



TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, August 8, 2023, 3:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Login information is available in the calendar section of our website: www.townofbreckenridge.com. If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

- I. FLOYD HILL I-70 PROJECT UPDATE (3:00-3:30pm)**
Floyd Hill I-70 Presentation
- II. PLANNING COMMISSION DECISIONS (3:30-3:35pm)**
Planning Commission Decisions
- III. LEGISLATIVE REVIEW (3:35-3:45pm)**
Display of Outdoor Merchandise Code Change (First Reading)
Ordinance Approving the Breckenridge Tourism Office Lease (First Reading)
- IV. MANAGERS REPORT (3:45-4:30pm)**
Public Projects Update
Mobility Update
Sustainability Update
Housing and Childcare Update
Committee Reports
Town Attorney Update
HR Staffing and Analytics Update
Breckenridge Events Committee Update
- V. PLANNING MATTERS (4:30-6:00pm)**
Riverwalk Pathway Design Update
Riverwalk Center Renovation Scope
- VI. EXECUTIVE SESSION - Acquisition of Real Property (6:00pm)**



I-70 Floyd Hill

I-70 Floyd Hill Project Presentation

August 2023



I-70 Floyd Hill

Construction Map & Timeline

Geographic Sections of I-70 Floyd Hill Project

East Section

Starts: July 2023

Ends: Spring 2026

Central Section

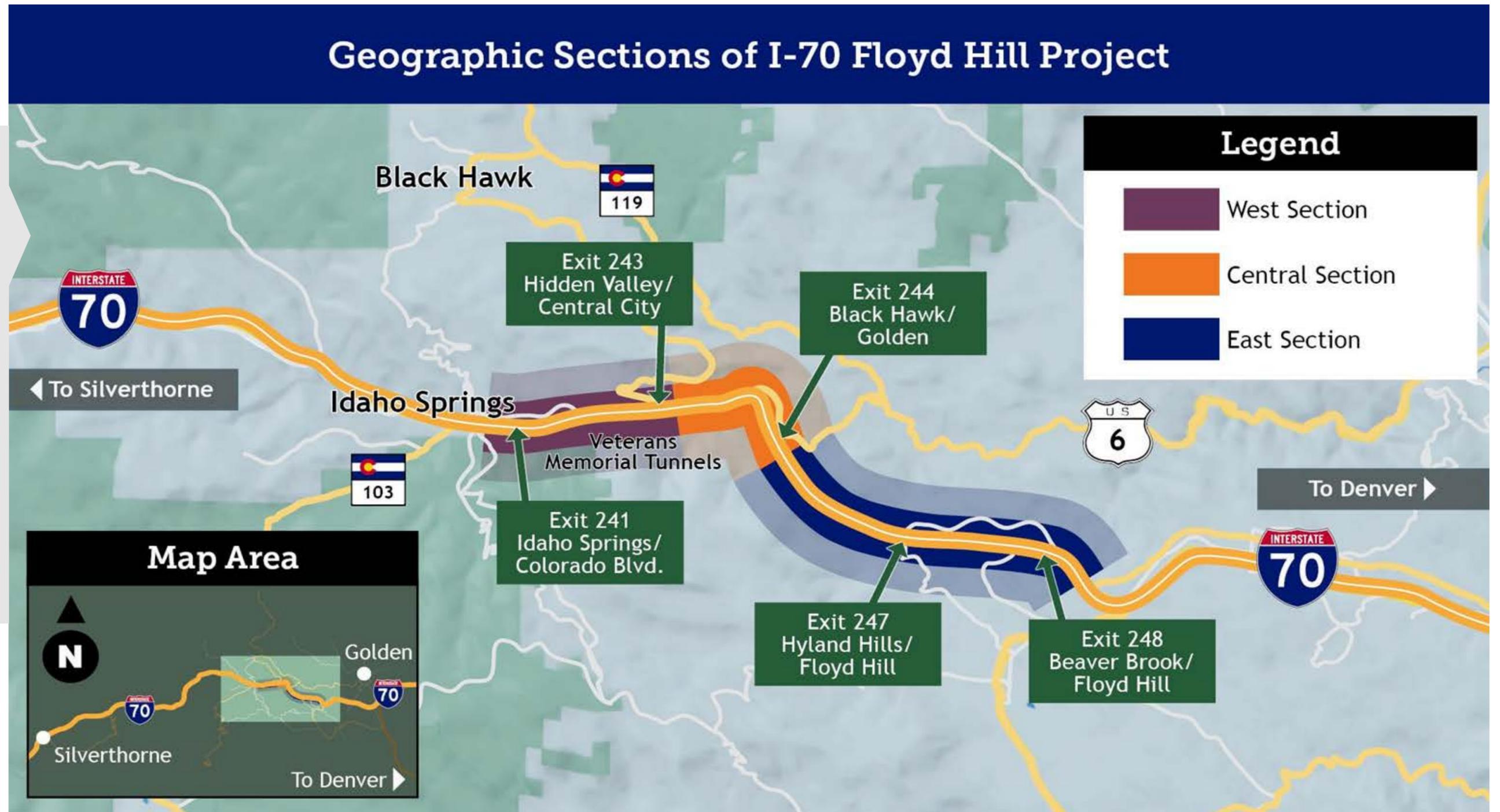
Starts: Fall 2024

Ends: End of 2028

West Section

Starts: Fall 2023

Ends: Fall 2027





I-70 Floyd Hill

Project Improvements

- Add a third westbound I-70 travel lane in this two-lane bottleneck. This new lane will be a full-time, tolled Express Lane from just west of Homestead Rd. (Exit 247) through the Veterans Memorial Tunnels to Colorado Blvd./Idaho Springs (Exit 241).
- Rebuild bridges due to wear and tear, and heavy usage.
- Construct a missing two-mile section of the frontage road between US 6 and the Hidden Valley/Central City Parkway interchanges, which will improve emergency response.
- Build an extended on-ramp from US 6 onto eastbound I-70 for slow-moving vehicles to have more room to merge.
- Improve traffic flow and access at interchanges and intersections.
- Improve sight distance and safety by straightening roadway curves.
- Improve the Clear Creek Greenway trail.
- Implement environmental mitigation to enhance wildlife connectivity, air and water quality, stream conditions and recreation.
