

17 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
18 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
19 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
20 ____ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
21 Building of the Town.
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24 TOWN OF BRECKENRIDGE, a Colorado
25 municipal corporation
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29 By: _____
30 Kelly Owens, Mayor Pro Tem
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32 ATTEST:
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35 _____
36 Helen Cospolich, CMC,

1 Town Clerk

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3 APPROVED IN FORM

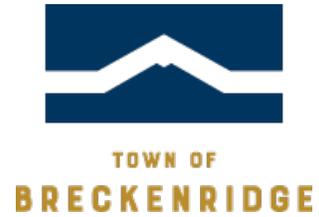
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Town Attorney



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 2/13/24
Subject: Resolution to Adopt the Climate Equity Plan

Summary: Staff presented the Climate Equity Plan (CEP) to Council at its January 27, 2024 meeting. The plan was reviewed by the Breckenridge Social Equity Advisory Commission at its July 17 and September 18, 2023 meetings. The changes and recommendations made by the BSEAC were incorporated into the final draft.

The CEP is designed as an equity overlay to the existing Summit Community Climate Action Plan adopted in 2019. The CEP focuses on ensuring underrepresented residents have access to the benefits of climate action policy and programs. Quick reference can be made to the recommended strategies in Appendix B beginning on page 31.

Staff Recommendation: Staff recommends Council adopt the Climate Equity Plan by Resolution at its February 13, 2024 meeting. Staff will be available at the work session to answer any additional questions.

1 RESOLUTION NO. ____

2
3 Series 2024

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5 **A RESOLUTION APPROVING THE CLIMATE EQUITY PLAN.**

6 **WHEREAS**, the Town of Breckenridge adopted the Summit Community Climate
7 Action Plan in 2019 and the SustainableBreck Plan in 2022 that set out climate action
8 goals and strategies;

9 **WHEREAS**, the Town of Breckenridge has reduced greenhouse gas emissions
10 through a number of actions including electrification of fleet vehicles, installation of
11 electric vehicle charging stations, implementation of renewable electricity for Town
12 facilities, adopted building code and outdoor energy mitigation, and obtained financial
13 support for residential and commercial energy improvement programs;

14 **WHEREAS**, the Town of Breckenridge recognizes the importance of removing
15 barriers and designing programs so that everyone in the community, specifically those
16 most at-risk of climate related impacts, have access to and benefit from climate policies
17 and programs; as such, in January 2023, the Town approved the Equity Blueprint a
18 comprehensive, long-term plan with the goal of eliminating barriers related to racial and
19 social inequities to foster a more equitable community.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE**
21 **TOWN OF BRECKENRIDGE, COLORADO:**

22 **Section 1.** The Town Council hereby approves the Climate Equity Plan
23 prepared in collaboration with High Country Conservation Center.

24 **Section 2.** This resolution is effective upon adoption.

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26 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2024.

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TOWN OF BRECKENRIDGE

By: _____
Kelly Owens, Mayor Pro Tem

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

Memo



To: Breckenridge Town Council Members
From: Jim Baird, Police Chief
Date: 2/6/2024
Subject: Intergovernmental Agreement for Aid in Hazardous Substance Incidents

The attached resolution, if passed by Council, would continue an existing Intergovernmental Agreement between the Town of Breckenridge and the Summit Fire Authority (SFA) to designate the SFA as the designated emergency response authority (DERA) for hazardous substance incidents in the Town of Breckenridge. The SFA provides this service in both incorporated and unincorporated portions of Summit County.

A renewal of this agreement is necessary as the prior agreement expired on December 31 after being in place for 5 years. The duration of this agreement is for another 5 years expiring on December 31, 2029. The 2024 financial obligation to the TOB for participation is \$13,267. This is a 5% increase over last year. There is a built-in cost increase of up to 5% each year of this agreement. I anticipate the full 5% will occur annually.

Staff recommends approval of the resolution. Kirsten and I will be present at the work session on February 13 to answer any questions.

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RESOLUTION NO. ____

Series 2024

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF MUTUAL AID IN HANDLING HAZARDOUS SUBSTANCE INCIDENTS.

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

Section 1. That the Town Council hereby ratifies and approves an Intergovernmental Agreement, dated January 1, 2024, between the Town of Breckenridge and the Summit County Sheriff’s Office, the Summit Fire Authority, the Summit County 911 Center Governance Board, the Town of Blue River, the Town of Dillon, the Town of Friso, and the Town of Silverthorne for the purpose of mutual aid in handling hazardous substance incidents.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2024.

TOWN OF BRECKENRIDGE

By: _____

Kelly Owens, Mayor Pro Tem

ATTEST:

Helen Cospolich, CMC,

1 Town Clerk

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3 APPROVED IN FORM

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8 Town Attorney Date

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**INTERGOVERNMENTAL AGREEMENT FOR AID
IN HAZARDOUS SUBSTANCE INCIDENTS**

This Intergovernmental Agreement for Aid in Hazardous Substance Incidents (referred to hereafter as the “IGA”) is made and entered on this 1st day of January, 2024 by and between the:
BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
(County),
OFFICE OF THE SHERIFF, SUMMIT COUNTY, COLORADO (Sheriff)
SUMMIT FIRE AUTHORITY (SFA),
TOWN OF BLUE RIVER, COLORADO (Blue River),
TOWN OF BRECKENRIDGE, COLORADO (Breckenridge),
TOWN OF DILLON, COLORADO (Dillon),
TOWN OF FRISCO, COLORADO (Frisco), and
TOWN OF SILVERTHORNE, COLORADO (Silverthorne).
SUMMIT COUNTY 911 CENTER GOVERNANCE BOARD

For the purposes of this Agreement, Blue River, Breckenridge, Dillon, Frisco and Silverthorne shall be referred to together as the “Towns,” the Towns and the County shall be referred to together as the “Contributing Parties,” and the Contributing Parties, Sheriff and SFA shall be referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, the Parties are authorized to enter into intergovernmental agreements pursuant to C.R.S. § 29-1-203; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3)(b), the Board of County Commissioners of Summit County may designate the Summit Fire Authority as the designated emergency response authority (DERA) for hazardous substance incidents occurring within the unincorporated areas of Summit County, Colorado; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3) (a), the Towns may designate the Summit Fire Authority as the DERA for hazardous substance incidents occurring within their respective incorporated jurisdictions; and

WHEREAS, the SFA has established the Summit County Hazardous Materials Team (SCHMT) to perform certain functions relating to the handling and control of hazardous substances; and

WHEREAS, pursuant to C.R.S. § 29-22-102 (1), a DERA may provide and maintain the capability for hazardous substance incident response directly or through mutual aid or other agreements; and

WHEREAS, the Parties have previously on January 1, 2019 entered into an Agreement for Aid in Hazardous Substance Incidents, which agreement has expired by its own terms; and

WHEREAS, the Parties' desire to enter into this IGA for the purposes of stating their mutual and respective rights and obligations regarding the designation of DERA to the SFA and SCHMT's provision of hazardous substance incident related functions; and

WHEREAS, the interests of the public are best served by the Parties entering into such an agreement for the purpose of providing hazardous substance incident related functions in their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual benefits that will inure to the public and the Parties, and the mutual covenants, agreements and promises set forth hereinafter, the Parties hereto agree as follows:

I. Purpose

The purpose of this IGA is to state the Parties' mutual and respective rights and obligations regarding the provision of hazardous substance incident response and administrative functions in Summit County, Colorado in accordance with all applicable laws, regulations and standards.

II. Summary

- A. This section is intended to provide a brief general overview of the IGA; provided, however, that the specific provisions of this IGA shall control in all circumstances.
- B. The SFA shall be the DERA for the Contributing Parties. SFA, through its SCHMT, shall provide certain hazardous substance response services for the DERA. The Contributing Parties shall each pay SFA an annual fee for providing hazardous substance response services in their respective jurisdictions. Costs related to hazardous substance incidents that are not recovered from the person or entity responsible for such incident shall be the responsibility of the Party in whose jurisdiction the incident occurred.

III. Definitions

Unless otherwise specifically defined herein, all defined terms contained in this IGA shall have the meaning set forth for them in Section 29-22-101, et seq., C.R.S.; Section 1507-10 of the Code of Colorado Regulations, 8 CCR 1507-10; Section 1507 – 22 of the Code of Colorado Regulations, 8 CCR 1507-22 as amended. Other special terms not defined in this paragraph shall be the same as those established by applicable State and Federal statutes and rules and regulations regarding hazardous substances.

- A. "Hazardous Substance Scene" means the specific and limited area immediately contiguous with or adjacent to vehicles, facilities, or containers containing any hazardous substance where the potential exists that such hazardous substance may be spilled, discharged, or released, or the area immediately surrounding any spilled, discharged, or released hazardous substance and any additional area needed as determined by the person(s) operating as the Incident Commander. The scene shall also include those areas

and facilities contaminated as a direct result of the incident although such areas and facilities may not be contiguous or adjacent to the initial spill location.

- B. “Emergency Response to a Hazardous Substance Incident” means taking the initial emergency actions necessary to minimize the effects of a hazardous substance incident.
- C. “Summit County Hazardous Materials Team” (“SCHMT”) means a specially equipped and trained team of personnel organized by the SFA to provide the capable response to incidents involving a hazardous substance. All team members must meet the minimum standards of 29 C.F.R. 1910.120(q)(6)(ii) “First Responder Operations Level” or 29 C.F.R. 1910.120(q)(6)(iii) “Hazardous Materials Technician”.
- D. Any Party participating in this IGA may provide membership to the SCHMT.
- E. “Incident Command System” (“ICS”) means the system adopted by the various fire protection agencies operating within the boundaries of Summit County.
- F. “Incident Commander” means the person serving to control and coordinate all response actions associated with the incident. Hazardous Substance Incident Commanders must meet the requirements of 29 C.F.R. 1910.120(q)(6)(v) “On Scene Incident Commander.”
- G. “Jurisdiction” for the County means the unincorporated areas of Summit County, except for any federal, state or county highway located outside of municipal limits, and for each Town the term “Jurisdiction” means their respective incorporated areas.
- H. “SCHMT Operations” means the portion of the response serving to perform the actual tasks in stabilizing and/or controlling a hazardous substance incident.
- I. “SCHMT Operations Section Chief, Division Supervisor, and/or Hazardous Materials Branch Director” mean the person reporting to the Incident Commander to supervise the SCHMT operations.

IV. Effective Date and Term

The intent of this contract is a five (5) year agreement that contains an annual review by December 31st of every year, with the option to withdraw at that time. If a party fails to terminate their participation for the following year, in accordance with section IX of this agreement, the agreement will automatically be renewed for the following year.

The effective date of this IGA is January 1, 2024, and shall expire in total on December 31, 2029. Upon acceptance of this agreement on January 1, 2024, the terms shall automatically renew for, up to, four (4) additional one-year terms extending to December 31, 2029 unless it is terminated by a Party in accordance with Section IX., Termination, below.

V. Rights and Duties of the Parties

A. County's Rights and Duties

1. The County hereby states and affirms that its governing body has officially designated the SFA as the DERA for unincorporated Summit County, Colorado.
2. The County agrees to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
3. The County acknowledges and agrees that it is responsible for costs related to hazardous substance incidents occurring within its jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the County is the generator and responsible party for the hazardous substance incident in section F.4a.
4. The County, through its Summit County 911 Center (SC911) shall dispatch the appropriate resources to respond to hazardous substance incidents occurring within the jurisdictions of the Contributing Parties. Requests for aid through SC911 shall, to the extent such information has been made available to the dispatcher, include information regarding:
 - a. Incident location;
 - b. Type and quantity of the hazardous substance involved;
 - c. Any facilities, areas, and/or properties that may be impacted by the hazardous substance;
 - d. Geography and weather conditions at the location of the incident.

B. Towns' Rights and Duties

1. The Towns each hereby state and affirm that their respective governing bodies have officially designated the SFA as the DERA for their respective jurisdictions.
2. The Towns each agree to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
3. The Towns each acknowledge and agree that they are responsible for costs related to hazardous substance incidents occurring within its respective jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the Town is the generator and responsible party for the hazardous substance incident in section F.4a.

C. SFA's Rights and Duties as DERA

1. The SFA hereby affirms that it accepts its appointment as DERA by and for the County and Towns.
2. The SFA shall be responsible for the provision of all DERA-related functions for the Contributing Parties. The SFA, as DERA, shall provide the DERA related functions required of it hereunder in accordance with all applicable federal, state, and local laws, regulations and professional standards, which functions include administration of hazardous substance incident related clean-up activities and making reasonable efforts to collect hazardous substance incident related clean-up costs from the person or entity responsible for such incident.

3. The DERA shall maintain all responsibility to ensure that proper cleanup activities have been engaged.

D. SFA's Rights and Duties as SCHMT Operator

1. The SFA, through its SCHMT, hereby agrees to provide the following SCHMT Services for the DERA:
 - a. SFA shall provide timely emergency response services for hazardous substance incidents occurring within the jurisdictions of the Contributing Parties.
 - b. In the event of hazardous substance incidents that are beyond the capabilities of SFA, SFA shall be responsible for timely requesting and coordinating incident response by agencies or entities that can provide the necessary hazardous substance incident response services. SFA's responsibility hereunder includes the responsibility of SFA to have in place all necessary agreements or information for identifying, contacting, and coordinating timely response by back-up hazardous substance response agencies or entities.
 - c. SFA shall provide the services required of it hereunder in accordance with all applicable federal, state, and local laws, regulations, and professional standards.
 - d. Except as specifically provided for herein, SCHMT shall have no DERA related responsibilities for the County or Towns. The SCHMT shall not be utilized to clean up the incident scene after their control and stabilization actions have been accomplished.
 - e. SFA will submit invoices to each of the Contributing Parties for their respective annual financial obligations hereunder.
 - f. SFA certifies that, at the time of entering this IGA, it, on behalf of the SCHMT, has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the services covered by this IGA. SFA warrants that it will maintain all necessary licenses, certificates, approvals, insurance, permits, etc. required to properly perform this IGA. Additionally, all employees of SFA performing services under this IGA shall hold the required licenses or certification, if any, to perform their responsibilities hereunder. Any revocation, withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for SFA to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Parties for default. SFA shall notify the Contributing Parties immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.
 - g. SFA shall, concurrent with entering this IGA, provide the Contributing Parties with a 5 Year Capital Expenditures Plan for the SCHMT, which plan shall detail anticipated capital purchases and/or anticipated replacement of capital equipment. Provision of the 5 Year Capital Expenditures Plan by SFA, and/or annual updates thereto, shall not obligate the Contributing Parties for such anticipated capital costs.

E. Financial Obligations of Contributing Parties

1. 2024 Agreed upon contribution amounts:
 - a. The County shall pay SFA \$26,534.00 for its provision of SCHMT Services hereunder.
 - b. Town of Blue River shall pay SFA \$2,407.00 for its provision of SCHMT Services hereunder.
 - c. Town of Breckenridge shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - d. Town of Dillon shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - e. Town of Frisco shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - f. Town of Silverthorne shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - g. The total financial obligation of the Contributing Parties for the initial term of this IGA is \$82,009.00.
2. Each of the Parties' respective financial obligations hereunder may increase by an amount not to exceed five percent (5%) annually for each renewal term. This figure is not a defined annual increase and may be less. Any increases in financial obligations for a yearly renewal term will be detailed during the annual meeting provided for herein below in Section VI.
3. The Parties' payment of their respective financial obligations hereunder for each one-year renewal term of this IGA shall be due and payable to SFA within thirty (30) days of the annual meeting described herein below in Section VI. Failure of a Party to remit its respective financial obligation amount as provided herein shall cause the IGA to terminate on December 31st of the then current calendar year.
4. Except as specifically agreed to herein for renewal terms, the Parties' mutual and respective financial obligations hereunder shall not increase without the written consent of each of the Parties.

F. Renewal Terms

1. An annual review and revision of the Parties' respective financial obligation hereunder will occur every year at the annual meeting provided for herein below in Section VI. The Contributing Parties' respective financial obligations for each renewal term shall be described in writing, which document shall be formally approved by authorized representatives of the Contributing Parties. Failure of any of the Parties to agree to revised financial obligations for the next following renewal term of this IGA shall cause the IGA to terminate on December 31st of the then current calendar year.

G. Cost Reimbursement

1. The SFA, acting as DERA, shall make all legally required and reasonable efforts to recover and reimburse the reasonable, necessary, and documented costs incurred by any Party, or other qualified entity, resulting from actions taken to remove, contain, or otherwise mitigate the effects of a hazardous substance incident from the person or

persons who have care, custody, and control of the hazardous substance involved at the time of the incident. The SFA, as DERA, and the SCHMT may adopt procedures for preparing and submitting requests for cost reimbursements and allocation of reimbursement revenues. SCHMT claims for reimbursement shall be submitted to the DERA within 30 days following the date the incident scene is declared safe by the DERA.

2. If the DERA is unable to initiate a satisfactory recovery of claims made on behalf of the SCHMT within 45 days of the incident, the SCHMT reserves the right to request written approval from the DERA to pursue such collections on its own behalf. DERA approval of the SCHMT's pursuit of collections hereunder shall not be unreasonably withheld.
3. Should hazardous substance incident reimbursement proceeds be less than the total reimbursable hazardous substance incident related costs, reimbursement shall be made in a proportionate manner to the involved entities.
4. Unrecovered reimbursable hazardous material incident related costs shall be paid by the jurisdictional entity, Town or County, in which the hazardous substance incident occurred, however, absent the situation in '4a' described below, the Town or County shall not be responsible for paying unrecovered reimbursable costs incurred by the SFA or the SCHMT.
 - a. In the situation where the Town or the County are the generator and responsible party for the hazardous substance incident then the Town or the County will be responsible for paying reimbursable hazardous substance incident costs for only expendable supplies and equipment incurred by the SFA or its SCHMT once the dollar cost for replacement for these items exceeds \$5000.00.
 - b. All reimbursement of costs coordinated by the DERA or SCHMT shall follow the rules for reimbursement as promulgated by the Colorado Department of Public Safety pursuant to Section 29-22-104 (6)(a), C.R.S.
5. The Parties hereto further agree to pursue all additional reimbursement as may be made available pursuant to C.R.S. 29-22-105 and shall agree to any subrogation requirements mandated as a condition of such reimbursement, if appropriate.

VI. Meetings and Reporting

- A. Representatives of the SFA shall meet at least annually with the County and Towns to report on and discuss DERA and SCHMT status, activities and related matters including renewal of the IGA. The annual meeting shall be an agenda item for the regularly scheduled meeting of the managers for the County and Towns, which shall also be attended by the Sheriff or his designee.
- B. Prior to the date of the annual meeting, the SFA will provide the Contributing Parties with:
 1. A budget report, which includes:
 - a. SCHMT revenues and expenses for the past fiscal (January to December) year;
 - b. SCHMT account balances;
 - c. Recommendations for funding by the Contributing Parties for the next following renewal term, and;

- d. An updated 5 Year Capital Expenditures Plan for the SCHMT is due annually with budget report.
 2. An activity report for the SCHMT, which describes IGA related activities of the SCHMT during the previous twelve months. Information provided in the activity report shall include:
 - a. Operations Response descriptions;
 - b. Technician Response descriptions;
 - c. Descriptions of all instances of deviations from required staffing patterns, and;
 - d. Special circumstances reports.
- C. Prior to the date of the annual meeting, the SFA will provide the other Parties with an activity report for the DERA, which report shall describe DERA hazardous substance incident related administration and collection activities for the past year.
- D. Representatives of the Parties shall meet with each other on an as needed basis to address issues related to the subject matter of this IGA.

VII. Indemnification of Contributing Parties

SFA for itself and on behalf of the SCHMT agrees to defend, indemnify and hold harmless all Contributing Parties as well as their employees and agents, from and against any cost, and liabilities of any kind incurred as a result of any act or omissions by the SFA, the SCHMT, or its employees, agents, subcontractors, or assignees arising out of SFA's provision of Services hereunder.

VIII. Insurance Requirements.

SFA shall obtain and maintain for the SCHMT at all times during the term of this IGA, insurance in the following kinds and amounts:

- A. Standard Worker's Compensation as required by the State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
- B. Employer's Liability is required for minimum limits of: \$1,000,000 Each Accident, \$500,000 Disease Policy, and \$1,000,000 Disease Each Employee.
- C. Commercial General Liability: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, and \$2,000,000 Products Completed Operations Aggregate.
- B. General Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage:
 1. Combined single limit of \$1,000,000 if written on an occurrence basis.
 2. Any aggregate limit will not be less than \$1.2 million.
 3. Combined single limit of \$1,000,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.
 4. If any aggregate limits are reduced below \$1,200,000 because of claims made or paid during the required policy period, the SFA shall immediately obtain additional

insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

- 5. The insurance shall include provisions preventing cancellation without 30 days prior notice to the Contributing Parties by certified mail.
- 6. SFA shall provide certificates showing adequate insurance coverage to the Contributing Parties within 7 working days of IGA execution, unless otherwise provided.

IX. Termination

- A. This IGA may be terminated by any Party without cause by providing written notice of intent to terminate its participation in the IGA to each of the other Parties and the SFA not less than ninety (90) days prior to the proposed termination date.
- B. If any Party submits a written notice of intent to terminate its participation in the IGA, the IGA shall remain in effect for all Parties, including the terminating Party, until the last day of the then current one-year IGA term.
- C. In no event shall the remaining Parties be responsible for any part of the financial obligation of a Party that terminates its participation in the IGA.

X. Notice

All notices required to be given by the parties hereunder shall be hand delivered or given by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

Town Manager
Town of Blue River
P.O. Box 1784
Breckenridge, CO 80424

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

Town Manager
Town of Dillon
P.O. Box 8
Dillon, CO 80435

Town Manager
Town of Frisco
P.O. Box 4100
Frisco, CO 80443

Town Manager
Town of Silverthorne
P.O. Box 1309
Silverthorne, CO 80498

County Manager
Summit County Government
P.O. Box 68
Breckenridge, CO 80424

Sheriff
Summit County Sheriff's Office
P.O. Box 210
Breckenridge, CO 80424

Chairperson
Summit Fire Authority
P.O. Box 1132
Frisco, CO 80443

Chairperson
 Summit County 911 Center Governance Board
 PO Box 4188
 Frisco, CO 80443

XI. General Terms and Provisions

- A. Independent Contractor. SFA is an Independent Contractor, not an employee of the Contributing Parties and is not in their respective personnel systems. SFA is engaged in an independent trade, occupation, profession, or business and is qualified to perform the services pursuant to the IGA. SFA is free to provide services to others and is not required to work exclusively for Contributing Parties. The Parties agreed upon the terms of this contract. Payment is set at the contract rate for the work and is not set as a salary or hourly-employment rate. Payments shall be made by checks payable to the trade or business name of the SFA and not to any individual. SFA is responsible for providing its own tools and benefits at its own cost. SFA is not entitled to worker's compensation benefits or unemployment insurance benefits unless paid for by SFA and SFA is obligated to pay federal (including social security) and state income tax on any monies earned pursuant to this contract relationship. SFA is responsible for complying with all employment laws and insurance laws relating to its own employees, SFA is and shall remain a separate and distinct entity from the Sheriff and Contributing Parties; the business operations of the Contributing Parties shall in no way combine with the business operations of the SFA.
- B. Governmental Immunity. Nothing in this IGA shall be construed against any party hereto as a waiver of the limitations on damages, or as a waiver of the privileges, immunities, or defenses provided to, or enjoyed by, any of the Parties under common law or pursuant to statute including, but not limited to, the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. and Sections 24-32-2604, et seq., C.R.S.
- C. Worker Compensations and Pension Benefits. Pursuant to Sections 29-5-109 and 29-5-110, C.R.S., and this IGA, if any personnel of a responding SCHMT member is injured, disabled, or dies as a result of performing services within the boundaries of another jurisdiction, said individual shall remain covered by, and eligible for, workers' compensation and pension benefits, including disability, death, and survivor benefits, to which the individual would otherwise be entitled if the injury, disability, or death had occurred within the jurisdictional boundaries of the responding SCHMT member.
- D. Prior Agreements. The terms of this IGA shall supersede the terms of any pre-existing agreements between SCHMT members regarding responses to hazardous substance incidents and actions or responsibilities except for incidents that do not require the assistance of the SCHMT. This IGA shall not affect or supersede any other agreements, including mutual aid agreements between SCHMT members except as such agreements relate to responses to hazardous substance incidents and actions or responsibilities under the federal Emergency Planning and Community Right-to-Know Act (EPCRA).
- E. Amendment. This IGA may be amended from time to time by written IGA duly authorized by all the parties to this IGA. No modification or waiver of this IGA or any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by all parties.
- F. Authorization. The signatories to this IGA affirm and warrant that they are fully authorized to enter and execute this IGA, and all necessary actions, notices, meetings

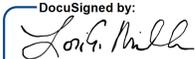
and/or hearings pursuant to any law required to authorize their execution of this IGA have been made. The Parties hereto have mutually represented that they possess the legal ability to enter this IGA. If a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this IGA, this IGA shall be considered null and void as of the date of such court determination.

- G. Whole IGA. This IGA embodies the whole agreement between the Parties regarding responses to hazardous substance incidents and actions or responsibilities under EPCRA, except for incidents that do not require the assistance of the SCHMT, and there are no inducements, promises, terms, conditions, or other obligations made or entered into by the Parties other than those contained herein.
- H. Successors and Assigns. This IGA shall be binding upon the Parties hereto, their respective successors or assigns. Neither Party may assign, delegate, sublease, pledge, or otherwise transfer any rights, benefits, or obligations under this IGA to any party without the prior written consent of the non-assigning party.
- I. Appropriation of Funds/ Multi-Year Contracts. Payment pursuant to this IGA, whether in whole or in part, is subject to and contingent upon the continuing availability of each of the Party's funds for purposes hereof. If said funds, or any part thereof, become unavailable as determined by a Party, the Party may immediately terminate this IGA in accordance with the termination requirements provided in Section IX above. The obligations of the Parties hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
- J. Severability. All agreements, covenants and terms contained herein are severable, and if any such agreement, covenant, or term is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid IGA, covenant, or term were not contained herein.
- K. Applicable Law. At all times during the performance of this IGA, the Parties herein shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. All work and services performed under this IGA shall comply with federal, state, and local laws, rules and regulations. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
- L. No Benefit to Inure to Third Parties. This IGA does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or bring any lawsuit, action, or other proceedings against either Party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
- M. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed and entered into on the day and year first written above.

SUMMIT FIRE AUTHORITY

SUMMIT COUNTY

DocuSigned by:
 1/19/2024
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Chairperson Date

County Manager Date

SUMMIT COUNTY SHERIFF'S OFFICE

TOWN OF SILVERTHORNE

DocuSigned by:
 1/19/2024
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Sheriff Date

Town Manager Date

TOWN OF BRECKENRIDGE

TOWN OF BLUE RIVER

Town Manger Date

Town Manager Date

TOWN OF DILLON

TOWN OF FRISCO

Town Manager Date

Town Manager Date

SUMMITCOUNTY 911 CENTER GOVERNANCE BOARD

DocuSigned by:
 1/22/2024
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Chairperson Date

Memo

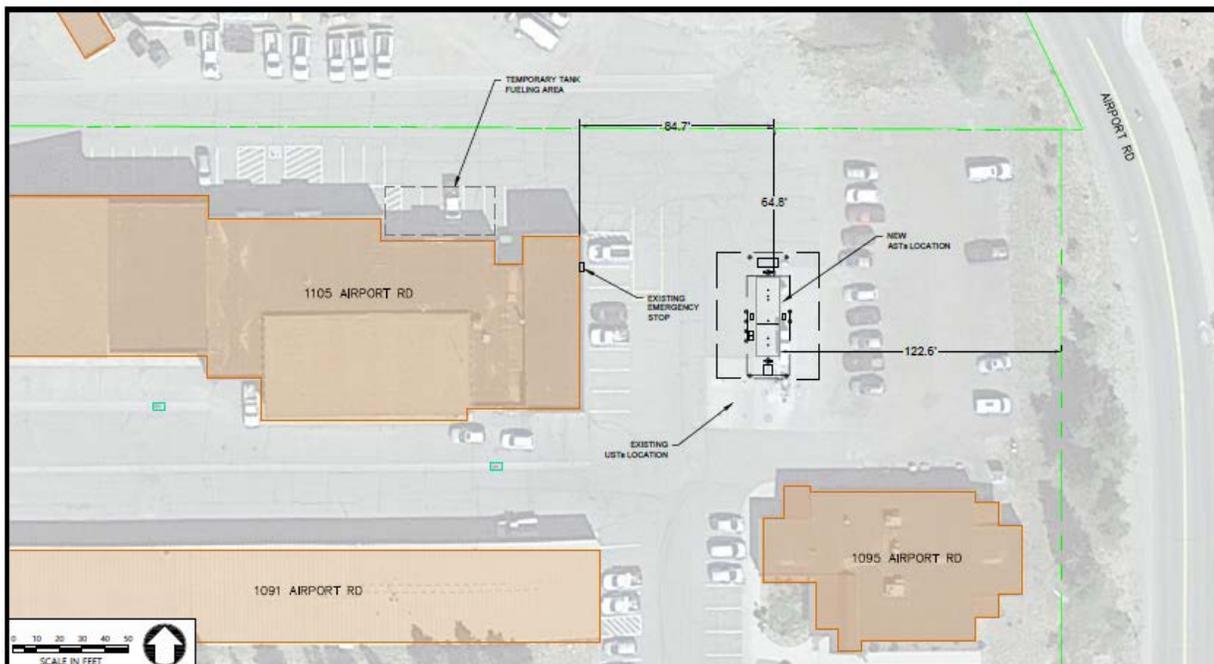
To: Breckenridge Town Council Members
From: Town Staff
Date: 2/7/2024 (for the 02/13/2024 work session)
Subject: Public Projects Update



Public Works Fuel System Replacement

The aging fuel system located at Public Works is planned for replacement beginning in May 2024. The contractor selected for the project, CGRS, has finalized the design and pricing for the project. The project remains on budget but does not include sufficient contingency funds for unforeseen changes in the project scope. Staff will bring any cost overruns to Council for approval of additional budget. The two existing underground storage tanks will be removed and replaced with a single above ground split-tank for both diesel and unleaded fuel. There will also be new dispensers and related software upgrades to the system. The current fueling island will need to be taken out of service during the construction from May-July 2024 and we will implement a temporary fueling station for diesel equipment and vehicles at Public Works but may need off-site fueling for unleaded fleet vehicles.

2023 CIP Funding	\$	750,000
Current Project Budget	\$	749,099
Remaining Budget	\$	901



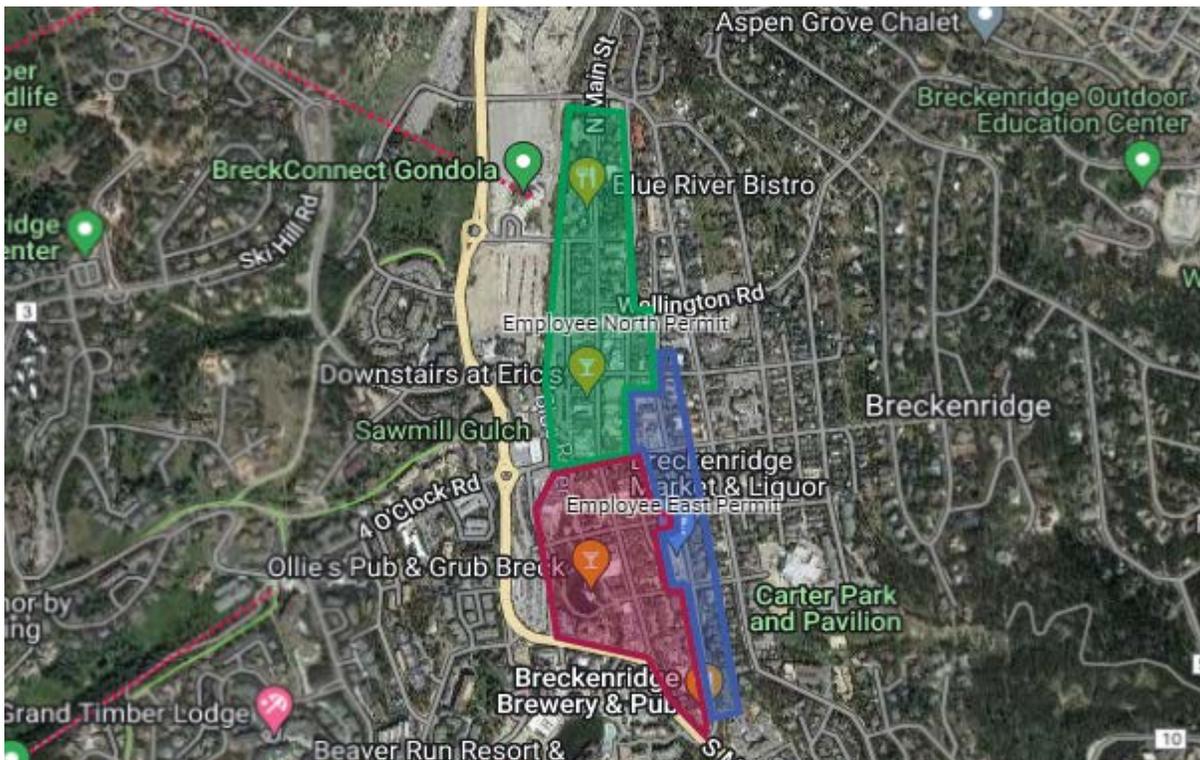
Memo

To: Breckenridge Town Council Members
 From: Mobility Staff
 Date: 2/7/2024
 Subject: **Mobility Update**

Parking

The South Gondola Permit received eight applications in its first week available. Feedback received centered on the price being high for a weekday-only permit option. In this test phase, staff do not want to consider the permit as a seven-day option, so we have decided to offer a \$100 discount to any current employee parking district pass holder to upgrade their pass to the South Gondola Permit. This would allow a worker to park in the South Gondola lot during the week and then park in their normal employee lot/zone on the weekends. We are hoping this discount will be more attractive and gain some traction with our workforce.

While we are still solely focused on the workforce within the parking district, we are considering opening the permit up to businesses just outside the parking district to improve their parking experience and to move the needle on the close-in parking demands of workers and visitors alike. Staff will reach out to businesses directly to invite them to share the permit information with their workers. Interested parties can go to: <https://www.breckpark.com/employeepermits> for more information and to apply for the permit where staff will make the final decision on eligibility.



In December of 2023, Interstate Parking began gathering data on cars that parked in the South Gondola Parking Structure and then moved to another Town-owned parking zone within the same day. This first month of data shows a total of 863 or an average of 27 vehicles per day made this move and the below chart shows where these vehicles migrated from the Parking Structure:

	A	B
1	Parked in South	YES
2		
3	Row Labels	Count of Day and LPN
4	⊕ Barney Ford	10
5	⊕ Breckenridge - Adams	18
6	⊕ Breckenridge - Barney Ford	9
7	⊕ Breckenridge - Central Main	49
8	⊕ Breckenridge - Courthouse	11
9	⊕ Breckenridge - Exchange Lower	8
10	⊕ Breckenridge - Exchange Outdoor	1
11	⊕ Breckenridge - Exchange Upper	21
12	⊕ Breckenridge - FLOT	16
13	⊕ Breckenridge - Ice House Lot	23
14	⊕ Breckenridge - Ice Rink	10
15	⊕ Breckenridge - Lincoln	7
16	⊕ Breckenridge - North Main	30
17	⊕ Breckenridge - Ridge Alley	1
18	⊕ Breckenridge - Ridge Street Zone 1 (North)	26
19	⊕ Breckenridge - Ridge Street Zone 2 (South)	42
20	⊕ Breckenridge - Satellite Lot	12
21	⊕ Breckenridge - South Main	54
22	⊕ Breckenridge - Tiger Dredge	18
23	⊕ Breckenridge - Tonopah	37
24	⊕ Breckenridge - Washington	6
25	⊕ Breckenridge - Wellington	4
26	⊕ Courthouse Lot	5
27	⊕ Exchange Lot	31
28	⊕ FLOT	40
29	⊕ Ice House Lot	16
30	⊕ Ice Rink	7
31	⊕ Lincoln	7
32	⊕ Main Street	175
33	⊕ Ridge Street	71
34	⊕ Satellite	22
35	⊕ Tiger Dredge	10
36	⊕ Tonopah Lot	58
37	⊕ W. Adams	5
38	Washington	1
39	Wellington	2
40	Grand Total	863

As we continue to track and understand this data, staff will look for ways to message leaving one's vehicle parked in the structure as it is already paid and in an ideal location to Main Street. To begin, staff will install a pop-up in our parking payment application letting people know the parking structure is a good "stay and play all day" option for their vehicle. Staff will also look at installing signage on the walkways approaching the parking structure pushing the same message.

Transit

The official rollout for our mobility trip planning application known as **Transit App**, is set for February 22nd. It may take some users until March 6th to see the free, full version of Transit Royale where step-by-step trip planning and additional features are available free of charge to all users in Breckenridge. We are beginning messaging the new application and working to phase out the old MyFreeRide App in the weeks after the official rollout. We are working to swap the QR code at all bus stops from the old app to the new app and look forward to receiving email feedback from the community on any thoughts or improvements to mobility@townofbreckenridge.com while it is in its early stages of use.

The month of January saw a 44% increase in ridership to 196,371 riders compared to last year. This impressive increase makes January 2024 the 3rd highest month of ridership in the 26 years the Free Ride has been in service. January is generally our highest ridership month of the year, with only January of 2019 and 2020 beating this current year's number. An interesting statistic Free Ride leadership has used to measure how "busy" the system feels is when we move over 10,000 riders in a single day. Our busiest single day this past month was on January 27th, with 9,540 riders. The fact that we did not cross 10,000 any day but still hit one of our highest ridership months ever, tells us that the Free Ride service is being well-utilized and consistently relied upon by our local workforce more often than in years past. Green Route increases can be attributed to the opening of Alta Verde 1 last winter along with increasing ridership at Fairview Blvd, the Loge, and Shores Ln. Gold Run Nordic Center is seeing low, but increasing usage, as to be expected from a newly instituted stop. Trolley ridership increases are related to the 3 hours of increased service in the morning along with the updated route on South French Street during the ski day. Not included in the Free Ride totals below are the BSR Ice Rink Express ridership numbers, which moved almost 5,375 riders in January, with season to date ridership totaling 18,746. While this year has been an adjustment for the South French Street area of town, feedback has been generally positive and the additional Trolley service hours and direct route to Main Street has been well-received.

Route	January		+/-	%
	Jan '24	Jan '23		
Gold	8,899	9,008	-109	-1.2%
Green	4,478	638	3,840	601.9%
Brown	77,045	0	77,045	-
Trolley	9,024	964	8,060	836.1%
Purple A	12,499	8,427	4,072	48.3%
Yellow	73,798	0	73,798	-
Purple B	10,628	4,482	6,146	137.1%
Gray	0	112,595	-	-
TOTALS	196,371	136,114	60,257	44.3%

January Traffic Data

January traffic counts at the EJ Tunnel, Hwy 9/Tiger Rd, and Hwy 9/River Park Dr all showed traffic slightly lower compared to the same month the previous year:

CDOT Eisenhower Tunnel, Average Daily Total Traffic Counts (EB & WB)												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2024	35798											
2023	37290	39671	38648	31414	30132	37837	43623	39279	38860	33169	29571	34688
2022	35851	38394	38795	30636	29665	37365	41946	39936	39582	32790	30145	34528
2021	34470	35126	37618	31250	31204	39513	41774	35557	38799	32166	31015	34600
2020	37669	35303	23910	11390	21442	33539	40756	34938	36790	33901	26787	32224
2019	38244	36034	38436	31567	30318	37402	44100	41526	38335	33214	29141	34553
2018	36771	36596	38333	29045	29940	38818	43998	40649	38010	29761	30153	36008
2017	33269	36718	39162	31483	N/A	40217	44022	39719	35614	30216	29087	32690

CDOT Hwy 9 & Tiger Rd, Average Daily Total Traffic Counts (NB & SB)												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2024	24223											
2023	25561	26129	25423	20266	17932	22107	26085	24365	23106	19796	18253	23473
2022	25343	26314	25528	19385	17755	22419	25576	25157	23340	20126	19542	23392
2021	23613	23681	24455	19981	18729	23885	26569	24052	22303	19357	19779	23740
2020	26091	24334	16206	8459	12873	20096	25398	24184	23870	21272	18851	22557
2019	26864	25558	25043	19475	17420	19707	22715	25287	23769	18932	19522	23106
2018	24454	23112	23746	17638	16681	21491	25586	23805	21848	17993	19613	24572
2017	22314	22238	22640	16863	15739	20133	23872	22365	20694	17736	17914	22213

Hwy 9/River Park Drive CDOT Average Daily Total Traffic Counts (NB & SB)*												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2024	9046											
2023	9677	9770	9490	6945	6884	9139	11402	10178	9055	7810	7167	9094
2022	Not Available			6692	6947	9358	11132	10272	9763	7034	7525	9217

*Note: CDOT installed the River Park Dr counter in April 2022. On April 3rd, 2023, CDOT adjusted the counter to exclude counting vehicles turning in/out of River Park Dr, to get a more accurate count of through-traffic.

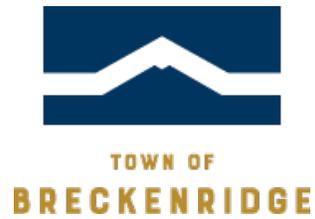
Snow Sculpture Weekend Traffic

Looking specifically at the 2024 Snow Sculpture weekend, traffic counts were slightly higher than 2023, but lower than 2022:

2024	Northbound	Southbound	2-way Total
Friday January 26, 2024	13279	15741	29020
Saturday January 27, 2024	15673	16626	32299
Sunday January 28, 2024	13726	13928	27654
Total			88973

2023	Northbound	Southbound	2-way Total
Friday January 27, 2023	13647	15136	28783
Saturday January 28, 2023	14281	14209	28490
Sunday January 29, 2023	13207	13334	26541
Total			83814

2022	Northbound	Southbound	2-way Total
Friday January 28, 2022	14246	16487	30733
Saturday January 29, 2022	17010	17024	34034
Sunday January 30, 2022	14657	14203	28860
Total			93627



Memo

To: Town Council
 From: Sustainability Staff
 Date: 2/13/24
 Subject: Sustainability Update

Gold-Level Bicycle Friendly Community Certification

As part of our commitment to being a great place to live and thrive, Town of Breckenridge applied for the League of American Bicyclists' prestigious [Bicycle Friendly Community](#) (BFC) award. More than 870 communities have applied for recognition. The five levels of the BFC award – diamond, platinum, gold, silver and bronze, plus an honorable mention category – provide a clear incentive for communities to continuously improve bicycle programming. Awarded communities must renew their status every four years to ensure they not only maintain existing efforts, but also keep up with changing technology, national safety standards, and community-driven best practices.



The Town was re-certified in January at the Gold-level BFC Award, recognizing Breckenridge's ongoing efforts to improve conditions for people who bike. Examples include investments in bike education programs, bike events, pro-bike policies, and bike infrastructure. We are pleased to celebrate this award and our achievements towards making bicycling safe, comfortable, and accessible to all.



Material Management

Material Management Fee

As of February 5th, we have received payments from 33 of 214 users totaling \$17,078.39 in revenue. A reminder will be sent out mid-February to all users with outstanding invoices notifying them of the April 1 deadline. We have not seen any users opt out of

the program in 2024. Participation rates remain steady with a few businesses changing ownership throughout 2023. Staff continue to check the enclosures multiple times a week for illegal dumping, contamination, and misuse of the facilities. Users are notified of any infractions that can be identified by camera and keycard data. If there is a persistent issue, then all users are notified reminding them of best-practices.

Construction and Demolition

The High Country Conservation Center and Summit County Government are facilitating meetings with the Zero Waste Task Force group to review policy recommendations and provide input on new Construction and Demolition diversion policy being considered. Representatives from the Town have attended the meetings and have requested feedback from the other Town departments that are involved in this type of work (Community Development + Engineering). Staff have shared the attached promo flyer for the upcoming builders meeting on Feb 15th with relevant groups. Also attached are the presentation and meeting notes from the second ZWTF meeting that took place January 24th.

Mountain IDEAL

The on-site portion of the Mountain IDEAL audit wrapped up January 31st. The auditor spent time visiting points of interest around town and meeting with members of the community to discuss the broader sustainability work being done in Breckenridge and the Upper Blue Basin. Thank you to those who met with Julie Klein including staff from the Town, BTO, BGV, Breckenridge History, BreckCreate, USFS, Beaver Run, Summit County, Vail Resorts, Town of Blue River, CMC, HC3, Hearthstone, and Xcel Energy. Next steps are to complete virtual interviews, review the proposed corrective actions and submit any remaining evidence for consideration. Recertification is expected this spring.

Tennis Center

The Tennis Center solar project received the green light to proceed with a new transformer, paid for by Xcel Energy. Staff has applied for the new service connection, and once the design of the new service is complete, the project will begin moving forward. The new service must be established before installation and interconnection can occur for the solar PV. Permitting is underway.

Plastic Pollution

Launch delivered the first phase of digital assets for the plastics campaign in December. Staff implemented outreach for the plastics campaign starting the week of December 18, 2023. We started with print ads in the Summit Daily, digital ads on Facebook, radio ads on Always Mountain Time stations (English and Spanish) and Krystal 93 stations, digital ads through the Summit Daily (Geo targeted English and Spanish ads), Comcast ads on local streaming channels, bus ads in the Trolley, and starting in March, ads will be placed in the carts at City Market. Staff will continue with the current plastics messaging until July 2024.

Staff are working on handing out "Be Good At To-Go" stickers and point-of-sale postcards to all food-service businesses to help inform customers of the changes. The new landing page for "[Be Good At To-Go](#)" is being developed and resources will continue to be added for businesses and guests.



HIGH COUNTRY
CONSERVATION CENTER

Calling All Building Professionals

THURSDAY, FEB. 15, 4-5 P.M.
SUMMIT COUNTY SENIOR CENTER,
HOOSIER ROOM

Construction waste is adding up in the landfill. Your input is needed to increase recycling on jobsites.



The Challenge

Construction and demolition, or C&D, waste is rapidly adding up in the local landfill. Landfill data shows that 30% of all our trash in the county comes from C&D jobsites.

Work to Date

High Country Conservation Center and Summit County Government are partnering with local towns, waste haulers and you – professionals in the building community – to explore various C&D diversion policies for our community.

Your Role

Join us for a presentation and forum including background on what the landfill is doing today, examples of successful C&D policies in Colorado, and opportunities to share your input.

RSVP Today

Scan the QR Code to let us know you'll be there.



QUESTIONS?

Contact the Zero Waste Team at High Country Conservation Center:

christy@highcountryconservation.org • (970) 668-5703



HIGH COUNTY CONSERVATION CENTER ZERO WASTE TASK FORCE MEETING 2

January 24, 2024



PROJECT GOAL

Develop a recommendation for a policy framework to increase the recycling and recovery of C&D waste in Summit County.



TODAY'S AGENDA

ITEM	START TIME
Introductions	9:30am
Meeting Goal	9:45am
Case Studies	9:50am
Questions	10:15am
Group Activity	10:25am
Dot Polling	11:05am
Close Out	11:25am



INTRODUCTIONS

Connect with the individual to your right, and share their...

Name and Organization



MEETING #2 GOAL

- *Gain a deeper understanding of C&D ordinances in action.*
- *Identify policy types that would work best in Summit County.*

RECAP OF FIRST ZERO WASTE TASK FORCE MEETING



30 attendees



Topics on: Policy Types for C&D Ordinances, C&D Diversion Plan, C&D Pilot, and SCRAP infrastructure development



Overall strengths: desire of the community to find a solution that will work for everyone

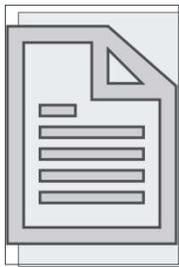


Most interesting policies: diversion plans, incentives, and deposits



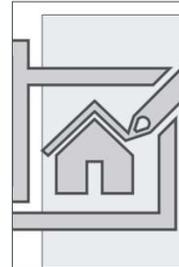
Most concerning policies: mandatory landfill bans and deposits

POLICY TYPE OVERVIEW



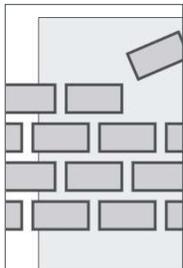
Diversion Plans

Voluntary or Required
Often tied to permitting



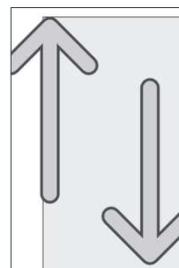
Incentives

Grants, permitting, zoning



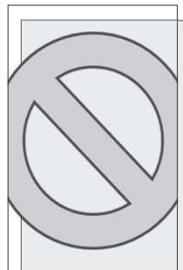
Mandatory Minimums or Materials

Required recycling for selected material (i.e. cardboard) or required rates (i.e. 35% min.)



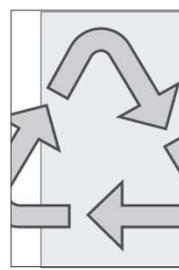
Deposits

Refundable deposits tied to diversion requirements



Material Disposal Bans

Selected items are banned from disposal at the landfill



Others

Deconstruction notices
Job training
Long term infrastructure policy

Boulder, Colorado



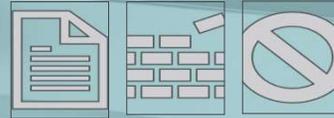
New Construction Requirements:

- 1) 2-Page Application with project description and identification of recycling content
- 2) Must submit completed waste diversion tracking spreadsheet
- 3) Must recycle 100% of clean wood, metal, and cardboard

Sustainable Deconstruction (Full structure removal and level 4 alterations) requires:

- 1) 75% diversion by weight (includes asphalt and concrete)
- 2) Refundable deposit, \$1 / sq ft with \$1500 min. and administrative fee

Fort Collins, Colorado



New Construction, Additions, Remodels:

- 1) Construction Materials Management Plan must be submitted with permit application
- 2) Greater than >2,500 square feet
- 3) Mandatory recycling of wood waste, scrap metal, concrete (and other aggregates) and cardboard

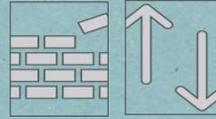
Demolition Projects:

- 1) Greater than 1,000 square feet
- 2) Required to recycle metal, concrete, aggregate, and masonry
- 3) Projects are not required to meet a diversion percentage, nor are they required to pay a Diversion Compliance Deposit.

Failure to comply with the ordinance can result in a \$3,000 a day fine and up to 6 months in jail.

Cardboard was banned from landfill in 2016.

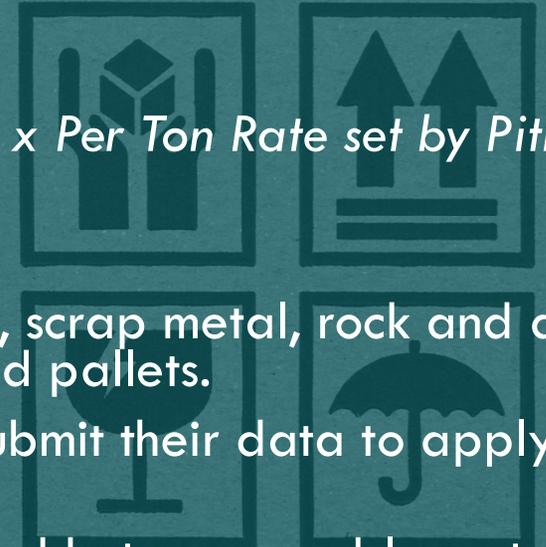
Pitkin County, Colorado



Deposit-refund system requiring a minimum 25% diversion rate on all projects and 100% separation of select materials.

Diversion Compliance Deposit = Estimated total tons of waste x Per Ton Rate set by Pitkin County

- Materials include concrete, corrugated cardboard, porcelain, scrap metal, rock and dirt, single stream recyclables, organics, and untreated lumber and pallets.
- Projects track their materials online (Green Halo) and must submit their data to apply for a refund and be eligible for a final building inspection.
- Partial Refund (50%) if at least 20% of total waste is diverted but recoverable materials are sent to the trash.
- Average Diversion Deposit was around \$15,000 per project.
- In 2023, 96% of the projects received 100% refund.

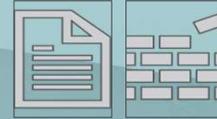


Austin, Texas



- Building permits $>5,000$ square feet of new, added, or remodeled floor area are affected by the ordinance, and all commercial and multi-family demolition projects.
- Must recycle at least 50% of the debris or dispose of no more than 2.5 lbs. of debris per square foot and submit a weight ticket summary spreadsheet.
- Exemptions include excavated soil, stone, land-clearing debris, special waste, and hazardous material, including asbestos and materials containing lead.
- May be subject to a Class C misdemeanor, up for \$500 per day, per offense. However, city staff have expressed the need for enforcement, as compliance is minimal without a deposit or enforcement mechanism.

Nashville, Tennessee (Proposed)



- Applies only to large commercial construction and demolition projects based on value
 - Commercial construction \$500,000+
 - Multifamily (5 units or more) \$500,000+
 - Commercial demolition \$50,000+
- New Construction Materials include:
 - Corrugated cardboard by 2024
 - Unpainted/untreated wood, asphalt shingles and masonry by 2025
 - New construction gypsum and carpet by 2026.
- Demolition materials include:
 - Metals and clean concrete by 2024
 - Carpet, asphalt shingles and masonry by 2025.
- Required to submit a waste management plan identifying their materials and where they will be hauled.



LEADING TO SUCCESS

Community	Community C&D Diversion Rates	Community Overall Diversion Rates
Pitkin County, CO	70-75%	38%
Boulder, CO	70-80%	44%
Fort Collins, CO	City has not been tracking	51%
Austin, TX	40-50%	42%

Summit County 5-Year Construction and Demolition Plan

A black and white photograph of two female construction workers on a job site. They are both wearing hard hats and high-visibility safety vests over plaid shirts. They are facing each other and high-fiving. The background shows the skeletal steel framework of a building under construction. A semi-transparent teal horizontal bar is overlaid across the middle of the image, containing the text 'GROUP DISCUSSION' in a bold, black, sans-serif font.

GROUP DISCUSSION



SMALL GROUP ACTIVITY & DOT POLLING

1. Group discussion with 1 Case Study as a jumping off point
2. 40 minutes for discussion, tables have additional instructions
3. 20 minutes for Report Out and Dot Polling

NEXT UP



Building Professionals Workshop

February 15, 4:00pm

**Zero Waste Task Force
VIRTUAL Meeting
March 2024**



CORYANNE MANSELL

CMANSELL@RECYCLE.COM

973-229-1704

JURI FREEMAN

JFREEMAN@RECYCLE.COM

TO: JENNIFER SCHENK, HC3 & RACHEL ZEROWIN, HC3
FROM: RESOURCE RECYCLING SYSTEMS
DATE: JANUARY 24, 2024
RE: ZERO WASTE TASK FORCE MEETING 2 NOTES

Attendees

- Jen Schenk, Rachel Zerowin, and Christy Turner, HC3
- Coryanne Mansell and Juri Freeman, RRS
- Aaron Byrne and Bill Schenk, SCRAP
- Kat Slaughter, VERT Sites
- Sarah Connelly, Nina Waters, and Ashley Brubaker, Summit County
- Nico Cruz, Town of Frisco
- Stephen Oppito, Pinnacle Mountain Homes
- Abbey Browne, Wood Winds Property Management
- Jon Blank, Town of Dillon
- Kelly Owens, Town of Breckenridge
- Alex Kalkman, Campbell Construction and Engineering
- Jake Willemsen, Summit Rolloff's
- Kristi D'Agati, Town of Silverthorne
- Emily Kimmel, Breckenridge Grand Vacations
- Hayden van Andel, Town of Breckenridge
- Scott Hutchings (Hutch), Waste Management
- Bill Ashley, Ashley Enterprises
- Dominique Giroux, Vail Resorts
- Gaston Feuereisen, Timberline Disposal & Recycling
- PJ Matha, Waste Connections
- Carolanne Powers, Summit Homes Construction

Discussion

- RRS Project Team presented several case studies of Construction and Deconstruction Ordinances in effect. Case studies included Boulder, Fort Collins, Pitkin County, Austin Texas, and Nashville Tennessee.
- Attendees were then asked to discuss favored aspects and potential concerns about any of the case studies. Attendees also noted aspects that may work for Summit County. Attendees added their thoughts to flip charts based on breakout groups.
- After reviewing the flip chats with the breakout group notes, attendees noted policy types (Diversion Plans, Mandatory Materials, Mandatory Minimum Recycling Rate, Deposits, and/or Landfill Disposal Bans) that may be of most interest in Summit County.
- Some trends include:

- Diversion plans are a strongly favored as a starting point.
- There are materials that could be reasonably mandated for recycling due to SCRAP's existing infrastructure including cardboard, scrap metal, dimensional lumber and concrete.
- Deposits were shown to be leading components for a successful C&D ordinance. Attendees were interested in learning more about the mechanisms and considerations for deposits.
- Although SCRAP has some infrastructure to support a landfill disposal ban, this is likely not to be included in a C&D focused ordinance.

Summary of Responses Part I

Diversion Plans

- Should apply to all projects regardless of size.
- Would like it to be enforceable.
- Green Halo could be a tracking mechanism.
- Should be paired with educational resources.
- Workforce Housing should be discussed.

Mandatory Recycling of Selected Materials

- Phase in over time
- Cardboard, concrete, asphalt, wood, and scrap metal seem feasible now.
- Concerns about dumpsters needed to comply.

Mandatory Minimum Recycling Rate

- Like that the goals can be measured and tracked

Deposits

- Deposits need to be large enough to make them useful.
- Green Halo seems to be user friendly.
- Case studies showed deposits make ordinances effective.
- Deposits could help create revenue to build infrastructure.

Landfill Disposal Ban

- Infrastructure needs to be in place before a ban takes effect.
- Monitoring and enforcement are components.
- Scrap metal and cardboard could be a starting point.
- Would prefer this apply to all generators (i.e., residents)

Other Thoughts

- Community Grants
- Unified model for all jurisdictions

Summary of Responses Part II

- Positive Stickers:
 - Diversion Plans, 13
 - Deposits, 9
 - Mandatory Materials, 4
 - Mandatory Minimum Recycling Rate, 2
 - Landfill Disposal Ban, 1
- Negative Stickers:
 - Landfill Disposal Ban, 3
 - Mandatory Minimum Recycling Rate, 1
 - Deposits, 1

I) CALL TO ORDER

Duke Barlow called the January 29, 2024, regular meeting of BOSAC to order at 5:30 pm. Other members of BOSAC present included Krysten Joyce, Nikki LaRochelle, David Rossi, Bobbie Zanca, Chris Tennal and Town Council liaison Jeffrey Bergeron. Staff members present included Anne Lowe, Julia Puester, Tony Overlock, Mark Truckey, and Alex Stach. Members of the public included: Marika Page, Greg Ruckman, Drew Goldsmith, Larissa O’Neil from Breckenridge History with many supporters, Tamara Nuzzaci Park and Karlie McLaughlin from Breck Create, and several others. Katherine King from Summit County Open Space & Trails was also present. Virtual attendees included Peter Grosshuesch, Kelly Ahern, Avery Glassman, and others.

II) APPROVAL OF MINUTES

- A. BOSAC REGULAR MEETING – December 11, 2023
The minutes were approved as presented.

III) PUBLIC COMMENTS

Mr. Drew Goldsmith had public comments related to recent Open Space & Trails (OST) acquisitions, including origin of funding for the Open Space program for purchases and whether or not the County’s 1A dollars were used. He shared his concerns regarding more recent purchases that he doesn’t see as “traditional” Open Space acquisitions. Additionally, he wanted to know why the Town doesn’t rezone these properties to remove density. Mr. Goldsmith stated he understood that most of the “low hanging fruit” properties had been acquired but is curious about what these new acquisitions would become. Finally, there was discussion on the Dry Gulch Open Space, prospective ideas for management, and the inventory/assessment needed to be done by Breckenridge History at the property.

IV) STAFF SUMMARY

- A. FIELD SEASON UPDATE

Ms. Lowe summarized then winter field season activities, which included hazardous and downed tree removal from trails.

Mr. Bergeron: Just want to say good job after that windstorm. You guys got out and removed a lot of deadfalls on some of the more popular trails. It's good work.

- B. CONDITIONAL USE PERMIT

Ms. Lowe explained that the Town has several Conditional Use Permits with the County for winter grooming. One is for the Gold Run Nordic Center to be able to groom Preston Loop, which goes on to National Forest land, and a separate permit for snowmobile grooming of singletrack trails. The County was amenable to combining two conditional use permits into one with an extended timeframe that matches the County’s Special Use Permit for the Golden Horseshoe. The CUP was approved today. It's good housekeeping for the Town to be able to combine all grooming operations under one permit.

- C. THE BRECKBEINER RACE

Ms. Lowe provided a brief overview on the three-day Breckbeiner Race that is coming to Gold Run Nordic Center at the end of February. The trailhead at Gold Run/Peabody is going to be closed to the general public on that Saturday of the race. The road is going to be closed as well so that skiers can cross the road safely without removing skis. Plan to make alternative plans that day. The Town and Open Space will coordinate messaging via social media leading up to this event so that folks are aware and can make plans to come watch or recreate elsewhere. It's undetermined if the Town will host this race again, but there will be feedback collected. Open Space always keeps trails open during events on open space.

Mr. Barlow: And do you anticipate us hosting this again? And if so, can we not close the road?

Mr. Overlock: I think that's noted. We'll see where we can make improvements for next year, including trying to maintain trailhead access to keep it open for trail users.

Ms. King: I had the same concern about the road being closed and we reached out to Mike McCormack and what he explained to me was that they must close it because they have to put snow on the road so that skiers don't have to take their skis off. I don't think their intent was to completely block access to the trailhead. We can always look at how it goes this year and update for next year if we think it could be better.

D. AIRPORT ROAD/SHOCK HILL PILE BURN 2024

Ms. Lowe shared a draft press release for burning the cut piles on Airport Road and behind Shock Hill sometime this winter when conditions are favorable. Staff is going to maintain a list for anyone who is smoke sensitive and would like to be notified. More information will be shared as we learn more from Red, White, and Blue and Summit Fire & EMS regarding burn permits, smoke plans, and overall timing.

V) OPEN SPACE DISCUSSION

A. BRECKENRIDGE HISTORY UPDATED HISTORIC RESOURCES MANAGEMENT PLAN

Larissa O'Neil from Breckenridge History (BH) presented an update to their Historic Resources Management Plan that was adopted in 2019. Approximately 95% of the updated plan is mostly unchanged from 2019. The bulk of the update is focused on a new "Plan Matrix." Ms. O'Neil explained that archeologist Eric Twitty has evaluated all their prospective sites by examining five different criteria: location, accessibility, interpretive value, significance, and risk. To illustrate how the matrix works, Ms. O'Neil shared three different historical sites – Preston Town Site, Swandyke Town Site and Tiger Town Site. BH is primarily looking for feedback from BOSAC on the updated Management Plan. They would like clarification that their program is heading in the right direction and that their criteria for judging sites is clear.

BOSAC members and BH discussed technology and QR codes, weathering on physical interpretive signs, and comparing criteria for acquiring properties between the two organizations. BOSAC also asked about historical sites where physical remediation was no longer possible. BH said they've identified around 30 potential sites that may only be eligible for interpretive signage, as there is little to nothing remaining in terms of physical history. BOSAC also asked about Breckenridge History's "5- to 10-Year Plan" and Dry

Gulch specifically. Larissa stated that Dry Gulch is tricky because of the mix 1800s era mining buildings and artifacts as well as the more contemporary buildings. They don't anticipate managing that portion of Dry Gulch as a museum. There was also some discussion on vandalism and how/if the restoration of historical buildings reduces graffiti and vandalism on historical sites. Then, BOSAC and BH compared and contrasted their definitions of "accessibility" when it comes to trails/interpretive installations. Finally, the group talked about QR codes and multilingual interpretive signs and if historical sites can become a "destination" that impacts trail traffic and crowding at trailheads. BH also fielded questions on updating their plan/matrix while working on particular projects and how the establishment of the new Camp Hale National Monument would potentially impact their activities.

BOSAC was unanimous in their support of the Plan Matrix and updated Historic Resources Management Plan.

B. BRECK CREATE TRAIL MIX AND BIFA

Tamara Nuzzaci Park and Karlie McLaughlin from Breck Create presented their proposed art installation and performance plans for the 2024 BIFA and the Trail Mix series.

Ms. Nuzzaci Park spoke to some of the shared goals between Breck Create and the Open Space Program; specifically, how the Trail Mix series facilitates the importance of respecting the natural environment and "making tangible what is sometimes hard to communicate around land use and our human relationship to the land." Breck Create is seeking feedback on their proposed plans from BOSAC. Because three of the sites – Illinois Creek, Iowa Hill, and Moonstone – have been used consistently over the years for Trail Mix in coordination with staff, the majority of the presentation was focused on a new proposed installation at the Reiling Dredge. If recommended by BOSAC, this would then go to the County Open Space Advisory Council. Breck Create spoke about key lessons learned from last year's Trail Mix, specifically managing crowds and their ticketing procedure. Trail Mix will include a few musical performances and guided mindfulness hikes in coordination with Breckenridge Music and Building Hope. The installation at Reiling Dredge is a proposed soundscape by Bill Orisich, a local artist, who focuses on the sounds and dichotomy of humans and nature. This would be displayed with four speakers and a control box around the Reiling Dredge and play for a couple of hours each afternoon, giving the participants a feeling of what it might sound like to be in this particular area during the mid to late 1800s. Breck Create communications will encourage people to either park at the B&B Trailhead and hike to the Dredge via the B&B Trail, or to take public transportation to the French Gulch stop and proceed on foot from there to reduce traffic/parking at the installation. Ms. McLaughlin spoke about the communications strategy that Breck Create uses to highlight best practices when it comes to trail conflicts/traffic during their Trail Mix event. She said this strategy pushes both "Be Like Breck" and Leave No Trace messaging to trail users. In addition, Breck Create also keeps track of how many users attend each performance event.

There were several questions from BOSAC regarding the installation at the Reiling Dredge. BOSAC members asked about the sound decibels being output by the installation, the duration of sound playing, how the County will need to approve an installation on jointly-owned land, and how this installation might impact wildlife in the surrounding area. There were also general questions about group size (50-100 participants) at the various Trail Mix events, to which Breck Create replied they normally anticipate about half of the registered participants attending and haven't felt any recent installations have been overcrowded. BOSAC also questioned the effectiveness of public transport in this particular scenario.

Five members of BOSAC supported Trail Mix and the art installation at the Reiling Dredge during Trail Mix, while two members opposed the Reiling Dredge installation for this concept not having been done before and thus no feedback or metrics on which to evaluate it. This new location for Trail Mix is outside of the Town core and located in an area with a high number of trail users.

C. UPDATED BOSAC RULES TO CHANGE MEETING SCHEDULE

Ms. Lowe introduced a request from staff and administration to reconsider the dates of BOSAC meetings and move them from the fourth Monday to the third Monday of each month. BOSAC used to meet on this schedule prior to 2017. Moving the date will allow more information to be available to the Council at their meeting the following week, including the BOSAC minutes in the Council packet. An updated meeting schedule will help improve communications between Council and BOSAC.

The BOSAC Rules outline how changes can be made, which includes introducing the topic during one regular meeting and voting on it via resolution at the next regular meeting. Changing the meeting date will leave approximately one day for staff to compile BOSAC minutes in order to include them in the Council packet. As a result, staff will be taking abridged minutes going forward. Full dialogue of BOSAC meetings will still be available via YouTube on video.

A few BOSAC members stated they may have a number of conflicts with the new proposed dates. There was a suggestion to not make the change until after the April meeting. Staff will be in contact with BOSAC members and will send a poll on available BOSAC meeting dates for 2024.

D. COUNCIL MATTERS RELATED TO OPEN SPACE TOPICS

Ms. Lowe shared a request from Shannon Haynes, Town Manager, regarding a joint Council and BOSAC meeting on Tuesday, April 9th. Staff will include this date in the poll to BOSAC members for availability on all future meeting dates.

Ms. Joyce: Has the McCain naming gone to Council yet?

Ms. Lowe: Not yet, it will likely go on a Council agenda in March.

E. OTHER MATTERS

Mr. Barlow requested that the winter trail conditions page of the Town website be updated, as it reads to be very fat bike focused and not welcoming to all trail users, as Ms. Zanca pointed out at the last meeting. Staff indicated they are working with consultants on entirely new open space web pages, including a redesigned trail conditions page. Mr. Barlow stated that BOSAC wanted to discuss winter use at an upcoming meeting.

There was a brief discussion about the Wolf Reintroduction Project by CPW and how it could potentially impact the Town open spaces and trails. Conversation mainly focused on messaging about living with wildlife and how Open Space will promote environmental education about this species when necessary. BOSAC members were encouraged to sign up for CPW updates and information.

VI) EXECUTIVE SESSION

Mr. Barlow moved that BOSAC go into executive session under C.R.S. § 24-6-402(4) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators concerning a property that the Town may be interested in acquiring for open space purposes. Mr. Tennial seconded the motion. BOSAC went into an executive session at 7:37 PM.

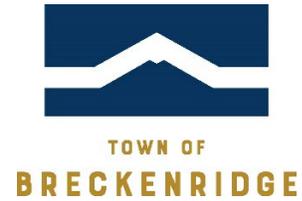
The executive session of BOSAC concluded at 7:46 pm. The participants in the executive session were Duke Barlow, Krysten Joyce, Nikki LaRochelle, David Rossi, Chris Tennial, Bobbie Zanca, and Council liaison Jeffrey Bergeron. Staff present included Anne Lowe, Tony Overlock, Mark Truckey, Alex Stach and Julia Puester.

VII) ADJOURNMENT

A motion to adjourn the BOSAC meeting was made by Mr. Tennial, and Mr. Bergeron seconded it. The January 29, 2024 regular meeting of BOSAC ended at 7:46 pm.

The next regular meeting of BOSAC is scheduled for February 26, 2024.

Duke Barlow, Chair



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Town Clerk
Date: 2/7/2024
Subject: Committee Reports

The following committee reports were submitted for this meeting:

- Summit Stage Advisory Board
- Breckenridge Social Equity Advisory Commission
- Communications and Marketing Year in Review

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	Included
Police Advisory Committee	Chief Jim Baird	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	Mack Russo	Included
Communications	Brooke Attebery	Included

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

Summit Stage
January 31st, 2024
Transit Board Meeting

Notes from current meeting:

- The Advisory Board welcomed Eric Mamula as the BOCC representative
- The Board approved a bus for the Summit High School Afterprom party
- The Swan Meadows Village contract service will begin in the “next couple weeks”. See attached packet for timetable
- The County finance team has approved a request for a breakdown of the Transit Tax funding by municipality and is working to add this to meeting documents moving forward

Ridership:

- Total December 2023 fixed-route ridership was 136,646. A 17.1% decrease from December 2022 ridership of 164,887.
- Ridership changes by Route December 2022 vs. December 2023:

Route	% Difference (Gain / Loss)
Breckenridge - Frisco	-25.8%
Frisco - Silverthorne	-15.1%
Copper - Frisco	.5%
Keystone/Dillon/Silverthorne	-32.5%
SMF Breck - Keystone	-9.4%
SMF Keystone - ABasin	-30.1%
Boreas Pass Loop	-13.5%
Free Ride Purple Contract	-24.0%
Silverthorne Loop	11.2%
Wilderness Loop	-14.3%
Blue River Commuter	114.6%
Lake County Commuter	12.8%
Park County Commuter	47.3%

- The Purple Contract shows as -24%, this is related to a recent change in reporting as it relates to the contract.

