



**TOWN OF
BRECKENRIDGE**

Town Council Work Session
Tuesday, September 10, 2024, 1:00 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. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/84386186445> (Telephone: 1-719-359-4580; Webinar ID: 843 8618 6445).

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. CAPITAL IMPROVEMENT PLAN/ 5-YEAR PROJECTION DISCUSSION (1:00-4:00pm)

Capital Improvement Plan/ Five-Year Projection Discussion

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

Planning Commission Decisions

III. LEGISLATIVE REVIEW (4:05-4:25pm)

Copper Baron Development Agreement (Second Reading)

Water Payment Delinquency Fee (First Reading)

Natural Medicine Business Land Use Regulations (First Reading)

IV. MANAGERS REPORT (4:25-5:00pm)

Public Projects Update

Mobility Update

Sustainability Update

Housing Update

Open Space Update

Committee Reports

Breckenridge Events Committee

HR Update

V. OTHER (5:00-5:20pm)

Fiber9600 Strategic Plan Update

VI. EXECUTIVE SESSION - NEGOTIATIONS AND LEGAL ADVICE (5:20-6:00pm)

Memo



TOWN OF
BRECKENRIDGE

To: Breckenridge Town Council Members
From: Town Staff
Date: 9/5/2024
Subject: Capital Improvement Plan

The Five-Year Capital Improvement Plan (CIP) is presented herein for consideration and discussion at the work session. Funding for 2025 projects and funding for the three following years (2026-2028) are restricted per Council policy and the CIP is approved prior to the budget review on October 8th. Water Department capital projects are included in the Five-Year CIP Summary to provide the Council with a broader understanding of our overall capital expenditures, but funding for these projects is approved through Utility Fund budgets not as part of the CIP. The Breck History proposed capital plan, presented to the Council on August 27th, is also attached to this memo for reference.

To support the decision making of the CIP by Town Council, Finance recommends that Town Council considers the 5-year operating plan which includes the following (attached):

- 1) Assumptions
- 2) Cash Flow
- 3) CIP (Recreation, Open Space, Public Works, Sustainability, Parking & Transportation)
- 4) Additional Capital (Childcare, Utility, Breck History, Workforce Housing)
- 5) Debt Schedule

Finance Staff will be present at the work session to lead a discussion of the operating plan and budget goals of the Council prior to review of the CIP projects.

Projects marked with an asterisk and highlighted in the draft Five Year CIP table are time-sensitive infrastructure projects that Staff recommend completing as currently scheduled in the proposed CIP. These projects have been prioritized based on the significant need for the infrastructure to be repaired promptly, the forecasted availability of contractors, and the internal staffing resources to manage the projects. The schedule for the Broken Lance Drive culvert and roadway reconstruction (detailed below), was previously delayed in pursuit of grants and as is now considered the most urgent and staff-time intensive project in the CIP.

New projects proposed in this year’s CIP include the Professional Building Embankment Repair, Fairview Roundabout Pedestrian Beacons, the Montessori School Rehabilitation, and replacement of the Ice Rink rooftop solar array.

Details are provided below for a limited number of proposed projects to provide the Council additional background and detail. All projects have a page in the CIP document that provides a brief project description and budget. Staff will be present at the meeting to answer questions on all projects proposed in the Five-Year Capital Improvement Plan.

Budgets for CIP projects are approved on an annual basis; however, many projects take multiple years to complete or may not begin in the same year the budget is approved. These “rollover” projects and associated budgets are presented in the attached summary table titled “Five-Year Capital Improvement Plan Summary 2025-2029”.

Blue River Pathways Project: Four small projects are proposed in 2025 as part of the Blue River Pathways Project including completion of the master plan, design of the east/west pedestrian connection, design and installation of bicycle route signage along the recreation path, and the implementation of the Living Lab Bike Plaza. Staff is requesting feedback from the Council on the level on projects proposed for 2025 as well as the budget and project size for the Five-Year CIP. Once the Council establishes an annual budget allocation for this

overall project, Staff will bring a recommendation of discrete projects and implementation schedule for Council review.

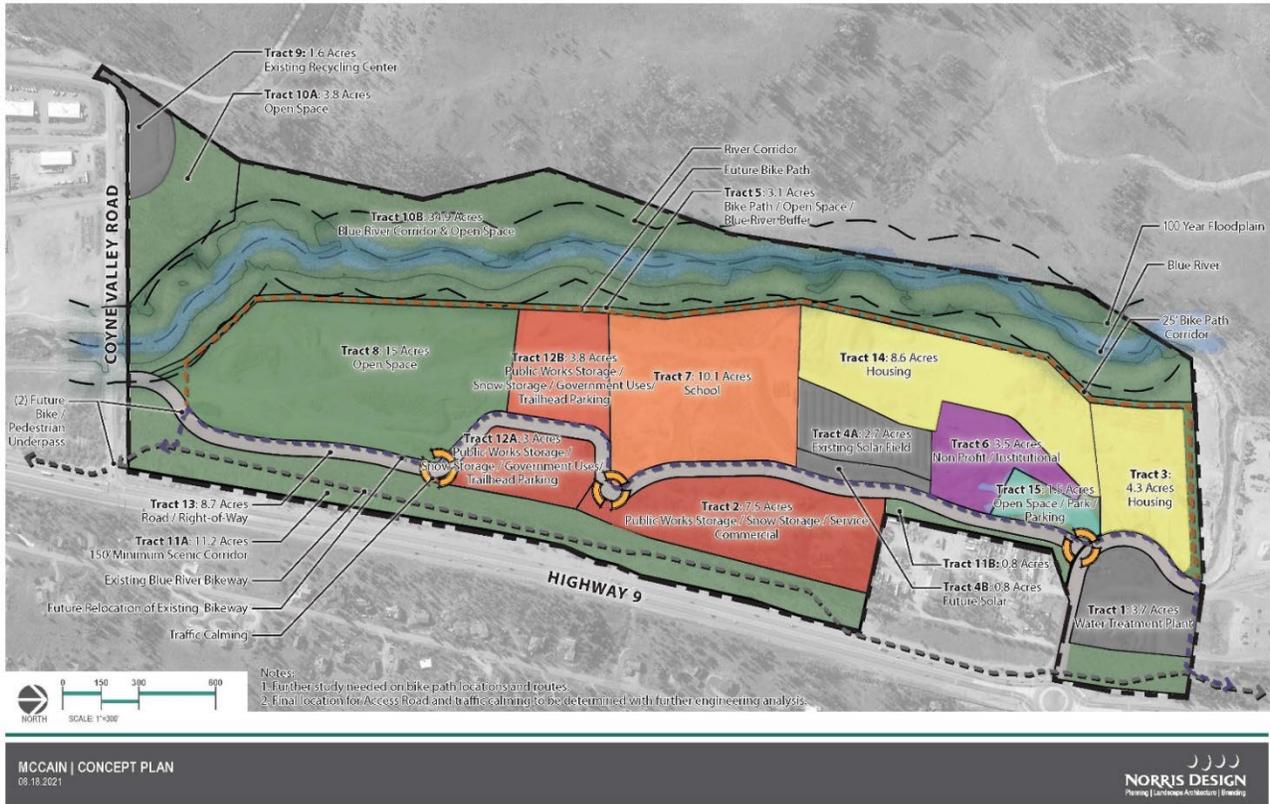
Broken Lance Culvert Bridge and Roadway Repair: This project is a large infrastructure project to repair Broken Lance Drive and aging downstream culverts that pass the Blue River. Broken Lance Drive, between Victory Lane and White Cloud Drive, has severely degraded due to surface and subsurface drainage flows that are not adequately contained in the current drainage infrastructure. This project reestablishes roadside ditches, storm drains, and adds interception drains for subsurface flows. The downstream culverts that pass the Blue River under the northwest portion of Broken Lance Drive will also be replaced with a single span culvert bridge. The waterline be replaced in this section of roadway and budgeted separately through the Water Fund. The start of this project was previously delayed in a pursuit of MPDG Rural Surface Transportation Grant Program funding which was not awarded.



Existing 66" RCP Culverts that will be replaced as part of the project.

McCain Property Projects: The proposed CIP includes three projects on the McCain parcel including Open Space planning and implementation, a regional park, and reserved funding for future infrastructure.

The current McCain master plan contemplates a 15-acre open space parcel on Tract 8. The planning for this parcel will be managed by the Open Space and Trails Division and will include robust public outreach, BOSAC review, and Council input. Tract 15 (1.5 acres) of the master plan is reserved for a regional park. This location overlaps with the pond that was filled as part of the floodplain work associated with the housing developments, providing the project working name of "Pond Park". This park would be accessible from the rec path, Vista Verde housing, and FIRC's new Sol Center. This park could also connect, via pathways, to the river touch points that are under conceptual planning by the AV housing team. The proposed construction budget of \$1,000,000 in the CIP is assumed to be a 50% grant match for the park and Staff recommends the timing of future construction be contingent on a grant award. The CIP also proposes reserving funds for future infrastructure needs on McCain such as relocating the rec path, additional landscaping, lighting, or water quality improvements as the parcel is developed.



Skate Park Expansion: The Skate Park Expansion project looks to add additional square footage to the existing skate park to support our youth programming and concurrent public access to the park. Currently, the skate park is closed to outside users when camps are scheduled at the skate park to maintain a safe learning environment. Team Pain, the design-build contractor of the current skate park, has provided three alternatives for the skate park expansion shown below. Staff will be present at the work session to discuss the alternatives and receive Council direction on 1) inclusion of the project in the 2025 CIP and 2) the scope and size of the proposed project.

Option 1: 5,000 square foot north street section expansion.
 Estimated construction cost:
 \$520,000



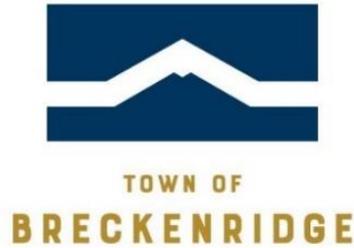
Option 2: 5,000 square foot east learning section expansion.
Estimated construction cost: \$530,000.



Option 3: Combines Options 1 and 2. North street section and east expanded learning section combo for approximately 12,000 square feet of new park.
Estimated construction cost: \$1,100,000.



Water Fund Capital Projects: The Water Fund projects are presented in the CIP to provide an understanding of overall capital expenditures. All Water projects are considered time sensitive infrastructure projects. Staff will be present at the work session to answer questions about these projects.



BUDGET 2026-2029 ASSUMPTIONS

- Revenue:
 - Sales and Accommodation Tax grows 1% annually
 - RETT remains at \$6M annually
 - Property tax remains flat based on 2025 budget
 - Accommodation Regulatory Fee reduces 1.5% each year due to loss of licenses
 - E-Delivery income is 50% of contracted expense
 - Reduced Investment Income based upon anticipated reduction in interest rates
 - Parking income grows 3% annually
 - Lift ticket tax grows approximately 3% annually based on CPI
 - Golf – increased green fees 5% in 2026 and 2028
 - Marijuana tax reduces 8% annually
 - No new grants or revenue sources included

- Personnel:
 - 4.5% merit average increase
 - No new FTE's

- Expense:
 - General Fund grows from \$35.1 (2024) to \$41.4M (2029)
 - Operating expenses assumes 5% inflation increase for each year
 - Increased Healthcare benefits 2% annually
 - Capital purchases (Capital, Utility, Golf, Garage, Facilities, Breck History) based on proformas
 - Housing 5-year plan based upon proforma
 - Childcare allocation from Excise Fund eliminated
 - Breck Creative Arts grows 4% annually
 - Change in allocation logic for garage and facilities

- Restrictions:
 - 2 years of debt payments
 - 3 years of Capital Improvement Plan, estimated \$50M each year
 - 4 months of General Fund operating expenses
 - Fixed Assets, Notes Payable, Housing Loans
 - Childcare expansion through 2029

**TOWN OF BRECKENRIDGE
2024-2029 CASH FLOW**

	2024 Projection	2025 Budget	2026	2027	2028	2029
REVENUE (NET TRANSFERS)		137,314,634	136,403,240	134,711,742	135,898,495	137,520,621
CAPITAL EXPENSE (NET TRANSFERS)		(52,498,604)	(38,813,667)	(36,530,232)	(31,976,000)	(42,702,000)
OPERATING EXPENSE (NET TRANSFERS)		(101,348,930)	(94,351,908)	(103,886,222)	(114,436,455)	(110,770,263)
NET		(16,532,900)	3,237,665	(5,704,712)	(10,513,960)	(15,951,643)
CASH OUT						
EDAP (5 LOANS PER YEAR)		500,000	500,000	500,000	500,000	500,000
DEBT PRINCIPAL (WATER TREATMENT, GPTD #002)		2,791,105	2,840,971	2,885,016	2,930,060	2,952,170
CAPITAL LEASES (GOLF CARTS GPS #005)		54,237	55,000	55,000	55,000	55,000
CAPITAL LEASES (2019 2 BUSES)		42,250	44,411	46,684	49,072	51,583
CAPITAL LEASES (2023 3 BUSES)		63,375	66,617	70,026	73,608	77,374
LOGE LOAN			4,000,000			
		(3,450,967)	(7,507,000)	(3,556,725)	(3,607,740)	(3,636,127)
CASH IN						
NORDIC LOAN		36,000	36,000	36,000	36,000	36,000
EDAP LOAN		30,000	55,000	80,000	105,000	130,000
		66,000	91,000	116,000	141,000	166,000
CASH		(12,703,512)	(19,917,867)	(4,178,334)	(13,980,700)	(19,421,770)
CUMULATIVE		(32,621,379)	(36,799,713)	(45,945,150)	(59,925,850)	(79,347,620)
BEGINNING CASH BALANCE						
		168,000,000				
YEAR END CASH BALANCE						
		148,082,133	143,903,799	134,758,362	120,777,662	101,355,892
POLICY RESTRICTIONS						
2 YR DEBT SERVICE -S. GONDOLA		4,636,100	4,635,600	4,634,850	4,633,600	4,636,600
2 YR DEBT SERVICE -HURON, ULLR, LARKSPUR		5,408,100	5,407,850	5,411,400	5,408,250	5,402,800
2 YR DEBT SERVICE -POLICE STATION, CHILDCARE		484,000	241,500			
2 YR DEBT SERVICE -FIBER		935,611	940,424	939,777	938,786	937,448
2 YR DEBT SERVICE -WATER TREATMENT, GPTD		7,631,762	7,631,225	7,633,026	7,633,130	7,632,390
3 YR CAPITAL IMPROVEMENT PLAN (EXCISE FUND)		42,532,667	49,765,000	49,765,000	49,765,000	49,765,000
CHILD CARE EXPANSION		3,550,000	2,300,000	2,300,000	2,300,000	2,300,000
4 MONTHS GENERAL FUND OPERATIONAL EXPENSE		12,503,501	13,115,027	13,780,640	14,421,678	15,091,170
		77,681,741	84,036,627	84,464,694	85,100,443	85,765,408
SURPLUS/DEFICIT		70,400,392	59,867,172	50,293,668	35,677,219	15,590,484
CHANDLER ASSET MANAGEMENT						
	81,000,428	81,000,428	81,000,428	81,000,428	81,000,428	81,000,428
COLOTRUST						
	39,187,986	39,187,986	39,187,986	39,187,986	29,187,986	9,187,986
1ST BANK OPERATING						
	47,811,586	27,893,719	23,715,385	14,569,948	10,589,248	11,167,478
	168,000,000	148,082,133	143,903,799	134,758,362	120,777,662	101,355,892
KPI: CASH TO OPEX = \$135M (BALANCED BUDGET)						
		135,000,000	135,000,000	135,000,000	135,000,000	135,000,000
SURPLUS/DEFECIT		13,082,133	8,903,799	(241,638)	(14,222,338)	(33,644,108)
		110%	107%	100%	89%	75%

Five Year Capital Improvement Plan Summary 2025 to 2029-DRAFT
Capital Fund Projects

Recreation Projects (Expensed to Capital Fund)

	2024 Rollover	2025	2026	2027	2028	2029	Future Years	TOTAL
Rec Center Ballfield Pavilion (design/planning)	300,000							0
Rec Center Ballfield Pavilion		1,000,000	2,000,000					3,000,000
Skate Park Expansion		1,500,000						1,500,000
Total	300,000	2,500,000	2,000,000	0	0	0	0	4,500,000

Open Space Projects (Expensed to Capital Fund)

	2024 Rollover	2025	2026	2027	2028	2029	Future Years	TOTAL
Blue River Flow Analysis	250,000							0
Blue River Restoration North	40,426							0
Blue River Monitoring & Maintenance		32,667	32,667					65,334
McCain Open Space planning		100,000	550,000					650,000
Total	290,426	132,667	582,667	0	0	0	0	715,334

Public Works Projects (Expensed to Capital Fund)

	2024 Rollover	2025	2026	2027	2028	2029	Future Years	TOTAL
ADA Compliance in ROW (Right of Way)								0
Airport Road Improvements	621,889		3,750,000	3,750,000				7,500,000
Blue River Embankment Repair-Professional Building		25,000	750,000					775,000
Broken Lance Bridge & Culvert Design	224,082							0
Broken Lance Bridge Repair	67,391							0
Broken Lance Drainage	642,774							0
Broken Lance Downstream Culvert Bridge & Roadway Rebuild		6,650,000						6,650,000
Carter Park Dog Park	200,000	450,000						450,000
Carter Park Drainage		300,000						300,000
Coyne Valley Rd Culvert & Bike Underpass	100,000							0
Drainage Masterplan Update	500,000							0
Fairview Roundabout Pedestrian Beacons (50% funding with County)		625,000						625,000
Fiber Infrastructure	25,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000		10,000,000
Infrastructure Improvements-Culverts & Bridges			350,000	350,000	350,000	350,000		1,400,000
McCain Implementation	437,002							0
McCain Infrastructure			2,000,000	2,000,000				4,000,000
McCain Regional Park ("Pond Park")			200,000		1,000,000			1,200,000
Previous Spending Authority	209,773							0
Riverwalk Center Renovations						10,000,000		10,000,000
Roadway Resurfacing		3,000,000	2,500,000	2,500,000	2,500,000	2,500,000		13,000,000
Sand Storage Structure	250,000							0
Upper Flume	75,000							0
Utility Underground	750,000							0
Total	4,102,912	13,050,000	11,550,000	10,600,000	5,850,000	14,850,000	0	55,900,000

Sustainability Projects (Expensed to Capital Fund)

	2024 Rollover	2025	2026	2027	2028	2029	Future Years	TOTAL
EV Charger Implementation	100,000	100,000	100,000	100,000	100,000	100,000		500,000
Ice Rink Solar		300,000						300,000
E-Delivery Permanent Structure					5,000,000			5,000,000
Materials Management Centers (\$250K design, \$250K remaining)	500,000							0
Total	600,000	400,000	100,000	100,000	5,100,000	100,000	0	5,800,000

Parking and Transportation Projects (Expensed to Capital Fund)

	2024 Rollover	2025	2026	2027	2028	2029	Future Years	TOTAL
Blue River Pathways Project			3,000,000	1,000,000				4,000,000
Riverwalk improvements	132,143							0
Riverwalk Underpass & Bridges	675,000							0
Living Lab Plaza	150,000	100,000						100,000
Master Plan-Final Draft		35,000						35,000
Sawmill Pedestrian Connection		15,000	250,000					265,000
Rec Path Signage		150,000						150,000
F-Lot Drainage and Parking Lot Improvements			150,000			500,000		650,000
Pedestrian Lighting-Dark Sky Conversions	50,000	500,000	500,000	500,000	500,000	500,000		2,500,000
PW Admin Addition						2,500,000		2,500,000
S.Park Ave & Main Street Roundabout						250,000		250,000
Sidewalk Master Plan Implementation		250,000	250,000	250,000	250,000	250,000		1,250,000
Sidewalk Master Plan Entrada	250,000							0
Transit Center						5,000,000		5,000,000
Village Roundabout						500,000		500,000
Wayfinding Phase 2						1,000,000		1,000,000

Total	1,257,143	1,050,000	4,150,000	1,750,000	750,000	10,500,000	18,200,000
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Child Care Projects (Expensed to Childcare Fund)

	2024 Rollover	2025	2026	2027	2028	2029	Future Years	TOTAL
Timberline Child Care Center expansion		200,000						200,000
Montessori School Repairs		1,250,000	1,250,000					2,500,000
Total		1,450,000	1,250,000	0	0	0	0	2,700,000

Utility Projects (Expensed to Utility Fund)

	2024 Rollover	2025	2026	2027	2028	2029	Future Years	TOTAL
Bulk Water Dispensing Station-PW Admin					71,000			71,000
Complete Water Meter Installation		5,884,000						5,884,000
Gary Roberts Water Treatment Plant 1 replacement-271 Lakeshore Loop				10,000,000				10,000,000
Gary Roberts Water Treatment Plant 2 replacement-271 Lakeshore Loop					10,000,000			10,000,000
Gary Roberts Water Treatment Plant 3 replacement-271 Lakeshore Loop						5,200,000		5,200,000
Gary Roberts Zeta Meter & Auto Control		154,500						154,500
RD8000 with TX10 locator accessories-PW Admin			22,000					22,000
Reservoir-Clinton Spillway Enlargement		61,800						61,800
Reservoir-Lower Upper Blue Lakes					2,343,000			2,343,000
Reservoir-Sawmill Conduit		200,000						200,000
Total Organic Carbon Analyzer-Gary Roberts WTP			39,000					39,000
Water Main-Adams/High					230,000			230,000
Water Main-Goose Pasture					725,000			725,000
Water Main-Peak 7 main upgrade-American Way			743,000					743,000
Water Main-Shekel Lane, north end						2,100,000		2,100,000
Water Main-Warriors Mark Broken Lance Dr to Victory Lane		2,060,000						2,060,000
Water Main-Warriors Mark Broken Lance Dr to White Cloud		1,856,000						1,856,000
Total		10,216,300	804,000	10,000,000	13,369,000	7,300,000	0	41,689,300

Breck History Projects (Expensed to Special Projects Fund)

	2024 Rollover	2025	2026	2027	2028	2029	Future Years	TOTAL
refer to Breck History's CIP		620,000	1,050,000	1,760,000	1,830,000	875,000		6,135,000
Total		620,000	1,050,000	1,760,000	1,830,000	875,000	0	6,135,000

Housing Projects (Expensed to Workforce Housing Fund)

	2024 Rollover	2025	2026	2027	2028	2029	Future Years	TOTAL
Housing Helps		2,577,000	2,577,000	2,577,000	2,577,000	2,577,000		12,885,000
Buy Down		2,500,000	2,500,000	2,500,000	2,500,000	2,500,000		12,500,000
Berlin Placer								0
Loge remodel		125,000	4,000,000					4,125,000
Public Works						4,000,000		4,000,000
Runway		8,650,000	8,250,000	7,243,232				24,143,232
Stables		2,677,156						2,677,156
Total		16,529,156	17,327,000	12,320,232	5,077,000	9,077,000	0	60,330,388

Grand Total	6,550,481	45,948,123	38,813,667	36,530,232	31,976,000	42,702,000	0	195,970,022
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DEBT SCHEDULE BY YEAR

Primary Source / Fund	Year	Principal	Interest	Total
Utility Fund				
Purpose: 2nd Water Treatment Plant 002-0000-10402				
Loan: 2018 Colorado Water Resources and Power Development Authority (CWRPDA)				
	2024	2,410,399	816,783	3,227,182
	2025	2,454,376	774,033	3,228,409
	2026	2,497,507	733,033	3,230,540
	2027	2,534,683	694,033	3,228,716
	2028-2032	13,015,185	3,133,063	16,148,248
	2033-2037	14,194,559	1,956,706	16,151,265
	2038-2039	6,232,554	225,447	6,458,001
	Total	43,339,263	8,333,097	51,672,360
Purpose: Goose Pasture Tarn Dam 002-0000-10402				
Loan: 2022 Colorado Water Conservation Board (CWCB)				
	2024	330,127	256,127	586,253
	2025	336,729	249,524	586,253
	2026	343,464	242,790	586,253
	2027	350,333	235,921	586,253
	2028-2032	1,859,610	1,071,658	2,931,267
	2033-2037	2,053,159	878,108	2,931,267
	2038-2042	2,266,854	664,414	2,931,267
	2043-2047	2,502,790	428,478	2,931,267
	2048-2052	2,763,282	167,985	2,931,267
	Total	12,806,347	4,195,004	17,001,351
Utility Total		\$ 56,145,610	\$ 12,528,101	\$ 68,673,711
Capital Fund				
Purpose: Fiber Infrastructure 003-0000-10402				
COP: Series 2020a - UMB Chandler (153544.1 -> 153544.6)				
	2024	320,000	150,825	470,825
	2025	325,000	146,543	471,543
	2026	325,000	141,545	466,545
	2027	335,000	134,066	469,066
	2028-2032	1,795,000	550,183	2,345,183
	2033-2037	2,030,000	316,668	2,346,668
	2038-2040	895,000	41,864	936,864
	Total	6,025,000	1,481,693	7,506,693
Capital Total		\$ 6,025,000	\$ 1,481,693	\$ 7,506,693
Excise Fund				
Purpose: Refunding of 2007 COP for Childcare facility				
COP: Series 2020b - UMB Chandler				
	2024	205,000	35,975	240,975
	2025	215,000	25,725	240,725
	2026	220,000	22,500	242,500
	2027	230,000	11,500	241,500
	Total	870,000	95,700	965,700
Purpose: 2006 COP retirement - Police Station				
COP: 2016 - UMB Chandler 144256.1				
		GL# 095-0000-23040	GL# 006-3111-56635	
	2024	250,000	13,950	263,950
	2025	255,000	5,100	260,100
	Total	505,000	19,050	524,050
Excise Total		\$ 1,375,000	\$ 114,750	\$ 1,489,750
Affordable Housing Fund				
Purpose: Huron Landing Housing Project				
COP: 2016 - UMB Chandler 144256.1				
	2024	355,000	229,100	584,100
	2025	365,000	218,450	583,450
	2026	380,000	203,850	583,850
	2027	395,000	188,650	583,650
	2028-2032	2,210,000	698,500	2,908,500
	2033-2035	1,590,000	161,500	1,751,500
	Total	5,295,000	1,700,050	6,995,050

Purpose: Block 11 Apartment project 003-0000-10403				
COP: 2021 - UMB Chandler				
	2024	315,000	382,550	697,550
	2025	330,000	366,800	696,800
	2026	350,000	350,300	700,300
	2027	365,000	332,800	697,800
	2028-2032	2,125,000	1,370,250	3,495,250
	2033-2037	2,640,000	817,100	3,457,100
	2038-2041	2,445,000	249,200	2,694,200
	Total	8,570,000	3,869,000	12,439,000
Purpose: Justice Center 003-0000-10403				
COP: 2022				
	2024	565,000	859,500	1,424,500
	2025	590,000	831,250	1,421,250
	2026	620,000	801,750	1,421,750
	2027	650,000	770,750	1,420,750
	2028-2032	3,780,000	3,331,250	7,111,250
	2033-2037	4,825,000	2,287,000	7,112,000
	2038-2042	6,160,000	954,000	7,114,000
	Total	17,190,000	9,835,500	27,025,500
Affordable Housing Total		\$ 31,055,000	\$ 15,404,550	\$ 46,459,550

Parking & Transportation Fund				
Purpose: Gondola Parking Structure 017-0000-10402				
COP: Series 2020b UMB Chandler				
	2024	965,000	1,352,275	2,317,275
	2025	1,015,000	1,304,025	2,319,025
	2026	1,030,000	1,288,800	2,318,800
	2027	1,080,000	1,237,300	2,317,300
	2028-2032	6,270,000	5,320,250	11,590,250
	2033-2037	7,840,000	3,746,800	11,586,800
	2038-2042	9,535,000	2,048,200	11,583,200
	2043-2044	4,370,000	264,000	4,634,000
	Total	32,105,000	16,561,650	48,666,650
Parking & Transportation Total		\$ 32,105,000	\$ 16,561,650	\$ 48,666,650

GRAND TOTAL **\$ 126,705,610** **\$ 46,090,745** **\$ 172,796,354**



August 20, 2024

To: Town Council

From: Larissa O'Neil

Re: 2025 Project Discussion

Breckenridge History (BH) recently considered 12 potential capital projects for 2025; the board of directors narrowed the list to the six described below. Five of the proposed projects are on Town and/or County open space; one project is within town limits. BOSAC expressed general support for the projects on open space at their August 19 meeting (OSAC will provide input in early September). BH's total capital request for 2025 is \$620,000, which includes the projects outlined below along with annual line items for stabilization planning, interpretive signs and museum acquisitions.