- Install two permanent air quality monitors.



I-70 Floyd Hill

Before: East Section



View: I-70 midway down Floyd Hill looking southeast



I-70 Floyd Hill

After: East Section Rendering



View: I-70 midway down Floyd Hill looking southeast



I-70 Floyd Hill

Before: East Section



View: I-70 midway down Floyd Hill looking northwest



I-70 Floyd Hill

After: East Section Rendering



View: I-70 midway down Floyd Hill looking northwest



I-70 Floyd Hill

Before: Central Section



View: I-70 at the bottom of Floyd Hill looking west



I-70 Floyd Hill

After: Central Section Rendering



View: I-70 at the bottom of Floyd Hill from above



I-70 Floyd Hill

Before: Central Section



View: I-70 east of Sawmill Gulch looking west



I-70 Floyd Hill

After: Central Section Rendering



View: I-70 east of Sawmill Gulch looking west



I-70 Floyd Hill

Before: West Section



View: I-70 from the Veterans Memorial Tunnels looking east



I-70 Floyd Hill

After: West Section Rendering



View: I-70 from the Veterans Memorial Tunnels looking east



I-70 Floyd Hill

Keeping I-70 Moving Safely

We are committed to:

- Keeping all lanes and ramps open during peak traffic hours.
- Ensuring lane closures are responsive to current traffic patterns.
- Innovating complex work above the roadway so it doesn't impede traffic.
- New roadway sections being built adjacent to current lanes to keep traffic moving.
- Coordinating with area projects and first responders
- Including emergency pull-offs
- Promoting the use of transit and carpool options to reduce single occupancy vehicles





I-70 Floyd Hill

General Traffic Impacts

Starting early-July:

- Overnight I-70 lane (single and double) and ramp closures to set up the work zone
- Narrower lane and shoulder widths
- Reduced speeds as low as 45 MPH
- Trucks entering and exiting the work zone





I-70 Floyd Hill

East Section Rock Blasting Map





I-70 Floyd Hill

East Section Rock Scaling Traffic Impacts

Starting late-July:

- Rock scaling begins to prepare for rock blasting operations.
- 20-minute traffic holds resulting in up to 45 minutes of delay in both directions of I-70.
- Operations could occur up to four times a day, Mondays through Thursdays, from 9 a.m. to 3 p.m. during off-peak travel for approximately two weeks.