Microtransit:

- See attached documents for the initial draft Service Assessment
- Next steps – Mid-February stakeholder advisory committee review with Draft final report early March, and potential RFP for service in March

Current Year (2023)

Previous Year (2022)

ACCOUNT DESCRIPTION	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
MASS TRANSIT TAX	(15,606,000)	(17,025,245)	1,419,245	109%	(12,188,500)	(19,094,338)	6,905,838	157%
TREASURER'S FEES	178,000	79,362	98,638	45%	168,000	77,390	90,610	46%
TRANSP SVC REV - LAKE	(155,000)	(136,929)	(18,072)	88%	(155,000)	(129,526)	(25,474)	84%
TRANSP SVC REV-PARK	(100,000)	-	(100,000)	0%	(100,000)	-	(100,000)	0%
GRANT REVENUE	(1,761,056)	(1,127,313)	(633,743)	64%	(1,855,120)	(2,748,691)	893,571	148%
ADVERTISING FEES	(100,000)	(128,507)	28,507	129%	(100,000)	(172,461)	72,461	172%
FARE REVENUE-LAKE	-	-	-	-	(85,000)	(45)	(84,955)	0%
FARE REVENUE-PARK	-	-	-	-	(10,000)	-	(10,000)	0%
SALE OF ASSETS	-	(1,655)	1,655	-	-	(5,916)	5,916	-
MISC REVENUE	-	(2,200)	2,200	-	-	-	-	-
RENTAL INCOME	(21,303)	-	(21,303)	0%	(33,300)	(9,350)	(23,950)	28%
INTEREST REVENUE	(40,000)	(775,846)	735,846	1940%	(40,000)	(146,566)	106,566	366%
Revenue Total	(17,605,359)	(19,118,333)	1,512,974	109%	(14,398,920)	(22,229,503)	7,830,583	154%
SALARY REGULAR	4,053,998	5,727,685	(1,673,687)	141%	3,653,814	4,131,608	(477,794)	113%
SALARY TEMPORARY	25,000	62,717	(37,717)	251%	25,000	48,811	(23,811)	195%
TRAINING PAY	8,000	25,068	(17,068)	313%	8,000	9,411	(1,411)	118%
VEHICLE ALLOWANCE	-	-	-	-	-	-	-	-
CRISP	513,731	662,064	(148,333)	129%	465,789	471,083	(5,294)	101%
RETIREMENT	118,188	162,754	(44,566)	138%	106,183	115,981	(9,798)	109%
HEALTH INSURANCE	1,746,200	1,312,871	433,329	75%	1,516,813	1,269,982	246,831	84%
MEDICARE TAX	58,137	93,378	(35,241)	161%	52,334	66,234	(13,900)	127%
UNEMPLOYMENT TAX	8,108	12,833	(4,725)	158%	7,307	9,226	(1,919)	126%
WORKMENS COMP	343,816	203,933	139,883	59%	343,816	188,697	155,119	55%
EMPLOYER 457 DEF COMP	24,669	32,484	(7,815)	132%	22,268	23,109	(841)	104%
OVERTIME	460,000	637,838	(177,838)	139%	460,000	434,140	25,860	94%
PAYROLL REIMBURSEMENT	-	-	-	-	-	-	-	-
EMPLOYEE SALARY INCREASES	71,663	-	71,663	0%	71,663	-	71,663	0%
Labor Total	7,431,510	8,933,627	(1,502,117)	120%	6,732,987	6,768,282	(35,295)	101%
OFFICE SUPPLIES	8,000	13,777	(5,777)	172%	8,000	8,747	(747)	109%
ADMINISTRATION	586,856	568,856	18,000	97%	798,702	568,856	229,846	71%
PROFESSIONAL ASSISTANCE	232,000	289,039	(57,039)	125%	232,000	256,592	(24,592)	111%
TELEPHONE	6,800	18,126	(11,326)	267%	6,800	8,694	(1,894)	128%
POSTAGE/FREIGHT	600	83	517	14%	600	28	572	5%
ADVERTISING/LEGAL NOTICES	50,000	72,013	(22,013)	144%	50,000	96,183	(46,183)	192%
PRINTING	11,000	3,134	7,866	28%	11,000	1,370	9,630	12%
Administration/Office Total	895,256	965,028	(69,772)	108%	1,107,102	940,470	166,632	85%
BUILDINGS	1,231,250	2,041,257	(810,007)	166%	531,250	502,552	28,698	95%
IMPR OTHER THAN BLDGS	-	66,852	(66,852)	-	-	2,298,733	(2,298,733)	-
BUSES/TRANSIT EQUIP	1,457,420	3,750,970	(2,293,550)	257%	1,027,435	76,356	951,079	7%
Capital and Fleet Replacement Total	2,688,670	5,859,079	(3,170,409)	218%	1,558,685	2,877,641	(1,318,956)	185%
BUILDING REPAIRS	35,000	51,002	(16,002)	146%	35,000	44,627	(9,627)	128%
BUS STOPS	12,000	24,288	(12,288)	202%	12,000	4,489	7,511	37%
EQUIPMENT REPAIRS	24,000	15,650	8,350	65%	24,000	11,176	12,824	47%
FUEL, OIL & ANTIFREEZE	770,986	816,515	(45,529)	106%	770,986	795,720	(24,734)	103%
MAINTENANCE CONTRACTS	100,000	145,057	(45,057)	145%	100,000	76,863	23,137	77%
MOTOR POOL USAGE	2,700	-	2,700	0%	2,700	3,235	(535)	120%
OPERATING SUPPLIES	45,000	56,635	(11,635)	126%	35,000	76,662	(41,662)	219%
PURCHASED TRANSPORTATION	497,760	600,887	(103,127)	121%	497,760	458,598	39,162	92%
RENTAL PAYMENTS	7,200	7,200	-	100%	7,200	7,200	-	100%
REPAIR & MAINTENANCE	1,900,000	2,282,116	(382,116)	120%	1,900,000	1,816,164	83,836	96%
ROAD SAND & SALT	2,000	-	2,000	0%	2,000	727	1,273	36%
UTILITIES	80,000	141,262	(61,262)	177%	60,000	128,313	(68,313)	214%
Operation and Maintenance Total	3,476,646	4,140,612	(663,966)	119%	3,446,646	3,423,774	22,872	99%
SAFETY	5,000	3,779	1,221	76%	5,000	4,064	936	81%
INSURANCE/BONDS	55,000	212,239	(157,239)	386%	55,000	139,548	(84,548)	254%
Safety and Insurance Total	60,000	216,018	(156,018)	360%	60,000	143,612	(83,612)	239%
DUES & MEETINGS	30,500	37,328	(6,828)	122%	30,500	32,667	(2,167)	107%
EDUCATION & TRAINING	10,000	5,004	4,996	50%	10,000	7,487	2,513	75%
EMPLOYEE RECOGNITION	7,950	18,384	(10,434)	231%	7,950	28,254	(20,304)	355%
TRAVEL/TRANSPORTATION	7,000	16,386	(9,386)	234%	10,000	9,098	902	91%
UNIFORM ALLOWANCE	12,000	15,088	(3,088)	126%	12,000	20,847	(8,847)	174%
Uniforms, Training and Recognition Total	67,450	92,190	(24,740)	137%	70,450	98,353	(27,903)	140%
Revenue Total	(17,605,359)	(19,118,333)	1,512,974	109%	(14,398,920)	(22,229,503)	7,830,583	154%
Expenses Total	11,930,862	14,347,475	(2,416,613)	120%	11,417,185	11,374,491	42,694	100%
Grand Total		(4,770,859)				(10,855,012)		
Capital and Fleet Replacement Total	2,688,670	5,859,079	(3,170,409)	218%	1,558,685	2,877,641	(1,318,956)	185%
Estimated Ending Fund Balance	32,873,201							
Effect on Fund Balance This Period	1,088,220							

Summit Stage Operations Report
January 31, 2024, Transit Board Meeting

Operations Summary

- ❖ We have 2 drivers in training
- ❖ We have another 3 drivers in the hiring pipeline
- ❖ We are down to less than 5 overtime shifts per week
- ❖ Currently we have 54 full time drivers with an anticipated summer schedule consisting of 57 fulltime shifts and 1 piece of work
- ❖ That means:
 - We require another 8 drivers to cover all summer shifts, vacation, sick, STD, W/C, and FMLA
- ❖ We have 2 people currently on FMLA
- ❖ Tablets have arrived to replace DoubleMap with TransLoc as our new transit application and we are awaiting a tech from TransLoc for installation

- ❖ Three 40' Gilligs have been delivered and are in service
- ❖ We have taken possession of 5 used 40' Gilligs
 - Awaiting final electronics installations

- ❖ A Huge Kudos goes out to all the Drivers who worked through the recent snowstorms. Many of the drivers were unable to be relieved for lunch due to being stuck in gridlock for hours at a time. Several worked late because their switch outs were unable to get to them to relieve them for the day.

SHOP REPORT

- ❖ Currently short staffed at 10 people; needs two more to be fully staffed
- ❖ All PMs done for December 2023
- ❖ Proterra availability 55%
- ❖ All bus availability 77%

Summit Stage Ridership

Monthly Riders:	January	February	March	April	May	June	July	August	September	October	November	December
Town to Town Routes												
Breckenridge-Frisco	36,627	29,957	29,133	17,737	17,080	17,116	21,868	21,757	20,301	18,793	17,981	25,232
Frisco-Silverthorne	22,592	19,900	21,566	16,698	15,155	15,531	17,327	17,264	15,122	15,092	15,138	18,912
<i>Swan Mtn. Express</i>	0	0	0	0	0	0	0	0	0	0	83	562
Town to Resort Routes												
Copper Mountain-Frisco	21,831	21,597	21,333	10,736	4,264	5,335	6,778	5,926	5,499	4,421	7,644	16,682
Keystone-Silverthorne	44,317	36,781	38,025	26,078	22,233	24,627	26,621	26,649	24,239	22,347	23,870	29,194
SMF: Breck-Key	5,621	5,528	5,786	3,463	671	0	0	0	0	0	602	3,731
SMF: Key-Abasin	1,856	1,641	2,235	2,626	420	0	0	0	0	0	252	984
SMF Total	7,477	7,169	8,021	6,089	1,091	0	0	0	0	0	854	4,715
Residential Routes												
Boreas Pass Loop	14,272	13,498	11,387	5,480	3,753	5,652	6,678	5,072	4,901	4,274	4,309	9,942
Purple (Free Ride contract)	12,909	14,130	12,116	8,452	5,490	7,357	9,585	9,576	7,098	5,234	7,010	8,781
Silverthorne Loop	6,306	5,346	6,137	4,799	4,238	4,808	4,725	5,129	4,856	5,204	5,354	6,252
Wildernest Loop	8,395	7,339	7,050	5,731	5,666	6,989	8,134	6,826	6,522	5,773	5,542	6,927
Commuter												
Blue River Commuter	2,105	1,812	1,330	657	550	717	1,061	843	719	582	780	2,659
Lake County Commuter	3,147	2,415	2,674	2,053	1,533	1,793	1,955	2,017	1,614	1,794	2,172	3,054
Park County Commuter	3,419	2,778	2,830	2,132	1,968	2,293	2,310	2,609	2,158	2,259	2,288	3,642
Misc. Fixed Route	139	0	0	267	1,068	84	0	0	0	0	0	92
Paratransit	376	448	596	451	388	428	384	468	445	470	445	353

Year to Date Riders:	February	March	April	May	June	July	August	September	October	November	December	
Town to Town Routes												
Breckenridge-Frisco	66,584	95,717	113,454	130,534	147,650	169,518	191,275	211,576	230,369	248,350	273,582	
Frisco - Silverthorne	42,492	64,058	80,756	95,911	111,442	128,769	146,033	161,155	176,247	191,385	210,297	
<i>Swan Mtn. Express</i>	0	0	0	0	0	0	0	0	0	83	645	
Town to Resort Routes												
Copper Mountain-Frisco	43,428	64,761	75,497	79,761	85,096	91,874	97,800	103,299	107,720	115,364	132,046	
Keystone-Silverthorne	81,098	119,123	145,201	167,434	192,061	218,682	245,331	269,570	291,917	315,787	344,981	
SMF: Breck-Key	11,149	16,935	20,398	21,069	21,069	21,069	21,069	21,069	21,069	21,671	25,402	
SMF: Key-Abasin	3,497	5,732	8,358	8,778	8,778	8,778	8,778	8,778	8,778	9,030	10,014	
SMF Total	14,646	22,667	28,756	29,847	29,847	29,847	29,847	29,847	29,847	30,701	35,416	
Residential Routes												
Boreas Pass Loop	27,770	39,157	44,637	48,390	54,042	60,720	65,792	70,693	74,967	79,276	89,218	
Purple (Free Ride contract)	27,039	39,155	47,607	53,097	60,454	70,039	79,615	86,713	91,947	98,957	107,738	
Silverthorne Loop	11,652	17,789	22,588	26,826	31,634	36,359	41,488	46,344	51,548	56,902	63,154	
Wildernest Loop	15,734	22,784	28,515	34,181	41,170	49,304	56,130	62,652	68,425	73,967	80,894	
Commuter												
Blue River Commuter	3,917	5,247	5,904	6,454	7,171	8,232	9,075	9,794	10,376	11,156	13,815	
Lake County Commuter	5,562	8,236	10,289	11,822	13,615	15,570	17,587	19,201	20,995	23,167	26,221	
Park County Commuter	6,197	9,027	11,159	13,127	15,420	17,730	20,339	22,497	24,756	27,044	30,686	
Misc. Fixed Route	139	139	406	1,474	1,558	1,558	1,558	1,558	1,558	1,558	1,650	
Paratransit	824	1,420	1,871	2,259	2,687	3,071	3,539	3,984	4,454	4,899	5,252	2023 Total Riders
												1,415,595

Misc Fixed Route Jan - ice sculptures; April & May school kids to Silco; June BBQ

Summit Stage Ridership

Fixed Routes

	December 2022 and 2023 Compared							% change 2022 to 2023	December 2022 and 2023 Y-T-D					
	2022			2023			2022			2023				
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour	Guests		Hours	Guests/Hour	Guests	Hours	Guests/Hour	
Town-To-Town Routes:	<i>T-T std. = 22</i>			<i>T-T std. = 22</i>				<i>T-T std. = 22</i>			<i>T-T std. = 22</i>			
Breckenridge-Frisco	34,017	785.3	43.3	25,232	808.6	31.2	-25.8%	283,408	8,816.0	32.1	273,582	9,278.7	29.5	
Frisco-Silverthorne	22,266	480.5	46.3	18,912	496.0	38.1	-15.1%	228,903	4,995.1	45.8	210,297	5,679.0	37.0	
<i>Swan Mtn. Express</i>	<i>0</i>	<i>0.0</i>	<i>n/a</i>	<i>562</i>	<i>36.2</i>	<i>n/a</i>	<i>n/a</i>	<i>11,477</i>	<i>487.4</i>	<i>23.5</i>	<i>645</i>	<i>50.2</i>	<i>n/a</i>	
T-T Subtotal	56,283	1265.8	44.5	44,706	1340.8	33.3		523,788	14,298.5	36.6	484,524	15,007.9	32.3	
Town-To-Resort Routes:	<i>T-R std. = 22</i>			<i>T-R std. = 22</i>				<i>T-R std. = 22</i>			<i>T-R std. = 22</i>			
Copper Mountain-Frisco	16,599	542.5	30.6	16,682	715.5	23.3	0.5%	113,652	6,387.5	17.8	132,046	6,620.5	19.9	
Keystone/Dillon/Silverthorne	43,258	1041.5	41.5	29,194	850.3	34.3	-32.5%	398,677	11,598.1	34.4	344,981	9,178.8	37.6	
SMF: Breck-Key	4,117	483.1	8.5	3,731	439.2	8.5	-9.4%	23,473	2,463.4	9.5	25,402	2,681.8	9.5	
SMF:Key-ABasin	1,408	198.9	7.1	984	198.9	4.9	-30.1%	10,871	1,018.0	10.7	10,014	1,129.3	8.9	
SMF Total	5,525	682.0	8.1	4,715	638.1	7.4	-14.7%	34,344	3,481	9.9	35,416	3,811	9.3	
T-R Subtotal	65,382	2266.0	28.9	50,591	2203.9	23.0		546,673	21,467.0	25.5	512,443	19,610.4	26.1	
Residential Routes:	<i>Res std. = 14</i>			<i>Res std. = 14</i>				<i>Res std. = 14</i>			<i>Res std. = 14</i>			
Boreas Pass Loop	11,489	351.3	32.7	9,942	392.7	25.3	-13.5%	92,545	4,136.4	22.4	89,218	4,324.6	20.6	
Purple (Free Ride contract)	11,560	542.5	21.3	8,781	542.5	16.2	-24.0%	95,242	6,387.5	14.9	107,738	6,405.0	16.8	
Silverthorne Loop	5,620	287.7	19.5	6,252	303.2	20.6	11.2%	56,197	3,387.3	16.6	63,154	3,408.8	18.5	
Wilderness Loop	8,086	294.5	27.5	6,927	294.5	23.5	-14.3%	77,673	3,467.5	22.4	80,894	3,467.5	23.3	
Res Subtotal	36,755	1476.0	24.9	31,902	1532.9	20.8		321,657	17,379	6051.5	341,004	17,605.9	19.4	
Commuter Routes:	<i>Com std. = 10</i>			<i>Com std. = 10</i>				<i>Com std. = 10</i>			<i>Com std. = 10</i>			
Blue River Commuter	1,239	83.7	14.8	2,659	67.2	39.6	114.6%	5,957	764.7	7.8	13,815	937.2	14.7	
Lake County Commuter	2,708	260.4	10.4	3,054	390.6	7.8	12.8%	22,739	3,066.0	7.4	26,221	3,658.2	7.2	
Park County Commuter	2,472	105.5	23.4	3,642	254.2	14.3	47.3%	18,115	1,031.5	17.6	30,686	1,853.3	16.6	
Com Subtotal	6,419	449.6	14.3	9,355	712.0	13.1		46,811	4,862.2	9.6	70,722	6,448.7	11.0	
Misc. Fixed Route Subtotal	48	0.0	n/a	92	1.0	n/a		97	0.0	n/a	1,650	84.4	n/a	
FIXED ROUTE TOTALS	164,887	5,457	30.2	136,646	5790.6	23.6	-17.1%	1,439,026	58,006.4	24.8	1,410,343	58,757.3	24.0	
Mountain Mobility/Para Transit														
	December 2022 and 2023 Compared								December 2022 and 2023 Y-T-D					
	2022			2023			2022			2023				
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour	Guests		Hours	Guests/Hour	Guests	Hours	Guests/Hour	
PARATRANSIT TOTALS	353	328.7	1.1	353	349.2	1.0	0.0%	4,519	4,020.1	1.1	5,252	4,792.8	1.1	
GRAND TOTAL	165,240	5,786.1	28.6	136,999	6,139.8	22.3		1,443,545	62,026.5	23.3	1,415,595	63,550.1	22.3	

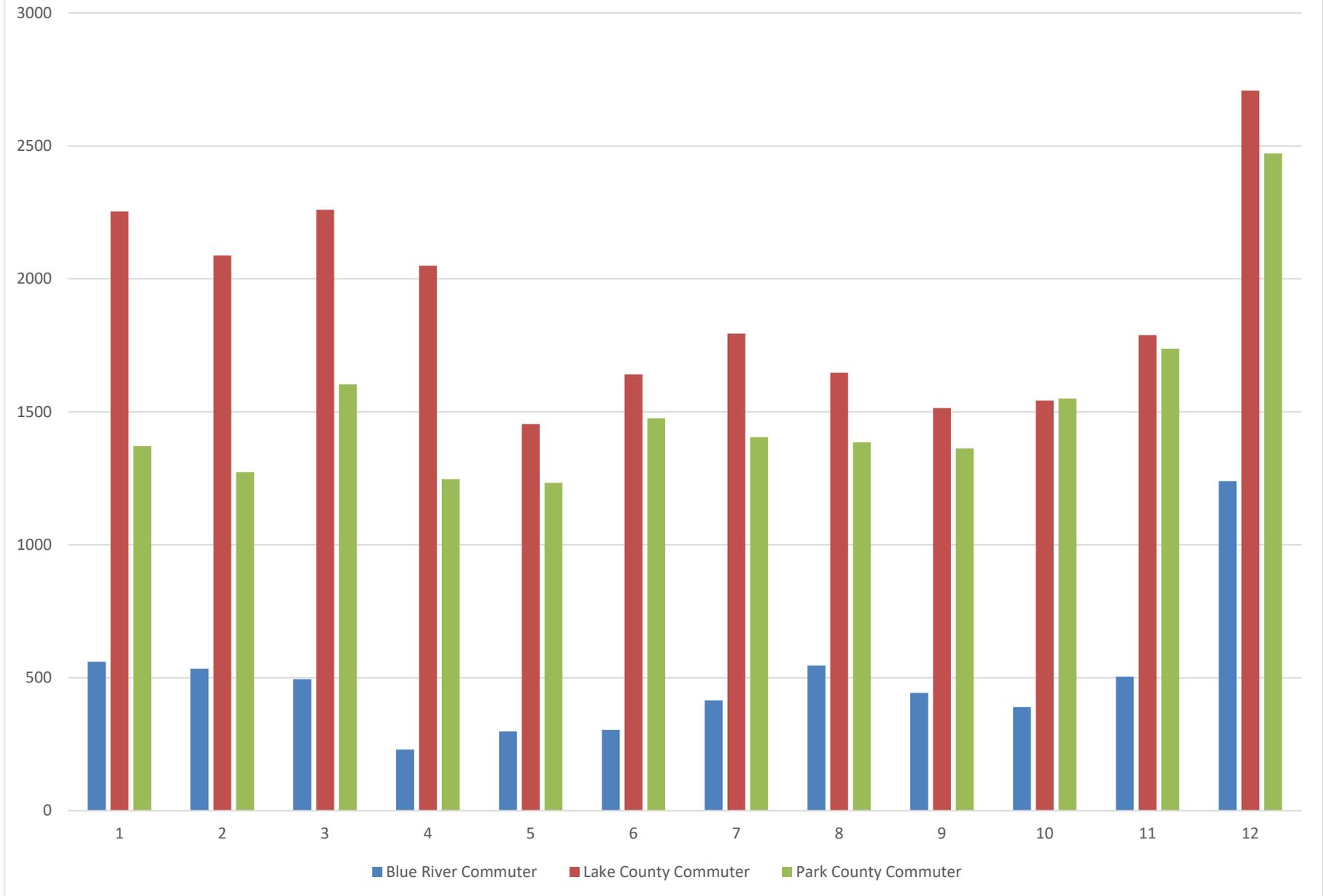
CDOT Quarterly Report Data	Fixed Route	127,199	5077.6
	Commuter	9,355	712.0

Summit Stage Ridership

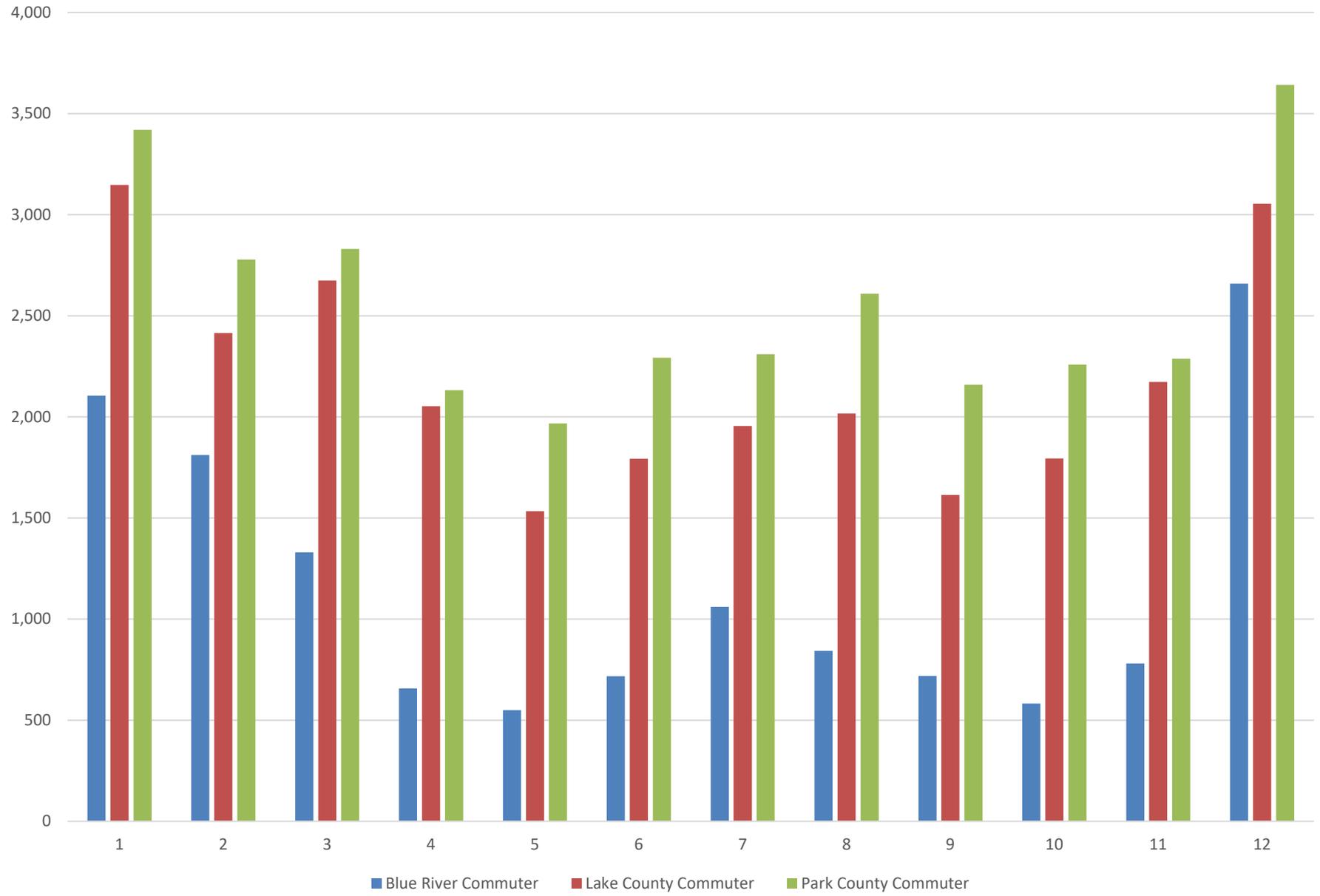
Monthly Hours:	January	February	March	April	May	June	July	August	September	October	November	December
Town to Town Routes												
Breckenridge-Frisco	785.3	709.3	785.3	760.0	785.3	760.0	785.3	785.3	760.0	785.3	769.0	808.6
Frisco-Silverthorne	480.5	434.0	480.5	465.0	480.5	465.0	480.5	480.5	465.0	480.5	471.0	496.0
Swan Mtn. Express	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	14.0	36.2
Town to Resort Routes												
Copper Mountain-Frisco	542.5	490.0	542.5	525.0	542.5	525.0	542.5	542.5	525.0	542.5	585.0	715.5
Keystone-Silverthorne	741.8	670.0	741.8	717.9	779.4	762.9	788.3	788.3	762.9	788.3	786.9	850.3
SMF: Breck-Key	483.1	436.3	483.1	467.5	202.6	0.0	0.0	0.0	0.0	0.0	170.0	439.2
SMF: Key-Abasin	198.9	179.7	198.9	192.5	83.4	0.0	0.0	0.0	0.0	0.0	77.0	198.9
SMF Total	682.0	616.0	682.0	660.0	286.0	0.0	0.0	0.0	0.0	0.0	247.0	638.1
Residential Routes												
Boreas Pass Loop	351.3	317.3	351.3	340.0	368.0	360.0	372.0	372.0	360.0	372.0	368.0	392.7
Purple (Free Ride contract)	542.5	490.0	542.5	542.5	542.5	525.0	542.5	542.5	525.0	542.5	525.0	542.5
Silverthorne Loop	287.7	259.8	287.7	278.4	287.7	278.4	287.7	287.7	278.4	287.7	284.4	303.2
Wilderness Loop	294.5	266.0	294.5	285.0	294.5	285.0	294.5	294.5	285.0	294.5	285.0	294.5
Commuter												
Blue River Commuter	83.7	75.6	83.7	75.6	78.7	75.0	77.5	77.5	75.0	77.5	90.2	67.2
Lake County Commuter	260.4	235.2	260.4	252.0	312.9	315.0	325.5	325.5	315.0	325.5	340.2	390.6
Park County Commuter	105.5	95.3	105.5	95.3	150.5	156.1	161.3	161.3	156.1	161.3	250.9	254.2
Misc. Fixed Route	10.0	0.0	0.0	25.7	23.8	24.0	0.0	0.0	0.0	0.0	0.0	1.0
Paratransit	342.4	388.9	467.3	420.6	370.4	381.9	377.1	445.8	396.5	410.0	396.0	349.2
Year to Date Hours:												
		February	March	April	May	June	July	August	September	October	November	December
Town to Town Routes												
Breckenridge-Frisco		1494.6	2279.9	3039.9	3825.2	4585.2	5370.5	6155.8	6915.8	7701.1	8470.1	9278.7
Frisco - Silverthorne		914.5	1395.0	1860.0	2340.5	2805.5	3286.0	3766.5	4231.5	4712.0	5183.0	5679.0
Swan Mtn. Express		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	14.0	50.2
Town to Resort Routes												
Copper Mountain-Frisco		1032.5	1575.0	2100.0	2642.5	3167.5	3710.0	4252.5	4777.5	5320.0	5905.0	6620.5
Keystone-Silverthorne		1411.8	2153.6	2871.5	3650.9	4413.8	5202.1	5990.4	6753.3	7541.6	8328.5	9178.8
SMF: Breck-Key		919.4	1402.5	1870.0	2072.6	2072.6	2072.6	2072.6	2072.6	2072.6	2242.6	2681.8
SMF: Key-Abasin		378.6	577.5	770.0	853.4	853.4	853.4	853.4	853.4	853.4	930.4	1129.3
SMF Total		1298.0	1980.0	2640.0	2926.0	2926.0	2926.0	2926.0	2926.0	2926.0	3173.0	3811.1
Residential Routes												
Boreas Pass Loop		668.6	1019.9	1359.9	1727.9	2087.9	2459.9	2831.9	3191.9	3563.9	3931.9	4324.6
Purple (Free Ride contract)		1032.5	1575.0	2117.5	2660.0	3185.0	3727.5	4270.0	4795.0	5337.5	5862.5	6405.0
Silverthorne Loop		547.5	835.2	1113.6	1401.3	1679.7	1967.4	2255.1	2533.5	2821.2	3105.6	3408.8
Wilderness Loop		560.5	855.0	1140.0	1434.5	1719.5	2014.0	2308.5	2593.5	2888.0	3173.0	3467.5
Commuter												
Blue River Commuter		159.3	243.0	318.6	397.3	472.3	549.8	627.3	702.3	779.8	870.0	937.2
Lake County Commuter		495.6	756.0	1008.0	1320.9	1635.9	1961.4	2286.9	2601.9	2927.4	3267.6	3658.2
Park County Commuter		200.8	306.3	401.6	552.1	708.2	869.5	1030.8	1186.9	1348.2	1599.1	1853.3
Misc. Fixed Route		10.0	10.0	35.7	59.4	83.4	83.4	83.4	83.4	83.4	83.4	84.4
Paratransit		731.3	1198.6	1665.9	2036.3	2418.2	2795.3	3241.1	3637.6	4047.6	4443.6	4792.8
												2023 Total Hours
												63415.5

Misc Fixed Route Jan - Ice sculptures; April & May Students to Silco; June BBQ

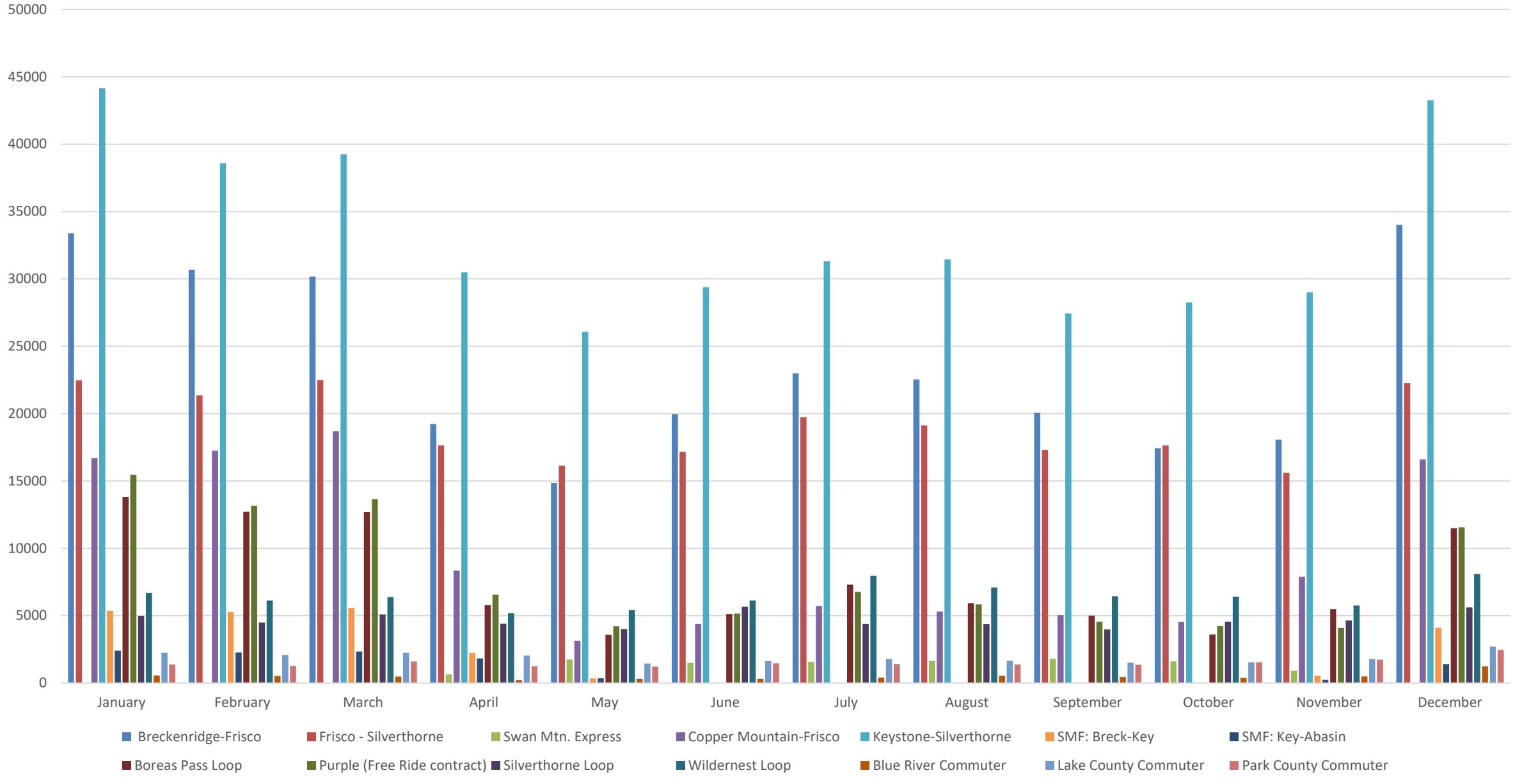
Lake County, Blue River & Park County 2022



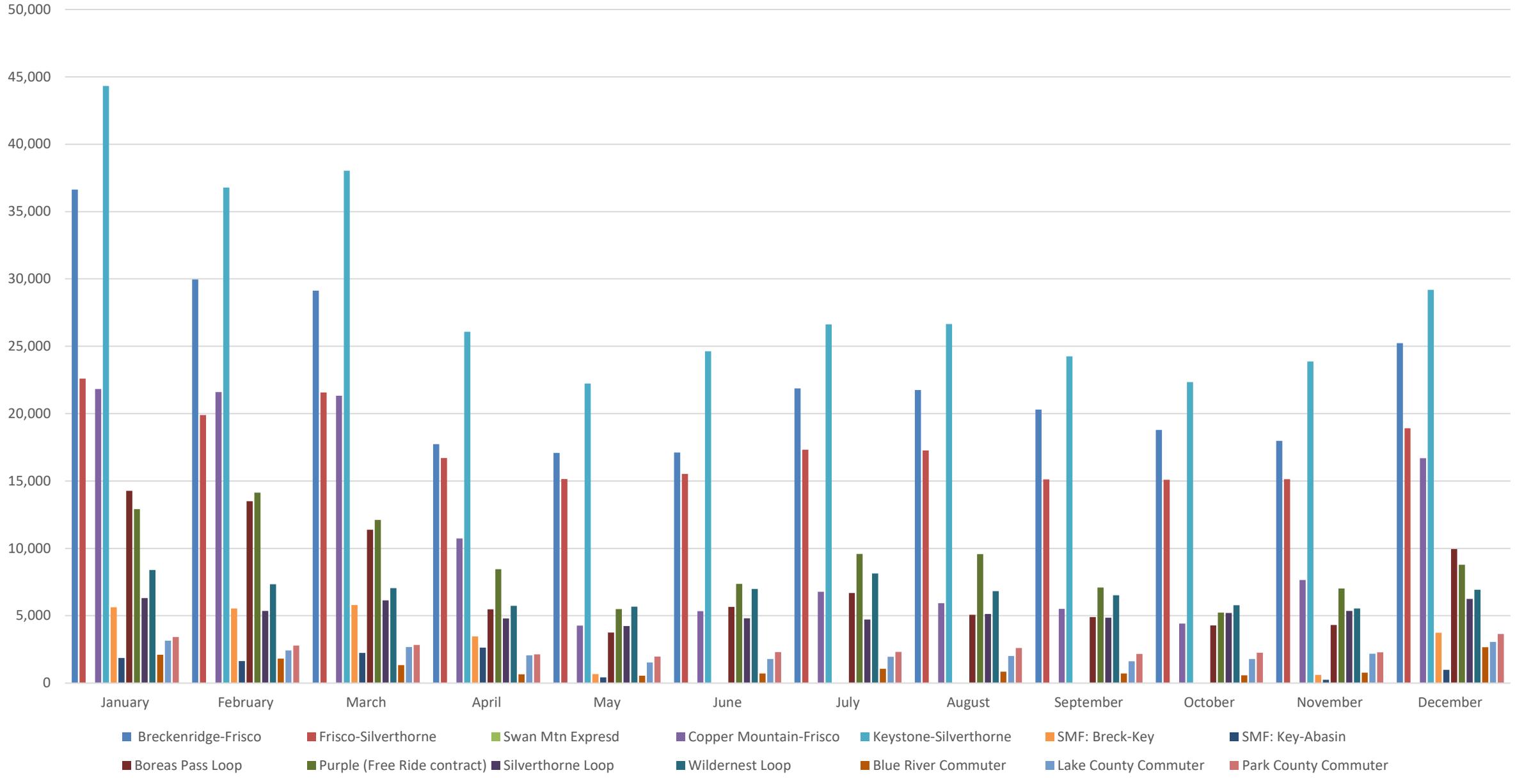
Lake County, Blue River & Park County 2023



Monthly Comparison 2022



Monthly Comparison 2023



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (The “Agreement”) is entered into this **1st** day of January, 2024, by and between the Board of County Commissioners of Summit County, having its principal place of business at 208 Lincoln Avenue, Breckenridge, Colorado 80424 ("County"), and **SP Plus Corporation** having its principal place of business at 200 East Randolph Street, Suite 7700, Chicago, IL 60601 (“Contractor”).

WHEREAS, the County desires to contract with Contractor to perform transit services in accordance with terms of this Agreement; and

WHEREAS, Contractor desires to perform the subject services on an independent contractor basis as set forth in this Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor further agree as follows:

1. Services. Contractor agrees to perform the following services (the “Services”) in a timely, expeditious and professional manner: Transit Services for the Swan Meadow Village Shuttle Service in accordance with all applicable provisions of the Scope of Work which is attached hereto as Exhibit “A” and incorporated herein by this reference. In the event of any conflicts between the Agreement and any of the terms of the attached exhibits, the terms of this Agreement shall prevail.

Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor's own equipment at Contractor's own home or place of business, and at hours and times as determined by Contractor. Contractor is engaged in providing these types of services for persons or entities other than the County, and the Contractor is not required to provide services exclusively to the County during the term of this Agreement.

2. Compensation. For satisfactory performance of the Services hereunder, County shall pay Contractor a fee based on an hourly rate (the “Hourly Rate”) of **\$76.15 per transit operating hour** (the “Service Fee”) for the performance of the services detailed in this Agreement, prorated for any partial hour. Notwithstanding the foregoing to the contrary, Contractor shall be guaranteed a minimum of 5,096 transit operating hours per Year (the “Annual Minimum Hours”). In the event the Service Fee paid to Contractor in a Year is less than the Annual Minimum Hours multiplied by the then-current Hourly Rate (the “Annual Minimum Service Fee”), then County shall pay Contractor a fee equal to the difference between the Annual Minimum Service Fee and the Service Fee actually paid to Contractor for the Year. The term “**Year**” shall mean the twelve (12) consecutive months beginning with the Commencement Date and each twelve-month period thereafter. Payment will not be made on a salary rate. All payments under this contract shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract. On each anniversary of the Commencement Date, the Hourly Rate shall automatically increase by the greater of (a) three percent (3%), or (b) the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U); Frisco, CO; All Items; Not Seasonally Adjusted; 1982-1984 = 100 reference base period for the preceding 12-month period. If the particular CPI measure cited in the preceding sentence shall cease

to exist, then Contractor shall substitute any official index published by the Bureau of Labor Statistics, or successor or similar governmental agency as may then be in existence and shall be most nearly equivalent thereto for the Frisco, CO area, subject to Client's approval of the index so selected, which approval shall not be unreasonably withheld or delayed.

a. Invoices. The Contractor will submit invoices on a monthly basis, which will describe the Services performed and expenses incurred pursuant to this Agreement. Invoices will be reviewed by Chris Lubbers, Transit Department, Director, who will submit them to the Summit County Finance Department for payment upon his/her approval. Invoices shall provide detail of Contractor's performance of Services sufficient to the County's requirements. Upon request, Contractor shall provide documentation of its expenses. Payment of such invoices will be due within thirty (30) days of the receipt thereof.

b. Fund Availability/Annual Appropriation. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of County funds for purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

c. Multi-Year Contracts. The obligations of the County hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

3. Term. The term of this Agreement shall be from February 1st, 2024 (the "Commencement Date") until January 31st, 2025 and, may be renewed for successive one (1) year periods through written acknowledgement and approval by both parties. The Agreement may be terminated earlier pursuant to the terms of this Agreement.

4. Default. The failure to comply with any of the terms and conditions of this Agreement shall constitute a default under this Agreement. If either party believes the other has failed to comply with any of the terms and conditions of the Agreement, the non-breaching party shall provide written notice of such alleged breach with specificity. The defaulting party shall have the right to cure any alleged monetary breach within ten (10) days or any alleged non-monetary breach within thirty (30) days of actual or constructive receipt of such notice or such longer period as may be specified in the notice.

In the event of a default, if a party believes the other party has failed to comply with any terms and conditions of the Agreement, the non-defaulting party may provide written notice to the defaulting party and provide a time period to cure as detailed above in addition to any other remedy provided by law or equity OR.

5. Termination. Either party may terminate this Agreement at any time, with or without cause upon thirty (30) days written notice to the other party. In the event of termination, payment will be made to Contractor for all work performed up to the date of termination.

6. Relationship. The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee, agent or servant of the County, nor is Contractor entitled to County employment benefits. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT. As an independent contractor, Contractors agrees that:

- a. Contractor does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the County; and
- b. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and
- c. County will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and
- d. Neither Contractor, nor its employees or contractors, will receive benefits of any kind from the County. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the County; and
- e. All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and
- f. Contractor will not combine its business operations in any way with the County's business operations and each party shall maintain their operations as separate and distinct.

7. Change in the Work. County may order changes in the work and services detailed in this Agreement, consisting of additions, deletions, or modifications. All changes are subject to Contractor's approval and if agreed upon shall be authorized by a written Change Order designating the work to be added, changed, or deleted, the increase or decrease in costs, and any change in time for completion of the project. Contractor and County, or their duly authorized agents, shall sign the Change Order.

Unless otherwise agreed, the cost of changes to the County for a change in work shall be determined by mutual agreement and paid according to the terms hereunder or by the terms of the Change Order. However, County shall have the authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time, and not inconsistent with the intent of the contract documents.

8. Contractor Responsibilities. In addition to all other obligations contained herein, Contractor agrees:

- a. To furnish all tools, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services; and
- b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the County; and

- c. To comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor as employer.
- d. To require its subcontractors to comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to subcontractor as an employer, including maintenance of standard Workers' Compensation as required by law in the State of Colorado.

9. Work Quality. The Contractor warrants to the County that all services provided will be of good quality, in conformance with the highest standards of the profession and in conformance with this Agreement.

10. Work Product. Any data, reports, drawings documents or other things or information provided by the County to the Contractor during the performance of services under this Agreement and any reports, drawings or other writings required under the services of this Agreement shall be and remain the sole property of the County at all times. The Contractor shall return or provide to the County such documents, etc. by the completion date and before full payment of the compensation herein.

11. Indemnification and Insurance. Contractor shall indemnify, defend (with counsel reasonably acceptable to County) and hold harmless the County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor, Contractor's sub-contractors or otherwise arising out of the performance of services by Contractor. No later than seven days after execution of this Agreement, Contractor shall provide the County with certificates of insurance evidencing the types and amounts of insurance specified below:

- a. Worker's Compensation and Employer's Liability:
 - i. Worker's Compensation must be maintained with the statutory limits.
 - ii. Employer's liability is required for minimum limits of:
 - \$1,000,000 Each Accident
 - \$500,000 Disease Policy
 - \$1,00,000 Disease Each Employee
- b. Commercial General Liability:
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$2,000,000 Products Completed Operations Aggregate
- c. Automobile Liability: Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and non-owned autos) used in the performance of services under this Agreement.
 - i. \$1,000,000 Combined Single Limit Each Accident

Insurance coverage shall not be reduced below the limits described above or cancelled without County's written approval of such reduction or cancellation. Reduction, cancellation or termination of insurance coverage, or failure to obtain insurance coverage, without the County's written approval shall constitute a material breach of the Agreement and shall automatically terminate the Agreement.

Contractor shall require that any of its agents or subcontractors who enter upon the County's premises shall maintain like insurance. Certificates of such insurance, of agents and subcontractors, shall be provided to the County upon request. With regard to all insurance, such insurance shall:

- d. Be primary insurance to the full limits of liability herein before stated and, should County have other valid insurance, County insurance shall be excess insurance only; and
- e. Not cancelled without thirty (30) days prior written notice to the County.

12. Notice. Any and all notices required to be given to the parties by this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail message was received.

- a. Notices to the County shall be addressed to:

Chris Lubbers, Director
Transit Department
Summit County Government
P.O. Box 68
Breckenridge, CO 80424
chris.lubbers@summitcountyco.gov

- b. Notices to the Contractor shall be addressed to:

Nicole Hankins, Senior Vice President
SP Plus Corporation
1700 Pacific, Suite 1890
Dallas, TX 75201

With copy to:
SP Plus Corporation
Attn: Legal Department
200 E. Randolph Street, Suite 7700
Chicago, IL 60601

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

13. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the County or Contractor because of any term contained in this Agreement.

14. Assignment. This Agreement is for personal services predicated upon Contractor's special abilities or knowledge, and Contractor shall not assign this Agreement in whole or in part without prior written consent of the County.

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

16. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

17. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

18. Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

19. Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services to the County. County makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

20. Interpretation. The validity, interpretation and effect of this Agreement shall be determined under Colorado law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts having situs in Summit County, Colorado. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

21. Effective Date. The effective date of this Agreement shall be the date first written above regardless of the date when the Agreement is actually signed by the parties.

22. Governmental Immunity. The County does not intend to waive by any provision of this Agreement the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., or any other provision of law.

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

24. Exclusion, Debarment and/or Suspension. Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal program or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the County may immediately terminate this Contract.

25. Data Privacy Protection Policy. Contractor shall comply with all applicable state and federal laws regarding the protection of personal identifying information including the [County's Data Privacy Protection Policy](#).

26. Operating Expenses.

- (a) Contractor shall pay from the Service Fee, without reimbursement from County, the following expenses incurred by Contractor in providing the services under this Agreement (collectively, "**Operating Expenses**"): salaries and wages and associated payroll burden (including payroll taxes and fringe benefits); licenses and permits; uniforms; supplies; cleaning, fuel (up to the Fuel Cost Threshold), maintenance and repair of the vehicles used for Contractor's services; telephone; employee recruitment, training and ongoing employee relations; postage and freight; tickets, paper and reporting forms; health insurance, workers' compensation insurance, automobile insurance, and general liability insurance; and deductibles established by Contractor.
- (b) Operating Expenses shall not include County's various costs associated with its ownership, use or occupancy of the property or any adjacent parking areas including, without limitation, repairs, maintenance, improvements, depreciation, building insurance, real estate taxes and assessments, taxes on County's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with all applicable laws and regulations including, without limitation, the Americans With Disabilities Act of 1990. Payment of such expenses and costs is the sole obligation of County.
- (c) In the event the cost of fuel exceeds \$4.77 per gallon (the "**Fuel Cost Threshold**") then all fuel costs exceeding the Fuel Cost Threshold shall be paid by the County, when an invoice and supporting documentation reflecting the increase in fuel cost is duly submitted by the Contractor. For the purposes of an example only, if Contractor purchases 100 gallons of fuel at \$6.50 per gallon then County shall reimburse Contractor \$173.00.

27. No Collection of Fees. Contractor shall have no right or obligation to charge or collect any fees from passengers using the Services.

28. Acquisition of Shuttles.

- (a) Contractor agrees to procure for the Services one 12-15 passenger ADA shuttle (the “Shuttle”). The Shuttle may be used and the cost of the Shuttle shall be borne by Operator.
- (b) During the term of the Agreement and thereafter (i) the Shuttle is and shall remain personal property and shall not constitute a fixture, (ii) County does not own the Shuttle and County shall not have or acquire any right, title or interest in or to the Shuttle, (iii) title to the Shuttle shall be retained by Contractor or an equipment financier, as applicable, subject only to any security interest or assignment that Contractor may grant to such equipment financier (if any), (iv) County shall not suffer or permit any lien or encumbrance to attach to the Shuttle and (v) County shall refrain from taking any action to bar, restrain or otherwise prevent Contractor, its representatives, agents, secured parties, successors or assigns from entering, and hereby grants to said parties the right of entry to, County property for the purpose of inspecting the Shuttle.
- (c) The Shuttle shall be considered Operator’s property and title to the Shuttle shall be retained by Contractor after expiration or earlier termination of the Agreement.
- (d) Notwithstanding the foregoing to the contrary, the Contractor may utilize a shuttle or shuttles it uses at other operations as a backup to the Shuttle procured under this Agreement. County shall have no right, title, or interest in any shuttle or shuttles Contractor uses as part of the Services, and such back up shuttles shall remain the sole property of Contractor at all times.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **SERVICES AGREEMENT** as of the date first written above.

SP Plus Corporation

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY

By: DocuSigned by:
David H Lombardi
Name, Title

By: _____
Name, Title

David H Lombardi
Senior Vice President

EXHIBIT A: SCOPE OF WORK

Services will include the following:

- Shuttle Service –

The Contractor will be expected to provide exclusive fixed transportation services for the designated subject area (Swan Meadow Village in front of or adjacent to the Sun Communities Office and Community Center to the Summit Stage, Summit Cove Main Bus Stop) adhering to a fixed schedule predetermined (and subject to change) by the Transit Department as shown below.

The Contractor will be expected to provide printed schedule information for passengers on request and in each vehicle and provide verbal assistance to the public regarding all questions related to the Swan Meadow Village Shuttle and other transit services provided by the County.

The Contractor will also be expected to wait at the Summit Cove Bus Stop as needed to make coordinated connections with each of the Summit Stage fixed route buses while ensuring that the Swan Meadow Village Shuttle arrives at the next scheduled stop on time.

Contractor will be expected to dedicate at least 2 shuttle vehicles, as described in Section 28 of the Agreement, with passenger carrying capacity of not less than 12 and not more than 15 which are ready to enter into active service each day while only 1 vehicle will actually be in service at any given time. This ensures redundancy in the inevitability of unexpected breakdowns. In case of a vehicle breakdown or staffing vacancy, the Contractor will be expected to continue the Swan Meadow Village Shuttle service with no break in service lasting longer than 1 hour.

Service will be performed on an ongoing daily basis beginning on a date negotiated with the County. Service will be performed on a regular daily schedule seven days per week to be agreed upon prior to contract. Schedule will be configured to create a seamless transfer to all of the Summit Stage fixed routes which service the Summit Cove Bus Stop based on the driver timetable (following page):

Swan Meadow Village Bus Operator Timetable (Winter 2024)

Depart Swan Meadow Village		Coordinate with Scheduled Routes at Summit Cove		
6:20	6:30	Swan Mountain Flyer	Frisco to Keystone, Arapahoe Basin	SMFA
6:32	6:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
6:50	7:00	Swan Mountain Express	Silverthorne to Breckenridge	SMX
7:14	7:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
7:29	7:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	7:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	7:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
8:14	8:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
8:29	8:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	8:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	8:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
9:14	9:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
9:29	9:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	9:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	9:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
10:14	10:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
10:29	10:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	10:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	10:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
11:14	11:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
11:29	11:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	11:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	11:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
12:14	12:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
12:29	12:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	12:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	12:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
13:14	13:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
13:29	13:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	13:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	13:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
14:14	14:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
14:29	14:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	14:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	14:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
15:14	15:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
15:29	15:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	15:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	15:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
16:14	16:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
16:29	16:39	Swan Mountain Flyer	Breckenridge to Keystone, Arapahoe Basin	SMFA
	16:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
	16:42	Swan Mountain Flyer	Keystone, Arapahoe Basin to Breckenridge	SMFB
17:14	17:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
17:29	17:38	Swan Mountain Flyer	Keystone, Arapahoe Basin to Silverthorne, Frisco	SMFB
	17:40	Swan Mountain Express	Breckenridge to Silverthorne	SMX
	17:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
18:14	18:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
18:32	18:42	Silverthorne-Dillon-Keystone Route	To Keystone	SK
19:14	19:24	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
19:57	20:07	Silverthorne-Dillon-Keystone Route	To Keystone	SK
20:23	20:33	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
20:57	21:07	Silverthorne-Dillon-Keystone Route	To Keystone	SK
21:23	21:33	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
21:57	22:07	Silverthorne-Dillon-Keystone Route	To Keystone	SK
22:23	22:33	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
22:57	23:07	Silverthorne-Dillon-Keystone Route	To Keystone	SK
23:23	23:33	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
23:57	0:07	Silverthorne-Dillon-Keystone Route	To Keystone	SK
0:23	0:33	Silverthorne-Dillon-Keystone Route	To Silverthorne	KS
0:57	1:07	Silverthorne-Dillon-Keystone Route	To Keystone	SK



FROM: Summit After Prom Committee/Kelly Smith and Sara Broughton
TO: Summit County Transit Advisory Board
DATE: January 8, 2024
RE: Transportation Donation Request for SUMMIT AFTER PROM, April 27, 2024

Dear Summit County Transit Advisory Board Members,

On behalf of the Summit High School/Snowy Peaks Summit After Prom Committee, I am asking for your support of the 2024 AFTER PROM event on Saturday, April 27 from 10:30 pm-1:30 am at the Senior Center in Frisco. This annual event is held as the Prom Dance is ending and gives our youth a choice for a safe, drug and alcohol-free 'party' atmosphere for them to continue to enjoy their special night with their friends and classmates. Last year's After Prom had the most attendance since its beginning in 2012, drawing 237 students!

We would like to request one small Summit Stage bus and driver from approximately 10:30pm to 1:45am. We foresee two 'loops' from Silverthorne Pavilion, where Prom is held, to the Frisco Senior Center, between 10:30 and 11:15, and then two 'loops' back to Silverthorne between 12:30 and 1:30am.

The partnership between Summit Stage and After Prom has been important to us and has benefited students who do not have transportation to and from the party. While many students drive themselves to pre-event dinners, the Prom at the Pavilion, and to After Prom, there are students who do not have access to a vehicle and providing transportation allows those students to attend. Our hope is that we draw many students to the bus, not just those without other means. Last year we held prize drawing incentives for those who take the bus in either direction.

Partnering with the Summit Stage alleviates the need for us to secure additional funding to pay for a private shuttle company. Most importantly, having our community support this event for our youth sends a clear message that we want to keep them safe during these celebratory weeks in the late Spring, the time in which they are most at risk for automobile accidents. Our youth are bombarded with messages and temptations regarding alcohol, marijuana, and other drugs in Summit County, but After Prom is a safe and fun alternative for Summit High teens. Our goal is that After Prom becomes the "cool" thing to do instead of the risky behavior that teens often engage in on Prom Night.

After Prom is put on through a collaboration of Summit High School and Snowy Peaks High School parents and Parent Teacher Organizations. It is solely supported by grants and donations, and over 50 parent and young adult volunteers the night of the event. The After Prom committee spends hours planning and preparing. All of this is done with the heartfelt intent of keeping our kids safe, perhaps saving lives, during a time of celebration and temptation. Thank you for your thoughtful consideration of our request.

With Gratitude,
Kelly Smith and Sara Broughton
summitafterprom@gmail.com

Summit After Prom 2023 Report

Summit After Prom was the biggest success to date with a record 237 students attending.



The event was held at Summit County Community and Senior Center with fun activities and a dedicated Summit Stage bus for those needing transportation.

What Grant Funding Accomplished

Our Summit County teens celebrated and enjoyed time together in a safe, entertaining, and substance-free environment.

The tremendous Summit community support helped make it happen. With the support of Summit After Prom's generous sponsors, community foundations and organizations, and SHS PTSO and Snowy Peaks PTO, students enjoyed a safe evening of fun with their friends on the night of the prom.

Over 50 volunteers enjoyed the evening, too.

The Process

The process used to support After Prom includes:

- In the summer, the After Prom committee writes grants to local community organizations, businesses, and foundations to solicit funding support.
- In the fall, the After Prom committee solicits parent and community volunteers through emails and through social media. Students are asked for input on what would make the event most alluring.
- In January, contracts are signed for the venue and casino activities. Prizes are purchased.
- In February and March, the After Prom Committee meets to finalize plans for the upcoming event.

- In April, the After Prom Committee solicits parent and community volunteers for the evening of the event.
- On the evening of the event, the After Prom Committee ensures that the venue is set up and decorated for the event to ensure a safe and fun evening for the students.

Program Impact

The impact of the program was analyzed with these two questions:

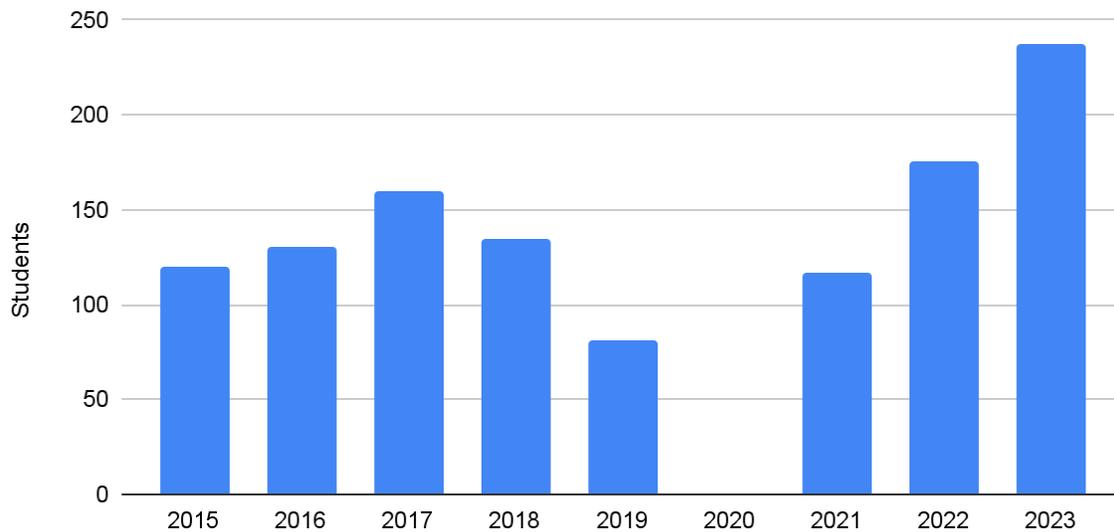
Did the After Prom Committee successfully obtain funding for the event, plan the event, and host a safe evening event for the students?

Yes, the committee secured sufficient funding to cover all the costs of the 2023 event. The committee met monthly throughout the school year to plan the event including regular reports to the SHS PTSO and the Snowy Peaks High School PTO. On the evening of the event, the Center was set up, chaperoned, and cleaned up at the conclusion of the event by a group of parent and community volunteers.

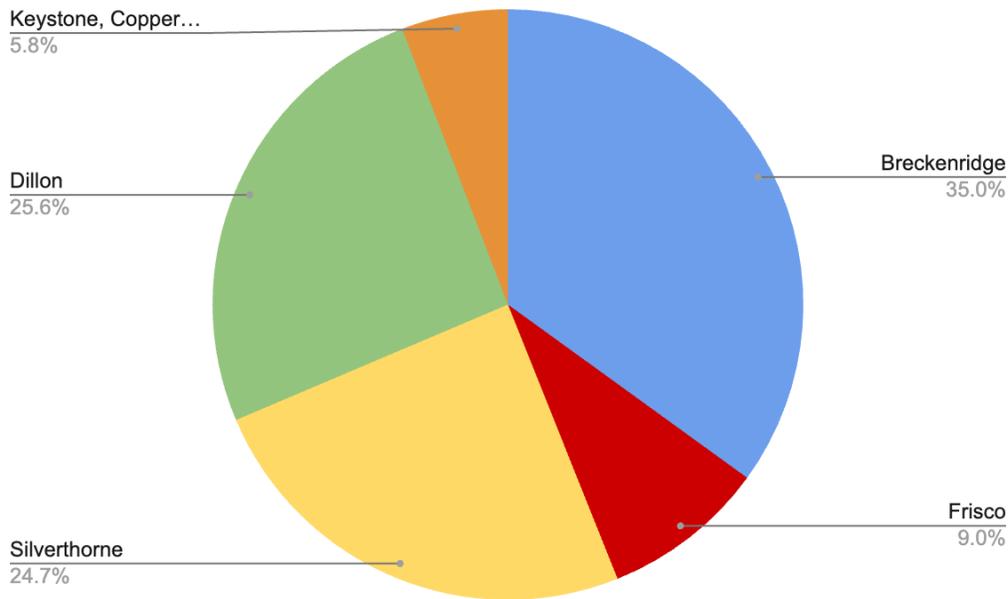
Did students choose to attend After Prom as a fun and safe evening event planned especially for them?

Student attendance reached a record high at 237 students.

Number of Students Attending After Prom



Students from each town attended.



Again this year we believe attendance increased because of the prizes that were raffled off every 15 minutes throughout the night. Students received a raffle ticket upon arrival and then played games to earn additional tickets, which they could put towards prize drawings.

It is the After Prom Committee's goal to increase attendance and participation at After Prom as well as to foster the conversation between parents and teens about individual plans on Prom night. After Prom is open to any and all SHS and SPHS juniors and seniors, even those who don't attend prom. The

committee seeks ideas and suggestions from parents and students on how to continue to improve this incredible event.

Thank You

Thank you for your generous support in providing a safe, entertaining, and substance-free all night event for Summit High School and Snowy Peaks High School junior and seniors on a night our kids will never forget. Thank you for your continued commitment to keeping our kids SAFE on prom night. We are grateful to these sponsors, which were also mentioned in our thank you and recap in the Summit Daily on May 18.

The Summit Foundation
Education Foundation of the Summit
Summit County Rotary
Breckenridge Mountain Rotary
Breckenridge Grand Vacations—BGV Gives
Building Hope
Arapahoe Basin
Copper Mountain
Alpine Bank
Slifer Smith and Frampton Foundation
Summit REALTOR® Foundation
Climax Molybdenum Mine
Towns of Breckenridge, Frisco, Dillon, Silverthorne
Summit High School
Snowy Peaks
Bonnie Ward
Downstairs at Eric's
Catherine Smith Mountain Homes and Real Estate
Subway
Blue Moon Bakery
Snarfs
Colorado Rockies
Chick Fil A-Denver West
Mountain Glo Salon
Breck Inn
Summit County Government
Summit County Youth and Family Services
Summit County Community and Senior Center
Summit Transit Authority
Summit Stage
Fatty's Pizzeria
Young Life
Skyline Cinema





Summit County Microtransit Feasibility Study

December 2023

Stakeholder Group Meeting #2
--
Service Assessment Results

Agenda

- Peer Review
- Travel Pattern Assessment
- Transit Access Assessment
- Community Engagement Results
- Potential Microtransit Zones and Evaluation
- Potential Phasing of Microtransit Zones
- Next Steps



Study Purpose and Goals

Study Purpose:

To evaluate the feasibility of microtransit in Summit County and provide recommendations in an actionable implementation plan for the proposed microtransit service, if deemed feasible

Study Goals:

- Increase geographic coverage
- Expand and/or optimize overall system service hours
- Increase ridership
- Improve customer satisfaction
- Increase productivity (cost per trip) and efficiency
- Reduce Vehicle Miles Traveled and/or greenhouse gas emissions
- Fulfill goals of Equity Access Study and Short Range Transit Plan

Peer Reviews: Steamboat Springs, Tahoe, Summit County UT - Key Takeaways

Successes

- Positive feedback from riders
- Increased mobility options for residents and visitors
- Filled a missing gap of transit service and was added value to fixed route
- Established connections to transit that were under or not utilized due to accessibility
- Changed the mindset of the community on the value of public transit
- Helped the transit-dependent population, tourists, and residents move around the area
- Helped with parking management

Challenges

- Cost per passenger is much higher than fixed-route services
- Can add to traffic and vehicle miles traveled – most rides are not shared
- Turn-key operations can make it more difficult to evaluate due to vendor data availability
- Response times increase with more popularity and ridership. Address by allowing vehicles to be flexible between zones
 - As microtransit becomes more popular, more vehicles are required at higher overall cost
- Many riders taking microtransit would have walked if service did not exist
- Microtransit can compete with and fixed route and cannibalize ridership if not designed well

Lessons Learned

- Identify who might use, how, and to where first
 - Should link low- to mid-density to key destinations and to high quality transit
- Microtransit can be effective, especially in areas hard to serve by fixed route
- Hiring microtransit drivers is easier than hiring fixed-route bus drivers
- Communicate the value of microtransit to the public and elected officials early in the process, which may not be seen through financials
 - And set expectations early on
- Consider providing fare-free service to make the program more successful
- More program budget may be required as demand increases
- Consider a public-private partnership for microtransit
- Marketing of the service is critical



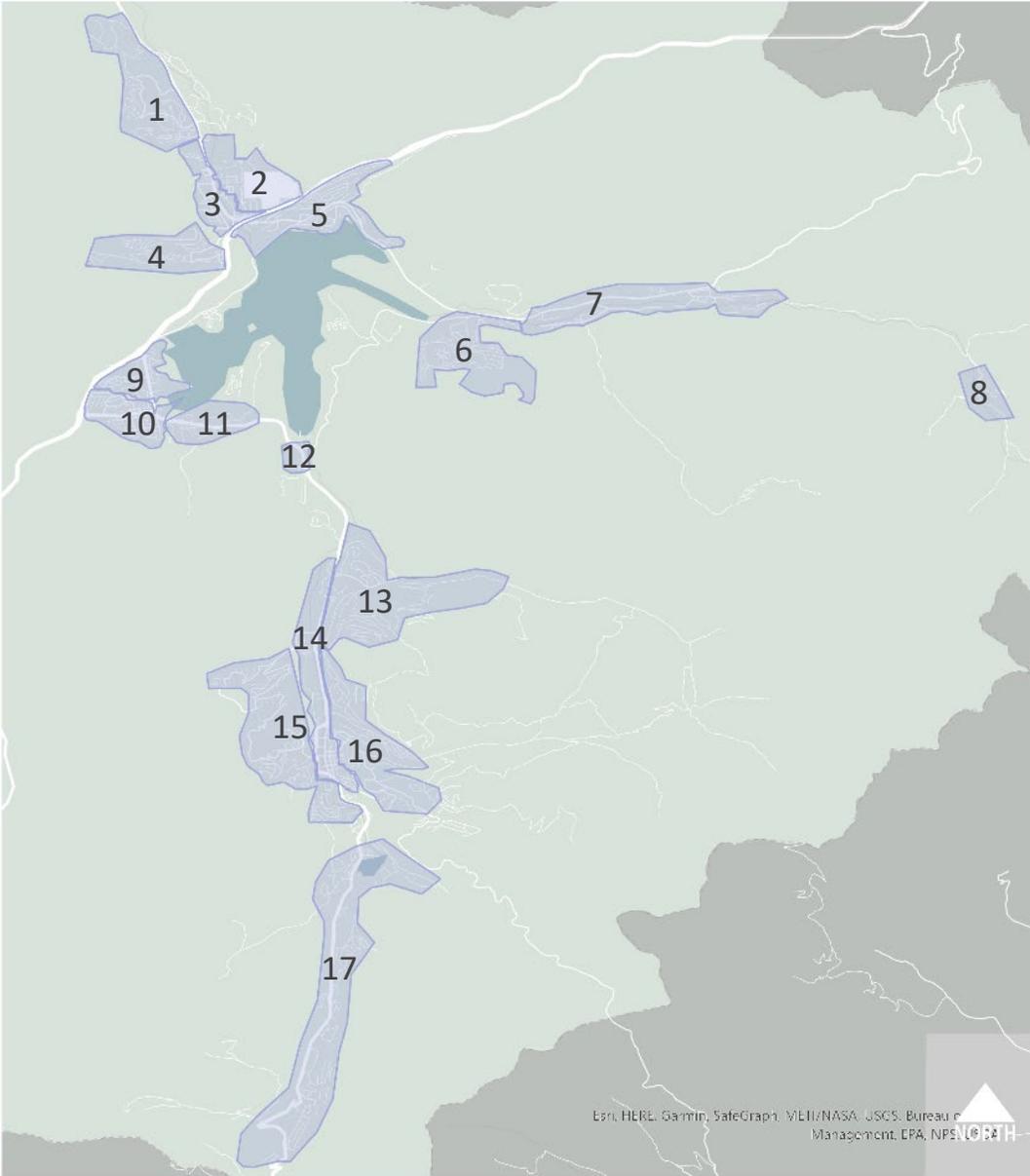
**Travel
Pattern
Assessment**

Travel Pattern Assessment with StreetLight Data

What is StreetLight Data?