The Breckenridge Welcome Center Museum, for which we are currently working on a redesign, is not included in our 2025 CIP request. While we feel this project is crucial to sharing a more complete and inclusive history of Breckenridge, engaging with stakeholder groups and developing the final design will take more time. The project also requires significant funding (on the order of \$2 million for structural and electrical updates as well as exhibit fabrication and installation).

BH staff and board will be available at the August 27 meeting to share project concepts and answer questions.

Blue River Trestle Bents – Three trestle bents in the Blue River near Maggie Pond are the only remaining features from the High Line track that went through Breckenridge and ceased operation in 1937. (The High Line Railroad Park includes original rolling stock, but no structural elements from the railroad era.) One of the trestle bents collapsed a couple years ago. The proposed project will stabilize the two upright bents, restore the collapsed bent to a standing position, and stabilize the three bents by preserving the posts and installing historically authentic cross bracing. Interpretive signs will help illustrate the historical importance of the trestle bents and Breckenridge's railroad history. Budget \$90,000

Reiling Dredge – BH stabilized the Reiling Dredge in 2018/19 and it has since been designated a "Save" on the Colorado Endangered Places list. The proposed project calls for stabilization of the punt or dinghy that would have been used to shuttle workers and materials from the shore of the dredge pond to the boat. The scope of work includes cleaning debris out of the punt and lifting it onto a level timber frame; some stabilization of the bottom may be needed. A social path from the existing all-persons trail leads to the punt. We would like to formalize that trail, interpret the punt with a sign, and develop a couple additional signs for the dredge itself (currently one interpretive sign at the site). Budget: \$15,000

Reliance Dredge – BH braced the remaining Reliance Dredge superstructure in 2012. Trees and other vegetation have since grown around the upright features. This maintenance project calls for thinning some vegetation, better defining the flat social path that goes through the dredge remains (pending a possible wetland delineation), and limited stabilization of remaining upright features. The site is easy to access from Wellington Road on bike, foot or by bus. There is no on-site parking. Budget: \$20,000

Preston Townsite - Stabilize up to three cabins in the Preston townsite. One cabin is at risk of collapse and is currently being held together with a strap. Preston served as a commercial and residential hub in Gold Run Gulch for several decades. One interpretive sign on site could be expanded to highlight the preserved structures, the community's social history, and archaeological remains in the townsite. Budget: \$60,000

Laurium Mine Boardinghouse – The roof and side wall of the boardinghouse have collapsed, but some framing remains. In 2025, shore up the structure's standing walls with bracing to prevent complete collapse. Further work would be needed to preserve the boardinghouse for the long term. BH can consider additional stabilization measures after completion of a broader Laurium open space site plan. Budget: \$40,000

Minnie Mine Machine Shop – The proposed project will stabilize the remaining upright features of the Minnie Mine Machine Shop and reconstruct the building frame on its original footprint using collapsed historical gables and siding on site, as well as new material. While the Minnie building is no longer standing, a significant amount of historic fabric on the ground can be panelized and incorporated into the new structure. Equipment foundations currently buried under collapsed framing will be exposed and historical photos of the machine shop used to interpret the site. BH feels this project is in alignment with its mission and scope of preservation activities in the greater Breckenridge area. Budget: \$360,000

[Google Earth link with project locations](#)

Breckenridge History
DRAFT Five Year CIP Plan, 2025-2029

Project	Description	2024	2025	2026	2027	2028	2029	Other projects 2030 +
Interpretive Signs	Interpretive installed in French Gulch, on other town/county trails as well as in-town locations. Annual \$5k to go toward sign replacement and new interpretive signs. Kingdom sign needs a home; more than 30 potential new interpretive sign sites identified in historic resources mgmt plan.	5,000	5,000	5,000	5,000	5,000	5,000	25,000
Valley Brook Cemetery	Design, fabricate and install historic street signs for wayfinding along with interpretive signs. Partner with public works and the town clerk's office on other cemetery enhancements.				35,000			
Milne Park + Briggie House Restoration/Adaptive Reuse	Milne/Eberlein restorations complete (fall 2023) with additional phase 2 appropriation from ToB approved in 2022 (\$596,273). Later (2027-2028) placeholder is for Briggie House planning and restoration.				115,000	1,600,000		
National Forest Sites	Sites listed in the Historic Resources Mgmt Plan that need some level of stabilization and/or interpretation, including: Day Placer, Dyersville, Wapiti, Swandyke, Rexford, Hoosier Pass Stagecoach stop. Potential Historicorp projects or grant funding.				75,000		50,000	150,000
Mine Sites Inventory	Additional mapping/documentation of area mine sites as needed/those that have not yet be recorded.				40,000			25,000
Accessibility improvements	Complete ADA improvements as recommended in Town accessibility audit.				25,000		20,000	75,000
Wellington Ore Bin	Continue to monitor and consider reinforcement of historic retaining wall and shed roof over gap between retaining wall and north wall of ore bin. New roof and stabilization work completed in 2016.						25,000	
Lincoln City stabilization	In partnership with the US Forest Service, preserve historically relevant buildings in Lincoln City. Historic Structure Assessment (HSA) completed in 2015 and Archaeological Assessment in 2017 with funding from History Colorado. 2029 funds refer to additional preservation and interpretation recommended in the HSA report. Future funding from History Colorado is a strong possibility. They will cover up to 75% of project costs.						400,000	
Augmented/Virtual Reality Experiences	First augmented reality program complete. Future virtual reality experiences and digital content may reduce the need to update static museum displays as often and can be tailored for school groups and adult online learning.						50,000	50,000
Breckenridge Sawmill Museum	To date, \$210,000 in Town funding has been dedicated to the Sawmill Museum. Long-range plans may include steam engine enhancements/animation, online exhibits and/or additional exhibit space on site.						150,000	25,000
National Monument Sites	Potential stabilization and interpretation of sites within the newly designated Camp Hale - Continental Divide National Monument. Possible funding from USFS and/or Summit County.							300,000
Railroad Park Upgrades	Long-range plan for Luethe Cabin to potentially transform former exhibit space into restrooms (closest bathroom is at the Ice Rink). Additional animation/exhibits. High Line Railroad Park to remain self-guided.							600,000
Klack Cabin	One of the oldest dwellings in Breckenridge, located on the Klack Placer. Stabilized in 2010. Future restoration and possible adaptive reuse. May need to be moved from its current site, which is difficult to access.							500,000
Red White & Blue Fire Museum	Update and develop new exhibits. Museum is owned by the RW&B Fire Dept. Possible funding partnership and/or grant opportunities. No MOU in place currently for museum management. Accessibility improvements needed.							550,000
Breckenridge Historic District	Additional building plaques, street sign topper replacement, and other ideas for historic district marketing.							20,000
		\$330,000	\$620,000	\$1,050,000	\$1,760,000	\$1,830,000	\$875,000	\$3,465,000

CAPITAL IMPROVEMENT PLAN 2025-2029

**For the Year Ending
December 31, 2025**

**Presented To:
Breckenridge Town Council**

Kelly Owens, Mayor

Jay Beckerman

Marika Page

Dick Carleton

Steve Gerard

Todd Rankin

Carol Saade

**Presented by:
Shannon Haynes, Town Manager**

DRAFT

Five Year Capital Improvement Plan Summary 2025 to 2029

* denotes projects that are time sensitive infrastructure projects

Capital Fund Projects

Recreation	2025	2026	2027	2028	2029	TOTAL
Kingdom Park Ballfield Pavilion					-	
* Phase 1- Hardscape & Restrooms	1,000,000	-	-	-	-	1,000,000
Phase 2- Additional Improvements		2,000,000				2,000,000
Skate Park Expansion	1,500,000	-	-	-	-	1,500,000
Total	2,500,000	2,000,000	-	-	-	4,500,000

Open Space

* Blue River Monitoring & Maintenance	32,667	32,667	-	-	-	65,334
McCain Open Space Planning	100,000	550,000	-	-	-	650,000
Total	132,667	582,667	-	-	-	715,334

Public Works

Airport Road Improvements	-	3,750,000	3,750,000	-	-	7,500,000
* Professional Building Embankment Repair	25,000	750,000				775,000
* Broken Lance Downstream Culvert Bridge & Roadway Rebuild	6,650,000	-	-	-	-	6,650,000
* Carter Park Improvements						
Dog Park	450,000	-	-	-	-	450,000
Drainage Improvements	300,000	-	-	-	-	300,000
* Asphalt & Concrete Repair	3,000,000	2,500,000	2,500,000	2,500,000	2,500,000	13,000,000
* Fairview Roundabout Pedestrian Beacons	625,000					625,000
McCain Infrastructure	-	2,000,000	2,000,000	-	-	4,000,000
McCain Regional Park ("Pond Park")	-	200,000	-	1,000,000	-	1,200,000
Fiber Infrastructure	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Undergrounding of Overhead Utilities	-	-	-	-	-	-
Infrastructure Improvements- Culverts& Bridges	-	350,000	350,000	350,000	350,000	1,400,000
Riverwalk Center Renovations	-	-	-	-	10,000,000	10,000,000
Total	13,050,000	11,550,000	10,600,000	5,850,000	14,850,000	55,900,000

Sustainability

EV Charger Implementation	100,000	100,000	100,000	100,000	100,000	500,000
Ice Rink Solar Replacement	300,000	-	-	-	-	300,000
E-Delivery Permanent Structure	-	-	-	5,000,000	0	5,000,000
Total	400,000	100,000	100,000	5,100,000	100,000	5,800,000
CAPITAL FUND GRAND TOTAL	\$ 16,082,667	\$ 14,232,667	\$ 10,700,000	\$ 10,950,000	\$ 14,950,000	\$ 66,915,334

Capital Funding Sources

Excise Fund Transfer	15,381,334	11,506,334	8,540,000	5,665,000	14,665,000	55,757,667
McCain Rents	130,000	130,000	130,000	130,000	130,000	650,000
Open Space Fund (50% Blue River Monitoring, 100% McCain Open Space Project)	116,334	566,334	-	-	-	682,667
Housing Fund (50% for Airport Rd. Improvements)	-	1,875,000	1,875,000	-	-	3,750,000
Sustainability Projects	400,000	100,000	100,000	5,100,000	100,000	5,800,000
Conservation Trust Transfer (Applied to Recreation Projects)	55,000	55,000	55,000	55,000	55,000	275,000
Total	\$ 16,082,667	\$ 14,232,667	\$ 10,700,000	\$ 10,950,000	\$ 14,950,000	\$ 66,915,334

Child Care Projects

TLC Remodel	200,000	-	-	-	-	200,000
* Montessori School Rehabilitation	1,250,000	1,250,000	-	-	-	2,500,000
Total	1,450,000	1,250,000	-	-	-	2,700,000

Parking and Transportation Fund Projects

Blue River Pathways Project		3,250,000	1,000,000	-	-	4,250,000
Master Plan- Final Draft	35,000					35,000
Sawmill Pedestrian Connection	15,000	250,000				265,000
Rec Path Signage	150,000					150,000
Living Lab Bike Plaza (Schoonover Site)	100,000					100,000
Wayfinding Phase 2	-	-	-	-	1,000,000	1,000,000
S.Park Ave & Main Street Roundabout	-	-	-	-	250,000	250,000
F-Lot Drainage and Parking Lot Improvements	-	150,000	-	-	500,000	650,000
Village Roundabout	-	-	-	-	500,000	500,000
Pedestrian Lighting - Dark Sky Conversions	500,000	500,000	500,000	500,000	500,000	2,500,000
Sidewalk Master Plan Implementation	250,000	250,000	250,000	250,000	250,000	1,250,000
Transit Center	-	-	-	-	5,000,000	5,000,000
PW Admin Addition	-	-	-	-	2,500,000	2,500,000
Total	\$ 1,050,000	\$ 4,400,000	\$ 1,750,000	\$ 750,000	\$ 10,500,000	\$ 18,450,000

Parking and Transportation Funding Sources

Excise Fund Transfer	1,050,000	4,400,000	1,750,000	750,000	10,500,000	18,450,000
Total	\$ 1,050,000	\$ 4,400,000	\$ 1,750,000	\$ 750,000	\$ 10,500,000	\$ 18,450,000

Water Fund Capital Projects

	2025	2026	2027	2028	2028	TOTAL
Bulk Water Dispensing Station-PW Admin				71,000		71,000
Complete Water Meter Installation	5,884,000					5,884,000
Gary Roberts Water Treatment Plant 1 replacement-271 Lakeshore Loop			10,000,000			10,000,000
Gary Roberts Water Treatment Plant 2 replacement-271 Lakeshore Loop				10,000,000		10,000,000
Gary Roberts Water Treatment Plant 3 replacement-271 Lakeshore Loop					5,200,000	5,200,000
Gary Roberts Zeta Meter & Auto Control	154,500					154,500
RD8000 with TX10 locator accessories-PW Admin		22,000				22,000
Reservoir-Clinton Spillway Enlargement	61,800					61,800
Reservoir-Sawmill Conduit	200,000			2,343,000		2,543,000
Total Organic Carbon Analyzer-Gary Roberts WTP		39,000				39,000
Water Main-Adams/High				230,000		230,000
Water Main-Goose Pasture				725,000		725,000
Water Main-Peak 7 main upgrade-American Way		743,000				743,000
Water Main-Shekel Lane, north end					2,100,000	2,100,000
Water Main-Warriors Mark Broken Lance Dr to Victory Lane	2,060,000					2,060,000
Water Main-Warriors Mark Broken Lance Dr to White Cloud	1,856,000					1,856,000
Total	10,216,300	804,000	10,000,000	13,369,000	7,300,000	41,689,300

Capital Improvement Plan Summary for 2025-DRAFT

	Capital Fund	Other Funding	Total cost
Recreation			
Kingdom Park Ballfield Pavillion			
Phase 1- Hardscape & Restrooms	945,000	55,000	1,000,000
Skate Park Expansion	1,500,000		1,500,000
Open Space			
Blue River Monitoring & Maintenance	16,334	16,334	32,667
McCain Open Space Planning		100,000	100,000
Public Works			
Professional Building Embankment Repair	25,000		25,000
Broken Lance Downstream Culvert Bridge & Roadway Rebuild	6,650,000		6,650,000
Carter Park Drainage Improvements	300,000		300,000
Carter Park Dog Park	450,000		450,000
Asphalt & Concrete Repair	3,000,000		3,000,000
Fairview Roundabout Pedestrian Beacons	625,000		625,000
Fiber Infrastructure	2,000,000		2,000,000
Sustainability			
EV Charger Implementation		100,000	100,000
Ice Rink Solar Replacement		300,000	300,000
Child Care Projects			
TLC Remodel		200,000	200,000
Montessori School Rehabilitation		1,250,000	1,250,000
TOTAL	15,511,334	2,021,334	17,532,667

Funding Sources	Capital Fund	Other Funding	Total Funds
Excise Fund Transfer	15,381,334		15,381,334
McCain Rents	130,000		130,000
Open Space Fund (50% Blue River Monitoring, 100% McCain Open Space Project)		116,334	116,334
Sustainability Projects		400,000	400,000
Conservation Trust Transfer (Applied to Recreation Projects)		55,000	55,000
Childcare Fund		1,450,000	1,450,000
TOTAL	15,511,334	2,021,334	17,532,667

	P&T Fund	Other Funding	Total Funds
Parking and Transportation			
Blue River Pathways Project			
Master Plan- Final Draft	35000		35,000
Sawmill Pedestrian Connection	15000		15,000
Rec Path Signage	150000		150,000
Living Lab Bike Plaza (Schoonover Site)	100000		100,000
			0
Pedestrian Lighting - Dark Sky Conversions	500000		500,000
Sidewalk Master Plan Implementation	250000		250,000
TOTAL	1,050,000		1,050,000

P&T Funding Sources	P&T Fund	Other Funding	Total Funds
Excise Fund Transfer	1,050,000		1,050,000
TOTAL	1,050,000		1,050,000

Project Name: Kingdom Park Ballfield Pavilion
Department: Recreation

Description:

This project is the construction of the amenity spaces between the newly resurfaced ballfields at Kingdom Park. Fully programmed amenities may include restrooms, bleachers, shade structures, and hardscape. This project is proposed to be phased over two years. Priority work includes making the area ADA accessible and ensuring functional restrooms.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	945,000	1,945,000	0	0	0	2,890,000
Conservation Trust Fund	55,000	55,000	0	0	0	110,000
Total	1,000,000	2,000,000	0	0	0	3,000,000
Project Costs	2025	2026	2027	2028	2029	Total
Phase 1- Hardscape & Restrooms	1,000,000					1,000,000
Phase 2- Additional Improvements		2,000,000				2,000,000
Total	1,000,000	2,000,000	0	0	0	3,000,000

Operational cost considerations:

Additional operational costs are not anticipated at this time.

Project Name Skate Park Expansion
Department: Recreation

Description:
 This project is to plan an expansion to the skate park at the Recreation Center.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	1,500,000	0	0	0	0	1,500,000
Total	1,500,000	0	0	0	0	1,500,000
Project Costs	2025	2026	2027	2028	2029	Total
Construction	1,500,000	0	0	0	0	1,500,000
Total	1,500,000	0	0	0	0	1,500,000

Operational cost considerations:
 There are no anticipated increases in operational costs associated with this project.

Project Name Blue River Monitoring & Maintenance
Department: Public Works

Description:

This project is the required maintenance, weed mitigation, and supplemental irrigation of the river project and adjacent Open Space parcel.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds						
Capital Fund	16,334	16,334	0	0	0	32,667
Open Space Fund	16,334	16,334	0	0	0	32,667
Total	32,667	32,667	0			65,334
Project Costs	2025	2026	2027	2028	2029	Total
Construction	32,667	32,667	0	0	0	65,334
Total	32,667	32,667	0	0	0	65,334

Operational cost considerations:

There is no additional operational expense with this project.

Project Name McCain Open Space Planning
Department: Recreation

Description:

This project is the planning and construction of improvements on the Open Space parcel of the McCain Lot.

Project Funding	2025	2026	2027	2028	2029	Total
Open Space Funds	100,000	550,000	0	0	0	650,000
Total	100,000	550,000	0	0	0	650,000
Project Costs	2025	2026	2027	2028	2029	Total
Design	100,000		0	0	0	100,000
Construction		550,000	0	0	0	550,000
Total	100,000	550,000	0	0	0	650,000

Operational cost considerations:

Operational costs will be detailed once the project scope and design are progressed.

Project Name Airport Road Improvements
Department: Public Works

Description:
 This project is to design and implement roadway and pedestrian improvements on Airport Road.

Project Funding	2025	2026	2027	2028	2029	Total
CIP Funds	0	1,875,000	1,875,000	0	0	3,750,000
Housing Funds	0	1,875,000	1,875,000	0	0	3,750,000
Total	0	3,750,000	3,750,000	0	0	7,500,000
Project Costs	2025	2026	2027	2028	2029	Total
Construction	0	3,750,000	3,750,000	0	0	7,500,000
Total	0	3,750,000	3,750,000	0	0	7,500,000

Operational cost considerations:
 A small increase for snow removal operations is anticipated with this project due to increased laneage.

Project Name Professional Building Embankment Repair
Department: Public Works

Description:
 This project is to investigate the steep embankment on the east side of the Breckenridge Professional Building and implement needed repairs.

Project Funding	2025	2026	2027	2028	2029	Total
CIP Funds	25,000	750,000	0	0	0	775,000
Total	25,000	750,000	0	0	0	775,000
Project Costs	2025	2026	2027	2028	2029	Total
Design	25,000	0	0	0	0	25,000
Construction	0	750,000	0	0	0	750,000
Total	25,000	750,000	0	0	0	775,000

Operational cost considerations:
 No additional operational expenses are anticipated for this project.

Project Name Broken Lance Downstream Culvert Bridge & Roadway Rebuild
Department: Public Works

Description:

Broken Lance Drive, between Victory Lane and White Cloud Drive, has severely degraded due to surface and subsurface drainage flows that are not adequately contained in the current drainage infrastructure. This project reestablishes roadside ditches, storm drains, and adds interception drains for subsurface flows. The downstream culverts that pass the Blue River under the northwest portion of Broken Lance Drive will also be replaced with a single span culvert bridge.

Project Funding	2025	2026	2027	2028	2029	Total
Excise Fund	6,650,000	0	0	0	0	6,650,000
Total	6,650,000	0	0	0	0	6,650,000

Project Costs	2025	2026	2027	2028	2029	Total
Construction	6,650,000	0	0	0	0	6,650,000
Total	6,650,000	0	0	0	0	6,650,000

Operational cost considerations:
 Operational costs are not expected to increase as this is an existing road.



Existing 66" RCP Culverts that will be replaced as part of the project.

Project Name Carter Park Improvements
Department: Public Works

Description:
 This project includes drainage improvements and upgrades to the Carter Park dog park.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	750,000	0	0	0	0	750,000
Total	750,000	0	0	0	0	750,000
Project Costs	2025	2026	2027	2028	2029	Total
Dog Park	450,000	0	0	0	0	450,000
Drainage Improvements	300,000	0				300,000
Total	750,000	0	0	0	0	750,000

Operational cost considerations:
 No additional operational costs are anticipated with the upgrades to the existing facilities.

Project Name Asphalt & Concrete Repair
Department: Public Works

Description:

This project funds large roadway repair projects, generally by way of a 2" mill an asphalt overlay or full-depth reconstruction when required. The Council has set a goal of having the pavement condition index rating of 70% for Town roads. 2025 project locations have not yet been determined. This project will also replace concrete that is deteriorated or damaged throughout Town.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	3,000,000	2,500,000	2,500,000	2,500,000	2,500,000	13,000,000
Total	3,000,000	2,500,000	2,500,000	2,500,000	2,500,000	13,000,000

Project Costs	2025	2026	2027	2028	2029	Total
Construction	3,000,000	2,500,000	2,500,000	2,500,000	2,500,000	13,000,000
Total	3,000,000	2,500,000	2,500,000	2,500,000	2,500,000	13,000,000

Operational cost considerations:

This project is part of an ongoing reinvestment in our streets in order to keep our roads in a condition that is acceptable to our community. While it is difficult to determine the operational costs that this project reduces, the amount of maintenance needed because of this project is reduced.

Project Name Fairview Roundabout Pedestrian Beacons
Department: Public Works

Description:

This project funds, at 50%, the installation of pedestrian activated rectangular rapid flashing beacons (RRFB) at all legs of the Fairview Roundabout.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	625,000	0	0	0	0	625,000
Total	625,000	0	0	0	0	625,000

Project Costs	2025	2026	2027	2028	2029	Total
Construction	625,000	0	0	0	0	625,000
Total	625,000	0	0	0	0	625,000

Operational cost considerations:

The annual operational cost for the new pedestrian beacons is estimated to be \$170,000 based on historical costs of existing pedestrian beacons maintenance and replacement due to damage.