I-70 Floyd Hill

East Section Rock Blasting Traffic Impacts

Starting August through early 2024:

- Rock blasting begins to help widen I-70 to accommodate an extended on-ramp from US 6 interchange to top of Floyd Hill.
- 20-minute traffic holds resulting in up to 45 minutes of delay in both directions of I-70.
- Will occur one time per day and up to two times per week, Mondays through Thursday from 9 a.m. to 3 p.m. and Fridays from 9 a.m. to noon through early 2024.
- Additional rock blasting in the West and Central sections in 2024 through 2026.





I-70 Floyd Hill

Rock Blasting Communications

Residents

- FAQ document
- In-person meetings
- Pre- and post-rock blasting surveys
- Text alert system specific to
- .residents

General Motorists

- FAQ document
- Media relations
- Presentations to stakeholder groups
- Text alerts to general subscribers
- E-blasts
- Social media
- Website updates
- VMS boards





I-70 Floyd Hill

Communications Tools

- Website
- E-blasts
- Project hotline, email inbox
- Social media (Facebook, Instagram, Twitter, TikTok)
- Text alerts
- Meetings
- Events
- Presentations
- Cotrip
- Elected Officials
- VMS Boards

Thank you for signing up to receive construction updates and travel information via text from the I-70 Floyd Hill Project team.

You've opted to get texts from I70 Floyd Hill Project. Up to 4 msgs/mo Reply STOP to cancel or HELP for help Msg/data rates may apply

Tue, Jun 6 at 12:00 PM

Floyd Hill: Join us tonight (6/6) @ 6:30 p.m. for a telephone town hall. Call in by dialing [855-710-6230](tel:855-710-6230). Learn about the project and ask project reps questions

Thu, Jul 6 at 7:00 AM

Floyd Hill: Construction begins today, July 6. Overnight I-70 ramp & lane closures expected next week. Watch for reduced speeds & narrow lanes. Check COTrip.org



Colorado Department of Transportation is in Floyd Hill, Colorado.

1d · 🌐

⚠️ TRAVEL ALERT ⚠️ | I-70 Floyd Hill

Construction continues on the [#I70FloydHill](#) project's East Section, which spans I-70 from County Road 65 (CR 65) to the bottom of Floyd Hill. Motorists can expect corridor-wide impacts for crews to establish a safe work zone and install traffic control signage.

For the week of July 16, travel impacts are:

- ◆ Sunday, July 16, through Thursday, July 20 - Watch for overnight double lane closures on eastbound and westbound I-70 from the US 6 interchange (Exit 244) to the CR 65 interchange (Exit 248) for the installation of the temporary barrier and roadway repairs. One lane of traffic will remain open. Lane closure times vary so please check COTrip.org before you hit the road.
- ◆ Wednesday, July 19, and Thursday, July 20, 8 p.m. to 6 a.m., the eastbound I-70 off-ramp to Homestead Road (Exit 247) will be closed for roadway repairs. Detour: Continue on eastbound I-70 and turn around using the El Rancho interchange (Exit 251).

Expect reduced speed limits, narrower lanes and shoulders, and trucks entering and exiting the work zone. For additional information on these impacts, sign-up for our weekly project email:

<https://subscription.cotrip.org/>

#KnowBeforeYouGo by signing up for text alerts by texting floydhill to 21000

🌐 More info: codot.gov/projects/i70floydhill

Traffic Impacts

COLORADO Department of Transportation



I-70 Floyd Hill

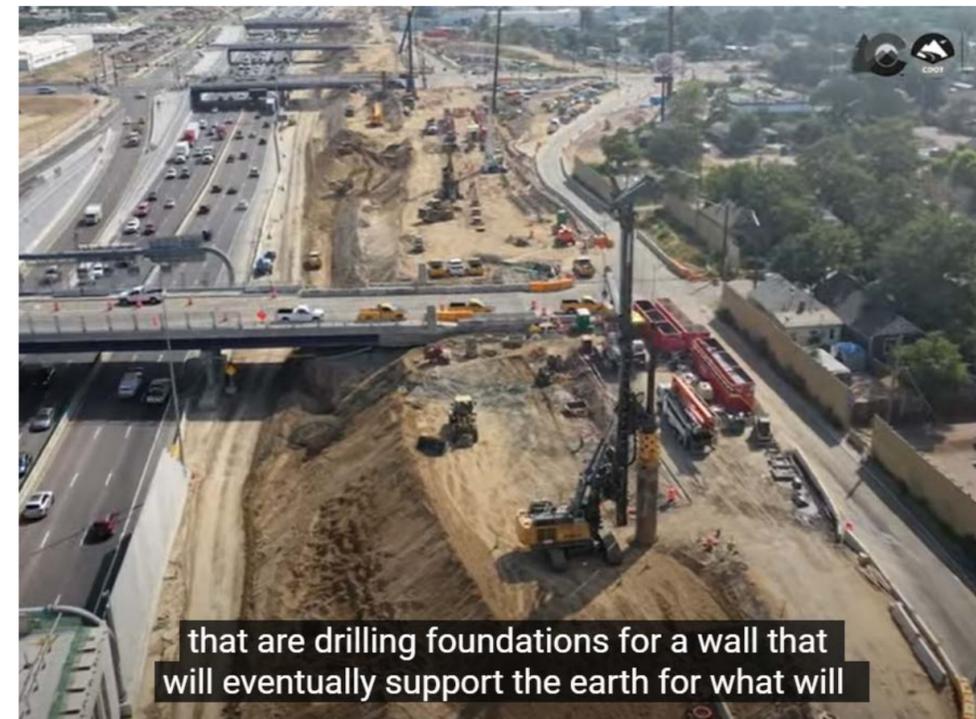
More than a Construction Project

Storytelling

- Behind the scenes videos
- Monthly drone videos
- "Meet the crew"
- Blog posts

Community Connections

- Fairs & festivals
- Community office hours
- Community presentations
- Volunteering
- PIO briefings
- First Responders





Floyd Hill Project

How to Help



I-70 Floyd Hill

Stay Informed:

Sign up for text messaging service:
Text floydhill to 21000

Visit the project website:
codot.gov/projects/i70

Leave a voicemail:
720-994-2368 (CDOT)

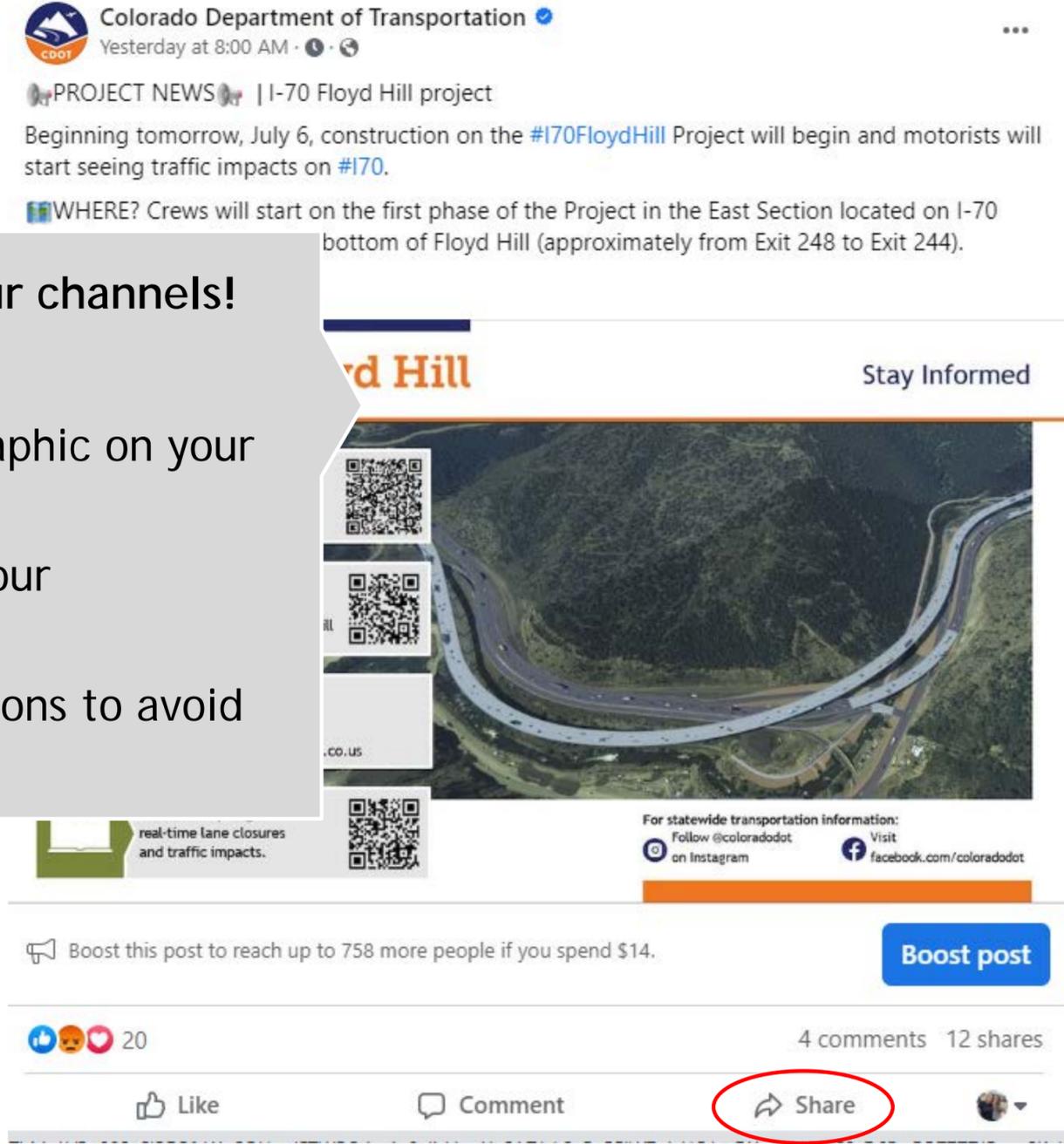
Email the Project:
codot_floydhillproject@colorado.gov