- A big data source of origin-destination data derived from mobile devices, connected vehicles, and existing traffic counts
- Vehicle trip volumes are estimates of typical, daily trip patterns
- A “trip” starts when a mobile device is no longer stationary
- A “trip” ends when there is a shift in travel mode, or when the device is stationary for more than five minutes
- A travel pattern analysis captures movement to/from selected analysis zones; trips made to/from areas outside of the analysis zones are not included

StreetLight Analysis Zones



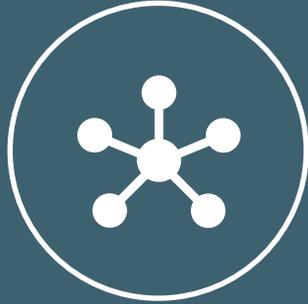
Zone Name	Zone Number	General Zone Description
North Silverthorne	1	Willowbrook Rd to Maryland Creek Park, West of Highway 9
Silverthorne East Residential	2	Ptarmigan Trail to Bald Eagle Rd, East of Rainbow Dr
Silverthorne Downtown and Transit Center	3	North of I-70 to Smith Ranch Rd, along Blue River Pkwy
Wilderness	4	Wilderness neighborhood, West of Lowe's
Dillon	5	South of I-70 to Corinthian Cir, including Dillon Valley to Straight Creek Dr dead end
Summit Cove	6	Western Summit Cove boundary and East to Elk Cir
Keystone	7	Keystone Science School to Powerline Parking Lot, along Highway 6
Montezuma	8	Montezuma town boundaries
Frisco Commercial	9	South of I-70 to Tenmile Creek, along Summit Blvd
Frisco w/Main Street	10	Larson Ln to Temple Trail, along West of Summit Blvd
Frisco Adventure Park	11	Stella Jay Rd to Crown Pl, along Highway 9
Summit High School	12	School Rd to Farmers Ln, along Highway 9
Tiger Road	13	Mountain View Way to Fairview Blvd, East of Highway 9 to Blair Witch Trailhead
Downtown Breckenridge	14	North of Tiger Rd to Boreas Pass Rd, along Highway 9
West Breckenridge	15	Barton Rd to Gold King Way, West of Park Ave
East Breckenridge	16	Fletcher Ct to Bunker Hill Ln, East of Harris St
Blue River	17	Lakeshore Loop to Summit Ln, along Highway 9

Origin-Destination Matrix - Average Daily Trips

	Destinations																			
Origins	Blue River	Dillon	Downtown Breckenridge	East Breckenridge	Frisco Adventure Park	Frisco Commercial	Frisco w/Main Street	Keystone	Montezuma	North Silverthorne	Silverthorne Downtown and Transit Center	Silverthorne East Residential	Summit Cove	Summit High School	Tiger Rd.	West Breckenridge	Wilderness	Grand Total		
Blue River	275	50	847	59	27	95	38	25	0	2	45	5	14	37	27	179	6	1731		
Dillon	54	3619	534	108	120	831	419	1401	4	325	2294	258	752	134	112	289	767	12021		
Downtown Breckenridge	872	586	6772	1586	185	992	504	387	1	78	403	35	215	179	989	4576	171	18531		
East Breckenridge	64	108	1453	599	75	202	117	29	0	10	106	8	28	120	100	271	10	3300		
Frisco Adventure Park	22	158	181	59	120	304	154	29	0	25	123	18	42	37	24	68	41	1405		
Frisco Commercial	113	896	914	215	237	705	800	227	1	150	711	88	197	146	230	592	274	6496		
Frisco w/Main Street	37	458	565	110	142	869	711	143	0	82	333	49	113	87	106	270	132	4207		
Keystone	21	1379	411	22	38	195	140	3468	17	43	527	37	304	41	36	115	130	6924		
Montezuma		3	1	0	0	0	0	17	2		1	0	2		0	0	0	26		
North Silverthorne	4	311	82	11	36	146	90	52			427	512	22	40	41	9	27	43	1853	
Silverthorne Downtown and Transit Center	49	2342	440	109	110	760	344	490	1	536	2323	285	450	134	96	251	763	9483		
Silverthorne East Residential	4	226	38	6	26	83	50	50	0	25	249	138	24	55	3	8	39	1024		
Summit Cove	13	705	210	23	52	179	121	308	2	40	483	20	460	176	22	74	64	2952		
Summit High School	28	137	240	94	53	250	95	32		35	138	41	119	125	43	92	38	1560		
Tiger Rd.	23	109	981	89	32	204	108	40		11	89	5	22	55	540	225	13	2546		
West Breckenridge	190	308	4510	265	92	574	260	123	0	30	215	11	69	110	229	2276	39	9301		
Wilderness	7	689	199	10	46	238	153	158		48	759	38	70	78	12	41	509	3055		
Grand Total	1776	12084	18378	3365	1391	6627	4104	6979	28	1867	9311	1058	2921	1555	2578	9354	3039	86415		

Travel Pattern Assessment Key Takeaways

- Largest volumes of average daily trips in analysis zones are:
 - Internal Downtown Breckenridge
 - Internal Dillon
 - Internal Keystone
 - Internal Silverthorne Downtown
 - Silverthorne Downtown to Dillon
 - Downtown Breckenridge to West Breckenridge (Peak 7 area)

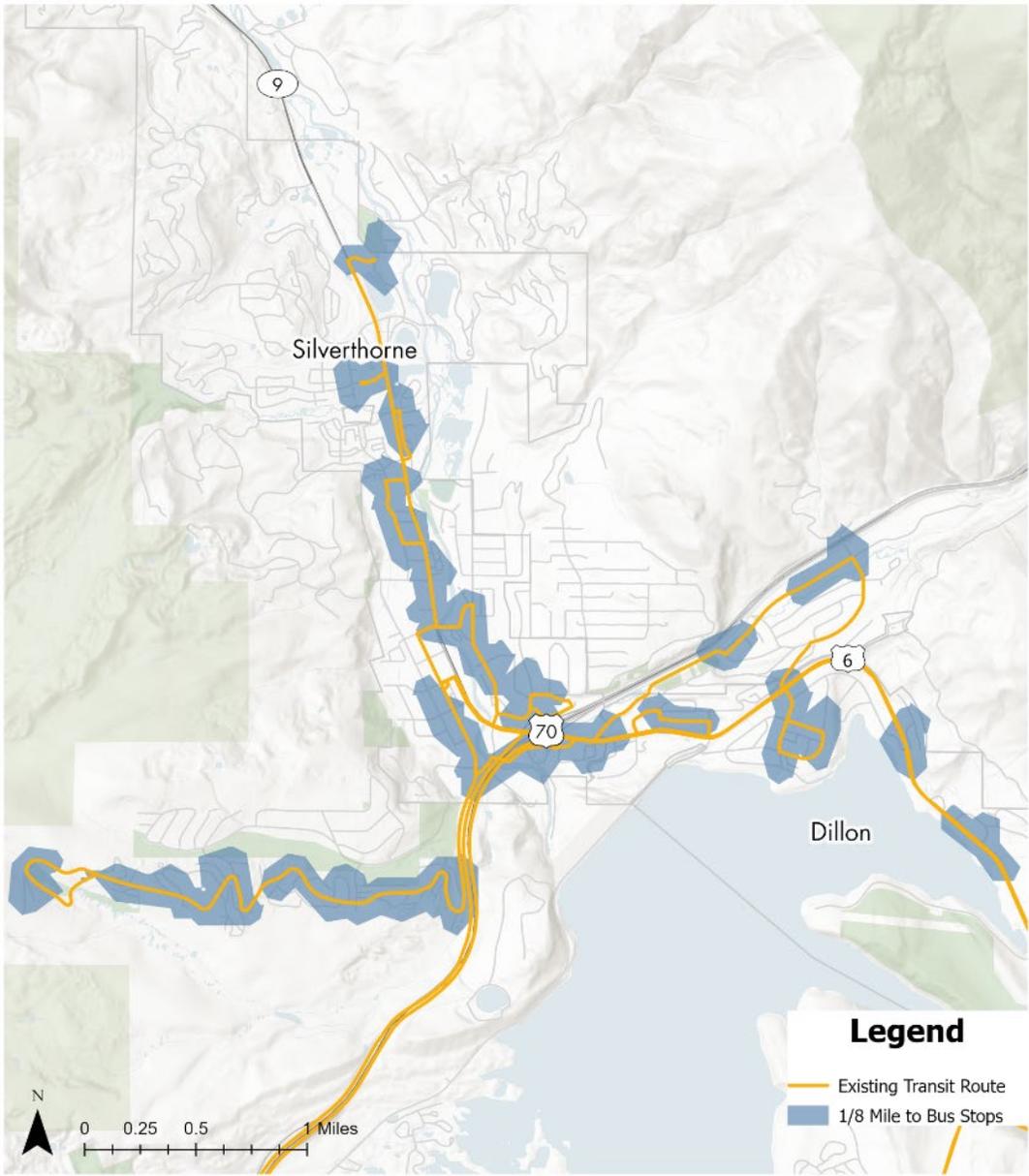


**Transit
Access
Assessment**

Transit Access Assessment Process

- Visualize geographic coverage gaps in existing Summit Stage and Breckenridge Free Ride service for key areas
- Identify geographic opportunities for Microtransit zones
- Used spatial analysis of 1/8 mile distance to bus stops on the road network

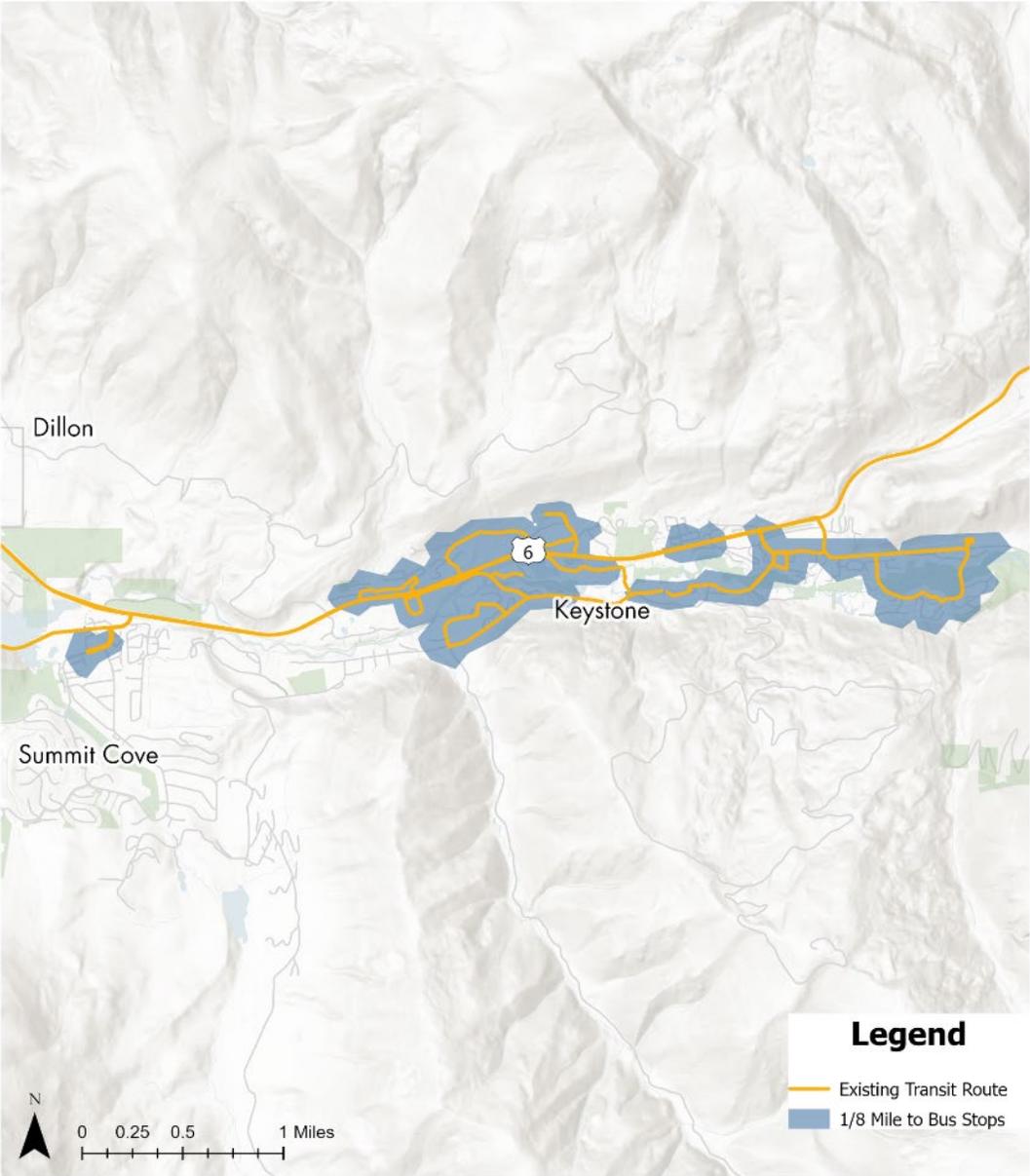
Transit Access - Silverthorne/Dillon



Silverthorne/Dillon Transit Access Key Takeaways

- Good coverage for key origins and destinations, as well as Wildercrest
- Gaps in upper Dillon Valley, North Silverthorne, other less dense neighborhoods of Silverthorne

Transit Access - Keystone/Summit Cove



Keystone/Summit Cove Transit Access Key Takeaways

- Minimal coverage and large gaps in Summit Cove
- Excellent coverage by Keystone shuttles during the winter

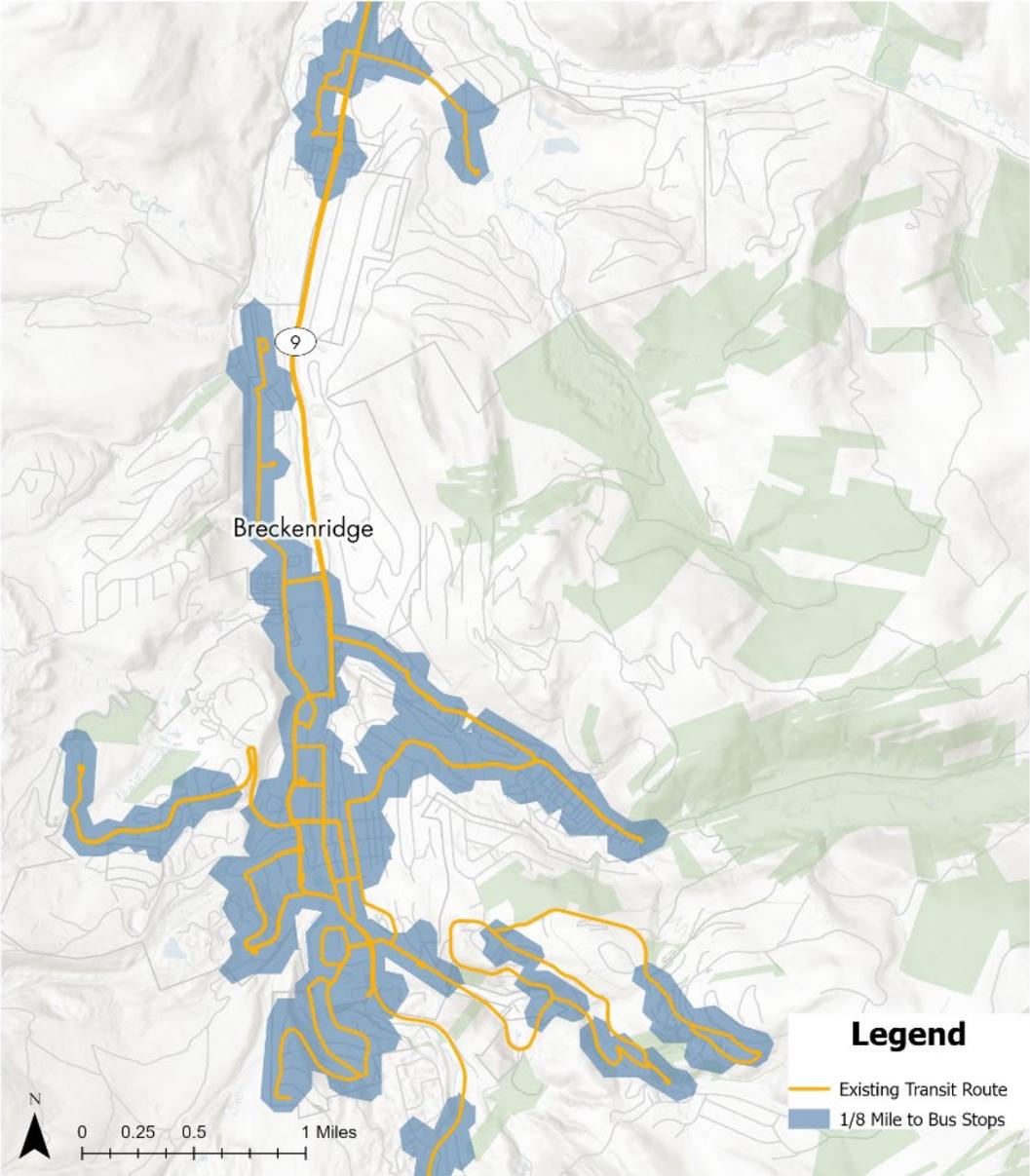
Transit Access - Frisco and North Breckenridge



Frisco/North Breckenridge Transit Access Key Takeaways

- Coverage along major commercial corridors
- Gaps within residential areas, especially in denser areas of Frisco

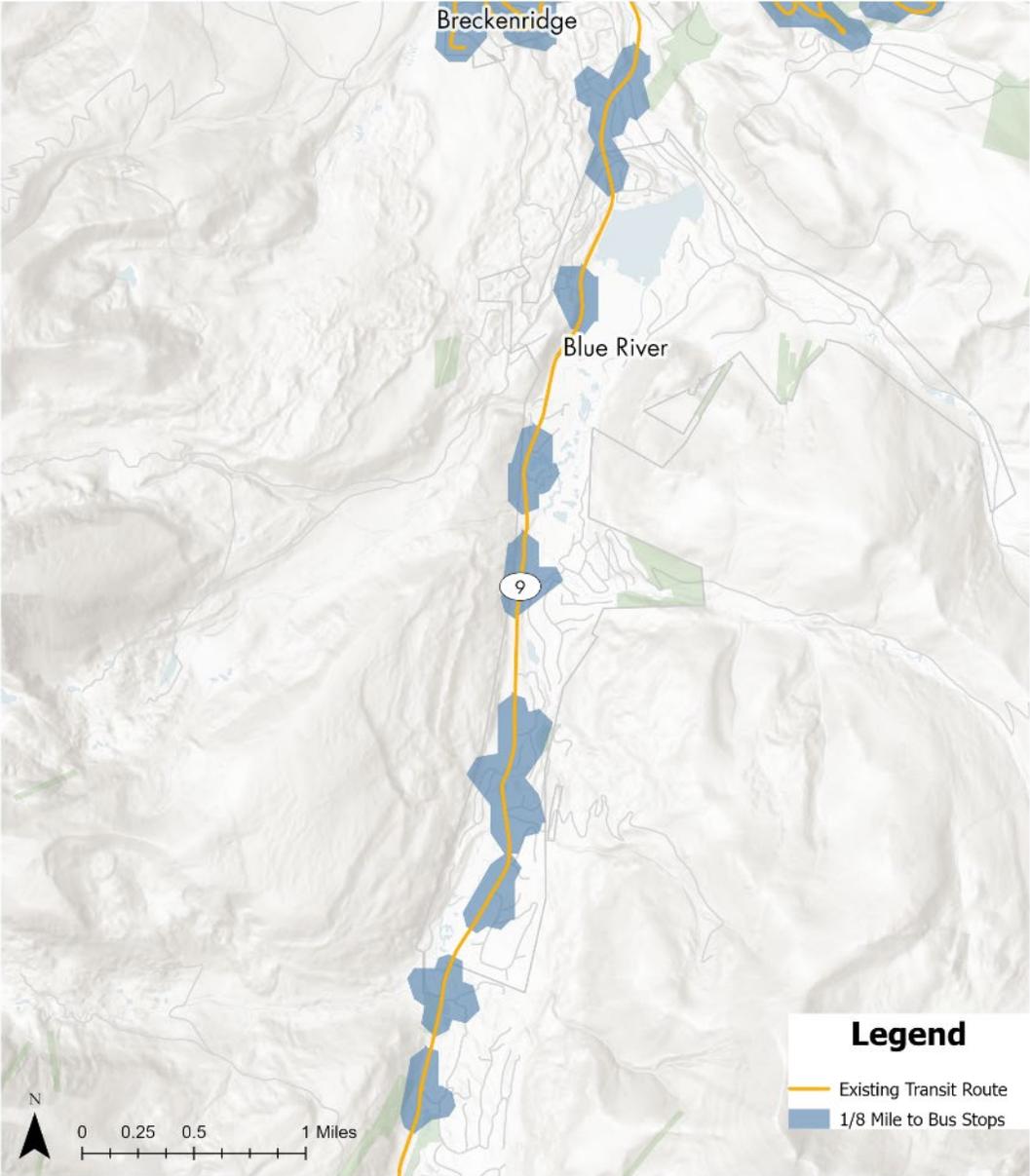
Transit Access - Breckenridge



Breckenridge Transit Access Key Takeaways

- Excellent coverage for most of Breckenridge
- Gaps within less dense residential areas along Ski Hill Rd/American Way (north of Peak 7) and areas east of Hwy 9 between Wellington neighborhood and Tiger Rd.

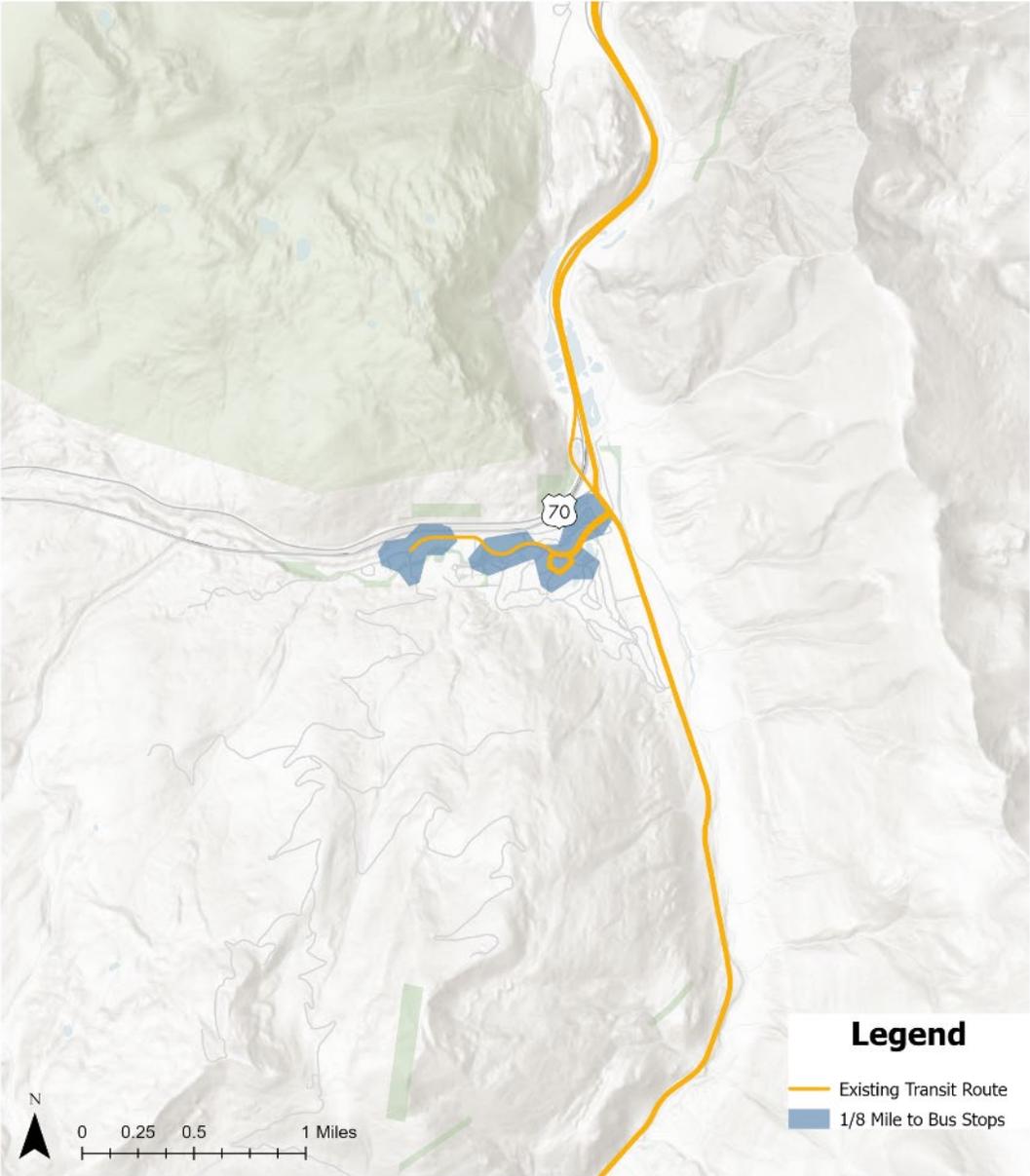
Transit Access - Blue River



Blue River Transit Access Key Takeaways

- Existing Summit Stage routes covers along Highway 9
- Gaps within less dense residential areas, specifically around Blue River Rd

Transit Access - Copper Mountain



Copper Mountain Transit Access Key Takeaways

- Existing Summit Stage routes cover most of Copper Mountain
- Copper shuttles cover the rest (although not mapped here), including connecting base villages



**Community
Engagement
Results**

Community Engagement

- Stakeholder Meeting #1 in August
- Pop-Up Events at Transit Centers in September
- Online Survey Open September – October with **378 total responses**

SUMMIT COUNTY MICROTRANSIT FEASIBILITY STUDY
THE SUMMIT STAGE NEEDS YOUR INPUT!

THE SUMMIT STAGE IS EXPLORING POTENTIAL OPPORTUNITIES TO SERVE PARTS OF SUMMIT COUNTY WITH ON-DEMAND MICROTRANSIT. ON-DEMAND MICROTRANSIT USES CARS OR VANS TO CARRY RIDERS TO/FROM BUS STOPS OR POINT TO POINT FOR A MINIMAL COST. RIDERS CAN REQUEST TRIPS VIA AN APP OR BY PHONE.



TAKE THE SURVEY
<https://tinyurl.com/summit-microtransit>

SUMMITSTAGE

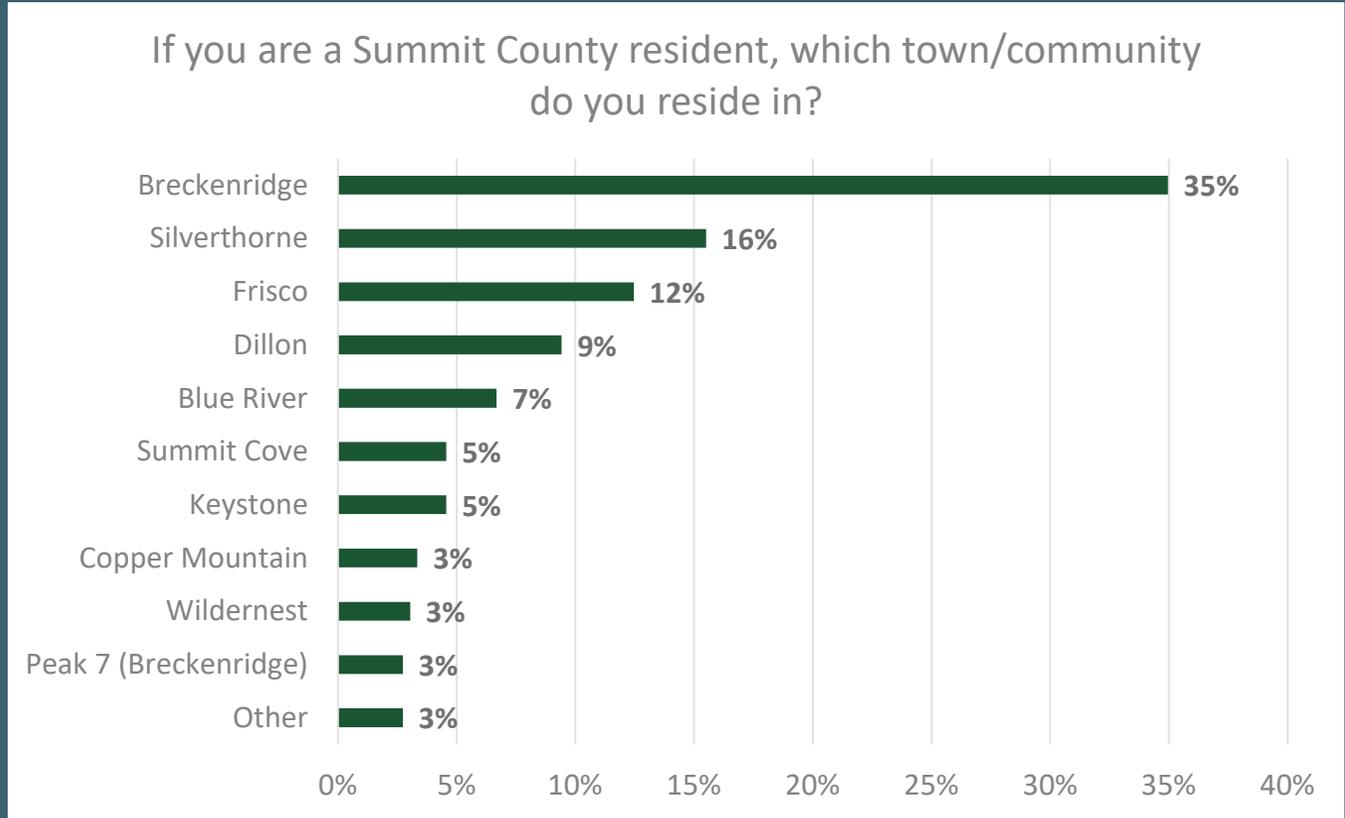
ESTUDIO DE VIABILIDAD DE MICROTRANSPORTE DEL CONDADO DE SUMMIT
EL SUMMIT STAGE NECESITA TU APORTE!

EL SUMMIT STAGE ESTÁ EXPLORANDO OPORTUNIDADES POTENCIALES PARA BRINDAR SERVICIOS A PARTES DEL CONDADO DE SUMMIT CON MICROTRANSPORTE A PEDIDO. MICROTRANSPORTE A PEDIDO UTILIZA COCHES O FURGONETAS PARA TRANSPORTAR A LOS PASAJEROS HASTA/DESDE PARADAS DE AUTOBÚS O DE UN PUNTO A OTRO POR UN COSTE MÍNIMO. LOS PASAJEROS PUEDEN SOLICITAR VIAJES A TRAVÉS DE UNA APLICACIÓN O POR TELÉFONO.

TOMAR LA ENCUESTA
<https://tinyurl.com/summit-microtransit>



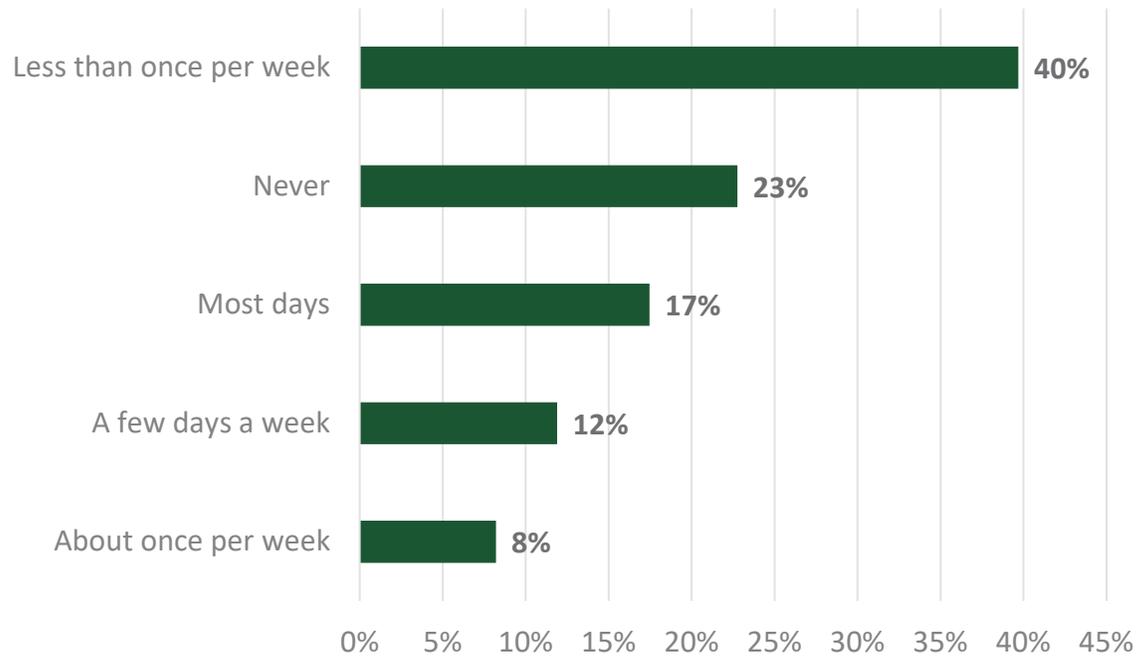
SUMMITSTAGE



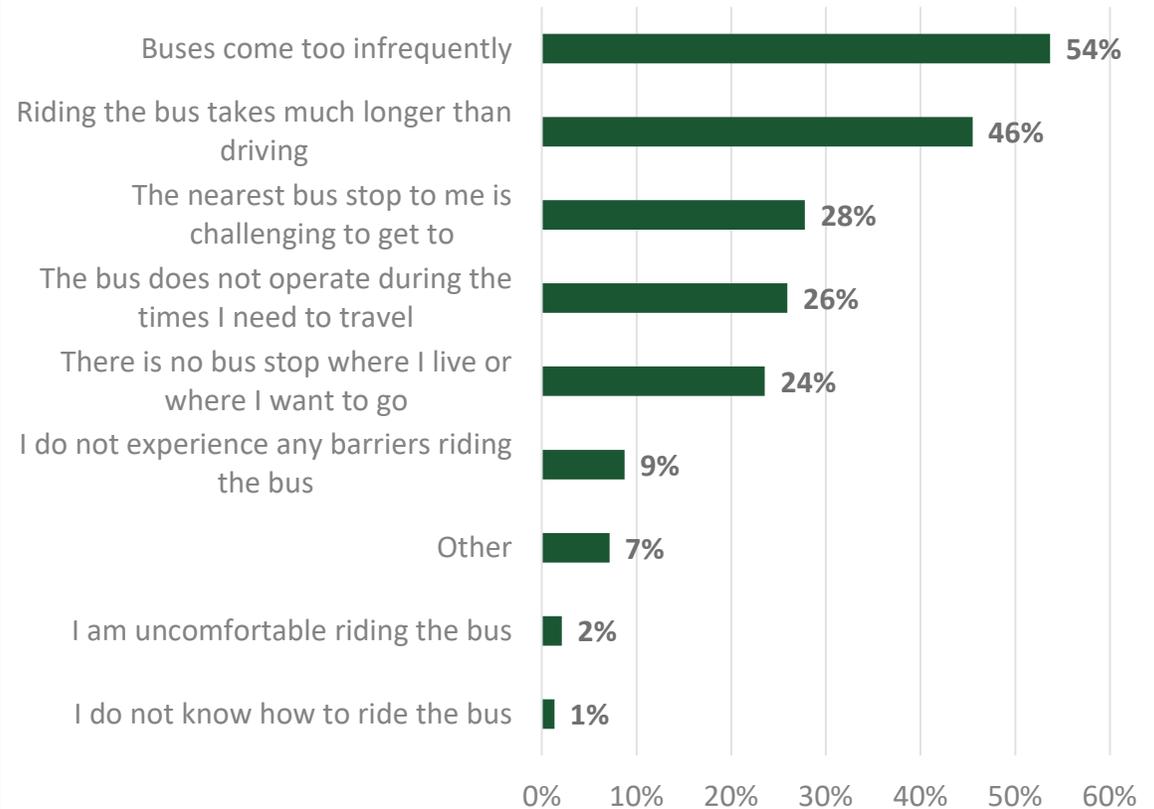
- 80% Summit County residents, 10% own a vacation home
- 19%: No access to a car
- 12%: 65 years or older
- Race/Ethnicity demographics were in line with County demographics

Use and Challenges of Existing Transit

How often do you currently ride Summit Stage buses?



Whether or not you currently ride Summit Stage buses, which of the following do you see as challenges or barriers to riding the bus?

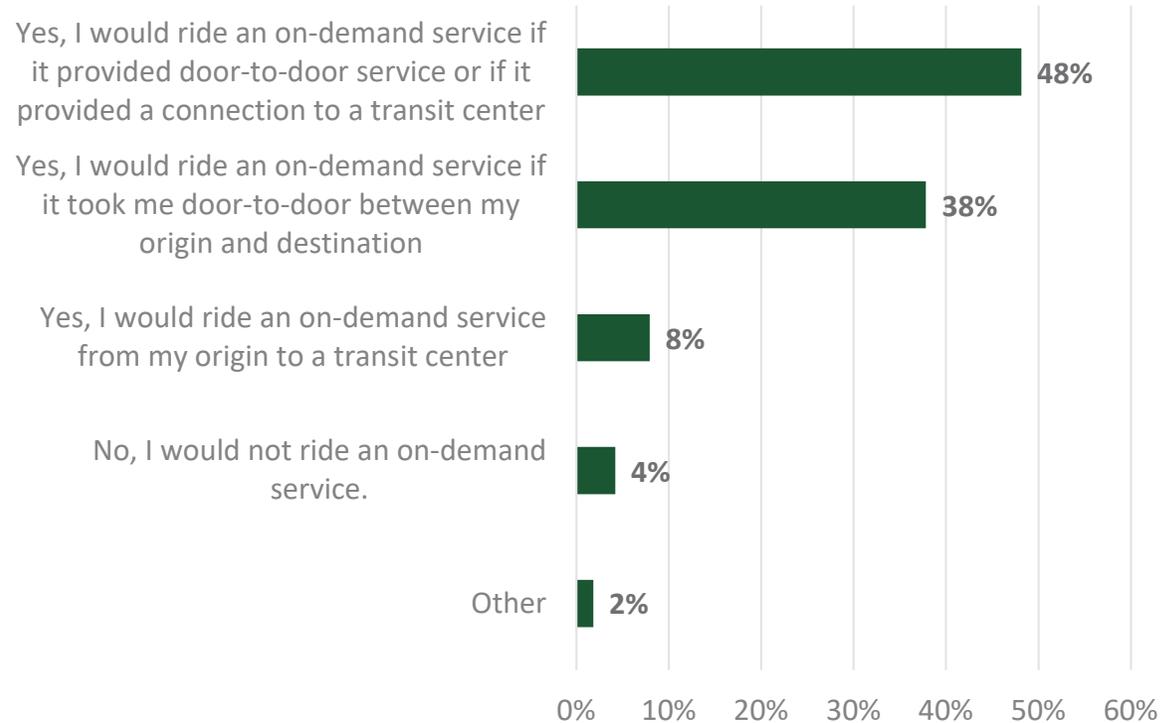


Open ended comments:

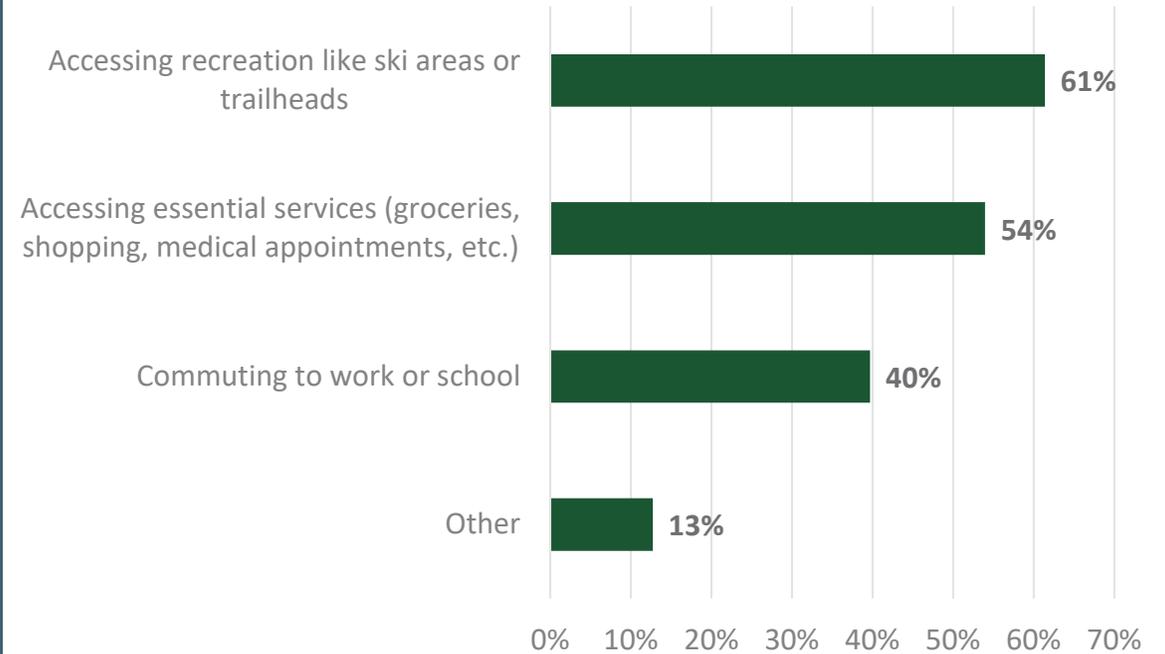
- More detail on need for more frequency (most comments)
- Challenges getting to a bus stop
- Bus hours of service do not match travel needs, especially late night

Interest in New On-Demand Service

If Summit Stage were to start operating a new on-demand microtransit service through an app or call-in service, would you be interested in riding this new type of service?

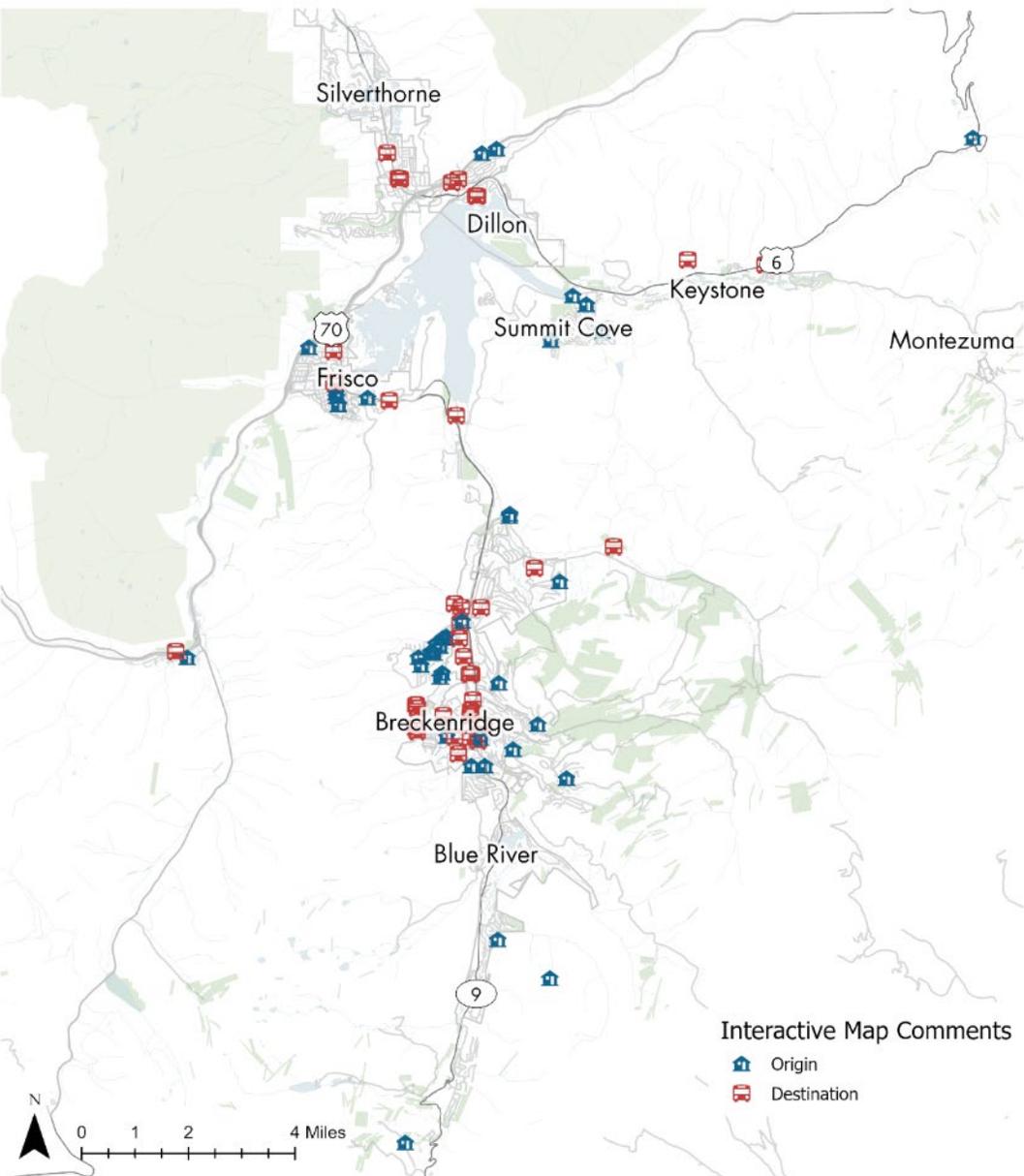


For what type of trips would you most likely use a new on-demand microtransit service?



- **58% would use the app, 37% would use app or call**
- **Location preference: Breckenridge (53%), Frisco (41%), Silverthorne (36%)**
- **Other trip types: event venues, going to dinner, harsher weather**

Desired Origins and Destinations



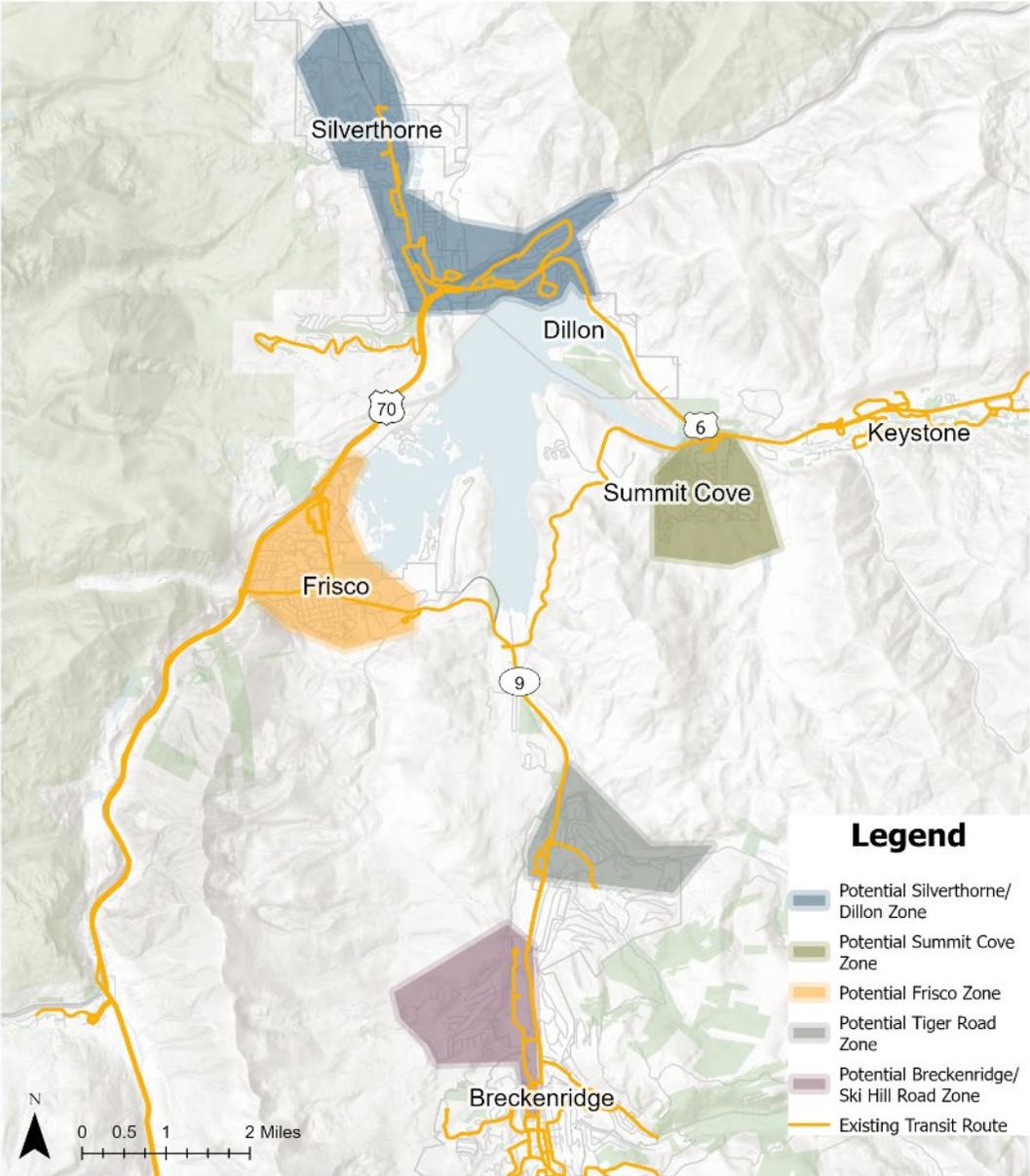
Community Engagement Key Takeaways

- Top challenges with existing transit include infrequent bus schedules, trips are longer than driving, bus stops are challenging to get to, and service hours don't match needs
- Positive support for microtransit for accessing essential services, employment, resort areas
- Top desired service hours are weekday peak hours and weekend afternoons/evenings



**Potential
Microtransit
Zones,
Evaluation, and
Phasing**

Draft Potential Microtransit Zones



Potential Phase 1 and Phase 2 Microtransit Zones

- Guiding Principles for First Two Phases:
 - Ideal size of < 5 square miles serving unserved, underserved areas especially relative to transit dependent populations
 - Balance project goals and community needs
 - Considers previous planning efforts
 - Intend to provide a service area that compliments and does not compete with existing transit services
 - Serves both intra-community travel and 1st/last mile connectivity
- Please Note:
 - Zones are draft and show only potential phase 1 and phase 2 (near- and mid-term)
 - Final zones may be a subset, combination, or variation of these zones
 - Zones may be phased
 - Including Phase 3 to consider other areas analyzed such as Keystone, Copper, and Blue River

Summit County Microtransit Zone Evaluation Results

Quantitative Score of Alternatives by Evaluation Criteria

Evaluation Criteria	Metric	Silverthorne/ Dillon	Summit Cove	Frisco	Breckenridge/ Ski Hill Road	Tiger Road
Achieves Goals of 2021 Equity & Access Study	Number of recommendations addressed	8	7	5	6	5
Community Health Equity	Number of Census Tracts Covered with Highest Classification of CDPHE Health Equity Factors	5	4	1	2	2
Ridership Potential	Average Estimated Weekday Riders	300-450	100-175	150-250	200-300	75-150
Area Not Served by Existing Summit Stage/Breck Free Ride Service	Approximate Percent of Area Not Within 1/8 Mile of Existing Bus Stops	75%	95%	70%	85%	85%
Total Operational Cost	Annual Operating Cost	\$1.5M-\$2.25M	\$700K-\$1M	\$1M-\$1.5M	\$1M-\$1.5M	\$700K-\$1M
Cost Per Passenger	Annual Operating Cost Divided by Annual Ridership	\$12-\$15	\$15-\$19	\$15-\$19	\$12-\$15	\$18-\$25
Public's Location Preference	Within Top Five Locations Indicated On Survey	Yes	No	Yes	No	Yes
Transit Access on Pedestrian Network	Visual Assessment of Lack of Sidewalk Presence	Medium	High	Medium	High	High

Relative Score (High/Medium/Low) Compared to Other Alternatives

Evaluation Criteria	Silverthorne/ Dillon	Summit Cove	Frisco	Breckenridge/ Ski Hill Road	Tiger Road
Achieves Goals of 2021 Equity & Access Study	High	High	Medium	Medium	Medium
Community Health Equity	High	High	Low	Medium	Medium
Ridership Potential	High	Low	Medium	Medium	Low
Area Not Served by Existing Summit Stage/Breck Free Ride Service	Low	High	Low	Medium	Medium
Total Operational Cost	High	Low	Medium	Medium	Low
Cost Per Passenger	Low	Medium	Medium	Low	High
Public's Location Preference	Yes	No	Yes	No	Yes
Transit Access on Pedestrian Network	Medium	High	Medium	High	High



**Microtransit
Phasing and
Related
Recommendations**

Potential Service Phasing, Phase 1 Options

Key Notes for Phase 1 Implementation

- Phase 1 would be implemented within next year
- Estimated Cost for Start-Up, Operating, Marketing: approx. \$1 to \$1.5 million per zone per year
- Start in areas that scored higher in evaluation
- Start in areas where microtransit can be most successful and can build widespread public support – market extensively ahead of launch and throughout 1st year
- Adjust zone boundaries and hours of service to consistently meet rider’s needs
- Develop “lessons learned” for future zones through performance metrics

Strategic Question for the Board – which option of these three do you think makes most sense for Phase 1?

Phase 1 Option A (\$2-3M per year)

Silverthorne/Dillon Zone

Summit Cove Zone

Phase 1 Option B (\$3.25-4.5M per year)

Silverthorne/Dillon Zone

Summit Cove Zone

Frisco Zone

Phase 1 Option C (\$3-4M per year)

Breck Peak 7 Zone

Summit Cove Zone

Frisco Zone (or substitute Silverthorne)

Potential Service Phasing, Phase 2

Key Notes for Phase 2 Implementation

- Consider 1-2 additional zones in areas not included in Phase 1
- Adds another \$2-3 million to budget for potential total microtransit budget of \$5-8 million in total microtransit costs
 - For context, Summit Stage total operating budget is approx. \$11-12 million

Phase 2 Zones (3-5 years)

Zones not included in Phase 1 (possibly Breckenridge Peak 7 Zone, Frisco)

Tiger Road Zone

Evaluate the need for other zones, such as in Keystone, Copper Mountain, and Blue River

Strategic Question for the Board – how much investment should be made in microtransit long-term?

Related Recommendations for Final Report

- Recommendation 1:
 - Invest first in additional, targeted fixed route service improvements, including the two “X” cross county routes, as well as 1-2 other additional investments per the 2020 SRTP. Do this before the Phase 1 microtransit pilot is implemented so that microtransit and fixed route will be more integrated and seamless for passengers.
- Recommendation 2:
 - Retool existing Summit Stage Silverthorne-Keystone route, with either microtransit or a Dillon circulator route in its place. Consider this for implementation in conjunction with microtransit in Silv/Dillon area.
- Recommendation 3:
 - Start out small with 2-3 microtransit zones in the next year or so to test the concept and learn more about how/where microtransit works best within Summit County.
- Recommendation 4:
 - Explore the structure of an RTA to fund and operate more extensive microtransit service, as well as higher levels of fixed route service.
- Recommendation 5:
 - Plan for more extensive microtransit service with more extensive retooling of fixed route service to create a long-term system vision for integrated fixed route and microtransit service, possibly operated by an RTA.



Next Steps

Next Steps

- Additional Stakeholder Advisory Committee review
 - Mid-February 2024
- Draft final report
 - Early March 2024
- Support for potential microtransit request for proposals (RFP)
 - March 2024

Thank you.
Questions?



Memorandum

Date: January 17, 2024
To: Ann Findley, Summit Stage
From: Mikhail Kaminer, Ivana Medina, and Jason Miller, Fehr & Peers
Subject: **Microtransit Service Assessment**

DN23-0780

Introduction

The Summit County Microtransit Feasibility Study evaluates how and where microtransit could work in Summit County and will culminate with recommendations in an actionable implementation plan. The study has the following goals:

- Increasing geographic coverage of transit across Summit County
- Expanding and/or optimizing the overall system service hours
- Increasing ridership
- Improving customer satisfaction
- Increasing productivity (Summit Stage's cost per trip) and efficiency
- Reducing vehicle miles traveled and/or greenhouse gas emissions
- Fulfilling the goals of Summit Stage's 2021 Equity Access Study and the 2020 Short Range Transit Plan

This memo presents a comprehensive service assessment including results of analysis of travel patterns and transit access and a summary of community input on microtransit. Paired with the previously completed peer review, the memorandum then drafts potential microtransit zones and evaluates the zones against a set of criteria.



Travel Pattern Assessment

This travel pattern assessment identifies the existing trends in how people travel throughout Summit County. Understanding this existing movement throughout the county helps inform how successful microtransit services can be.

StreetLight Data Analysis

Origin-destination trip data for Summit County were collected using StreetLight Data. StreetLight Data is an on-demand mobility analytics platform and a “big data” provider that compiles origin-destination trip data from global positioning system (GPS) tracking technology provided through location-based services (LBS) data or connected vehicle data (CVD). LBS data is collected through mobile devices when a user enables a location-based services application on their smartphone, and CVD is collected from vehicles equipped with advanced communication technology. For this analysis, LBS data from cellphones were used to understand travel patterns. Vehicle trip volumes are estimates of typical, daily trip patterns. A “trip” starts when a mobile device is no longer stationary and a “trip” ends when there is a shift in travel mode, or when the device is stationary for more than five minutes.

The primary output used in this analysis is the StreetLight All Vehicles Volume, which is an estimate of vehicle trips, calibrated to real traffic counts. StreetLight allows for analysis over different time periods, and for this analysis, data was collected for a full year of data (May 2021 to April 2022), the summer season (June through August 2021), and the winter season (December 2021 through March 2022). To capture peak flows and analysis at various times of the day and days of the week, data was collected for a typical weekday (Tuesday – Thursday), a typical weekend (Saturday – Sunday), and a typical week (Sunday – Saturday) on an hourly basis.

Zones

Transportation zones are the building blocks for running analyses on the StreetLight platform. Zones can be used to analyze traffic that stops and starts within an area. A total of 17 zones throughout Summit County were analyzed. The zones developed were based on the land use patterns, including separate zones for major commercial areas and recreational facilities separate zones for the major transit stations, and separate zones for residential zones separated by highways, railroads, or other built-environment features. A travel pattern analysis captures movement to/from selected analysis zones, however trips made to/from areas outside of the analysis zones are not included. **Table 1** shows the zone descriptions for each zone used in this analysis, with numbers corresponding to the map of the zones in **Figure 1**.

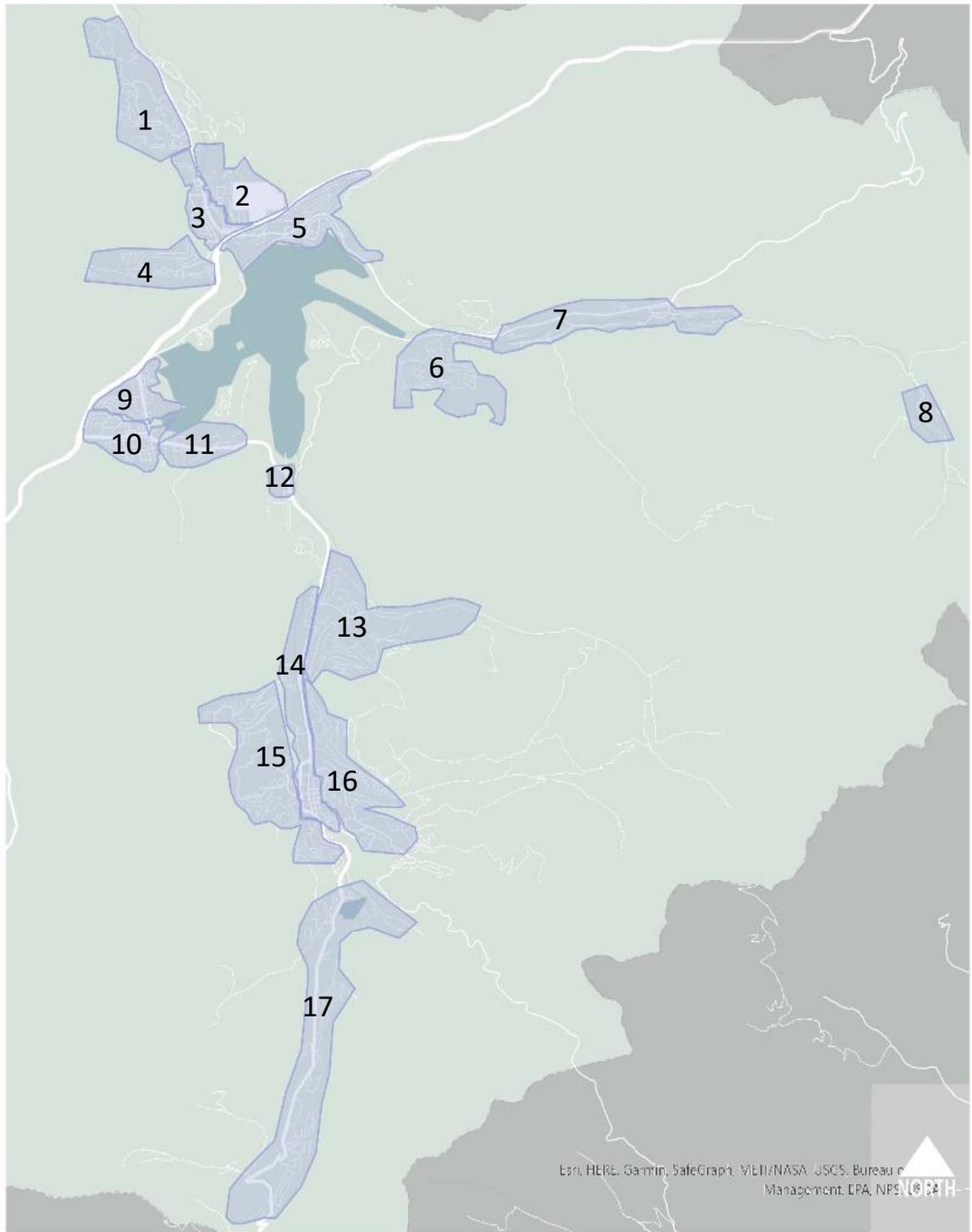


Table 1: StreetLight Analysis Zone Descriptions

Zone Name	Zone Number	General Zone Description
North Silverthorne	1	Willowbrook Rd. to Maryland Creek Park, West of Highway 9
Silverthorne East Residential	2	Ptarmigan Trail to Bald Eagle Rd., East of Rainbow Dr.
Silverthorne Downtown and Transit Center	3	North of I-70 to Smith Ranch Rd., along Blue River Pkwy.
Wilderness	4	Wilderness neighborhood, West of Lowe's
Dillon	5	South of I-70 to Corinthian Cir., including Dillon Valley to Straight Creek Dr. dead end
Summit Cove	6	Western Summit Cove boundary and East to Elk Cir.
Keystone	7	Keystone Science School to Powerline Parking Lot, along Highway 6
Montezuma	8	Montezuma town boundaries
Frisco Commercial	9	South of I-70 to Tenmile Creek, along Summit Blvd.
Frisco w/Main Street	10	Larson Ln. to Temple Trail, along West of Summit Blvd.
Frisco Adventure Park	11	Stella Jay Rd. to Crown Pl., along Highway 9
Summit High School	12	School Rd. to Farmers Ln., along Highway 9
Tiger Road	13	Mountain View Way to Fairview Blvd., East of Highway 9 to Blair Witch Trailhead
Downtown Breckenridge	14	North of Tiger Rd. to Boreas Pass Rd., along Highway 9
West Breckenridge	15	Barton Rd. to Gold King Way, West of Park Ave.
East Breckenridge	16	Fletcher Ct. to Bunker Hill Ln., East of Harris St.
Blue River	17	Lakeshore Loop to Summit Ln., along Highway 9



Figure 1: Streetlight Analysis Zone Map





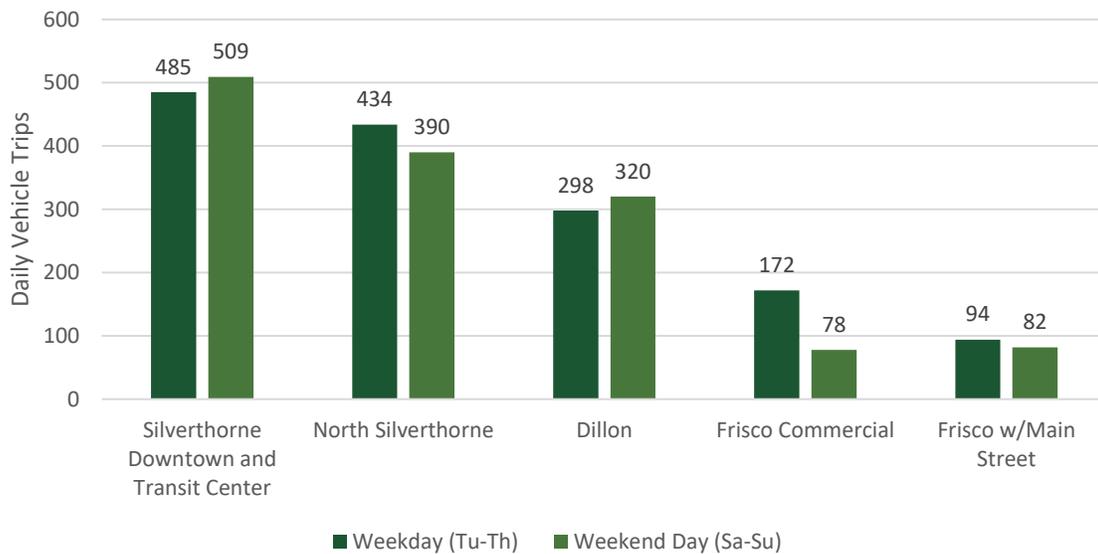
Analysis Results

Summit Stage initially identified microtransit opportunity areas of interest to understand existing travel patterns, and how additional or new transit service can serve these patterns. These areas were identified by Summit Stage as being challenging to effectively serve with fixed route transit. The analysis helps to understand potential transit market demand to and from these areas.

North Silverthorne

The North Silverthorne analysis zone is located on the west side of US-9 and bounded by Maryland Creek Road in the north and Coyote Drive in the south. This location can be difficult to access for fixed route service due to the terrain of roads and distance from downtown Silverthorne. It includes residential homes and lodging. Out of the 17 zones analyzed, the highest number of trips originating in this zone traveled to the Silverthorne Downtown and Transit Center, followed by internal trips (trips originating and destined for areas within the North Silverthorne Zone itself). The Dillon, Frisco Commercial and Frisco with Main Street analysis zones were also top destinations from this origin. The top five trip destinations and the corresponding number of average daily trips originating from the North Silverthorne zone, split by day type, are displayed in **Figure 2**. **Figure 3** displays a map of the weekday trip patterns from this origin.

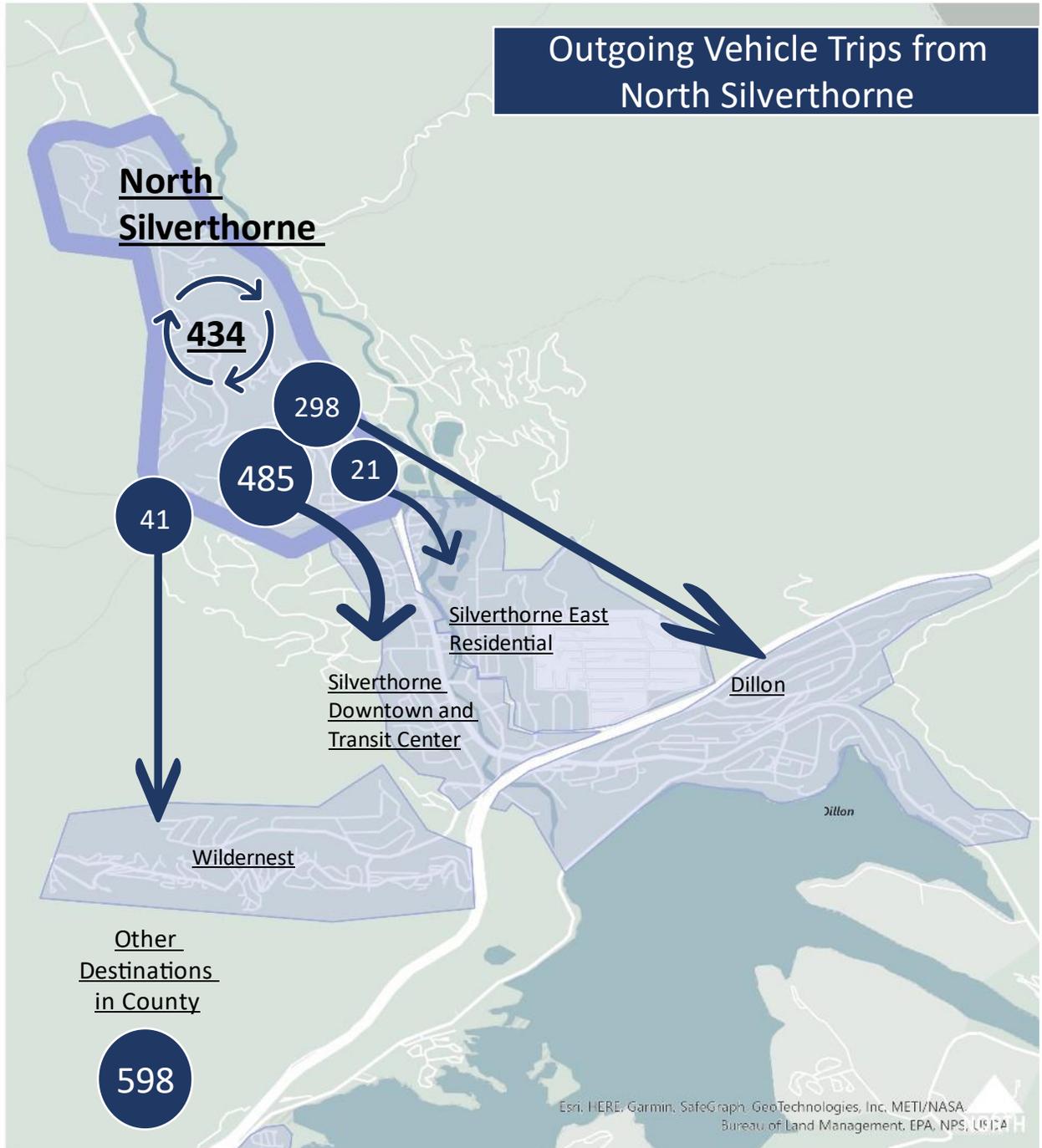
Figure 2: Where are trips from North Silverthorne going?



Source: StreetLight Data, May 2021 – April 2022, All Hours



Figure 3: North Silverthorne Zone Outgoing Trips Map



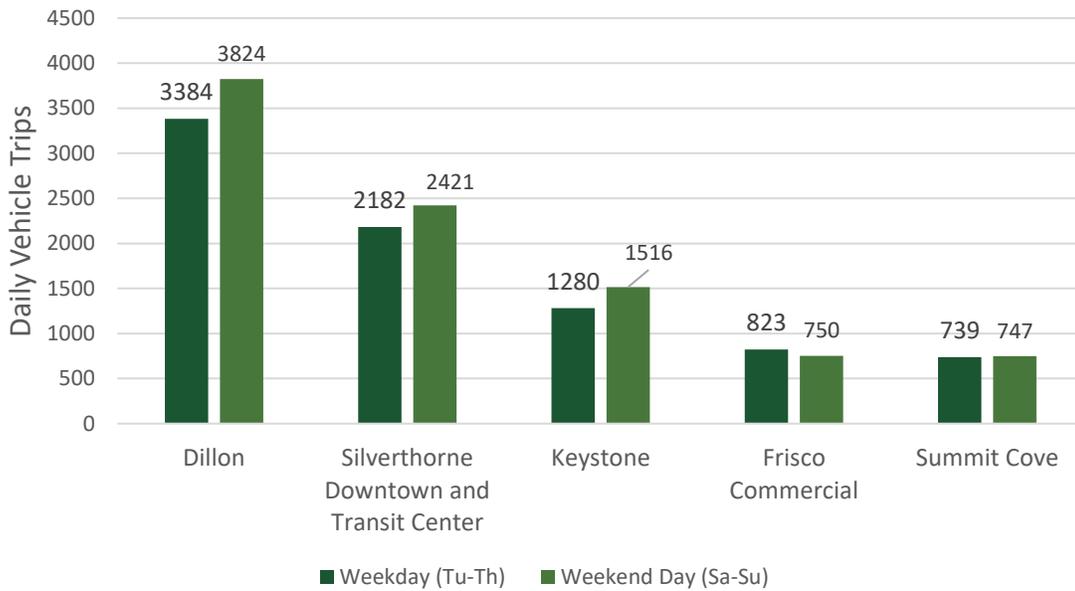
Source: StreetLight Data, May 2021 – April 2022, All Hours, Weekdays



Dillon

The Dillon Zone encompasses the entire Town of Dillon. The highest number of trips in the Dillon zone started and ended within the zone boundaries (**Figure 4**). The next highest zone traveled to from Dillon was the Silverthorne Downtown and Transit Center followed by Keystone, Frisco Commercial and Summit Cove zones. Average weekday trips originating from the Dillon analysis zone are also visualized in **Figure 5**.

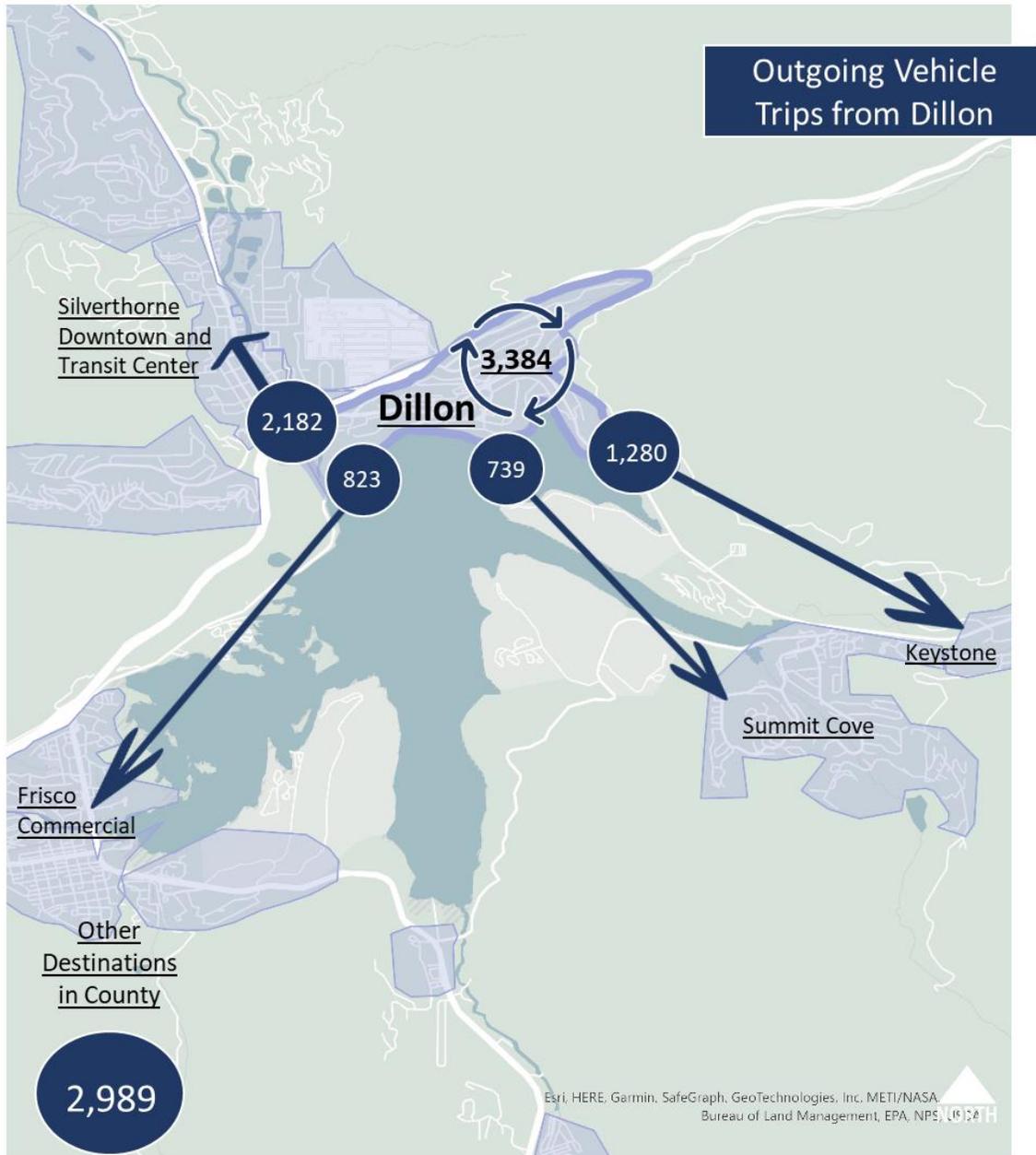
Figure 4: Where are trips from Dillon going?



Source: StreetLight Data, May 2021 – April 2022, All Hours



Figure 5: Dillon Zone Outgoing Trips Map



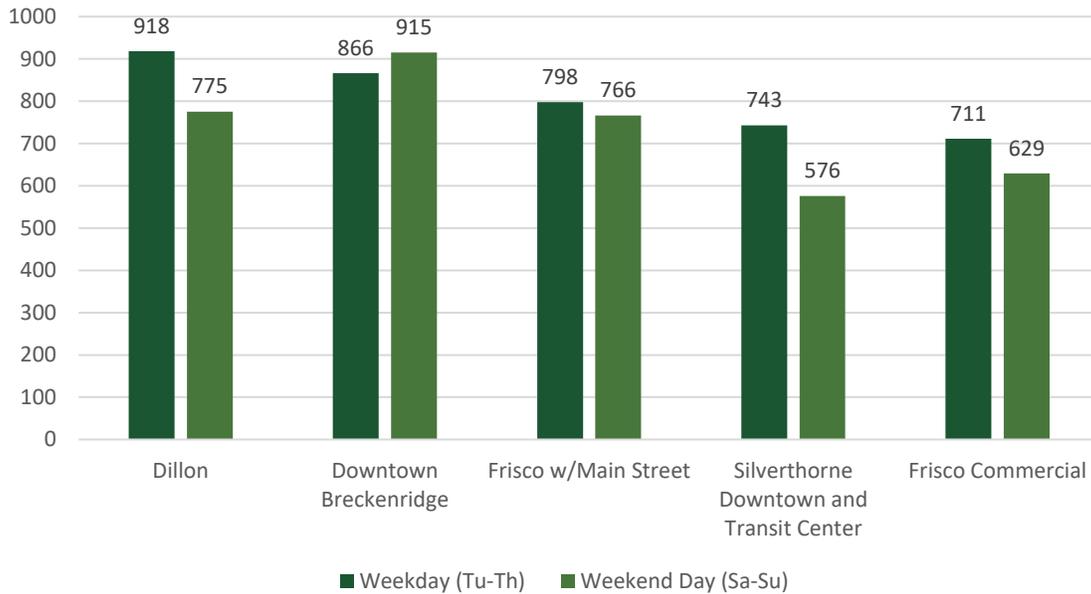
Source: StreetLight Data, May 2021 – April 2022, All Hours, Weekdays



Frisco Commercial

The Frisco Commercial zone includes the northern portion of Downtown Frisco and the Frisco Transit Center. The top zone destinations of trips originating in this zone were to Dillon, Downtown Breckenridge, Frisco w/main street, Silverthorne Downtown and Transit Center and within the zone itself shown in **Figure 6** and **Figure 7**.

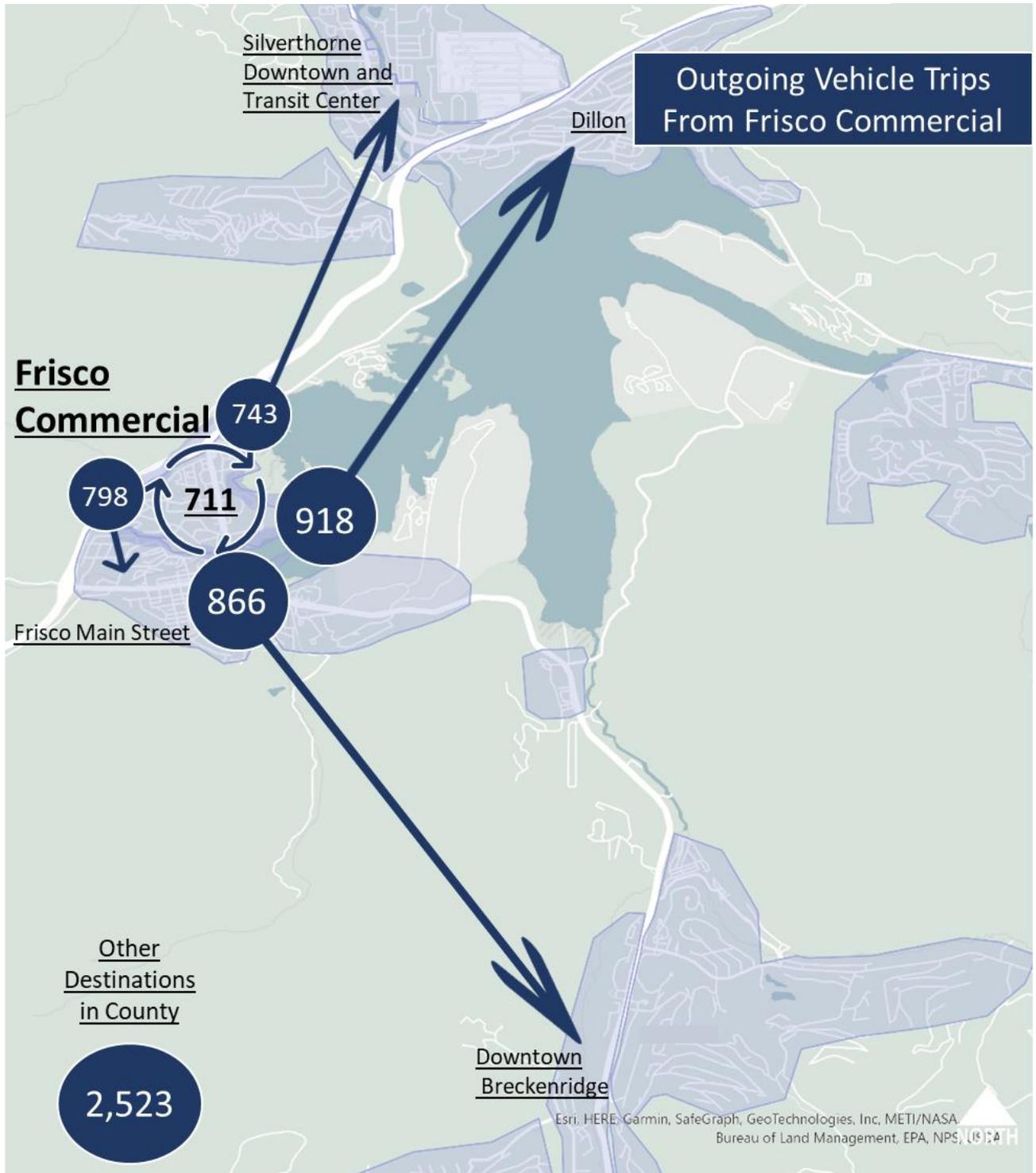
Figure 6: Where are trips from Frisco Commercial going?



Source: StreetLight Data, May 2021 – April 2022, All Hours



Figure 7: Frisco Commercial Zone Outgoing Trips Map



Source: StreetLight Data, May 2021 – April 2022, All Hours, Weekdays



Frisco Main Street

The Frisco Main Street zone is the southern portion of Frisco that includes residential areas, Main Street, and the Frisco Bay Marina. Trips originating in this zone followed a similar pattern to the Frisco Commercial zone with the highest number of trips going to the adjacent Frisco Commercial zone, followed by internal zone trips, Downtown Breckenridge, Dillon, and the Silverthorne Downtown and Transit Center zones shown in **Figure 8** and **Figure 9**.