Project Name McCain Infrastructure
Department: Public Works

Description:

This project is funding for future improvements on the McCain parcel. Projects contemplated are the relocation of the rec path, sidewalks, lighting, fencing, and landscape buffering. Future projects will be dictated by the continued development and future uses of the parcel.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	2,000,000	2,000,000	0	0	4,000,000
Total	0	2,000,000	2,000,000	0	0	4,000,000

Project Costs	2025	2026	2027	2028	2029	Total
Construction	0	2,000,000	2,000,000	0	0	4,000,000
Total	0	2,000,000	2,000,000	0	0	4,000,000

Operational cost considerations:

Operational costs will be detailed once the project scope and design are progressed. Additional operational expenses will be incurred for maintenance of infrastructure such as sidewalks or lighting.

Project Name McCain Regional Park ("Pond Park")
Department: Public Works

Description:

This project is the design and construction of a 1.5 acre public park on Tract 15 of the current McCain Master Plan adjacent to the VistaVerde II housing site and non-profit campus. The location of this regional park benefits rec path users, Vista Verde residents, and clients of FIRC's new Sol Center. The construction budget of \$1,000,000 is assumed to be a 50% grant match.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	200,000	0	1,000,000	0	1,200,000
Total	0	200,000	0	1,000,000	0	1,200,000

Project Costs	2025	2026	2027	2028	2029	Total
Design	0	200,000	0	0	0	200,000
Construction		0	0	1,000,000	0	1,000,000
Total	0	200,000	0	1,000,000	0	1,200,000

Operational cost considerations:

Operational costs will be detailed once the project scope and design are progressed. There will be a cost increase for maintaining the park facilities.

Project Name Riverwalk Center Renovations
Department: Community Development

Description:
 This project is the development of plans for a Riverwalk Center renovation and future construction.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	0	0	0	10,000,000	10,000,000
Total	0	0	0	0	10,000,000	10,000,000
Project Costs	2025	2026	2027	2028	2029	Total
Design	0	0	0	0	0	0
Construction					10,000,000	10,000,000
Total	0	0	0	0	10,000,000	10,000,000

Operational cost considerations:
 Operational costs will be detailed once the project scope and design are progressed.

Project Name Fiber Infrastructure
Department: Public Works

Description:

This project is the installation of infrastructure to support Town-wide access to fiber broadband service. Areas of consideration for construction in 2025 will be guided by the strategic master plan that is currently under development.

Project Funding	2025	2026	2027	2028	2029	Total
Excise Fund	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Total	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000

Project Costs	2025	2026	2027	2028	2029	Total
Design	0	0	0	0	0	0
Construction	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Total	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000

Operational cost considerations:

Operational costs will include annual maintenance and repairs.

Project Name Undergrounding of Overhead Utilities
Department: Public Works

Description:

This project is the undergrounding of overhead utilities within the Town. Xcel Energy collects a 1% excise tax charged on Breckenridge residents' electric bills to fund the undergrounding of the electric lines and the CIP funding covers the cost to underground other utilities that may be on the Xcel poles such as telecommunication lines. \$750,000 is currently retained in the Capital Fund for a future undergrounding project.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	0	0	0	0	0
Total	0	0	0	0	0	0

Project Costs	2025	2026	2027	2028	2029	Total
Construction		0	0	0	0	0
Total	0	0	0	0	0	0

Operational cost considerations:

This project does not impact the Town's operational budgets.

Project Name Infrastructure Improvements- Culverts& Bridges
Department: Public Works

Description:

This project is to repair or replace aging culverts and bridges throughout Town. This is budgeted as a sinking fund until a discrete project is identified and constructed.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	350,000	350,000	350,000	350,000	1,400,000
Total	0	350,000	350,000	350,000	350,000	1,400,000

Project Costs	2025	2026	2027	2028	2029	Total
Design						
Construction	0	350,000	350,000	350,000	350,000	1,400,000
Total	0	350,000	350,000	350,000	350,000	1,400,000

Operational cost considerations:

This is not expected to have an ongoing operational cost to the Town because the culverts are existing infrastructure.

Project Name EV Charger Implementation
Department: Public Works

Description:

This project is to install electric vehicle charging stations in Town-owned lots and facilities. In 2025 three dual-port fleet chargers are planned to be installed at Public Works as well as additional chargers in the S. Gondola Parking

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	100,000	100,000	100,000	100,000	100,000	500,000
Total	100,000	100,000	100,000	100,000	100,000	500,000

Project Costs	2025	2026	2027	2028	2029	Total
Design	0	0	0	0	0	0
Construction	100,000	100,000	100,000	100,000	100,000	500,000
Total	100,000	100,000	100,000	100,000	100,000	500,000

Operational cost considerations:

This project will not impact our current operational costs.

Project Name Ice Rink Solar Replacement
Department: Public Works

Description:

This project is to replace the existing solar array on the ice rink building. The current system is unreliable and due to snow loading and damage has been unable to perform during winter months. The new system will increase reliability and capacity by 30%.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	300,000	0	0	0	0	300,000
Total	300,000	0	0	0	0	300,000

Project Costs	2025	2026	2027	2028	2029	Total
Design	0	0	0	0	0	0
Construction	300,000	0	0	0	0	300,000
Total	300,000	0	0	0	0	300,000

Operational cost considerations:

This project will not impact our current operational costs.

Project Name E-Delivery Permanent Structure
Department: Public Works

Description:

This project is the construction of an e-delivery hub within the Town where delivery vehicles dock and unload at one location within Town and then goods are delivered to restaurants by a third-party logistics service. This project will reduce the number of large trucks traveling and parking throughout the downtown core and riverwalk.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	0	0	5,000,000	0	5,000,000
Total	0	0	0	5,000,000	0	5,000,000
Project Costs	2025	2026	2027	2028	2029	Total
Design	0	0	0	0	0	
Construction	0	0	0	5,000,000	0	5,000,000
Total	0	0	0	5,000,000	0	5,000,000

Operational cost considerations:

Operational costs will be detailed once the project scope and design are progressed.

Project Name Child Care Center
Department: Public Works

Description:

This project funds improvements to existing childcare facilities in Breckenridge. The 2025 proposed projects include completion of the Timberline Learning Center expansion and structural repairs of the Montessori School building.

Project Funding	2025	2026	2027	2028	2029	Total
Child Care Fund	1,450,000	1,250,000	0	0	0	2,700,000
Total	1,450,000	1,250,000	0	0	0	2,700,000

Project Costs	2025	2026	2027	2028	2029	Total
Montessori School Rehabilitation	1,250,000	1,250,000	0	0	0	2,500,000
TLC Remodel	200,000	0	0	0	0	200,000
Total	1,450,000	1,250,000	0	0	0	2,700,000

Operational cost considerations:

Operation costs for the centers are funded by the center operators.

Project Name Blue River Pathways Project
Department: Parking and Transportation

Description:

This project is to enhance both the bicycle and pedestrian paths along the Blue River corridor from N. French Street to S. Park Avenue. 2025 proposed projects include: the Living Lab Bike Plaza (delayed from 2024) at the former Schoonover site, design of the east-west pedestrian connection through the Sawmill Lot, and installation of additional bicycle wayfinding signage throughout the corridor.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	300,000	3,250,000	1,000,000	0	0	4,550,000
Total	300,000	3,250,000	1,000,000	0	0	4,550,000

Project Costs	2025	2026	2027	2028	2029	Total
Master Plan- Final Draft	35,000	0	0	0	0	35,000
Sawmill Pedestrian Connection	15,000	250,000	0	0	0	265,000
Rec Path Signage	150,000	0	0	0	0	150,000
Living Lab Bike Plaza (Schoonover Site)	100,000	0	0	0	0	100,000
Future Projects	0	3,000,000	1,000,000		0	4,000,000
Total	300,000	3,250,000	1,000,000	0	0	4,550,000

Operational cost considerations:
Operational cost will be developed as the design progresses.

Project Name Wayfinding Phase 2
Department: Parking and Transportation

Description:
 This project is for the installation of updated pedestrian and vehicular wayfinding signage throughout town.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	0	0	0	1,000,000	1,000,000
Total	0	0	0	0	1,000,000	1,000,000

Project Costs	2025	2026	2027	2028	2029	Total
Design	0	0	0	0	0	0
Construction	0	0	0	0	1,000,000	1,000,000
Total	0	0	0	0	1,000,000	1,000,000

Operational cost considerations:
 This project is not expected to have operational impacts.

Project Name S.Park Ave & Main Street Roundabout
Department: Parking and Transportation

Description:

This project is to evaluate, design and construct the S.Park Ave/Main St. roundabout and associated corridor improvements that were recommended by the 2016 DTJ/Nelson Nygaard study. The 2028 project is a feasibility study of both intersection improvements and alternative pedestrian crossing locations.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	0	0	0	250,000	250,000
Total	0	0	0	0	250,000	250,000

Project Costs	2025	2026	2027	2028	2029	Total
Design	0	0	0		250,000	250,000
Construction	0	0	0	0	0	0
Total	0	0	0	0	250,000	250,000

Operational cost considerations:

The cost for operations will be determined once the scope of the project has been established. It is likely that the landscaping needed in these areas will increase the summer maintenance costs. The design can be geared toward low maintenance but weeds, irrigation and regular trash cleaning will be required. The roundabout at North Main and Park Avenue costs approximately \$40,000 per year to provide all the flowers and maintenance. Staff estimates that the lower maintenance roundabouts will costs between \$15,000 and \$20,000 per year.

Project Name Village Roundabout
Department: Parking and Transportation

Description:
 This project contemplates a new roundabout at Village Rd and Park Ave.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	0	0	0	500,000	500,000
Total	0	0	0	0	500,000	500,000

Project Costs	2025	2026	2027	2028	2029	Total
Design	0	0		0	500,000	500,000
Construction	0	0	0		0	0
Total	0	0	0	0	500,000	500,000

Operational cost considerations:

The increased cost for operations for a roundabout is estimated to be between \$30,000 and \$35,000 depending on design parameters.

Project Name F-Lot Drainage and Parking Lot Improvements
Department: Parking and Transportation

Description:

This project is to modify the F-Lot layout to increase parking, improve adjacent pedestrian pathways and drainage.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	150,000	0	0	500,000	650,000
Total	0	150,000	0	0	500,000	650,000

Project Costs	2025	2026	2027	2028	2029	Total
Design	0	150,000		0	0	150,000
Construction	0	0	0		500,000	500,000
Total	0	150,000	0	0	500,000	650,000

Operational cost considerations:

Operational costs will be determined once the project parameters are defined.

Project Name Pedestrian Lighting - Dark Sky Conversions
Department: Parking and Transportation

Description:

This project incorporates the conversion of existing fixtures to the Dark Sky Compliant model. The Town has applied for the Dark Sky Community Certification through Dark Sky International. As part of the certification requirement, all municipal owned lighting must be converted to dark sky compliant fixtures with 5 years of certification. April 24, 2023, the Town Council gave staff direction to begin converting the Welsbach fixtures located in areas inside and outside of the downtown core. The desire was to start conversions outside of historic district and work inward towards the downtown core.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	500,000	500,000	500,000	500,000	500,000	2,000,000
Total	500,000	500,000	500,000	500,000	500,000	2,000,000

Project Costs	2025	2026	2027	2028	2029	Total
Design and Construction	500,000	500,000	500,000	500,000	500,000	2,500,000
Total	500,000	500,000	500,000	500,000	500,000	2,500,000

Operational cost considerations:
 Operational impacts are unknown at this time.

Project Name Sidewalk Master Plan Implementation
Department: Public Works

Description:
 \$250,000 placeholder for future work assumes new sidewalk, curb and gutter at approximately 1,000 linear feet per year.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	250,000	250,000	250,000	250,000	250,000	1,250,000
Total	250,000	250,000	250,000	250,000	250,000	1,250,000

Project Costs	2025	2026	2027	2028	2029	Total
Design	0	0	0	0	0	0
Construction	250,000	250,000	250,000	250,000	250,000	1,250,000
Total	250,000	250,000	250,000	250,000	250,000	1,250,000

Operational cost considerations:
 This project will increase operational cost do to additional plowing and maintenance needs. Increases are estimated at \$8,000 each year that sidewalk infrastructure is added.

Project Name Transit Center
Department: Parking and Transportation

Description:
This project is to design and construct a new Breckenridge Station.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	0	0	0	5,000,000	5,000,000
Total	0	0	0	0	5,000,000	5,000,000

Project Costs	2025	2026	2027	2028	2029	Total
Construction	0	0	0	0	5,000,000	5,000,000
Total	0	0	0	0	5,000,000	5,000,000

Operational cost considerations:
Operational costs will be detailed once the project scope and design are progressed. There will be a cost increase for utilities, maintenance, and cleaning fees.

Project Name PW Admin Addition
Department: Parking and Transportation

Description:

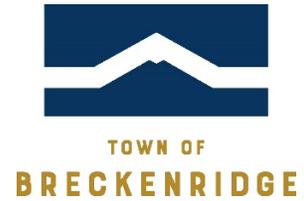
This project is to construct a second floor addition to the existing PW Admin Building. The construction budget of \$2,500,000 is assumed to be a 50% grant match.

Project Funding	2025	2026	2027	2028	2029	Total
Town Funds	0	0	0	0	2,500,000	2,500,000
Total	0	0	0	0	2,500,000	2,500,000

Project Costs	2025	2026	2027	2028	2029	Total
Construction	0	0	0	0	2,500,000	2,500,000
Total	0	0	0	0	2,500,000	2,500,000

Operational cost considerations:

Operational costs will be detailed once the project scope and design are progressed. There will be a cost increase for utilities, maintenance, and cleaning fees.



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: September 4, 2024
Subject: Planning Commission Decisions of the September 3, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, September 3, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Wachtel Garage Addition and Kitchen Remodel, 4 Spencer Ct., PL-2024-0341

A proposal for a 428 sq. ft. garage addition to an existing 6,129 sq. ft. residence, interior kitchen remodel, and driveway expansion. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



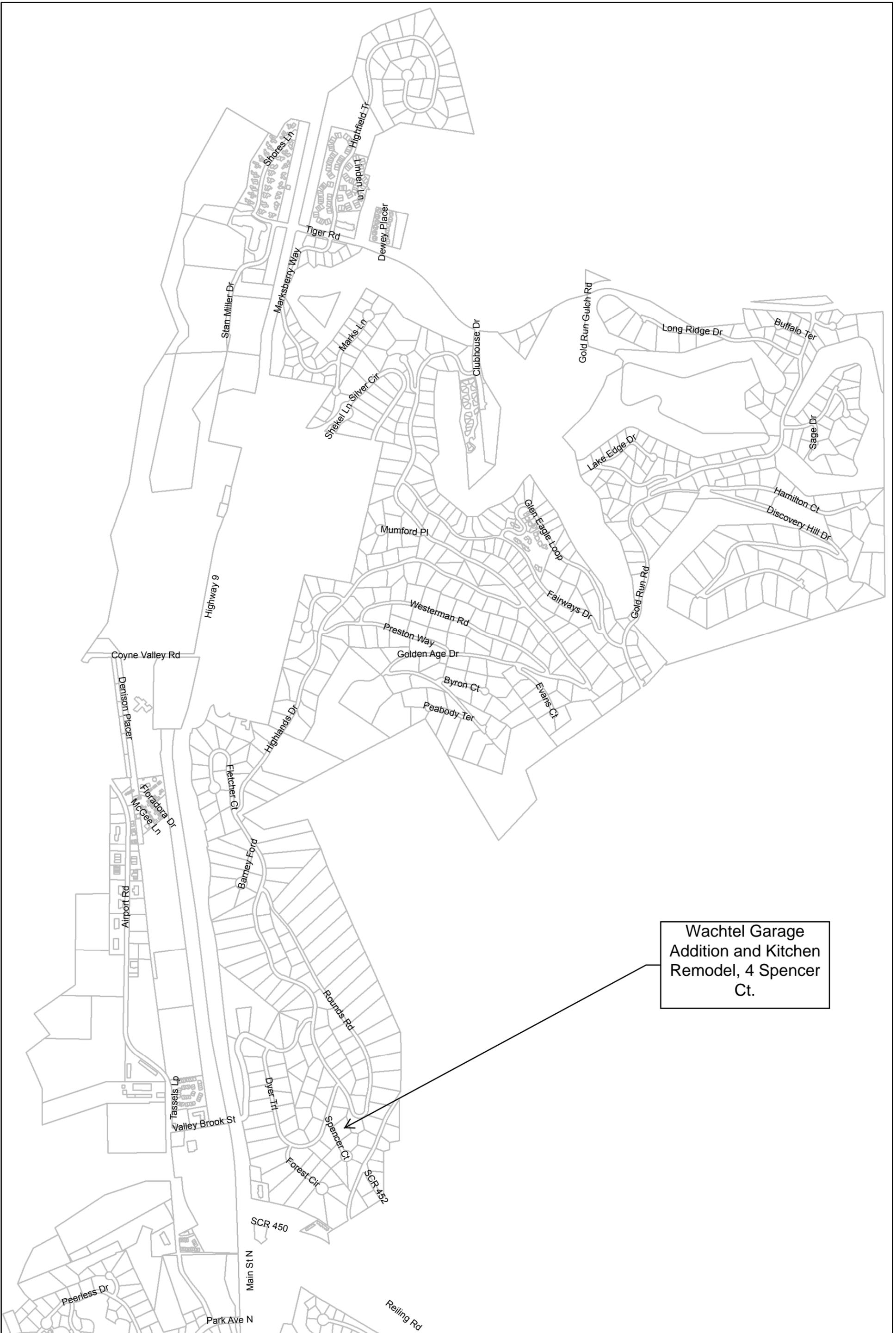
BGV Parcel 3
 Duplexes, 355
 N. Park Avenue



NOT TO SCALE

Breckenridge South





Wachtel Garage
Addition and Kitchen
Remodel, 4 Spencer
Ct.

PLANNING COMMISSION MEETING

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

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Keely Ambrose	absent
Ethan Guerra	Elaine Gort	Susan Propper		

APPROVAL OF MINUTES

With no changes, the August 20, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the September 3, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

CONSENT CALENDAR:

1. Wachtel Garage Addition and Kitchen Remodel, 4 Spencer Court; PL-2024-0341

Mr. Leas asked about the points allocation under Policy 33/R for electric vehicle (EV) chargers. (Mr. Cross clarified that they could receive a maximum of positive three (+3) points for EVs under the current policy.) Mr. Leas thought the point allocation for EVs was of negligible value given that the likelihood of someone putting two or three EVs at the same time in their garage was low and there should be a consideration for reducing the positive points available for EVs.

Mr. Frechter stated that he did not want the two negative (-2) points for a 7-foot retaining wall and paving for this project to become precedent. (Mr. Kulick responded that the totality was a negative six (-6) as the project was originally assigned negative four (-4) points for the driveway and retaining walls.)

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

PRELIMINARY HEARINGS:

1. BGV Parcel 3 Duplexes, 355 N Park Avenue, PL-2024-0302

Ms. Crump presented a proposal to develop eight duplex structures (16 units) on the South Gold Rush Lot, described as Parcel 3 in the recently approved development agreement between the Town and BGV. Ms. Crump summarized that the point allocation included negative three (-3) points under Policy 5/R for excessive similarity on architecture, negative one (-1) point for unbroken ridgelines greater than 50 feet in length, and positive one (+1) point for attractive water detention/retention areas; the application had a recommended score of negative three overall.

Planning Commissioner Questions / Comments:

Mr. Frechter – Are three-story buildings allowed on Parcel 3 per the Master Plan. (Ms. Crump stated that any building in the project is allowed to go up to 38 feet.) Mr. Frechter asked if the points should be in increments of two. (Mr. Kulick responded you could allocate either negative three (-3) or negative six (-6) and he and Ms. Crump further described the point allocation calculations.)

Mr. Giller - Would shuffling the building types be considered a remedy for the similarity issue? (Ms. Crump replied that the applicant would most likely not shuffle the building type since they were designed for the locations and specific slopes, but they could shuffle the exterior materials palettes among the buildings.) Mr. Giller asked if the landscaping points applied to all three detention areas. (Ms. Crump

showed the detention/retention areas on the site plan and confirmed that only one point is assigned for all detention facilities.)

Mr. Giller – Has staff considered negative points for all of the retaining walls. (Ms. Crump noted that Policy 7 is waived under the development agreement. Mr. Kulick added that the development agreement process negotiations took into account the acceptable density for the site and the surrounding wetland areas to be preserved, which resulted in shifting the development toward the center of the area. The applicant dedicated a large portion of the parcel fee simple for wetland preservation to the Town. That shift required more site manipulation overall, resulting in more retaining walls.)

Ms. Propper – How would it work to require employee housing and the roundabout to be completed prior to the Certificate of Occupancy (CO) for this project? (Ms. Crump replied that a Parcel 2 application is expected soon to meet the timing requirements but that the Commission would not see the proposal for the roundabout as it will only be reviewed by CDOT and the Town Engineer.)

Mr. Leas – Is it intentional not to have a sidewalk along the west side of Park Avenue? (Mr. Kulick replied that there was less programming associated with the Gondola Lots area so the sidewalk concept on the west side had been abandoned. With no sidewalk infrastructure on the west, it will be easier to preserve the wetlands on the west side.) Mr. Leas asked how the gondola right-of-way would work with sales of the units. (Ms. Crump stated that the gondola easement will coexist across the entire site and was still pending approval from the State tramway board.) Mr. Leas asked about future wetland mitigation and wetland micro-pools. (Ms. Crump clarified that any additional mitigation determined necessary beyond what was specified in the development agreement needed to be addressed through this current application process. She added that the micro-pools would be created by this development but deferred to the applicant for confirmation.) Mr. Leas asked if the fireplaces were natural gas. (Ms. Crump confirmed.)

Applicant, Graham Frank, of Breckenridge Grand Vacations (BGV) - Parcel 2 is ready for review but they have been trying to sequence them to make the application process convenient for staff. He added that they were working on the roundabout application, as well. For the gondola easements, he stated they would pursue a tramway variance, the variance describes how evacuations from the gondola would occur if it was necessary to remove people off the roof in the case of an emergency, in addition to other allowances for the easements. Frank stated that the wetlands mitigated within the site were not historical wetlands; instead they were created by the development of the gondola and installation of a tower pier. Closing off that man-made drainage from the historical flow back into the wetlands and the micro-pools, which would be created by this plan, will slow down the flow of water. He finished by stating that all of the required wetlands mitigation is already complete in terms of purchasing the wetlands credits.

Applicant, Bill Campie, of DTJ Design - The architectural design proposal was about efficiency, but they are heading toward eight (8) unique buildings to respond to staff's comments on excessive similarity. He noted that the retaining walls would be attractive, not concrete or CMU, and will be presented in more detail at the final hearing. He added that the tree buffer had evolved based on trying to create a diverse and healthy forest for the area near Highway 9.

The project was opened to public comment; there were no public comments and the comment period was closed.

Mr. Frechter - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed.

Ms. Gort - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed.

Mr. Guerra - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed.

Mr. Giller - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed. He added that the retaining walls facing the roundabout would have a real visual impact if not well crafted.

Ms. Propper - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed.

Mr. Leas - Agreed with the points as recommended by staff and agreed the landscaping buffer is compatible with the concept plan as proposed. He was hopeful that there would be eight (8) different building styles as described by the applicant.

All Commissioners agreed that the application was ready for a final hearing.

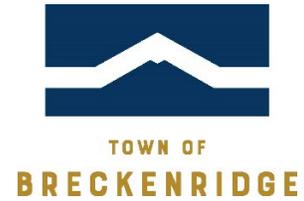
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:40 pm.

Mark Leas, Chair



Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: 9/5/2024, for the meeting of September 10, 2024
Subject: Copper Baron Development Agreement (Second Reading): An Ordinance establishing a Development Agreement with Craig Campbell for conversion of Copper Baron Condo Unit 2 from commercial use to employee housing

The Council reviewed this proposal at a Work Session on July 23rd and August 13th, and approved the Ordinance on first reading at the August 20th meeting. There are no changes from first reading. Approval of a Development Agreement is entirely at the discretion of the Town Council. Staff finds that the proposal enables the Town to attain a public benefit not otherwise required by the Development Code. Staff will be available at the meeting to answer any questions.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CRAIG CAMPBELL.

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

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

A. Owner is the owner of a condominium unit located at 217 S Ridge St., Copper Baron Condominiums Unit 2, according to the Plat thereof recorded January 20, 1992 at Reception No. 416201, Summit County, Colorado ("Property").

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

C. The Town's Community Development Department has determined the proposed change of use would increase the density of the Property by 0.86 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town's Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

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

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

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

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

1 H. The Town has received a completed application and all required submittals for a
2 Development Agreement, had a preliminary discussion of the application and the term of this
3 proposed Development Agreement, and determined that it should commence proceedings for
4 the approval of this Development Agreement. In accordance with the procedures set forth in
5 Subsection 9-9-10:C of the Breckenridge Town Code, Town Council has approved this
6 Agreement by non-emergency ordinance.
7

8 **Section 2. Approval of Development Agreement.** The Development Agreement
9 between the Town and Craig Campbell is attached to this Ordinance as **Exhibit 1**, Development
10 Agreement with attachments A- Restrictive Covenant and Agreement and B – Density Sunset
11 Covenant, is approved, and the Town Manager is authorized, empowered, and directed to
12 execute such agreement for and on behalf of the Town of Breckenridge.
13

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

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

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

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

34 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
35 PUBLISHED IN FULL this ___ day of August, 2024. A Public Hearing shall be held at the regular
36 meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of _____,
37 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.
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TOWN OF BRECKENRIDGE

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM

Town Attorney

EXHIBIT 1

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of the _____ day of _____, 2024 among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “Town”), and Craig Campbell (the “Owner”).

Recitals

- A. Owner is the owner of a condominium unit located at 217 S Ridge St., Copper Baron Condominiums Unit 2, according to the Plat thereof recorded January 20, 1992 at Reception No. 416201, Summit County, Colorado (“Property”).
- B. Owner intends to submit a Development Permit application to the Town proposing to change the approved use of the Property from commercial office use to residential condominium use.
- C. The Town’s Community Development Department has determined the proposed change of use would increase the density of the Property by 0.86 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town’s Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.
- D. Owner has requested Town approval for exemptions from Breckenridge Town Code Section 9-1-19-3R regarding excess density and Section 9-1-17-12 regarding transfer of density into the Historic District. Owner has requested that the Town thereafter transfer density to the Property.
- E. The Town finds no new square footage is proposed to be constructed in the Historic District to accomplish the change of use.
- F. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the authority to enter into a Development Agreement. Further, there is no process in the Town’s Development Code for approval of a transfer of density to the Historic District. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density from one lot or parcel within the Town to another lot or parcel within the Town may be approved by the Town Council only in connection with the approval of a Development Agreement and, therefore, a Development Agreement provides a means for such an approval and transfer.
- G. As the commitment encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Owner has proposed recording a Restrictive Covenant and Agreement on the Property restricting the unit for employee housing and prohibiting short term rental in the form and substance attached hereto as **Exhibit A**.
- H. The Town has received a completed application and all required submittals for a Development Agreement, had a preliminary discussion of the application and the term of this

proposed Development Agreement, determined that it should commence proceedings for the approval of this Development Agreement. In accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, Town Council has approved this Agreement by non-emergency ordinance.

Agreement

1. Without requiring additional reviews by the Town's Planning Commission, Town Council has determined that the Owner's Development Permit application for change of use of the property shall be exempt from negative points under Breckenridge Town Code, Section 9-1-19-3R, for the 0.86 SFEs of excess density.

2. Without requiring additional reviews from the Town's Planning Commission, Town Council has determined that Owner's Development Permit application for change of use of the property shall be exempt from Breckenridge Town Code, Section 9-1-17-12, which prohibits transfer of density into the Historic District.

3. The Town shall waive the fees for the Owner's Development Agreement application and Development Permit application.

4. The Town shall transfer 0.86 SFEs of density to the Property from property owned by the Town. The transfer of density shall be evidenced by the Written Covenant, **Exhibit B**, attached hereto and incorporated by reference.

5. After the passage of any time periods within which any referendums, appeals or other challenges to such approvals must be brought, without any such referendums, appeals or other challenges having been filed, commenced or asserted, and prior to the issuance of a Certificate of Occupancy for the proposed change of use, Owner acknowledges they have read and understands the terms of the Restrictive Covenant in the form of Exhibit A and further agrees to record the Restrictive Covenant in the real property records of the Clerk and Recorder of Summit County, Colorado.

6. This Development Agreement creates vested rights for a period of eighteen (18) months, during which time the Owner shall submit to the Town and receive Town approval of a Development Permit application for the proposed change of use. The vested rights shall expire eighteen (18) months from the date of Town Council approval of this Development Agreement, unless substantial construction pursuant to such Development Permit has been completed. Density shall be transferred to the Property by the Town after the Development Permit has been issued and fully executed, and prior to issuance of a certificate of occupancy.

7. Except for a development agreement to extend vested property rights pursuant to section 9-1-17-11 of this title and except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein, the execution of this Development Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to the Property (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering, electrical and mechanical codes, and the Town's Development Code, Subdivision Standards and other land use laws, as the same may be in effect from time to time throughout the term of this Development Agreement. Except to the extent the Town otherwise specifically agrees, any development of the Property which is the subject of this Development

Agreement and the Development Permit shall be done in compliance with the then-current laws of the Town.

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

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

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

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

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

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

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

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

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

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

18. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Owner; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Owner or the acceptance of any improvements.

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

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

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

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

If To The Town:

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

With A Copy (which shall not constitute notice to the Town) to:

Kirsten J. Crawford, Town Attorney

If To The Owner:

Craig Campbell
PO Box 227
Breckenridge, CO 80424

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

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

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

[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

Attest:

Town Clerk

By: _____
Shannon Haynes, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2024
by Shannon Haynes as Town Manager and _____, of the Town of
Breckenridge.

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

Notary Public

Craig Campbell

By:

Owner

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2024
by Craig Campbell.

Witness my hand and official seal.

My commission expires:_____

Notary Public

EXHIBIT A

**RESTRICTIVE COVENANT AND AGREEMENT
(Employee Housing- Development Agreement)**

THIS RESTRICTIVE COVENANT AND AGREEMENT (“**Restrictive Covenant**”) is dated _____, 2024 and is between _____ (“**Owner**”) and TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”). Town and Owner are sometimes collectively referred to in this Restrictive Covenant as the “**Parties**,” and individually as a “**Party**.”

Recitals

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

B. The Owner intends to convert existing office space into employee housing.

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

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

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

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

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

(insert legal)

Town of Breckenridge, County of Summit, State of Colorado

also known as: _____, Breckenridge, CO 80424.

2. Definitions. As used in this Restrictive Covenant:

“**AMI**” means the Summit County Area Median Income as published by the Summit Combined Housing Authority or another index acceptable to the Town.

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

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

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

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

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

“**Utilities**” means the following utilities and services, to the extent such utilities or services are paid or provided for by Owner for the Units: electric, gas, water, sewer, trash, & snow removal.

3. Occupancy Restriction. Except as provided in Section 4, the Unit shall at all times be occupied by Qualified Occupant (s) as their Principal Place of Residence. Owners are prohibited from using the unit as a short term rental.

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

- A. A person who is partially or fully retired as described in the Town’s Administrative Rules and Regulations (see Section 18, below); or
- B. A person otherwise authorized to occupy a Unit pursuant to this Restrictive Covenant who becomes disabled after commencing lawful occupancy of a Unit such that he or she cannot work the required number of hours each week required by this Restrictive Covenant; provided, however, that such person is permitted to occupy a Unit only for a maximum period of one year following the commencement of such person’s disability unless a longer period of occupancy is authorized by Town.

5. Rent or Lease of the Unit. Owner may rent or lease the Unit provided that: (i) the Unit is rented or leased only to a Qualified Occupant(s); (ii) Owner may not permit or consent to any sublease of all or any portion of the Unit; (iii) the Unit may not be rented or leased for a term of

less than 3 months (no short term rental) and (iv) the maximum monthly rent for the Unit (including Utilities) may not exceed 110% AMI. All leases or rentals of the Unit not in compliance with the requirements of this Section 5 are void, and a violation of this Restrictive Covenant.

6. Annual Verification; Other Information.

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

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

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

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

10. Equitable Relief. Town may specifically enforce this Restrictive Covenant. Town may obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction, and permanent injunction to obtain specific performance. Any equitable relief provided for in this Section 11 may be sought singly or in combination with such legal remedies as Town may be entitled to, any pursuant to the provisions of this Restrictive Covenant or under the laws of the State of Colorado.

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

12. Waiver; Termination; Modification of Covenant. The restrictions, covenants, and limitations of this Restrictive Covenant may be waived, terminated, or modified only with the written consent of Town and the then-current owner of the Unit as of the date of such waiver, termination, or modification. No waiver, modification, or termination shall be effective until the proper instrument is executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. Town may also terminate this instrument by recording a release in recordable form without the signature of the then-current owner of each of the Units.

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

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

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

16. Recording; Covenant Running With the Land. The Restrictive Covenant is to be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, and shall run with the land and shall be binding upon Owner and all subsequent owners of the real property described in Section 1 until this Restrictive Covenant is lawfully terminated in the manner provided in this Restrictive Covenant.

17. Town's Administrative Rules and Regulations. This Restrictive Covenant shall be interpreted in accordance with, and Owner shall comply with, the Town of Breckenridge Division of Housing Administrative Rules and Regulations in effect from time to time

throughout the term of this Restrictive Covenant; provided, however, that in the event of a conflict between the restrictions, terms and conditions of this Restrictive Covenant and the Administrative Rules and Regulations, this Restrictive Covenant shall control.

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

19. Miscellaneous.

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

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

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

This Restrictive Covenant and Agreement is executed by:

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

Town's Address:

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

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Shannon B. Haynes, Town Manager, and Helen Cospolich, CMC, Town Clerk, of Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

1 **EXHIBIT B**

2
3 **DENSITY SUNSET COVENANT**

4
5 This Covenant (“Covenant”) is made _____, 2024 by the TOWN OF
6 BRECKENRIDGE, a Colorado municipal corporation (“Town”).
7

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

10
11 **Block 2, Rodeo Grounds Subdivision (AKA Rodeo Grounds Future Development)**
12 **(commonly known as the Town’s “Stephen C. West Ice Arena”) (hereinafter referred**
13 **to as “Town’s Property”).**
14

15 2. Pursuant to Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of
16 density from one lot or parcel within the Town to another lot or parcel within the Town may be
17 approved by the Town Council only in connection with the approval of a Development Agreement.
18

19 3. Based on the terms and conditions in the Development Agreement, the use of the
20 Property necessitates a transfer of 0.86 single family equivalents (“SFEs”) of density from the
21 Town’s “Stephen C. West Ice Arena” property to the Property located in the Historic District and
22 described in the Development Agreement as the condominium unit located at 217 S Ridge St.,
23 Copper Baron Condominiums Unit 2, according to the Plat thereof recorded January 20, 1992 at
24 Reception No. 416201, Summit County, Colorado.
25

26 4. The 0.86 of single family equivalents of density previously allocated to Town’s
27 Property are forever extinguished. Following the execution of this Covenant, there will be 70.2
28 SFEs of density remaining on the Town’s Property, of which 44.73 SFEs are assigned to the
29 existing Stephen C. West Ice Arena building.
30

31 4. Following the execution of this Covenant, there will be 0 SFEs of density remaining
32 on Copper Baron Condominiums.
33

34 5. This Covenant shall be placed on record in the real property records of Summit
35 County, Colorado, and the covenants contained herein shall run with the land and shall bind the
36 Town and all subsequent owners of Town’s Property, or any interest therein.
37

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

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

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

52
53 9. The execution and recording of this Covenant was authorized by Town of
54 Breckenridge Ordinance No. _____, Series 2024, adopted _____, 2024.

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56
57 TOWN OF BRECKENRIDGE, a Colorado
58 municipal corporation

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63 By: _____

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65 Shannon Haynes, Town Manager

66 OWNER

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68 By: _____

69 Craig Campbell

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71 ATTEST:

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75 _____
76 Helen Cospolich CMC,
77 Town Clerk

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

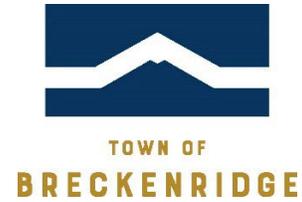
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The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Shannon Haynes, Town Manager, and Helen Cospolich CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public



Memo

To: Breckenridge Town Council
From: Pamela Ness, Revenue Manager
Date: September 3, 2024 (for the September 10th meeting)
Subject: Water Payment Delinquency Fee (First Reading)

Proposal:

Change the water billing delinquency charge to a flat fee of \$15.00. This change aims to simplify billing and ensure fairness.

Background:

Town Code (Ordinance 9 Series 2001) currently imposes a 1.5% monthly delinquency charge for overdue water bills. Staff propose shifting to a \$15 flat fee to simplify and standardize the process. Notably, 20-25% of customers are late in paying their water bills, which significantly increases the administrative time required for the collections process. This proposed change to payment delinquency aims to reduce staff administrative burden while promoting timely payments for this essential utility. The existing 1.5% monthly surcharge on overdue water bills is insufficient to significantly alter customer behavior, because it does not provide a strong enough deterrent against late payments. Additionally, the current process for contacting delinquent customers and managing overdue accounts is complex and resource intensive. This process can lead to inconsistencies in how late payments are handled, potentially resulting in unequal treatment of customers.

The Town is committed to upholding its commitment to diversity, equity, and inclusion. As we consider this amendment, we recognize the importance of ensuring that all community members, are treated fairly and equitably in the utility billing process.

Rationale:

1. **Simplicity and Predictability:**
 - A flat fee is easier for residents to understand compared to a percentage-based charge.
2. **Encouragement of Timely Payments:**
 - A fixed fee provides a clear deterrent against late payments.

Proposed Fees for Delinquent Accounts:

1. **Mailed Shutoff Letters:**
 - **Fee:** \$10.00
 - Covers administrative costs and postage.
2. **Door Hangers:**
 - **Fee:** \$20.00
 - Reflects time and travel for placing the door hanger.
3. **Shutoff and Turn-On Fee:**
 - **Fee:** \$160.00
 - Covers labor and potential snow removal for shutting off and turning on water.

Conclusion:

The proposed fees aim to streamline processes, ensure fairness, and encourage timely payments. Approval of these adjustments will enhance billing transparency and efficiency. Your consideration and approval of these proposed changes are requested; Staff will be at Tuesday's Town Council meeting to address any questions.

1 COUNCIL BILL NO. ____

2
3 Series 2024

4
5 **A BILL FOR AN ORDINANCE AMENDING CHAPTER 6 IMPOSING**
6 **LATE FEES FOR DELINQUENT ACCOUNTS.**

7
8 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
9 **TOWN OF BRECKENRIDGE, COLORADO:**

10
11 **Section 1.** That section 12-6-2 is hereby amended to delete the language
12 stricken and add the language underlined to read as follows:

13 ~~A delinquency charge of one and one-half percent (1 1/2%) per month~~ The department
14 of finance shall impose the following fees for delinquent accounts commencing on the
15 due date:

16
17 1. Delinquent Accounts: \$15.00

18 2. Mailed Shut off letter: \$10.00

19 3. Door Hangers: \$20.00

20 4. Shut off and turn on: \$160.00

21
22
23
24 **Section 2.** This ordinance shall be published and become effective as provided
25 by Section 5.9 of the Breckenridge Town Charter.

26 **Section 3.** This ordinance shall be effective as provided in Section 5.9 of the
27 municipal charter.

28
29
30 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
31 PUBLISHED IN FULL this ____ day of ____, 2024. A Public Hearing shall be held at
32 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
33 ____ day of ____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
34 Building of the Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

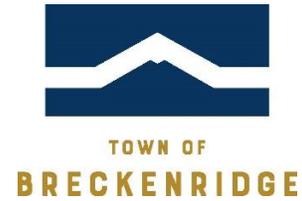
By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

ATTEST:

DRAFT



Memo

To: Town Council
From: Chris Kulick, Planning Manager
Date: 9/5/2024, for the meeting of September 10, 2024
Subject: Natural Medicine Business Land Use Regulations (First Reading)

At the August 13th work session, the Council requested staff establish land use regulations for the location of Natural Medicine specifically, the Council requested that Natural Medicine Businesses be prohibited from locating in the Downtown Overlay District. Based on this direction, staff has prepared an ordinance for first reading that establishes local regulations for the location of Natural Medicine Businesses in the Development Code and specifically restricts Natural Medicine Businesses from locating in the Downtown Overlay District. The proposed Policy additionally requires a minimum separation of 1,000 feet from any Natural Medicine Business to any licensed childcare facility, preschool, elementary, middle, junior, or high school, or a residential childcare facility, as measured as a straight line from the nearest property lines. To illustrate the effect these two layers of restriction present, staff has attached a map that shows the Downtown Overlay District and the 1,000 foot restrictive zones for existing schools and childcare facilities.

Staff Recommendation

Staff recommends the Town Council approve the first reading of an Ordinance to establish local land use regulations for Natural Medicine Businesses.

A BILL FOR AN ORDINANCE ADOPTING LAND USE REGULATIONS FOR NATURAL MEDICINE BUSINESSES.

WHEREAS, Colorado voters approved a citizens’ initiative known as “Proposition 122: Access to Natural Psychedelic Substances,” which is now codified in Colo. Rev. Stat. §§ 12-170-101 through 115 (the “Enabling Act”);

WHEREAS, the Enabling Act decriminalizes the personal possession, growing, sharing, and use, but not the sale, of certain natural medicine substances;

WHEREAS, the Enabling Act allows the supervised use of psychedelic mushrooms by individuals aged 21 and over at licensed facilities and requires the state to create a regulatory structure for the operation of these licensed facilities;

WHEREAS, the Enabling Act prohibits local governments from banning licensed facilities, services, and use of natural psychedelic substances permitted by the Enabling Act, while allowing local governments to adopt local regulations or local licenses governing the time, place and manner of operation of these facilities;

WHEREAS, the State Legislature enacted Senate Bill 23-290, which is codified in Colo. Rev. Stat. §§ 44-50-101 through 904 (the “Act”), to create the regulatory structure for the operation of these licensed facilities, which includes the licensing and registration of facilities and related businesses that provide for the use, cultivation, manufacture and testing of these substances;

WHEREAS, the Act provides that the “state licensing authority” as defined by the Act, will “not receive or act upon an application for the issuance of a natural medicine business license” ... “[f]or a location in an area where the cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine or natural medicine product as contemplated is not permitted under the applicable zoning laws of the local jurisdiction;”

WHEREAS, the Act further provides that the state licensing authority will not receive or act upon an application for the issuance of a Natural Medicine Business License “[i]f the building where natural medicine services are provided within one thousand feet of a child care center; preschool; elementary, middle, junior or high school; or a residential child care facility . . .;”

WHEREAS, the Act further provides that “the governing body of a

1 municipality, by ordinance; . . . may vary the distance restrictions imposed by [the Act]
2 . . . for a License or may eliminate one or more types of schools or facilities from the application
3 of a distance restriction established by or pursuant to [the Act] . . .;”

4 WHEREAS, the Town of Breckenridge’s development code does not establish zone
5 districts only by uses (e.g. residential, commercial or industrial zone districts);

6 WHEREAS, the Town has created overlay districts from time to time to regulate certain
7 specific and new uses;

8 WHEREAS, the Town Council of the Town of Breckenridge desires to enact this
9 ordinance to establish the appropriate areas for the operation of natural medicine businesses
10 that are issued licenses pursuant to Act;

11
12
13 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**
14 **BRECKENRIDGE, COLORADO:**

15
16 **Section 1.** That new definitions be added to section 9-1-5 and placed in alphabetical
17 order to read as follows:

18 **9-1-5: DEFINITIONS:**

19 HEALTH-CARE FACILITY: An entity that is licensed, certified, or otherwise permitted by law to
20 administer medical treatment in Colorado, including a hospital, clinic, hospice entity,
21 community mental health center, federally qualified health center, rural health clinic, organization
22 providing a program of all-inclusive care for the elderly, long-term care facility,
23 continuing care retirement community, or other type of entity where health-care is provided.

24
25 NATURAL MEDICINE BUSINESS: means any of the following entities as defined by state law,
26 as amended from time to time:

27 A. Healing Center: A facility where an entity is licensed by the State Licensing Authority
28 pursuant to article 50 of title 44 that permits a Facilitator to provide and supervise
29 Natural Medicine Services for a Participant.

30 B. Natural Medicine Cultivation Facility: A location where Regulated Natural Medicine is
31 grown, harvested, and prepared in order to be transferred and distributed to either a
32 Healing Center, Facilitator, a Natural Medicine Products Manufacturer, or to another
33 Natural Medicine Cultivation Facility.

- 1 C. A Natural Medicine Products Manufacturer: A person who manufactures Regulated
- 2 Natural Medicine Products for transfer to a Healing Center, Facilitator, or to another
- 3 Natural Medicine Products Manufacturer.
- 4 D. A Natural Medicine Testing Facility: A public or private laboratory licensed, or approved
- 5 by the Division, to perform testing and research on Regulated Natural Medicine and
- 6 Regulated Natural Medicine Product.

7

8 **Section 2.** That a new Policy 53A be added at section 9-1-19-53A, and entitled “Natural

9 Medicine Businesses,” to read as follows:

10 Natural medicine businesses are permissible in accordance with state law except as provided

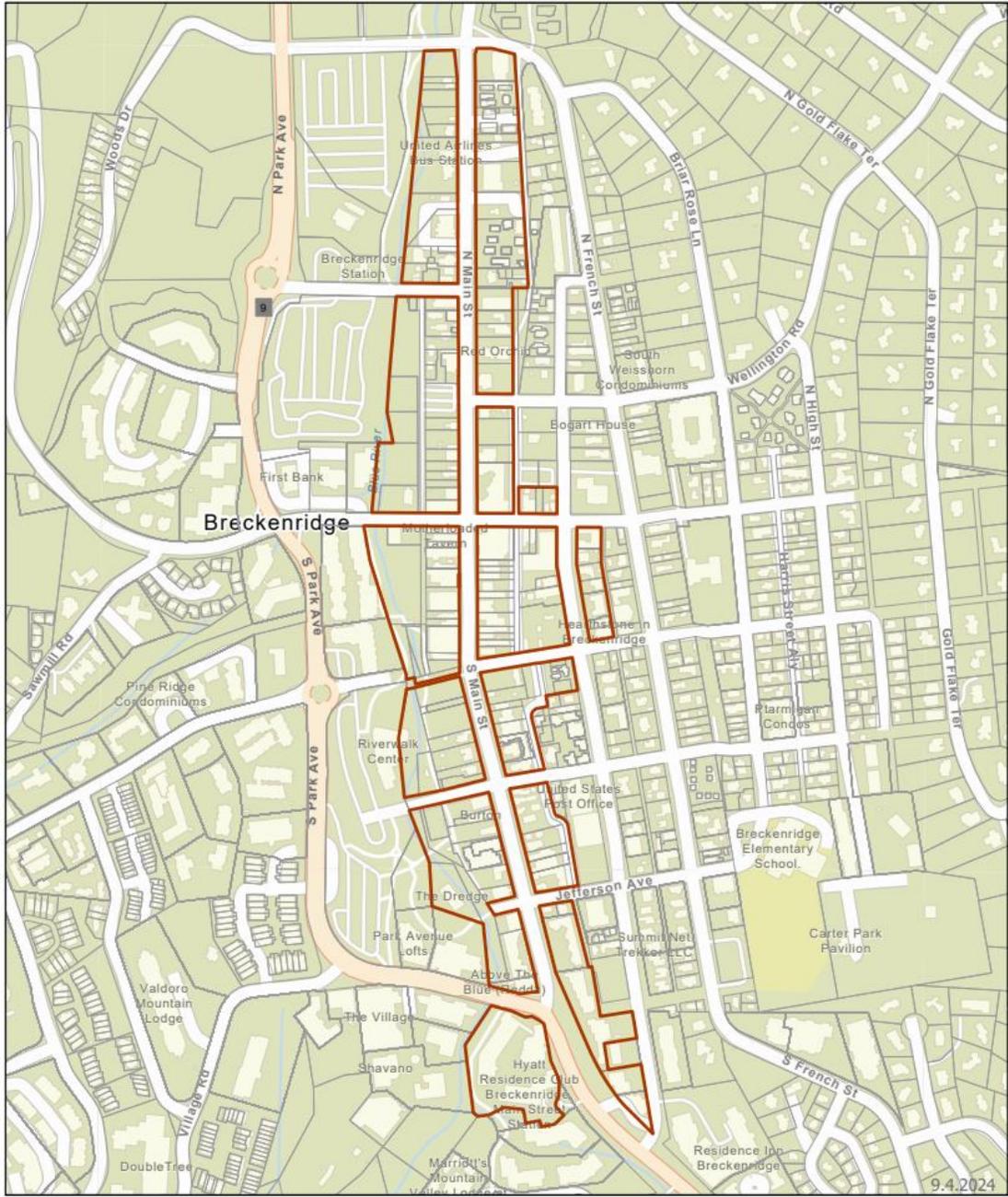
11 by the following zoning and distances restrictions:

- 12 a. Natural Medicine businesses shall not be located within the Downtown Overlay District,
- 13 as shown in section c. of this Policy, unless co-located with an existing Health Care Facility;
- 14 b. Natural Medicine Businesses shall not be:
 - 15 1. Within 1,000 feet of a licensed childcare facility.
 - 16 2. Within 1,000 feet of any preschool, elementary, middle, junior, or high school, or
 - 17 a residential childcare facility.

18 The distances in subsections b. 1 and b. 2 shall be measured as a straight line from the

19 nearest property line.

- 20 c. Downtown Overlay District Map



Downtown Overlay District
Town of Breckenridge

 Downtown Overlay



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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this 10th day of September, 2024. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 10th day of
2 September, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
3 Town.