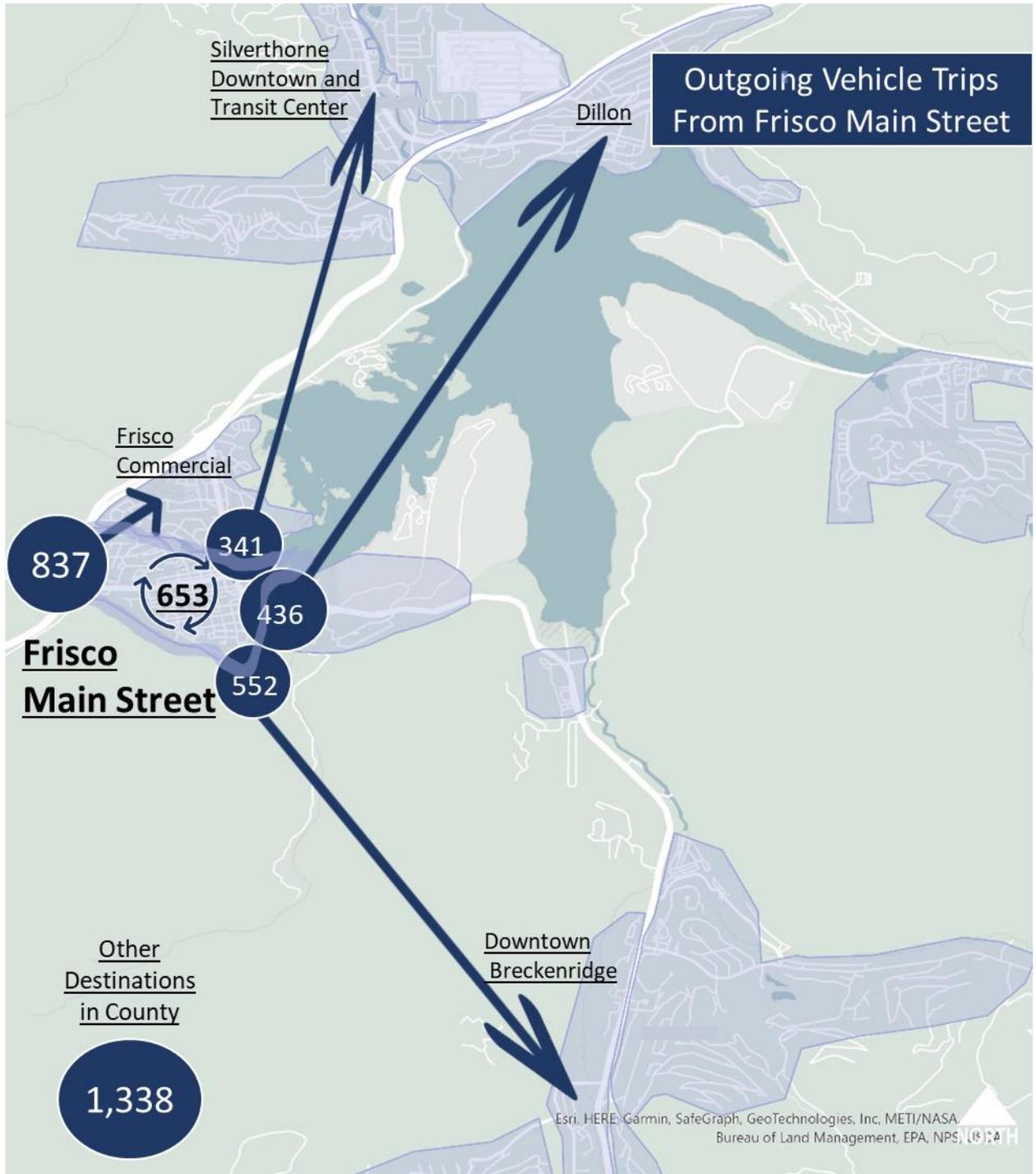
Figure 8: Where are trips from Frisco Main Street going?



Source: StreetLight Data, May 2021 – April 2022, All Hours



Figure 9: Frisco Main Street Zone Outgoing Trips Map



Source: StreetLight Data, May 2021 – April 2022, All Hours, Weekdays



Summit Cove

Summit Cove is a neighborhood in Summit County near Keystone that has one bus stop near US-6. This area has residential housing, lodging, and the Keystone Ranch Golf Course. The largest number of trips from Summit Cove traveled to Dillon, Silverthorne Downtown and Transit Center, Summit Cove, Keystone, and Summit High School shown in **Figure 10** and **Figure 11**.

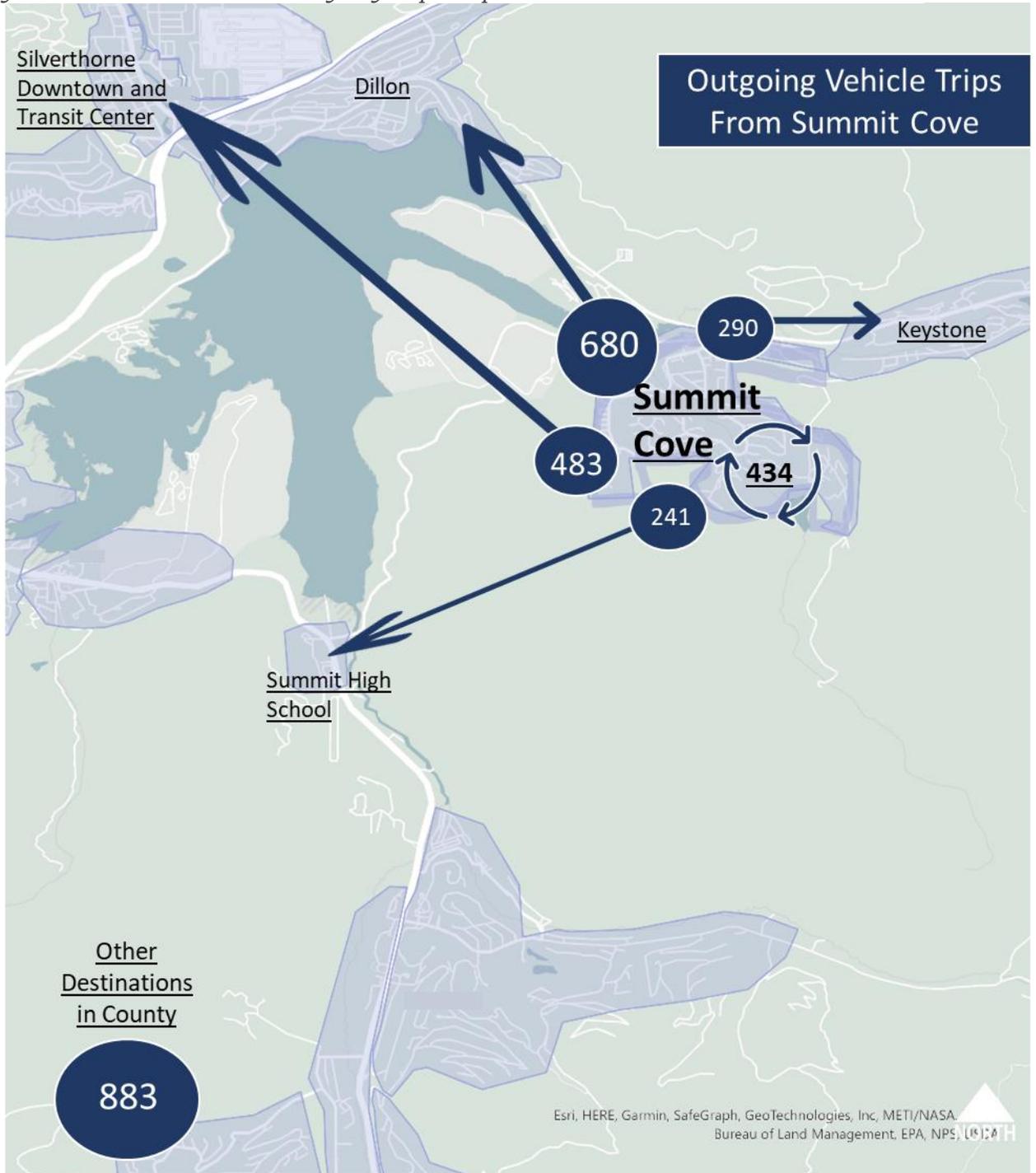
Figure 10: Where are trips from Summit Cove going?



Source: StreetLight Data, May 2021 – April 2022, All Hours



Figure 11: Summit Cove Zone Outgoing Trips Map



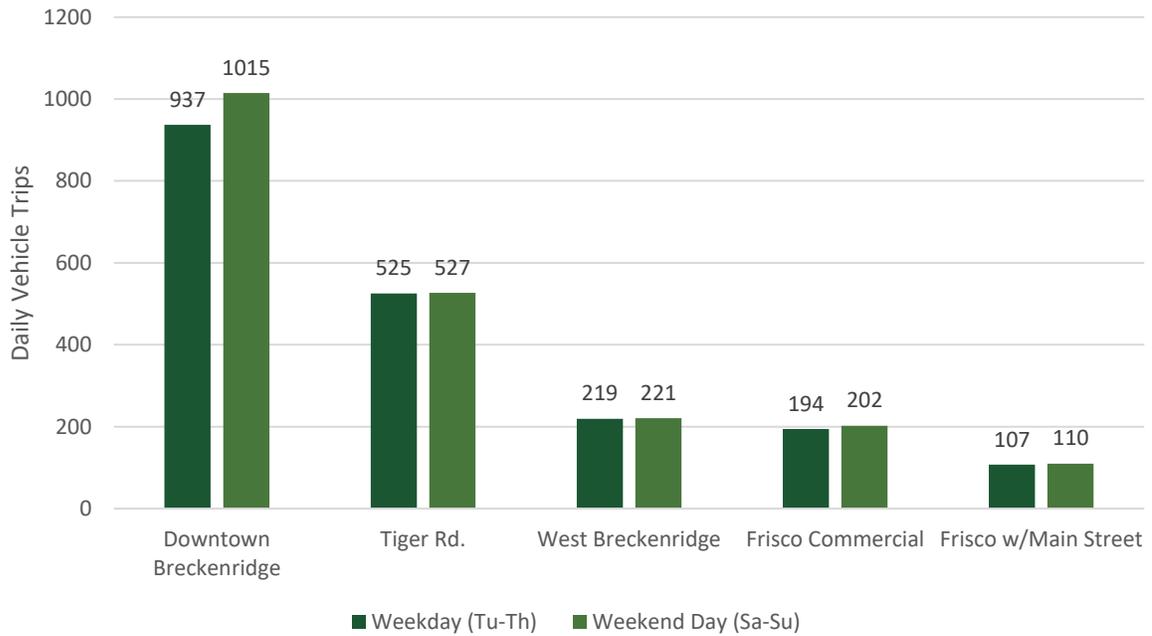
Source: StreetLight Data, May 2021 – April 2022, All Hours, Weekdays



Tiger Road

The Tiger Road zone includes Tiger Road in north Breckenridge and the residential housing to the south. The top five trip destinations from this zone traveled to Downtown Breckenridge, followed by trips within the zone, West Breckenridge, Frisco Commercial, and Frisco w/Main Street. Trips to Downtown Breckenridge comprise most trips from this zone shown in **Figure 12** and **Figure 13**.

Figure 12: Where are trips from Tiger Road going?



Source: StreetLight Data, May 2021 – April 2022, All Hours



Figure 13: Tiger Road Zone Outgoing Trips Map



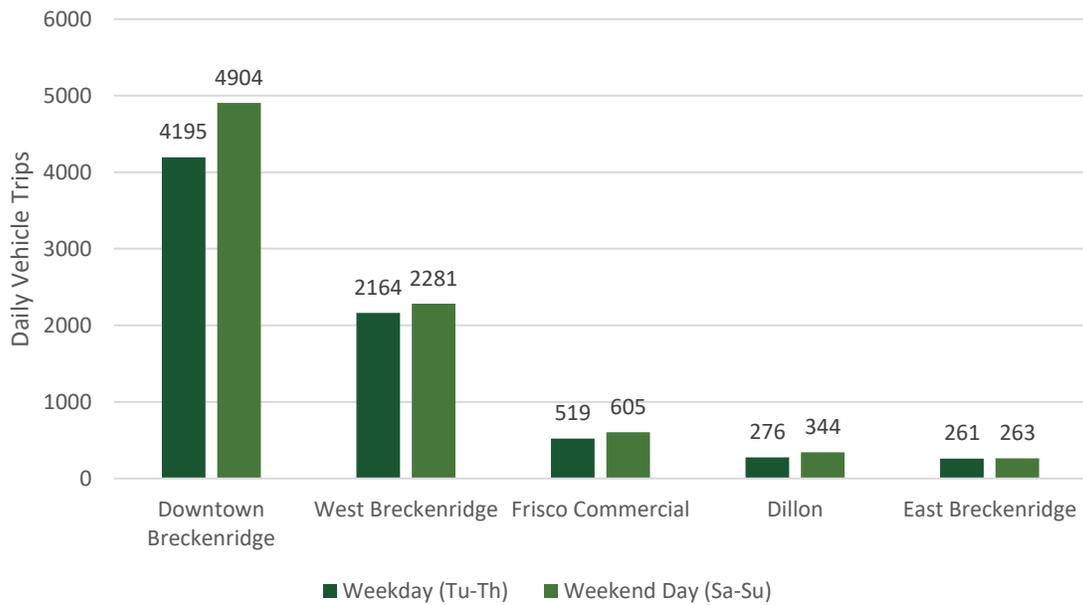
Source: StreetLight Data, May 2021 – April 2022, All Hours, Weekdays



West Breckenridge (Peak 7)

The West Breckenridge Zone consists of residential housing, lodging, and connections to ski access points. The majority of trips in this zone traveled to the nearest zone – Downtown Breckenridge. The next zones with the highest amount of trips originating from here were internal trips, Frisco Commercial, Dillon, and East Breckenridge zones shown in **Figure 14** and **Figure 15**.

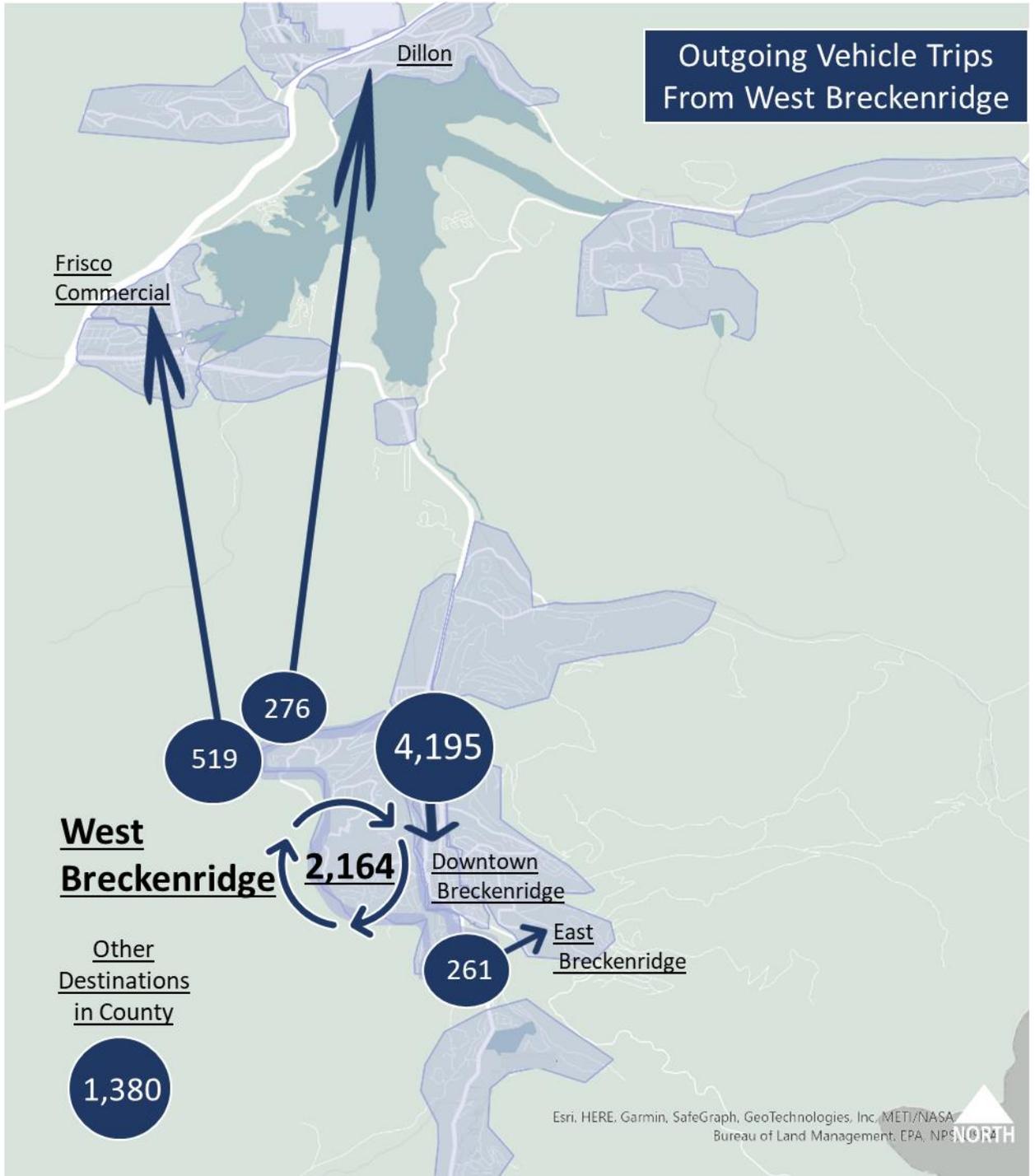
Figure 14 Where are trips from West Breckenridge (Peak 7) going?



Source: StreetLight Data, May 2021 – April 2022, All Hours



Figure 15: West Breckenridge Zone Outgoing Trips Map



Source: StreetLight Data, May 2021 – April 2022, All Hours, Weekdays

Summary of All Zones

The following matrix shows the relationship of trips to/from all 17 zones including average daily trips and average weekday trips shown in **Figure 16** and **Figure 17**. The largest volumes of average daily trips occurred within or between the following zones:

- Internal Downtown Breckenridge
- Downtown Breckenridge to West Breckenridge (Peak 7 area)
- Internal Dillon
- Internal Keystone
- Silverthorne Downtown to Dillon
- Internal Silverthorne

Figure 16: Origin-Destination Matrix - Average Daily Trips (green highlighting indicates higher volumes)

Origins	Destinations																	Grand Total	
	Blue River	Dillon	Downtown Breckenridge	East Breckenridge	Frisco Adventure Park	Frisco Commercial	Frisco w/Main Street	Keystone	Montezuma	North Silverthorne	Silverthorne Downtown and Transit Center	Silverthorne East Residential	Summit Cove	School	Tiger Rd.	West Breckenridge	Wilderness		
Blue River	275	50	847	59	27	95	38	25	0	2	45	5	14	37	27	179	6	1731	
Dillon	54	3619	534	108	120	831	419	1401	4	325	2294	258	752	134	112	289	767	12021	
Downtown Breckenridge	872	586	6772	1586	185	992	504	387	1	78	403	35	215	179	989	4576	171	18531	
East Breckenridge	64	108	1453	599	75	202	117	29	0	10	106	8	28	120	100	271	10	3300	
Frisco Adventure Park	22	158	181	59	120	304	154	29	0	25	123	18	42	37	24	68	41	1405	
Frisco Commercial	113	896	914	215	237	705	800	227	1	150	711	88	197	146	230	592	274	6496	
Frisco w/Main Street	37	458	565	110	142	869	711	143	0	82	333	49	113	87	106	270	132	4207	
Keystone	21	1379	411	22	38	195	140	3468	17	43	527	37	304	41	36	115	130	6924	
Montezuma		3	1	0	0	0	0	17	2		1	0	2		0	0	0	26	
North Silverthorne	4	311	82	11	36	146	90	52			427	512	22	40	41	9	27	43	1853
Silverthorne Downtown and Transit Center	49	2342	440	109	110	760	344	490	1	536	2323	285	450	134	96	251	763	9483	
Silverthorne East Residential	4	226	38	6	26	83	50	50	0	25	249	138	24	55	3	8	39	1024	
Summit Cove	13	705	210	23	52	179	121	308	2	40	483	20	460	176	22	74	64	2952	
School	28	137	240	94	53	250	95	32		35	138	41	119	125	43	92	38	1560	
Tiger Rd.	23	109	981	89	32	204	108	40		11	89	5	22	55	540	225	13	2546	
West Breckenridge	190	308	4510	265	92	574	260	123	0	30	215	11	69	110	229	2276	39	9301	
Wilderness	7	689	199	10	46	238	153	158		48	759	38	70	78	12	41	509	3055	
Grand Total	1776	12084	18378	3365	1391	6627	4104	6979	28	1867	9311	1058	2921	1555	2578	9354	3039	86415	



Figure 17: Origin-Destination Matrix - Average Weekday Trips (green highlighting indicates higher volumes)

Origins	Destinations																			Grand Total
	Blue River	Dillon	Downtown Breckenridge	East Breckenridge	Frisco Adventure Park	Frisco Commercial	Frisco w/Main Street	Keystone	Montezuma	North Silverthorne	Silverthorne Downtown and Transit Center	Silverthorne East Residential	Summit Cove	Summit High School	Tiger Rd.	West Breckenridge	Wilderness			
Blue River	283	46	802	62	30	90	39	27			2	40	4	11	49	30	186	7	1708	
Dillon	53	3384	494	105	129	823	403	1280		5	307	2182	240	739	176	103	263	711	11397	
Downtown Breckenridge	834	549	6412	1606	202	909	477	355		0	76	394	42	234	211	945	4312	158	17716	
East Breckenridge	66	101	1435	591	88	212	141	28		0	11	99	8	31	165	103	268	11	3358	
Frisco Adventure Park	20	175	203	72	127	332	156	25		0	35	146	23	51	48	24	69	44	1550	
Frisco Commercial	108	918	866	219	252	711	798	209		1	166	743	101	225	191	229	546	276	6559	
Frisco w/Main Street	37	436	552	132	141	837	653	131		0	95	341	53	122	115	109	281	122	4157	
Keystone	24	1219	386	23	34	175	128	3111		19	41	480	37	278	54	34	104	116	6263	
Montezuma		2	0	0		0	0	20		1		1	0	3					27	
North Silverthorne	3	298	73	14	53	172	94	49			434	485	21	49	57	8	26	41	1877	
Silverthorne Downtown and Transit Center	52	2218	426	103	127	782	351	455		1	540	2266	266	454	174	93	227	708	9243	
Silverthorne East Residential	3	206	42	5	34	89	52	55		0	21	226	133	22	78	3	9	33	1011	
Summit Cove	13	680	216	26	57	206	119	290		2	45	483	20	434	241	23	89	67	3011	
Summit High School	35	186	291	126	69	342	123	44			50	185	55	152	166	58	116	53	2051	
Tiger Rd.	25	94	937	84	33	194	107	33			8	92	5	20	73	525	219	14	2463	
West Breckenridge	195	276	4195	261	91	519	259	111		0	26	200	9	80	146	225	2164	38	8795	
Wilderness	6	619	183	10	53	249	138	142			41	694	36	73	111	12	40	496	2903	
Grand Total	1757	11407	17513	3439	1520	6642	4038	6365		29	1898	9057	1053	2978	2055	2524	8919	2895	84089	

Transit Access Assessment

The primary goal of the transit access assessment is to visualize the geographic coverage of existing services from Summit Stage, Breckenridge Free Ride and the Keystone Resort shuttles to identify where coverage gaps exist. This information will help determine which key areas need more first/last mile service and may be potential candidates for microtransit zones. To determine what areas are lacking sufficient transit access, a 1/8th of a mile buffer distance to bus stops on the road network was applied for spatial analysis.

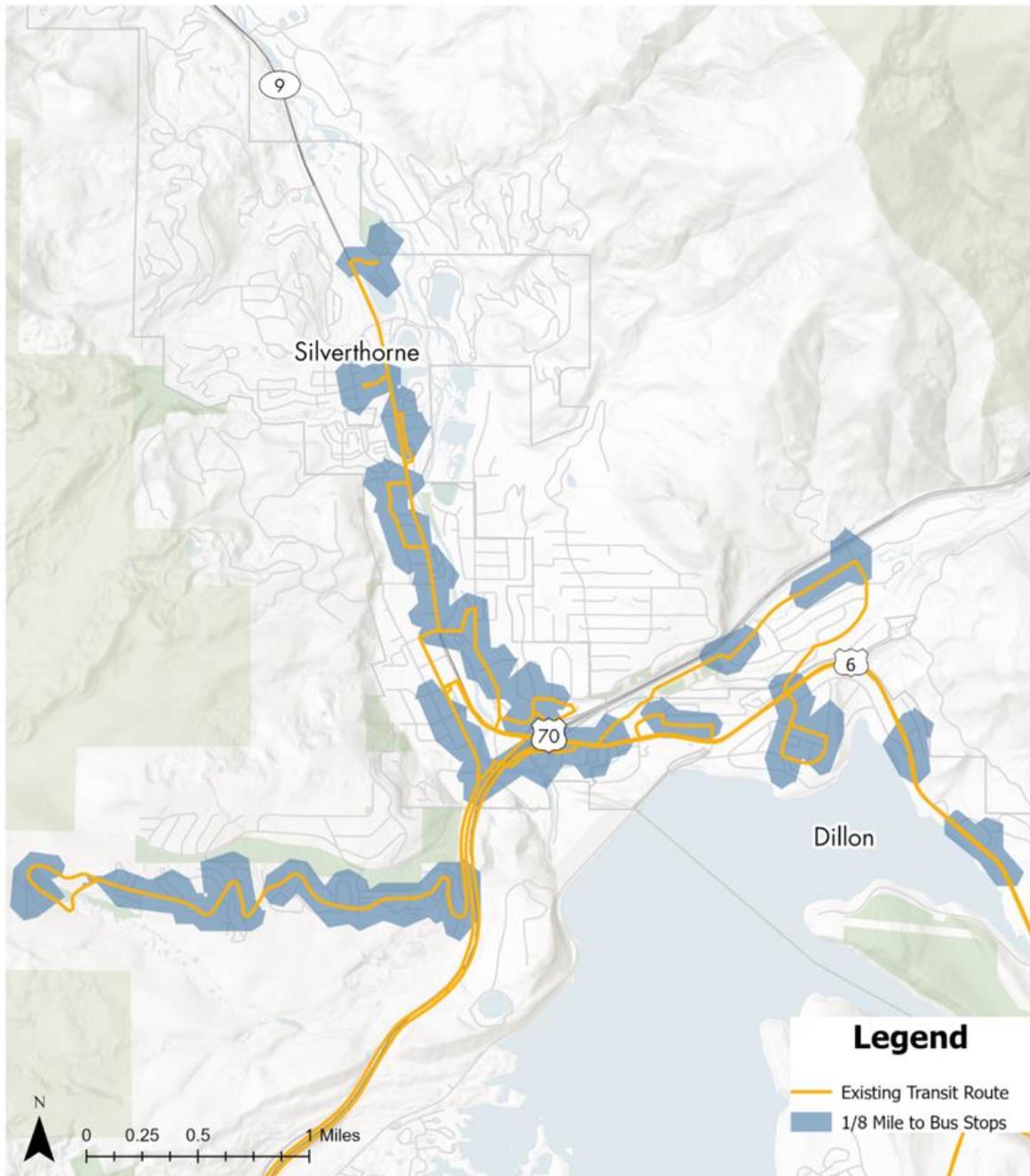
Transit Access in Silverthorne/Dillon

This region generally has extensive transit coverage for key origins and destinations, as well as Wildernest. However, there are transit access gaps in the upper Dillon Valley, North Silverthorne, and other less dense neighborhoods of Silverthorne. Additionally, in Silverthorne about 6% of the population living in census tract one of Summit County have an income below the poverty level. This number increases to 10% in the Dillon area (census tract two of Summit County). Income can be a significant factor in determining whether individuals will choose to ride transit or not, and providing sufficient transit to those with lower incomes can increase access to key destinations.

Figure 18 depicts the areas within 1/8th mile of an existing bus stop in Silverthorne and Dillon.



Figure 18: Transit Access - Silverthorne/Dillon

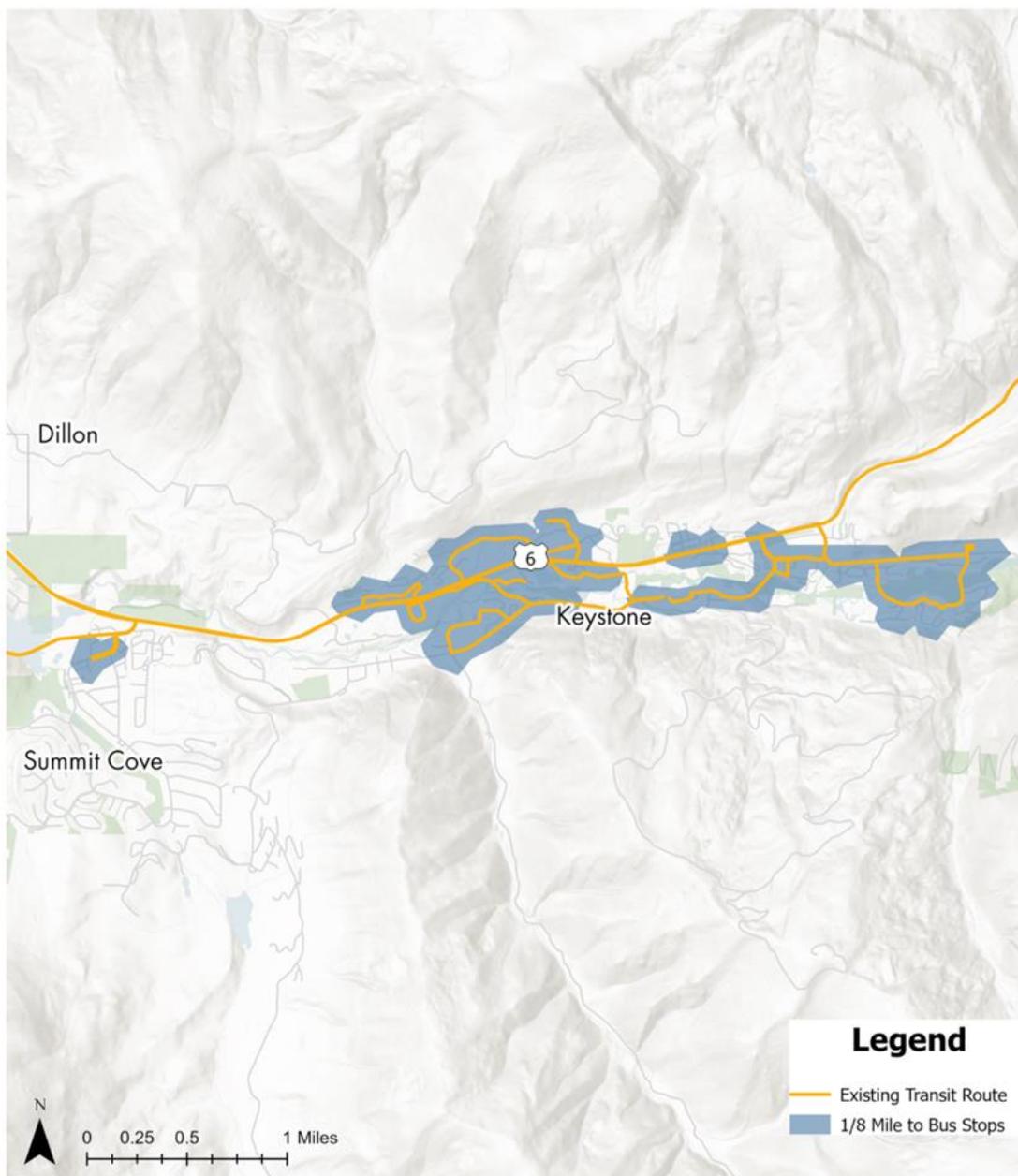




Keystone/Summit Cove

Keystone has excellent transit coverage, mostly due to the seasonal resort shuttles. In Summit Cove, however, there is a significant lack of transit coverage (**Figure 19**). Summit Cove residents will likely depend on a personal vehicle or shared ride to get to desired destinations. Summit Cove has also previously been identified as an area that is difficult to serve by existing transit.

Figure 19: Transit Access – Keystone/Summit Cove





Frisco/North Breckenridge

The transit network prioritizes service along key commercial corridors, but this results in some coverage gaps within residential areas, especially in denser Frisco communities shown in **Figure 20**. This area is in census tract three of Summit County and has 10.3% of the population living with a disability, which is the highest out of all transit accessibility locations analyzed in Summit County, highlighting the need for accessible public transportation in this area.

Figure 20: Transit Access – Frisco/North Breckenridge

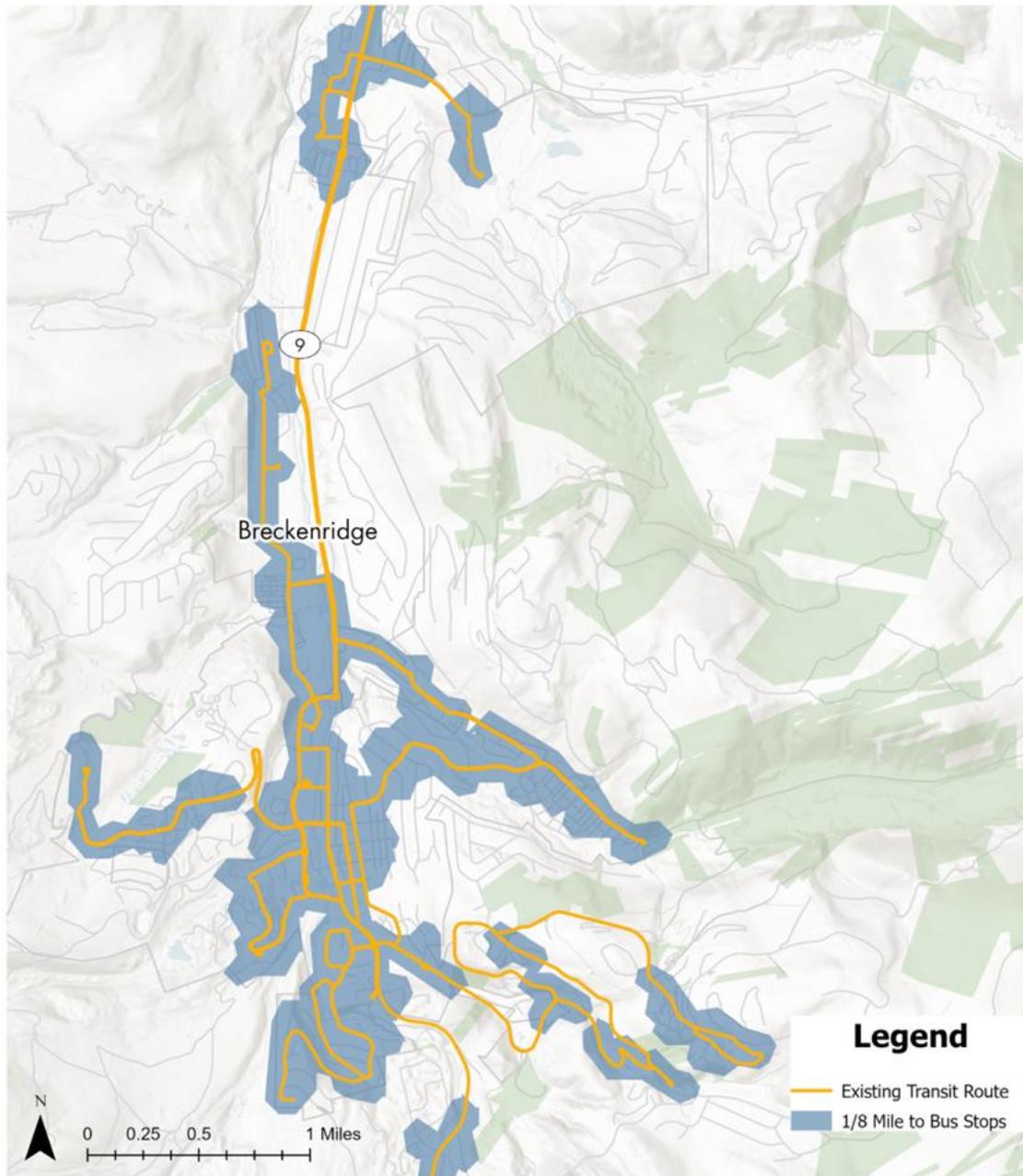




Breckenridge

Most of Breckenridge has excellent transit coverage provided by Summit Stage and Breckenridge Free Ride. The few areas that are outside of 1/8 mile of a bus stop are in less dense residential areas along Ski Hill Road/American Way (north of Peak 7) and areas east of Highway 9 between Wellington neighborhood and Tiger Road shown in **Figure 21** .

Figure 21: Transit Access - Breckenridge

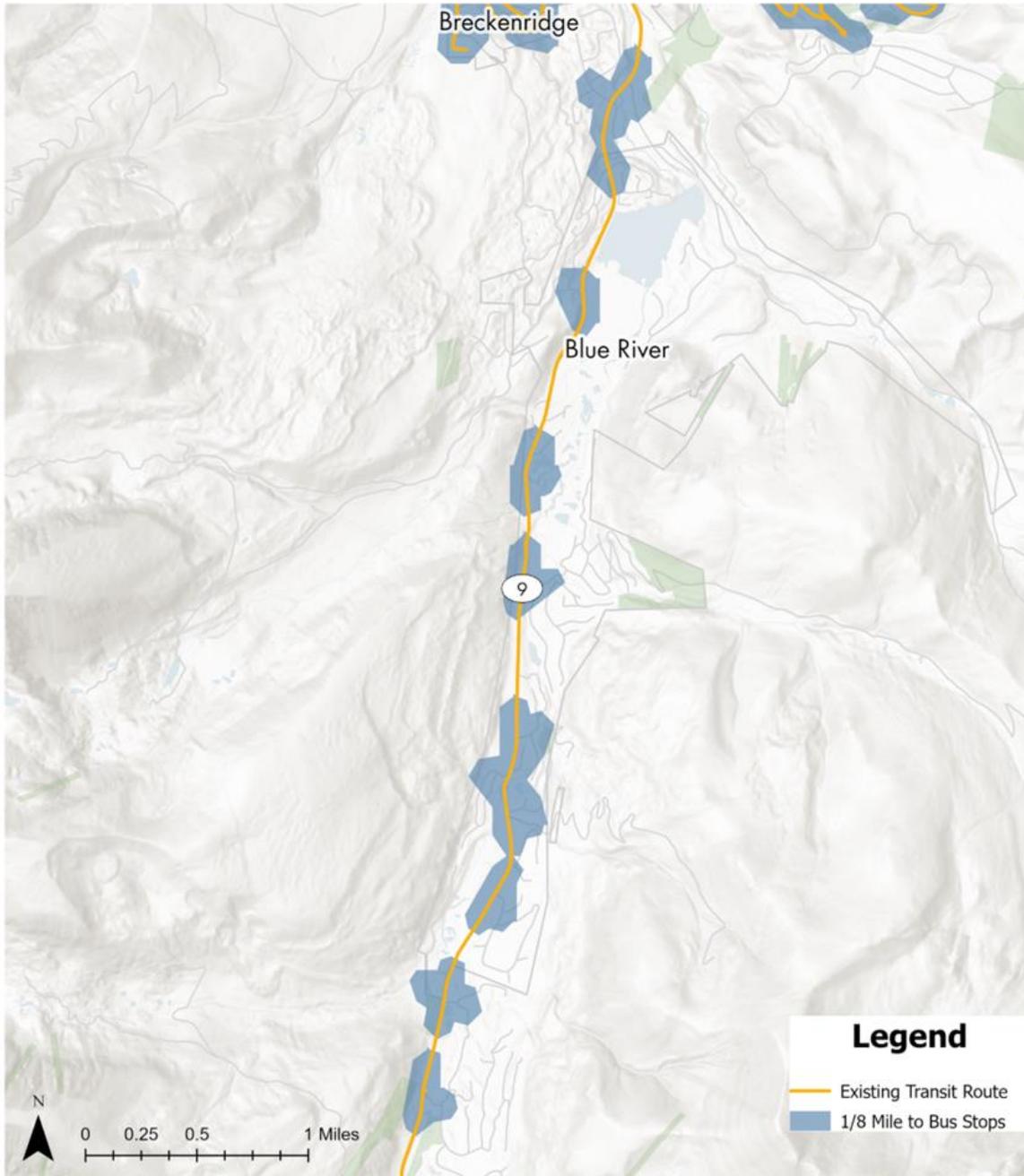




Blue River

While Summit Stage currently offers extensive coverage along Highway 9, some less densely populated residential areas around Blue River Road experience service gaps shown in **Figure 22**.

Figure 22: Transit Access -Blue River

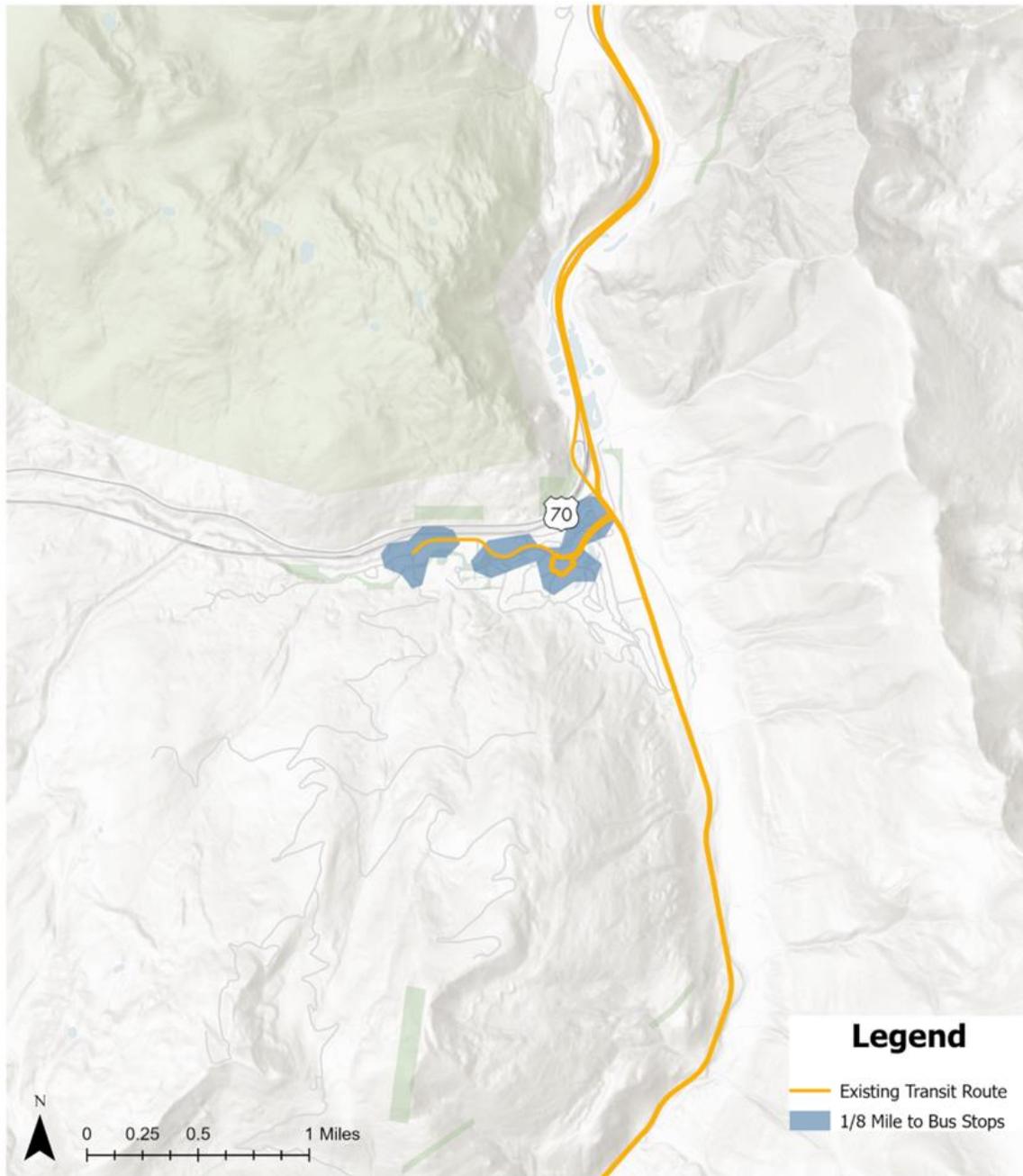




Copper Mountain

Summit Stage routes cover most of Copper Mountain, with additional connections across base villages provided by Copper's shuttles (not included in map) shown in **Figure 23**.

Figure 23: Transit Access - Copper Mountain





Community Engagement

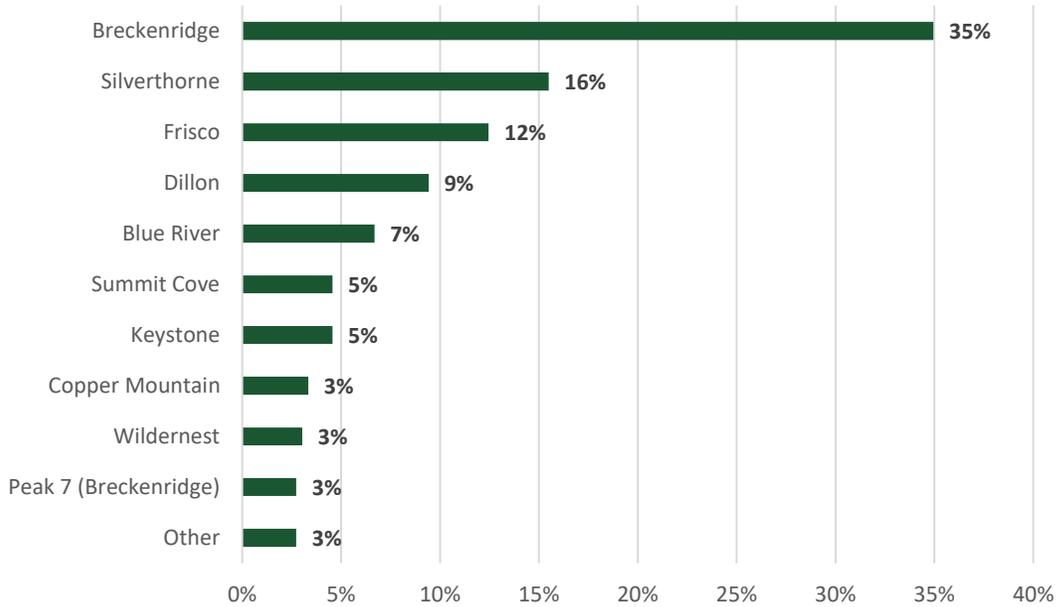
At this point in the study, multiple community engagement touchpoints have been employed, including two stakeholder group meetings, pop-up events at various transit centers, and one online survey. The survey helped understand current transit use and challenges, gauged interest in a potential on-demand service, and provided respondents a chance to interactively map desired destinations. The survey accepted responses between the beginning of September and end of October 2023. Survey respondents could choose from ten languages to complete the survey, including English and Spanish among others. The survey received 378 total responses, which is a relatively high response rate for a survey of this type when compared against other similar communities. The input from this survey is described below.

Respondent Demographics

Respondents to the online survey were presented with questions to describe their affiliation with Summit County, residence within the County, access to a car, age, race/ethnicity, and residential building type. The questions about access to a car, age, race/ethnicity, and residential building type were optional questions. These questions were asked to ensure that the survey reached a representative population. 80% of respondents indicated that they live in the County, while 10% indicated that they own a vacation home in Summit County. The remainder of the respondents go to work, school, access services, or recreate in the County. Those who live in Summit County were asked to indicate where specifically they reside, and the largest portion of respondents indicated they reside in Breckenridge (35%), followed by those who reside in Silverthorne (16%), and then those who live in Frisco (12%) (**Figure 24**). It should be noted that for many of those who answered “other” as their residence in Summit County were mostly in unincorporated areas either outside of Silverthorne or Breckenridge.

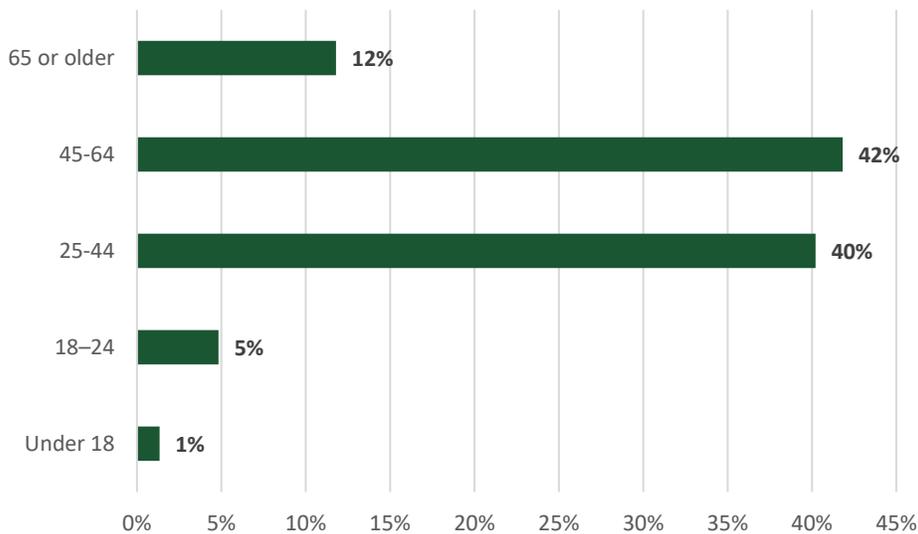


Figure 24: If you are a Summit County resident, which town/community do you reside in?



When asked about access to a car, 79% of respondents indicated they do have access to a car, and some respondents clarified in open-ended comments that they either share a car with another member of their family or would prefer to utilize public transportation instead of driving their car. Most respondents were between the ages of 25 and 64, but there were responses from people younger than 24 and those who are 65 and older (**Figure 25**).

Figure 25: What is your age?

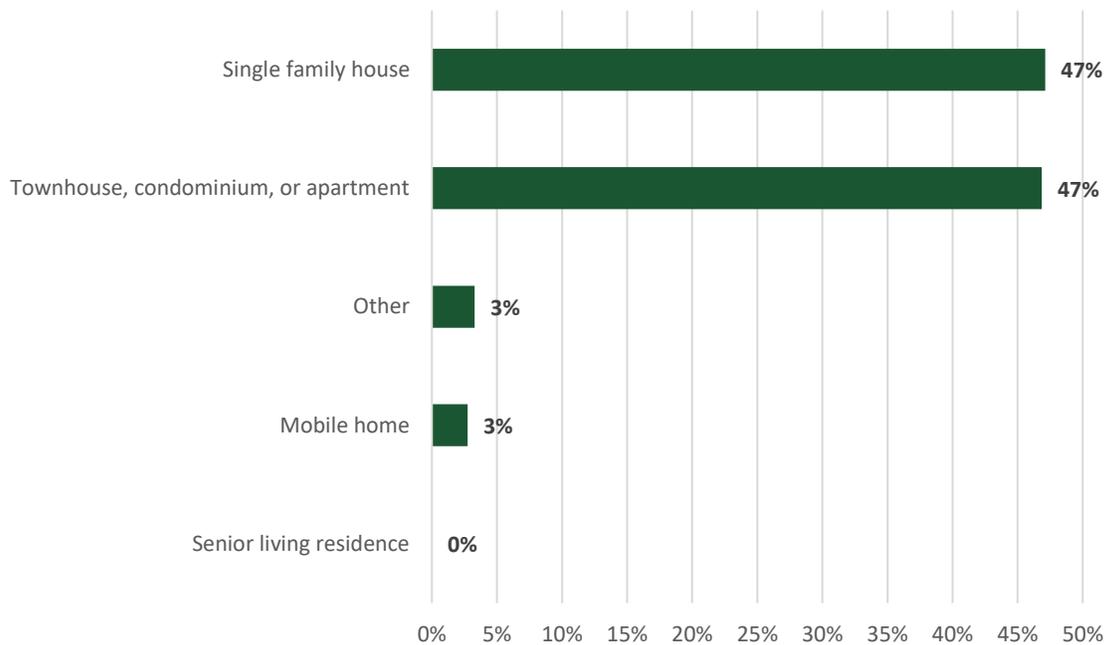




Furthermore, 79% of respondent identify as white, and 13% of respondents identify as Hispanic or Latino. These are both demographic statistics that are in line with the Summit County community profile, as there are 80% of people in Summit County who identify as “White Alone, not Hispanic or Latino” and 15% of people in Summit County who identify as “Hispanic or Latino”, according to the U.S Census.

Finally, most survey respondents reside in a single-family house, townhouse, condominium, or apartment (**Figure 26**).

Figure 26: What best describes the building you live in?



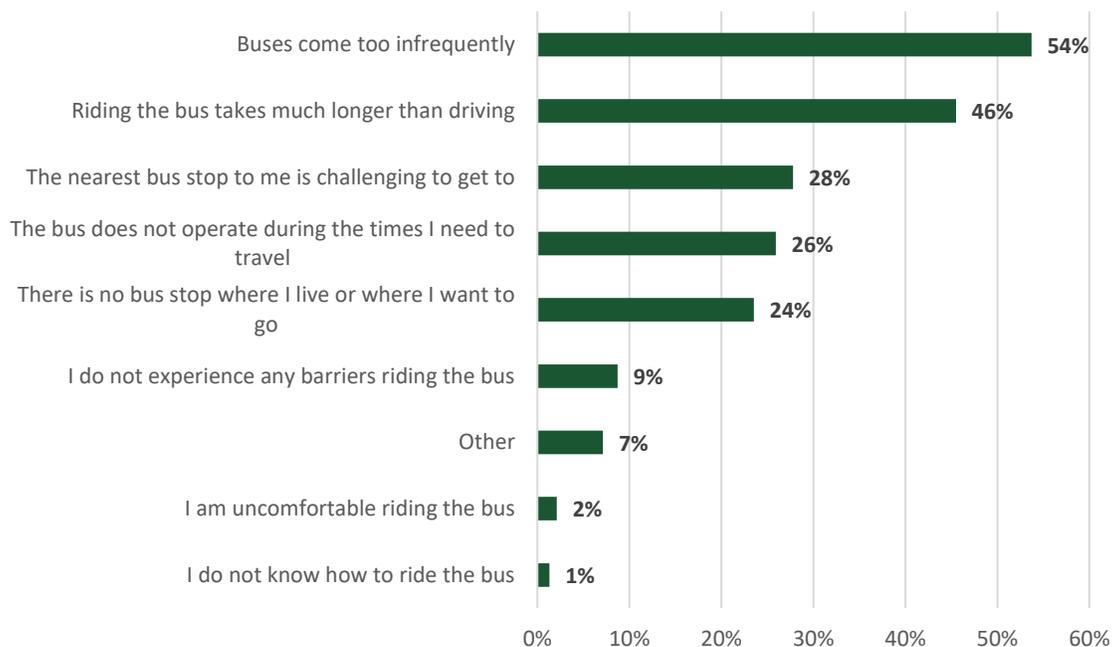
Use and Challenges of Existing Transit

Survey respondents were asked how frequently they use the existing Summit Stage buses, and what challenges they encounter to riding the bus. The largest portion of respondents (40%) indicated that they ride the bus less than once per week, followed by almost a quarter of respondents who said they never ride the bus. 17% of respondents indicated that they ride the bus most days, while 12% said they ride the bus a few days a week.



The expressed challenges to riding the bus are displayed in **Figure 27**. More than half of the respondents indicated that a challenge to riding the bus is the infrequency of buses, followed by the fact that riding the bus takes much longer than driving. These sentiments are supported in the open-ended comments, for which the largest portion of comments specifically noted that the existing frequency of buses needs improvement to meet their transportation needs. Other challenges that respondents expressed about riding the existing buses include challenges in getting to a bus stop and buses not operating during the times that respondents need to travel. In fact, requests for later service, whether it be on existing service or future service, were also a common theme in the open-ended comments received.

Figure 27: Whether or not you currently ride Summit Stage buses, which of the following do you see as challenges or barriers to riding the bus?

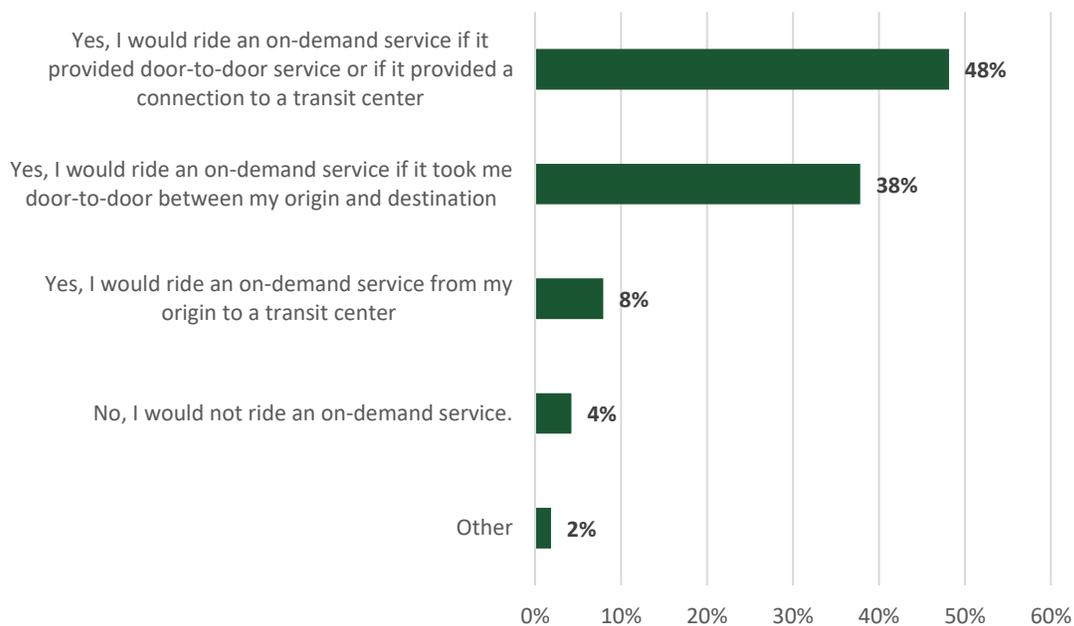




Interest in New On-Demand Service

When presented with the idea of Summit Stage potentially operating a new on-demand microtransit service, 4% of respondents indicated that they would not be interested in riding the service (**Figure 28**). 48% of respondents indicated that they would ride the new service if it provided door-to-door service or connected to a transit center, and 38% would ride if it provided door-to-door service between the rider's trip origin and trip destination.

Figure 28: If Summit Stage were to start operating a new on-demand microtransit service through an app or call-in service, would you be interested in riding this new type of service?



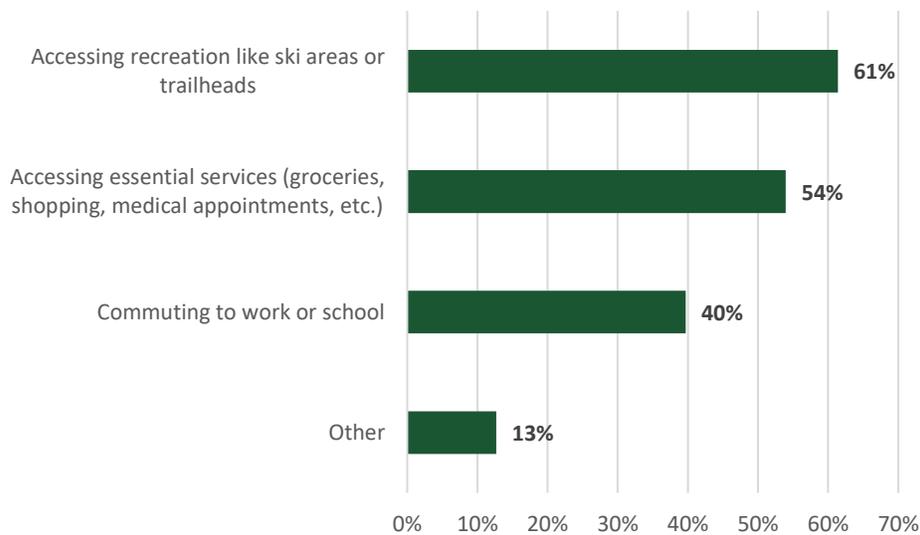
Furthermore, when asked about comfortability with different scheduling modes for the service, 58% of respondents indicated they would be comfortable with scheduling a ride using a smartphone app, while 37% indicated they would be comfortable with scheduling a ride by either using a smartphone or by calling in.

In terms of location preference for this service, the largest portion of respondents (53%) would like to see this new service in Breckenridge, followed by Frisco (41%) and Silverthorne (36%). Notably, this response pattern resembles the areas where survey respondents indicated they reside. There were also 12% of respondents that indicated "other" as their preferred location to implement the service, and the comment responses most commonly mention on-demand service in Peak 7 and on-demand service that connects different communities throughout the County (such as Breckenridge to Keystone).



When asked about trip purpose when using the potential on-demand microtransit service, the largest portion of respondents indicated they would use the service to access recreation areas, followed by those who would access essential services, and followed by those who would commute to work or school (**Figure 29**). For the 13% of respondents who indicated “other” as their response, the common themes of comments included using the service to travel to event venues, going out to dinner, and in harsher weather conditions.

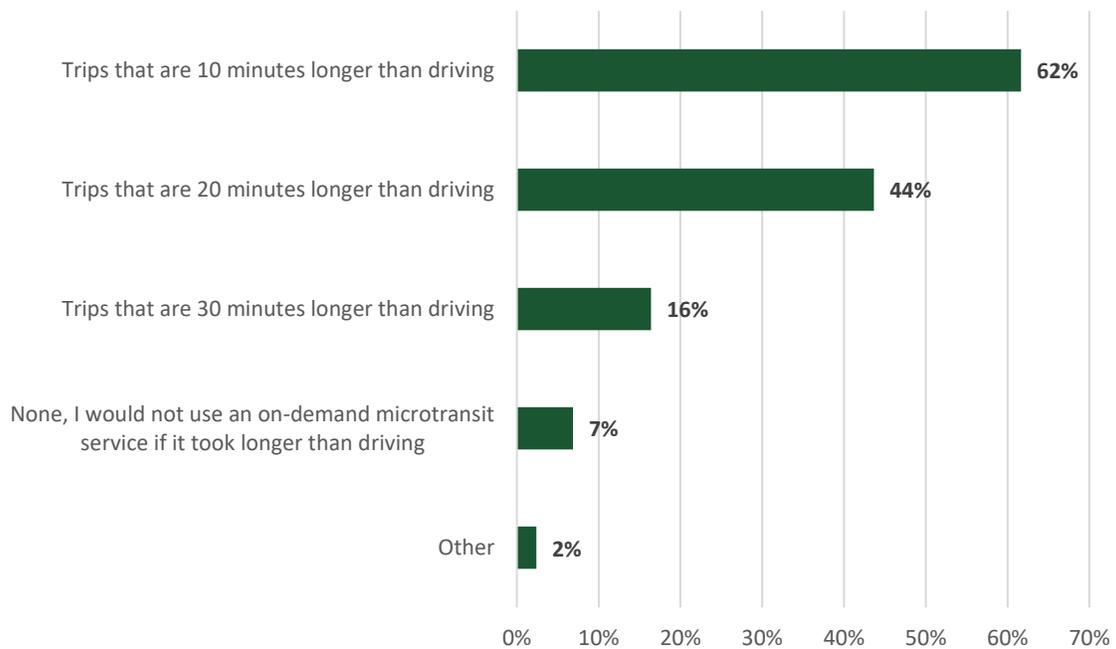
Figure 29: For what type of trips would you most likely use a new on-demand microtransit service?





Another question targeted at gauging interest for a new on-demand microtransit service asked respondents what additional amount of travel time the rider would be comfortable with if riding on-demand microtransit service took longer than driving but less time than taking the Summit Stage bus. 7% of respondents indicated they would not take the service if it took longer than driving, and the largest portion of respondents said they would be comfortable with trips that are ten minutes longer than driving (**Figure 30**). There was also a significant portion of respondents comfortable with trips twenty minutes longer than driving.

Figure 30: If a ride on an on-demand microtransit service took longer than driving but less time than taking the Summit Stage bus, what additional amount of travel time would you be comfortable with?

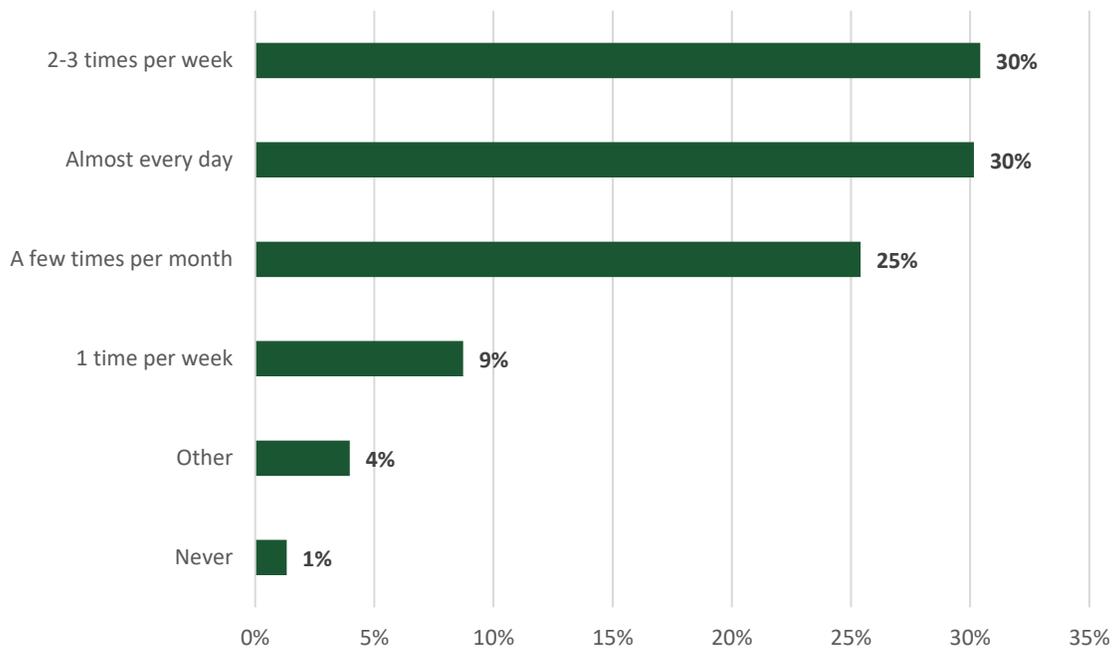




Preference of New On-Demand Service Characteristics

The survey also asked about the preferred microtransit service characteristics riders would like to see, including price and service hours. When asked how often they would ride the service if it cost two dollars per ride, the largest portion of respondents (37%) indicated they would ride a few times per month, 12% said they would ride it almost every day, and 6% said they would never ride it. When asked how often they would ride the service if it was free, 60% of respondents indicated they would either ride almost every day or two to three times per week (**Figure 31**). Those who responded with "other" to either question about service cost emphasized the need for it to be free while also being reliable and quick.

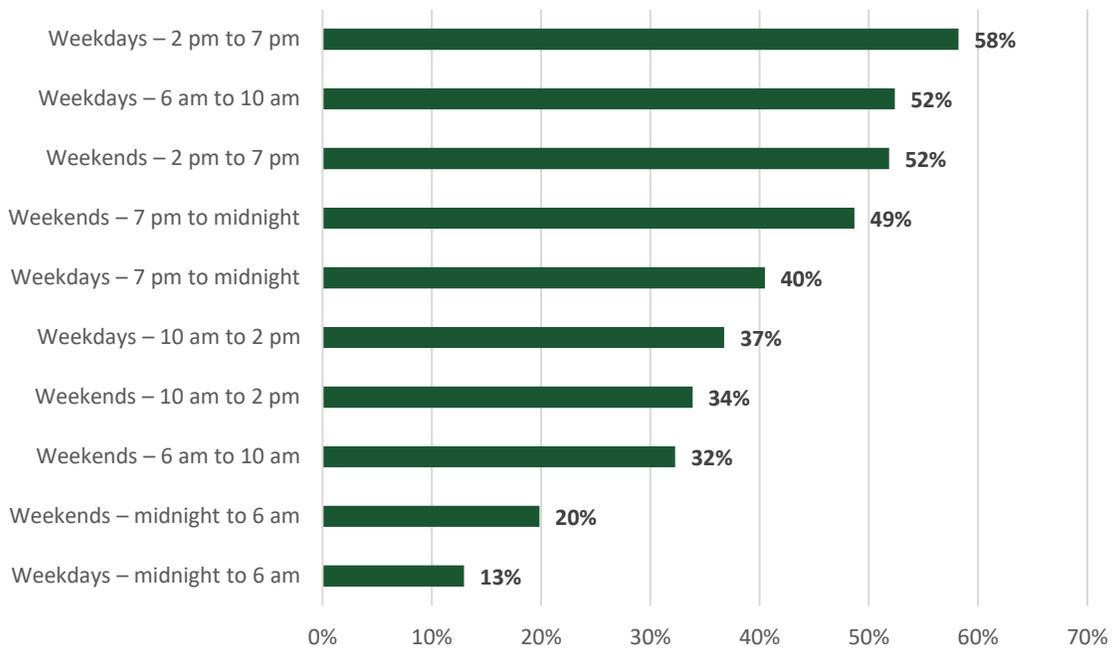
Figure 31: If an on-demand microtransit service was free, how often would you ride?





Furthermore, the survey asked what days and times of day respondents would likely use the service. The top responses, as seen in **Figure 32**, include riding the service on weekdays during peak traffic hours (6AM to 10AM and 2PM to 7PM), followed by weekend afternoons and evenings (2PM to midnight). These service characteristics help with planning the initial service, prioritizing the hours in which the public expressed a desire to ride the service. This does not mean, however, that other days of the week or times of day are less important to consider, as all riders will have different trip purposes on the service.

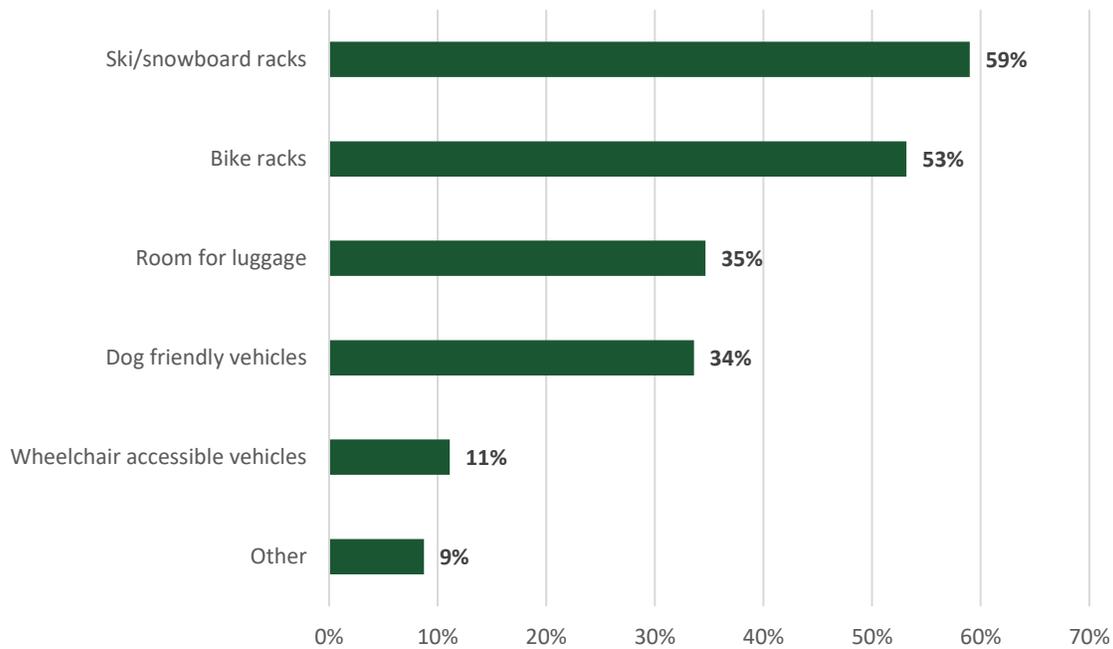
Figure 32: What days of the week and times of day are you most likely to use an on-demand microtransit service?





Another service characteristic that the survey asked about is the impact of potential amenities of the service. When asked what amenities would make survey respondents most likely to use the potential service, the largest portion of respondents indicated they would be in favor of ski/snowboard racks and bike racks (**Figure 33**).

Figure 33: What amenities would make you most likely to use a new on-demand microtransit service?



Other Comments

As referred to throughout the previous sections, survey respondents had multiple opportunities to provide general and specific open-ended responses. Toward the end of the survey, specifically, survey respondents were asked to provide any other comments about needed transit service in Summit County. Overall, common themes of these comments can be described as supportive of new on-demand service, a desire to improve frequency of existing Summit Stage buses, a desire to implement an on-demand service in the Peak 7 neighborhood, and a desire to have more direct connections to regional transportation opportunities. Other comments also included a desire for later service, direct connections between Summit County communities, and a desire to have this service focus more on local transit needs rather than visitor transit needs.



Destinations Mapping

As part of the online survey, community members had an opportunity to interact with a map of Summit County to give input on desired trip origins and trip destinations. **Figure 34** displays the origins and destinations that survey respondents provided, many of which were located in Breckenridge (again, in correlation with the high number of Breckenridge survey respondents). Within Breckenridge, many of the indicated trip origins are around the single-family homes along Blue Ridge Road and American Way in the northwestern parts of the Town. Most of the desired destinations in this area of Summit County are near commercial areas along Airport Road and Highway 9. There were also some desired destinations at Peak 7 and Peak 8.

Another concentration of trip origins and destinations is within Frisco, with many desired origins located south of Main Street, and desired destinations located near the Highway 9 and I-70 intersection.

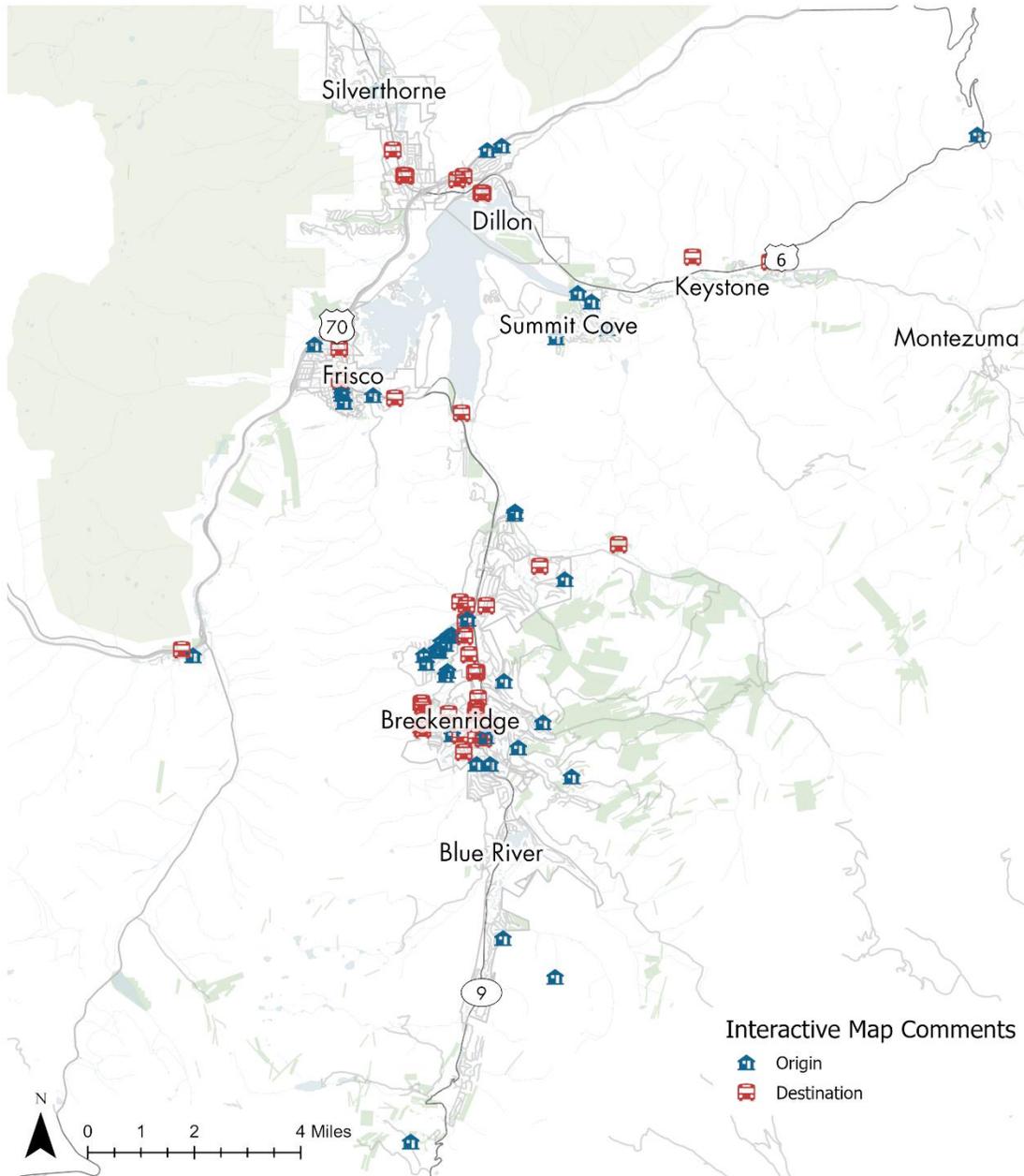
There were not many trip origins indicated within Silverthorne, but many of the desired destinations are along the commercial areas of Highway 9.