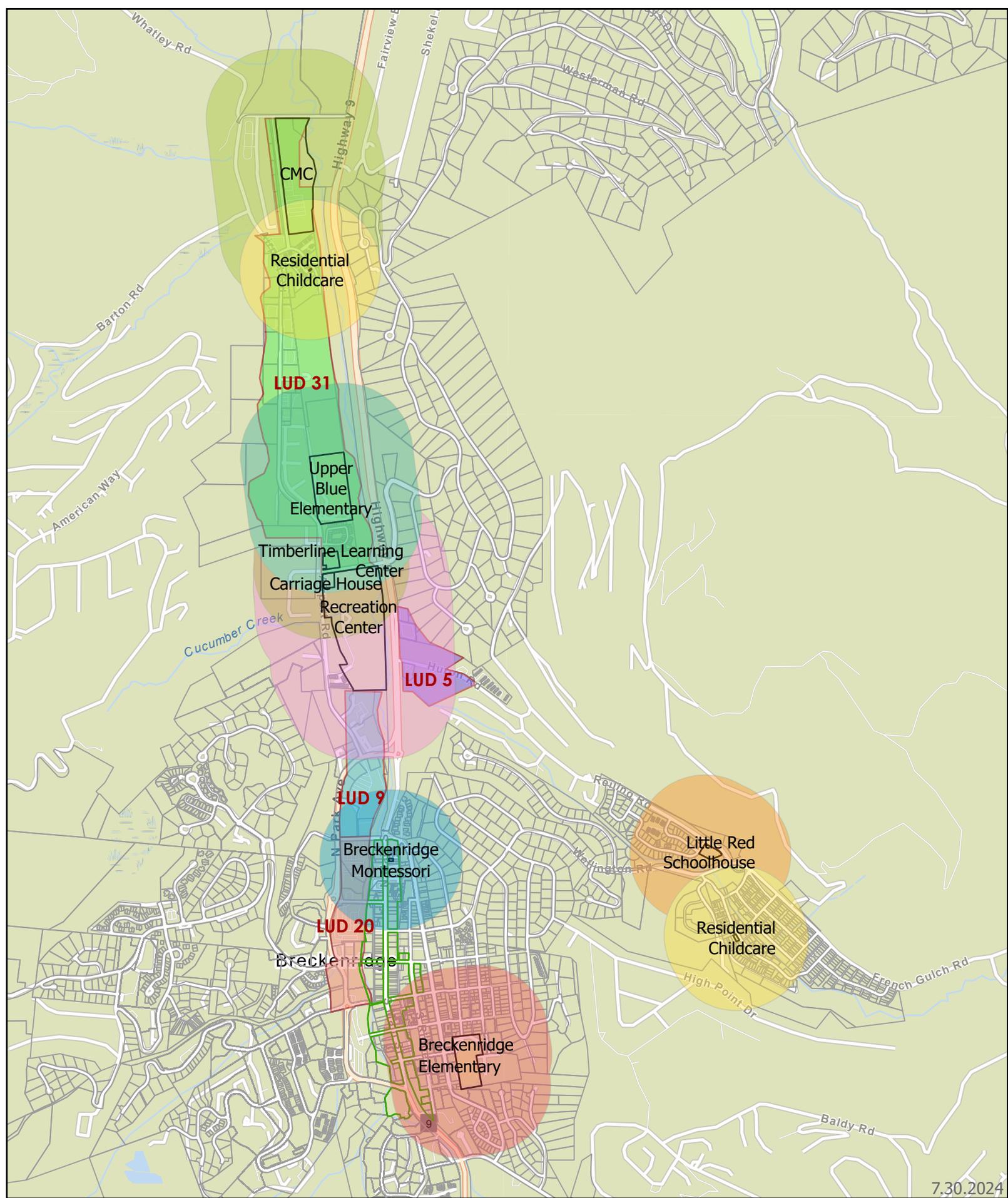
4
5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation

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10 By: _____
11 Kelly Owens, Mayor

12
13 ATTEST:

14
15
16
17 _____
18 Helen Cospolich, CMC,
19 Town Clerk

20
21 ATTEST:



7.30.2024

Natural Medicine Center Licensing Areas Town of Breckenridge

 Downtown Overlay

Land Use Districts

20

31

5

9

1000 Foot Buffer

Breckenridge Elementary

Breckenridge Montessori

CMC

Carriage House

Little Red Schoolhouse

Residential Childcare

Recreation Center

Timberline Learning Center

Upper Blue Elementary



TOWN OF BRECKENRIDGE 87



Memo



TOWN OF
BRECKENRIDGE

To: Breckenridge Town Council Members
From: Town Staff
Date: 9/5/2024 (for the 09/10/24 worksession)
Subject: Public Projects Update

Asphalt and Concrete Repair

Columbine Hills Construction has completed overlay paving operations on Boreas Pass Road, Watson Avenue, Highlands Drive, Adams Avenue, Reiling Road, High Street, Valley Brook Street, and Westerman Road. Snowflake Drive is being paved August 21st. Royal Tiger Road has been paved and the speed humps will be re-installed in the coming weeks when the crews mobilize for patching work throughout town, including the patching at the Adams Avenue/French Street intersection. Concrete work in other locations around town is planned to be completed prior to the end of construction season.

Silver Circle full depth reclamation began August 13th and may continue through mid-September. Paving is expected to start the week of August 26. Schedule updates can be found at www.BreckRoads.com.

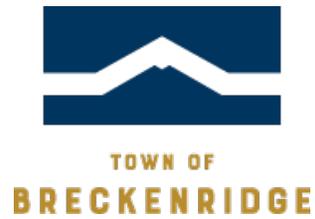


Photos of full depth reclamation and grading along Silver Circle.

Schoonover Deconstruction

The asbestos removal has been completed and building demolition is commencing upon the utility shut-offs by Xcel Energy.

Project Funding	
2024 CIP	\$350,000
Living Lab budget	\$100,000
TOTAL	\$450,000



Memo

To: Town Council
 From: Mobility Staff
 Date: 9/4/24
 Subject: Mobility Update

Parking

South Gondola Structure – This summer’s goal to increase usage in the South Gondola Structure with a more competitive pricing strategy increased parking sessions by 33% and revenue by 25% throughout the summer. The average paid parking session was just under 4 hours; however, this number does not account for vehicles arriving before paid parking begins at 10am, or arriving after 11am, and staying later than 3pm. Therefore, the average parking session is likely longer than 4 hours. The lot, with 958 parking stalls, saw average daily paid parking sessions of 323 this summer compared to 242 last summer when the town matched the BSR pricing structure throughout the summer.

The below chart shows summer weekend rates in all town surface lots, on-street zones, and the parking structure:

Friday - Sunday

Zone(s)	Main Street 780 - 782	N Ridge St 774, S Ridge St 775, Ridge Alley 786, Washington 788, Adams, 787, Courthouse 789, Upper Exchange 790, Lower Exchange 791, Outdoor Exchange 792, Barney Ford 763	FLOT 779	Tiger Dredge 796	Wellington 795	Ice House 783, Tonopah 794	South Gondola Garage 1521
Hours	10AM-8PM Year Round	10AM-8PM Year Round	10 AM - 3 PM May - Oct	10 AM - 8 PM May - Oct	10 AM - 8 PM May - Oct	10AM-8PM Year Round	10 AM - 3 PM May - Oct
Fifteen Minutes	FREE	FREE	Not Available	Not Available	FREE	FREE	Not Available
First Hour	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Second Hour	\$2.00	\$1.00	\$1.50	\$1.50	\$2.00	\$1.50	\$1.50
Third Hour	\$4.00	\$1.50	\$3.00	\$2.00	\$4.00	\$2.00	\$3.00
Fourth Hour	\$7.00	\$2.00	\$5.00	\$4.00	\$7.00	\$3.00	\$5.00
Fifth Hour	\$9.50	\$2.00	FREE	\$4.00	\$9.50	\$3.50	FREE
Sixth Hour	\$9.50	\$2.00	-	\$4.00	\$9.50	\$4.00	-
Seventh Hour	\$10.50	\$2.00	-	\$4.00	\$10.50	\$4.50	-
Eighth Hour	\$10.50	\$2.00	-	\$4.00	\$10.50	\$5.00	-
Ninth Hour	\$11.50	\$2.00	-	\$4.00	\$11.50	\$5.50	-
Tenth Hour	\$11.50	\$2.00	-	\$4.00	\$11.50	\$6.00	-
4 Hours Parking Total	\$13.50	\$5.00	\$10.00	\$8.00	\$13.50	\$7.00	\$10.00
5 Hours Parking Total	\$23.00	\$7.00	-	\$12.00	\$23.00	\$10.50	-
6 Hours Parking Total	\$32.50	\$9.00	-	\$16.00	\$32.50	\$14.50	-
All Day Monday - Thursday	-	-	-	-	-	-	-
All Day Friday - Sunday	\$76.50	\$17.00	\$10.00	\$32.00	\$76.50	\$35.50	\$10.00

To continue pursuit of this goal and the current momentum of increasing usage during the summer when the town sets the pricing of the South Gondola Structure, staff will bring back a recommendation to consider adjusting first and second hour rates in the highest demand zones in town to make South Gondola the most economical and convenient parking spot in the core of town.

2024/25 Permits – Permits go on sale October 1st for this coming year. Staff recommends keeping permit pricing the same as last year. Additionally, staff would like to offer a quantity of 50 of the Employee Weekday Permits in the South Gondola Structure this year for the entirety of the year (last year it was offered beginning in February) for the same \$500 price as last year. This is also the same price as the Lower Exchange Permit that has sold out each year through the lottery system with 25 total permits. Staff has received approval from BSR for this South Gondola Permit offering.

As permits are being finalized, the most up-to-date information can be found [here](#).

Breck Free Ride

A busy Labor Day weekend is behind us in which we moved almost 10,000 riders, a 30% increase from last year; the Free Ride team is now gearing up for the upcoming winter. The projected start date for winter service is November 15th. This date coincides with our staff onboarding and training for winter operations, of which we are excited to have a majority of drivers being returning staff familiar with the town and our rider's needs.

We plan to run the same routes as last winter with a slight modification to the Airport Road (Yellow) route. Historically, the bus has turned onto Denison Placer Northbound. This year, the route will continue northbound on Airport Road to Coyne Valley, where a stop will be placed on Coyne Valley at Continental Court then proceed to Colorado Mountain College (CMC), and back on to its southbound route. This new stop will allow safer access for riders to the local businesses and the ski resort employee center.

Hiring efforts are progressing well, and we are optimistic about being fully staffed by the time the winter schedule goes into effect.

TOB Employee Winter Green Commutes Challenge

Staff will be putting together an internal program to encourage Town of Breckenridge employees to use alternative modes (walk, bike, bus, carpool, ski, etc.) to driving single occupancy vehicles to work this upcoming winter season. Details are still being finalized, but we anticipate sending out spreadsheets to each department for employees to log their green commutes. Mobility staff will do various prize drawings based on those logged green commute achievements.

Breck E-Ride

While rainy weather in August slowed E-Ride ridership slightly, we continue to see a higher volume of trips compared to last year. Staff is currently working on an application for the *Community Accelerated Mobility Project (CAMP)* grant opportunity released by the Community Access Enterprise in partnership with the Colorado Energy Office. There is \$4 million in funding available this fiscal year, and CAE/CEO anticipates “making between one to four awards, depending on individual grant amounts, for this round.” Tentatively, the Town plans to ask for 95% operating funds to cover the next three years of the program. The approximate date for notifications of awards is anticipated around October 31, 2024.

Total ridership through 9/1/2024: **23,561 trips**

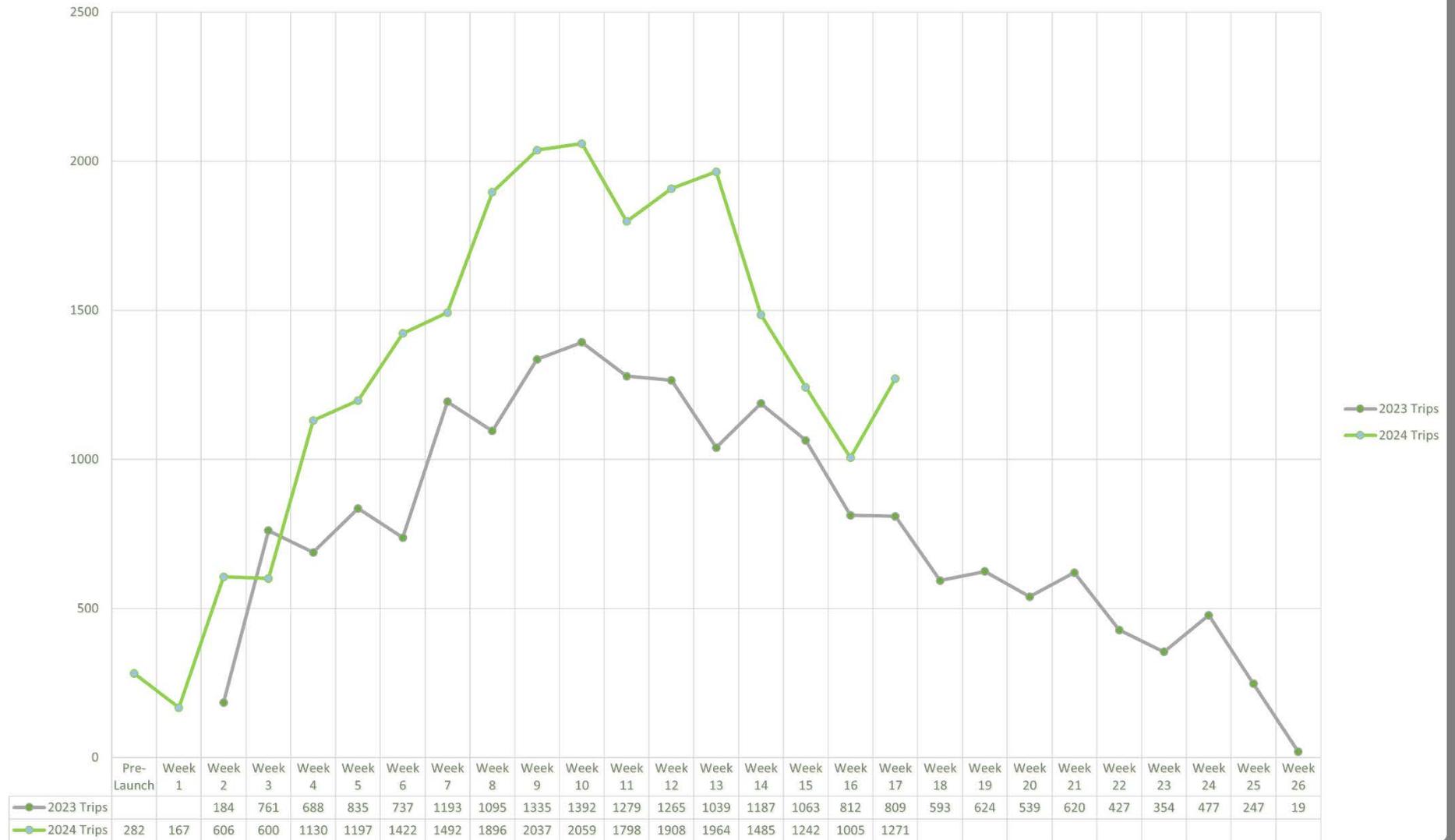
Average Trip Distance: 1.48 miles

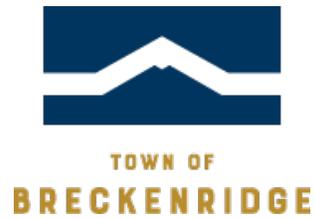
Average Trip Length: 15.8 minutes

Week	2023 Trips	2024 Trips	% Change	2023 Dates	2024 Dates
<i>Pre-Launch</i>		282			5/1 - 5/5*
<i>Week 1</i>		167			5/6 - 5/12
<i>Week 2</i>	184	606	229%	5/19 - 5/21*	5/13 - 5/19
<i>Week 3</i>	761	600	-21%	5/22 - 5/28	5/20 - 5/26
<i>Week 4</i>	688	1130	64%	5/29 - 6/4	5/27 - 6/2
<i>Week 5</i>	835	1197	43%	6/5 - 6/11	6/3 - 6/9
<i>Week 6</i>	737	1422	93%	6/12 - 6/18	6/10 - 6/16
<i>Week 7</i>	1193	1492	25%	6/19 - 6/25	6/17 - 6/23
<i>Week 8</i>	1095	1896	73%	6/26 - 7/2	6/24 - 6/30
<i>Week 9</i>	1335	2037	53%	7/3 - 7/9	7/1 - 7/7
<i>Week 10</i>	1392	2059	48%	7/10 - 7/16	7/8 - 7/14
<i>Week 11</i>	1279	1798	41%	7/17 - 7/23	7/15 - 7/21
<i>Week 12</i>	1265	1908	51%	7/24 - 7/30	7/22 - 7/28
<i>Week 13</i>	1039	1964	89%	7/31 - 8/6	7/29 - 8/4
<i>Week 14</i>	1187	1485	25%	8/7 - 8/13	8/5 - 8/11
<i>Week 15</i>	1063	1242	17%	8/14 - 8/20	8/12 - 8/18
<i>Week 16</i>	812	1005	24%	8/21 - 8/27	8/19 - 8/25
<i>Week 17</i>	809	1271	57%	8/28 - 9/3	8/26 - 9/1

*Not full 7-day weeks

Breck E-Ride Ridership





Memo

To: Town Council
 From: Sustainability Staff
 Date: 9/10/24
 Subject: Sustainability Update

Materials Management

Material Management Fee

In 2022, the Town Council adopted ordinance 36-22, an ordinance amending section 5-6-10 of the Town Code to establish a regulatory fee in connection with the commercial materials management program. Worksessions were held with Council on September 6, 2022, October 25, 2022, and had public hearings on November 22, 2022 and December 13, 2022. The fee supports the administration, operations and maintenance costs of the ten commercial shared enclosures. Over 240 businesses in the downtown core have access to trash, recycling, and glass 24/7. This puts tremendous strain on the facilities and requires enforcement of illegal dumping, cleanings, repairs, and occasionally hauling of materials. The fee does not include the cost of servicing trash, recycling, or glass which is paid to contractors.

Ordinance 36-22 established fees, separated into three tiers based on the type of business and use of the enclosures. After two years of implementation, staff is recommending an adjustment to the fee schedule. The recommendation is to add a Tier 4 for a multi-unit residential complex. There is only one property in the program that would qualify for Tier 4, but it is unique enough that it warrants its own category. Previously, each individual unit in the property was charged the Tier 1 rate. The proposed changes are shown in the table below.

Tier	Type	2023-2024	2025 Proposed
1	Office/Beauty/Spa, Retail ≤ 1,999 sq ft, Single residential unit	\$373.52	\$383.33
2	Cafes, Restaurants + Bars ≤ 1,999 sq ft, Retail ≥ 2,000 sq ft	\$759.04	\$766.67
3	Restaurants + Bars ≥ 2,000 sq ft, Grocery	\$1138.55	\$1150
4	Multi-Unit Residential Complex	NA	\$4600

Staff is seeking Council's direction to include this amended fee schedule in the 2025 budget ordinance.

Recycling Education

HC3 continues to support recycling education for the Town with robust funding from Strong Future and Summit County Government. So as not to duplicate efforts, Town staff rely on HC3's education programs and marketing outreach for specific messaging. The Town's communications department reposts and supports outreach with marketing materials developed by HC3.

August saw a continuation of Oops tagging and Stump the Recyclers Events. HC3 is beginning to see some outcomes of the education as end of summer approaches; repeat recyclers are grasping recycling rules and expressing a greater level of

understanding when engaged. A precise score for the decrease in contamination for the full summer will be computed in October. Below is HC3's report on August for their two point-of-disposal education programs.

Stump the Recycling experts (Drop Off Centers):

- Reach: 224 people (687 YTD)
- Food Scrap signups: 3 people (12 YTD)
- Common questions and concerns:
 - Clamshells: This is always ongoing.
 - Producer responsibility: we also occasionally get asked about why producers can use clamshells to package goods even though that packaging is not recyclable.
 - We use both opportunities to encourage them to select goods packaged in recyclable materials when possible, or to avoid purchasing those goods if those goods are unnecessary.

Oops Tags (Curbside Recycling)

- Routes tagged: 7 (32 YTD)
- Bins tagged: 250 (1,424 YTD)
- Average chance of contaminants appearing in a bin: 15%
- Common contaminants:
 - Clamshells
 - Plastic containers
 - Cartons (recyclable only at drop centers)
 - Plastic and paper disposable cups
- Observations:
 - Though not calculated yet, we have begun encountering bins that were contaminated at the beginning of the summer and are now clean.
 - Bins with a longer history of being tagged are very clean.
 - These recyclers recycle *all* accepted materials.
 - Recyclers who are disappointed by not be able to recycle as much as they thought at first seem risk averse.
 - For example, some recycling bins have exclusively cardboard.

Bottle to Bottle Glass Education

Glass has not been accepted in single stream recycling since 2015 in Summit County. HC3's glass outreach includes the following:

For ads and quick public messaging we talk about how glass is endlessly recyclable and focus on how to recycle it properly, for example in this video with [Carol Saade, which was hugely popular](#). Once people get...[to] the [glass page](#) (where our digital ads point) or [Eartha](#) (linked from our newsletter or social media), we'll start to talk more deeply about how glass is infinitely recyclable and explain that their glass bottles are recycled into new glass bottles right here in Colorado.

Simply because we know how important this is, glass is a message that we've continued to update regularly over the past few years (from [graphics-only shorts](#) and print ads) to more engaging content with real people (like the video with Carol). These ads continue to drive incredible traffic to our site and glass remains a top-visited page.

HC3 has shared their assets with the Town's communication department to include in newsletters, social, and other outreach channels.

E-Delivery Program

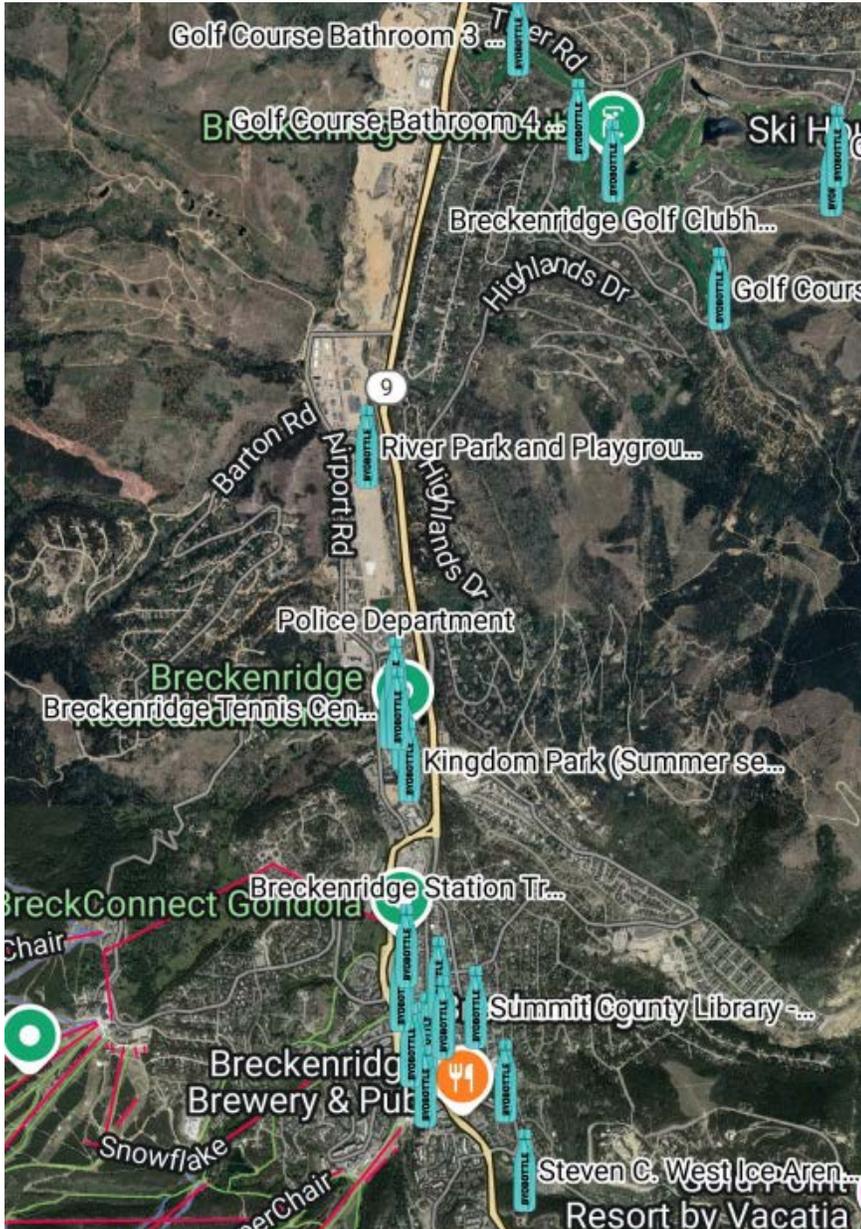
Department of Revenue (DOR) completed an initial physical inspection of the dock on 8/26 and is compiling their report. Town and 106West staff have continued to meet with DOR officials to work through the permitting for liquor deliveries under this new model, and liquor deliveries may be delayed by a few weeks while we work through this process. The dock received final state

approval for the prefabricated office trailer, electrical, and is awaiting final building inspection. 106West has been continuing their staff training by working alongside participating distributors with deliveries into restaurants. 106West will commence delivering goods as soon as all required inspections/licensing have been completed.

Water

Unified Watering Schedules

Staff is hosting a Dark Sky and Unified Watering Schedule webinar for the Highlands HOAs on Monday, September 9th. The invite was pushed out via the HOAs' property management companies. As this is the end of the irrigation season, the message will be on adjustments to next year's watering days and the irrigation assessment program.



Quench Buggies

Staff has completed our internal SOP for deployment and storage of the Quench Buggies. A map will be included in SEPA applications to direct event producers to specified locations where they can be deployed. These locations have been identified based on water and electricity availability. Staff will not deploy stations in locations not already identified on the map or in locations where duplicate water stations already exist unless a need can be demonstrated (see section below). Both Quench Buggies will be deployed at Oktoberfest. Look for them at Blue River Plaza and in front of Whiskey Star.

Permanent Water Refill Stations

Below is a snapshot of the core of town as well as a list of water refill stations available to the public. Staff is working with the BTO to include a survey question in the DMMO newsletter to seek private stations that are accessible to the public and can be included in this map. This link is used by the Welcome Center and informs the water refill stations that are included in the B Like Breckenridge guest app.

[BYO Bottle - Google My Maps](#)

I) CALL TO ORDER

Nikki LaRochelle called the August 19th, 2024, regular meeting of BOSAC to order at 5:36 pm. Other members of BOSAC present included David Rossi, Bobbie Zanca, Matt Powers, Krysten Joyce, and Town Council liaison Jay Beckerman. Chris Tennal was absent. Staff members present included Mark Truckey, Tony Overlock, Duke Barlow, Julia Puester, and Alex Stach. Larissa O’Neil and Larry Crispell from Breckenridge History were present. There were no virtual attendees. Katherine King from Summit County Open Space & Trails was present. Members of the public present included: Ben Brewer, Doozie Martin, Wayne Haley, Jeffery Bergeron, and Ellen Hollinshead.

II) APPROVAL OF MINUTES

A) BOSAC REGULAR MEETING – July 17th, 2024

The minutes were approved as presented.

III) PUBLIC COMMENT

Mr. Bergeron: “We just wanted to say that we think the new Ellie’s Features trail is awesome! We’d encourage further critical edge work, which we know is planned but it’s a really nice addition to the network.”

Mr. Martin introduced himself as the executive director of the Friends of Dillon Ranger District. He thanked the Town of Breckenridge’s Open Space & Trails Program and BOSAC for their support throughout the town grant cycle. Mr. Martin highlighted the program's growth, which had over 1000 volunteers participate in around 60 projects in 2023 and a continued focus on education and youth programming.

IV) OFFICER ELECTIONS

Nikki LaRochelle was nominated for BOSAC Chair by Krysten Joyce and David Rossi seconded that motion. All BOSAC members voted in favor of Mrs. LaRochelle.

BOSAC Chair: Nikki LaRochelle (all in favor 6/0)

David Rossi was nominated for BOSAC Vice-Chair by Bobbi Zanca. Krysten Joyce seconded the motion. All BOSAC members voted in favor of Mr. Rossi.

BOSAC Vice-Chair: David Rossi (all in favor 6/0)

BOSAC also welcomed Matt Powers as the newest committee member.

V) STAFF SUMMARY

A) FIELD SEASON UPDATE

B) FRIENDS OF BRECKENRIDGE TRAILS

Ms. Joyce and Mr. Beckerman asked about the status of the Nightmare on Baldy reroute. Mr. Overlock replied that we would begin maintenance in the upcoming weeks and the reroute of the first ~50 yards. The reroute alignment has been flagged and the work will be completed through either a volunteer effort or by OST staff/a contractor, ideally before the end of the season.

C) SAFE PASSAGES LETTER OF ENDORSEMENT

D) XCEL / B&B RESTORATION

E) FRENCH GULCH WATER TREATMENT PLAN UPDATE

F) CLYDE LODGE IGA

G) TRAILS PLAN UPDATE

Mrs. Zanca was curious about the terminology referencing a “hiking pod” at Little Mountain. Mr. Barlow explained he saw the potential for a number of hiking-specific trails in the area of the Little Mountain Trail because we now own the land surrounding it and there is already an established hiking-only trail.

H) SIGNAGE WORKPLAN UPDATE

I) REILING ADA PARKING

J) SWAN RIVER – REACH B RESTORATION

Mrs. Zanca asked about the site visit to Reach B with Summit County Open Space & Trails. It is still scheduled for September 4th at 4 PM.

K) MCCAIN NAMING PROCESS

Ms. Joyce asked about the status of the McCain parcel. Mr. Barlow replied that the Town is working with the Keystone Policy Center to gather information regarding the history of the Indigenous Ute peoples that once resided in what is now Summit County. We will continue to update BOSAC on this process going forward.

VI) OPEN SPACE DISCUSSION

Breckenridge History 2025 Capital Projects Presentation

Larissa O’Neil and Larry Crispell presented on Breckenridge History’s 2025 Capital Projects

Breckenridge History (BH) plans to focus on restoring several historical sites in the coming year that rose to the top of their Board of Directors list of priorities based on the organization’s Management Plan. Their list of projects includes:

- 1) Reiling Dredge Punt
- 2) Reliance Dredge
- 3) Preston Townsite
- 4) Laurium Mine
- 5) Minnie Mine Machine Shop

The remainder of the presentation focused on the Minnie Mine Machine Shop. Mr. Crispell explained the historical significance of the site and the physical dimensions of both the historical structure and the proposed restoration project. The restoration work would preserve the original structure and take advantage of the components still on site, while also addressing the hillside retention issue. There was a discussion between BOSAC and Breckenridge History

on the potential programming and interpretive messaging to be included as an aspect of the project.

Mr. Truckey asked about the direction of Breckenridge History's proposed projects, pointing out that most previous projects were focused stabilization of existing structures. He asked how the BH Board of Directors feels about this new direction and if the construction of new structures fits into the program's wheelhouse.

Mr. Crispell replied that there is a wide spectrum of projects to be considered by the organization. He stated BH has "taken care of a lot of the low-hanging fruit" and that materials in the debris pile are still valid for use. He also stated the structure still has some of its original frame and hasn't completely collapsed, so it wouldn't necessarily be a completely new construction.

Mr. Beckerman shared some concerns that trail users could have their experience impacted, but overall is in support of this project and BH's mission. He feels the potential results compared to the existing conditions are spectacular and that moving the potential project 30 feet away from the trail would be a good thing. Mrs. Zanca was in support and said she was excited to see this happen. "Such an interesting story to tell – looking forward to the interpretive signage!" Mr. Rossi was also in support and echoed the statements of Mr. Beckerman and Mrs. Zanca.

Ms. Joyce was in support. She said she feels there is a sense of urgency and a narrow window to save a lot of these structures. Mr. Powers agreed with previous sentiments. "French Gulch is now a destination... family-oriented and a destination in the network." Mr. Powers also was concerned about some of Mr. Beckerman's comments when it came to the trail interface.

Mrs. LaRochelle asked how this project would specifically interact with the trail itself. Mr. Overlock replied that we'd work with BH and make sure to communicate our messaging when it comes to safety and trail width. "We could sign this in a number of ways to assist BH with safety concerns and the interaction with the Minnie Mine Trail" Mrs. LaRochelle was also slightly concerned with promoting to additional visitor traffic to the French Gulch. Mr. Powers stated he agreed that was a concern, but the issue of overuse already exists, and we should manage the area to the best of our ability. Ms. Joyce wanted to make sure both OST and BH's Master Plans would work together on these projects going forward. Mr. Rossi agreed and shared some ideas on how to manage that use with transit.

Mr. Powers brought up the price of the project to which Mrs. O'Neil explained that there was some disparity in cost "between some of our other projects and this one." Mrs. O'Neil also explained that there is "no established protocol when OST contributes to BH projects and that they are grateful for any amount the commission would recommend to us."

Mr. Truckey suggested that BOSAC hold off on deciding on a number in terms of financial support at this particular meeting. Mr. Truckey stated that we haven't heard from the Town Council and our partners at OSAC yet and that it might be a good idea to circle back on this decision at a future meeting. BOSAC Chair Mrs. LaRochelle and the other members of BOSAC agreed on that protocol.

Open Space & Trails Pro Forma

Mr. Truckey presented on the OST Pro Forma, highlighting the fund balance and projected expenses over the next five years.

The budget includes revenues from sales tax, TDRs, grants, and interest, as well as expenditures on personnel, materials, and capital projects. There was a discussion between OST staff and BOSAC on the allocation of funds for various projects and the potential for future acquisitions and trail projects.

Mrs. Joyce asked about the transfer line item regarding the McCain parcel and if it was related to the rec. path, OST purposes, or the proposed parking area. Mr. Truckey explained it could be used for a number of different things at the McCain parcel, although we have the option of just using the regular Open Space Fund for those items. Mr. Truckey stated that particular line item is a placeholder and will help us plan for what we want to do in the future. Mrs. LaRochelle was curious if we make any profit off of the Wellington Water Plant to which Mr. Truckey replied that we used to, but the cadmium and zinc are now just sent to a landfill.

Transferable Development Rights Discussion

Mr. Truckey presented on Transferable Development Rights.

He explained the program, its history, and its role in preserving open space and managing development throughout Summit County. The concept of the program involves stripping density from backcountry land and transferring it to more urban areas, with the county administering the bank. There was a discussion between OST staff and BOSAC on the value of TRDs and their impact on development in the basin, including the inclusion of wetland lots in the program.

Land use related, but not entirely pertinent. One basin = plan as a whole and protect the resources. Let's not overwhelm the system. No additional development aside from what is zoned. You can't upzone to create more density unless you bring it from somewhere else.

Ms. Joyce asked what would happen if the Open Space program wanted to sell a backcountry property (that's already been stripped of its TDR) to a private developer in the future. Mr. Truckey explained that the OST program does do that via land trades with the Forest Service.

Directional and Single-Use Trails Discussion & Slalom Designation

Mr. Overlock presented briefly on the Slalom Trail, provided a background of how the trail has changed over the past 10-15 years, and how OST Staff would like to address user safety on this trail. Mr. Overlock provided some examples of single-use trails within our network and explained how the shared-use uphill routes have been successful in reducing conflicts between the two user groups (hikers and bikers). Mr. Overlock also talked about some of the alternative routes for climbing in this area aside from Slalom, highlighting the new Ellie's Features Trail and the potential future connection between Little Corporal and Upper Flume. Finally, Mr. Overlock mentioned that the Summit County Open Space & Trails Advisory Council discussed this issue last week and approved the designation of "downhill recommend" for this trail. BOSAC and OST Staff discussed the concept of single-use trails and their efficiency more generally.

Mr. Rossi asked about the Peabody Placer Forest Health Project and if there was any opportunity to utilize the clear-cut. Mr. Overlock replied that we would consider that area for the Upper Flume to Little Corporal connection and potentially a reroute of the Middle Flume trail as well. Mr. Rossi was also curious about the Special Use Authorization (SUA) with the Forest Service and how that played in role in the designation. Mr. Overlock replied that the SUA allows us to designate trails as recommended, but not downhill only. Mr. Powers stated that he felt the pods of single-use trails and climbing trails work really well together because of the proximity of ascending and descending routes. Mrs. Zanca stated that OST Staff creates something that is clearly meant for biking only, we need to have a place for the hikers who may have been using the trail previously.

Mr. Beckerman brought up that Slalom was listed as a climbing route on a number of different web pages and recommended routes, which should be corrected. Mr. Beckerman stated he was a “proponent of directional trails as long as it eliminates the possibility of an odd/even day management practice in the Front Range. Mrs. LaRochelle asked about the ETA of submitting new trail proposals through the NEPA process. Mr. Overlock replied it’s really all up to the Forest Service and their staff availability. Mr. Truckey chimed in that we typically package multiple trails into one proposal for efficiency purposes.

Mrs. Zanca questioned if creating single-use trails is equitable and that it felt a bit unfair to have to share the uphill trail with climbing bikers. Mr. Overlock replied he understood that frustration, but that this would address a lot of the safety issues on this particular trail. Mr. Bergeron echoed some of Mrs. Zanca’s sentiments and said that the creation of features – jumps, berms, and tables – creates an attractive nuisance. Mr. Bergeron reminded BOSAC and staff that each time you designate a trail as downhill recommended, you end up with another trail construction that could impact wildlife and user experience. Mr. Bergeron also stressed the importance of improved signage warning both user groups of the presence of the other.

Mr. Powers felt that Slalom should be recommended for downhill travel. Ms. Joyce agreed. Mr. Rossi felt the same – “it’s a safety concern for me. Increase the signage and include messaging to expect foot traffic.” Mrs. Zanca was not in favor of recommending Slalom for downhill travel until there is an alternative route for hikers. Mr. Beckerman echoed some of the statements made by Mr. Bergeron and Mrs. Zanca, and that he felt it wasn’t appropriate to designate the trail downhill until additional uphill alternatives were provided.

The vote to designate the Slalom trail to downhill recommended passed with 4 votes yes to 2 votes no.

Council Matters Related to Open Space Topics

Mr. Beckerman brought up the Food & Beverage Delivery Program, Block 11, Vistra Verde & Stables Housing, music at the Riverwalk Center, the success of the Breckenridge e-bike program, Natural Healing Centers, and New Year’s Eve fireworks.

There was a discussion between Mr. Beckerman and the other BOSAC members about the future of the McCain parcel. Mr. Beckerman explained some of the changes regarding road construction, retention ponds, bike path realignment, and skier parking. Mr. Beckerman stated there were still some decisions to be made regarding the size/placement of the skier parking.

Other Matters Related to Open Space

N/A

VII) EXECUTIVE SESSION

Mrs. LaRochelle 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. Matt Powers seconded the motion. BOSAC went into an executive session at 7:58 PM.

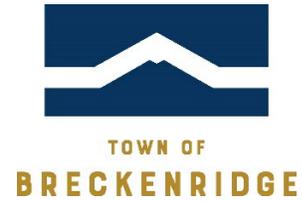
The executive session of BOSAC concluded at 8:24 PM. The participants in the executive session were Krysten Joyce, Nikki LaRochelle, Matt Powers, Bobbie Zanca, David Rossi, and Council liaison Jay Beckerman. Staff present included Duke Barlow, Tony Overlock, Mark Truckey, Scott Reid, and Alex Stach. Katherine King was present from Summit County Open Space & Trails.

VIII) ADJOURNMENT

A motion to adjourn the BOSAC meeting was made by Mrs. LaRochelle and Mr. Rossi seconded it. The August 19, 2024 regular meeting of BOSAC ended at 8:25 pm.

The next regular meeting of BOSAC is scheduled for September 16th, 2024.

Nikki LaRochelle, Chair



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Town Clerk
Date: 9/5/2024
Subject: Committee Reports

The following Committee Reports were submitted for this meeting:

- Breckenridge Social Equity Advisory Commission (August Minutes)
- Summit Stage Advisory Board

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	Flor Cruz	Included
Communications	Brooke Attebery	No Meeting/Report

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



TOWN OF
BRECKENRIDGE

Breckenridge Social Equity Advisory Commission

August 19, 2024, 7:30am

Breckenridge Town Hall
Council Chambers
150 Ski Hill Road
Breckenridge, CO

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

I. Call to Order

Chair Jordan Burns called the meeting to order at 7:33am.

Roll Call

Present: June Walters, Laurie Moroco, Jotwan Daniels, Isaura Cirillo, Carol Saade

Virtual: Jordan Burns,

Absent: Silvia Vicuna, Ujala Vatas, Tahja Grier,

Discussion/Approval of Agenda

Motion to Approve: Commissioner Walters, Seconded: Council Member Saade

Discussion/Approval of the Minutes

Motion to Approve: Commissioner Walters, Seconded: Commissioner Moroco

II. Staff Summary

i. Town Mission Statement Verbiage Change

Flor Cruz shared with the Commission a potential revision to the wording in the Town's mission statement. Town Manager, Shannon Haynes, asked Flor to gather feedback on the proposed change that would replace the word "citizen" with "community" to ensure inclusion of all types of community members. Commissioner Walters stated that the change would be wonderful. Chair Burns also liked the change and stated that that it promotes to everyone who lives in Breckenridge. Council Member Carol Saade also stated that it would be a great change, and it would align with previous initiatives from the Town. Flor Cruz also stated that this change also highlights the Town's and Commission's commitment to inclusivity and ensuring everyone can feel like they can be part of the community.

ii. Centro Recreativo Para Todos / Rec Center for All - Event Update

Flor Cruz gave a summary of the event held by the Immigration and Advocacy subcommittee on August 12, which was well-received. Thirty-seven families obtained 3-day passes to the rec center, and five families actively used the center's facilities that day. The event was a learning experience, revealing that afternoon timing and more childcare options might increase participation. The ADA compliance team also surveyed community members during the event and had great success, with over 100 responses. Notably, a few non-Spanish-speaking families who were new to the area also attended despite the event being primarily advertised in Spanish.

Council Member, Carol Saade, asked Flor if this event would be worth replicating to which Flor responded with a yes. Cruz stated that the families who attended the event benefited greatly, especially appreciating the 3-day passes, which made them feel excited about coming back. Flor believes the event is worth replicating, emphasizing the importance of continuously gathering data from participants to better tailor future events to their needs. Chair Burns also suggested trying the event on a different day of the week to reach more people. Flor also stated that the rec center suggested the next event focus on afterschool and summer camp registration. Lastly, Flor Cruz thanked Commissioner Vicuna for all her help and work during the event.

III. Presenter

Laurie Best & Darci Henning – Town Housing Update & Discussion

Laurie Best, who has managed the Town of Breckenridge's housing program for nearly 24 years, shared her experience and insights into the town's affordable housing efforts. She began in 2000 as a special project planner, initially managing 85 homes restricted to locals. Over the years, the town has increased its inventory to nearly 1,600 affordable units, including both for-sale and rental properties, ranging from studios to four-bedroom homes.

Laurie emphasized the importance of providing a variety of housing types and price points to meet the community's needs. She discussed the challenges of limited land availability and the risk of locals being priced out of the housing market. The town has addressed these challenges through a combination of new construction and programs that preserve existing neighborhoods. The upcoming project, called "Runway," will focus on home ownership and offer at least 100 units on a town-acquired property, with prices ranging from \$300,000 to \$700,000. Laurie highlighted the significance of providing opportunities for residents to move from rental to ownership as the Town has been focusing on rental properties over the past 5 years. Laurie also expressed enthusiasm to ensure that housing meets the needs of residents, recognizing that stable housing is fundamental to community well-being.

Commissioner Walters asked about rent raises and how they were monitored and updated to ensure income requirements were also updated. Laurie discussed the complexities of building affordable housing, emphasizing that no single model fits all situations. It requires various partnerships to bridge the funding gap between construction costs. The town relies heavily on a dedicated sales tax for funding, supplemented by partnerships with private developers and grants, while generally avoiding federal funds due to the restrictive conditions they often impose. Laurie also highlighted the challenge of managing rent increases, which are necessary to cover rising costs like utilities and insurance, while striving to keep these increases as minimal as possible. Some projects like Vista Verde, the town owns the land but not the apartments, which limits their control.

Laurie also stated that the rise in HUD's Area Median Income (AMI) data, which has increased by 10% annually over the past two years, is a challenge for our community. While HUD's AMI is used to determine community income levels, there's concern about whether this reflects the actual income growth of local residents. Laurie acknowledged the need for ongoing efforts to work closely with developers and apartment operators to ensure that rents remain affordable for tenants.

Commissioner Cirillo asked if affordable housing was accessible to all community members regardless of immigration status to which Laurie answered yes. Laurie stated that FIRC helps a lot of the potential buyers with the financing process and lenders like FirstBank and Alpine bank both offer programs for individuals with Individual Taxpayer Identification Numbers. Commissioner Cirillo stated that this part of our community struggles the most with housing, but they are the backbone of our Town workforce. Flor Cruz added that although lenders provide financing, they require a 25% down payment for such individuals rather than the average 3% - 10%. Council Member Carol Saade suggested that a on local down payment assistance program might be helpful.

Carol also acknowledged the work the Housing Division has done with outreach and ensuring all community members received information about Town housing projects. Laurie emphasized the importance of collaborating with community partners to ensure that the Town reaches those who can benefit most. Before launching new projects, Laurie and her team consult with organizations like FIRC and Mountain Dreamers who already have a relationship and connections with the families in the community.

Darci Henning highlighted the "Housing Helps" program as a pathway to homeownership, particularly for those who struggle with the financing challenges of a 25% down payment. The program allows buyers to use funds for up to 25-30% of the purchase price, making it easier to buy a home. However, it only applies to market homes, not those already deed-restricted. The program is versatile, covering various types of homes, including condos. Darci also noted that the program could benefit from more advertising in Spanish and other languages, and long-term Spanish-speaking renters have already successfully used the program to purchase homes.

Council Member Carol Saade asked the Commission to provide feedback on the composition of units for the Runway project. Laurie stated that the Town is currently thinking about more single-family homes and duplexes but could consider multifamily units or townhomes to meet the high demand. Laurie also noted that the neighborhood may include two- and three-bedroom units, with the possibility of adding accessory dwelling units (ADUs) to the single-family homes. These ADUs could serve as affordable workforce rental units and help homeowners generate income to offset their mortgage costs. Chair burns added that the opportunity to purchase a house would be nice for families who have been surrounded by roommates and are ready to live on their own.

Commissioner Moroco asked if there was a plan for infrastructure updates on Airport Road to address the increase in density. Laurie stated that there is significant upgrade to Airport Road, included in the Town's Capital Improvement Plan for 2026-2027. This upgrade will address increased population in that area and include enhancements such as sidewalks, improved drainage, turn lanes, and better traffic management.

i. Yesenia Silva Estrada – Bell Policy Center Housing Research

Yesenia expressed enthusiasm about the Commission's work and provided an update on a research project aimed to address affordable housing issues in Colorado's Central Mountain region. This project seeks to create an equity-focused blueprint to tackle the affordable housing crisis and provide information for the decision makers and legislators across the state.

The research involves interviewing housing authorities across the region and collecting community data through surveys and focus groups. Preliminary findings indicate significant income discrepancies and challenges in the Latino community, especially the undocumented population. The research has also revealed gaps in federal data like the U.S. Census and income thresholds that do not accurately represent our community population. Yesenia also mentioned that this research could provide valuable insights to guide legislators and housing authorities on how to better align income thresholds with the specific needs in Colorado's Central Mountain region.

Yesenia highlighted that many community members face significant challenges in navigating the administrative processes required to access affordable housing. These challenges are heightened by a lack of education and financial literacy, which are crucial for economic mobility and home ownership. As a result, individuals often rely on informal support from outside parties to navigate these processes.

Commissioner Cirillo asked Yesenia how the research would represent other minority community members who maybe spoke another language besides Spanish and were still greatly affected by the housing crisis. Yesenia emphasized that while they did not intentionally exclude other communities, the primary focus was on Latinos due to their significant presence in the Central Mountain Region and has been under-researched from a regional perspective. Yesenia also acknowledged that other communities also deserve inclusion and should be part of the equity work. She hopes that this research will encourage the different communities to lead with equity first and include community voice at the beginning. Yesenia also discussed the importance of conducting community outreach with an equity perspective, focusing on culturally and linguistically relevant communication methods, and properly assessing the housing projects by understanding who is benefiting from them.

Commissioner Cirillo emphasized the significance of educating the community about this research and ensuring they understand its importance and potential impact. Yesenia stated that the research group is also considering accountability and has found that there could be room for regulatory components to ensure language accessibility and education are part of housing projects. Yesenia also mentioned that she hopes to present the research findings in a webinar to decision-makers and legislators in mid-November and encourages the Commission to share the community survey. Yesenia also offered to return and present specific findings from the research, especially those related to Summit County.

IV. Social Equity Discussion

I. Land Acknowledgement Discussion

Commissioner Walters expressed her excitement to have Ernest House and highlighted that this work will take time and commitment. She also informed the Commission about the Annual

Southern Ute Tribal Fair on September 6th in Ignacio Colorado which could be a great opportunity to experience the Ute culture. June also stated that at some point in the future it would be good to return to Tribal Lands to meet with the Tribal Council and Elders to start building relationships.

Chair Burns also expressed his excitement about deepening the relationship with those who have been on the land long before us. He emphasized the importance of learning from this community and fostering a connection that honors their presence and history. Burns also highlighted the importance of taking concrete actions to build trust rather than just seeking approval for initiatives.

II. CMC Mini Grant Request

Chair Burns introduced the first BSEAC Grant request from CMC who has been working with the Immigration and Advocacy Subcommittee on hosting the Mexican Consulate. He highlighted the value this initiative would bring to local community members from Mexican origin who could obtain passports and other identification documents. The Commission voted unanimously to approve the grant.

III. Subcommittee Updates

*Celebrate Diversity / Community Outreach & Engagement /Community Education & Influence
Immigration Rights and Advocacy
Civic Engagement*

Commissioner Daniels mentioned receiving an email from the South Branch Library about opportunities to volunteer and support youth in their after-school programs. He stated that this could be a good opportunity for the Commission to not only be visible but also to give back, particularly to the younger members of the community. Daniels plan to follow up on this lead.

V. Upcoming Council Items

Deputy Town Manager Reid asked the Commission if they had any questions on the upcoming council items from the agenda packet. Council Member Carol Saade also emphasized her availability as a resource for further discussion on any council items outside of the meeting.

VI. Upcoming Agenda Topics

Chair Burns notified the Commission of a typo on the agenda. Flor Cruz will update and correct.

VII. Other Matters

VIII. Public Comment (Non-Agenda Items)

There was no public comment.

Chair Burns adjourned the meeting at 8:57am.