Finally, there were some notable concentrations of trip origins near Summit Cove and Blue River.



Figure 34: Interactive Map Comments: Desired Origins and Destinations

Desired Origins and Destinations





Key Takeaways of Community Engagement

Community engagement plays a vital role in envisioning future transportation options across Summit County. The key takeaways of this study's community engagement include the following:

- Top challenges with existing transit include infrequent bus schedules, trips are longer than driving, bus stops are challenging to get to, and service hours do not match the travel needs.
- Overall, there is positive support for microtransit for accessing essential services, employment, and resort areas.
- The top desired service hours are weekday peak hours and weekend afternoons/evenings.
- Breckenridge respondents were over-represented in the survey relative to County population, and the corresponding results show geographic preference for service in Breckenridge.



Potential Microtransit Zones and Evaluation

Between the peer review of other microtransit services, the existing travel patterns, the existing access to transit throughout the County, and input from the community engagement elements, the project team drafted five potential microtransit zones that could be implemented in the next five years, either in phases or all at once. This section describes how the project team developed the five potential initial zones and the results of an evaluation of the zones on a set of criteria.

Potential Initial Microtransit Zones

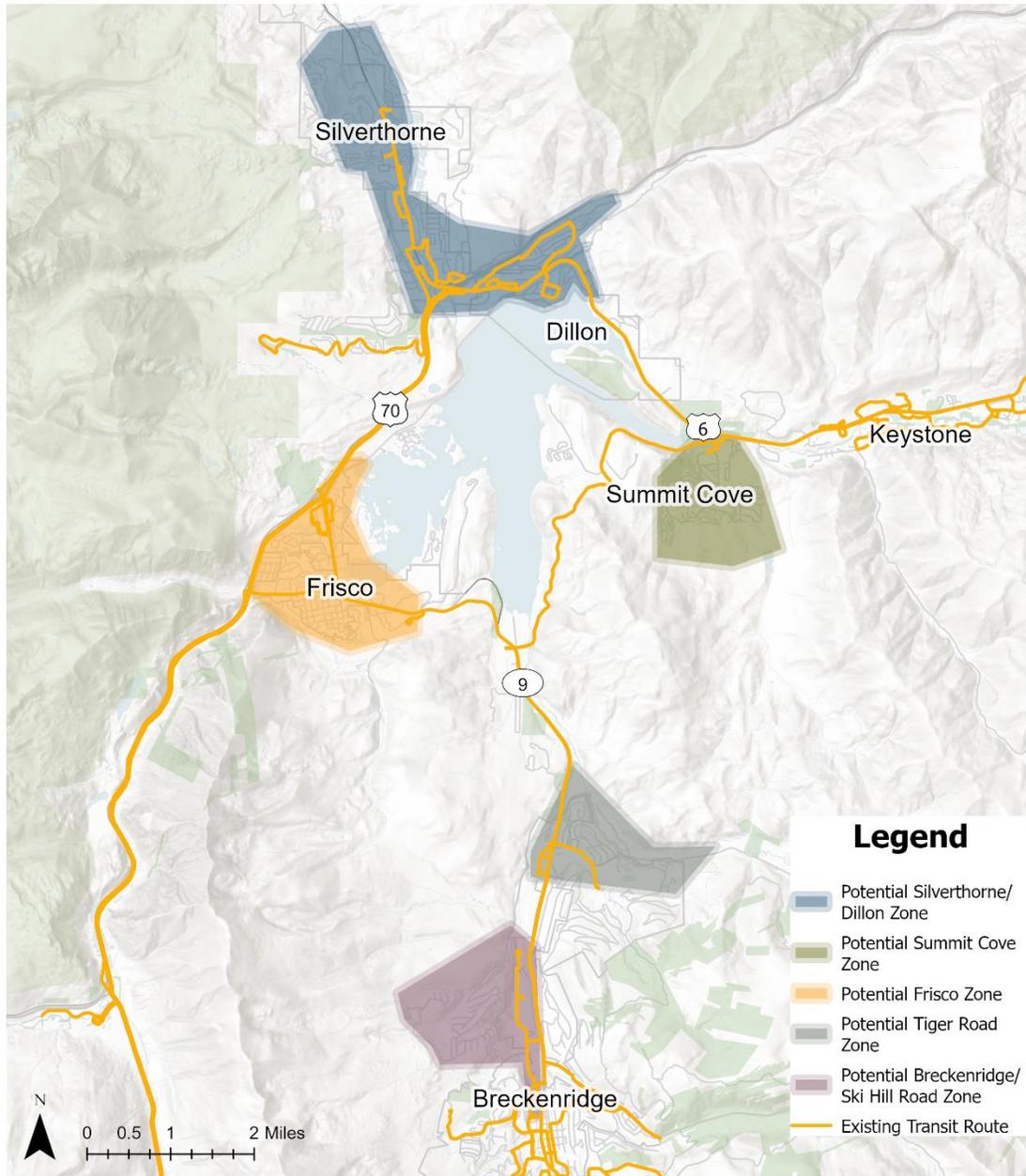
As the project began to develop potential microtransit zones, guidance from the peer review and previous planning efforts indicated that it is important to focus on areas in Summit County where new microtransit service could be successful and best achieve a wide range of community goals. As a result, the zones that were developed are identified as the initial zones. In other words, these are potential microtransit zones that could reasonably be implemented in the near- and mid-term horizon. Phase 3 (long-term) would be an appropriate timeline to consider other areas in Summit County. In general, the project team aimed to develop initial zones that:

- Have an ideal size of less than five square miles.
- Provide transportation opportunities in unserved and underserved areas, especially relative to transit-dependent populations.
- Balance the study's goals and community needs.
- Consider previous planning efforts.
- Complement and do not compete with existing transit services.
- Serve both intra-community travel and first/last mile connectivity.

The potential initial zones shown in **Figure 35** are draft, and the final zones displayed in a future phase of the study may be a subset, combination, or variation of these zones. In the current configuration, the zones would operate in a zonal fashion, where a rider can request a ride between any two points within a single zone.



Figure 35: Draft Phase 1 and Phase 2 Microtransit Zones





Evaluating the Initial Microtransit Zones

The five microtransit zones were evaluated based on a set of criteria that was informed by the travel pattern assessment, transit access assessment, community engagement, and other study goals. Each evaluation criteria, the metric it measured, and the technical details of the measurement are displayed in **Table 2**.

Table 2: Evaluation Criteria

Evaluation Criteria	Metric	Technical Details	Data Source(s)
Achieves Goals of 2021 Equity & Access Study	Number of recommendations addressed	Counts the number of location-specific recommendations that would be accomplished by each zone, in addition to recommendations that are not location-specific.	Summit Stage 2021 Equity & Access Study
Community Health Equity	Number of Census Tracts Covered with Highest Classification of CDPHE Health Equity Factors	Sums the number of factors where a census tract that is classified as the highest class for disadvantages within the County is served by each zone. Includes factors of age, disability, education, employment, income/poverty, language, and race/ethnicity.	CDPHE Community Health Equity Map
Ridership Potential	Average Estimated Weekday Riders	Estimates of microtransit ridership at full build-out of each zone.	Peer communities, travel pattern assessment
Area Not Served by Existing Summit Stage/Breck Free Ride Service	Approximate Percent of Area Not Within 1/8 Mile of Existing Bus Stops	The approximate portion of each zone that would cover an area that is <u>not</u> within 1/8 mile of an existing bus stop.	Summit Stage, Keystone Resort
Total Operational Cost	Annual Operating Cost	Estimates of annual operating cost at full build-out of each zone.	Peer communities
Cost Per Passenger	Annual Operating Cost Divided by Annual Ridership	Estimates of agency's cost per passenger by dividing total operational cost by ridership estimates.	N/A
Public's Location Preference	Within Top Five Locations Indicated On Survey	Indicates whether the zone covers an area that was one (or more) of the top five desired locations for new on-demand microtransit service expressed in the online survey.	Online survey
Transit Access on Pedestrian Network	Visual Assessment of Lack of Sidewalk Presence	Qualitatively assesses the lack of sidewalks within each zone (high means there are more areas without sidewalks).	Aerial imagery
Trailhead/Access Point Access	Number of Trailheads within ¼ Mile of Zone	Geospatially calculated the number of trailheads and access points either directly within or within a ¼ mile of each zone.	U.S Forest Service

Once each zone was evaluated, the zones were relatively scored on a qualitative scale of high-medium-low, comparing the alternatives to one another. Both the quantitative and qualitative results are displayed in **Figure 36**. When qualitatively comparing the zones, the Silverthorne/Dillon zone and the Summit Cove zone score the most dark-green designations, followed by the Tiger Road Zone, Breckenridge/Ski Hill Road zone and the Tiger Road zone. This indicates that the Silverthorne/Dillon and Summit Cove zones have the potential to overall perform the best and serve the goals of microtransit service the best compared to the other zones.

Figure 36: Evaluation Results

Summit County Microtransit Zone Evaluation Results

Quantitative Score of Alternatives by Evaluation Criteria

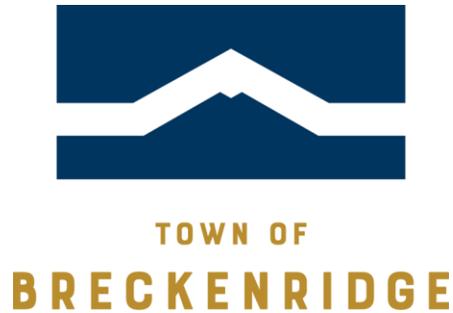
Evaluation Criteria	Metric	Silverthorne/Dillon	Summit Cove	Frisco	Breckenridge/Ski Hill Road	Tiger Road
Achieves Goals of 2021 Equity & Access Study	Number of Recommendations Addressed	8	7	5	6	5
Community Health Equity	Number of Census Tracts Covered with Highest Classification of CDPHE Health Equity Factors	5	4	1	2	2
Ridership Potential	Average Estimated Weekday Riders	300-450	100-175	150-250	200-300	75-150
Area Not Served by Existing Summit Stage/Breck Free Ride Service	Approximate Percent of Area Not Within 1/8 Mile of Existing Bus Stops	75%	95%	70%	85%	85%
Total Operational Cost	Annual Operating Cost	\$1.5M-\$2.25M	\$700K-\$1M	\$1M-\$1.5M	\$1M-\$1.5M	\$700K-\$1M
Cost Per Passenger	Annual Operating Cost Divided by Annual Ridership	\$12-\$15	\$15-\$19	\$15-\$19	\$12-\$15	\$18-\$25
Public's Location Preference	Within Top Five Locations Indicated On Survey	Yes	No	Yes	No	Yes
Transit Access on Pedestrian Network	Visual Assessment of Lack of Sidewalk Presence	Medium	High	Medium	High	High
Trailhead/Access Point Access	Number of Trailheads within 1/4 Mile of Zone	5	11	11	1	6

Relative Score (High/Medium/Low) Compared to Other Alternatives

Evaluation Criteria	Silverthorne/Dillon	Summit Cove	Frisco	Breckenridge/Ski Hill Road	Tiger Road
Achieves Goals of 2021 Equity & Access Study	High	High	Medium	Medium	Medium
Community Health Equity	High	High	Low	Medium	Medium
Ridership Potential	High	Low	Medium	Medium	Low
Area Not Served by Existing Summit Stage/Breck Free Ride Service	Low	High	Low	Medium	Medium
Total Operational Cost	High	Low	Medium	Medium	Low
Cost Per Passenger	Low	Medium	Medium	Low	High
Public's Location Preference	Yes	No	Yes	No	Yes
Transit Access on Pedestrian Network	Medium	High	Medium	High	High
Trailhead/Access Point Access	Medium	High	High	Low	Medium

Next Steps

Based on feedback from the second stakeholder group meeting, as well as a third follow up stakeholder meeting to review comments on potential zones and phasing, next steps for the project team include revising the potential draft zones and finalizing phasing to form a recommended operational plan. The team will also develop a financial plan and performance measures to help Summit County implement and track the performance of the new microtransit zones.



Breckenridge Social Equity Advisory Commission

January 22, 2024, 7:30am

*Striving for racial and social equity for all by removing barriers and
facilitating opportunities to thrive*

I. Call to Order (7:30-7:35)

Roll Call

Present: Jotwan Daniels, June Walters, Laurie Moroco, Tahja Grier, Jordan Burns, Carol Saade

Zoom: Isaura Cirillo

Absent: Eliana Crabb

Discussion/Approval of Agenda

Motion to Approve: Tahja Grier, Seconded: Laurie Moroco

Discussion/Approval of the Minutes

Motion to Approve: Tahja Grier, Seconded: June Walters

II. Staff Summary (7:35-7:40)

1. Larkspur Housing Project Lottery Application Live: The lottery application for the Larkspur housing project is now live. Please share the application link with interested parties or community members seeking housing opportunities.

2. Translator Devices Arrival: The ten translator devices ordered by the Town are scheduled to arrive on Wednesday. Staff will conduct a training session for the intended department desks. Additionally, a sign-out sheet will be provided for staff to borrow the two floating devices as needed.

3. DEI Committee Update: The internal Diversity, Equity, and Inclusion (DEI) Committee is concluding the equity lens training for staff. They are currently meeting to review the training and the department-specific elements incorporated into the main training session.

III. Mission Statement Video (7:40-8:10)

IV. Social Equity Discussion (8:10-8:30)

Subcommittee Updates

Celebrate Diversity

The Celebrate Diversity Subcommittee reviewed the proposed lineup for the 10 Mile Pride celebrations. One question arose regarding scheduling the commission's happy hour during the main week of 10 Mile Pride or a different week to spread out events. The commission decided to schedule their Community Conversations on Equity Happy Hour during the week of June 2nd-8th. Mack Russo will send a Doodle poll of dates for this week to the Commission to decide.

In February, Black History Month banners will be installed along the Town medians, and the CMC cooking class on African Cuisine is set for February 19th. The BSEAC events budget will cover the class cost.

We're also exploring the possibility of projecting images of African American artists and their artwork on the Old Masonic Hall building in partnership with Breck Create, although this remains a tentative plan.

Community Outreach & Engagement

The Community Outreach & Engagement subcommittee shared the Equity Blueprint rollout plan during their recent meeting, along with that the Equity Blueprint is now accessible online via the BSEAC webpage. During the discussion, Carol Saade asked about tracking engagement analytics for the Equity Blueprint on the website. Brooke Attebery clarified that while Granicus doesn't routinely provide access counts for documents, we can utilize page visit analytics for monitoring.

Community Education & Influence

Following the filming session earlier in the meeting, the group has been diligently working on the mission statement video. No additional discussion was needed.

Immigration Rights and Advocacy

No additional discussion outside from the packet.

Civic Engagement

The Civic Engagement subcommittee shared the mini-grant application and guidelines with the aim of publishing the grant opportunity in March. Our outreach strategy will target smaller non-profits, and encourage all commissioners, not just the Civic Engagement subcommittee, to assist with initial outreach efforts.

V. *Equity Blueprint (8:40-8:50)*

1. Media Coverage: Jordan Burns and Carol Saade were interviewed by Kit Geary from Summit Daily, and Jordan Burns also interviewed Phil Lindeman with Krystal 93.
2. Community Partner Meeting: A meeting is scheduled for January 30th at the Summit Senior Center from 11:00 AM to 12:30 PM to showcase the Equity Blueprint and explore collaboration opportunities with other agencies.
3. BSEAC Coffee Talk: The BSEAC Coffee Talk originally planned for the February 2nd will be rescheduled for a later date in February due to a conflicting coffee talk with the Mayor and Commission on February 2nd. A Doodle poll will be sent to determine the new date.

VI. Upcoming Council Items (8:40-8:50)

The upcoming items for review by the council, including the presentation of the High County Conservation Climate Equity Plan by HC3 and Town Sustainability. This plan, previously supported by the Breckenridge Social Equity Advisory Commission, addresses climate equity. Additionally, the Breckenridge Tourism Office will present findings from a Resident Sentiment Survey covering housing accessibility, special events, quality of life, and community affordability. The council will also review the first reading amendments to the Lighting Code, aimed at regulating outdoor and decorative/holiday lighting. Lastly, a resolution regarding an Election IGA with Summit County will be discussed, facilitating the April municipal election through mail-only ballots with support from County staff and equipment.

VII. Upcoming Agenda Topics

VIII. Other Matters

Breck Create has extended an invitation to the commission for two upcoming exhibitions:

"In Plain Sight: Queer Rural Narratives from the Water and the Land" on January 27th, featuring artists Ben Cuevas, Lindsey Cherek Waller, Robert Martin, Janie Stamm, and José Villalobos. This exhibition challenges assumptions about queer history, exploring rural ecologies, extraction impacts, and climate change. It revives narratives of queer existence, resistance, and vitality in rural environments.

"Valentine's Day Poetry and History Night" on February 14th, starting with talks by exhibiting artists Ben Cuevas and Janie Stamm. The event showcases love letters and poems by queer authors, past and present, with a rural backdrop in line with the "In Plain Sight" theme. Attendees can experience a range of literary art from sentimental to profound.

IX. Public Comment (Non-Agenda Items) (8:50-9:00)

Motion to Adjourn: Tahja Grier, Seconded: Silvia Vicuna



Memo

To: Breckenridge Town Council Members

From: Brooke Attebery, Communications

Date: 2/7/2024

Subject: 2023 Socials Year in Review and 2024 Communications Initiatives

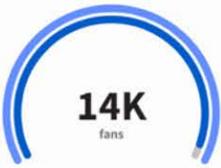
Below is an overview of the Town of Breckenridge's social media activity from January 1, 2023, to December 31, 2023, across Facebook, Instagram, and Twitter. Notable trends include an increase in followers across all platforms compared to 2022, as well as higher post reach and impressions. Additionally, there was a slight uptick in the number of posts published during this period. The report also provides insight into audience engagement metrics such as likes, comments, and shares. The report also highlights several top-performing posts based on engagement and impressions across all three channels. Additionally, it includes snapshots from digital campaigns conducted through the Summit Daily's audience. Some noteworthy statistics from these campaigns include 468,080 impressions and 752 clicks among Spanish-speaking audience, 484,780 impressions and 985 clicks within the dominant display audience, 131,078 impressions and 202 clicks targeting second homeowners, and 201,378 impressions and 219 clicks for the microproximity campaign focused on transportation messaging.

Plans for 2024

In 2024, the town will maintain its communication efforts through various channels, including social media, print ads, and sponsored social posts, to communicate town information to residents. Staff will continue their outreach strategy to include radio advertisements on select local Summit County stations, including the Spanish station. We will continue the digital campaign in collaboration with the Summit Daily that targets local residents and Spanish speakers on frequently visited websites. Building on experiences from 2023, the Town did not have as consistent of messaging for the second homeowner audience, so staff has shifted the focus to advertising on SummitDaily.com. Staff is also expanding outreach efforts to trolley ads highlighting the plastics campaign, water branding initiative, and recreation information. Additionally, cart ads in City Market have been purchased, with the plastics campaign set to launch in March. This comprehensive approach aims to effectively communicate key town initiatives to a diverse audience while maximizing engagement and impact.

Website Update

Staff began the website redesign project in May 2023. Staff will have a website reveal meeting on Monday February 12th. Following this meeting, Staff will initiate the page migration process. Anticipating a spring launch, the Town aims to unveil the new website to the public in the coming months.

<p>End of 2023 Total FB Fans</p>  <p>14K fans</p> <p>↗ 403 from 13K</p>	<p>New Fans in 2023</p> <p>431 new fans</p> <p>↘ 35 from 466</p>	<p>Engagement in 2023</p> <p>Reactions ↗ 5.3K 9.3K</p> <p>Comments ↗ 222 767</p> <p>Shares ↗ 168 522</p>	<p>Posts in 2023</p> <p>355 posts</p> <p>↗ 47 from 308</p>
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<p>Post reach in 2023</p> <p>552K USERS</p> <p>↗ 34.1% from 411K</p>	<p>Top Posts by Engaged Fans in 2023</p> <div data-bbox="360 499 597 638">  <p>Wake up Breck was AMAZING! Can't wait to see you all out on the slopes!</p> <p>593 fans</p> </div> <div data-bbox="626 499 863 638">  <p>We ❤️ Oktoberfest! We hope you all had a safe and fun weekend!</p> <p>409 fans</p> </div> <div data-bbox="893 499 1130 638">  <p>At our council meeting last week, we recognized Breckenridge Ski Patrol for all of their hard work and life-saving efforts! Thank you, Breckenridge Ski Patrol, for keeping the community safe while on the mountain. Breckenridge Ski Resort</p> <p>383 fans</p> </div>		
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<p>Post impressions</p> <p>570K impressions</p> <p>↗ 30.8% from 436K</p>	<p>New followers in 2023</p> <p>159 followers</p> <p>↘ 23.6% from 208</p>	<p>Engagement in 2023 on Twitter</p> <p>Likes ↗ 355 947</p> <p>Retweets ↘ 14 60</p> <p>Replies ↘ 2 26</p> <p>Quote tweets ↘ 5 11</p>	<p>Tweets in 2023</p> <p>270 tweets</p> <p>↗ 41 from 229</p>
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<p>End of 2023 Total Twitter Followers</p>  <p>8.1K followers</p> <p>↗ 159 from 8K</p>	<p>Top tweets by impressions in 2023</p> <div data-bbox="360 1045 597 1184">  <p>October vs. January? Which do you prefer? https://twitter.com/TownofBreck/status/1620967222490326396/photo/1</p> <p>10530 impressions</p> </div> <div data-bbox="626 1045 863 1184">  <p>When seasons collide 🍂🌨️ https://twitter.com/TownofBreck/status/1712499000804172171/photo/1</p> <p>9843 impressions</p> </div> <div data-bbox="893 1045 1130 1184">  <p>At our council meeting last week, we recognized Breckenridge Ski Patrol for all of their hard work and life-saving efforts! Thank you, Breckenridge Ski Patrol, for keeping the community safe while on the mountain. @Breckenridge</p> <p>7627 impressions</p> </div>		
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<p>Post impressions in 2023</p> <p>162K impressions</p> <p>↗ 13.9% from 142K</p>	<p>New followers in 2023</p> <p>1.8K followers</p> <p>↗ 22.9% from 1.5K</p>	<p>Engagement in 2023</p> <p>Photo post ↗ 983 5.9K</p> <p>Reel ↗ 2.4K 2.6K</p> <p>Carousel album ↗ 1.3K 2.5K</p> <p>Video post ↘ 1.4K 228</p> <p>Story 0 0</p>	<p>Posts in 2023</p> <p>335 posts</p> <p>↗ 94 from 241</p>
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<p>End of 2023 Total Followers</p>  <p>9.1K followers</p> <p>↗ 1.1K from 7.9K</p>	<p>Top posts by Likes in 2023</p> <div data-bbox="360 1591 597 1730">  <p>Wake up Breck was AMAZING! Can't wait to see you all out on the slopes!</p> <p>235 likes</p> </div> <div data-bbox="626 1591 863 1730">  <p>October vs. January? Which do you prefer?</p> <p>225 likes</p> </div> <div data-bbox="893 1591 1130 1730">  <p>Such an unforgettable experience to have the brand-new #SnowGlobeStamps unveiled right here in Breckenridge! Swipe to check out the new stamps just in time for the holiday season! Find out how you can get these stamps at www.townofbreck.com</p> <p>210 likes</p> </div>		
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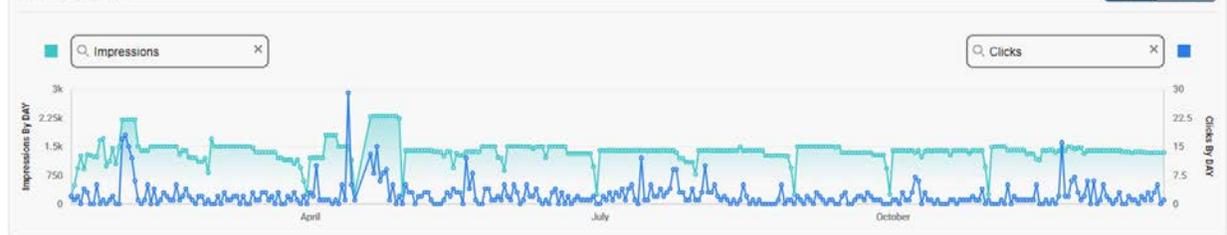
<p>Post impressions in 2023</p> <p>357K impressions</p> <p>↗ 11.1% from 321K</p>	<p>Post reach in 2023</p> <p>402K users</p> <p>↗ 39.4% from 288K</p>
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Spanish Speaking Audience

Snapshot

Impressions 468,080	Clicks 752	CTR 0.16%	Conversions 0
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Data by Time Frame



Geography



Zip Codes	Location	Impressions	Clicks	Conversions
80424	Breckenridge, Colorado	96,094	200	0
81657	Vail, Colorado	92,400	114	0
80461	Leadville, Colorado	86,458	159	0
80435	Dillon, Colorado	83,355	115	0
80498	Silverthorne, Colorado	49,005	63	0
80443	Frisco, Colorado	27,704	75	0
80459	Kremmling, Colorado	12,699	4	0
80497	Silverthorne, Colorado	4,056	3	0
80440	Fairplay, Colorado	4,046	7	0
Total		468,080	752	0

Device Type

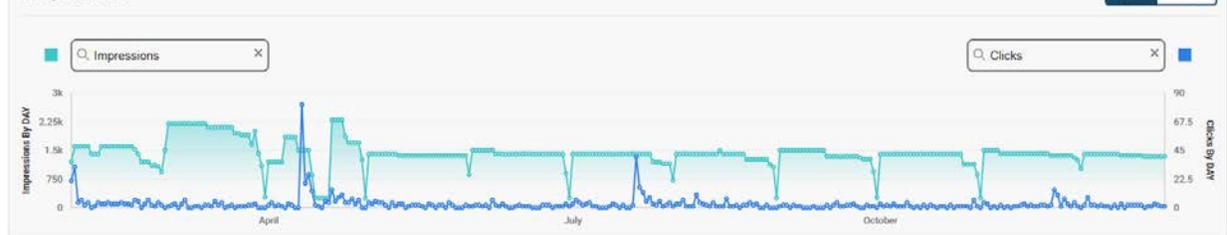
Type	Impressions	Clicks	CTR
Mobile	358,045	549	0.15%
Tablet	66,578	161	0.24%
Desktop	43,356	42	0.10%
Other	101	0	0.00%

Dominant Display

Snapshot

Impressions 464,477	Clicks 892	CTR 0.19%	Conversions 0
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Data by Time Frame



📍 Geography

ZIP CODES LOCATIONS CSV



Zip Codes	Location	Impressions	Clicks	Conversions
80424	Breckenridge, Colorado	169,178	276	0
80435	Dillon, Colorado	71,453	133	0
81657	Vail, Colorado	64,468	145	0
80461	Leadville, Colorado	48,579	109	0
80498	Silverthorne, Colorado	34,610	83	0
80443	Frisco, Colorado	34,066	65	0
80440	Fairplay, Colorado	17,607	40	0
80459	Kremmling, Colorado	13,408	36	0
80420	Alma, Colorado	4,900	10	0
Total		464,477	892	0

📱 Device Type

CSV

Type	Impressions	Clicks	CTR
Desktop	230,793	452	0.20%
Mobile	211,446	371	0.18%
Tablet	22,194	69	0.31%
Other	44	0	0.00%

📸 Snapshot

Impressions 20,303	Clicks 93	CTR 0.46%	Conversions 0
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📍 Geography

ZIP CODES LOCATIONS CSV



Zip Codes	Location	Impressions	Clicks	Conversions
80424	Breckenridge, Colorado	7,992	33	0
81657	Vail, Colorado	3,462	16	0
80435	Dillon, Colorado	3,449	24	0
80461	Leadville, Colorado	1,677	7	0
80443	Frisco, Colorado	1,334	5	0
80498	Silverthorne, Colorado	688	4	0
80440	Fairplay, Colorado	572	3	0
80459	Kremmling, Colorado	526	0	0
80497	Silverthorne, Colorado	412	0	0
Total		20,303	93	0

📱 Device Type

CSV

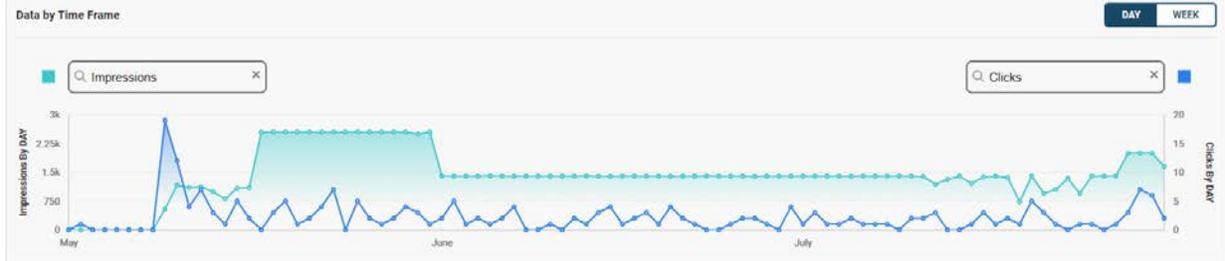
Type	Impressions	Clicks	CTR
Mobile	10,316	50	0.48%
Desktop	8,490	36	0.42%
Tablet	1,496	7	0.47%
Other	1	0	0.00%

Second Homeowner Audience

Snapshot

Impressions 131,078	Clicks 202	CTR 0.15%	Conversions 0
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Data by Time Frame



Geography

Zip Codes	Location	Impressions	Clicks	Conversions
	Other	10,079	48	0
33170	Miami, Florida	6,420	6	0
64068	Liberty, Missouri	3,185	1	0
19607	Reading, Pennsylvania	2,847	12	0
33860	Mulberry, Florida	1,881	0	0
44654	Millersburg, Ohio	1,741	0	0
11221	Brooklyn, New York	1,498	3	0
77373	Spring, Texas	1,417	0	0
27514	Chapel Hill, North Carolina	1,277	0	0
Total		131,078	202	0

* Top 1,000 locations by impressions

Device Type

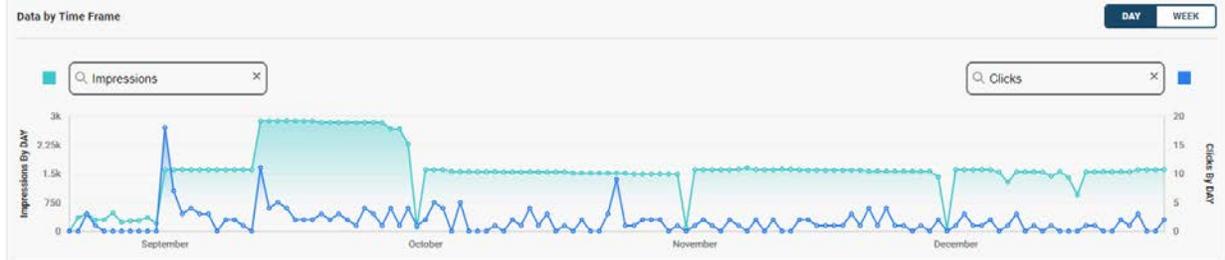
Type	Impressions	Clicks	CTR
Mobile	105,600	144	0.14%
Tablet	17,608	26	0.15%
Desktop	7,866	32	0.41%
Other	4	0	0.00%

Micropoximity Campaign

Snapshot

Impressions 201,378	Clicks 219	CTR 0.11%	Conversions 0
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Data by Time Frame



Geography

ZIP CODES LOCATIONS CSV

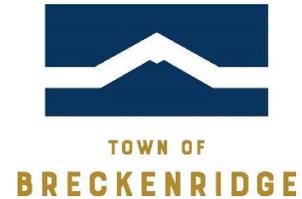


Zip Codes	Location	Impressions	Clicks	Conversions
80424	Breckenridge, Colorado	149,339	133	0
80435	Dillon, Colorado	30,717	38	0
80443	Frisco, Colorado	10,594	34	0
80498	Silverthorne, Colorado	10,590	13	0
80498	Summit, Colorado	59	1	0
80498	Frisco, Colorado	58	0	0
80435	Silverthorne, Colorado	15	0	0
80498	Dillon, Colorado	1	0	0
80498	Kremmling, Colorado	1	0	0
Total		201,378	219	0

Device Type

CSV

Type	Impressions	Clicks	CTR
Mobile	155,883	155	0.10%
Tablet	45,495	64	0.14%



Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation
Date: 2/7/2024
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on February 7, 2024. Jeff Shipley from Country Boy Mine joined with staff to talk about a new potential mining themed event called Gold Rush Games. Event weekend options and details were discussed with additional follow up needed. Mack Russo (Community Outreach and Engagement Liaison) joined the meeting to share Breck Pride concepts and schedule. High praise was conveyed on all aspects of the International Snow Sculpture Competition. Below you will find the meeting minutes and a link to the SEPA calendar. There are no additional items of note.

Minutes
Breckenridge Events Committee
Wednesday, Feb 7, 2024
Right event, right time, right result

Attending: Michele Chapdelaine, Jeff Edwards, Kelly Owens, Jon Dorr, Shannon Haynes, Lucy Kay, Ken Miller, Dave Feller, Cait McCluskie, Andy Banas, Tony Cooper, Tamara Nuzzaci Park, Neil Kerr

Guests: Mike Shipley, Sarah Wetmore, Majai Bailey, Bill Wishowski, Mike McCormack, Chris Davis, Lauren Counce, Cathy Boland, Juli Rathke, Mack Russo

- I. **Michele Chapdelaine called the meeting to order at 9:39 am.**
 - a Committee Chair took roll call.
 - A motion was made to approve minutes from the Jan 10, 2024 Meeting.
M/S/P

- II. **Upcoming Events**
 - a 2.23-25.24 The Breckebeiner Nordic Race @ Gold Run Nordic Center.
 - The Breckebeiner will serve as USA Triathlon's Winter National Championship in 2024 and 2025. The event benefits the BOEC, Team Summit, and the Summit HS Nordic and Mountain Bike teams.
Registration is modest as expected for year one of the event.

- III. **General Updates and Discussion**
 - a 6.8.24 Mining Games– *Proposed new event.*
 - Mike Shipley, owner of Country Boy Mine, introduced the concept for a new event targeted for early June. The Breckenridge Mining Games would be a day-long festival of traditional mining games and activities celebrating the Town's mining history. Proceeds

from the event will benefit the Summit Foundation. Similar concepts have been successful in Vancouver and Beaver Creek.

- Preliminary feedback from BEC is supportive of the event.
 - The next step will be for Town Leadership to vet the concept further before bringing it to TC. Jon Dorr agreed to take the lead on scheduling a follow-up meeting early next week.
- b 6.14-16.24 10 Mile Pride – TOB
 - Mack Russo, TOB, gave an overview of planned programming for 10 Mile Pride. The goal is to offer a variety of community-focused activations aimed to honor and support our LGBTQ community and their allies.
 - Next steps will include developing a local marketing strategy and contracting Dean Nelson (consultant on last year’s event and formally produced Breck Ski Week).
- c Dec 13, 2024, TOB Rail Jam
 - Continued discussion around the idea of bringing a rail jam event back to the core town for the Friday of Ullr Fest. The goal would be to keep the event small-scale and locally focused, in partnership with the Resort. The next step will be to vet further with the Town Council.

IV. Review Past Events

- a 33rd International Snow Sculpture Competition @ Tiger Dredge Lot. Overall, the event went smoothly. No concerns were noted from PD or SEPA Group.
 - 1.15-19.24 - Tech Week / Build Blocks. Despite weather delays, the block build was completed in two days.
 - 1.22-26.24 - Comp Week / Carving
 - 1.27-31.24 - Viewing: The third year of implementing a free timed ticketed reservation system for viewing Saturday.
 - Mobility Management Plan: Leading up to the event, CDOT posted event messaging on the I70 corridor for the Vail Freestyle Championships, X Games, and the Snow Sculptures. Frisco and TOB added electronic messaging in local neighborhoods leading up to the event about heavier-than-norm traffic.
 - Parking: All lots were full by 1:00 pm. Positive feedback from PD on traffic flow in and out of town. The yellow route ran from CMC Parking to F Lot, two 2 event buses ran from CMC Parking to F Lot and red buses ran from Airport Rd Parking to the gondola.

V. Review Agenda Items for the next BEC Meeting

- a High-level strategic discussion about June and October events.
 - Review preliminary findings from the Resident Sentiment Survey

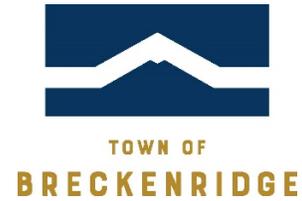
II. The meeting adjourned at 10:02 am.

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.

LINK TO SEPA CALENDAR

<https://calendar.google.com/calendar/u/0?cid=cmN0NTI3bnUwZ2dpZjE2azRyY2ttaGF2cW9AZ3JvdXAuY2FsZW5kYXluZ29vZ2xLmNvbQ>



Memo

To: Breckenridge Town Council Members
From: Aubrey Ciol, Grants Administrator
Date: 2/6/2024 (For February 13—TC Work Session)
Subject: Grants Update

The Town of Breckenridge Grants Administrator is providing an update on the status of grant submissions, opportunities, and challenges. Since the Grants Administrator presented to Town Council on November 28th, 2023, the Grants Committee held its first two meetings. The committee is comprised of 12 individuals across departments, and allows for collaboration and collective decision making to apply to grants more strategically.

In March, 2024, the Grants Administrator, with direction from the Grants Committee, will be applying to the DOLA EIAF funding opportunity for two projects. The first request will be for \$750,000 to go towards the water meter upgrade project. The second request (amount to be determined) will be for funds to assist with the Runway Housing Project (formerly Block 11).

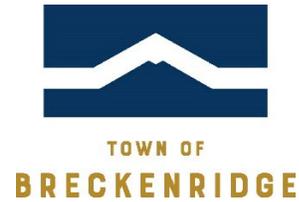
The Grants Administrator has also been providing in-kind assistance in developing grant applications for TreeTop Child Advocacy Center. Since beginning this work in November, the Grants Administrator has submitted five grants on behalf of TreeTop. Of those that have been submitted, three are awaiting a decision, and two have been awarded—one grant for \$5,000 and another for \$500.

The attached PDF shows grants applied to in 2023 that are still awaiting a decision.

Staff will be available at the February 13th Work Session to answer any questions.

Outstanding 2023 Grants Awaiting a Decision

Funding Agency	Requested	Project Proposed	Decision
Department of Local Affairs— EIAF Grant	\$235K	Solar Panels for Sol Center	Awaiting Decision—presenting to DOLA on February 29 th
CO Department of Parks and Wildlife	\$1.25M	Hardscape area between the fields at Kingdom Park	Awaiting Decision—presented to CPW on January 19 th
CO Department of Parks and Wildlife	\$198K	Infrastructure and accessibility across the Town of Breckenridge’s various frontcountry trailheads	Awaiting Decision—presented to CPW on January 18 th



Memo

To: Mayor Pro Tem and Town Council
From: Ellie Muncy, Planner I
Date: February 6, 2024 (for February 13, 2024 Meeting)
Subject: Demolition By Neglect Ordinance

At the September 5, 2023 Planning Commission meeting, during public comment, architect Janet Sutterley addressed the Commission with a concern that various sheds and secondary structures within the Historic District were not being properly maintained and in danger of collapse. Staff followed up by inventorying 99 historic sheds and secondary structures in the Conservation District and creating an [interactive map](#). This was brought to the November 21st Planning Commission meeting where the Commission felt it was important to protect historic structures. This topic was later presented to Town Council at the December 26th meeting in which Town Council supported potential code changes.

Current Town Code only requires property owners to stabilize historic structures on locally landmarked properties (Code Section 9-11-7: Property Stabilization Required). Only 24% percent of the inventoried properties with sheds are landmarked. Staff proposes amending the existing stabilization section to include demolition by neglect provisions and extend the requirement to all historic structures which fall within the Town's period of significance. This would affect roughly 168 properties and include 275 different buildings rather than just the current 47 landmarked properties. The proposed changes also include:

- Adding a demolition by neglect definition
- Rewording the stabilization definition
- Downgrading the development permit class for a landmark designation from a Class B minor to a Class C minor
- Upgrading the development permit class for a demolition permit to a Class A
- Adding additional wording to the landmarking process section to match the current process
- Adding additional wording to the demolition section to clarify the unlikelihood of a demolition approval
- Adding clarification on moving a structure to avoid demolition
- Adding and removing wording in the development permit section of the Definitions to support the landmark and demolition permit class changes

Additionally, Staff is working with the Town Attorney to add a penalty for demolition by neglect to the Enforcement and Penalties section of the Town Code.

Staff will be available at the work session for discussion and has the following questions for Town Council.

Questions for Town Council

1. Does the Council support extending the stabilization/demolition by neglect requirement to all historic structures which fall within the town's period of significance?
2. Does the Council support the proposed code changes?

CHAPTER 11

HISTORIC PRESERVATION

SECTION:

- 9-11-1: Purpose and intent**
- 9-11-2: Definitions**
- 9-11-3: Designation of landmarks, landmark sites, historic districts and cultural landscape districts**
- 9-11-4: Designation criteria**
- 9-11-5: Revocation of designation**
- 9-11-6: Amendment of designation**
- 9-11-7: Property stabilization required**
- 9-11-8: Recognition of merit**
- 9-11-9: Demolition criteria**
- 9-11-10: Unsafe or dangerous conditions exempted**
- 9-11-11: Effect on existing conservation district**
- 9-11-12: Enforcement and penalties**
- 9-11-13: Conflict with development code**
- 9-11-14: Compliance with building code**

9-11-1: PURPOSE AND INTENT:

A. The purpose of this chapter is to promote the public health, safety, and welfare through:

1. The protection and preservation, by appropriate regulations, of the town's historic and cultural heritage;
2. The enhancement of property values, and the stabilization of historic neighborhoods;
3. The increase of economic and financial benefits to the citizens of the town by making the town more attractive, inviting and interesting to the town's many tourists and visitors; and

4. The provision of educational opportunities to increase public appreciation of the town's unique heritage.

B. The intention of this chapter is to create a method to draw a reasonable balance between private property rights and the public interest in preserving the town's unique historic character by authorizing the town to designate landmarks, landmark sites, historic districts and cultural landscape districts; to require stabilization of properties which are of historic value in order to assure that such properties will not be lost as a result of inadvertence, indifference or neglect; and to ensure that the maintenance, alteration or demolition of properties of historic value shall be carefully considered for impact to the property's contribution to the town's heritage. (Ord. 24, Series 2001)

9-11-2: DEFINITIONS:

As used in this chapter, unless the context clearly requires otherwise, the following terms shall have the following meanings:

BUILDING OFFICIAL: The building official of the Town of Breckenridge, Colorado.

COMMISSION: The Town of Breckenridge planning commission.

CULTURAL LANDSCAPE DISTRICT: A designated geographic area, including: cultural and natural resources and the wildlife or domestic animals therein, associated with a historic event, activity, or person or exhibiting other cultural or aesthetic values. Historic cultural landscapes are composed of a number of character defining features which, individually or collectively, contribute to the landscape's physical appearance as they have evolved over time. In addition to vegetation and topography, cultural landscapes may include water features such as ponds, streams, and fountains; circulation features such as roads, paths, steps, and walls; buildings; and furnishings, including fences, benches, lights and sculptural objects.

DEMOLITION: Any act or process which destroys, in whole or in part, any landmark **historic structure which falls within the town's period of significance.**

DEMOLITION BY NEGLIGENCE: Failure to provide ordinary and necessary maintenance and repair to a point the lack of maintenance begins to destroy, in whole or in part, any historic structure which falls within the town's period of significance.

DEPARTMENT: The department of community development of the town.

DESIGNATION: The designation of one or more lot(s), tract(s) or parcel(s) of land as a landmark, landmark site, historic district or cultural landscape district pursuant to this chapter.

DESIGNATION PROPOSAL: A proposal to designate one or more lot(s), tract(s) or parcel(s) of land as a landmark, landmark site, historic district or cultural landscape district pursuant to this chapter.

DIRECTOR: The director of the department of community development of the town **or their designated representative.**

FEDERALLY DESIGNATED LANDMARK: A building or structure certified by the secretary of the interior as historic because: a) it is listed in the national register of historic places, or b) it is located in a registered historic district and the secretary has certified that the building is of historic significance to the district. The term "federally landmarked structure" includes buildings or structures which are listed as "landmarks", "contributing" buildings or structures and "contributing with qualifications" buildings or structures.

HISTORIC DISTRICT: A designated area containing a number of structures having a special historical or architectural value. A historic district is a geographically definable area including a concentration, linkage or continuity of subsurface sites, above surface sites, buildings, structures, objects or activities. The district is related by a pattern of either physical elements or social activities. Significance is determined by applying criteria to the pattern(s) and unifying element(s).

LANDMARK: A designated individual building, structure, object, **site** or an integrated group of buildings, structures or objects having a special historical or architectural value. Unless otherwise indicated in this chapter, the term "landmark" shall include both federally designated landmarks and town designated landmarks.

LANDMARK SITE: A designated area without buildings, structures or objects, but having a special historical or architectural value.

OWNER OR PROPERTY OWNER: The owner in fee of any undivided interest in a given lot, tract or parcel of land. If the mineral interest has been severed, the landowner is the owner in fee of an undivided interest in the surface estate and not the owner in fee of an undivided interest in the mineral estate.

STABILIZATION OR STABILIZE:

Providing weather protection **and/or bracing to ensure structural integrity, as approved by the town to ensure longevity of structural integrity including roofing structure, roof rafter, and load bearing walls** ; or repair or preservation of a roofing structure, roof rafter, load bearing wall or foundation.

TOWN: The Town of Breckenridge, Colorado.

TOWN COUNCIL OR COUNCIL: The town council of the Town of Breckenridge, Colorado.

TOWN DESIGNATED LANDMARK: A building or structure designated by the town as a landmark pursuant to this chapter. (Ord. 24, Series 2001)

9-11-3: DESIGNATION OF LANDMARKS, LANDMARK SITES, HISTORIC DISTRICTS AND CULTURAL LANDSCAPE DISTRICTS:

A. Designation Authorized: Pursuant to the procedures hereinafter set forth in this section, and subject to section [9-11-4](#) of this chapter, the town council may, by ordinance, designate a landmark, landmark site, historic district or a cultural landscape district. The property included in any such designation shall be subject to the controls and standards set forth in this chapter, and eligible for such incentive programs as may be developed by the town.

B. Designation Procedures: The town shall follow the following procedures in connection with any proposal to designate a landmark, landmark site, historic district or a cultural landscape district:

1. Property Owner Consent:

a. Landmarks And Landmark Sites: No proposal for the designation of a landmark or a landmark site shall be accepted by the director as complete and ready for town action unless the property owner of the landmark or landmark site has consented to such designation.

b. Historic Districts And Cultural Landscape Districts: No proposal for the designation of a historic district or a cultural landscape district site shall be accepted by the director as complete and ready for town action unless at least fifty one percent (51%) of the

property owners of the land within the proposed historic district or cultural landscape district have consented to such designation.

c. Director To Give Notice: Within thirty (30) days following receipt of a historic district or cultural landscape district designation proposal, and prior to accepting such proposal as being complete and ready for town action, the director shall send written notice of the submission of such designation proposal to the owner(s) of the land which is the subject of the designation proposal as shown on the records of the Summit County assessor. The notice provided by the director shall outline the reasons for and the effects of the proposed designation. (Ord. [24](#), Series 2001)

2. Process To Be Followed: A proposal to designate a historic district or cultural landscape district shall be processed by the town using the Class A development permit process as set forth in the development code, except as otherwise expressly provided in this section. A proposal to designate a landmark or landmark site shall be processed by the town using the Class ~~BC~~ minor development permit process as set forth in the development code, except as otherwise expressly provided in subsections [B3](#) and [B4](#) of this section. Any application submitted under this chapter may be processed concurrently with a development permit application for the same property. In the event of the submission of an application under this chapter and a concurrent development permit application for the same property, the **applications shall be processed jointly as a Class A and the** applicant shall only be required to pay one application fee which shall be calculated based on the ~~higher development permit classification of the two (2) applications~~ **Class A fee**. (Ord. [24](#), Series 2003)

3. Commission Review: A complete proposal for any landmark, landmark site, historic district or cultural landscape district designation shall be forwarded by the director to the commission who shall make a recommendation to council regarding the proposed designation.

4. Council Decision: Final approval of any landmark, landmark site, historic district or cultural landscape district designation shall be by ordinance adopted by the town council.

5. Exemptions: The town council may exempt from designation a property meeting the applicable designation criteria of section [9-11-4](#) of this chapter if the council finds that the property owner has demonstrated by a preponderance of the evidence that the proposed

designation creates an undue hardship. The following criteria shall be used in assessing the potential for hardship:

a. Economic Hardship:

1. Income Properties: For investment or income producing properties, the owner's inability to obtain a reasonable rate of return on the property in its present condition, or if rehabilitated, under the alterations criteria.
2. Nonincome Properties: For nonincome producing properties consisting of owner occupied single-family dwellings and/or properties not solely operated for profit, the owner's inability to convert the property to a nonprofit use in its present condition, or if rehabilitated, under the alterations criteria.
3. Noneconomic Hardship: The designation creates a situation substantially inadequate to meet the applicant's needs because of specific and unique health and/or safety issues.

6. Designation Notification: Whenever a historic district or cultural landscape district has been designated by the town council as provided in this section, the director shall promptly notify the owner of any property included therein.

7. Appeal: An appeal from a decision of the town council with respect to the designation of a historic district or cultural landmark district shall be taken pursuant to rule 106(a)(4) of the Colorado rules of civil procedure.

C. Designation Criteria: The commission's recommendation, and the council's decision regarding any proposal for designation of a landmark, landmark site, historic district or cultural landscape district, shall be based on the criteria set forth in section [9-11-4](#) of this chapter.

D. Design Standards: Any landmark or landmark site within the town's "historic district" (as defined in section [9-1-5](#) of this title), shall be subject to the applicable regulations of the town's "Handbook Of Design Standards For The Historic And Conservation Districts", and the design standards for the applicable character areas, as amended from time to time. Any landmark, landmark site, historic district or cultural landscape district which is designated outside of the town's existing historic district shall be subject to any standards adopted for that specific designation. (Ord. 24, Series 2001)

9-11-4: DESIGNATION CRITERIA:

The following criteria shall be used in reviewing proposals for designation pursuant to section [9-11-3](#) of this chapter:

A. Landmarks/Landmark Sites: Landmarks or landmark sites must be ~~at least fifty (50) years old~~ **within the town's designated period of significance** and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in subsections [A1](#) through [A3](#) of this section. A landmark may be exempted from the age requirement if it is found to be exceptionally important in other significant criteria.

1. Landmarks And Landmark Sites: Landmarks or landmark sites shall meet at least one of the following:

a. Architectural:

1. Exemplifies specific elements of architectural style or period.
2. Is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.
3. Demonstrates superior craftsmanship or high artistic value.
4. Represents an innovation in construction, materials or design.
5. Is of a style particularly associated with the Breckenridge area.
6. Represents a built environment of a group of people in an era of history.
7. Includes a pattern or grouping of elements representing at least one of the above criteria.
8. Is a significant historic remodel.

b. Social:

1. Is a site of a historic event that had an effect upon society.
2. Exemplifies cultural, political, economic or social heritage of the community.
3. Is associated with a notable person or the work of a notable person.

-
- c. Geographic/Environmental:
 - 1. Enhances sense of identity of the community.
 - 2. Is an established and familiar natural setting or visual feature of the community.
 - 2. Archaeological Sites: Archaeological sites shall meet one or more of the following:
 - a. Architectural:
 - 1. Exhibits distinctive characteristics of a type, period or manner of construction.
 - 2. Is a unique example of structure.
 - b. Social:
 - 1. Has the potential to make an important contribution to the knowledge of the area's history or prehistory.
 - 2. Is associated with an important event in Breckenridge's or Summit County's development.
 - 3. Is associated with a notable person(s) or is the work of a notable person(s).
 - 4. Is a typical example of or is associated with a particular ethnic group.
 - 5. Is a unique example of an event in Breckenridge's or Summit County's history.
 - c. Geographic/Environmental:
 - 1. Is geographically or regionally important.

Buried human remains shall be handled in as culturally sensitive and appropriate a manner as possible.
 - 3. Physical Integrity: All properties proposed for designation as landmarks or landmark sites under this chapter shall be evaluated for their physical integrity using the following criteria (a property need not meet all of the following criteria):
 - a. The property shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.

- b. The property retains original design features, materials and/or character.
- c. The structure is on its original location or is in the same historic context after having been moved.
- d. The structure has been accurately reconstructed or restored based on documentation.

B. Historic Districts And Cultural Landscape Districts: Properties that do not contribute to the significance of the historic district or cultural landscape district may be included within the boundaries of a historic or cultural landscape district as long as the noncontributing elements do not noticeably detract from the district's sense of time, place and historical development. Noncontributing elements shall be evaluated for their magnitude of impact by considering their size, scale, design, location, and/or information potential.

District boundaries will be defined by visual changes, historical documentation of different associations or patterns of development, or evidence of changes in site type or site density as established through testing or survey.

In addition to meeting at least one of the following criteria, a historic district or cultural landscape district must be at least fifty (50) years old. The town may waive age requirement for a particular historic or cultural landscape district if the resources within the proposed district are found to be exceptionally important in other significant criteria.

Historic and cultural landscape districts shall meet one or more of the following:

1. Architectural:
 - a. The area exemplifies specific elements of an architectural period or style.
 - b. The area is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally or locally.
 - c. The area demonstrates superior craftsmanship or high artistic value.
 - d. The area represents an innovation in construction, materials, or design.
 - e. The area is of a style particularly associated with Breckenridge area.
 - f. The area represents a built environment of a group of people in an era of history.

-
- g. The area includes a pattern or grouping of elements representing at least one of the above criteria.
 - h. The area includes one or more significant historic remodels.
2. Social:
- a. The area is a site of historic event that has an effect upon society.
 - b. The area exemplifies cultural, political, economic or social heritage of the community.
 - c. The area is associated with a notable person(s) or the work of a notable person(s).
3. Geographic/Environmental:
- a. The area enhances sense of identity of the community.
 - b. The area is an established and familiar natural setting or visual feature of the community.
4. Archaeology/Subsurface:
- a. The area has the potential to make an important contribution to the area's history or prehistory.
 - b. The area is associated with an important event in the area's development.
 - c. The area is associated with a notable person(s) or the work of a notable person(s).
 - d. The area includes distinctive characteristics of a type, period or manner of construction.
 - e. The area is of geographical importance.
 - f. The area includes a typical example of or is associated with a particular ethnic group.
 - g. The area includes a typical example of or is associated with a local cultural or economic activity.
 - h. The area is a unique example of an event or structure. (Ord. 24, Series 2001)

9-11-5: REVOCATION OF DESIGNATION:

- A. If a building, structure or object that is a landmark, is on a landmark site, or is within a historic district or a cultural landscape district, has been lawfully removed or demolished, the owner may apply to the council for a revocation of the designation.
- B. The town council may revoke a landmark, landmark site, historic district or cultural landscape district designation if, after following the applicable procedures prescribed by subsection [9-11-3B](#) of this chapter, it determines that the landmark, landmark site, historic district or cultural landscape district no longer meets the applicable designation standards of section [9-11-4](#) of this chapter. (Ord. 24, Series 2001)

9-11-6: AMENDMENT OF DESIGNATION:

The designation of a landmark, landmark site, historic district or cultural landscape district may be amended to add a building, structure or object to the existing designation under the procedures prescribed by subsection [9-11-3B](#) of this chapter. (Ord. 24, Series 2001)

**9-11-7: PROPERTY STABILIZATION REQUIRED DEMOLITION BY
NEGLECT STANDARDS FOR ALL STRUCTURES:**

- A. The town intends to preserve from deliberate or inadvertent neglect ~~any landmark~~ **of any historic structure**, whose stabilization is necessary to prevent the landmark's **historic structure's** deterioration **or demolition without a permit**.
- B. No owner, lessee, or occupant of any landmark **historic structure** shall **neglect or** fail to prevent stabilization of the landmark or historic structure.
- C. No owner, lessee or occupant of any landmark **historic structure** shall fail to comply with all applicable provisions of this chapter and other ordinances of the town regulating property maintenance of the landmark **historic structure**.
- D. Before the town attorney files a complaint for **demolition by neglect of** ~~failure to stabilize~~ a property as required by this section, the director shall notify the property owner, lessee, or

occupant of the need to stabilize the property, shall endeavor to assist the owner, lessee, or occupant in determining how to stabilize the property, and shall give the owner a reasonable time, not less than thirty (30) days, to perform the required stabilization. (Ord. 24, Series 2001)

9-11-8: RECOGNITION OF MERIT:

A. Recognition List: The council may approve a list of buildings, structures or objects of historical or architectural merit that have not been designated as landmarks and are not within a historic district or a cultural landscape district, to which the council may add from time to time, in order to recognize and encourage the protection, enhancement, and use of such buildings, structures or objects. Such list may include town owned property located outside the corporate limits of the town. Nothing in this section shall be construed to impose any regulations or controls upon buildings, structures or objects of merit solely because they are included on the list.

B. Recognition Program: The council may authorize such steps as it deems desirable to recognize the merit of and to encourage the protection, enhancement, perpetuation, and use of any listed building, structure, object, listed landmark, or listed structure in a historic district or cultural landscape district by, without limitation, issuing certificates of recognition and authorizing plaques to be affixed to the exteriors of such buildings, structures or objects. (Ord. 24, Series 2001)

9-11-9: DEMOLITION CRITERIA:

No "historic structure" as defined in section [9-1-5](#) of this title, or landmark shall be demolished without the owner first having obtained a demolition permit from the town. A demolition permit shall not be approved by the town until a replacement/reuse plan for the property has been approved by the town. An application for a demolition permit pursuant to this section shall be processed as a Class ~~B~~ **major A** development permit application in accordance with the development code, but shall be evaluated only under the following criteria. As part of the development permit application, the town may require that a cultural survey be prepared by a qualified person at the applicant's cost. **An application submitted for the demolition of a**

historic property is very unlikely to be approved because the Town is highly focused on preserving and maintaining its historic elements.

A. Review Criteria For Total Demolition: A permit for demolition shall only be approved if all of the following criteria are met:

1. The building, structure or object proposed for demolition is not structurally sound despite evidence of the owner's efforts to properly maintain it;
2. The building, structure or object cannot be rehabilitated or reused on site to provide for any reasonable economical use of the property;
3. The building, structure or object cannot be practically moved to another site in the town

a. A building or structure can only be moved to another site in the town if the structure has already been moved off of its historic site.

4. The applicant demonstrates that the demolition proposal mitigates to the greatest extent practical the following:

- a. Any impact(s) that will occur to the visual character of the neighborhood where demolition is proposed to occur.
- b. Any impact(s) that will occur to the historic importance of the buildings, structures or objects located on the property and adjacent properties.
- c. Any impact that will occur to the architectural integrity of the buildings, structures or objects located on the property and adjacent properties.

Consideration will be given to whether materials can be recycled for use as part of another building, structure or object.

In the case of archaeological sites, consideration will be given to whether information can be recovered as part of the demolition process.

B. Review Criteria For Partial Demolition: A permit for partial demolition shall only be approved if all of the following criteria are met:

1. The partial demolition is required for the renovation, restoration or rehabilitation of the building, structure or object;

2. The applicant has mitigated, to the greatest extent possible:
 - a. Impacts on the historic importance of the buildings, structures or objects located on the property.
 - b. Impacts on the architectural integrity of the buildings, structures or objects located on the property; and

Consideration will be given to whether materials can be recycled for use as part of another building, structure or object. (Ord. 24, Series 2001)

9-11-10: UNSAFE OR DANGEROUS CONDITIONS EXEMPTED:

Nothing in this chapter shall be construed to prevent any demolition which is immediately necessary to correct an unsafe or dangerous condition of any structure, other object, or parts thereof, where such condition is declared to be unsafe or dangerous by the building official, the Red, White And Blue fire protection district or the director, acting within the scope of their lawful authority, and where the proposed demolition has been declared by the director to be immediately necessary to correct the existing condition. Such immediate measures may be taken only if any necessary permits are obtained. (Ord. 24, Series 2001)

9-11-11: EFFECT ON EXISTING CONSERVATION DISTRICT:

Nothing in this chapter shall affect the designation of the town's conservation district, or any national register listing or designation of landmarks or landmark sites, as the same exist as of the date of the adoption of this chapter. The prior designation of the town's conservation district, and the prior national register listing or designation of landmarks and landmark sites within the town, as the same exist as of the date of the adoption of this chapter, are hereby expressly ratified, confirmed and approved. (Ord. 24, Series 2001)

9-11-12: ENFORCEMENT AND PENALTIES:

A. No person shall violate or permit to be violated any of the requirements of this chapter. Violations of this chapter are punishable as misdemeanor offenses provided in title [1](#), chapter [4](#) of this code. The civil action provisions of section [1-8-10](#) of this code shall be applicable to an alleged violation of the requirements of this chapter.

B. In addition to the civil and criminal penalties provided above, the following violations of this chapter shall be subject to the following additional administrative penalties:

1. An alteration which is made to a landmark or landmark site without an approved development permit issued under the development code may result in up to a one year moratorium on all building and development permits for the subject property.
2. The moving or demolition of a landmark without an approved permit issued under this chapter may result in up to a five (5) year moratorium on all moving, demolition, or building permits for the structure and for the property at the structure's original location. (Ord. 24, Series 2001)

9-11-13: CONFLICT WITH DEVELOPMENT CODE:

In the event of any conflict between the provisions of this chapter and the provisions of the Breckenridge development code¹, the provisions of this chapter shall control. (Ord. 24, Series 2001)

Notes:

- ¹ See chapter [1](#) of this title.

9-11-14: COMPLIANCE WITH BUILDING CODE:

Any repair, alteration or addition which is necessary for the preservation, restoration, rehabilitation or continued use of a landmark may be made without conformance to all the requirements of the town's building code in accordance with section 3403.5 of the town's building code. (Ord. 24, Series 2001)

CHAPTER 1

BRECKENRIDGE DEVELOPMENT CODE

9-1-5: DEFINITIONS:

CLASS A DEVELOPMENT: Any development which includes any of the following activities or elements:

- A. Residential uses which include three (3) units or more.
- B. Lodging and hotel uses.
- C. Any site work or landscaping which is in excess of two hundred thousand dollars (\$200,000.00) in value, to include ski lifts and parking lots.
- D. Commercial and industrial uses, additions and remodels thereto which are one thousand (1,000) square feet in size or greater.
- E. Approval of a master plan on a site five (5) acres or more in size.
- F. Major amendment to a master plan pursuant to section [9-1-19-39A](#), "Policy 39 (Absolute) Master Plan", subsection L, of this chapter.
- G. Those wireless communication facilities permit applications described in section [9-1-19-50A](#), subsection D(1), of this chapter.
- H. Remodel or addition to any historic residential structure within the Historic District or the Conservation District.

I. Demolition or moving of a landmark or historic structure (including any portion of the structure).

CLASS B DEVELOPMENT: Any development which includes any of the following activities or elements:

Class B - Major:

- A. New single-family nonhistoric residential within the Historic District or the Conservation District.
- B. New duplex residential within the Historic District or Conservation District.

- C. Bed and breakfasts, and boarding houses.
- D. Commercial and industrial uses and additions which are less than one thousand (1,000) square feet in size or ten percent (10%) of the existing square footage (unless classified as a Class A development).
- E. Approval of a master plan on a site of less than five (5) acres.
- ~~F. Demolition or moving of a landmark or historic structure (including any portion of the structure).~~

Class B - Minor:

- A. Change of use within a Residential District.
- B. Site work, landscaping, grading, and utility installations on steep slopes (greater than 15 percent) or within environmentally sensitive areas.
- C. Operation of a home childcare business.
- D. Vendor carts, large.
- E. Application for exempt large vendor cart designation.

Class B development is divided into major and minor categories for purposes of payment of application fees¹ only. The procedures set forth in this chapter for the processing of Class B development permit applications apply to both major and minor categories.

CLASS C DEVELOPMENT: Any development which includes any of the following activities or elements:

- A. Change of use outside of a Residential District.
- B. Master sign plans.
- C. Temporary structures to be used for longer than three (3) days.
- D. Additions to commercial, office or industrial structures of less than ten percent (10%) of the existing square footage.
- E. Matters relating to nonconforming uses.

- F. Minor amendment to a master plan pursuant to section -39A, subsection L, of this chapter.
- G. Installation of solar device within the Conservation District.
- H. *Vendor Carts, Small*: A small vendor cart shall be processed as a Class C development permit with public notice requirements per a Class B development permit.
- I. Major remodel to residential condominium, lodging, or hotel structure.
- J. Temporary tents meeting the special requirements set forth in section [9-1-19-36A](#), subsection F(2), of this chapter.
- K. Exterior loudspeakers associated with a commercial use.
- L. Any exterior food and beverage area.
- M. A proposal to designate a landmark or landmark site pursuant to section 9-11-3(B)(2) except when processed concurrently with a rehabilitation development permit.**

The Breckenridge Town Code is current through Ord. 17, Series 2023, passed May 23, 2023.

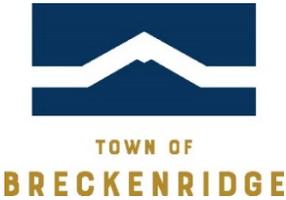
Disclaimer: The town clerk's office has the official version of the Breckenridge Town Code. Users should contact the town clerk's office for ordinances passed subsequent to the ordinance cited above.

[Town Website: www.townofbreckenridge.com](http://www.townofbreckenridge.com)

[Hosted by Code Publishing Company, A General Code Company.](#)

Memo

To: Breckenridge Town Council Members
From: Shannon Smith, Town Engineer
Date: 2/7/2024 (for the 2/13/24 work session)
Subject: Blue River Pathways- Draft Master Plan Review



The Blue River Pathways project has evolved as an extension of the South Gondola Lot redevelopment in 2020 and the need for improved pedestrian connectivity from the parking structure. The project boundaries now include the Blue River corridor from N. French Street to S. Park Avenue and looks to build upon, improve, and revitalize the existing River Walk and Recreation Path within the project limits. A project visioning exercise occurred at the Town Council retreat in May 2023 and project specific goals were established in February 2023. The first round of community engagement was conducted in summer 2023 through a resident survey and stakeholder meetings.

The overarching themes expressed by Town Council in the project visioning included: enhancing east/west connections, prioritizing walkability, adding restrooms and water stations, supporting public art, defining a north/south bike route without dismount zones, formalizing access points to river, providing gathering spaces, minimizing deliveries, preserving authenticity and character, addressing materials management, and improving connectivity on south end to Park Avenue. The specific project goals were developed from the Town of Breckenridge Community Goals, as defined in the Destination Management Plan and Council Goal documents. The public outreach revealed bicycle circulation and safety as the top priorities of residents and businesses, aligning with the project goals.



The Blue River Pathways Master Plan (draft) is attached for review by the Town Council and discussion at the work session. During the work session Norris Design will present highlights of the draft master plan and facilitate comments, questions, and feedback from the Council. The master plan is a document to inform the public, current and future Councils, and staff of the project background, vision, goals, and specific areas for capital improvements. Staff is seeking feedback from the Council on themes covered in the plan, its organization, level of detail, and any other suggestions for edits and improvements to the draft master plan.

The master plan document is organized by geographical segments and each segment has a series of maps to convey different types of information as detailed in the plan. The maps include: Existing Conditions & Ownership, Connectivity, Environment, Maintenance & Operations, and Placemaking & River Access. Staff would like to highlight few specific items below for Council as they review the master plan.

Segment 1: French Street to Watson Avenue

Existing Conditions and Ownership Map: Private property boundaries encompass the river in many locations.

Segment 2: Watson Avenue to Ski Hill Road

Placemaking Map: Staff is proposing to create a small multi-use plaza within the Sawmill Parking lot that supports the Ullr bonfire and east/west connectivity to Main Street. [Does the Council support an Ullr plaza concept in this location?](#)

Segment 3: Ski Hill Rd to Riverwalk Center

Connectivity Map: This segment offers many opportunities for improvements to the bike connectivity and overall circulation. Staff is proposing a new pedestrian bridge for the Shared Rec Path directing bikes to the west side of the river and a cantilevered trail connection behind the Bly Building as illustrated on the Placemaking Map. Path widening for the Shared Rec Path will require reconfiguration of the Ice House and Tiger Dredge parking lots and a loss of parking spaces. [Does the Council support designing a reconfiguration with potential loss of parking to facilitate a wider Shared Rec Path?](#)

Maintenance and Operations Map: Relocation of the Ice House dumpster building is proposed to enhance circulation and safety in the alley. [Does the Council Support the relocation of the Ice House dumpster building?](#)

Segment 4: Riverwalk Center to Park Avenue

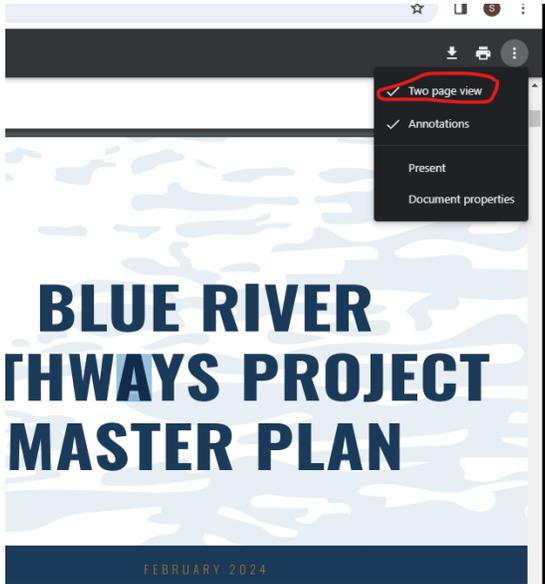
Existing Conditions and Ownership Map: On the east side of the Blue River, most of the River Walk path is on private property in a series of easements. The western side of the river is Town-owned until the Dredge Pond.

Connectivity Map: Two options are shown for the shared Rec Path alignment on the west side of the river depending on redevelopment of the Riverwalk Center, Tiger Dredge and F-Lot. Expansion of the shared Rec Path in this segment will require reconfiguration of the Tiger Dredge parking lot and may result in a loss of parking spaces. Many opportunities exist for enhancing east/west connectivity in this segment.

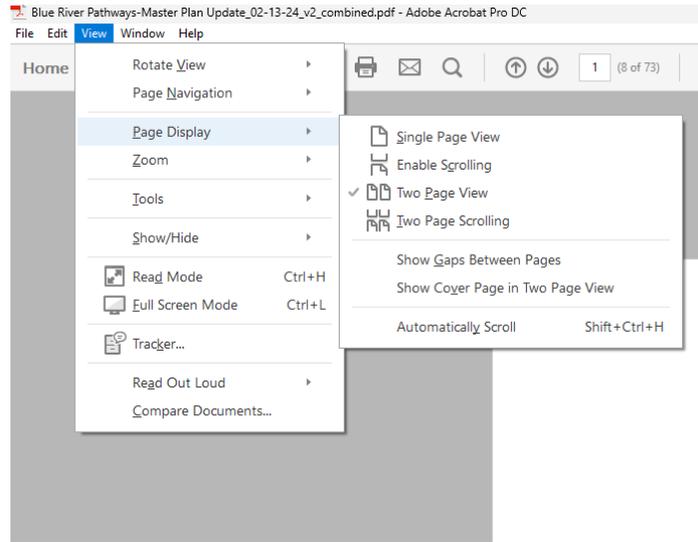
Current capital projects underway for the Blue River Pathways project are shown in the table. Capital projects including the Living Lab Rec Path extension, pedestrian path, and circulation changes in the Gold Pan and Ice House Alleys were completed in spring 2022 & 2023.

	Current Capital Project Funding		
	2023 CIP	MMOF Grant	2024 CIP
Pedestrian Underpass Feasibility and Design	\$ 675,000	\$ 675,000	
Blue River Flow Analysis			\$ 250,000
Schoonover De-construction			\$ 350,000
Living Lab Bike Plaza			\$ 250,000
Food & Beverage Delivery & Logistics Pilot (Design)			\$ 250,000
Total:	\$ 675,000	\$ 675,000	\$ 1,100,000

The master plan document is intended to be viewed in a two-page panel for the map legends to correlate with the maps. If viewing in Granicus, you may need to select "Two page view" from the three dots in the upper right corner. If viewing in Adobe, select "View, Page Display, Two Page View" and ensure "Show Cover Page in Two Page View" is not selected.



How to view master plan in Granicus



How to view master plan in Adobe

BLUE RIVER PATHWAYS PROJECT MASTER PLAN

FEBRUARY 2024



TOWN OF
BRECKENRIDGE

NORRIS DESIGN

PLANNING | LANDSCAPE ARCHITECTURE | BRANDING

TABLE OF CONTENTS

ACKNOWLEDGMENTS	III
1 INTRODUCTION	
PURPOSE	2
GOALS	2
2 COMMUNITY INPUT	
INPUT TIMELINE	8
SURVEY INFOGRAPHICS	8
OUTREACH RESULTS	10
3 RIVER SEGMENTS IMPROVEMENTS	
PROJECT DESCRIPTION	14
SEGMENT 1 – FRENCH TO WATSON	18
SEGMENT 2 – WATSON TO SKI HILL ROAD	30
SEGMENT 3 – SKI HILL ROAD TO RIVERWALK CENTER	42
SEGMENT 4 – RIVERWALK CENTER TO PARK AVENUE	54
CONCLUSION	66
4.APPENDICES	
- EXHIBIT A: TBD	
- EXHIBIT B: TBD	
- EXHIBIT C: TBD	
- EXHIBIT D: TBD	

ACKNOWLEDGMENTS

TBD

1

INTRODUCTION

PURPOSE

Celebrating the Blue River through access, art and environmental enhancement is the ultimate goal of this Master Plan. The River Walk and Recreation Path (Rec Path) have partially been completed through downtown, and this effort seeks to revitalize those existing areas and connect those that have not yet been completed. The purpose of the project is to (1) improve the pedestrian and cyclist connectivity through the historic downtown area, (2) incorporate river restoration and environmental benefits to the corridor, (3) consider redesign and/or organization of parking areas and alleys, (4) identify places for activation and gathering, and (5) improve maintenance, as well as delivery and materials management operations for the Town and downtown businesses.

The Blue River Pathways project encompasses what many know as the area along the Blue River through downtown –the river, Rec Path and River Walk. This Master Plan describes ways to improve, enhance, and revitalize the River Walk corridor in downtown through multiple phases. This scope of work includes the area from French Street on the north to South Park Avenue on the south. The project is complex and has gone through preliminary engineering design for portions of improvements, and public outreach for the entirety of these segments as described in Chapter 2. Future areas for study and incorporation include the northern boundary of Town to French Street to the north and connecting to the Ice Rink to the south. These areas are not contemplated as part of this master plan, however linkages north and south are considered in the recommended improvements.

GOALS

The Town of Breckenridge and Community Goals provided guidance for the overall project goals for the Blue River Pathways Master Plan. The Town’s vision is to find harmony and balance in the quality of life for residents and visitors, with economic sustainability for the community.

1. Community Goals:

- **More Boots & Bikes, Less Cars**
- **Leading Environmental Stewardship**
- **Deliver a Balanced Year-Round Economy**
- **Hometown Feel & Authentic Character**

2. Overall Project Goals:

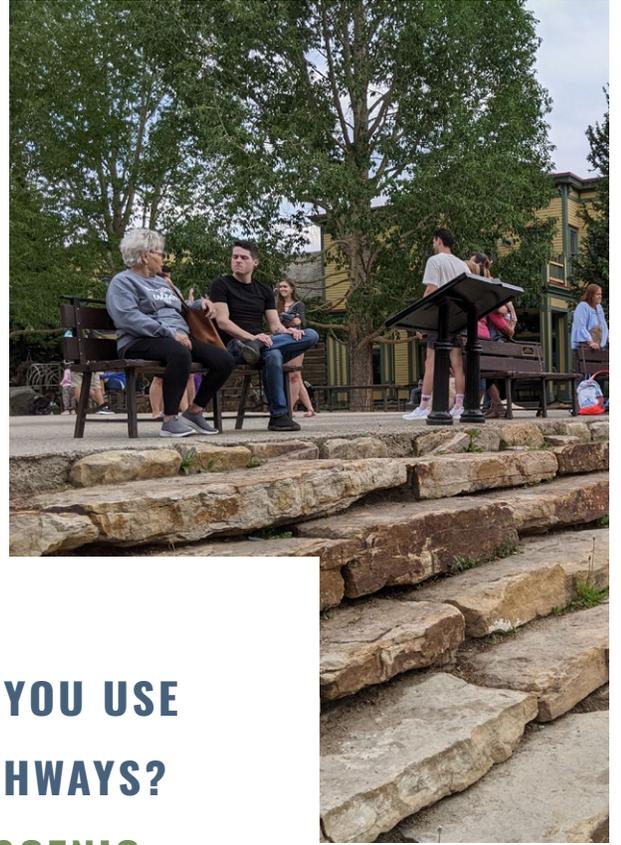
- **Safety:** Reducing, pedestrian, bike, and vehicular conflicts
- **Connectivity:** Having a way for bikes to get all the way through Town
- **Environment:** Improve the health of the river, materials management, and reducing pollution
- **Placemaking:** Enhancing the pedestrian experience along the river
- **Community Engagement:** Understanding all stakeholder needs

Safety

- » Reduce conflicts between pedestrians, bicycles and vehicles.
- » Reduce conflicts between delivery and materials management vehicles in the River Walk, alleys, and throughout downtown.
- » Develop safer street crossings.
- » Increase identification and delineation of uses.
- » Identify specific safety factors for each segment of the River Walk.

Connectivity

- » Provide a linked bikeway without dismount zones through downtown.
- » Create a secondary pathway for pedestrians that is off Main Street, with accessible routes identified.
- » Encourage people to park downtown once, leaving their cars and walking to destinations.
- » Provide clear wayfinding and connections to and around Main Street and other downtown destinations.
- » Identify specific connectivity factors for each segment of the River Walk.



**HOW DO YOU USE
THE PATHWAYS?
“AS A SCENIC
PEDESTRIAN EXPRESSWAY
OFF OF MAIN STREET”**



Goals Cont.¹

Placemaking

- » Enhance the pedestrian experience along the Blue River.
- » Capitalize on river touch points throughout the River Walk.
- » Relieve congestion from Main Street by providing an aesthetically pleasing, comfortable alternative route downtown along the River Walk.
- » Incorporate the rich history of the Town and opportunities for public art.
- » Identify specific placemaking opportunities for each segment of the River Walk.

Environment

- » Identify opportunities to improve the health of the river with increased native vegetation, maintenance, stormwater sediment removal and river flow enhancement.
- » Create moments for human interaction with the river, increasing human health benefits.
- » Create an attractive, safe and well-connected environment to promote walking and biking, reducing vehicular traffic downtown.
- » Enhance current materials management systems for trash, recycling and composting.
- » Identify specific environmental opportunities for each segment of the River Walk.

Community Engagement

- » Memorialize the authentic character and hometown feel of the River Walk through community engagement.
- » Connect with the community through a robust engagement process to involve residents, business and property owners, and visitors in the planning and design process.
- » Understand specific elements unique to each segment, seek out input from stakeholders in each segment of the River Walk for detailed experiences, opportunities, and challenges.

Trail Best Management Practices

- » All width, symbol marking, signage, surface color and alignment recommendations in this document are based on National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guidelines. Below are some examples of how these standards guided the recommendations in this document. Also see the appendix for graphic representation of Trail Best Management Practices.
- » Minimum two-way bike trail to be recommended 12' width, 8' minimum where there are constrained conditions.
- » Multiuse trails should use the desirable 12' width for bike lanes to give adequate space to cyclist and an additional 6' minimum is recommendation for two-way pedestrian lanes. You will see recommendations in the document for multi-use trails to be 18' width where possible.
- » Tubular markers are beneficial when separating two modes of transportation. For example, the Gold Pan Alley Living lab uses tubular markers to separate pedestrian lanes from vehicles.
- » Utilizing the green for bike lanes and blue for pedestrian routes is a national and global standard that we recommend adhering to for clear and consistent wayfinding.

1 additional recommendations can be found in Appendix B



HOW DO YOU USE THE PATHWAYS?
“I THINK IT IS PERFECT TO STROLL AROUND WHILE ENJOYING THE RESTAURANTS OF BRECKENRIDGE”



2

COMMUNITY INPUT

Introduction

Connecting with the community allowed the Town and consultant team to gather feedback, provide information and consider collaborative design solutions from people who use the pathways every day. Interaction with the Town, the community, and stakeholders was a critical step in identifying common concerns, needs, and priorities for River Walk and Rec Path improvements. The following graphics identify the outreach process and key themes that we heard. More detailed information can be found in Appendix A including survey results and notes from stakeholder meetings.

Timeline

March-April 2023

Community Engagement Planning
Base Mapping

June -August 2023

Stakeholder Meetings
Town Party Community Engagement Event
Survey and Interactive Map release to Public
Survey and Community Engagement data analysis and summary
Presentation of results to Town Council

September 2023 – February 2024

Master Plan Process
Draft Document presentation to Town Council

Survey Infographics (appendix a)

PARTICIPANT LOCALITY

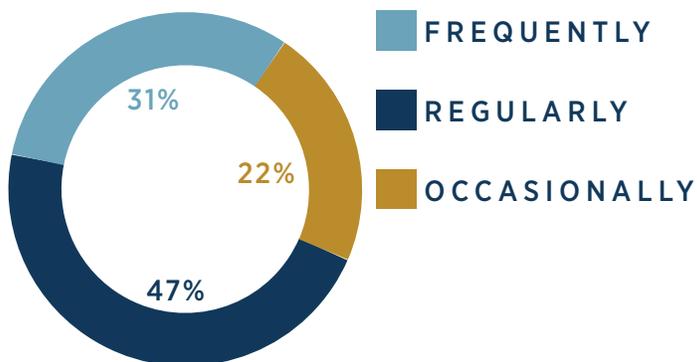
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**LIVE FULL-TIME
IN BRECKENRIDGE**
**LIVE PART-TIME
IN BRECKENRIDGE**
**VISITOR
TOURIST**

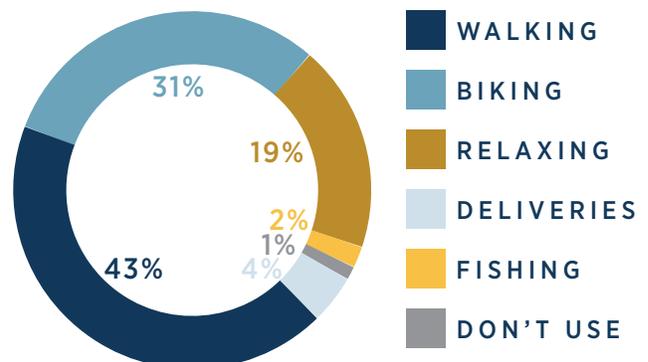
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**LIVE FULL-TIME
IN SUMMIT COUNTY**
**LIVE PART-TIME
IN SUMMIT COUNTY**

PATHWAYS FREQUENCY



PATHWAYS UTILIZATION





SURVEY: PATHWAY PRIORITIES



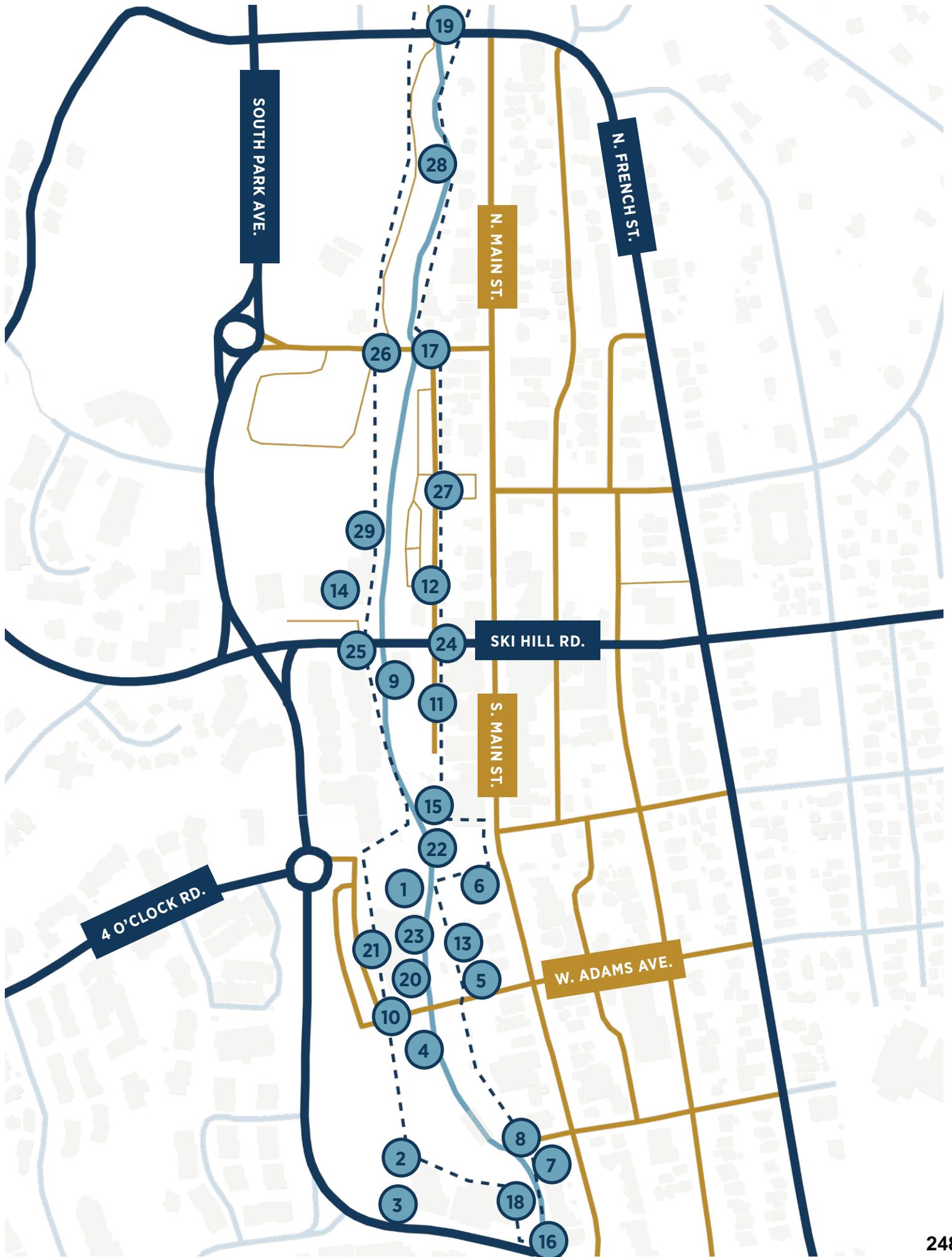
STAKEHOLDER: PATHWAY PRIORITIES



BLUE RIVER PATHWAYS

COMMUNITY OUTREACH RESULTS

- 1 More seating, potentially some shade options?
- 2 Pedestrian access must not interfere with the patio business of existing restaurants along the back of the 4 seasons plaza.
- 3 It can be tricky to get on the start of the path with the narrow side walk and lots of pedestrians.
- 4 The alpine gardens are lack luster and there is no direction to drive pedestrians there.
- 5 This delivery zone is where pedestrians get lost along the walkway- helping to make a clear path and keep people heading south would make the walkway more cohesive.
- 6 This unused green space should be more interactive for pedestrians. A park or year round interactive art feature would be really cool.
- 7 Behind cool river and luigies is usually smelly and gross.
- 8 Would be nice to have a bike path option on BOTH sides of river between icehouse lot and -jefferson ave/alpine gardens.
- 9 Widen rec path behind Bly building, make it more inviting/appealing for bikes to use. Improve rec path crossing at ski hill rd with either an underpass or a raised crosswalk (like at alta verde). Also reorient the ped bridge by icehouse/castaways from e-w to n-s orientation, so that bikes don't have to make two 90-degree turns.
- 10 Add a cross walk so cars know pedestrians have the right of way.
- 11 Delivery trucks are often parked in this area.
- 12 The alley needs to go back to a two-way street since there is now a bike path along the river.
- 13 The trash trails coming from the restaurants that use the dumpsters by the River Walk Center and the one behind Kenosha can be pretty gross.
- 14 Bicycles coming between Town Hall and Prof building is kind of chaos...I know a sign was put up trying to direct people, but I didn't notice any improvement with that.
- 15 Major pinch point for the clash of pedestrians and cyclists on the Riverwalk pathway. The pathway is too narrow and the landscaping creates a blind corner. Further, the concrete on the eastern side of the bridge here needs to be re-worked.
- 16 This would be a wonderful opportunity to mark the beginning of the Riverwalk with a large archway and signage. Additional matching archways could be provided at key intersections to attract pedestrians along the entire pathway.
- 17 Alley development north of Watson Ave. on the eastern side of the river.
- 18 There is no good access from the Riverwalk to South Park Street. I wish the trail could either go around the drive way, or a separate trail be created around the Der Stiermark property.
- 19 Safer crossing needed-more visible.
- 20 Could have better face of riverwalk center.
- 21 Terrible pinch point for the RecPath. RecPath should be re-routed away from the Riverwalk building.
- 22 Bike continuity.
- 23 Put in dedicated and covered bike parking for locals and guests.
- 24 Risky feeling crossing.
- 25 Need wider rec path here.
- 26 Bike underpass crossing at Watson.
- 27 Materials Management Center here?
- 28 BCA: Access point
- 29 BCA meeting: garage potential location for relocated Paley sculpture



3

RIVER SEGMENT IMPROVEMENTS

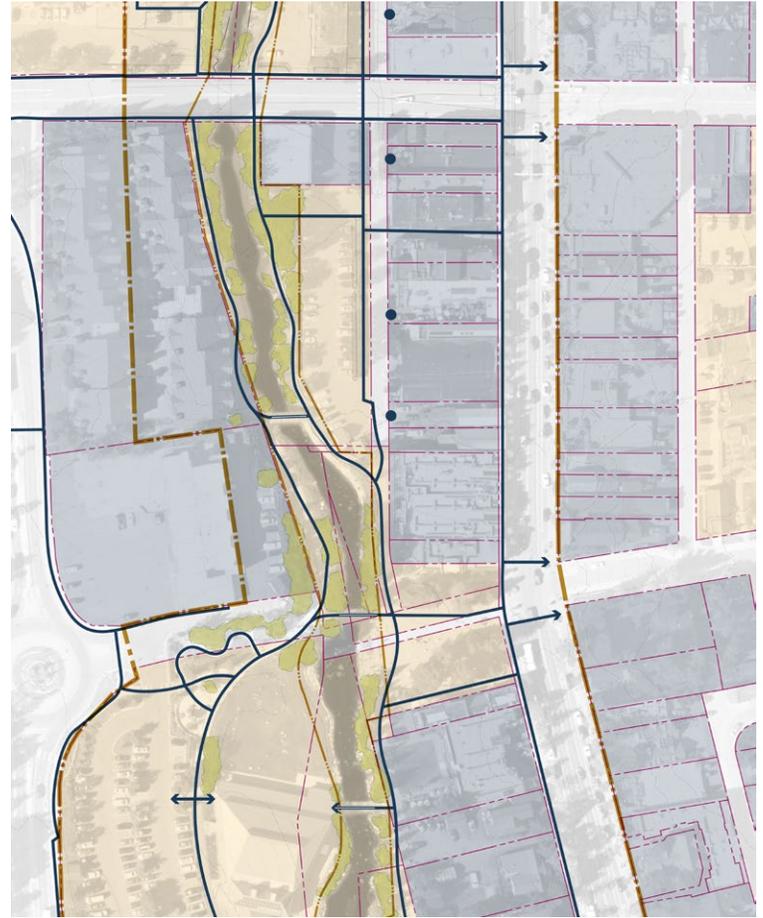
RIVER SEGMENT IMPROVEMENTS

INTRODUCTION

The Town of Breckenridge seeks to improve, enhance and revitalize the current Blue River Rec Path, the Blue River, and adjacent properties in downtown Breckenridge. The project includes four segments of the Blue River, starting at French Street on the north, extending to South Park Avenue on the south. River segments were defined by major roadway crossings or other important community facilities, as identified in the map series. There is potential for additional segments to be added in the future, with connections to the Recreation Center on the north and Ice Rink to the south. Those segments were not a part of this study.

The project is very complex and there are a variety of potential public improvements to each segment. Not all segments are alike, and this master plan describes the unique components of each through a series of maps: Existing Conditions and Ownership, Connectivity, Environment, Placemaking, Management and Operations.

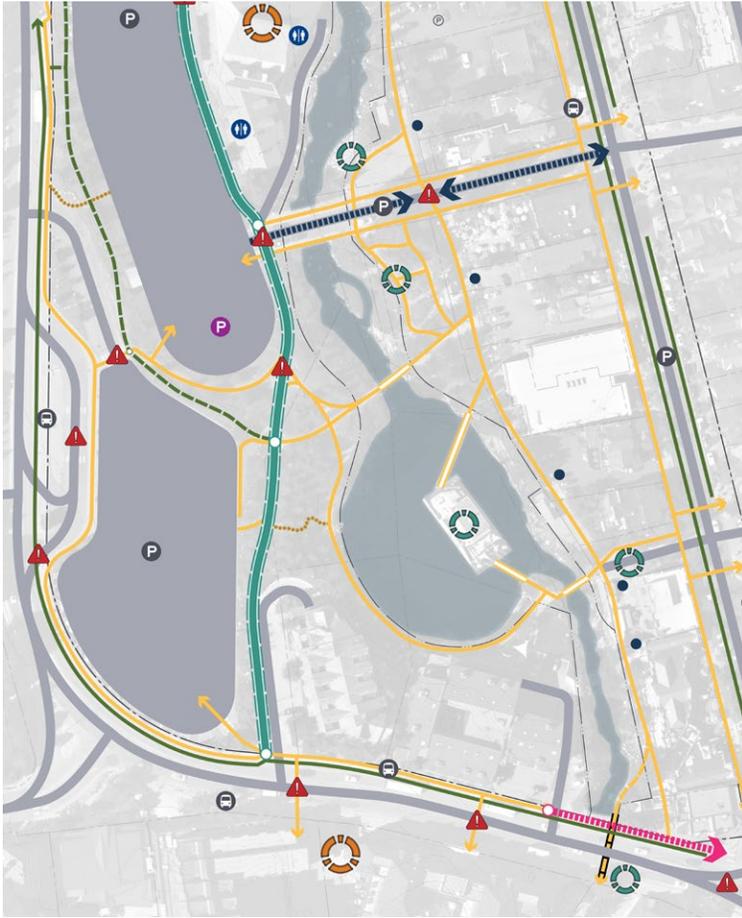
ANALYSIS & METHODOLOGY



EXISTING CONDITIONS and OWNERSHIP

This map series shows the Town's property ownership, rights of way, and private property ownership. The location of the Blue River is shown to describe how the river flows through both public and private properties. This is important to understand potential future construction projects, and partnership opportunities with other owners. Existing conditions for Rec Path and other facilities are also shown in these maps to establish baseline conditions in the project corridor.

ANALYSIS & METHODOLOGY CONT.



CONNECTIVITY

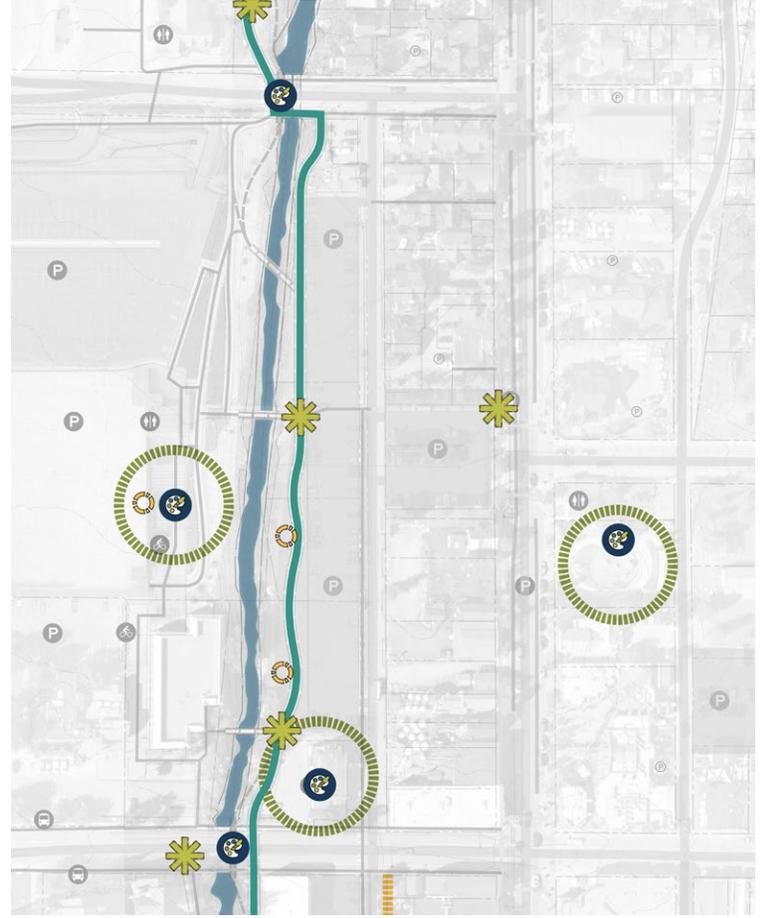
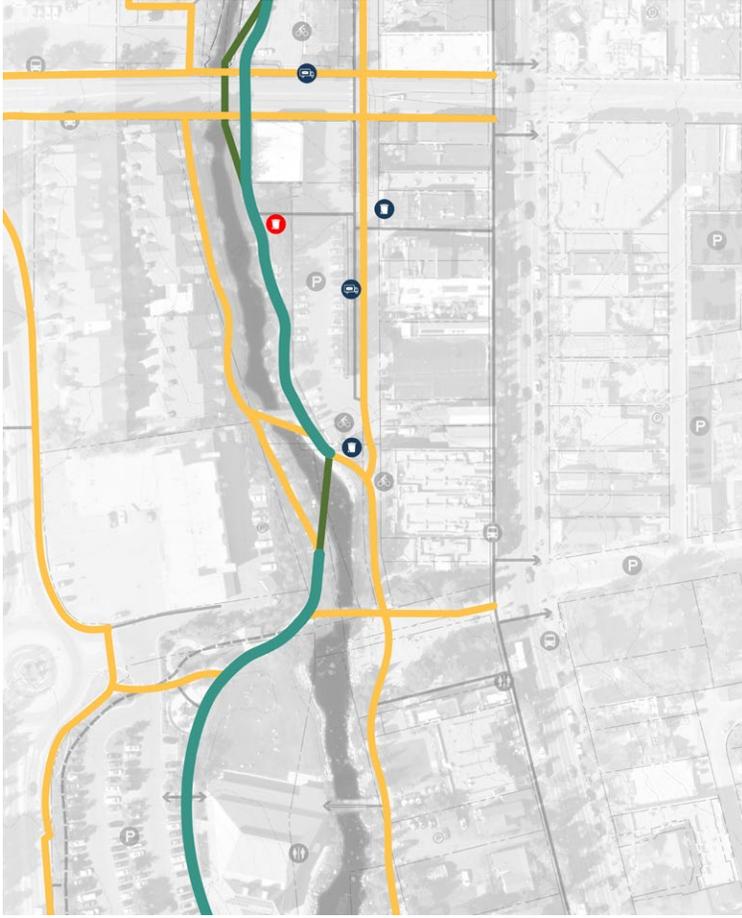
These maps display concepts to extend and improve the Rec Path in the high traffic area of downtown Breckenridge, including a fully connected bikeway through downtown create safer pedestrian and cyclist crossings. Potential locations for new potential underpasses at major roadways and bridges to connect across the river are shown. Conflicts are identified at road crossings and where multiple modes of travel come together. Primary downtown destinations are indicated to understand connections necessary to facilitate movement downtown.



ENVIRONMENT

This map series shows the Blue River corridor's environmental factors, including vegetative cover, wetlands, steep slopes, erosion and drainage patterns, and considerations for environmental preservation and river health improvements to each segment of the Blue River corridor are studied.

ANALYSIS & METHODOLOGY CONT.



MAINTENANCE and OPERATIONS

This map series shows key considerations for Town maintenance and operational needs, such as materials management (trash, recycling, compost), deliveries and snow removal and plowing. The river and Rec Path have provided back-of-house operations for Main Street businesses, with functions such as deliveries, materials management, snow removal and private parking. The Rec Path is plowed through this entire downtown corridor.

PLACEMAKING AND RIVER ACCESS

This map series identifies areas for creativity, arts, moments of wonder and gathering. Placemaking is all of the elements that make up the identity and experience of a space. The placemaking maps show aesthetic enhancements, places to connect to the river, and public art features. There are unique opportunities for people to connect with the river and the arts in downtown, and to create better connections to key town facilities, such as the Creative District campus, and to privately owned improvements, such as patios outdoor dining along the river and alleys.



FRENCH STREET TO WATSON AVENUE

Segment Introduction

This segment of the Blue River and Rec Path runs from French Street on the north to Watson Avenue on the south, traversing along the east side of the North Gondola parking lot, Breck Connect Gondola, and Breckenridge Transit Station with North Main Street businesses on the east side of the river. The river has more curvature and wetlands through this segment than other areas, and the Rec Path through this segment is narrow and disconnected from the river by topography and dense wetland vegetation. This segment of path is adjacent to a large surface parking lot and snow storage can separate the Rec Path from the rest of the site during the winter months.

The town controls the western bank of the river through this segment and owns the corner of Main Street and French Street. This is a key corner connecting Main Street to the Blue River Path. There is a variety of property ownership on the east side, with some segments further into the river corridor. The town owns a parcel adjacent to the river on the east side where the historic Gaymon Cabin is located.

The Transit Center, Breck Connect Gondola, and North Gondola Lot are the major destinations within this section for vehicles, buses, pedestrians and cyclists. The overall congestion and modes of travel creates conflicts along Watson Ave. where different modes of transit meet. Due to the number of destinations and modes of travel, this segment of the Rec Path is heavily used and there are opportunities to enhance safety through better delineation of use, separation of circulation modes, and improved connectivity across the river with a proposed pedestrian bridge and under Watson Avenue as an underpass. There are a lot of opportunities for improved connectivity and gathering on this segment with more room to accommodate these features than some of the other more heavily developed segments through town.



FRENCH ST

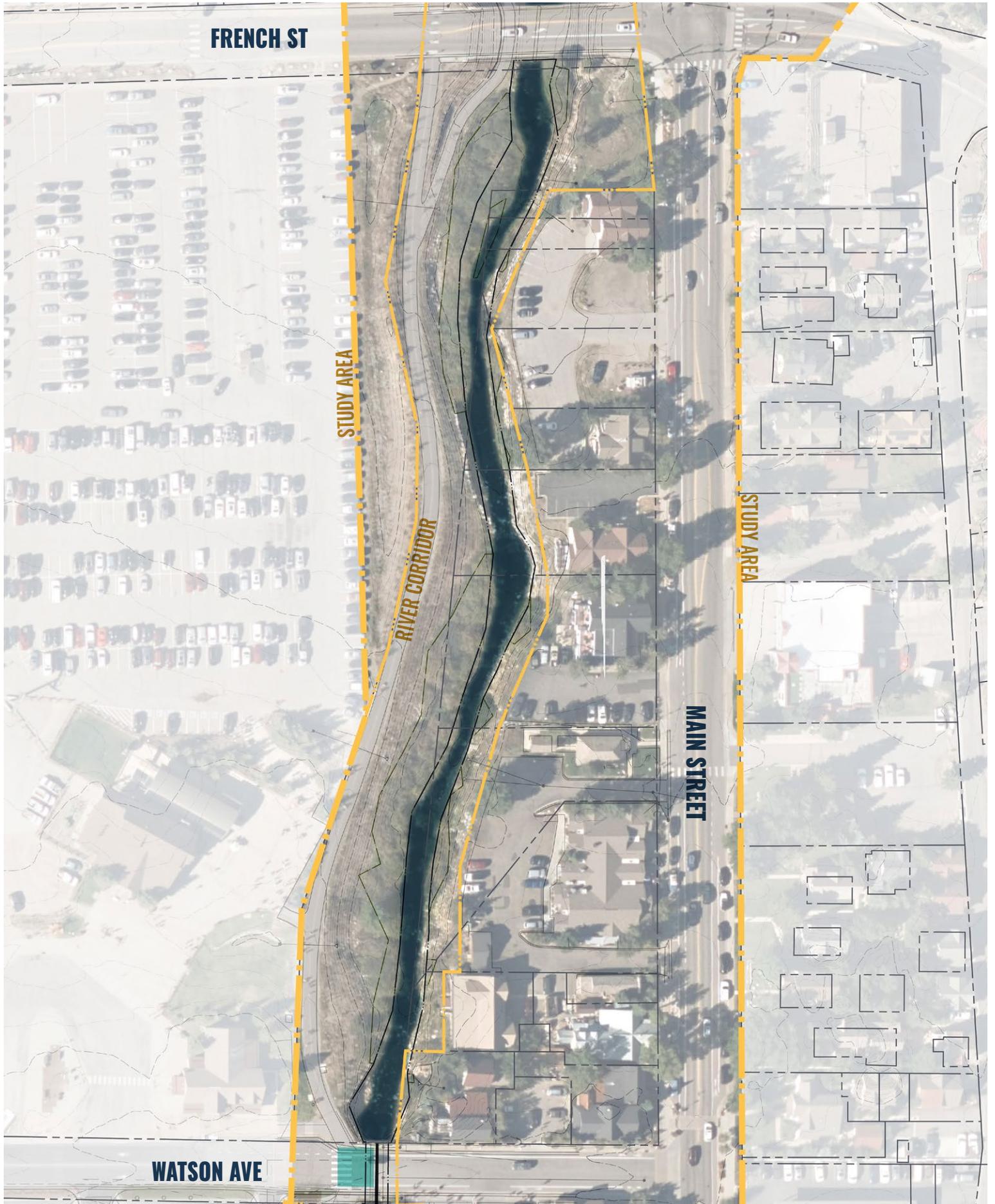
STUDY AREA

RIVER CORRIDOR

STUDY AREA

MAIN STREET

WATSON AVE



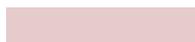
FRENCH STREET TO WATSON AVENUE

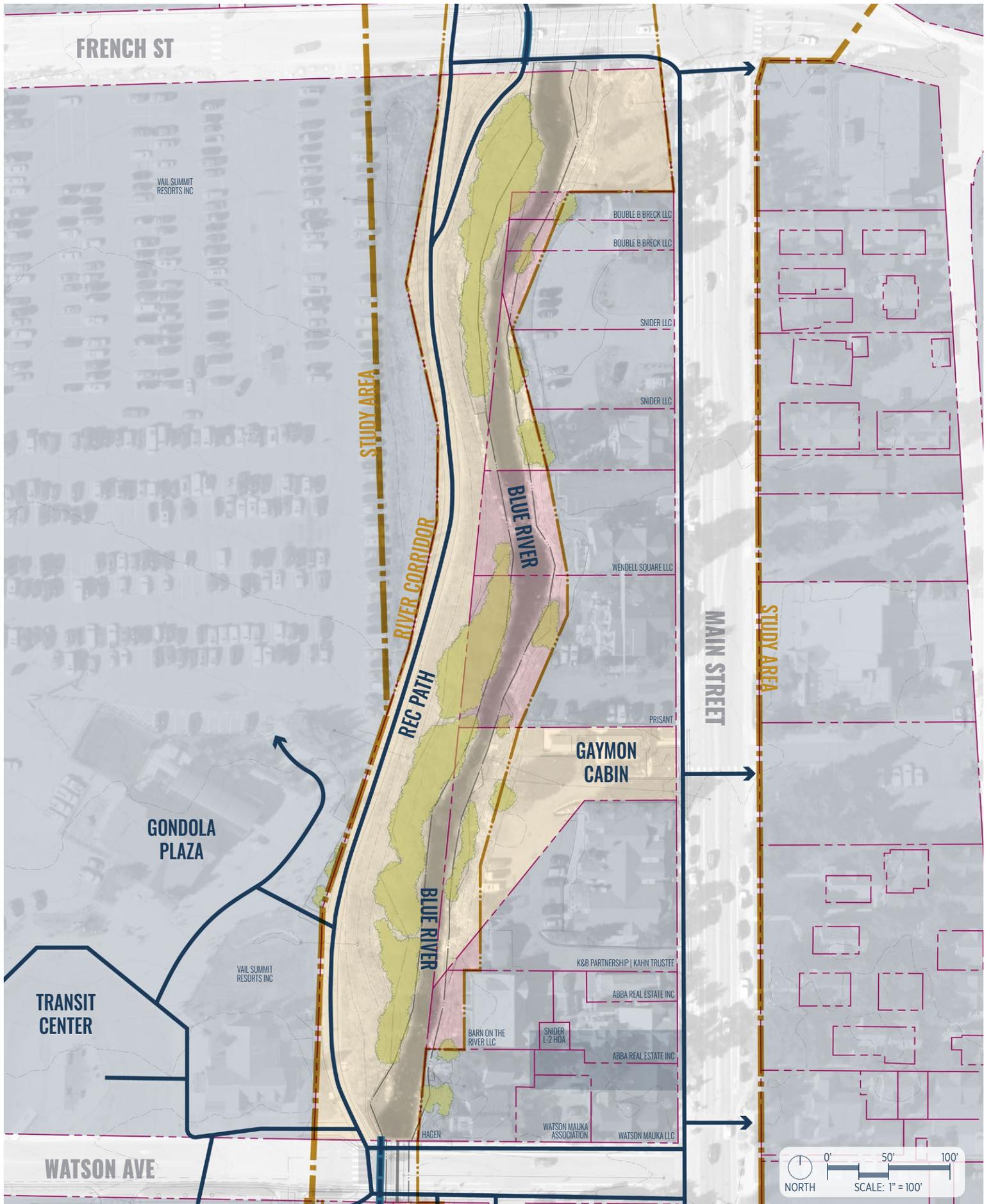
Existing Conditions & Ownership

Findings

- » The Town's property ownership is constrained at Watson Avenue on the east side of the river.
- » The Town has an existing lease for the transit center at the North Gondola Lot.
- » The Town owns property on the east side of the river at the Gaymon Cabin site, that includes the historic structure, access and parking.
- » The existing shared use path is too narrow to handle the amount of existing pedestrian and bicycle traffic. The trail width creates safety issues for pedestrian and bicycle shared use. There is property available for expansion of the Rec Path.
- » The French Street underpass has steep grades, sharp curves, and no lighting. Widening the Rec Path through this section does not require additional property, however will require changes to the walls and/or structure.
- » There are conflicts between vehicles, buses, pedestrians, and bicycles at the Watson Avenue crossing.
- » Path-River Disconnect - The existing shared use path is elevated above the river and does not provide places for people to engage with the river. Flat areas adjacent to the river provide placemaking opportunities to create touch points with the river as shown on the Placemaking map.
- » Congestion & Conflicting Uses – There are conflicts between Gondola queuing and Rec Path users on busy days.
- » Environmental Constraints – There are significant wetlands along the river within this segment. The French Street underpass also has erosion issues at river banks and storm drains that need to be addressed.

LEGEND

	Property Line
	Existing Connections
	Social Trails
	Study Area
	River Corridor
	Town Owned Land
	Privately Owned River Corridor
	Privately Owned Land
	Existing Vegetation
	Private Alley Access



FRENCH STREET TO WATSON AVENUE

Connectivity

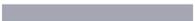
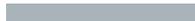
Findings

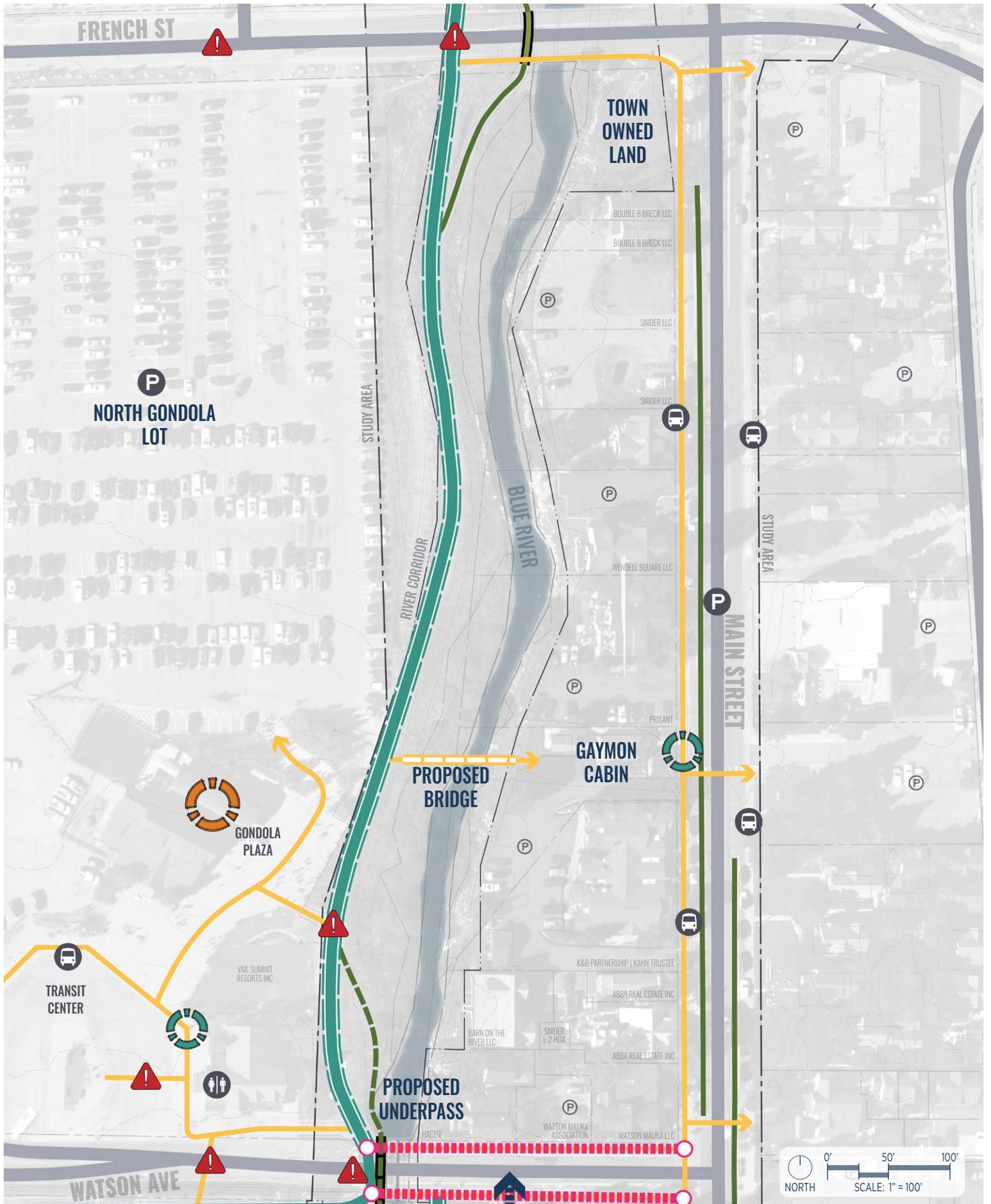
- » The existing shared use path is too narrow to handle the amount of pedestrian and bicycle traffic. The trail width creates safety issues for pedestrian and bicycle shared use.
- » The French Street underpass has steep grades, sharp curves, and no lighting.
- » There are conflicts between vehicles, pedestrians, buses and bicycles at the Watson Avenue crossing.
- » The existing shared use path is elevated above the river and does not provide places for people to engage with the river. Flat areas adjacent to the river provide placemaking opportunities to create touch points with the river.
- » There are conflicts between Gondola queuing and Rec Path users on busy days. This congestion adds to the already conflicting uses and modes of travel in this segment.
- » There is no east to west pedestrian or bicycle connection across the Blue River in this segment.
- » The North Gondola lot is a large surface parking reservoir in this segment, totaling over 6 acres. The lot is privately owned.
- » The Town has a lease for the transit center at Watson.

Opportunities for Improvement

- » Widen the Rec Path to accommodate pedestrians and cyclists from 11' to 14' (minimum), 18' preferred. This segment is a high traffic area and has a convergence of transportation modes, recommending the 18' width for this segment.
- » Designate areas for cyclists and pedestrians to circulate safely through changes in pavement type and vertical indicators.
- » Develop a new underpass at Watson Ave to reduce conflicts between pedestrians, cyclist, and motor vehicles.
- » Widen sidewalks along Watson Ave from 5' to 8' (minimum) on at least one side of the street, preferably the north side if only one side is feasible, to facilitate the volume of pedestrians connecting between Main Street, the parking garage, and the Gondola Plaza Area.
- » Proposed bridge across the Blue River connecting to the Gaymon Cabin Site to reduce the pressure on Watson Ave and create additional linkage to north Main Street businesses.
- » Increase visibility of the French Street crossing to decrease car and pedestrian conflicts.
- » Consider changes to the adjacent Gondola Plaza, increasing the paved queuing area and minimizing the lawn area. This may require changes to detention, including vault structures.
- » If future development is proposed on the North Gondola Lot, create separation and queuing areas alongside the Rec Path with direct connections to the path at designated locations.
- » Relocate the existing Transit Center to enhance connectivity from the S. Gondola Lot.

LEGEND

	Property Line
	Study Area
	River Corridor
	Road
	Directional Roads
	Widened Paths
	Shared Rec Path
	Bike Route
	Walking Path
	Social Trail
	Proposed Bridge (white - var. trails color by use)
	Existing Bridge (white - var. trails color by use)
	Existing Tunnel (black - var. trails color by use)
	Proposed Tunnel (black - var. trails color by use)
	Expanded Sidewalk
	*proposed connections dashed
	Blue River
	Major Destination
	Destination
	Conflict
	Private Alley Access
	Bus Stop
	Parking / Permit Parking
	Existing Bike Parking
	Proposed Bike Parking
	Bathroom
	Private Parking



FRENCH STREET TO WATSON AVENUE

Environment

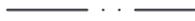
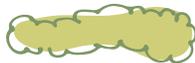
Findings

- » Storm drain inlets and steep banks are at risk or currently experiencing erosion impacting the health of the river.
- » Surface parking lots in this segment run-off directly into the stream on the east bank.
- » Numerous storm drains outflow into this segment, which will greatly impact the volume of water through this segment during storm conditions and increase sediments loading to the river.
- » Established wetlands are located along the west bank of the river in the flatter areas of the corridor.
- » Existing river structure in this segment includes steep channel slope (3% or greater), high stream power, areas of instability and shear stresses.
- » The river's lack of bedform diversity limits the river's health and function.
- » There is grade change in the existing culvert below Watson Avenue, with approximately 2' of fall at the north side outfall.

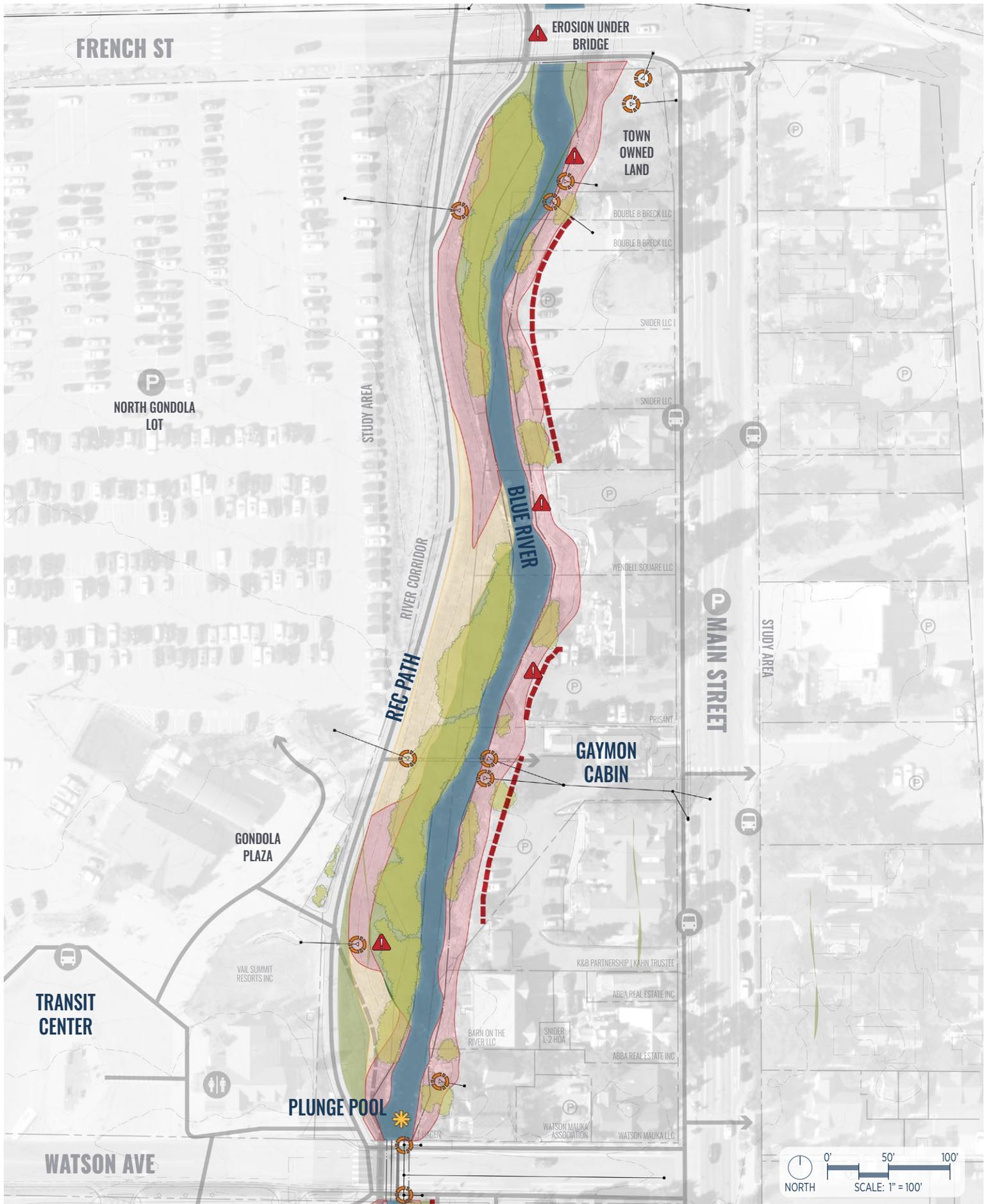
Opportunities for Improvement

- » Increase vegetative cover on eastern slopes to reduce surface-runoff pollution and river sedimentation.
- » Create a maintenance plan for existing wetland vegetation.
- » Add more trees and other vegetation to increase shade over river for habitat creation, especially in the areas designated for pedestrian access.
- » Improve stormwater outfalls.
- » Enhance river functionality at existing French Street underpass.
- » Where there is sufficient space, creating a terraced channel within the Blue River corridor can reduce the stream power and water surface elevations during flood events, especially in areas where the banks have been over-steepened due to historical grading.
- » Provide additional floodplain conveyance, in-stream structure, and enhancing vegetation along the river to help restore proper river functions.
- » Where space allows, stream realignment could restore some of the river's sinuosity along with in stream structures such as riffles and step-pools.

LEGEND

	Property Line
	Study Area
	River Corridor
	Potential Surface Run-off
	Pollution Source
	Walled or Armored Bank
	Blue River
	Unstable Steep Bank Slope
	Moderately Steep Bank Slope
	Stable Bank Slope
	Established Vegetative Cover
	Storm Drain Outfall
	River Feature
	Erosion
	Bus Stop
	Parking / Permit Parking
	
	Bathroom
	Private Parking

Note: Water quality and detention on privately owned land is not part of this analysis.



FRENCH STREET TO WATSON AVENUE

Maintenance and Operations

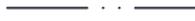
Findings

- » Maintenance and service access supporting the businesses in this segment are not in conflict with the existing Rec Path. The proposed changes to connectivity will help facilitate better function of the Rec Path and Blue River as a whole.
- » There are no existing materials management facilities in this segment.
- » This segment is plowed during the winter months.
- » Service and delivery vehicles do not currently access Main Street business from the River Walk in this segment.

Opportunities for Improvement

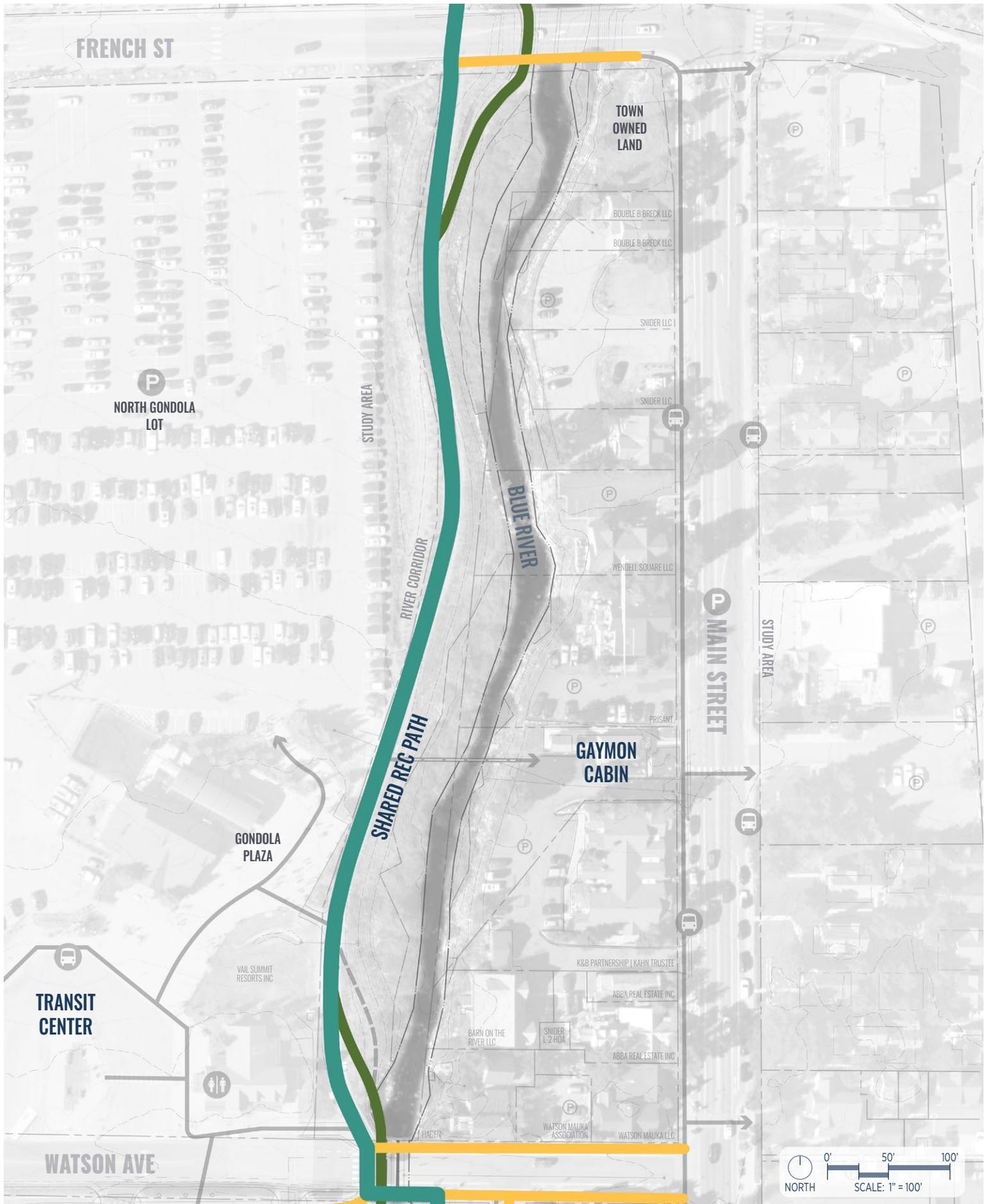
- » Rec path widening in this segment and the proposed pedestrian bridge should be wide enough to accommodate both maintenance vehicles and select service vendor.
- » A new bridge to north Main Street businesses should be able to accommodate small vehicles for materials management operations.
- » Stream realignment and improvements along with continued maintenance of the river corridor, grades and in stream structure to help reduce high flows, wash outs, vegetation loss and stress on river bank.
- » Create maintenance plan for wetland vegetation to maintain its health and improve aesthetics.

LEGEND

-  Property Line
-  Study Area
-  River Corridor
-  Shared Path
-  Bike Route
-  Primary Walking Access

-  Existing Town Materials Management Facilities
-  Proposed Trash Enclosure
-  Loading Zone
-  Bus Stop
-  Parking
-  Bathroom





FRENCH STREET TO WATSON AVENUE

PLACEMAKING

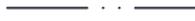
Findings

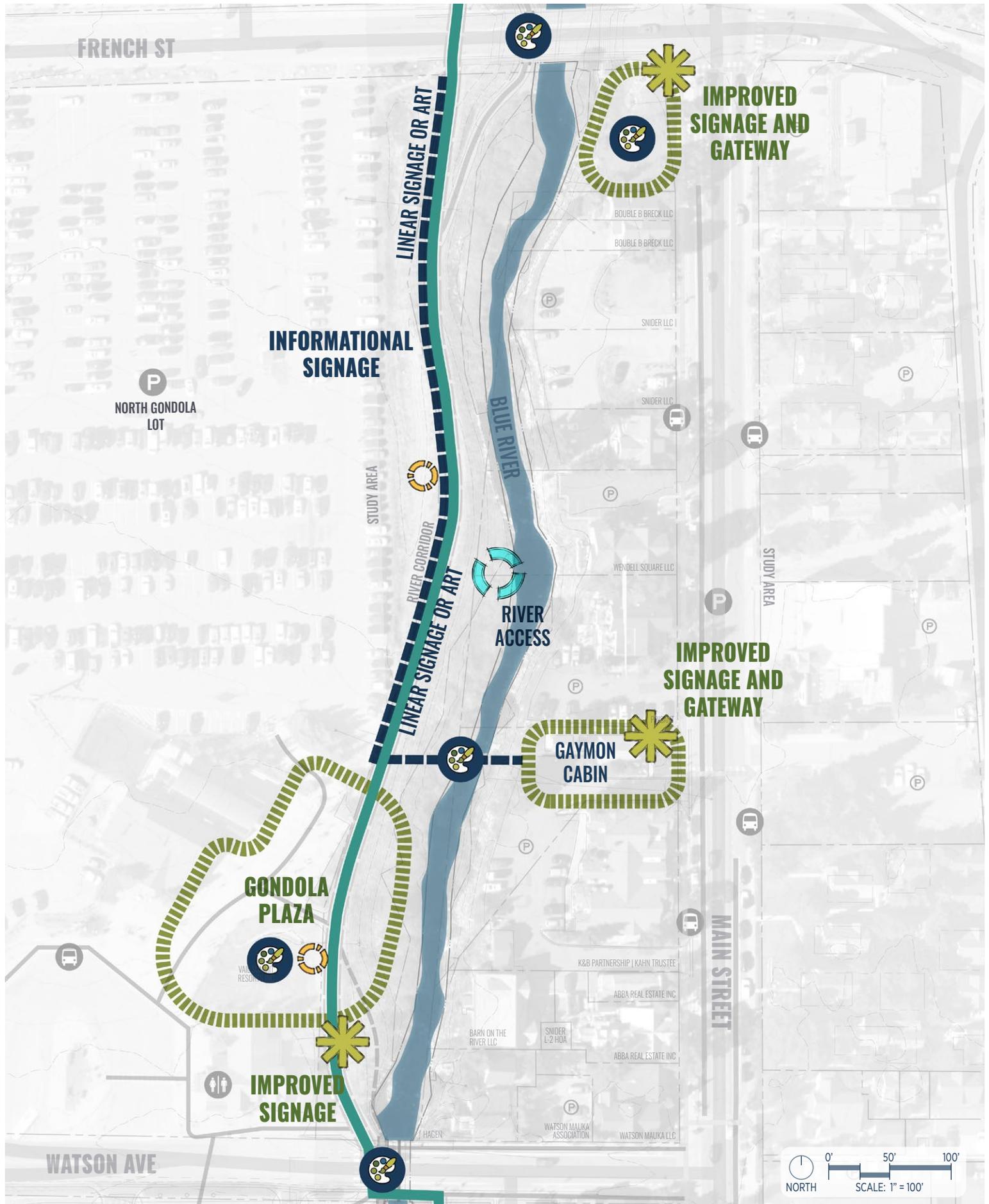
- » The French to Watson segment has significant opportunities for placemaking enhancements due to its overall width and location, and adjacency to key Town facilities and potential for better connection to north Main Street businesses. This segment of the river corridor serves as a transition point downtown and primary location for multi-modal transportation access.
- » The flat benched areas along the river have excellent potential for pedestrian access and creation of a river touch point.
- » The Gondola Plaza is an established area that lacks connection to the river.
- » The existing lawn / detention area between the Gondola Plaza and the transit center is underutilized space.
- » There is landscape buffer area and existing detention along the existing Rec Path, between the path and North Gondola Lot.
- » The intersection of French Street and Main is Town owned. This corner has significant potential for improvement as a gateway opportunity.

Opportunities for Improvement

- » Public Art: Rotating or permanent art installations along the corridor in a variety of ways, including within the existing underpass at French Street and as part of a future underpass at Watson Ave. Functional art is another alternative – bike racks, seating, lighting, etc.
- » A river access for pedestrians to gather and enjoy the environment should be created in this segment. This area should be large enough to accommodate groups and be separated from the Rec Path and trails for safety. This location could also include art in form of sculpture, function or education.
- » The Gondola Plaza and transit center, existing lawn and detention area should be redesigned to allow for bicycle parking, public art and other uses with detention vaulted or redirected.
- » The proposed pedestrian bridge connecting to north Main Street businesses should be iconic and guide people towards destinations (“to gondola and transit center”, “to Main Street”). The bridge design should provide connection to the river from the Gondola Plaza.
- » There is opportunity to include education in this segment with the existing wetlands and vegetation.

LEGEND

	Property Line
	Study Area
	River Corridor
	Road
	Bike Route
	Walking Path
	Social Trail
	Rec Path
	Activation Area
	Engage Businesses
	Creative District Connection
	Liner Art
	Blue River
	Potential for Improved River Access
	Pull-Off or Rest Area
	Opportunity for Better Signage or Gateways
	Potential Art Installation / Destination
	Bus Stop
	Parking
	Bathroom



FRENCH ST

INFORMATIONAL SIGNAGE

P
NORTH GONDOLA LOT

STUDY AREA

LINEAR SIGNAGE OR ART

RIVER CORRIDOR
LINEAR SIGNAGE OR ART

RIVER ACCESS

IMPROVED SIGNAGE AND GATEWAY

IMPROVED SIGNAGE AND GATEWAY

GAYMON CABIN

GONDOLA PLAZA

VALE RESOURCES

IMPROVED SIGNAGE

BLUE RIVER

MAIN STREET

WATSON AVE

BOUBLE B BRECK LLC

BOUBLE B BRECK LLC

SNIDER LLC

SNIDER LLC

WENDELL SQUARE LLC

K&B PARTNERSHIP | KAHNI TRUSTEE

ABBA REAL ESTATE INC

BARN ON THE RIVER LLC

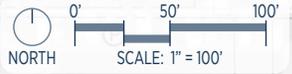
SNIDER L2 HOA

ABBA REAL ESTATE INC

HAGEN

WATSON MALIKA ASSOCIATION

WATSON MALIKA LLC



WATSON AVENUE TO SKI HILL ROAD

Segment Introduction

This segment of the Blue River and Rec Path runs from Watson Avenue to the north and Ski Hill Road on the south. The Blue River is tightly channelized in this segment due to large parking reservoirs on both sides. The South Gondola Parking Garage (“Garage”) and surface lot is located to the west, and the Sawmill Lot, an employee parking lot, on the east adjacent to Main Street businesses. Development of the South Gondola Parking Garage created amenities and pathways along the west side of the river, including a plaza space, restrooms, bicycle parking, enhanced signage, landscaping, lighting and wide paved trails that connect from Town Hall to Watson Avenue. An existing pedestrian bridge facilitates movement across the Blue River at the Garage, connecting to Main Street through the Sawmill and Wellington Parking lots. The Town owns most of the property along this segment, which will allow for flexibility and creativity in future improvements.

The Garage is the starting off point for many visitors and residents that arrive in downtown Breckenridge with their vehicle, with primary destinations being the Gondola, Riverwalk Center and Main Street. The amenity and pedestrian scale improvements made with the Garage have significantly improved connectivity in this segment, but there are many opportunities to further enhance the experience. This area is a pivotal point for the Rec Path to direct pass-through bicyclist movement through downtown at Ski Hill Road.

The Town completed a “Living Lab” in this segment in 2022 to test bicycle, pedestrian and vehicular circulation. The improvements created new connections that did not previously exist in this segment. Improvements included an asphalt shared use path along the east side of the river, a blue striped pedestrian lane in the Gold Pan Alley with removable bollards connecting from Ski Hill Road to the pedestrian bridge, one-way vehicular traffic from Ski Hill Road to the Wellington Lot, changes to the Sawmill Lot to facilitate safe movement across the river towards the east, changes to delivery and bus locations, and enhanced green bicycle striping on Watson and Ski Hill Roads. The “Living Lab” was considered a success and continued in 2023.

A second phase of the Living Lab will be implemented in 2024 and includes a bicycle arrival plaza that includes bike racks, a water bottle filling stations, and temporary restrooms.

WHAT IS A LIVING LAB?

A Living Lab is a way to test improvements with low-cost solutions that aim to meet the project goals -- such as safety and connectivity. Living Lab improvements are focused on the user and provide the Town with real-time information on how the improvements are being used. Seeing how people use the Living Lab will inform future improvements to this segment of the river, and similar tactics may be implemented in other segments.





WATSON AVE

STUDY AREA

STUDY AREA

MAIN STREET

LIVING LAB

SKI HILL RD

WATSON AVENUE TO SKI HILL ROAD

Existing Conditions and Ownership

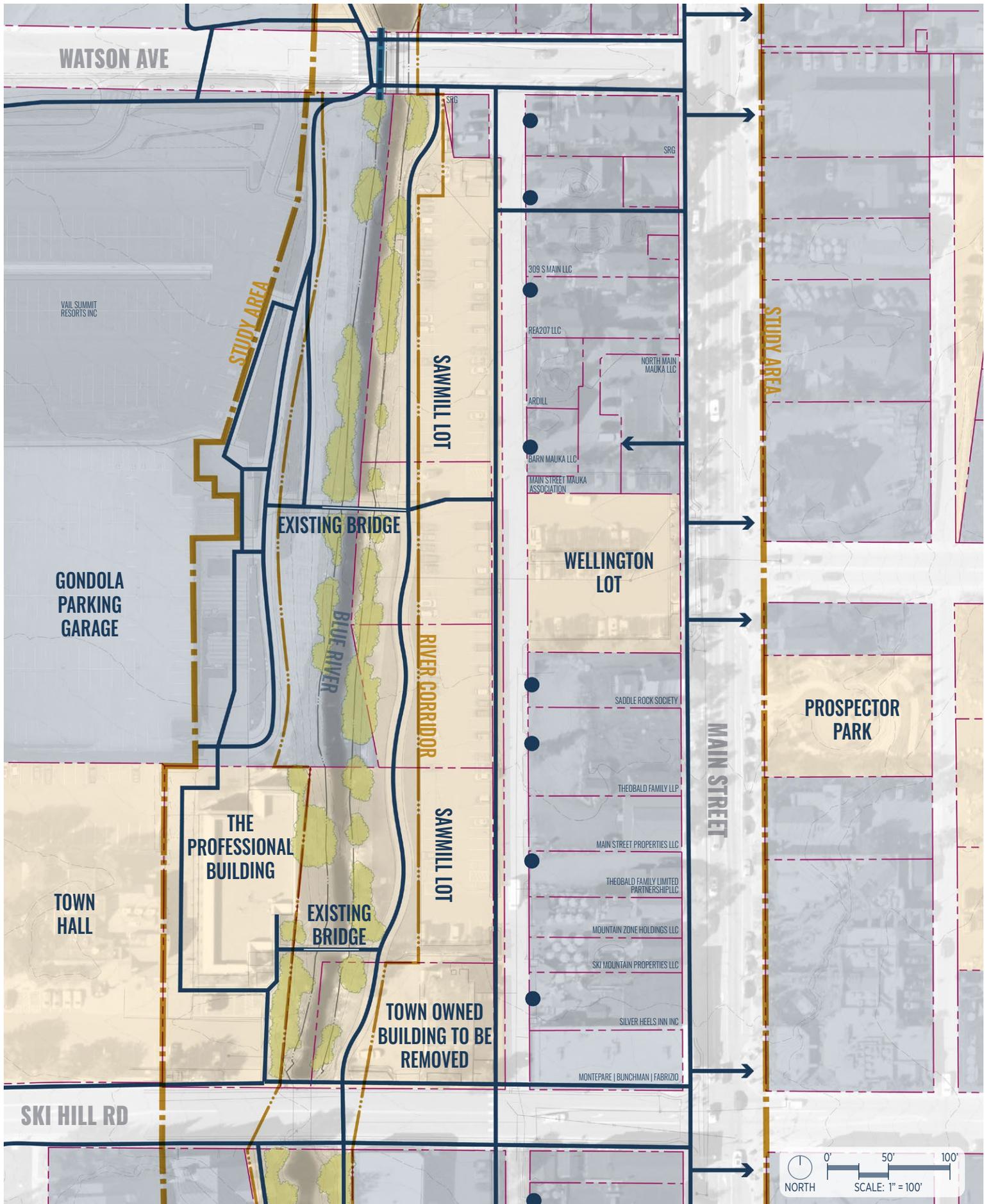
Findings

- » The Town has majority ownership in this area, which will allow for more flexibility and creativity in future improvements.
- » The Town owns the Schoonover Building adjacent to Ski Hill Road, which is an opportunity area for pedestrian and bicycle needs (restrooms, bike racks, gathering areas, etc.) and will be incorporated into Phase II of the Living Lab.
- » This segment must strive to achieve a balance between (1) the need for parking, (2) the need for enhanced pedestrian and bicycle movement and (3) the opportunities for improved stream habitat and environment.
- » Private back-of-house access to Main Street buildings must be maintained.
- » Watson and Ski Hill Roads are both high vehicular traffic areas. There are no underpasses at Watson or Ski Hill Roads, which results in conflicts with vehicles at both street crossing locations.
- » There are placemaking opportunities along the river and pathway, especially near the existing river bridge and at Ski Hill Road (Schoonover Building)
- » The pedestrian lane in the alley and one-way traffic circulation has improved safety and reduced conflicts between people and cars.
- » The alley has significant placemaking opportunities and can function as more than a “back-of-house” area.
- » Main Street property and business owners in this segment have opportunity to improve the rear of their buildings with alley / Blue River / mountain facing patio spaces.

LEGEND

- Property Line
- Existing Connections
- Social Trails
- Study Area
- River Corridor
- Town Owned Land
- Privately Owned River Corridor
- Privately Owned Land
- Existing Vegetation
- Private Alley Access





WATSON AVENUE TO SKI HILL ROAD

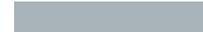
Connectivity Findings

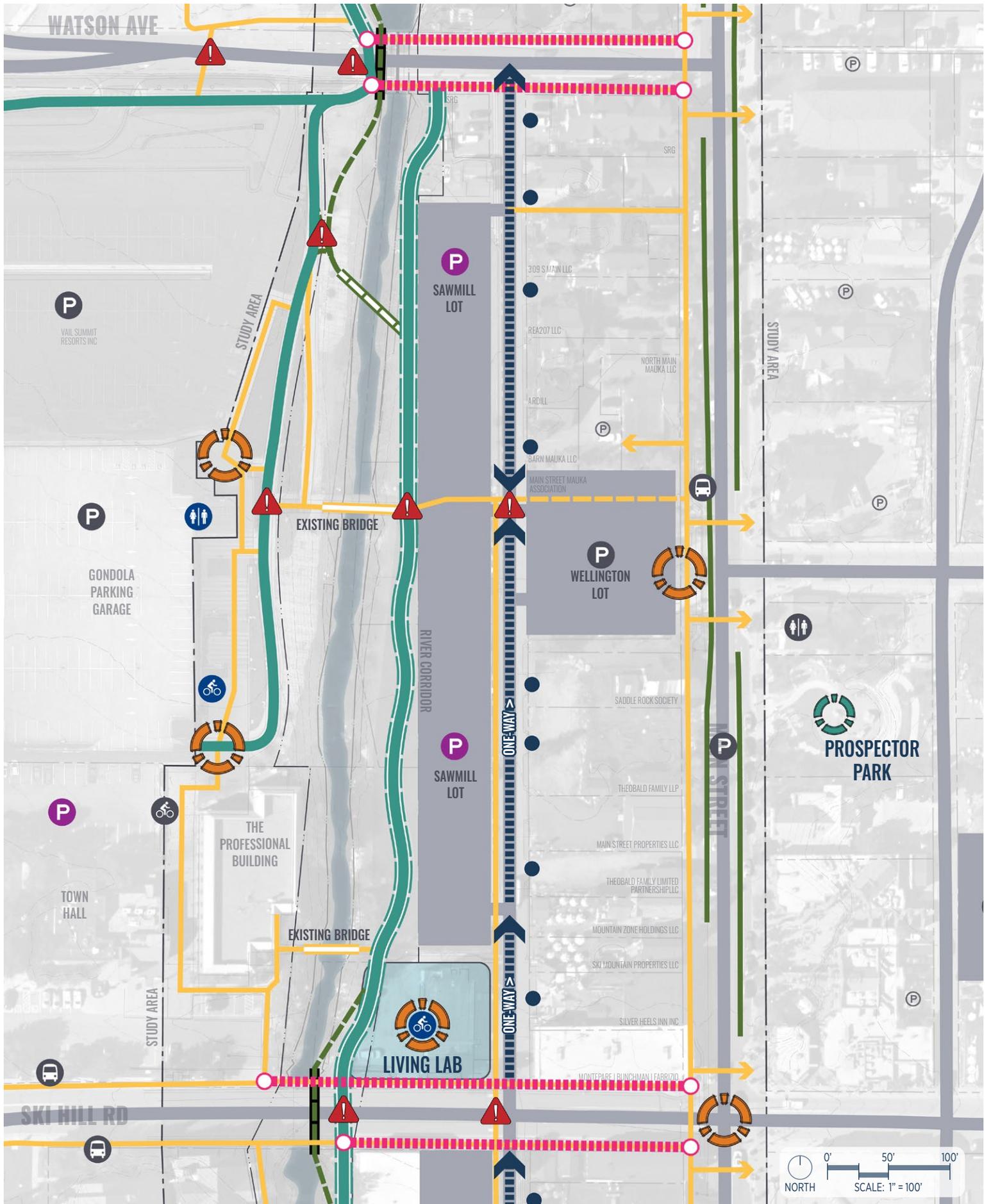
- » The Gondola Parking Garage is the starting off point for many visitors and residents arriving by car, with primary destinations being the Gondola and Main Street.
- » The pedestrian scale amenity improvements made with the Garage have significantly improved connectivity in this segment, but there are many opportunities to further enhance the experience, including the addition of bike parking which is lacking.
- » This area is a pivotal point for the Rec Path to direct pass-through bicyclist movement through downtown at Ski Hill Road.
- » Pedestrians are using the “Living Lab” blue painted lane in the alley and there have been fewer conflicts with vehicles. The lane includes both painted surfacing and removable bollards to identify the lane vertically and horizontally.
- » Pedestrians and bicyclists are using the “Living Lab” 14’ paved Rec Path. This pathway should be considered shared use moving forward.
- » Connection to Main Street at the Wellington Lot could be strengthened.
- » Bicycles are staying on the Rec Path as they cross Watson heading south.
- » There are two existing bridges crossing the river in this segment. The north bridge serves pedestrians circulating from the parking garage to Main Street. The south bridge primarily serves employees parking in the Sawmill Lot. The north bridge is wide enough for pedestrians only and alignment is not optimal for bicycles.

Opportunities for Improvement

- » Widen the Rec Path on the East side of the river from 14’ to 18’ to accommodate shared use. This may require reconfiguration of parking lots and loss of parking spaces.
- » Designate areas for cyclists and pedestrians to circulate safely through changes in pavement type and vertical indicators.
- » Develop a new underpass at Ski Hill Road to reduce conflicts between pedestrians, cyclists, and motor vehicles. Enhanced crosswalk at if underpass is not feasible.
- » Widen sidewalks along Ski Hill Road to 8’ (minimum) to facilitate the volume of pedestrians between Main Street, the Rec Path and Town Hall.
- » Propose a new bridge, in conjunction with the underpass at Watson Avenue, directing bikes to the Rec Path on the East side of the Blue River, negate need for cyclist to dismount, reduce pedestrian/cyclist conflict, decrease pressure on Ski Hill Road and Watson Ave, create additional linkage to Main Street businesses and parking lots.
- » Re-imagine the Wellington lot to create a direct pedestrian connection to Main Street from the South Gondola Parking Garage.
- » Continue connection from parking garage adjacent to the Professional Building and Town Hall to enhance circulation to Ski Hill Road.
- » Additional wayfinding signage is needed to guide visitors from parking lots to Main Street and other primary destinations.
- » Memorialize the Living Lab improvements in the Gold Pan Alley with drainage improvements and formalized pedestrian walkway using permanent surface materials.

LEGEND

	Property Line
	Study Area
	River Corridor
	Road
	Directional Roads
	Widened Paths
	Shared Rec Path
	Bike Route
	Walking Path
	Social Trail
	Proposed Bridge (white - var. trails color by use)
	Existing Bridge (white - var. trails color by use)
	Existing Tunnel (black - var. trails color by use)
	Proposed Tunnel (black - var. trails color by use)
	Expanded Sidewalk
	*proposed connections dashed
	Blue River
	Major Destination
	Destination
	Conflict
	Private Alley Access
	Bus Stop
	Parking / Permit Parking
	Existing Bike Parking
	Proposed Bike Parking
	Bathroom
	Private Parking



WATSON AVENUE TO SKI HILL ROAD

Environment¹

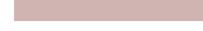
Findings

- » Historic dredging operations have transformed the Blue River through this segment into an artificially straitened reach within a confined corridor.
- » There are steep banks on either side and a steep channel slope of roughly 3%.
- » Lack of sinuosity limits the river's health and function to provide habitat and naturally reduce forces associated with flooding.
- » There is limited shade and vegetative coverage in this segment of the Blue River.
- » Wetlands are located only along the water's edge, with limited opportunity to expand. Wetland plants have not been maintained and block views to the water in some locations.
- » The floodway and floodplain are one in the same for the majority of this segment.
- » A CLOMR/LOMR process with FEMA may be required for future, creative improvements in this area.
- » Little opportunity to change river alignment unless parking areas are removed (Sawmill Lot)
- » Steep slopes adjacent to structures present challenges to enhancing the riverbanks in some locations.
- » This segment must strive to achieve a balance between (1) the need for parking, (2) the need for enhanced pedestrian and bicycle movement and (3) and the opportunities for improved stream habitat environment.