Summit Stage
August 28th, 2024
Transit Board Meeting

Notes from current meeting:

- Recruiting for 5 drivers to cover all shifts, but 12 more are needed to cover vacations and FML/Workers Comp/Short Term Disability
- Switch to winter service planned for November 17th
- Microtransit contract is in final approval stages and contractor is working through their recommendations for which areas to initially roll the pilot out
 - The contractor (Via) is optimistic they can be ready by Thanksgiving for service in the pilot areas. Work is being done around hiring, housing, and fleet procurement
- An updated RTA one-sheeter is attached in the packet
 - Creation of an MOU is the current next step, with a goal of this October to have it ready for signatures from interested parties.
 - It is estimated that the initial cost to stand up the RTA is around \$325k, which can be funded by the current Transit Fund or by the interested parties signed on to the MOU



TRANSIT DEPARTMENT

970.668.0999 ph | 970.668.4165 f
www.SummitStage.com

0222 County Shops Rd. | PO Box 2179
Frisco, CO 80443

AGENDA

Summit County Transit Board Meeting

8:15am Wednesday, August 28th, 2024

In Person at the Senior Center, Loveland Room, 83 Nancy’s Place Frisco, CO 80443

Breakfast Items Provided

I. Welcome and Introductions

II. Approval of Minutes

Motion ___ 2nd ___ Approved ___ Rejected ___

III. Agenda Changes

Motion ___ 2nd ___ Approved ___ Rejected ___

IV. Recognition of Guests and Public Comment

V. Monthly Update Items

- a. Financial Report and Sales Tax Information (Chris Lubbers) 5 minutes
- b. Operations Report (George Zachos) 10 minutes
- c. Planning Update (Ann Findley) 15 minutes
 - i. Winter Schedule Progress Report
 - ii. Microtransit Progress Report

VI. Agenda Items

- a. Update on Projects and Grants (Chris Lubbers) 5 minutes
- b. RTA Quick Briefing (Chris Lubbers) 3 minutes

VII. Adjournment

Motion ___ 2nd ___ Approved ___ Rejected ___

Summit County Regional Transportation Authority Formation Process

RTA Formation
Committee

Summit County

Town of Breckenridge

Town of Frisco

Town of Silverthorne

Town of Dillon

Town of Keystone

About the Summit County RTA:

The proposed Summit County Regional Transportation Authority (RTA) formation process is a collaboration between the County, the towns and others including the Blue River Valley’s business community to discuss the viability of formally working together to fund and provide comprehensive transportation services to the residents, businesses and visitors across our community.

- RTA process will engage stakeholders – including metro districts, business groups, local employers and employees, nonprofits and community members – to identify the region’s top transportation needs.
- Stakeholders will discuss how a RTA can provide transit and mobility services to meet the workforce, economic and climate goals of our communities.

Regional Collaboration:

This process began in response to the Transit Equity and Access Study and business leaders wanting better solutions for employees and visitors. Similar areas in Colorado, including the Roaring Fork Valley and Eagle County, have used RTAs and regional cooperation to fund transit needs and improve their transportation services for local users and visitors.

- Now is the time for Summit County to work toward collaborative solutions that will increase transit and transportation options, while helping employees get to work safely and visitors to enjoy their Summit County experience.
- Member jurisdictions may decide to ask voters in November 2026 to formally approve the RTA and allow it to have funding through a dedicated tax.

Benefits of RTAs:

A Regional Transportation Authority will consider many upgrades to the valley’s transportation, transit and mobility options. Below are some of the initial benefits and considerations:

- Stable funding - sales tax, mill levies and bonds
- Funding for transportation, roads, bridges and building projects
- Collaborative, regional transportation across jurisdictions and counties as well as connections to other transit systems statewide
- May also create local improvement districts to finance system improvements
- Better frequency and convenience for transit routes
- Support for multiple modes of mobility including microtransit, biking, etc.
- First/last mile connections for underserved neighborhoods
- Climate action goals, including electric busses, increased ridership and car trip reduction

RTA Formation:

Establishing an RTA is a formal process set forth in state statute. Over the next year, Formation Committee and Technical Committee members representing Summit County and the towns and metro districts that want to be part of the RTA will work through the legal, financial and technical details of creating and funding a RTA with the goal of crafting an agreement that can gain broad acceptance from the community.

- As a component of this process, community engagement and outreach will ensure that the final agreement reflects the needs and interests of our community.
- RTA members may decide to ask voters in November 2026 to formally approve the RTA and allow it to have funding through a dedicated tax.
- As the RTA process begins, we are looking forward to working collaboratively across our community to plan for, develop, and fund effective transportation solutions that will strengthen our local economy and improve our quality of life.

Memorandum of Understanding (MOU):

The first steps in the RTA formation process have already begun and the adoption of a Memorandum of Understanding by the participating local governments will be essential. Specifically, the MOU:

- Adopted by Summit County and the towns of Breckenridge, Frisco, Silverthorne, Dillon and Keystone in September and October of 2024.
- Sets goals, tasks and leadership for RTA formation discussions with local governments, employers, nonprofits, the public and other key stakeholders.
- Creates a public process that will provide numerous points for input and engagement. The process will include public meetings, updates to the BOCC, councils and boards, and a web site with materials available for review.

RTA Planning Goals:

The potential RTA will be focused on regional collaboration and resource sharing to address the following transit goals:

- Enhancing transit service and increase ridership
- Creating broader multimodal integration across the county and region
- Developing administrative and operational efficiencies across the region's transit agencies
- Exploring the ability to expand in the future to areas like Lake, Park and Grand Counties as well as interconnections with neighboring transit systems



TRANSIT DEPARTMENT

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SUMMIT COUNTY TRANSIT BOARD ANNUAL RETREAT MEETING

Wednesday, July 31, 2024, 8:15 a.m.

SUMMARY MINUTES

I. CALL TO ORDER

The annual retreat meeting of the Summit County Transit Board on Wednesday, July 31, 2024, was called to order by Matt Hulsey, Chair at 8:15 a.m.

II. ROLL CALL

Board Members present and answered to the roll call were:

Matt Hulsey Chair – Town of Breckenridge
Andy Atencio – Summit County
Becky Bowers (remotely) - Upper Blue Basin (At Large Member)
John Crone – Town of Keystone
Tom Daugherty – Town of Silverthorne
Candace De - Ten Mile Basin (At Large Member)
Katrina Doerfler - Lower Blue Basin (At Large Member)
Tyler Fielder – Breckenridge Ski Resort
Kyle Hendricks – Town of Dillon
Brayden Hicks – Keystone Ski Resort
Susan Juergensmeier – Snake River Basin (At Large)
Eric Mamula – Summit County
Chris McGinnis (remotely) – Town of Frisco

Guests present: Miriam Garcia, Mountain Dreamers, Summit Cove; Tom Koehler, (remotely) Silverthorne.

Staff present: Chris Lubbers, Transit Director; Ann Findley, Planner; Tracy Colvin and Vivian Pershing, Admin.

III. APPROVAL OF MINUTES AND AGENDA

The minutes from the June 26, 2024, Summit County Transit Board monthly meeting and July 31, 2024 annual retreat meeting agenda were reviewed. Tom Daugherty moved to approve the minutes, second by Katrina Doerfler. Tom Daugherty moved to approve the agenda, second by Candace De. Motions carried.

IV. RECOGNITION OF GUESTS AND PUBLIC COMMENTS

Guests were recognized and welcomed. Comments of a recent reduction of shuttle service with SP-plus in the Swan Meadow Village area was discussed with hopes of a solution as additional drivers are scheduled.

V. MONTHLY UPDATE ITEMS

A. Financial Report

Mr. Lubbers discussed the Transit Financial Summary and Budget Report in detail, regarding current

revenue, labor, administration/office, capital and fleet replacement, operation and maintenance, safety, training and recognition along with beginning and ending fund balances. A budget statement of current and previous year operating revenue and expenses for expended year-to-date to June 30, 2024 and available budget percentages were given. Financial Report was approved. Mr. Lubbers reviewed the progress being made on the employee housing 8-unit renovation at Little Beaver Trail in Dillon. He also updated the Board on progress of the Transit Fleet Charging and Operations Facility in Frisco and Swan Meadow Village Bus Station.

B. Operations and Maintenance Reports

Mr. Lubbers discussed the Transit Operations Summary in detail, focusing on current fixed-route passenger counts, and ridership changes by route, comparing fixed route hourly service in 2023 to half-hourly service in 2024 with a 3% increase in June 2024, primarily in Silverthorne and Wildercrest Loop, Lake and Park County Commuter and Breckenridge/Boreas Pass Loop and Frisco routes. Guests per hour were 16-32 for Town-to-Town routes, 12.4 average for Town-to-Resort routes, 5-16 for Residential routes and 7.7 average for Commuter routes. Mountain Mobility/Para Transit guests have increased 11% since 2023. Bus operator staffing, training, recruiting efforts, and safety metrics were discussed. Maintenance technician staffing, work orders, bus and para transit availability, in and out of contract availability percentages, warranty issues, road calls, costs, preventative maintenance, bus performance (bus mileage and age), parts availability and budget impact were reviewed. The Operations and Maintenance Reports were approved unanimously by the board present.

C. Transit Work Session Discussion

Ann Findley checked progress regarding improvement suggestions with the 2021 Equity and Access Study. Transit to Trails signboard connections with QR codes have been tested and all are working successfully with many downloads. Handouts were given of the Summit County trifold of resources for visitors and residents as a community informational card from Human Services, Public Health and Sheriff's Office' Smart Team with phone and websites. An update of possible route improvements of a Swan Mountain X-Flyer and time connection enhancements for the Fairplay and Blue River commuter route was discussed. Via was awarded as the micro transit operator with a pilot program of three community zones and one possibly begun by Thanksgiving this year. Demographics, tourism and population are considered in the zones affecting the greatest number of residents including the underserved. It appears micro transit could someday replace fixed routes after midnight. An informational flyer will be available for members to give or send to fellow community council members. Mr. Lubbers reviewed an RTA establishment and the scope bringing growth in ridership. Informal meetings have occurred and a subcommittee will be formed to discuss the process with a political consultant for the Nov. 2026 election. It would bring a broader view of resources for Summit County to include roads, bridges and improvement districts.

VI. ADJOURNMENT

The meeting was adjourned at 12:12 p.m.

Summit Stage Operations Report
August 28, 2024, Transit Board Meeting

Operations Summary

- ❖ We have 2 operators in training
- ❖ We have offers of employment to 5 prospective operators to be hired
 - 3 of these should start on the 9th of September NEO
 - Next NEO will be in October
- ❖ We currently have 58 drivers to cover 57 full time shifts
- ❖ We have 4 operators currently on FMLA (2 intermittent)
- ❖ 20 OT shifts are needed to cover the latest schedule for the first week of September
- ❖ We are continuing to recruit new operators to staff for winter shifts, vacation, sick, STD, W/C, and FMLA to achieve a state of limited overtime
- ❖ Current projection for Winter 24/25 is 63 shifts
 - This will require that we hire at least 5 more operators to cover all shifts
 - Hiring 12 more operators will cover vacations and some FML/WC/STD.

Projects

- ❖ Implemented a new digital-based internal CDL training program.

SHOP REPORT

- ❖ Kevin currently is staffed up with 9 mechanics
- ❖ 100% of PMs were completed
- ❖ All bus contract availability 83%; targeting 85% to 90% according to contract

Current Year (2024)

Previous Year (2023)

ACCOUNT DESCRIPTION	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
MASS TRANSIT TAX	(19,300,000)	(9,986,616)	(9,313,384)	52%	(19,300,000)	(11,514,864)	(7,785,136)	60%
TREASURER'S FEES	175,000	72,836	102,164	42%	175,000	40,559	134,442	23%
TRANSP SVC REV - LAKE	(155,000)	(71,734)	(83,266)	46%	(155,000)	(44,544)	(110,456)	29%
TRANSP SVC REV-PARK	(100,000)	(100,000)	-	100%	(100,000)	-	(100,000)	-
GRANT REVENUE	(38,315,993)	(663,481)	(37,652,512)	2%	(36,461,056)	(866,126)	(35,594,930)	2%
ADVERTISING FEES	(100,000)	(108,946)	8,946	109%	(100,000)	(76,134)	(23,866)	76%
FARE REVENUE-LAKE	-	-	-	-	-	-	-	-
FARE REVENUE-PARK	-	-	-	-	-	-	-	-
SALE OF ASSETS	-	(2,972)	2,972	-	-	(1,655)	1,655	-
MISC REVENUE	-	-	-	-	-	-	-	-
RENTAL INCOME	(21,303)	-	(21,303)	0%	(21,303)	-	(21,303)	0%
INTEREST REVENUE	(300,000)	(640,608)	340,608	214%	(40,000)	-	(40,000)	0%
Revenue Total	(58,117,296)	(11,501,520)	(46,615,776)	20%	(56,002,359)	(12,462,765)	(43,539,594)	22%
SALARY REGULAR	5,761,571	3,521,279	2,240,292	61%	5,299,508	3,249,371	2,050,137	61%
SALARY TEMPORARY	50,000	39,230	10,770	78%	25,000	33,707	(8,707)	135%
TRAINING PAY	10,000	11,291	(1,291)	113%	8,000	7,135	865	89%
VEHICLE ALLOWANCE	-	-	-	-	-	-	-	-
CRISP	687,840	398,752	289,088	58%	634,881	378,261	256,620	60%
RETIREMENT	172,247	99,178	73,069	58%	158,985	93,027	65,958	59%
HEALTH INSURANCE	594,175	273,285	320,890	46%	1,851,288	748,874	1,102,414	40%
MEDICARE TAX	83,543	57,886	25,657	69%	76,843	52,368	24,475	68%
UNEMPLOYMENT TAX	11,523	7,971	3,552	69%	10,599	7,183	3,416	68%
WORKMENS COMP	300,000	143,240	156,760	48%	343,816	203,933	139,883	59%
EMPLOYER 457 DEF COMP	34,449	19,836	14,613	58%	31,797	18,604	13,193	59%
OVERTIME	460,000	448,752	11,248	98%	460,000	331,973	128,027	72%
PAYROLL REIMBURSEMENT	-	-	-	-	-	-	-	-
Labor Total	8,165,348	5,020,701	3,144,647	61%	8,900,717	5,124,434	3,776,283	58%
OFFICE SUPPLIES	10,000	4,854	5,146	49%	8,000	9,699	(1,699)	121%
ADMINISTRATION	812,535	816,495	(3,960)	100%	586,856	568,856	18,000	97%
PROFESSIONAL ASSISTANCE	332,000	241,149	90,851	73%	232,000	115,828	116,172	50%
TELEPHONE	10,000	5,367	4,633	54%	6,800	12,736	(5,936)	187%
POSTAGE/FREIGHT	-	1,049	(1,049)	0%	600	18	582	3%
ADVERTISING/LEGAL NOTICES	60,000	33,834	26,166	56%	60,000	35,689	24,311	59%
PRINTING	11,000	344	10,656	3%	11,000	2,064	8,936	19%
Administration/Office Total	1,235,535	1,103,092	132,443	89%	905,256	744,890	160,366	82%
BUILDINGS	46,568,000	3,245,471	43,322,529	7%	44,500,000	193,463	44,306,537	0%
IMPR OTHER THAN BLDGS	-	1,448	(1,448)	-	-	64,489	(64,489)	-
BUSES/TRANSIT EQUIP	6,171,280	358,880	5,812,400	6%	7,618,719	1,006,662	6,612,057	13%
Capital and Fleet Replacement Total	52,739,280	3,605,799	49,133,481	7%	52,118,719	1,264,614	50,854,105	2%
BUILDING REPAIRS	45,000	22,858	22,142	51%	35,000	34,675	325	99%
BUS STOPS	20,000	-	20,000	0%	12,000	9,267	2,733	77%
EQUIPMENT REPAIRS	15,000	394	14,606	3%	24,000	14,096	9,904	59%
FUEL, OIL & ANTIFREEZE	770,986	526,259	244,727	68%	770,986	471,998	298,988	61%
MAINTENANCE CONTRACTS	230,000	104,561	125,439	45%	100,000	80,783	19,217	81%
OPERATING SUPPLIES	55,000	62,429	(7,429)	114%	45,000	40,084	4,916	89%
PURCHASED TRANSPORTATION	497,760	402,833	94,927	81%	497,760	248,522	249,238	50%
RENTAL PAYMENTS	7,200	4,917	2,283	68%	7,200	4,800	2,400	67%
REPAIR & MAINTENANCE	2,400,000	1,578,115	821,885	66%	1,900,000	1,178,171	721,829	62%
ROAD SAND & SALT	1,000	-	1,000	0%	2,000	-	2,000	0%
UTILITIES	200,000	76,007	123,993	38%	120,000	94,243	25,757	79%
Operation and Maintenance Total	4,241,946	2,778,373	1,463,573	65%	3,513,946	2,176,639	1,337,307	62%
SAFETY	5,000	11,578	(6,578)	232%	5,000	3,469	1,531	69%
INSURANCE/BONDS	150,000	204,140	(54,140)	136%	150,000	212,239	(62,239)	141%
Safety and Insurance Total	155,000	215,718	(60,718)	139%	155,000	215,708	(60,708)	139%
DUES & MEETINGS	30,500	24,968	5,532	82%	30,500	32,291	(1,791)	106%
EDUCATION & TRAINING	10,000	5,957	4,043	60%	10,000	3,241	6,759	32%
EMPLOYEE RECOGNITION	20,000	15,186	4,814	76%	15,850	8,500	7,350	54%
TRAVEL/TRANSPORTATION	10,000	10,656	(656)	107%	10,000	8,722	1,278	87%
UNIFORM ALLOWANCE	17,000	7,909	9,091	47%	15,000	8,846	6,154	59%
Uniforms, Training and Recognition Total	87,500	64,676	22,824	74%	81,350	61,600	19,750	76%
Revenue Total	(58,117,296)	(11,501,520)	(46,615,776)	20%	(56,002,359)	(12,462,765)	(43,539,594)	22%
Expenses Total	13,885,329	9,182,560	4,702,769	66%	13,556,269	8,323,271	5,232,998	61%
Grand Total		(2,318,960)				(4,139,493)		
Capital and Fleet Replacement Total	52,739,280	3,605,799	49,133,481	7%	52,118,719	1,264,614	50,854,105	2%
Estimated Ending Fund Balance	34,962,919							
Effect on Fund Balance This Period	1,286,839							

List of Grants and Projects Updated 08.23.2024

Operating Assistance	Estimated Project Amount	Grant Amount	Local Amount	Year Budgeted
<i>Annual Operating Assistance</i>	\$663,000	\$663,000		2024
<i>Annual Operating Assistance</i>	\$690,000	\$690,000		2025
Building Projects				
<i>Little Beaver Trail Employee Housing</i>	\$4,600,000		\$4,600,000	2024
<i>Razor Drive Bus Stop Relocation</i>	\$220,000		\$220,000	2024
<i>Swan Meadow Village Bus Stop</i>	\$280,000		\$280,000	2025
<i>New Transit Operations/ Electric Charging Facility</i>	\$43,000,000	\$34,700,000	\$8,300,000	2024 - 2027
<i>New Transit Operations/ Electric Charging Facility (Housing)</i>	\$4,700,000		\$4,700,000	2024 - 2027
Fleet Purchases				
<i>2 Diesel 40-Foot Buses</i>	\$1,310,000	\$474,000	\$836,000	2024
<i>4 BEBs + Chargers</i>	\$4,900,000	\$2,400,000	\$2,500,000	2025
<i>8 Diesel 35/40-Foot Buses</i>	\$5,520,000	\$4,416,000	\$1,104,000	2025

Sales Tax Report, Summit County Colorado, May 30, 2024

All,

We are pleased to release the sales tax data for May 2024. May is historically our lowest collection month, roughly a third of a peak collection month such as March. Similar to April, we saw a slight decrease in May sales tax collections. Sales tax collections for the month were down 3.1% compared to 2023, however year to date 2024 collections still exceed 2023 by 1.3% thanks to the positive growth in the early Spring. The county passed through approximately \$101k of the \$462k total May collections (21.8%) onto the new Town of Keystone. After the Keystone distribution, the county has realized a decrease of 24.2% in net collections for the month of May compared to 2023. This was an anticipated and budgeted decrease and within our expectations.

Mass transit tax collections for the month were flat compared to 2023, with year to date 2024 collections also flat compared to 2023. Unlike sales tax, all mass transit collections are fully retained by the county. We will continue to monitor this activity closely for the remainder of the year.

A few highlights:

Sales Tax

- Sales tax collections for the month of \$462,289 are 3.1% less than May 2023.
- Utilities tax collections of \$72,542 are 7.7% less than May 2023.
- Short term rental sales taxes of \$82,115 account for about 1/6 of the total and are flat compared to May 2023.

Mass Transit Tax

- Mass transit tax collections for the month of \$945,629 were flat compared to May 2023.
- Restaurants and bars sales taxes of \$96,437 are 8.2% less than May 2023.
- Short term rental mass transit taxes of \$103,233 are 2.0% ahead of May 2023.

Out of State (Online)

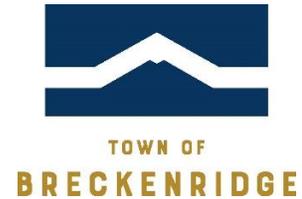
- Sales taxes from out of state vendors amounted to \$49,169 for the month, down 36.3% from May 2023.
- Mass transit taxes from out of state vendors were \$78,718 for the month, down 8.4% from May 2023.

Sales Tax Report, Summit County Colorado, May 30, 2024

June 2024 sales tax and Quarter 2 lodging tax results will be released in early August. June is the last month the county will receive and pass through collections to the Town of Keystone. For future periods, the State of Colorado will pay the Town of Keystone directly.

Please follow the link below to view the report in its entirety.

<https://1drv.ms/x/s!Al-ZoUx1dXzwCq03i4bDrfQlmw9?e=V5XMfj>



Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation
Date: 9/4/2024
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on September 4, 2024. Below you will find the meeting minutes and a link to the SEPA calendar. Event details and logistics were shared of Oktoberfest. Past positive feedback was contributed about Breck Bike Week and the Breck Epic. There are no additional items of note.

Minutes
Breckenridge Events Committee
Wednesday, Sept 4, 2024
Right event, right time, right result

Attending: Michele Chapdelaine, Jeff Edwards, Marika Page, Jon Dorr, Tony Cooper, Neal Kerr, Dave Feller, Cait McCluskie, Tamara Nuzzaci Park, Ken Nelson
Guests: Sarah Wetmore, Majai Bailey, Bill Wishowski, Mike McCormack, Hayden Van Andel, Melissa Andrews

- I. Jeff called the meeting to order at 9:03 am.
 - a A motion was made to approve the Aug 7, 2024, meeting minutes.
 - M/S/P

- II. **Updates on Some Upcoming Events -**
 - a 9.13-15.24 **Oktoberfest** Planning for the same footprint as last year on Main Street with Breck Brewery as the presenting sponsor. Steins will be sold out of RWC again.
 - Replacing beer tokens with RFID wristbands & replacing aluminum cups with the RCup program.
 - Locals Food Drive in partnership with FIRC, Friday, Sept 13, form 4pm - 6pm. Donation of 6 non-perishable food items for a stein. Concert from 5pm -6pm by Bonfire Dub.
 - Still looking for volunteers for Sunday Stein Sales in the RWC.
 - a 9.19-22.24 **Breckenridge Film Fest**
 - Opening film Documentary Casa Bonita Mi Amor. 43 film makers attending. Still looking for volunteers.
 - b 9.22.24 **C3 (Colorado Competition Council)** – Court House Lot Closure w/Racer’s Edge. Youth specific event. Goal to provide local youth competitors the opportunity to get gear at discount and work with their coach and manufacturer rep. Producer has addressed any employee parking displacement concerns.
 - **Review Fee Waiver Request**

- The BEC supported the SEPA Groups recommendation to support the request to waive lot closure and SEPA fees for the event.
- c 9.27-29.24 [Breckenridge Bluegrass and Beers](#) @ Main Street Station – No concerns from SEPA or BEC.
- d 10.19-20.24 [Dia De Los Muertos](#) – Breck Cerate’s two-day commemoration of Day of the Dead featuring hands-on workshops, art installations, and performances on the Arts District campus.

II. Review Past Events

- a [Breck Bike Week](#) – *collaboration with Breck Epic*. – Event received strong positive response in its inaugural year. SEPA Group supports growing the event for the future. Great activation in center of Town inline of one the Breckenridge brand and local bike culture. Recap meeting with Breck Epic later today on future planning.
- b 8.11-16.24 [Breck Epic](#) – World record pro -elite women’s field. Forward looking would like to see the event grow in ways that are less impactful to local trail network with same positive impact to local businesses. Pretty significant accident on last day leader of pro men’s field. Reviewed by SEPA Group and local EMS.
- c 8.16-25.24 [BIFA](#) – Still assessing patron metrics. Without trail counts pushing 8K in participation. Had upwards of 700 in attendance at the skateboard event at the RWC. Survey will go out to registered participants with goal to make it a better community driven event and showcase for the creative district.
- d 8.22-24.24 [Breckenridge Wine Classic @ Beaver Run](#) – Collaborated with several local Breckenridge Restaurants to host pairing events throughout town. Overall successful and no concerns from SEPA or BEC. Occupancy at Beaver Run was slightly down.
- e 8.24.24 **Great Fall Fest @ CMC Parking Lot** – No concerns from SEPA Group.
- f 8.30-9.1.24 [Breckenridge Hogfest: Bacon & Bourbon](#) @ Main Street Station – No concerns.
- g 8.31-9.2.24 49th Annual Gathering @ Great Divide Art Festival @ CMC Parking Lot – No concerns.

III. 8.31.24 Great Rubber Duck Race – Positive feedback on the collaboration between producers of Hog Fest and Duck Race.

IV. General Updates and Discussion

- a Fourth of July Sub Committee – meeting scheduled for later this month.
- b Beaver Run looking to possibly host KTM group Sept 2025. A few hundred people. Low impact. Came previously in Sept of 2019.