Opportunities for Improvement

- » Where there is sufficient space, creating a terraced channel within the corridor can reduce the stream power and water surface elevations during flood events.
- » Establish a floodplain bench that would allow floodwaters to disperse across a wider section and create an area for vegetation to establish cover along the river. This area could also be used as formalized access, however this would require significant reconfiguration of the Sawmill Lot.
- » Consider the addition of instream structures such as riffles and step-pools.
- » Revegetate the riverbanks with landscape materials supporting habitat and shading.
- » Manage existing wetland and riparian vegetation.
- » With any redevelopment, incorporate drainage features to reduce sedimentation and pollutants from entering the river.

LEGEND

	Property Line
	Study Area
	River Corridor
	Potential Surface Run-off Pollution Source
	Walled or Armored Bank
	Blue River
	Unstable Steep Bank Slope
	Moderately Steep Bank Slope
	Stable Bank Slope
	Established Vegetative Cover
	Storm Drain Outfall
	River Feature
	Erosion
	Bus Stop
	Parking / Permit Parking
	Bathroom
	Private Parking

¹ Please note that some recommendations in this segment were provided by Wright Water Engineering.

WATSON AVENUE TO SKI HILL ROAD

Maintenance and Operations

Findings

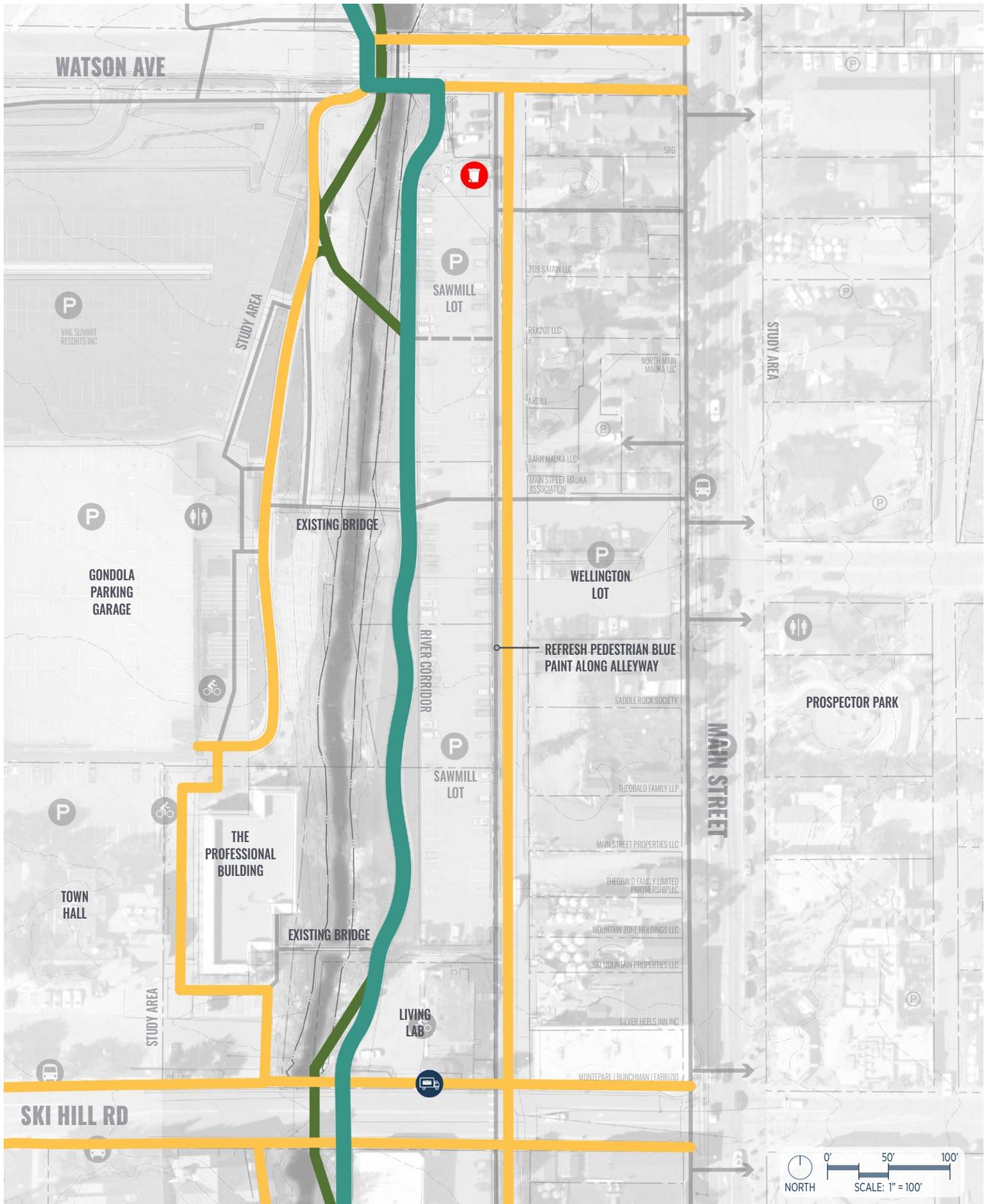
- » While the Town owns and maintains shared enclosures in the downtown core, this segment does not have an enclosure.
- » Many businesses have their own back-of-house trash, recycling, grease waste and composting due to the lack of shared enclosure in this area.
- » The Town owns and operates three parking lots in this area, with both the employee parking program in the Sawmill Lot, Wellington Lot and South Gondola Garage (summer season).
- » Due to the quantity of surface parking in this area, there is a significant amount of required snow storage, even for temporary use before it is hauled away by public works.
- » Deliveries and materials management pick-up occur throughout the Gold Pan alley. The Living Lab relocated deliveries to a designated distribution point adjacent to the Schoonover site.
- » Lighting is particularly low for this segment of the Rec Path, parking lots and along alley, creating a safety concern for pedestrians and cyclists at night.
- » Public restrooms are located at the new Gondola Parking Garage.

Opportunities for Improvement

- » Develop a Materials Management Center that accommodates trash, recycling, grease waste and compost for downtown businesses. Reconfiguration of the Sawmill parking lot and a loss of parking spaces will be required to locate a center in this segment.
- » Develop a centralized Food and Beverage Delivery Center, delivering to one location downtown rather than traveling door-to-door to downtown businesses. This is not recommended in this segment of the River Walk due to the amount of existing congestion with proximity to the Gondola and parking reservoirs.
- » Improve exterior lighting highlighting pedestrian and bicycle travel ways, improving safety and promoting alternative methods of transportation.

LEGEND

	Property Line
	Study Area
	River Corridor
	Shared Path
	Bike Route
	Primary Walking Access
	Existing Town Materials Management Facilities
	Proposed Trash Enclosure
	Loading Zone
	Bus Stop
	Parking
	Bathroom



WATSON AVENUE TO SKI HILL ROAD

Placemaking Findings

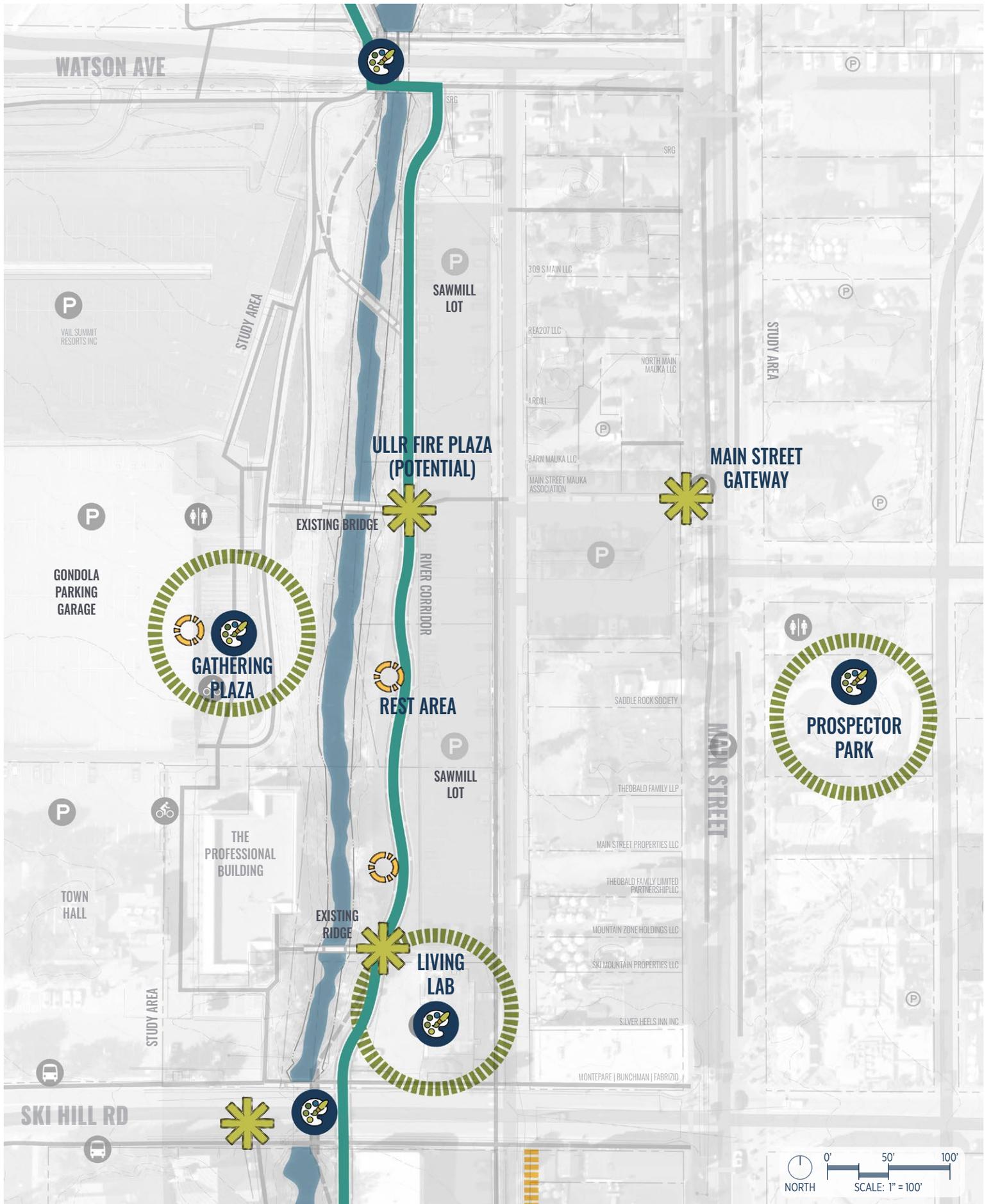
- » Parking dominates this segment, with both the South Gondola Parking Garage, Sawmill and Wellington Lots.
- » Most Main Street businesses treat this area as back-of-house. There are a few businesses that have taken advantage of the Ten Mile Range views and pedestrian access, but that is typically coupled with operational needs and private parking.
- » There is no existing public art in this segment, however there are several opportunities to incorporate art into the Rec Path, pathways, bridges, river and plazas spaces.
- » Except for the Garage, this area lacks wayfinding and directional signage to direct towards Main Street, the Gondola, Riverwalk Center, Information Center and other key destinations.
- » The Schoonover building is planned for removal and creates an opportunity for enhancements, including visitor needs (restrooms, water fountains, bicycle parking and charging, etc.), public art, gathering space and wayfinding.
- » The Polluck House and Chinese Laundry Building (est. 1862) and Gold Pan Saloon (est. 1879), are some of the oldest buildings in Breckenridge and are located along this segment. Highlighting the significance of these structures and Breck's history should be considered with any improvements.

Opportunities for Improvement

- » The Town's Ullr Fest has been a local tradition for decades and hosts multiple events annually. One of the traditions is an Ullr Bonfire. Creating a plaza honoring the god of winter for the Ullr Bonfire can be achieved in this segment, located between the Garage and Wellington lots, building upon the Town's traditions.
- » With any river improvements, consider locating a pedestrian access that is out of conflict with bicycles and vehicles.
- » The Living Lab Phase II at Schoonover Plaza will implement temporary improvements such as restrooms, water fountains, bicycle parking and charging, public art, gathering space and wayfinding.
- » The plaza adjacent to the Garage includes multiple spaces for potential public art. Public art should be located in conjunction with Creative District and maintain operational and connectivity needs.
- » Consider permanent treatments for the Gold Pan Alley pedestrian lane, one-way vehicular pattern, lighting, vertical elements and functional art to delineate pedestrian needs.
- » Develop a plan to encourage businesses to improve the alley-facing frontage, including patio spaces, bicycle parking, and landscaping. The plan should consider incentives for businesses to enhance the alley facing entrances.
- » Development of underpasses should integrate art elements and pedestrian access to the river. Use of lighting, integrated wall enhancements and functional art (benches, bike racks, lighting, etc.) should be encouraged with development.

LEGEND

	Property Line
	Study Area
	River Corridor
	Road
	Bike Route
	Walking Path
	Social Trail
	Rec Path
	Activation Area
	Engage Businesses
	Creative District Connection
	Liner Art
	Blue River
	Potential for Improved River Access
	Pull-Off or Rest Area
	Opportunity for Better Signage or Gateways
	Potential Art Instillation / Destination
	Bus Stop
	Parking
	Bathroom



SKI HILL ROAD TO RIVER WALKCENTER

Segment Introduction

This segment begins the transition from auto-dominated to a pedestrian focused space, with Ski Hill Road on the north and the Blue River Plaza on the south. The Blue River Plaza is a primary downtown destination, with connections to Creative District amenities, information center and public restrooms. The buildings are closer to the river in this segment, changing the perceived pedestrian scale, limiting available area for all the uses needed, and increasing shade on the river in some areas. Commonly referred to as the “Ice House Alley”, the built environment includes a multi-story residential structure on the west side, both private and publicly available paid parking, an alley space that provides access to the rear of businesses, and 2-story historic Main Street buildings.

There are a variety of existing pathways and pedestrian river access locations, some better than others in terms of location, slope, and solar access. These are described in detail under “Placemaking” below. Businesses have attempted to enliven the façade facing the River Walk pathways with window graphics, while others use this frontage for storage and operational needs. This segment has significant existing vegetation – both evergreen and deciduous trees - and is well maintained without overgrown wetlands plants. The landscape improves the sense of place and scale with the adjacent large structures.

In this segment, there are physical limitations for expanding of uses without eliminating others, changing the access patterns or elevating and/or burying connections. The Living lab created a dedicated pedestrian walkway along the alley, moving deliveries to Ski Hill Road to free up the area. Bicycle traffic was directed to the west of the Bly Building to eliminate conflicts with pedestrians at the alley. This segment may propose the most significant improvements but also has the potential to be the premier section of the River Walk, making it a primary destination along with the Blue River Plaza and the Riverwalk Center. Opportunities for improving this connection heading south area described below.





SKI HILL RD

STUDY AREA

RIVER CORRIDOR

MAIN STREET

STUDY AREA

WASHINGTON AVE

BLUE RIVER PLAZA

SOUTH PARK AVE

MAIN STREET

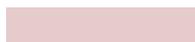
SKI HILL ROAD TO RIVERWALK CENTER

Existing Conditions and Ownership

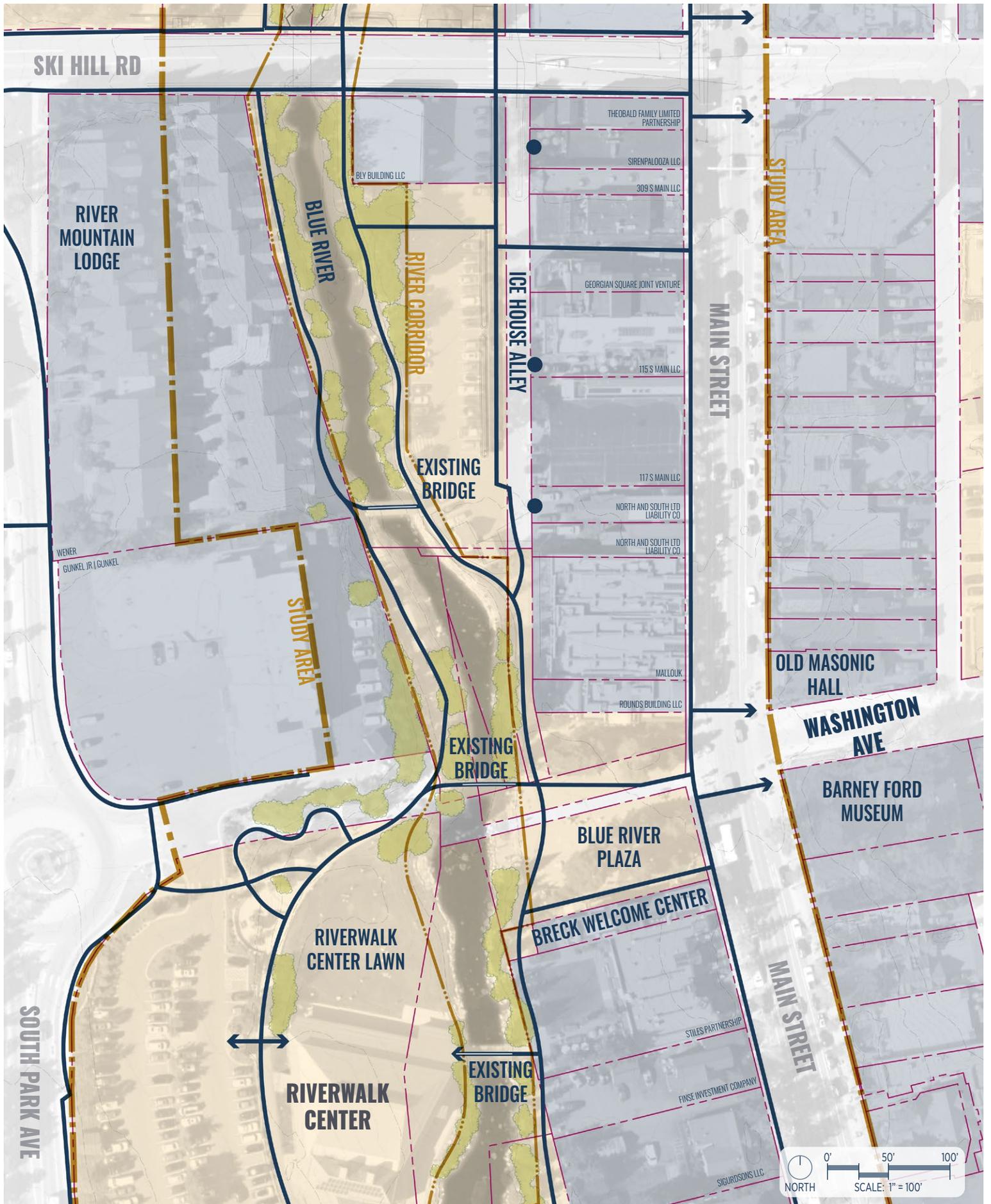
Findings

- » This segment of the Blue River has two different pathways on the east and west sides of the river, and the Living Lab created new connections for pedestrians as described above to test circulation patterns with the new Garage. The findings from the Living Lab indicate increased safety and the opportunity to formalize these improvements.
- » The Town has significant property ownership north of Ski Hill Road, but the south side is limited by the River Mountain Lodge and Bly Buildings.
- » Buildings are located very close to the river in this segment, with a variety of uses and limited area for expansion without changing of uses and patterns.
- » Town property ownership extends from Main Street to the Riverwalk Center at the south end of this segment.
- » Back-of-house access to Main Street buildings must be maintained with their current uses. Should uses change at the garages, consider alternative improvements in this location with the extension of the River Walk pathway.
- » The existing parking lot has a private exit onto Ski Hill Road and the alley access onto Ski Hill Road which is a challenge for keeping vehicles in a designated entry/exit points and adds conflicts for pedestrians and bicyclists.
- » There are two Town owned parking lots – Icehouse Lot and Tiger Dredge Lot. Both lots are open to the public with paid parking.

LEGEND

-  Property Line
-  Existing Connections
-  Social Trails
-  Study Area
-  River Corridor
-  Town Owned Land
-  Privately Owned River Corridor
-  Privately Owned Land
-  Existing Vegetation
-  Private Alley Access





SKI HILL ROAD TO RIVERWALK CENTER

Connectivity

Findings

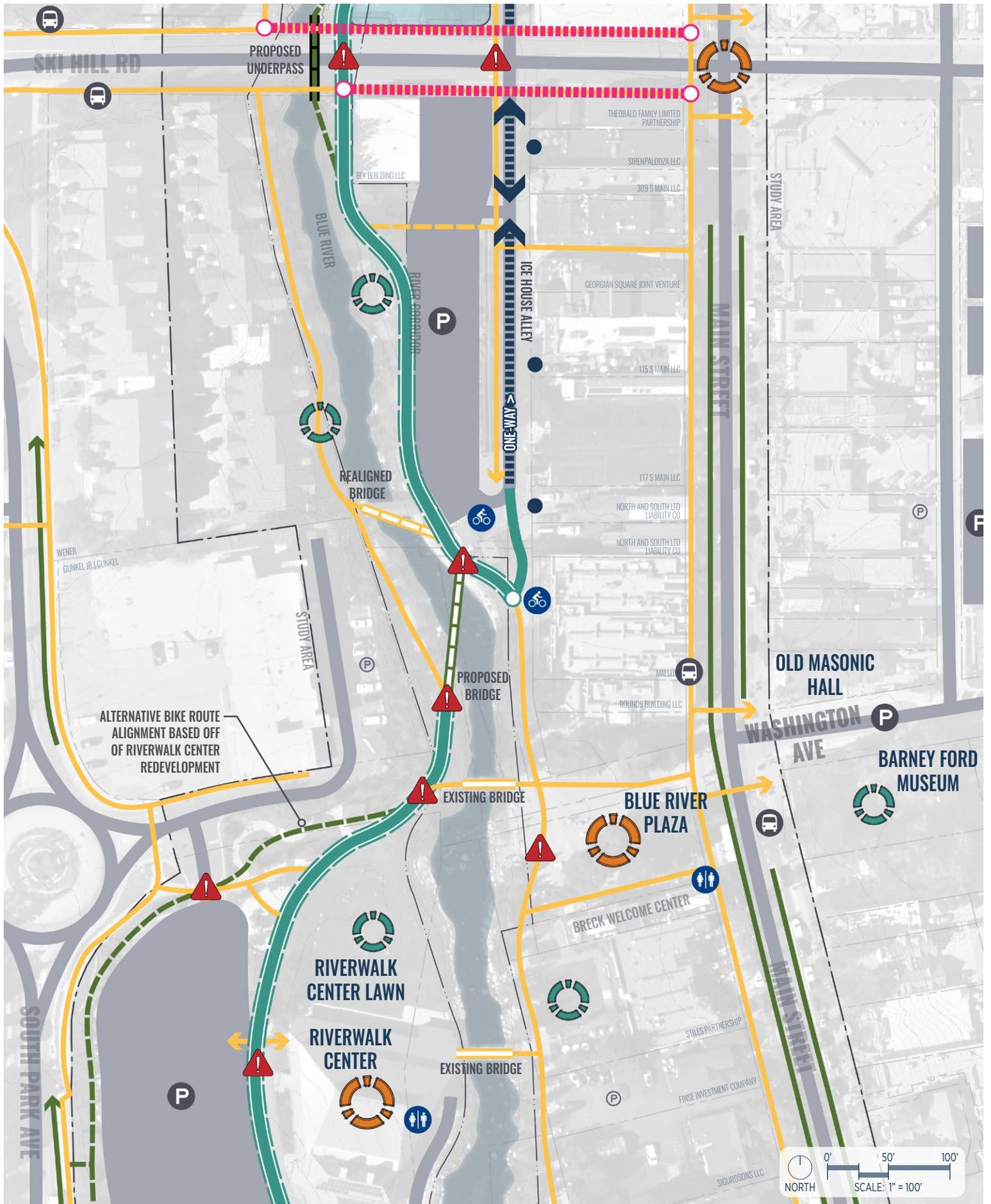
- » The Blue River Plaza is a primary downtown destination, with connections to the Creative District, information center and public restrooms. This segment transitions from the auto-dominated Ice House Alley to pedestrian dominated Blue River Plaza and Riverwalk Center, with no public vehicular access south of the alley.
- » Bicycles are currently required to dismount at the Blue River Plaza, with no identified through connection heading south. The Living Lab created the shared use path heading north, which should be made into a permanent improvement.
- » The existing narrow pathways along the Blue River have limited expansion potential unless pathways are cantilevered, undergrounded, elevated, or additional property and easements are obtained by the Town.
- » Pedestrians are using the blue painted lane in the alley at the Ski Hill Road crossing and there have been fewer conflicts with vehicles.
- » Crossing Ski Hill Road is a safety concern, and there is no underpass, overpass and limited town owned property.
- » There is not enough bicycle parking in this area.
- » There are two existing bridges crossing the river in this segment. The north bridge connects to River Mountain Lodge and the west side pathway. The south bridge connects the Blue River Plaza to the Riverwalk Center.
- » The location of the materials management building blocks visual connection.
- » Lack of a formalized bicycle and pedestrian route are challenging for circulation.
- » Ski Hill Road is the only vehicular east-west connection in this segment.
- » Signage in this area is cluttered and overwhelming.

Opportunities for Improvement

- » Widen the east side Rec Path from 8' to 14' minimum, 18' preferred Widen the Rec Path from 8' to 14' minimum, 18' preferred. Some areas of the trail will need to be cantilevered over the river to accommodate the needed width and parking lots will need to be reconfigured with a loss of parking spaces
- » Designate areas for cyclists and pedestrians to circulate safely through changes in pavement type and vertical indicators. May require redesign of existing parking lot.
- » Proposed bridge and bike route directing bicyclists to the west side of the river.
- » Designate a specific Rec Path / cyclist route from the proposed bicycle bridge and around the Riverwalk Center towards to the south.
- » Remove and relocate existing materials management building in the Ice House Alley to increase visibility and connection. Increased secure bike parking in this area.
- » Improve vehicular circulation and possible one-way circulation in the Ice House lot.
- » Continue to study underpass at Ski Hill Road.
- » Increase sidewalk widths on Ski Hill Road from 5' to 8' (minimum)
- » Improve visual connection from the Blue River Plaza to the Creative District.
- » Implement clear and consistent wayfinding signage to assist visitor circulation.

LEGEND

	Property Line
	Study Area
	River Corridor
	Road
	Directional Roads
	Widened Paths
	Shared Rec Path
	Bike Route
	Walking Path
	Social Trail
	Proposed Bridge
	(white - var. trails color by use)
	Existing Bridge
	(white - var. trails color by use)
	Existing Tunnel
	(black - var. trails color by use)
	Proposed Tunnel
	(black - var. trails color by use)
	Expanded Sidewalk
	*proposed connections dashed
	Blue River
	Major Destination
	Destination
	Conflict
	Private Alley Access
	Bus Stop
	Parking / Permit Parking
	Existing Bike Parking
	Proposed Bike Parking
	Bathroom
	Private Parking



SKI HILL ROAD TO RIVERWALK CENTER

Environment

Findings

- » The Blue River has significant tree cover and vegetation along the banks at the north end / Ski Hill Road. This area is steeper with some slight erosion on the banks, with the banks becoming flatter towards the Blue River Plaza.
- » At the plaza the river is accessible to the public and improved with boulders, bridges and lawn areas. There is existing bluegrass sod at the Riverwalk Center which is used for community events, concerts, public art displays and passive gathering.
- » Steep slopes adjacent to the river on the west side towards the plaza. Grade change is greater than 8' from the parking lot (associated with Lone Star Sports, Summit Wine and Liquor) above to the pathway.
- » Wetlands are located along the water edge, with vegetation that should continue to be maintained.
- » There are areas with walls and armored banks between Ski Hill Road and the Blue River Plaza.
- » Potential for surface runoff from the Ice Housing Parking Lot to the river.
- » Established river alignment with established in-river features.
- » Pedestrian access areas in multiple locations, some of which have steep slopes and lack solar access.

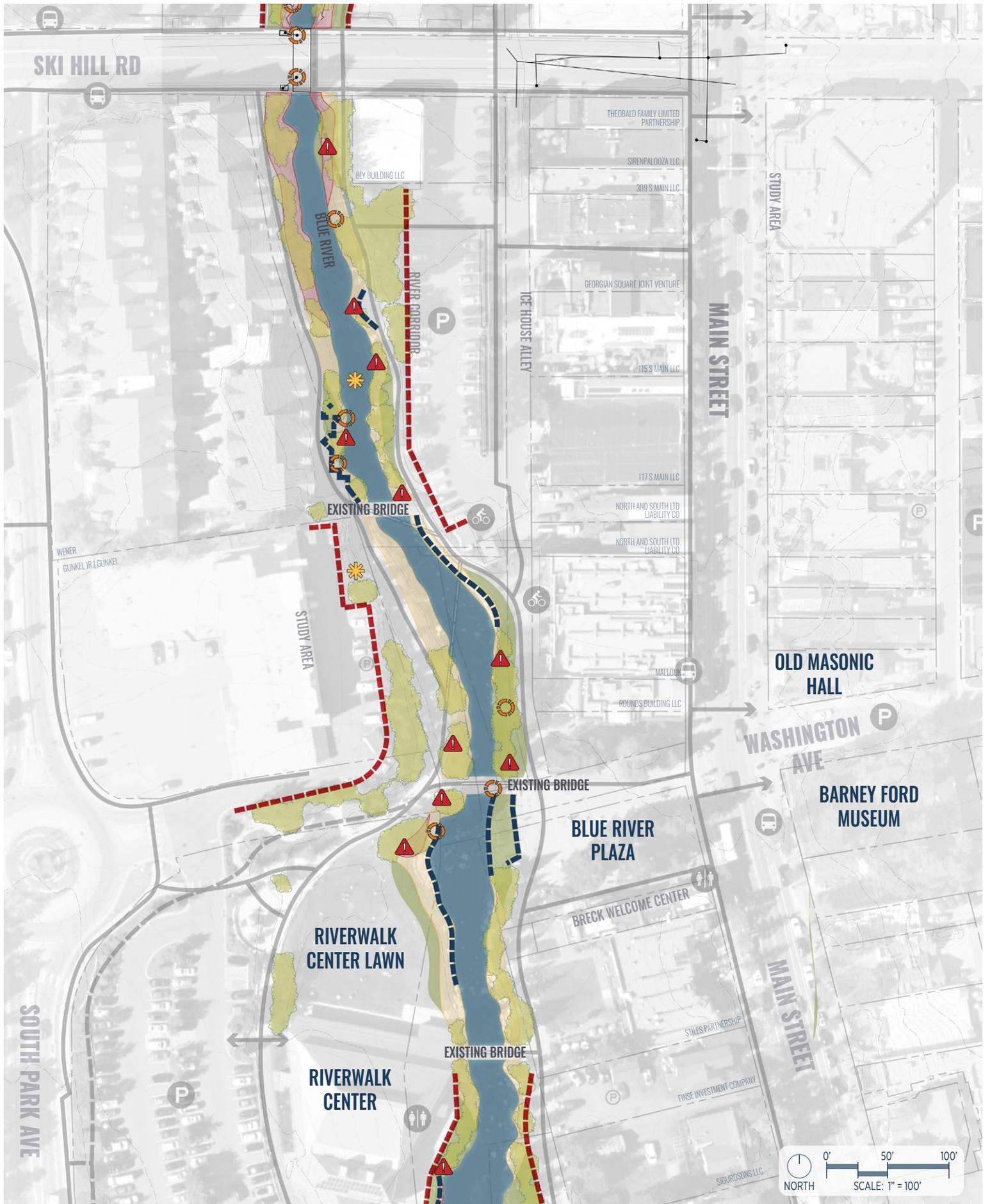
Opportunities for Improvement

- » While the Riverwalk Center Lawn is bluegrass sod and a large consumer of water, the location and use of the lawn should be maintained into the future. If alternative surfaces are considered, such as artificial turf, ensure that there is transition towards the natural river environment.
- » Enhance eroded areas with armoring and vegetation.
- » Maintain tree cover at north end, add tree cover towards the south end in areas subject to erosion and storm drainage.
- » Encourage dry wells or other detention and filtration devices before water enters the river corridor.
- » Where there is sufficient space, creating a terraced channel within the Blue River corridor can reduce the stream power and water surface elevations during flood events, especially in areas where the banks have been over-steepened due to historical grading.
- » Low flow conditions in this segment of the Blue River should be studied for options to improve water visibility in the river during low flows. ¹

LEGEND

	Property Line
	Study Area
	River Corridor
	Potential Surface Run-off Pollution Source
	Walled or Armored Bank
	Blue River
	Unstable Steep Bank Slope
	Moderately Steep Bank Slope
	Stable Bank Slope
	Established Vegetative Cover
	Storm Drain Outfall
	River Feature
	Erosion
	Bus Stop
	Parking / Permit Parking
	Bathroom
	Private Parking

¹ Please note that some recommendations in this segment were provided by Wright Water Engineering.



SKI HILL ROAD TO RIVERWALK CENTER

Maintenance and Operations

Findings

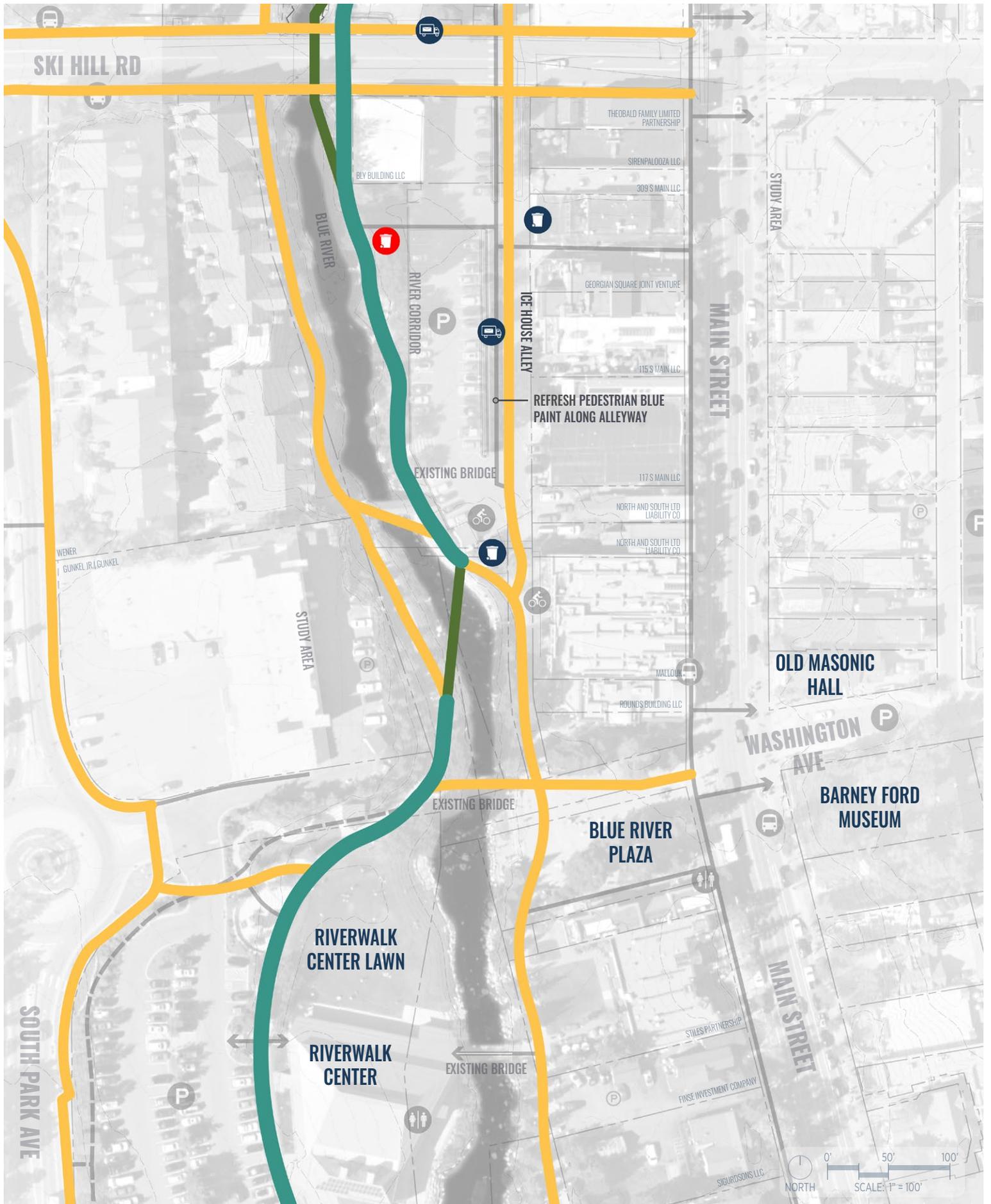
- » There is one Town operated materials management facility in this segment at the end of the Ice House alley. Existing trash/recycle/compost enclosure is not in an ideal location for views, connectivity, and snow storage.
- » Many businesses have grease traps in the alley and use their back-of-house frontage for storage. Which limits improvement potential in the alley directly behind the buildings.
- » The Living Lab relocated deliveries to an on-street designated distribution point on Ski Hill Road which required significant enforcement.
- » Snow is hauled out of this area and stored temporarily in the parking area.
- » Public restrooms are located at the Information Center.

Opportunities for Improvement

- » Develop a Materials Management Center that accommodates trash, recycling, grease waste and compost for downtown businesses. This is not recommended in this segment of the River Walk due to the amount of existing congestion with proximity to the Blue River Plaza and Riverwalk Center.
- » Develop a centralized Food and Beverage Delivery Center, delivering to one location downtown rather than traveling door-to-door to downtown businesses. This is not recommended in this segment of the River Walk.
- » Improve exterior lighting highlighting pedestrian and bicycle travel ways, improving safety and promoting alternative methods of transportation.

LEGEND

	Property Line
	Study Area
	River Corridor
	Shared Path
	Bike Route
	Primary Walking Access
	Existing Town Materials Management Facilities
	Proposed Trash Enclosure
	Loading Zone
	Bus Stop
	Parking
	Bathroom



SKI HILL ROAD TO RIVERWALK CENTER

Placemaking

Findings

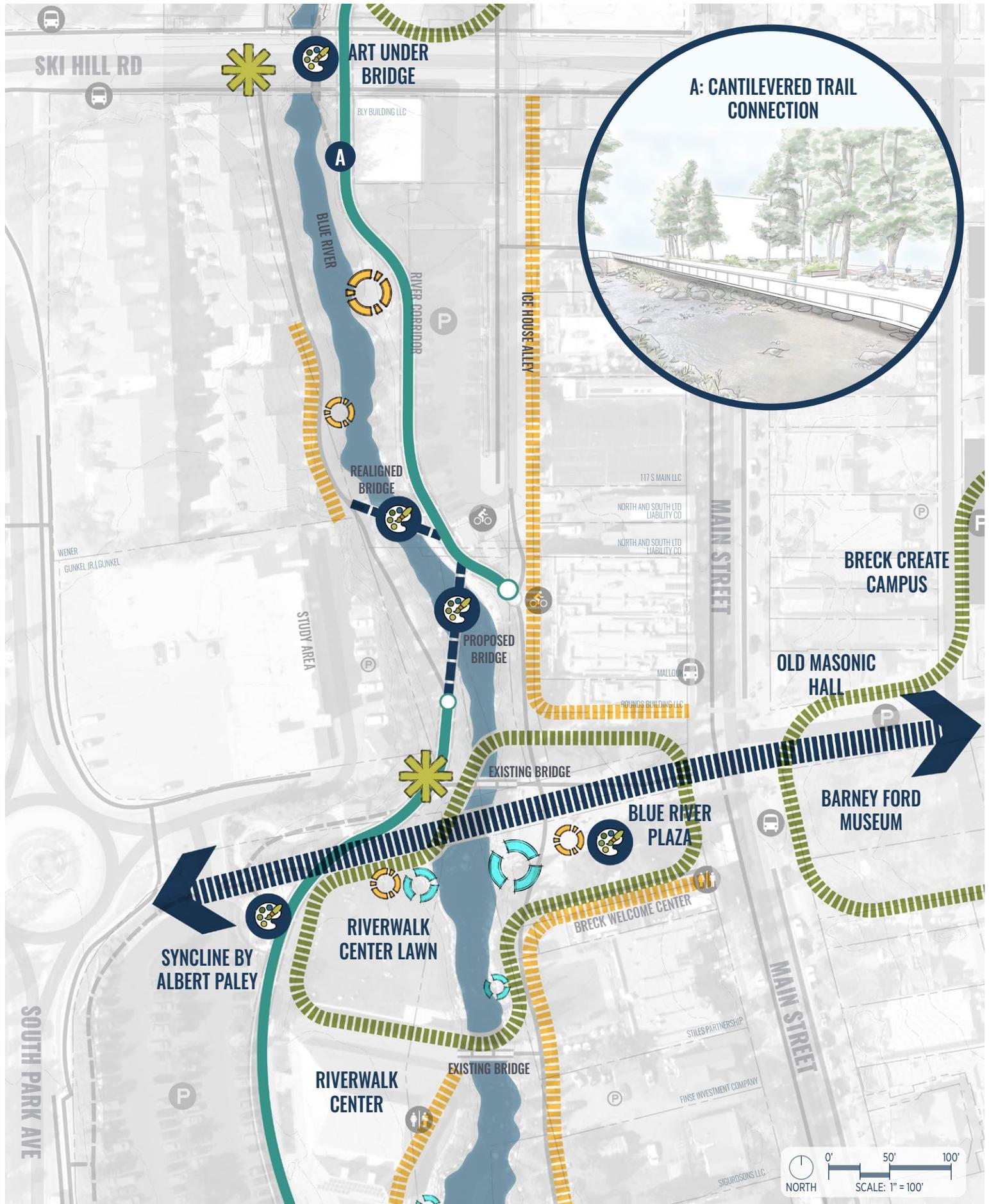
- » This area is the heart of the historic and conservation districts and has specific requirements for any improvements.
- » Parking and back-of-house services are the primary use at the Ice House Alley. This transitions towards the Blue River Plaza as businesses better engage the River Walk.
- » There is a variety of existing art at the Blue River Plaza and Riverwalk Center, ranging in size and scale and primarily in the form of sculpture.
- » Multiple existing river access locations, with different types of experiences:
 - One stacked stone river access behind the materials management structure which is steep and doesn't include enough width for pedestrian comfort
 - Second access at the Riverwalk Center Lawn and Blue River Plaza with a gentle slope, wide, flat stone and easy water access
- » This area lacks wayfinding and directional signage to direct towards the Gondola, Parking Garage, Creative District, and other key destinations.
- » There are existing benches, trash/recycling enclosures, lighting, and vegetation.
- » The large evergreen tree in the Blue River Plaza becomes the Town's decorated holiday tree every season.

Opportunities for Improvement

- » Develop better visual connection between Riverwalk Center, Blue River Plaza and Creative District (including the Washington Avenue right-of-way). This could take multiple forms and must meet the requirements of the Historic District. Ideas discussed include functional art connection through benches and other seating elements, overhead artistic installations, changes in paving patterns for the plaza, Main Street and Washington Avenue.
- » Development of underpasses should integrate art elements and pedestrian access to the river. Use of lighting, integrated wall enhancements and functional art (benches, bike racks, lighting, etc.) should be encouraged with development.
- » The proposed bicycle connection bridge should be designed to facilitate efficient movement rather than create a place for stopping or sitting. The existing bridge connecting Riverwalk Center to Blue River Plaza, on the other hand, should encourage stopping, sitting and enjoying the views of the Ten Mile Range.
- » The existing node along the river behind the Bly building and Ice Housing Parking lot should be expanded to allow for additional tables and chairs.
- » Develop a plan to encourage businesses to improve the alley-facing frontage, including patio spaces, bicycle parking, and landscaping. The plan should consider incentives for businesses to enhance the alley facing entrances.
- » Improve the existing kids play area at the Plaza to modernize equipment and tie in materials to the Creative District.
- » Consider relocation of sculptures in the Plaza to facilitate visual connections from Washington Avenue, through the Blue River Plaza towards the Riverwalk Center.

LEGEND

	Property Line
	Study Area
	River Corridor
	Road
	Bike Route
	Walking Path
	Social Trail
	Rec Path
	Activation Area
	Engage Businesses
	Creative District Connection
	Liner Art
	Blue River
	Potential for Improved River Access
	Pull-Off or Rest Area
	Opportunity for Better Signage or Gateways
	Potential Art Installation / Destination
	Bus Stop
	Parking
	Bathroom



SKI HILL RD

ART UNDER BRIDGE

BLUE RIVER

RIVER CORRIDOR

ICE HOUSE ALLEY

MAIN STREET

BRECK CREATE CAMPUS

OLD MASONIC HALL

BARNEY FORD MUSEUM

BLUE RIVER PLAZA

RIVERWALK CENTER LAWN

BRECK WELCOME CENTER

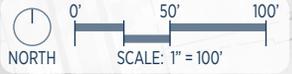
MAIN STREET

RIVERWALK CENTER

EXISTING BRIDGE

SYNCLINE BY ALBERT PALEY

SOUTH PARK AVE



RIVERWALK CENTER TO PARK AVENUE

Segment Introduction

The south end of the downtown River Walk occurs in this segment, and it is a dynamic area with multiple opportunities. This segment starts on the north at the Riverwalk Center and ends on the south at the intersection of Main Street and South Park Avenue. The Blue River and Dredge Pond create the central spine and generate multiple water frontage and access points. There is a significant grade change at South Park Avenue between the Blue River and the street frontage. There are two key east-west streets that engage the River Walk in this location – Adams Avenue and Jefferson Avenue. Both linkages create strong connections from the Town into the River Walk.

There is a large reservoir of Town owned vehicular parking in this segment, with both the Tiger Dredge and F-Lots. Both properties represent potential for redevelopment and infill – particularly to accommodate downtown needs, such as a potential Food and Beverage Delivery Center at Adams Avenue in the “horseshoe” area of the Tiger Dredge Parking Lot. There are three existing materials management structures in this segment – one at Adams Avenue with a large, paved turnaround area, and another two between Adams and Jefferson Avenues. Due to these structures requiring access from the alley /River Walk pathway, there is vehicular traffic along the entirety of the River Walk in this Segment from Jefferson to Adams. There is also one business with private parking accessed from the River Walk just north of Adams as well as private parking on the River Walk just south of Admas Avenue. All other private parking is accessible from Main Street.

There are several existing river access points in this segment including a stepped rock wall along Adams and the rear of the Riverwalk Center, the Breckenridge Alpine Gardens on the east side of the river, and additional social paths on the east side of the river adjacent to the Dredge Pond and structure. Multiple pedestrian bridges connect from east to west in this area, Businesses are all located on the east side of the river, with public structures on the west side. The south end does include some additional private ownership, multi-family residential and commercial uses around Dredge Pond.





RIVERWALK CENTER TO PARK AVENUE

Existing Conditions and Ownership

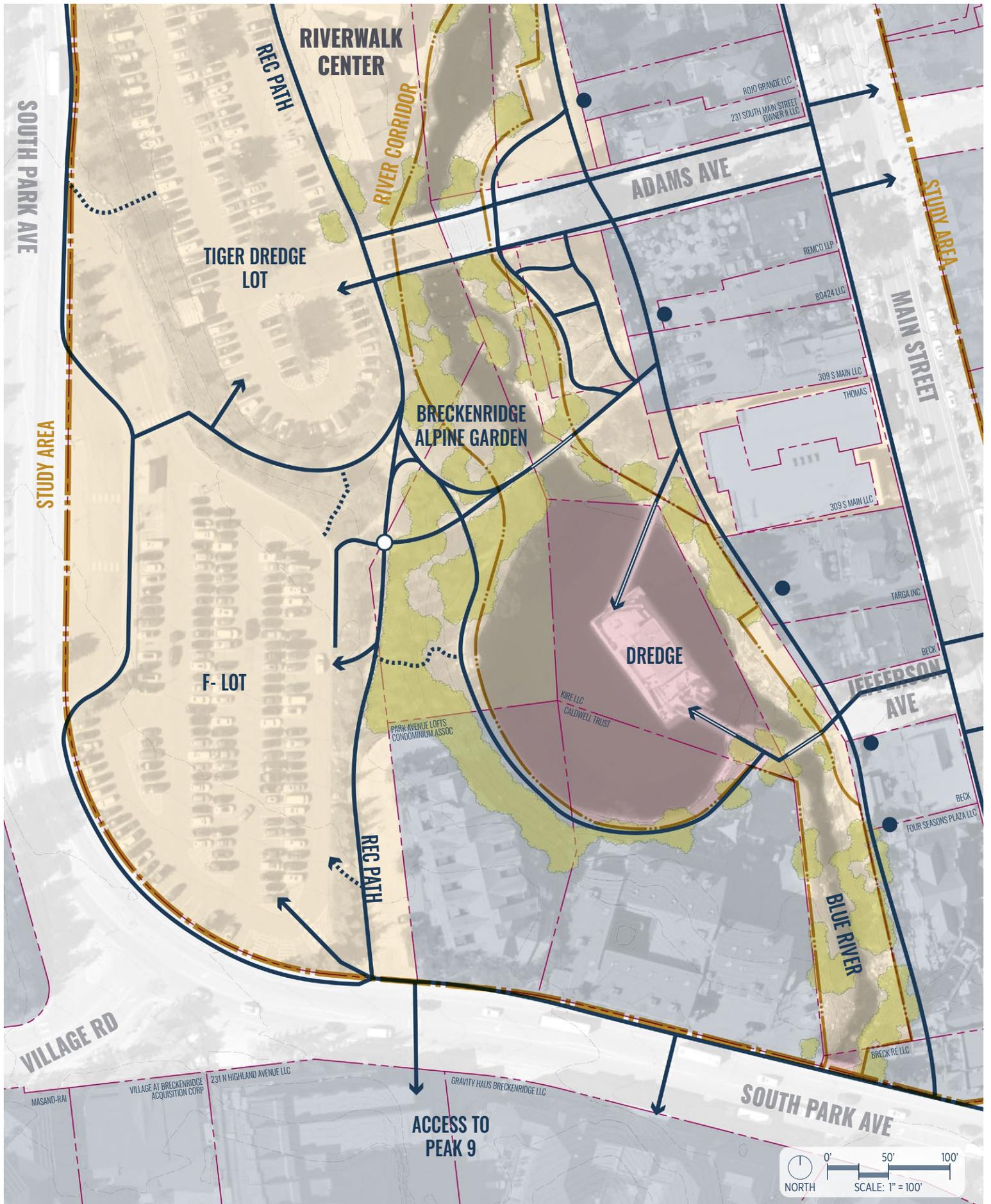
Findings

- » The Town has significant property ownership with the existing parking lots, Riverwalk Center and landscape area along the Dredge Pond and River Walk pathway.
- » Ownership is more constrained in the area at the south end adjacent to the Blue River and where it crosses under South Park Avenue.
- » The Dredge Pond is partially Town owned and partially privately owned.
- » The pedestrian walkway that extends around the Dredge Pond on the south is primarily on private property.
- » Downtown buildings are pulled further to the east of the Blue River in this segment, with a variety of treatments along the River Walk – from vacant land, back-of-house uses, storage, vehicular parking to patio seating and lawn areas.
- » Adams Avenue access from Main Street to the west should be maintained.
- » There are two Town owned parking lots – F-Lot and Tiger Dredge Lot. Both lots are open to public paid parking.
- » The existing Rec Path extends from South Park Avenue towards the Riverwalk Center on Town owned property.

LEGEND

	Property Line
	Existing Connections
	Social Trails
	Study Area
	River Corridor
	Town Owned Land
	Privately Owned River Corridor
	Privately Owned Land
	Existing Vegetation
	Private Alley Access





RIVERWALK CENTER TO PARK AVENUE

Connectivity

Findings

- » The Riverwalk Center is a primary downtown destination, with connections to Creative District amenities, information center and public restrooms.
- » This segment has two vehicular connections east to west including Adams Avenue and South Park Avenue.
- » The existing Rec Path has many conflicts with pedestrians and the wayfinding is unclear. The current pathway directs cyclists in front of the Riverwalk Center adjacent to multiple building entries and public art.
- » The Rec Path access point at South Park Avenue is not in an ideal location for wayfinding or for connecting to further destinations. Improvements to the arrival experience are recommended to properly function as a gateway to the Riverwalk system.
- » There is no underpass to connect the Rec Path south beyond South Park Avenue.
- » There are multiple existing pedestrian bridges that provide crossings along the Blue River. Some of these are duplicative and could be considered more challenging for wayfinding.
- » Use of the River Walk by delivery and maintenance vehicles creates safety concerns.
- » There is not enough bicycle parking in this area.
- » The connection from the Rec Path towards Jefferson Avenue could be strengthened.
- » There is abundant landscape area available that offers some flexibility in how and where connections can occur.
- » Adams Avenue and Jefferson Avenue both dead-ends at this segment.

Opportunities for Improvement

- » Designate a specific Rec Path / cyclist route from the Riverwalk Center towards the south. Rec Path to be widened to 14' minimum, 18' preferred to accommodate pedestrian and bicycle circulation. There are multiple alternative routes provided in the mapping depending on how the Riverwalk Center and Tiger Dredge Lot areas are redeveloped.
- » Study underpass at Blue River underneath South Park Avenue. An underpass in this location could facilitate connections further south, such as the Ice Rink.
- » Expand the River Walk south of Jefferson Avenue to facilitate pedestrian connections towards South Park Avenue.
- » Develop large, secure bicycle parking in multiple locations, suggested areas at Adams Street (where the large turnaround is currently located) and near the Jefferson Avenue / existing materials management building.
- » Increase sidewalk widths on S. Park Avenue and Jefferson Avenue heading East to 8'.
- » East west pedestrian connectivity from the shared use path, dredge pond & Jefferson Ave
- » Create an accessible route for the River Walk to connect with South Park Avenue.
- » Consider consolidation or better establishment of pathway hierarchy around and near the pond for more clear wayfinding.
- » Enhance wayfinding signage in this area to direct visitors to key destinations.
- » Enhance the arrival experience at the Rec Path gateway along South Park Avenue. Expand the portal to include areas for seating, wayfinding and bike racks.

LEGEND

	Property Line
	Study Area
	River Corridor
	Road
	Directional Roads
	Widened Paths
	Shared Rec Path
	Bike Route
	Walking Path
	Social Trail
	Proposed Bridge
	(white - var. trails color by use)
	Existing Bridge
	(white - var. trails color by use)
	Existing Tunnel
	(black - var. trails color by use)
	Proposed Tunnel
	(black - var. trails color by use)
	Expanded Sidewalk
	*proposed connections dashed
	Blue River
	Major Destination
	Destination
	Conflict
	Private Alley Access
	Bus Stop
	Parking / Permit Parking
	Existing Bike Parking
	Proposed Bike Parking
	Bathroom
	Private Parking

RIVERWALK CENTER TO PARK AVENUE

Environment

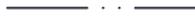
Findings

- » The Blue River has been lined and physically constrained in this segment.
- » The Breckenridge Alpine Gardens showcase a variety of native plant material and provide educational opportunities.
- » Where the river comes under South Park Avenue the alignment is channelized and this area is steep and rocky.
- » There is a variety of tree cover and vegetation along the banks, and further outside the river creating a nicely landscaped park-like atmosphere.
- » Wetlands are limited to the shoreline and are maintained, with little overgrowth except in the area furthest to the south near South Park Ave.
- » South of the plaza the river is accessible to the public and improved with boulders, bridges and lawn areas on both sides.
- » Steep slopes are adjacent to the river on the west side towards the F-Lot, with grade greater than 10' from the F-Lot above to the shared use path.
- » There are many eroded areas along the banks of the Dredge Pond which are indicated on the map.
- » During low flow conditions surface water is not visible in this segment of the river.

Opportunities for Improvement

- » Enhance eroded areas with armoring and vegetation, particularly the east side of the bank along the Dredge Pond.
- » Enhance the park like setting of this segment, from the Alpine Garden towards the south and west side of the Dredge Pond banks. Park amenities could include expanded gathering areas, a dog friendly river access point, natural play features for children, and picnicking.
- » Encourage dry wells or other detention and filtration devices before water enters the river corridor, especially around Adams Avenue.
- » Stabilize riverbanks from South Park Avenue towards the Dredge Pond. Develop river features that slow water down as it flows downhill in this zone.
- » Low flow conditions in this segment of the Blue River below the Dredge Pond should be studied for options to improve water visibility in the river during low flows.¹

LEGEND

	Property Line
	Study Area
	River Corridor
	Potential Surface Run-off Pollution Source
	Walled or Armored Bank
	Blue River
	Unstable Steep Bank Slope
	Moderately Steep Bank Slope
	Stable Bank Slope
	Established Vegetative Cover
	Storm Drain Outfall
	River Feature
	Erosion
	Bus Stop
	Parking / Permit Parking
	Bathroom
	Private Parking

¹ Please note that some recommendations in this segment were provided by Wright Water Engineering.



RIVERWALK CENTER TO PARK AVENUE

Maintenance and Operations

Findings

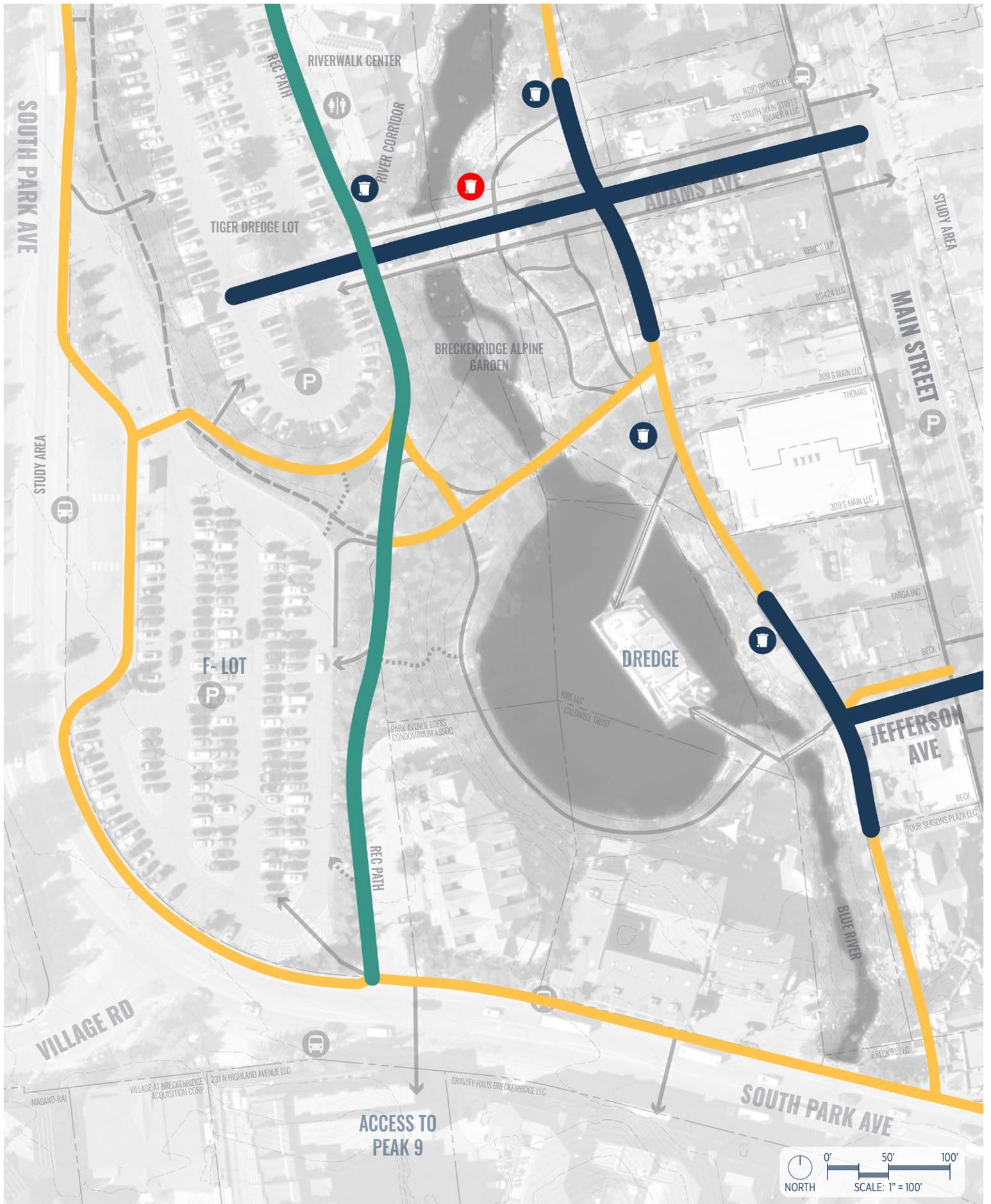
- » This segment has the highest concentration of Town owned materials management structures, with 3 along the River Walk and an additional structure in the Tiger Dredge parking lot.
- » There are numerous duplicative pathways in the segment that all require year-round maintenance.
- » Public restrooms are located at the Riverwalk Center.
- » The existing turnaround at the Adams Avenue materials management structure creates confusion for visitors and is an extensive amount of paving for year-round maintenance.
- » There are multiple access opportunities for vehicles in this area, with Adams, Tiger Dredge Lot, Jefferson and connecting alleys.
- » There are areas of this segment where lighting is low and cause a safety concern.
- » Snow storage opportunities are low in areas of this segment.

Opportunities for Improvement

- » Develop a Materials Management Center that accommodates trash, recycling, and compost for downtown businesses. This is recommended in this segment of the River Walk due to centralized location, less congestion, location outside of the Historic District, and vehicular access.
- » Develop a centralized Food and Beverage Delivery Center, delivering to one location downtown rather than traveling door-to-door to downtown businesses. This is recommended in this segment of the River Walk at the Tiger Dredge Lot.
- » Improve exterior lighting highlighting pedestrian and bicycle travel ways, improving safety and promoting alternative methods of transportation.
- » Increase snow storage capacity where opportunities arise, with the knowledge that the snow storage in this location should be primarily as a space for temporary storage then hauling off-site.

LEGEND

	Property Line
	Study Area
	River Corridor
	Service/Maintenance Access
	Shared Path
	Bike Route
	Primary Walking Access
	Existing Town Materials Management Facilities
	Proposed Trash Enclosure
	Loading Zone
	Bus Stop
	Parking
	Bathroom



RIVERWALK CENTER TO PARK AVENUE

Placemaking

Findings

- » Riverwalk Center is a central downtown amenity for multiple events and gatherings of different scales.
- » The Alpine Gardens provide a respite from the more congested, hectic areas of downtown.
- » The existing vegetation around the Dredge Pond creates a park-like setting that should be enhanced and expanded upon.
- » There are existing art features in the river near the Riverwalk Center and along the River Walk north of Adams Avenue.
- » There are existing river access features along the river and Dredge Pond, both designated and social connections.
- » There are multiple bridges in this segment that have inconsistent designs and themes.
- » Some businesses engage the River Walk with outdoor seating in this segment, and others use this space for back-of-house uses.

Opportunities for Improvement

- » Enhance the park like setting of this segment, from the Alpine Garden towards the south and west side of the Dredge Pond banks. Park amenities could include expanded gathering areas, a dog friendly river access point, natural play features for children, and picnicking.
- » Extend the River Walk south of Jefferson with expanded walkway and gathering areas, connecting to an underpass at South Park Avenue. Improvements should include an accessible route from Main Street / South Park Avenue to the River Walk.
- » Development of underpasses should integrate art elements and pedestrian access to the river. Use of lighting, integrated wall enhancements and functional art (benches, bike racks, lighting, etc.) should be encouraged with development.
- » Take advantage of the extended waterfront area at the Dredge Pond through widened pathways, gathering areas and art nodes.
- » Explore additional river access points along the east side of the river from Jefferson to Adams Avenue.
- » Enhance the arrival experience at the Rec Path gateway along South Park Avenue. Expand the portal to include areas for seating, wayfinding and bike racks.

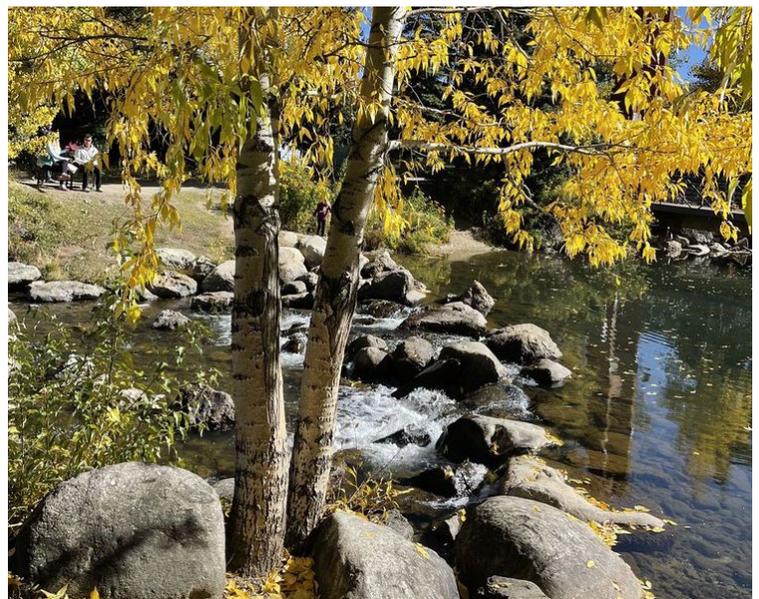
LEGEND

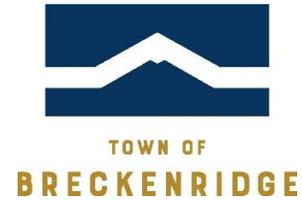
	Property Line
	Study Area
	River Corridor
	Road
	Bike Route
	Walking Path
	Social Trail
	Rec Path
	Activation Area
	Engage Businesses
	Creative District Connection
	Liner Art
	Blue River
	Potential for Improved River Access
	Pull-Off or Rest Area
	Opportunity for Better Signage or Gateways
	Potential Art Instillation / Destination
	Bus Stop
	Parking
	Bathroom

CONCLUSION

This Master Plan identifies ways to enhance and celebrate the Blue River in Downtown Breckenridge through access, art and environmental improvements. Accomplishing the goals of this Master Plan will be achieved in multiple phases. As broken out in this document segment by segment, the scope of work includes the area from French Street on the north to South Park Avenue on the south. The project is complex and has gone through preliminary engineering design for portions of improvements, and public outreach for the entirety of these segments which informed the suggested improvements laid out in the Master Plan.

The Town shall utilize this document to guide future capital improvement projects and also assist in decision making as private developments along the river corridor are brought to their attention. As progress is made along the segments of the Blue River; safety will be increased, connectivity improved, environment enhanced, and placemaking revitalized.





Memo

To: Town Council
From: Planning Staff
Date: February 6, 2024, for the meeting of February 13, 2024
Subject: BGV Peak 8/ Gold Rush Lot Draft Development Agreement

Included in the packet is a draft Development Agreement for the Peak 8/ Gold Rush Lots/ Entrada Sites, collectively Parcels 1-7. Staff, representing the Planning, Engineering and Housing Divisions, finds the proposed Development Agreement is consistent with the direction of the eleven previous worksessions held between June and December 2023. Acknowledging that the proposed Development Agreement is a lengthy and detailed document, staff has provided comments and questions directed to the Council within the body of the document only where we believe more clarification is needed, or specific Council direction is requested. These questions and comments are highlighted in the draft Development Agreement in *blue italicized font*. It is the goal of this worksession to fine tune any remaining details of the Development Agreement prior to moving to a first reading on February 27th. Staff and the applicant will be available to answer any questions at the worksession, including any details that are not highlighted by staff in the Development Agreement.

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 202__, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”), GONDOLA PROPERTIES, LLC, a Colorado limited liability company (“**Gondola Properties**”), BGV PARTNERS ENTRADA LLC, a Colorado limited liability company (“**BGV Entrada**”); Vail Summit Resorts, Inc., a Colorado corporation (“**VSRI**”); and LC Breckenridge Holdco, LLC, a Delaware limited liability company (“**LC Breckenridge**”) (“**Owner**”). The Town, Gondola Properties, BGV Entrada, VSRI, and LC Breckenridge may collectively be referred to herein as the “**Parties**” and each individually as a “**Party**”.

RECITALS

A. Gondola Properties is the owner of real property in the Town legally described in Exhibit 1 (“**Parcel 1**”).

B. VSRI is the owner of real property in the Town legally described in Exhibit 2 (“**Parcel 2**”).

C. Gondola Properties is the owner of real property in the Town legally described in Exhibit 3 (“**Parcel 3**”).

D. LC Breckenridge is the is the owner of real property in the Town legally described in Exhibit 4 (“**Parcel 4**”).

E. VSRI is the owner of real property in the Town legally described in Exhibit 5 (“**Parcel 5**”).

F. VSRI is the owner of real property in the Town legally described in Exhibit 6 (“**Parcel 6**” and collectively with Parcels 1, 2, 3, 4, and 5, the “**Properties**,” each individually a “**Property**”).

G. BGV Entrada is the owner of real property in Summit County (the “**County**”) legally described in Exhibit 7 (“**Parcel 7**”).

H. Parcels 1, 2, and 3 are subject to and controlled by the Breckenridge Grand Vacations Gondola Lot Master Plan (PL-2021-0052) (the “**Gondola Lot Master Plan**”).

I. Parcels 4, 5, and 6 are subject to and controlled by the Eighth Amendment to the Amended Peak 7 & 8 Master Plan PL-2018-0546 (an amendment to PERMIT #2000155) (the “**Peak 7 & 8 Master Plan**”).

J. The current “**Density**” as that term is used in Section 9-1-19-3A of the Breckenridge Town Code (the “**Town Code**”) and reflected as “**SFEs**” as that term is defined in

Section 9-1-5 of the Town Code, existing in the Gondola Lot Master Plan, the Peak 7 & 8 Master Plan, and Parcel 7 is as follows:

- (1) Gondola Lot Master Plan: 143.0 SFEs;
- (2) Peak 7 & 8 Master Plan: 145.8 SFEs; and
- (3) Parcel 7 (Per Land Use District 5): 14.2 SFEs.

K. BGV Entrada has submitted a petition for annexation to annex Parcel 7 (the “**Annexation**”), and upon the annexation of Parcel 7, BGV Entrada and the Town anticipate setting the terms of the Annexation and the development of Parcel 7 by separate agreement.

L. The Parties desire to articulate a comprehensive and coordinated approach to guide the Properties’ use and development.

M. To that end, the Parties further desire to provide for the following general plan of development for the Properties (collectively, the “**Project**”):

(1) With respect to Parcel 1: To preserve the existing parking lot and improve it with limited grading, drainage and water quality, lighting, and landscaping improvements, and to confirm that the historic, 610 parking-space capacity for winter recreational visitors will be credited toward the 1,560 spaces required under that certain Parking Agreement dated November 11, 2003 and recorded on June 29, 2004 in the records of the Summit County Clerk and Recorder (the “**Records**”) at Reception No. 760358 (the “**Parking Agreement**”) irrespective of any reductions resulting from grading, drainage and water quality, lighting, and landscaping improvements or roundabout improvements, on the understanding that a parking attendant will be provided during the winter recreational season to ensure effective parking utilization;

(2) With respect to Parcel 2: To establish a site for employee housing, on privately owned property, as well as the provision a minimum of 400 parking spaces plus any required parking for approved employee housing, for winter recreational visitors that will be credited toward the 1,560 spaces required under the Parking Agreement;

(3) With respect to Parcel 3: To allow up to sixteen (16) duplex units distributed in eight (8) buildings;

(4) With respect to Parcel 4: To provide for development of condominium, hotel, and lock-off units and associated uses, while preserving and/or providing space for VSRI administrative services and the Breckenridge Outdoor Education Center (“**BOEC**”);

(5) With respect to Parcel 5: To create two (2) lots for single-family residential development;

(6) With respect to Parcel 6: To establish a single-family residential subdivision with up to fourteen (14) homesites;

(7) With respect to Parcel 7: If the Annexation occurs, to allow for development of employee housing on Parcel 7 and to authorize the transfer of Density required to accommodate that employee housing; and

(8) With respect to the Gondola Lot Master Plan and Peak 7 & 8 Master Plan: to accommodate the parcel-specific development contemplated above and to provide for the Density transfers necessary to accomplish that development.

(9) With respect to the intersection of North French Street and Park Avenue: to provide for the construction of a roundabout and certain pedestrian improvements as currently contemplated in the Gondola Lot Master Plan, subject to Colorado Department of Transportation (“**CDOT**”) review and approval.

N. In connection with the Project, the Parties anticipate that Density will be transferred to and from the Gondola Lot Master Plan to the Properties, resulting in the following total Density-allocations to each Property:

- (1) Parcel 1: 0.0 SFEs;
- (2) Parcel 2: Up to 21.7 SFEs (with up to 13.9 SFEs to be provided by the Town);
- (3) Parcel 3: Up to 30.0 SFEs;
- (4) Parcel 4: Up to 220.0 SFEs;
- (5) Parcel 5: Up to 2.0 SFEs;
- (6) Parcel 6: Up to 14.0 SFEs; and
- (7) Parcel 7: Up to 29.2 SFEs.

O. To provide for the Project’s development, Gondola Properties (including its successors and assigns, “**Applicant**”) anticipates submitting one or more Development Applications to (1) amend the Gondola Lot Master Plan (the “**Gondola Lot Amendment**”); (2) amend the Peak 7 & 8 Master Plan (the “**Peak 7 & 8 Amendment**” and collectively with the Gondola Lots Amendment, the “**Master Plan Amendments**”); (3) provide for the development of one or more of the Properties upon the approval of the Master Plan Amendments. The term “**Development Application**” includes, without limitation, any application for any of the development permits described in Section 9-1-18 of the Town Code as well as any subdivision application under Section 9-2-3 of the Town Code.

P. To guide the Project and to achieve public benefits desired by the Town, the Town and Applicant desire to establish (1) the commitments Applicant will include in its Development Application(s) and (2) the terms upon which the Town will review and approve Applicant’s Development Application(s) that includes those commitments.

Q. The Town Council of the Town of Breckenridge (the “**Town Council**”) is the governing body of the Town, with the legal authority to enter into development agreements conferring “**Vested Property Rights**” as defined in and pursuant to, *inter alia*, C.R.S. §§ 24-68-101 *et seq.* (the “**Vested Property Rights Act**”) and Article 12 of this Agreement.

R. Pursuant to Section 103 of the Vested Property Rights Act, its legislative authority, and Section 9-1-17-11K of the Town Code, and notwithstanding any provision to the contrary set forth in the Town Code, the Town Council intends that this Agreement will be designated as a “**Site Specific Development Plan**” as that term is defined in the Vested Property Rights Act.

S. Pursuant to Chapter 9 of Title 9 of the Town Code, the Town Council has the authority to enter into a development agreement. Section 9-1-17-12A of the Code requires a development agreement to transfer Density within the Town and between master plans. The Town finds that a development agreement is appropriate to accommodate the Density transfers described below. Section 9-1-17-11K of the Code further authorizes development agreements to extend vested rights beyond the standard three-year vesting period when “warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of the development, economic cycles and market conditions.” The Town finds that all of the relevant circumstances support a vesting period beyond the standard three years.

T. Section 9-1-19-39A.L.5 of the Town Code allows the Town Council to authorize the Planning Commission to review and approve (subject to compliance with all other applicable development policies of the town) an amendment to an approved master plan which is not in compliance with the then current Land use District Guidelines (the “**Guidelines**”). The Town finds that the authorizations described below are warranted under the circumstances.

Staff Question - This waiver request is in regard to parking not being a recommended land use on Parcel 2. The applicant is requesting the waiver to avoid the potential for any negative points being assigned under Policy 2R for Parcel 2. Previously, at the Gondola Lots Master Plan review, negative eight (-8) points were assessed under Policy 2R Land Use because a multi-level parking structure was proposed. With the change to a surface parking in this Development Agreement, staff will recommend the amount negative points be reduced at the Master Plan review. Therefore, staff is not certain this waiver is necessary. Does the Council support this requested waiver?

U. The commitments encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Town Code are as hereafter set forth in this Agreement.

V. The Town Council has received a complete application and all required submittals for a development agreement, has had preliminary discussions of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Section 9-9-10C of the Town Code, desires to approve this Agreement by ordinance.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated into and made substantive provisions of this Agreement.

1.2 Effective Date. The rights and obligations of the Parties under this Agreement shall commence on the Effective Date as defined in this Section 1.2, except as otherwise set forth herein. The “**Effective Date**” shall be the date upon which the Town Council, by ordinance or otherwise, approves the Agreement.

1.3 Nature of Agreement. As further provided in ARTICLE 12, as between the Parties, this Agreement is a Site Specific Development Plan as that term is defined in Section 102 of the Vested Property Rights Act and constitutes a development agreement granting and establishing Vested Property Rights for a period consistent with Section 12.3 in accordance with Section 104(2) of the Vested Property Rights Act.

1.4 Relationship to Previous Agreements. This Agreement replaces, supersedes and effects the termination of the following agreements, which shall be of no further force and effect with respect to the Properties:

(a) Amended and Restated Development Agreement between the Town and Gondola Lot Properties dated June 12, 2023, and recorded in the Records on June 14, 2023, at Reception No. 1312523;

(b) Development Agreement between the Town and Gondola Lot Properties LLC dated April 14, 2023, and recorded in the Records at Reception No. 1309020 on April 14, 2023.

(c) Amended and Restated Development Agreement between the Town and LH Mountain Ventures, LLC dated July 19, 2019, and recorded in the Records on January 8, 2020, at Reception No. 1217695; and

(d) Development Agreement between the Town and Lionheart BGV Ventures, LLC, dated August 15, 2018, and recorded in the Records on September 28, 2018, at Reception No. 1181305;

1.5 Landowner Cooperation and Consent.

(a) “**Landowner**” shall mean the owner of a legal or equitable interest in any Property, and includes the heirs, successors, and assigns of such ownership interests.

(b) Each Landowner hereby covenants and agrees to reasonably cooperate and consent to Applicant's preparation, submittal, and pursuit of any Development Application(s) contemplated under this Agreement and the Town's approval of the same, subject to such Landowner's prompt prior review and approval of the applicable Development Application, which shall not be unreasonably withheld. In connection with every Development Application contemplated under this Agreement where Applicant and Landowner are not the same person or entity, the Parties acknowledge and agree that Applicant shall be considered Landowner's "representative" within the meaning of Section 24-68-102(4)(a) of the Vested Property Rights Act, solely with respect to submission to the Town of this Agreement and any Development Application approved pursuant to this Section 1.5(b).

(c) Each Landowner hereby covenants and agrees to reasonably cooperate in the creation, amendment, and/or execution of such further agreements as may be required to effectuate the provisions of this Agreement. By way of example but not limitation, every Landowner shall, if necessary, execute a Density Transfer Covenant to accomplish the Density transfers contemplated in this Agreement, as more particularly set forth in Section 1.6.

1.6 Density Transfer Covenants. This Agreement contemplates the Town's authorization of various Density transfers. Pursuant to Section 9-1-17-12 of the Town Code, Density transfers must be evidenced by a written covenant (a "**Density Transfer Covenant**"). For all Density transfers contemplated under this Agreement, the following terms shall apply:

(a) The Density Transfer Covenant shall be in a form substantially similar to that attached hereto as Exhibit 8.

(b) All Parties necessary for any Density transfer contemplated under this Agreement shall execute a Density Transfer Covenant within thirty-five (35) days of the Final, Non-Appealable Approval of a master plan amendment or other Development Application authorizing the Density transfer. ("**Final, Non-Appealable Approval**" shall mean the passage of any time periods within which any referendum, administrative appeal, or request for review of such approval pursuant to C.R.C.P. 106(a)(4) must be brought, without any such referendum, administrative appeal or C.R.C.P. 106(a)(4) action having been filed, commenced or asserted, or, if filed, commenced or asserted, after any such referendum, administrative appeal or C.R.C.P. 106(a)(4) action is resolved with affirmation that such approval is effective.) The first sentence of this Section 1.6(b) shall not apply to any Density transfer contemplated or authorized for Parcel 7, which Density transfer shall be accomplished as soon as practicable following the Annexation, if the Annexation is approved.

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

In exchange for the development rights conferred by this Agreement, the Town determines that it is in the public interest to recognize and memorialize the public benefits that the Project will provide as set forth below and more fully in this Agreement.

2.1 Density Relocation. The Town acknowledges and agrees that the Density transfers contemplated in this Agreement will relocate Density from the Town core to the Peak 8 base area, which is a more appropriate development location. The Town further acknowledges that the contemplated transfers will relocate approximately seventy-four (74) percent of the currently available Density away from Town core (approximately sixty-three [63] percent to the Peak 8 base area, and approximately eleven [11] percent to Parcel 7), and, after all density transfers occur, Density within Gondola Lot Master Plan will be reduced by approximately sixty-four (64) percent.

2.2 Development Intensity Reduction. The Gondola Lots Master Plan protects and provides for Density to be used in the Town core under an earlier version of the Town Code. The Town acknowledges and agrees that as the result of later modifications to the Town Code that will apply to development contemplated under this Agreement, the Density contemplated in this Agreement is anticipated to reduce development intensity as compared to the existing approved Gondola Lot Master Plan by approximately 90,000 square feet.

2.3 No Vertical Construction Proposed on Parcel 1 at this Time; Parking Improved on Parcel 2. Upon approval of the Development Application(s) contemplated in this Agreement, Parcel 1 for the time being will remain as a surface parking lot for winter recreational visitors. Drainage and water quality, landscaping, and lighting will all be improved as set forth in ARTICLE 5, and, as more particularly set forth in Article 6, no parking structure will be erected on Parcel 2 at this time, and the existing surface parking lot on Parcel 2 will also be improved by Applicant.

2.4 Employee Housing. The Town acknowledges and agrees that the Agreement:

(a) Provides for, on private property, critically needed employee housing for the community beyond the employee housing that would be required by the Town Code;

(b) Does not require any construction costs to be incurred by the Town for any of the employee housing contemplated in this Agreement; and

(c) Obligates Applicant to provide up to 7.8 SFEs of market-rate Density on Parcel 2, which reduces the need for Town-transferred Density for employee housing on that parcel.

2.5 Infrastructure Contribution. Subject to CDOT review and approval and provided circumstances beyond Applicant's control do not prevent Applicant from complying with the timing set forth herein, prior to issuance of any certificate of occupancy for any building on Parcels 2 or 3, whichever is later, Applicant shall design and construct Park Avenue and Ski Hill Road intersection improvements including such improvements as signage, ADA compliant pedestrian facilities (e.g., ramps and push buttons), and turn-lane restriping for eastbound and westbound movements as described in the East Peak 8 Traffic Impact Study Update (July 2023) up to \$500,000 of design and construction costs.

2.6 Sol Center Contribution. At such time as the Sol Center at Alta Verde has \$1.3 million, or less, in hard building construction obligations remaining, Applicant shall, upon Sol Center at Alta Verde's written request, contribute \$1.3 million toward the Family and Intercultural Resource Center/Building Hope capital fundraising campaign.

2.7 Cucumber Gulch Improvements.

(a) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant will establish with the Town an environmental improvement fund dedicated to drainage and similar improvements to protect Cucumber Gulch funded by a fee of \$2/rental room per night in perpetuity.

Staff Comment – This is an improvement over the previous Lionheart Development Agreement that stipulated the fee to sunset after 20 years.

(b) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant shall make a one-time \$125,000 contribution to the Town for constructed improvements or other management or conservation expenses in Cucumber Gulch.

2.8 Vehicle Trips. As set forth more particularly in ARTICLE 8, vehicle trips on Ski Hill Road will be reduced through the construction of the required employee housing for Parcel 4 on Parcel 7 or otherwise off-site as allowed by Absolute Policy 24/Social Community subsection F.1.a.(iv).

**ARTICLE 3
GONDOLA LOT MASTER PLAN AMENDMENT**

Upon and from Applicant’s submission of a complete Development Application for the Gondola Lot Amendment, the Town covenants and agrees that the Town shall:

3.1 Recognize that 143 SFEs of Density exist under the Gondola Lot Master Plan. The 143 SFEs do not include the fifty-eight (58) SFEs of Density, including up to two (2) to be used as commercial SFEs, that were intended to be transferred to Parcel 4 but for which no Density Transfer Covenant was ever entered into or recorded.

3.2 Specify total proposed Density and allocate Density to the Properties as follows:

(a) Parcel 1: 0.0 SFEs

(b) Parcel 2: Up to 21.7 SFEs (provided that the Town transfers 13.9 SFEs of Town Density as more fully set forth in Section 6.1(a)); and

(c) Parcel 3: Up to 30.0 SFEs.

3.3 Authorize the transfer of Density from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan, allow any new Density transfer into the Gondola Lot Master Plan for the construction of employee housing on Parcel 2, and specify total overall Density for the Gondola Lot Master Plan without the assignment of negative points under any “**Relative Policy**” or the failure of an “**Absolute Policy**” as those terms are defined in Section 9-1-5 of the Town Code. This includes, but is not limited to, a waiver from Absolute Policy 39/Master Plans 9-1-19-39A, subsection I. regarding Density and acknowledgment that no modification to any of the underlying Guidelines is necessary.

3.4 Require separate Density Transfer Covenant(s) for the transferred Density.

3.5 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection L.3 that requires a master plan to be brought into compliance with the current development policies of the Town when amended to the extent necessary to accommodate the more particular provisions set forth in this Agreement.

3.6 Recognize and carry forward the existing applicable Gondola Lot Master Plan Point Analysis, as reflected in PL-2021-0052, as allowed by Development Code Section 9-1-17-3.5. Duration of Point Assignments.

3.7 Extend the Gondola Lot Master Plan vesting five years from the date of the Gondola Lot Amendment's approval as allowed by 9-1-17-11K and grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection H.1., if needed.

3.8 Allow any modification to the Gondola Lot Master Plan required to reflect the terms of this Agreement without assignment of any negative points under any Relative Policy, failure of any Absolute Policy, or need to amend the underlying Guidelines. By way of example but not limitation, this includes allowing the historic winter recreational visitor parking lot uses on Parcels 1 and 2 as contemplated in Section 1 of the Parking Agreement.

Staff Comment – Staff is not comfortable unilaterally waiving any Absolute or Relative Policy and believes the language needs to be more specific or reference other language in the Development Agreement that contains specific Code relief. Does the Council concur?

ARTICLE 4 PEAK 7 & 8 MASTER PLAN AMENDMENT

Upon and from Applicant's submission of a complete Development Application for the Peak 7 & 8 Amendment, the Town covenants and agrees that the Town shall:

4.1 Acknowledge that a total of 145.8 SFEs exist in the Peak 7 & 8 Master Plan. This includes the total remaining entitled Density for the Peak 8 Base Area of the Peak 7 & 8 Master Plan of 71.6 Residential SFEs, 9.0 Commercial SFEs, and 7.2 Guest Service Facilities SFEs and the fifty-eight (58) SFEs, including up to two (2) SFEs to be used as commercial SFEs, to be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan as currently reflected in those master plans, and as reflected in Staff Reports PL-2018-0576 and PL-2018-0546.

4.2 Authorize a Density transfer into the Peak 7 & 8 Master Plan area, from the Gondola Lot Master Plan, in excess of the existing Peak 7 & 8 Master Plan allowance and underlying Guidelines without the assignment of negative points under any Relative Policy, the failure of an Absolute Policy, or need to modify the underlying Guidelines. This also includes a waiver from Absolute Policy 39/Master Plan, 9-1-19-39A. subsection I regarding Density.

4.3 Concurrently process a Development Application or Applications for the subdivision and/or creation of Parcels 5 and 6, provided that the application or applications are complete and comply with the provisions of Chapter 2 of Title 9 of the Town Code (“**Subdivision Standards**”).

Staff Comment – As written, the subdivision and creation of parcels can occur prior to the employee housing being developed on Parcel 2. Does the Council desire the workforce housing on Parcel 2 to be completed prior to the subdivision of Parcels 5 and 6?

4.4 Specify total proposed Density, including the previous fifty-eight (58) SFEs of Density with up to two (2) SFEs to be used as commercial SFEs, and allocate Density to the Peak 7 & 8 Master Plan’s planning areas and/or specific sites in the Peak 7 & 8 Master Plan as follows:

- (a) Parcel 4: Up to 220 SFEs
- (b) Parcel 5: Up to two (2) SFEs; and
- (c) Parcel 6: Up to fourteen (14) SFEs.

4.5 Require separate Density Transfer Covenant(s) for the transferred Density.

4.6 Provided the Peak 7 & 8 Amendment includes a sufficiently specific request for the following, create new development locations in the Peak 7 & 8 Master Plan’s Planning Areas with Density and use assignments, without the assignment of any negative points, failure of an Absolute Policy, or the need to modify the underlying Guidelines, for the following:

- (a) Parcel 5; and
- (b) Parcel 6.

4.7 Recognize that Absolute Policy 39/Master Plans 9-1-19-39A. subsection L.5 has been satisfied.

4.8 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection L.3.

4.9 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection I. regarding Density and acknowledge that no modification to the underlying Guidelines is necessary.

4.10 Per 9-1-17-3.5, Duration of Point Assignments, recognize and continue to apply the Amended Peak 7 & 8 Master Plan Point Analyses from the original Permit #2000155. By way of example but not limitation, the Town shall use the point analysis from the Seventh Amendment to the Peak 7 & 8 Master Plan (PL-2017-0697, Class A, Combined Hearing - A Modification to PERMIT #2000155) and the point assignments set forth therein.

4.11 Recognize that, pursuant to Ordinance No. 29, Series 2021 and Ordinance No. 28, Series 2022, proposed developments on Parcel 4 and Parcel 5, provided the same are substantially similar to those reflected in concept plans presented to and endorsed by Town Council, meet the definition of a Resort Property as defined in Ordinance No. 28, Series 2022.

4.12 Extend vesting of the Peak 7 & 8 Master Plan from November 8, 2025, to November 8, 2032 as allowed by 9-1-17.11K of the Town Code.

4.13 Allow any modification to the Peak 7 & 8 Master Plan required to reflect the terms of this Agreement without assignment of any negative points under any Relative Policy, failure of any Absolute Policy, or need to amend the underlying Guidelines.

ARTICLE 5
PARCEL 1

5.1 With respect to Parcel 1, any Development Application shall comply with the following terms:

(a) The configuration of the proposed use and improvements shall be similar to the DTJ Design conceptual plan reviewed and endorsed by the Town Council on November 28, 2023, and attached hereto as Exhibit 9 (the “**Parcel 1 Concept Plan**”).

(b) Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town’s Engineering Design and Construction Specifications.

(c) A limited amount of landscaping will be provided to the extent compatible with snow storage locations and stormwater and/or water quality improvements. Subject to staff design suggestions, additional landscaping will be installed on the northern and eastern portion of Parcel 1 as requested by the Town Council.

(d) A limited amount of Dark-Sky lighting will be provided to the extent required for pedestrian safety. Additional lighting will be installed on the western portion of the site as requested by the Town Council. Over-lighting the site is discouraged, and lighting shall be minimized yet sufficient to allow for pedestrian safety.

(e) A parking attendant shall be provided on-site while Breckenridge Ski Resort is open to the public for lift-accessed skiing to facilitate vehicle parking on the lot from opening to 3:00 p.m., or until the lot is filled, whichever is first to occur.

5.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 5.1, the Town covenants and agrees that the Town shall:

(a) Consistent with definition of “Development” and Town Council’s discretion under Section 9-1-5C of the Town Code, and in recognition that no Density will be required, refrain from considering improvements depicted on the Parcel 1 Concept Plan and/or described in Section 5.1(a)-(d) (collectively, the “**Parcel 1 Improvements**”) as, “Development”; refrain from assigning any negative points under a Relative Policy or the failure of an Absolute Policy; and not apply the Town’s Off-Street Parking Regulations.

(b) Acknowledge that no modification to the underlying Guidelines is required.

(c) Acknowledge and agree that Parcel 1 has historically provided, and following the construction of the Parcel 1 Improvements, will, with the support of the required attendant, continue to provide 610 vehicle parking spaces toward the 1,560

parking spaces required under Section 1.G of the Parking Agreement. None of the Parcel 1 Improvements shall be construed as diminishing this acknowledged and agreed 610-space capacity.

(d) Include all terms concerning the contemplated Parcel 1 Improvements, as set forth in the above Section 5.1 in the amended Gondola Lot Master Plan, including without limitation recognition of the 610 qualifying spaces.

5.3 Following Final, Non-Appealable Approval of the Gondola Lot Amendment upon the terms set forth in Section 5.2, Applicant shall submit to the Town a site plan application for approval of the Parcel 1 Improvements, in substantially the form depicted on the Parcel 1 Concept Plan, with the addition of the Town Council-requested improvements. This site plan application shall be independent of any other site plan application(s) in the Gondola Lot Master Plan boundaries and the Town's conditional obligations set forth in Section 5.2 shall continue to apply in connection with its consideration of such site plan application. The Parcel 1 Improvements will be implemented by Applicant in stages and shall be substantially completed either upon the issuance of a final certificate of occupancy for all improvements on Parcel 4 or within six (6) years from the Effective Date, whichever is later.

ARTICLE 6 PARCEL 2

6.1 With respect to Parcel 2, any Development Application shall comply with the following terms:

(a) Applicant and the Town will make available to Parcel 2 Density sufficient to construct employee housing beyond that required by the Town Code as follows:

(i) Applicant will provide up to 7.8 SFEs of Density; and

(ii) The Town will provide up to 13.9 SFEs of Density upon or before issuance of a building permit for the employee housing contemplated for Parcel 2.

(iii) A separate Density Transfer Covenant shall be required to transfer the Town-supplied Density.

(b) Applicant shall cause to be constructed forty-eight (48) bedrooms of employee housing in eight (8), six-plex dorm-style units with each bedroom to include its own bathroom, or in such other format as Applicant and the Town may in writing agree upon, per Absolute Policy 24/Social Community, and shall provide an executed covenant consistent with Policy 24 and the Town's Administrative Housing Rules and Regulations as follows:

(i) **Minimum Lease Term:** When rental of an affordable workforce housing unit is authorized, all rental contracts shall be at least three consecutive months in duration. Any such tenancy approved by the Town shall be to a person meeting the definition of a Qualified Occupant under the Town Code. Unrelated

roommates must all be Qualified Occupants and must all be included as tenants on the lease;

(ii) The Town will establish a maximum rental rate for each rental unit based on factors including the market conditions, the type of development and/or the AMI targets as further specified below;

(iii) Rental units shall not be used for or be eligible for Short-Term Rental as defined in Title 4 of the Town Code.

(iv) All Town and Applicant provided Density will be limited to approximately 85% of a 60% Area Median Income (“AMI”) studio unit rental rates per bedroom for dormitory style units as specified in the Summit County Housing Authority 2023 Summit County Area Median Income (AMI) Table as baseline rents. This equates to \$989.40 per bedroom per month as of the Effective Date. Rents shall include electric, gas, water sewer, trash, and snow removal costs.

(v) Beginning from the Effective Date, initial rates will escalate at 2.0% annually until construction is completed and the improvements on Parcel 2 receive a certificate of occupancy, at which point annual rents will escalate at 3.0% annually in perpetuity.

(vi) To the extent practicable, any owner/master leaser of the provided employee housing on Parcel 2 will be obligated to offer any seasonal vacancy to local community non-profit organizations for use.

(c) To facilitate a safe Park Avenue crossing for winter recreational parking lot users, upon the issuance of a final certificate of occupancy for the improvements contemplated on Parcel 2, Applicant shall provide a shuttle connection from the contemplated Parcel 2 parking area to the BreckConnect Gondola and/or Breckenridge Station transit center on Watson Avenue when the parking lot is open to winter recreational visitors. Subject to CDOT review and approval, no later than two years after the Town’s or CDOT’s approval of the same, whichever is later, Applicant shall install Park Avenue/French Street pedestrian improvements, such as at-grade crosswalk striping, push buttons, signage, pedestrian refuge islands, or barriers in Park Avenue to the extent permitted by the Town, CDOT, and any other applicable regulatory entity.

(d) Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town’s Engineering Design and Construction Specifications.

6.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 6.1, the Town covenants and agrees that the Town shall:

(a) Permit the Density transfers contemplated in Section 6.1(a) in excess of the existing Gondola Lot Master Plan Density and underlying Guidelines without the assignment of negative points under any Relative Policy or the failure of any Absolute

Policy, at the time of master plan amendment and/or site plan review, or the need to amend the underlying Guidelines.

(b) Acknowledge and agree that the 400 winter recreational parking spaces on Parcel 2 (or other proposed and approved amount) will count towards the overall 1,560 total parking space requirement of section 1.G of the Parking Agreement.

(c) In recognition of the historical and proposed vehicle parking, consistent with the Parking Agreement, grant waivers from Absolute Policy 2/Land Use District Guidelines and Relative Policy 2/Land Use District Guidelines for the parking lot use.

Staff Comment – As mentioned earlier on page 4, section T, we believe the amount of negative points will be reduced under Policy 2R, Land Use, at a Master Plan review since no structured parking is proposed. Does the Council find this waiver necessary?

(d) Grant a waiver from Relative Policy 5/Architectural Compatibility to allow for the modular construction of the building(s) and use of non-natural materials to reduce maintenance and increase longevity of the building(s).

Staff Comment – This request was not previously discussed with the Council. Buildings constructed with all non-natural materials would be assessed up to negative six (-6) points under Policy 5R, Architectural Compatibility at either the Master Plan or Site Specific review. Does the Council support this waiver request?

(e) Grant a waiver from Relative Policy 7/Site and Environmental Design and its multiple subsections, including, but not limited to: Site Design and Grading for site disturbance associated with constructing the parking lot and employee housing building(s) into the hillside; under Retaining Walls for the use of retaining walls and for walls that exceed four feet (4') in height; and Site Buffering due to Applicant's effort to preserve trees along Park Avenue and provide revegetation as illustrated on the conceptual plan prepared by DTJ Design and reviewed by the Town Council on December 12, 2023 (the "**Parcel 2 Concept Plan**" attached hereto as Exhibit 10), provided that the Parcel 2 Concept Plan, or a plan substantially similar thereto, shall be incorporated into the design of Parcel 2.

Staff Comment – Staff is supportive of the requested waivers as they are consistent with what was previously discussed with the Council. However, we would like it to be re-written to ensure that buffer along Park Avenue is maintained/ enhanced as a condition of granting waivers under Policy 7, Site and Environmental Design for Site Design and Grading for site disturbance associated with constructing the parking lot and employee housing building(s) into the hillside; under Retaining Walls for the use of retaining walls and for walls that exceed four feet (4') in height. Does the Council agree that this section should be reworded to require that site buffering along Park Avenue be achieved as a condition of granting waivers for the other Code provisions?

(f) Grant waivers from Absolute Policy 22/Landscaping subsection B.8. requiring 6% of the interior area of a parking lot to be landscaped and Section 9-3-9J. of the Off-Street Parking Standards requiring landscaping equal to 25 feet per parking stall

based on the nature of the recreation skier parking lot use and needed snowplowing operations.

(g) Grant a waiver from any negative points under Relative Policy 22/Landscaping relating and the tree buffer adjacent to Park Avenue provided that Applicant shall complete tree preservation and revegetation efforts consistent with the Parcel 2 Concept Plan, or another plan substantially similar thereto.

(h) Grant a waiver from Relative Policy 13/Snow Storage.

Staff Comment –Based on the conceptual site plans, snow stacking will likely be close to the recommended 25% of all hard surface areas. If there is a deficit, it is likely to occur along the western edge of the site along the anticipated retaining walls. Is the Council supportive of this waiver?

(i) For the multiple accesses, turning radius, and spacing needed to provide for the residential use, vehicle parking, and contemplated shuttle services, grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (sections 5.10.2.1; 5.10.2.2; 5.10.7.2; Table 5.11; 5.10.8.2; and 5.10.5) Off-Street Parking Regulations (section 9-3-9.A), and associated Absolute Policies 16/Internal, 17/External Circulation, 18/Parking, and 26/Infrastructure of the Town Code.

(j) Permit a limited amount of Dark Sky compliant lighting to be provided on-site for pedestrian safety and waivers from Absolute Policy 46/Exterior Lighting, Title 9, Chapter 12 Exterior Lighting Regulations, and Title 9, Chapter 3 of the Town Code as over-lighting the site is discouraged. Timers, motion sensors, or other devices are encouraged to minimize the lighting yet allow for pedestrian safety.

(k) Acknowledge that the construction and maintenance of an overpass or underpass traversing Park Avenue is unnecessary based upon the proposed residential uses and limited use of the winter recreational parking lot, and provision of shuttle service and other improvements as set forth in Section 6.1(c).

(l) To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

ARTICLE 7 PARCEL 3

7.1 With respect to Parcel 3, any Development Application shall comply with the following terms:

(a) If the Town identifies any wetland impacts beyond those identified in that certain The Gold Rush Lots Wetland Technical Report prepared by Alpine Ecological Resources dated October 26, 2023 (attached hereto as Exhibit 11, the “**Wetlands Report**”), the impacted wetland area shall be replaced at a rate of 2:1 through an in-lieu fee program

assumed by Applicant substantially similar to the Colorado Western Slope In-Lieu Fee Program identified in the Wetlands Report.

7.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 7.1, the Town covenants and agrees that the Town shall:

(a) Acknowledge that the impact to the wetlands on Parcel 3 is as reflected in the Wetlands Report and the mitigation proposed therein is sufficient to grant the waivers set forth in this Section 7.2.

(b) Grant waivers from Town Code Section 10-2-4-3 Setbacks of the Engineering Process and Regulations, Section 7.6.1 Setbacks of the Engineering Design Standards and Construction Specifications, and Title 10 of the Engineering Process and Regulations regarding mitigation for the limited purposed of site grading, drainage and water quality improvements.

(c) Grant a waiver from Policy 7/R Site and Environmental Design and all its subsections, provided that Applicant endeavors to preserve trees along Park Avenue and provide revegetation as shown on the conceptual plan prepared by DTJ Design and reviewed and approved by the Town Council on November 14, 2003 (the "**Parcel 3 Concept Plan**"), or a plan substantially similar thereto.

(d) If the Town identifies any wetland impacts beyond those identified in the Report and Applicant mitigates the newly identified impacts consistent with Section 6.1(a), the Town shall grant any needed waivers from any Engineering Process and Regulations and Engineering Design Standards and Construction Specifications, and the Town Code policies related to such impacts and replacement, including but not limited to Absolute Policy 31/Water Quality.

(e) Grant a waiver from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (sections 5.10.2.1; 5.10.2.2; 5.10.5; 5.10.8.1), Off-Street Parking Regulations (section 9-3-9.A), and the corresponding Absolute Town Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure, for multiple accesses on Woods Drive, driveway spacing, and driveway cross-slope.

(f) Grant a waiver from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (section 5.10.1), Off-Street Parking Regulations (section 9-3-9.A), and the corresponding Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure, allowing more than four units to be served by a private access, provided that Applicant shall construct and maintain any such access in perpetuity.

(g) Grant a waiver from any negative points under Relative Policy 7/Site Design or Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue at the time of master plan amendment and/or site plan review to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent

with the Parcel 3 Concept Plan, provided that the Parcel 3 Concept Plan, or a plan substantially similar thereto, be implemented.

Staff Comment – Staff is not supportive of providing a waiver related to site buffering but instead acknowledges the conceptual buffering plan previously presented to the Council would likely comply with the site buffering section of Policy 7. Does the Council agree?

(h) To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

(i) Provide for the Parcel 3's subdivision into duplex lots or footprint lots in accordance with the Town's Subdivision Standards.

ARTICLE 8 PARCEL 4

8.1 With respect to Parcel 4, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to transfer Density into the master plan and assign additional Density to Parcel 4, in excess of the Density currently allowed by the master plan and underlying Guidelines, without the assignment of negative points under any Relative Policy or failure of any Absolute Policy, or the need to modify the underlying Guidelines, as follows: up to 74.2 SFES shall be transferred to the Peak 7 & 8 Master Plan from the Gondola Lot Master Plan for Parcel 4 and fifty-eight (58) SFES, including up to two (2) SFES to be used as commercial SFES, will be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan. The Town acknowledges and agrees that such fifty-eight (58) SFE transfer is reflected in the now-existing versions of the Gondola Lot Master Plan and the Peak 7 & 8 Master Plan, but no Density Transfer Covenant was ever entered into or recorded.

(b) In addition to the parking spaces required to be provided by the Peak 7 & 8 Master Plan at the time of site plan review, Applicant shall provide up to thirty-five (35) parking spaces for VSRI on-site administration employees and six (6) oversized/ADA parking stalls for use by the BOEC will be included in a proposed parking garage. The VSRI parking spaces may not be used by the general public or for any other use but for parking for on-site VSRI employees and the BOEC parking spaces may not be used by the general public or for any other use other than parking for BOEC activities. The provisions of this Section 8.1(b) shall be included in the Peak 7 & 8 Master Plan.

(c) **Building Height**

(i) The maximum height of any building proposed for Parcel 4 shall not exceed the elevation of the existing east cross gable of One Ski Hill Place, as specified in the Peak 7 & 8 Master Plan and its attachments. This maximum height will serve as an "Absolute" policy under the Town Code.

(ii) Relative Policy 6 “Building Height” shall apply to the Town’s review of a site plan application. Pursuant to the Peak 7 & 8 Master Plan, for the purpose for assessing or awarding points under Relative Policy 6 the heights of the buildings to be constructed on Parcel 4 shall be evaluated against the height requirements of the Town Code and the recommended heights for Land Use District 39 as they were in effect on February 26, 2013.

(iii) Pursuant to the Peak 7 & 8 Master Plan, the height of buildings at the Peak 8 base area only (including Parcel 4) are to be measured “to the proposed finished grade elevation at the exterior wall below,” and not to natural grade, which generally does not exist in the area, provided that such proposed finished grades shall not include artificial appearing berming or fill. Artificial appearing berming or fill is characterized by excessive rise and steep grades in the vicinity of building foundations. (Emphasis added.) The height of the building on Parcel 4 shall be established in accordance with the Town Code and Land Use District 39 of the Guidelines, in effect on the Effective Date, provided, however, that the Town and Applicant shall establish a method for determining the finished grades above which heights shall be measured in order to account for the lack of natural grades and the anticipated filling of the lowered and generally flat grades currently existing at the Peak 8 base area.

(d) Employee housing will be provided subject to the following terms:

(i) Applicant shall comply with Absolute Policy 24/Employee Housing and will relinquish any rights to provide such housing in connection with the development of Parcel 4 upon any different terms that may have been identified in any earlier agreement or approval.

(ii) Applicant shall cause all required employee housing to be provided on Parcel 7 if Parcel 7 has been annexed into the Town at the time the obligation to construct such employee housing is due under the Town Code. If Parcel 7 has not been annexed into the Town at such time, Applicant’s obligation to provide employee housing under the Town Code shall remain unchanged, and it shall be Applicant’s responsibility to provide the required employee housing through any alternative means permitted under the Town Code.

(e) Upon issuance of the final certificate of occupancy for all buildings on Parcel 4 Applicant shall deliver to the Town documentation sufficient to demonstrate that any right of access to Parcel 4 via Saw Mill Run Road has been abandoned.

8.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 8.1, the Town covenants and agrees that the Town shall:

(a) Grant a waiver from Absolute and Relative Policy 3/Density for the underground parking area square footage.

(b) Permit amendment of the Peak 7 & 8 Master Plan that reflects that maximizing the buffer distance to Parcel 4’s eastern property line is more important than designing any building to step down to the east, provided that the eastern edge of a building’s footprint may not be located any further to the east than that shown on the DTJ Design plans reviewed and approved by the Town Council during the November 14, 2023 work session (the “**Parcel 4 Concept Plan**”).

(c) Not assign negative points under Relative Policy 7/Site and Environmental Design – Retaining Walls, in recognition that the site has been previously disturbed and that retaining walls will be used in an effort to retain slopes as called for by Policy 7.

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (sections 5.10.2.1 and 5.10.2.2), Off-Street Parking Regulations (section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, 26/Infrastructure for two (2) accesses onto Parcel 4 – for deliveries/loading and for public/guests, and for loading area backout movements onto Ski Hill Road.

(e) Acknowledge and agree that constructing the required employee housing on Parcel 7 or otherwise off-site will reduce vehicle trips up/down Ski Hill Road meeting Absolute Policy 24/Social Community subsection F.1.a.(iv).

(f) Acknowledge and agree that outdoor heated sidewalks, pools/spas impacts, etc. will be minimized to the extent practicable but that Applicant cannot mitigate all required impacts on-site due to elevation, current technology, and roof design/size. The Town shall allow off-site mitigation of the Renewable Energy Mitigation Program (“**REMP**”) upon the following terms:

(i) REMP mitigation will be provided via a three-step approach: (1.) solar on-site; (2.) off-site within the Town on properties controlled by Applicant; and (3.) fee in lieu based on the current REMP policy and calculator if offset energy is not provided prior to Certificate of Occupancy for Parcel 4. Applicant consents to the Town’s review and approval of all mitigation via the applicable development review process(es). Applicant may submit, and the Town will process, an application meeting Town Code requirements for off-site solar mitigation improvements for credit to the Town for review and approval upon execution of this Development Agreement due to the construction lead time for Parcel 4 credit.

(ii) Applicant will provide a third-party analysis of the required amount of solar offset.

(iii) The Town staff shall determine the extent of emergency egress and pedestrian circulation safety to be exempt from REMP and Absolute and Relative Policy 33/Energy Conservation during site plan review.

(g) Issue, upon application for the same, such permit(s) as may be required by the Town to allow one or more Applicant-provided temporary structures accommodating VSRI’s administration functions necessary or appropriate for the operation of the

Breckenridge Ski Resort, as well as Applicant’s pre-operation functions on Parcel 4, to be placed on Parcel 4, or other location(s) suitable to the Town and VSRI or Applicant, and maintained in such location(s) until Applicant constructs guest services spaces for VSRI’s use and occupancy; provided, however, that all approved temporary structures shall be removed by Applicant not later than the first to occur of: (i) the end of 60 days after the issuance of any final certificate of occupancy for all structures on Parcel 4. The Town shall also grant such waivers including, without limitation, from Absolute Policy 36/Temporary Structures as may be necessary to effectuate the terms of this section.

Staff Comment – Allowing the use of temporary structures is consistent with the previous Lionheart Development Agreement.

(h) The parking garage on Parcel 4 may be used as temporary construction parking while the on-site building(s) is under construction.

8.3 Following Final, Non-Appealable Approval of the Development Application(s) contemplated under Section 8.1 and prior to issuance of the final certificate of occupancy for the improvements on Parcel 4, Applicant shall enter into such agreement as the Town reasonably may require that provides for the following:

(a) At the end of the first year after issuance of the final certificate of occupancy and every year thereafter for the first five (5) years after issuance of such final certificate of occupancy, Applicant will provide a trip report to the Town. Trips will be defined as the number of trips into the garage anticipated to be constructed on Parcel 4 plus the number of trips out of that garage on a daily basis.

(b) If during any single calendar month of each of such five (5) years the number of trips exceeds an average of 1,600 trips per day, for every 100 trips in excess of 1,600, Applicant will acquire and transfer one additional shuttle van to the Breckenridge Mountain Master Association (“BMMA”). Until such time as the threshold described in the preceding sentence has been reached the residents and guests of the anticipated development shall have access to the transportation (van) system operated by the BMMA in the same manner as is provided to other properties located within the boundaries of the BMMA. A letter from the BMMA confirming the same shall be provided to the Town.

8.4 If the Annexation has not been approved at or before the time the obligation to provide employee housing under Absolute Policy 24/Social Community in connection with the development of Parcel 4 is due, the Town shall allow Applicant to transfer up to 15.0 SFEs for employee housing mitigation to other properties within the Town to satisfy the employee housing mitigation requirements. Nothing in this Section 8.4 shall be construed as limiting the alternative means of delivering employee housing to satisfy Absolute Policy 24/Social Community as permitted under the Town Code.

ARTICLE 9
PARCEL 5

9.1 With respect to Parcel 5, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a Parcel 5 Planning Area, allow single-family residential uses, and assign Density to this area without the assignment of any negative points under any Relative Policy or the failure of an Absolute Policy, or the need to modify the underlying Guidelines;

(b) Applicant shall construct and maintain a private driveway on Parcel 5 serving the two homesites from Four O'clock Run Road;

(c) Applicant shall include a plat note on the final plat indicating that the future homes on the lots will be limited to a total of 7,500 square feet of Density per lot;

(d) Applicant shall include a plat note on the final plat stating that a Plant Investment Fee (“PIF”) equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve each completed home.

9.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 9.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section 8.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and recognize that no modification of the underlying Guidelines is necessary.

(b) Recognize that, pursuant to Ordinance No. 29, Series 2021 and Ordinance No. 28, Series 2022, the two homesite proposed for Parcel 5 meet the definition of a Resort Property as defined in Ordinance No. 28, Series 2022.

(c) Grant a waiver allowing the private driveway’s grade/slope to exceed, up to a maximum grade/slope of ten (10) percent, the requirements set forth in Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (section 5.10.8.1), Off-Street Parking Regulations (section 9-3-9.A), and corresponding Development Code Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking and 26/Infrastructure.

(d) Grant relief from the Subdivision Standards Sections 9-2-4-5C.2. and 9-2-4-5C.7.b.4 related to the depth and widths of lots and shape of disturbance envelopes.

ARTICLE 10
PARCEL 6

10.1 With respect to Parcel 6, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a new Parcel 6 Planning Area, allow the single-family residential uses, and assign Density to this area

without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy, and no modification of the underlying Guidelines is necessary.

(b) Each proposed single-family lot on Parcel 6 shall be a minimum of .60 acres.

(c) Applicant shall include a plat note indicating that the future single-family homes will be limited to 7,500 square feet of Density.

(d) Applicant shall include a plat note stating that a PIF equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve completed homes on Parcel 6.

10.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 10.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section 10.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and recognize that no modification of the underlying Guidelines is necessary.

(b) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (section 5.6.3.2), Off-Street Parking Regulations (section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering Regulations to be met for the length of the Timber Trail Drive extension and grade during the subdivision review process, on the condition that all International Fire Code requirements are met and an emergency turn-around, fire hydrants, and the future homes are equipped with individual automatic sprinkler systems (via a plat note on the subdivision plat) will be provided, as previously allowed for the Timber Trail subdivision. The maximum grade shall be 6.5% unless a greater grade is reviewed and approved by the Town.

(c) For private driveways' grade(s)/slope(s) during the subdivision and site plan review processes, grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (section 5.10.8.1), Off-Street Parking Regulations (section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering regulations to be met..

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (section 5.10.1), Off-Street Parking Regulations (section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure allowing a private access to serve more than four (4) lots as applicable

during the subdivision and site plan review processes, provided that Applicant shall construct and maintain any such access in perpetuity.

(e) Grant waivers from the Subdivision Standards Sections 9-2-4-5.C.2., 9-2-4-5.C.3. and 9-2-4-5.C.7.b.4 related to the depth and width of lots and shape of disturbance envelopes.

(f) Confirm that Parcel 6 will remain in Zone 3 of Ordinance No. 28, Series 2022.

ARTICLE 11 PARCEL 7

11.1 Development Upon Annexation. If the Annexation is approved, Applicant or BGV Entrada shall be entitled to submit Development Applications for the development of employee housing on Parcel 7, subject to the terms of any annexation and development agreement executed by the Town and BGV Entrada with respect to Parcel 7. To provide for that development, the Town authorizes the following, subject to the execution of any required Density Transfer Covenant: The transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Parcel 7, which shall in addition to the existing 14.2 SFEs on Parcel 7 as allowed by Land Use District 5, result in a total of up to 29.2 SFEs on Parcel 7.

11.2 If the Annexation is not successful, Applicant is authorized, upon written notice to the Town, to transfer up to fifteen (15) SFEs from the Gondola Lot Master Plan to another property in the Town suitable to Applicant and VSRI for the purpose of providing deed restricted workforce housing. Compliance with Section 1.6(b) shall be determined from the date the written notice required under this Section 11.2 is delivered to the Town.

11.3 If the Annexation has not been approved within one (1) year of the Effective Date, this Agreement shall terminate and be of no further force and effect with respect to Parcel 7 alone.

Staff Comment – The deal points related to Parcel 7 are intentionally limited in this Development Agreement. The forthcoming Annexation Agreement will capture all of the specific deal points related to this property.

ARTICLE 12 VESTED PROPERTY RIGHTS

12.1 Establishment of Vested Property Rights. This Agreement shall constitute a Site Specific Development Plan. All of Applicants' and Landowners' rights, and the Town's obligations, under this Agreement shall be Vested Property Rights. Applicant and Landowners shall have a Vested Property Right to undertake and complete development and use of the Properties as provided in this Agreement, and the Vested Property Rights will be effective against any other governmental entities and their respective governing bodies that subsequently obtain or assert jurisdiction over the Properties or any portion thereof. The rights and obligations under this Agreement shall vest in Applicant and Landowners, which terms, by their definitions, include successors, and assigns. The Vested Property Rights described in this Agreement shall constitute benefits and burdens to the land and shall run with title to the land.

12.2 Rights Which are Vested. By way of illustration, the Vested Property Rights include, but are not limited to, the following:

(a) Processing of Applications. The right to submit and for the Town to process Development Applications in accordance with the procedures and upon such terms set forth in this Agreement, or to the extent not addressed herein, the procedures set forth in the Town Code (as the same was in effect on the Effective Date). In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable submittal requirements, procedural requirements, or approval criteria which conflict with or are in addition to the terms and conditions of this Agreement, Applicant may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.-

(b) Use and Development Standards. The right to be protected against the Town or any citizen initiating any action to apply any less-favorable use and development standards to any Property or the Project, including, but not limited to, any reduction in the maximum allowed Density, the development intensity allowed under that Density, or total area of the Project. In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable use or development standards that conflict with or are in addition to the terms and conditions of this Agreement, Applicant and , VSRI, in the event the affected Property is owned by VSRI, may choose whether the Town Code or the terms of this Agreement will apply to the affected Property or Properties, or the Project.

(c) Uniformity of Requirements. The right to continue and complete development of the Properties with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the Town on other properties within the Town's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall control except as otherwise set forth herein.

12.3 Term. In recognition of the complexity of the development contemplated by this Agreement, the time required to complete development, and the possible impact of economic cycles and varying market conditions during the course of development, the Town has concluded and hereby agrees that the Vested Property Rights, including those identified in Section 12.1 of this Agreement, shall continue and have a duration until **SEVEN (7) YEARS** from the Effective Date (the "**Term**"). The rights and obligations set forth in this Agreement shall survive the termination of the Term, the effect of which shall be limited to eliminating the protections set forth in the Vested Property Rights Act.

12.4 Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of Town regulations of general applicability including, but not limited to, the application of local improvement districts, building, fire, plumbing, engineering, electrical and mechanical codes, or the application of regional, state or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the date hereof, except as otherwise provided herein, as against the Properties and the Project. Landowners do not waive their rights to oppose adoption of any such regulations.

ARTICLE 13 DEFAULT AND REMEDIES

13.1 Default by the Town. A “breach” or “default” by the Town Council or the Town under this Agreement will be defined as the Town Council’s or the Town’s failure to fulfill or perform any express material obligation of the Town Council or the Town stated in this Agreement. Consistent with Sections 105(1)(a) and (b) of the Vested Property Rights Act, the Parties acknowledge and expressly intend that the Vested Property Rights preclude any zoning or land use action by a local government or pursuant to any initiated measure which would materially alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development of the Project or the use of the Properties as set forth in this Agreement, except that such rights may be divested only (a) with the consent of the owner of the affected portion of the Properties; or (b) upon the discovery of natural or manmade hazards on, or in the immediate vicinity of, the Properties, which hazards could not have been reasonably discovered at the time of approval of this Agreement, and which hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare. Such natural or manmade hazards may include, but are not limited to, acts of God or other *force majeure*, or failure(s) of Town utilities necessary to serve the Properties or Project. Accordingly, subject to the exceptions listed in clauses (a) and (b) above, any of the foregoing zoning or land use actions by the Town Council or the Town would impermissibly divest Applicant and/or Landowners of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Act and would entitle Landowners to the specific and limited remedies set forth herein.

(a) No Responsibility or Remedy. The Town shall not be responsible for and Applicant and Landowners shall have no remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

(b) No Personal Responsibility. No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

13.2 Obligation to Provide Notice and Opportunity to Cure. If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Town Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include such claim could jeopardize the Party’s ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party

asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 13.2.

13.3 Remedies.

(a) Generally. Except to the extent this Agreement expressly states otherwise, the Party asserting the default will have the right to pursue and be entitled to enforce specific performance of the defaulting Party's obligations under this Agreement, which will be the sole remedy under this Agreement; provided, however, if there is a final judicial determination that a Party is in default under this Agreement but the court determines specific performance is not available or will not be granted as a remedy for such default: (i) Applicant or Landowners will be entitled to the contingent remedy described in Section 13.3(c); and (ii) if Applicant or Landowners are determined in a final judicial judgment to have failed to abide by the terms of this Agreement, the Town Council and the Town will be entitled such remedies as may be available at law or in equity, subject to the limitations set forth in Section (b), and, additionally, to enforce the forfeiture of the Vested Property Rights.

(b) Vested Property Rights; Mutual Waivers. Although the Vested Property Rights Act provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the Vested Property Rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Act as a remedy for breach or default with respect to the Vested Property Rights. Accordingly, Applicants and Landowners hereby knowingly, intentionally, voluntarily and irrevocably waive, for themselves and for their successors and assigns, any remedial right they may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to be paid money damages as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights; and the Town Council hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town Council or the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to pay money damages to Landowners and/or their successor(s) and assign(s) as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights. The Parties have executed and entered into the foregoing mutual waivers with the express intent that such waivers will be mutually binding and enforceable as to each of them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town Council and the Town are precluded from divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 13.1.

(c) Contingent Remedy. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in this ARTICLE 13 will not be enforced against the Town Council and the Town as written, Applicant and/or Landowners will be entitled to pursue and be awarded just compensation

pursuant to Section 105(1)(c) of the Vested Property Rights Act to the extent the Town Council or the Town takes any action which has the effect of divesting, depriving, impairing or violating the Vested Property Rights and such action constitutes a compensable action under the Vested Property Rights Act.

ARTICLE 14 RESPONSIBILITIES OF THE TOWN

14.1 Processing of Applications. The Town shall process all applications received in connection with the development of the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

14.2 Infrastructure Permit. The Town shall, upon Applicant's request at any point following the approval of any Development Application contemplated in this Agreement, issue to Applicant at least one infrastructure permit for the Property subject to the Development Application approval that will allow for infrastructure and site work related to the approved Development Application, including deep utilities, grading, construction of storm water management systems, and mass excavation, to commence prior to issuance of a building permit, subject to approval by the Town Engineering Department. Each property with an approved Development Permit, as that term is defined in Section 9-1-5 of the Town Code, may be issued an infrastructure permit.

14.3 Building Permits. The Town shall issue all necessary building permits for the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

14.4 Consent. The Town will not unreasonably withhold its consent or approval when such consent or approval is required hereunder.

ARTICLE 15 MANDATORY PROVISIONS

Pursuant to Section 9-9-12 of the Town Code, the following mandatory provisions shall apply:

15.1 Except for a development agreement to extend vested property rights pursuant to section 9-1-17-11 of the Town Code and, except as provided in Section 24-68-105, Colorado Revised Statutes, the execution of the development agreement shall not preclude the current or future application of Municipal, State or Federal ordinances, laws, rules or regulations to the real property which is the subject of the development agreement (collectively, "**Laws**"), including, but not limited to, Building, Fire, Plumbing, Engineering, Electrical and Mechanical Codes, and the town's Development Code, subdivision ordinance and other land use laws, as the same may be in effect from time to time throughout the term of the development agreement. Any development of the real property which is the subject of the development agreement shall be done in compliance with the then current laws of the town. The Parties acknowledge and agree that this Agreement is a development agreement to extend vested property rights pursuant to Section 9-1-17-11 of the Town Code and Section 24-68-105 of the Colorado Revised Statutes and that the exception set forth in Section 9-9-12A therefore applies.

15.2 As set forth in Section 16.14, nothing in the agreement shall preclude or otherwise limit the lawful authority of the town to adopt or amend any Town law, including, but not limited to, the town's: 1) Development Code, 2) land use guidelines, 3) master plan, and 4) subdivision ordinance. The Parties acknowledge and agree that the remedies set forth in Section 13.3 do not contravene this Section 15.2.

15.3 This Agreement shall run with the title to the land and be binding upon the owners, heirs, successors and assigns, as set forth in Section 16.11.

15.4 As set forth in Section 13. 2, prior to any action against the Town for breach of this Agreement, the applicant shall give the town a sixty (60) day written notice of any claim by the applicant of a breach or default by the town, and the town shall have the opportunity to cure such alleged default within such time period.

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

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

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

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

15.9 As set forth in Section 16.6, if any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the agreement.

15.10 In connection with an application for a development permit to develop the real property that is the subject of this Agreement the application shall not receive an award of positive points under the Development Code for any commitment offered to the Town by the applicant

pursuant to Section 9-9-4, or any other obligation or requirement of the applicant under the development agreement.

ARTICLE 16 MISCELLANEOUS

16.1 Amendments. This Agreement may be amended or terminated only with the prior written consent and approval of the Town, Applicant, and the Landowner of the Property(ies) or portion of the Property(ies) to which the amendment applies, following public notice and public hearings as required for Development Agreements.

16.2 Notices. In order to be deemed delivered and effective, any notice required or permitted pursuant to this Agreement must be in writing, and must be given either personally or by registered or certified mail, return receipt requested, in either case to the applicable Party(ies) at their addresses set forth below:

If to the Town:

Town of Breckenridge
Shannon Haynes, Town Manager
150 Ski Hill Road, P.O. Box 168
Breckenridge, CO 80424
shannonh@townofbreckenridge.com

With a required copy to:

Kirsten J. Crawford
Town Attorney, Town of Breckenridge
150 Ski Hill Road, P.O. Box 168
Breckenridge, CO 80424
kirstenc@townofbreckenridge.com

If to BGV:

Gondola Properties LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: BGV CONTACT

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
apeters@ottenjohnson.com

If to VSRI:

INFORMATION

If to LC Breckenridge:

INFORMATION

Notices will be deemed delivered and effective as follows: (i) if given personally, when delivered to the Party to whom it is addressed; or (ii) if given by registered or certified mail, on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (B) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Any Party may at any time, by giving notice as provided in this Section, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given.

16.3 Entire Agreement. This Agreement constitutes the entire and final understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof, which shall be of no further force and effect. For the avoidance of doubt, the Parking Agreement is not an agreement or understanding subject to this Section 15.3 and remains in full force and effect.

16.4 No Implied Representations. No representations, warranties, or certifications, express or implied, shall exist as between the Parties except as stated herein.

16.5 Waivers and Modifications in Writing. No waivers or modifications hereof shall be made or deemed to have been made unless in writing executed by the Party to be bound thereby.

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

16.7 Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement or the application thereof conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter. When adopted by the Town pursuant to ordinance, this Agreement shall be deemed to be an amendment of any such conflicting provision of the Town Code with respect to the subject matter thereof.

16.8 Adoption of Agreement Deemed to be a Legislative and Administrative Act; Referendum. As set forth in and expressly authorized by Section 104(2) of the Vested Property Rights Act, this Agreement and the Vested Property Rights conferred hereby are adopted as a legislative act pursuant to such authority conferred upon the Town Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Town Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the Town Council's establishment of the Vested Property

Rights pursuant to this Agreement, such result will not be construed as overturning, negating or otherwise affecting the Council's approval of this Agreement.

16.9 Covenant of General Cooperation. The Parties covenant and agree to cooperate in good faith with one another in the performance of their respective rights and obligations hereunder in order that each may reasonably realize their respective benefits hereunder. The Parties further agree to cooperate in good faith with one another in the event of any third-party legal action, initiative, or referendum challenging the approval(s) of any Development Application contemplated in this Agreement.

16.10 No Third-Party Beneficiaries. Except as otherwise provided herein, none of the terms, conditions, or covenants contained in this Agreement shall be deemed to be for the benefit of any person not a Party hereto, and no such person shall be entitled to rely hereon in any manner.

16.11 Successors and Assigns; Binding Effect; Recording.

(a) **Recording.** Within five (5) business days of the Effective Date, the Parties shall deliver original copies of their signature pages and the signature pages of any lienholder or lender on their respective Property to the Town. This Agreement shall be recorded in the Records as against every Property and Parcel 7.

(b) **Successors and Assigns of Applicant.** Applicant may, in its sole discretion, assign its rights and obligations under this Agreement in whole and in part. Upon any such assignment and delivery of written notice to the Town along with a copy of the instrument of assignment, Applicant shall be released from its obligations and responsibilities hereunder to the extent so assigned and the Town shall recognize the rights and obligations of such assignee as so assigned.

(c) **Successors and Assigns of Landowner.** This Agreement shall be binding upon and inure to the benefit of Landowners and their respective successors and assigns. For avoidance of doubt, the Agreement shall run with the title to the land and benefit and burden the Properties. Any Party bound by obligations of Landowner in this Agreement shall be released from its obligations and responsibilities hereunder upon the valid conveyance of its interest herein to its successor pursuant to the terms and conditions of such conveyance, if any.

16.12 Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies hereof may be delivered by telecopier or e-mail (pdf) and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

16.13 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

16.14 Town Law. Nothing in the agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to, the Town's: 1) Development Code, 2) Guidelines, 3) master plan, and 4) Subdivision Standards.

16.15 Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.

16.16 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. In the event of ambiguity in this Agreement, any rule of construction which favors a Party's interpretation as a non-drafting party will not apply, and the ambiguous provision will be interpreted as though no specific party was the drafter.

Exhibit 1

[Parcel 1 Legal Description]

Exhibit 2

[Parcel 2 Legal Description]

Exhibit 3

[Parcel 3 Legal Description]

Exhibit 4

[Parcel 4 Legal Description]

Exhibit 5

[Parcel 5 Legal Description]

Exhibit 6

[Parcel 6 Legal Description]

Exhibit 7

[Parcel 7 Legal Description]

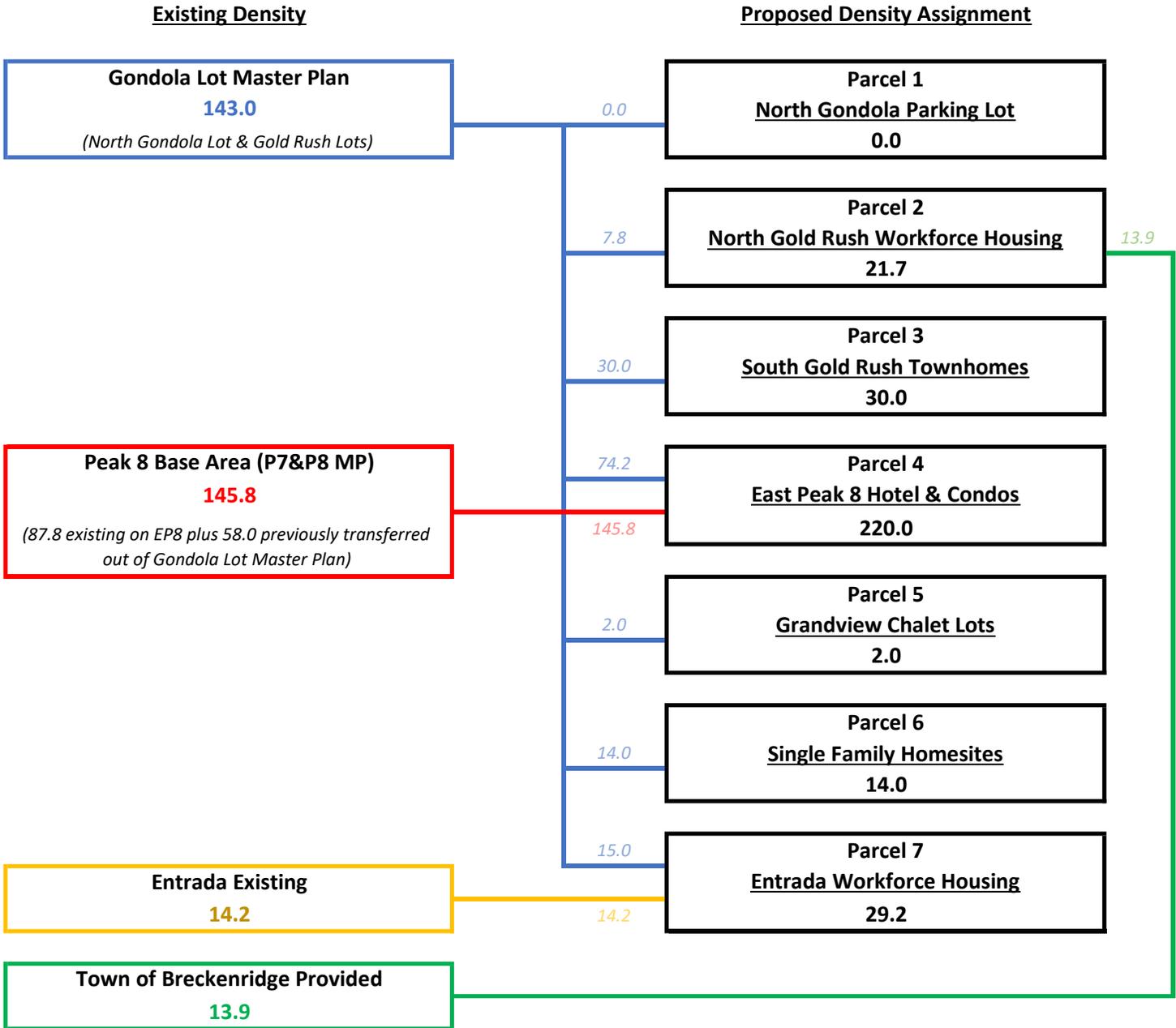
Exhibit 8

[Form Density Transfer Covenant]

Exhibit 11

[Wetlands Report]

BGV Redevelopment: North Gondola, Gold Rush, East Peak 8, Grandview, and Entrada
Density Transfer Summary



	Density Sources	Density Uses
Gondola & Gold Rush Lots	143.0	51.7
East Peak 8	145.8	220.0
Parcels 5 & 6	0.0	16.0
Entrada	14.2	29.2
Town of Breckenridge	13.9	N/A
Total SFEs	316.9	316.9

Summary Table:

Staff has provide a summary table of key aspects of the Development Agreement. Staff will be happy to receive any additional feedback or answer any questions.

Parcel Name	Substantial Code Relief (Council Relief)	Administrative Code Relief (Staff Relief)	Community Benefits	Future Requirements	Key Deal Points
Parcel 1 (North Gondola)	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Multi-family uses allowed by the Gondola Lots Master Plan and prior Town agreements will be terminated. 	<ul style="list-style-type: none"> • Amend Gondola Master Plan to reflect winter recreational user/visitor parking as the proposed use and remove all SFEs from this parcel. 	<ul style="list-style-type: none"> • Designated use shall remain as winter recreational user/visitor parking. • Parking counts will be based on the historical ability to park 610 vehicles. This is the number of spaces that will continue to be recognized and count towards the 1,560 total parking space requirement found in section 1.G. of the 2003 Parking Agreement regardless of any improvements. • Provide limited basic improvements relating to drainage/water quality, landscaping, and lighting to be provided as shown on the DTJ Design conceptual plan reviewed by Town Council on November 28, 2023. • Agree that infrastructure and other limited horizontal improvements specified on the DTJ Design conceptual plan are not “developments” under the Town Development Code. Per 9-1-5: Development, subsection C of the Town’s Development Code, the Town is authorized by development agreement to exclude from the definition of “development” any proposed activity that does not involve the construction of any new density and mass. Then section 9-1-6.B.1 regarding development permits, would not be applicable. The proposed parking lot improvements identified in the DTJ Design conceptual plan can be excluded as “Development” because they do not involve construction of any new density or mass. • Stormwater strategies will be analyzed and constructed per Chapter 6 of the Engineering Design Standards and Construction Specifications. • Provide a limited amount of landscaping considering the importance of maintaining

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					<p>snow storage locations, providing water quality improvements, and maintaining parking.</p> <ul style="list-style-type: none"> • Install a limited amount of Dark Sky compliant lighting on-site for pedestrian safety that shall meet the terms of Absolute Policy 46/Exterior Lighting and Title 9, Chapter 12 Exterior Lighting Regulations of the Town Code. Over-lighting the site is discouraged and timers, motion sensors, or other devices are encouraged to keep lighting at a minimum for safety. • Improvements will be implemented in stages and shall be completed prior to the issuance of a final certificate of occupancy for all improvements on Parcel 4. • Requirement for a parking attendant to be on-site during the winter ski season to facilitate vehicle parking on the lot. The parking attendant will be on-site from opening to 3:00 pm or until the lot is filled, whichever is first to occur.
Parcel 2 (North Gold Rush)	<ul style="list-style-type: none"> • Requested relief from 7/R related to site disturbance and retaining walls for cutting into the hillside with the condition that tree buffer along Park Avenue is maintained/and enhanced with new plantings to supplement any losses of mature trees. • Grant waivers from Absolute Policy 2/Land Use District Guidelines and Relative Policy 2/Land Use District Guidelines for the parking lot use. • Grant a waiver from Relative Policy 5/Architectural Compatibility to allow for the modular construction of the building(s) and use of non-natural materials. • Grant waivers from Absolute Policy 22/Landscaping subsection B.8. requiring 6% of the interior area of a parking lot to be landscaped and Section 9-3-9J. of the 	<p>Waivers from:</p> <ul style="list-style-type: none"> • The Engineering Process and Regulations • Chapter 5 of the Engineering Design Standards and Construction Specifications • Off-Street Parking Regulations • Associated Absolute Policies 16/Internal, 17/External Circulation, 18/Parking, and 26/Infrastructure for the multiple accesses, turning radius, and spacing needed to provide for the residential use, vehicle parking, and contemplated shuttle services. 	<ul style="list-style-type: none"> • Construct deed restricted workforce housing consisting of eight, six-bedroom, six-bathroom dorm units with applicant provided land and construction services that utilizes 7.8 SFEs of developer owned density and up to 13.0 SFEs of Town provided density. 	<ul style="list-style-type: none"> • Requirement to amend the Gondola Lot Master Plan to reflect the proposed uses and allocate Town-provided 13.9 SFEs and Applicant-provided 7.8 SFEs of density to the parcel for the purpose of constructing deed restricted housing. 	<ul style="list-style-type: none"> • Lease bedrooms at 85% of 60% AMI studio unit rental rates per bedroom as specified in the Summit County Housing Authority 2023 Summit County Area Median Income (AMI) Table as baseline. Annually escalate rent at 2% initially and increase to 3% in perpetuity after certificate of occupancy), and Development Code deed restrictions. • Provide a shuttle system to the Gondola/Transit Center when the parking lot is open to public. • To the extent practicable, any owner/master leaser of the provided employee housing on Parcel 2 will be obligated to offer any seasonal vacancy to local community non-profit organizations for use. • Applicant shall install Park Avenue/French Street pedestrian improvements, such as at-grade crosswalk striping, push buttons,

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	<p>Off-Street Parking Standards requiring landscaping equal to 25 feet per parking stall.</p> <ul style="list-style-type: none"> Grant a waiver from Relative Policy 13/Snow Storage. Waivers from Absolute Policy 46/Exterior Lighting and Title 9, Chapter 12 Exterior Lighting Regulations of the Town Code as over-lighting the site is discouraged. Waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments to install pedestrian barriers in or adjacent to Park Avenue. 				<p>signage, pedestrian refuge islands, or barriers in Park Avenue to the extent permitted by the Town, CDOT, and any other applicable regulatory entity.</p> <ul style="list-style-type: none"> Acknowledge and agree that the 400 winter recreational parking spaces on Parcel 2 (or other proposed and approved amount) will count towards the overall 1,560 total parking space requirement of section 1.G of the Parking Agreement.
Parcel 3 (South Gold Rush)	<ul style="list-style-type: none"> Exempt revegetation and trees lost on Park Avenue due to roundabout and sidewalk construction from accruing negative points under Policy 7R. Allow 0.1-acre permanent wetland impact, temporary encroachment into the 25-foot ESA setback for site grading and water quality swales, and the proposed 2:1 credit purchase from the Colorado Western Slope In-Lieu Fee Program's Blue-Eagle Service Area for the wetland mitigation prescribed in the draft Wetland Technical Report from Alpine Ecological Resources, LLC dated October 26, 2023 for the Gold Rush Lots redevelopment. Waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments to install pedestrian barriers in or adjacent to Park Avenue. 	<p>Grant a waiver from:</p> <p>the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications Off-Street Parking Regulations Corresponding Absolute Town Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure, for multiple accesses on Woods Drive, driveway spacing, and driveway cross-slope.</p>	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> Requirement to amend the Gondola Lot Master Plan to reflect the proposed duplex uses and allocate up to 30 SFEs of applicant-provided SFES of density to the parcel for the purpose of constructing market rate units. Subdivide into duplex lots or footprint lots in accordance with the Town's Subdivision Standards. 	<ul style="list-style-type: none"> Up to 16 duplex units planned.
Parcel 4 (Peak 8 Admin Site)	<ul style="list-style-type: none"> Waiver from Absolute and Relative Policy 3/Density for the underground parking area square footage. Negative Points shall not be awarded under Relative Policy 7/Site and Environmental Design – Retaining 	<p>Waiver from:</p> <ul style="list-style-type: none"> Engineering Process and Regulations Chapter 5 of the Engineering Design Standards and Construction Specifications (sections 5.10.3.1 and 5.10.3.2) 	<ul style="list-style-type: none"> Establish with the Town an environmental fund to protect Cucumber Gulch funded by a fee of \$2/rental room per night in perpetuity. Prior to CO of Parcel 4, contribute \$125,000 to the Town for constructed 	<ul style="list-style-type: none"> Transfer up to 74.2 SFES to the Peak 7 & 8 Master Plan from the Gondola Lot Master Plan for Parcel 4 in addition to the 58 SFES, including up to 2 SFES to be used as commercial SFES, to be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master 	<ul style="list-style-type: none"> Specify in Master Plan that up to 220 SFES of density may be developed. Acknowledge property qualifies as a resort property related to Short Term Rental regulations.

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	<p>Walls, in recognition that the site has been previously disturbed and that retaining walls will be used in an effort to retain slopes as called for by Policy 7.</p> <ul style="list-style-type: none"> • Waiver from Absolute Policy 24/Social Community subsection F.1.a to allow required onsite workforce housing to be constructed offsite on Parcel 7. • REMP mitigation will be provided via a three-step approach: (1.) solar on-site; (2.) off-site within the Town on properties controlled by Applicant; and (3.) fee in lieu based on the current REMP policy and calculator if offset energy is not provided prior to Certificate of Occupancy for Parcel 4. • Waiver from Absolute Policy 36/Temporary Structures to allow temporary structures accommodating VSRI's administration functions necessary or appropriate for the operation of the Breckenridge Ski Resort. 	<ul style="list-style-type: none"> • Off-Street Parking Regulations • Corresponding Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, 26/Infrastructure for two (2) accesses onto Parcel 4 – for deliveries/loading and for public/guests loading area/circulation backing up onto Ski Hill Road. 	<p>improvements or other management or conservation expenses in Cucumber Gulch.</p> <ul style="list-style-type: none"> • Upon the issuance of the final certificate(s) of occupancy for all buildings on Parcel 4, Applicant shall be responsible for annual dredging of the stormwater detention facility located adjacent to Parcel 4. • Vehicle trips on Ski Hill Road will be reduced through the construction of the required employee housing for Parcel 4 on Parcel 7 	<p>Plan. The Town acknowledges and agrees that such 58 SFE transfer is reflected in the now-existing versions of the Gondola Lot Master Plan and the Peak 7 & 8 Master Plan, but no Density Transfer Covenant was ever entered into or recorded.</p> <ul style="list-style-type: none"> • Amend the Peak 7 & 8 Master Plan to eliminate the requirement to step down buildings at the edge to maximize the buffer distance to Parcel 4's eastern property line. 	<ul style="list-style-type: none"> • Maintain building height regulations established by the existing master plan. • In addition to the parking spaces required to be provided by the Peak 7 & 8 Master Plan at the time of site plan review, applicant shall provide up to thirty-five (35) parking spaces for VSRI on-site administration employees and six (6) oversized/ADA parking stalls for use by the BOEC will be included in a proposed parking garage. The VSRI parking spaces may not be used by the general public or for any other use but for parking for on-site VSRI employees and the BOEC parking spaces may not be used by the general public or for any other use other than parking for BOEC activities. • If during any single calendar month, within five years of the building receiving a certificate of occupancy, the number of vehicle trips exceeds an average of 1,600 trips per day, for every 100 trips in excess of 1,600, Applicant will acquire and transfer one additional shuttle van to the Breckenridge Mountain Master Association ("BMMA"). • If the Annexation of Parcel 7 (Entrada Parcel) has not been approved at or before the time the obligation to provide employee housing under Absolute Policy 24/Social Community in connection with the development of Parcel 4 is due, the Town shall allow Applicant to transfer up to 15.0 SFEs for employee housing mitigation to other properties within the Town to satisfy the employee housing mitigation requirements.
Parcel 5 (Four O'clock Run Road SFHs)	<ul style="list-style-type: none"> • Allow for the transfer of 2 SFEs Density contemplated in Section 8.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy. 	<p>Waivers:</p> <ul style="list-style-type: none"> • Allowing the private driveway's grade/slope to exceed the requirements set forth in Engineering Process and Regulations 		<ul style="list-style-type: none"> • Amend the Peak 7 & 8 Master Plan to create a new Parcel 5 Planning Area, and allow up to 2 single-family residential lots. 	<ul style="list-style-type: none"> • Acknowledge properties qualify as Resort Properties related to STR regulations. • Include a plat note on the final plat indicating that the future homes on the

Parcel Name	Substantial Code Relief (Council Relief)	Administrative Code Relief (Staff Relief)	Community Benefits	Future Requirements	Key Deal Points
	<ul style="list-style-type: none"> Grant relief from the Subdivision Standards Sections 9-2-4-5C.2. and 9-2-4-5C.7.b.4 related to lot dimensions and envelopes. 	<ul style="list-style-type: none"> from Chapter 5 of the Engineering Design Standards and Construction Specifications from Off-Street Parking Regulations from Corresponding Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking and 26/Infrastructure 		<ul style="list-style-type: none"> Construct and maintain a private driveway on Parcel 5 serving the two homesites from 4 O'clock Run Road. 	<ul style="list-style-type: none"> lots will be limited to a total of 7,500 square feet of Density per lot. Include a plat note on the final plat stating that a Plant Investment Fee ("PIF") equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence. BMMA shuttles shall serve each completed home.
Parcel 6 (Timber Trail III SFHs)	<ul style="list-style-type: none"> Allow for the transfer of 14 SFEs of Density contemplated in Section 8.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy. Grant relief from the Subdivision Standards Sections 9-2-4-5C.2. and 9-2-4-5C.7.b.4 related to lot dimensions and envelopes. 	<p>Grant waivers from:</p> <ul style="list-style-type: none"> Engineering Process and Regulations Chapter 5 of the Engineering Design Standards and Construction Specifications Off-Street Parking Regulations Corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking 26/Infrastructure that requires the Engineering Regulations to be met for the length of the Timber Trail Drive extension (600' maximum) and grade (6% maximum) the maximum grade shall be 6.5% unless a greater grade is reviewed and approved by the Town. <p>Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications, Off-Street Parking Regulations, and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering regulations to be met for private driveways' grade(s)/slope(s) and to serve more than three (3) lots as applicable during the subdivision and site plan review processes.</p>		<ul style="list-style-type: none"> Amend the Peak 7 & 8 Master Plan to create a new Parcel 6 Planning Area and allow up to 14 single-family residential lots. 	<ul style="list-style-type: none"> Confirm that Parcel 6 will remain in Zone 3 of the STR regulations. Include a plat note on the final plat indicating that the future homes on the lots will be limited to a total of 7,500 square feet of Density per lot. Include a plat note on the final plat stating that a Plant Investment Fee ("PIF") equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence. BMMA shuttles shall serve each completed home.

Parcel Name	Substantial Code Relief (Council Relief)	Administrative Code Relief (Staff Relief)	Community Benefits	Future Requirements	Key Deal Points
Parcel 7 (Entrada)				<ul style="list-style-type: none"> Proceed with annexation process and transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Parcel 7, which shall in addition to the existing 14.2 SFEs on Parcel 7 as allowed by Land Use District 5, result in a total of up to 29.2 SFEs on Parcel 7, subject to a Planning Fit Test to provide required workforce housing for parcel 4. 	<ul style="list-style-type: none"> Site specifics to be worked out during the annexation process.
Entirety of Project Sites	<ul style="list-style-type: none"> Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection L.3 that requires a master plan to be brought into compliance with the current development policies of the Town when amended. Extend the Gondola Lot Master Plan vesting five years from the date of the Gondola Lot Amendment's approval as allowed by 9-1-17-11K and grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection H.1. Authorize a Density transfer into the Peak 7 & 8 Master Plan area, from the Gondola Lot Master Plan, in excess of the existing Peak 7 & 8 Master Plan allowance and underlying Guidelines without the assignment of negative points under any Relative Policy, the failure of an Absolute Policy, or need to modify the underlying Guidelines. This also includes a waiver from Absolute Policy 39/Master Plan, 9-1-19-39A. subsection I regarding Density. Extend vesting of the Peak 7 & 8 Master Plan from November 8, 2025, to November 8, 2032 as allowed by 9-1-17.11K of the Town Code. 		<ul style="list-style-type: none"> Development agreement facilitates the relocation of 74% of the available density in the Gondola Lots Master Plan away from the core of Town. Overall development is reduced in the Gondola Lots Master Plan area by approximately 138,000 sq. ft. Provide to the Town up to \$500,000 (or such lower amount as the Town may incur and submit to Applicant via itemized invoice), for the design, permitting and installation of Park Avenue and Ski Hill Road intersection improvements. Contribute \$1.3 million to the completion of the Sol Center. 	<ul style="list-style-type: none"> Park Avenue and French Street Roundabout is a requirement of the Gondola Lots Master Plan that is required to be amended as a next step of the development process. It is not offered as a public benefit through this development agreement in order to maintain eligibility for positive points during the master plan process. 	<ul style="list-style-type: none"> This Development Agreement will replace, supersede and terminates four other development agreements attached to the Gondola Lots Master Plan and Peak 7 & 8 Master Plan Areas (e.g. Lionheart and BGV). Recognize and carry forward the existing applicable Gondola Lot Master Plan Master Plan Point Analysis, as reflected in PL-2021-0052 for unchanged items as allowed by Development Code Section 9-1-17-3.5. Duration of Point Assignments. Acknowledge that a total of 145.8 SFEs exist in the Peak 7 & 8 Master Plan. This includes the total remaining entitled Density for the Peak 8 Base Area of the Peak 7 & 8 Master Plan of 71.6 Residential SFEs, 9.0 Commercial SFEs, and 7.2 Guest Service Facilities SFEs and the 58 SFEs, including up to 2 SFEs to be used as commercial SFEs, to be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan as currently reflected in those master plans. Per 9-1-17-3.5, Duration of Point Assignments, recognize and continue to apply the Amended Peak 7 & 8 Master Plan Point Analyses from the original Permit #2000155.