V. Review Agenda Items for next BEC Meeting, Wednesday, Oct 2, 2024

VI. Meeting adjourned at 9:40am.

The Breckenridge Events Committee evaluates events against four strategic goals:

- **Build Business** - An event designed to drive revenue for greater business community.
- **Branding/Media** - An event designed to draw external media (national & international) promoting the Breckenridge brand.
- **Fundraising** - An event designed to raise awareness and funding for a non-profit organization's mission.
- **Resident Focused** - An event designed specifically for residents vs. an event more broadly marketed to visitors and residents.



Memo

To: Breckenridge Town Council
From: Dana Laverdiere, Director Human Resources
Date: September 10, 2024
Subject: Town of Breckenridge Staffing Analytics – Q2

Introduction: The below information is second quarter 2024 data that measures the Town of Breckenridge’s ability to attract and retain FTYR talent.

Information:

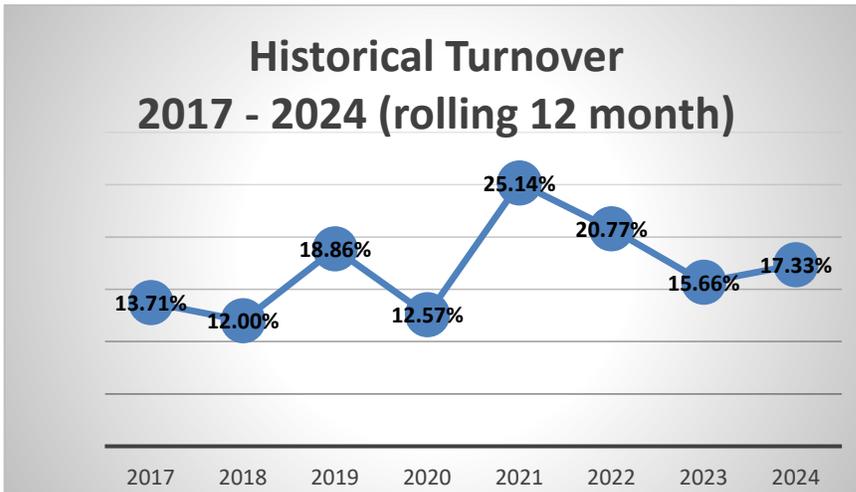
Town of Breckenridge’s FTYR turnover rate increased from 3.5% in Q1 to 8.4% in Q2 due to 17 separations. Last year the Town had 15 employees separate employment in the same quarter which was 7.7% turnover. Of the Q2 2024 separations, 16 of the separations were voluntary and 1 was involuntary. This pattern is consistent with previous years as Q2 is when the Town typically see the highest turnover of the year in line with the end of winter season.

2024 FTYR Separation Data									
Q2 2023		Q3 2023		Q4 2023		Q1 2024		Q2 2024	
Voluntary	Voluntary	Voluntary	Voluntary	Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary
15	0	2	3	5	0	6	1	16	1
7.7%		2.5%		2.5%		3.5%		8.4%	

Turnover by Department

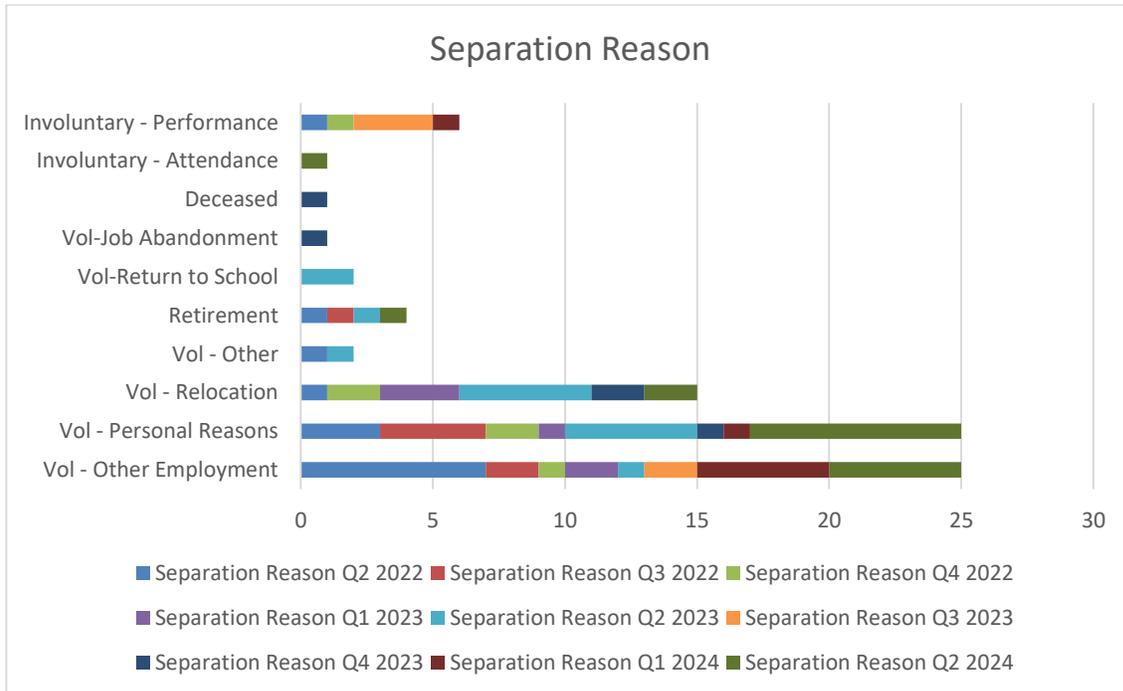
Separations by Department								
	Q3, 2023		Q4, 2023		Q1, 2024		Q2, 2024	
	Turnover	Turnover Rate						
Comm Dev	0	0%	0	0%	0	0%	1	5%
Finance	0	0%	0	0%	0	0%	0	0%
Human Resources	1	25%	0	0%	0	0%	0	0%
Muni Serv Com Eng	0	0%	0	0%	2	28.6%	0	0%
Police	1	3.8%	1	4%	4	16%	3	12.5%
Public Works	2	2.2%	4	4.4%	1	1%	9	9.8%
Recreation	1	2.8%	0	0%	0	0%	3	8.3%
Administration IT	0	0%	0	0%	0	0%	1	16.7%

Total Historical Turnover



Town of Breckenridge rolling 12-month total turnover is trending at 17.33%. It is trending a little higher than 2023, however, this is likely due to this quarter's higher number of separations. HR anticipates this will level out by the end of 2024.

Separation Reasons



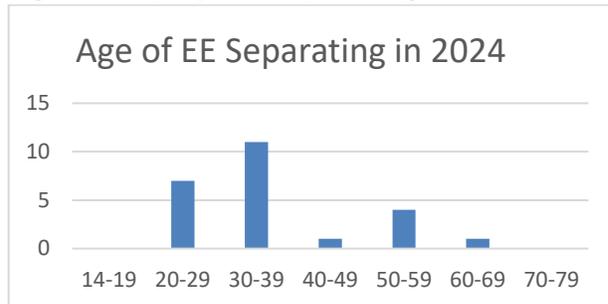
This graph looks at the separation reasons for Q2 2022 through Q2 2024. In Q2 2024, eight employees left for personal reasons including health, different career aspirations, travel or relocating out of state. Five employees left for other employment (two were outside of Colorado, two within Summit County and one started their own business). Two resigned to relocate out of state. There was one retirement and one involuntary separation due to attendance. Two employees who separated from FTYR positions included in the data above, transferred to part time year round positions within the Town.

First Year Turnover by Department

First Year Turnover by Department					
Department	Q1	Q2	Q3	Q4	Total
Comm Dev	0	0			0
Finance	0	0			0
Human Resources	0	0			0
Muni Services/Comm Eng.	0	0			0
Police	1	1			2
Public Works	0	5			5
Recreation	0	2			2
Administration/IT	0	1			1
Total	1	9			10

The Town had a larger than usual number of employees separating within their first year of FTYR employment. In 2023 we had a total of 10 employees separate within their first year. As of Q2, 2024 we have matched that number. This has largely been driven by Senior Transit Operators leaving the organization representing 50% of those separating in their first year.

Age of Employees Separating in 2024



For the past two years, our highest turnover was among those 30-39 years old, and that continues to be the trend in 2024. The 20-29 age group has the next highest turnover so far this year, which is consistent with 2023.

Application Volume to date

Total Applications by Quarter					
	Q1	Q2	Q3	Q4	TOTAL
2019	515	522	422	401	1860
2020	450	174	374	128	1126
2021	485	437	323	254	1499
2022	436	376	368	332	1512
2023	495	402	396	165	1458
2024	652	465			1117

The Town had a total of 465 applicants for all positions in Q2, 2024 including full-time, part-time, and seasonal positions. This has been a record-breaking half of the year for applications, receiving 1,117 applications through June 2024. We've received more applications in the first half of 2024 than we've seen in even our highest year of application volume in 2019, so the Town may outpace 2019 application volume.

Additional Recruitment Data

Promotions from PT/Seas to FTYR				
	Q1	Q2	Q3	Q4
2023	6	4	6	1
2024	12	3		

Promotions from FTYR to FTYR				
	Q1	Q2	Q3	Q4
2023	5	9	4	3
2024	8	2		

FTYR Rehires				
	Q1	Q2	Q3	Q4
2023	1	7	1	0
2024	1	2		

Total Number of FTYR Hires				
	Q1	Q2	Q3	Q4
2023	19	15	13	3
2024	18	10*		

*2 Rehired, 3 Promotions, 5 New Employees

This data showcases the Town’s ability to hire and promote within. In total, the Town hired 10 new FTYR employees in Q2, 2024 (3 of these were promotions from PT/Seasonal to FTYR and 2 were rehires).

Vacancy

The vacancy rate increased in Q2, 2024 with 8.8% compared to 5.1% at the end of Q1, 2024. There were 19 FTYR vacancies as we closed out Q2 2024. Eight of the budgeted vacancies are in Public Works (seven of these were Senior Transit Operator positions). However, there are only four actual Transit positions that are vacant, as gaps are typically staffed by Seasonal Transit Operators, which reduces the impact on department operations.

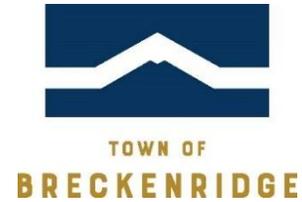
Volunteer Program

Since June of 2023, employees have volunteered a total of 341.25 hours with local non-profits in the community equating to a \$16,580.07 investment from the Town.

Summary

In summary, the Town stays focused on only hiring the best and most qualified candidates, and retaining current employees through competitive pay, competitive benefits, workforce housing, and leadership.

Staff will be available during the work session to answer any questions.



Memo

To: Breckenridge Town Council
From: Town Staff
Date: 9/10/2024
Subject: Fiber 9600 Strategic Plan Update

In March 2024, the Town contracted with Essential Broadband Consulting (EBC) to provide strategic planning services. Over the course of the past six months, EBC has evaluated the Town's broadband infrastructure, design, network architecture, current agreements, construction methods, financials, and operations. Now we have completed the first phase of the strategic plan and will be moving forward with the second half which will help us prioritize the future build-out and plan for available technologies.

Background

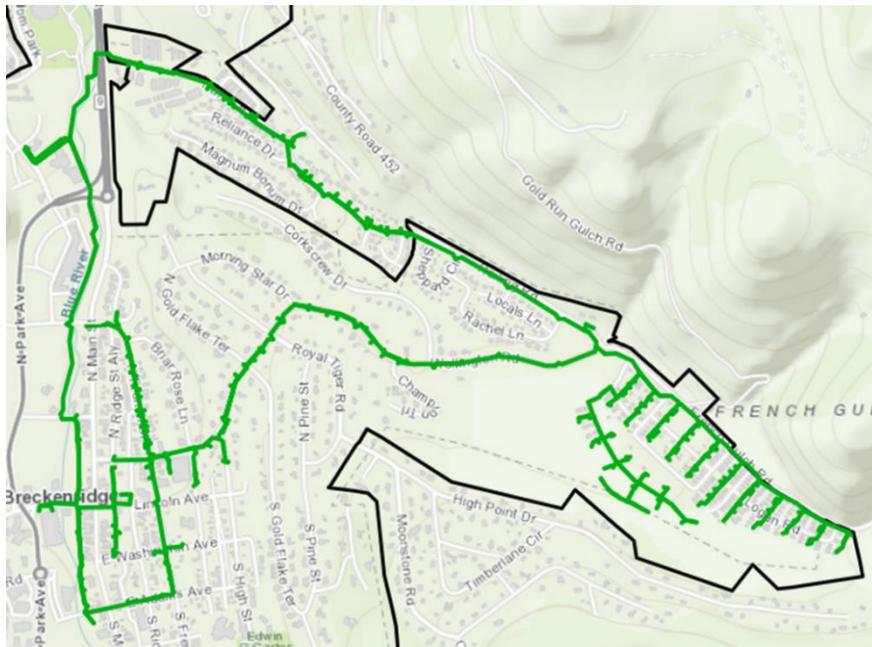
In 2018, the Town had a vision to provide reliable and affordable internet services to its residents, businesses, and visitors. At the time, the Town's belief was that access to affordable and reliable high-speed internet services was essential, like access to utilities such as water and electricity. Town Council wanted Breckenridge to be at the forefront of small towns that provided leading edge broadband and internet access technology. Another thought was that having communications infrastructure in place would position Breckenridge for the future and continue to keep the Town in the top tier of desirable places to live and visit. The existing internet providers provided poor customer service, slow internet speeds, and were expensive. In general, the creation of a Town-owned fiber network was about stimulating competition in the market and providing residents with more reliable internet connections.

Town staff was instructed to investigate the feasibility of building and owning a town fiber network. Two consultants, Foresite and Peak View Enterprises, were hired to help the Town investigate and scope out the technical, economical, and commercial business aspects of pursuing this initiative. By mid-2018 a high-level, ten-year business case was created by the consultants that looked at a build out of the entire Town's geographic footprint of 10,500 homes. Based on this business case, in October 2018 the Town Council approved an initial funding amount of \$10,000,000. At that time, town staff was given the go ahead to build out the first phase of the fiber optic network, which included the downtown Historic District, the Wellington neighborhood, a main central office, and interconnection and backhaul network to the internet using Northwest Colorado Council of Government's (NWCCOG) Project Thor fiber network. Project Thor is a middle-mile network establishing carrier-class connectivity between 14 communities across Northwest Colorado.

The business model chosen by the Town was to enter into an outsourced, revenue-share business model with an experienced commercial telecom partner. In this arrangement, the Town would own all the main outside plant infrastructure and data center assets, including the conduit, fiber, and central office building, while the partner owned all the fiber optic electronics in the central office and the customer premises. In addition, the commercial partner owned the customer base and was responsible for all sales, marketing, commercial and technical operations on an exclusive basis. At the time, the Town felt they did not have the expertise to activate and serve customers as well as operate the network on a day-to-day basis. Allo was selected for this outsourced role after a competitive RFP process. The 2019 Allo contract, to serve as the Town's network operator and service provider, includes a 10-year network lease, plus two 10-year renewals, and a revenue sharing partnership.

Construction began in the late spring of 2019 after detailed construction and fiber designs were created by Foresite with the Town's direction on geographic location and budget. The Town issued an RFP for construction services and Peak Construction was chosen for the network build which included trenching, conduit, and fiber. Allo was then selected to perform the infrastructure design, procurement, and project management functions. In addition, Allo was designated as the lead company to splice, activate, test, and turn-up the network and connect customers. After the phase 1 build, project management was taken in-house by the Town staff.

Phase I construction:

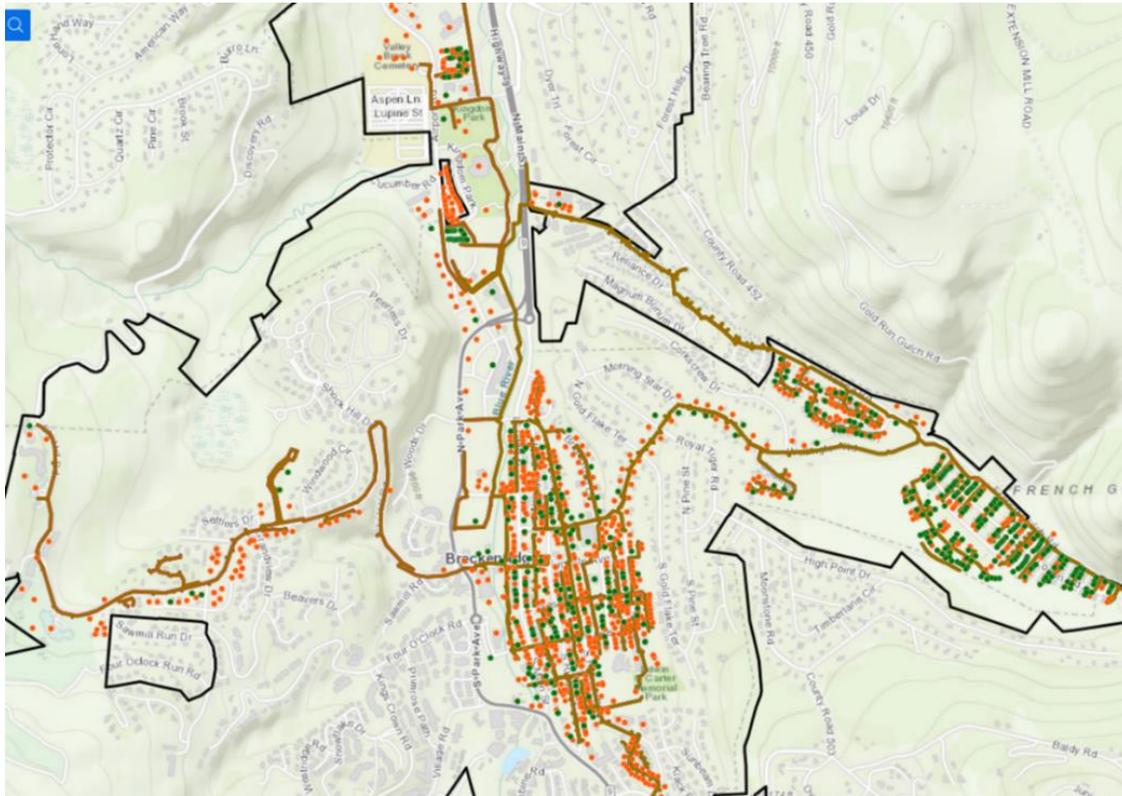


Phase 1 construction was completed in the late fall of 2019 and 140 initial customers were activated by year end 2019. When completed, the phase 1 network passed 1,007 residences and businesses, covered 64,000 linear feet of roadway at a cost of \$10.3 Million.

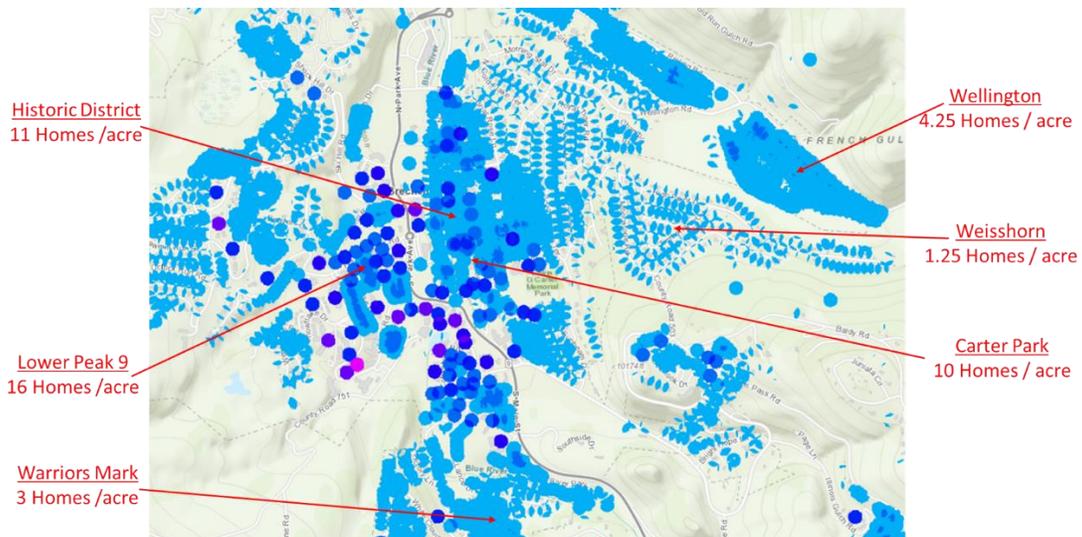
In addition to the underground infrastructure work by Peak Construction and Allo, the central office was built behind the Justice Center and a robust interconnection and backhaul network was built. Contractual commitments were made with Summit County, CDOT, Mammoth Networks, and CenturyLink to tie into the Project Thor network and gain access to the internet via multiple routes. The network backhaul along I-70 to both Denver and Salt Lake City, and along Hwy 285 to Denver give the network resiliency and redundancy for reliable internet connections. The underground and passive nature of the outside plant infrastructure, combined with the diverse routing to the internet are key engineering design and architectural decisions that support the Town's strategy to provide reliable internet service the Town.

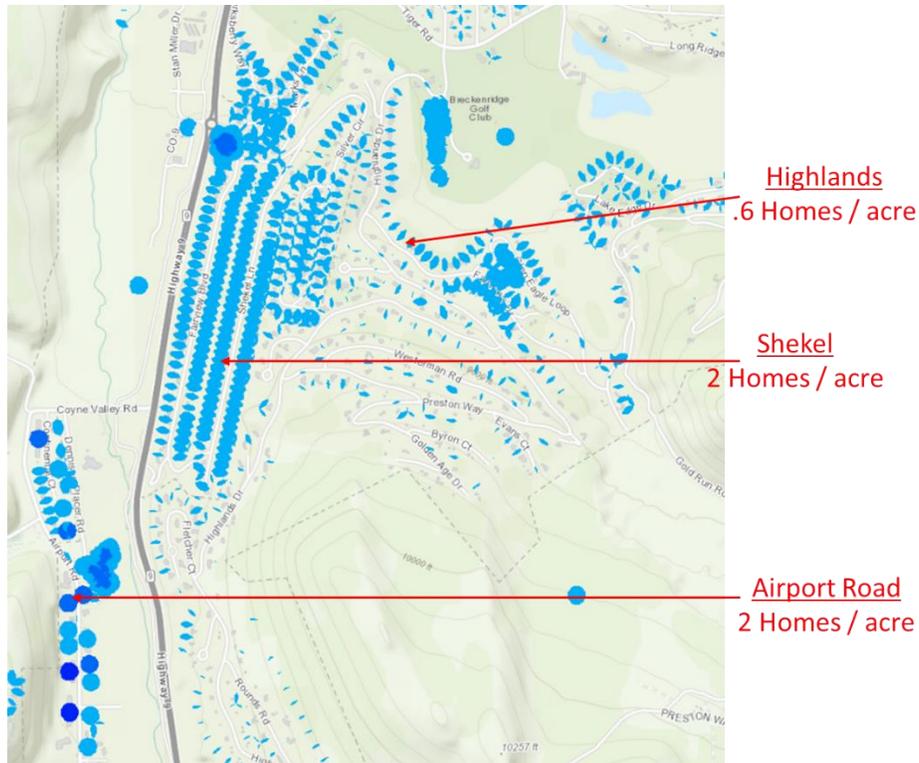
In 2021, the Town received a grant from the Department of Local Affairs (DOLA) for \$850,000 to reach the workforce housing development at Vista Verde. Many of the strategic decisions made throughout the Fiber 9600 construction were based on the project's eligibility and availability of grant funds. By the end of 2023, an extensive fiber network was built that covered 158,000 linear feet (30 miles) of roadway and passed approximately 43% of the town's streets. Throughout the town build-out, there has been a focus on providing internet to workforce housing, anchor institutions, and Town facilities. At the end of 2023, 3,413 homes were passed by the fiber network and 710 customers were activated onto the network. Business customers comprised 124 out of the 710 total customers. Additionally, the Town has been able to activate approximately 30 Wi-Fi locations throughout the core of town.

Potential customers passed (orange dots) versus actual customers (green dots):



Looking forward, market density is a key decision criterion as we look to build out the Town's network as it is more expensive to serve less dense geographic areas. On average, the Town has 2.3 homes per acre. Although this statistic shows a very sparse market density, the large number of multi-dwelling units (MDUs) and concentration of homes and businesses in the Historic District and resort areas indicates pockets of medium to high density. As an illustration of the market density variation, the graphics below show some neighborhood densities.





Future Direction

As we work through the fiber strategic plan, we are learning valuable lessons that we can implement immediately. We need to know the full cost of building fiber to the remaining areas of Town to be able to complete the strategic plan. To start, we need to solicit bids from companies to design the remaining areas. We will utilize our current budget for this design. From this design, we will solicit estimates from construction companies to get an idea of the full build-out cost. After we have these costs, we can prioritize which areas of town we can build based on the lowest cost per home passed.

Other tactics that we are implementing immediately as part of the strategic plan:

1. Evaluating construction methods and materials. We will be using fewer and smaller conduits in areas where this is feasible. We are evaluating and right sizing the fiber used in new construction areas. We are building in the shoulder of roads and boring under asphalt and concrete whenever possible to reduce the amount of pavement restoration.
2. Evaluating other technologies available that may reduce the need for underground fiber infrastructure. We will be testing fixed wireless access (FWA) technology this week. This is a wireless technology that can be used to bring internet to residents. We will also be working with the cellular providers to possibly boost cellular signals in town.
3. Engaging with Allo in contract discussions.

When the strategic plan is complete, staff will present the final plan and recommendations to Council.

Staff will be available to answer any questions.