Check COtrip.org for real-time lane closures and traffic impacts.

Share our information through your channels!

- Share our social media posts
- Post our Know Before You Go graphic on your social media
- Let us contribute an article to your newsletter
- Promote transit and carpool options to avoid the I-70 drive

Construction on the I-70 Floyd Hill Project began in July 2023 and continues through the end of 2028.





I-70 Floyd Hill

Travel via Transit and Carpool

Make your trip along the I-70 mountain corridor easier:

- Carpool using TreadShare. Download the app and pair with a rider or driver to share the trip.
- Use regional transit. Take Bustang, Snowstang, Outrider or Pegasus along I-70 and use local transit options to get around.
- Change your peak travel time. Use the GoI70.com travel forecast to plan your trip and avoid traffic.



Follow @goi70_co on Instagram or GoI70.com on Facebook to learn more!



I-70 Floyd Hill

Stay Informed



Sign up for text messaging service:

Text floydhill to 21000



Visit the project website:

codot.gov/projects/i70floydhill



Leave a voicemail:

720-994-2368 (CDOT)

Send an email:

codot_floydhillproject@state.co.us



Check COtrip.org for real-time lane closures and traffic impacts.



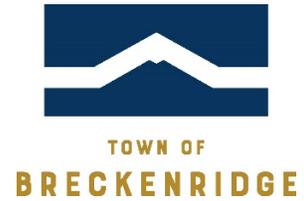
For statewide transportation information:



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Visit facebook.com/coloradodot



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: August 2, 2023
Subject: Planning Commission Decisions of the August 1, 2023 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, August 1, 2023:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Ploss Residence Plan Changes, 224 S. Ridge Street, PL-2023-0317
Revisions to the previously approved Ploss Residence to include retaining wall revisions, addition of sunken hot tub in side yard, and relocation of utility meters. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.

PLANNING COMMISSION MEETING

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

ROLL CALL

Mike Giller Mark Leas Allen Frechter Susan Propper
Ethan Guerra - **absent** Steve Gerard - **remote** Elaine Gort - **remote**

APPROVAL OF MINUTES

With no changes, the July 18, 2023, Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the August 1, 2023, Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments.

CONSENT CALENDAR:

1. Ploss Residence Plan Changes (SVC), 224 S. Ridge Street, PL-2023-0317

- Ms. Propper: What is the measurement from the hot tub to the street? (Ms. Crump: The house is 17 feet from the right of way. The hot tub is behind the front of the house and the approximate distance is about 20 feet.) And there is additional landscaping to shield it? (Ms. Crump: This is the previously approved landscape plan, it will remain in place. There are quite a few trees in this corner.) In the precedent example, the lot at 112 N Ridge Street, is raised by several feet from the street level and the house is set further back in the lot; this is going to be a little different. (Ms. Crump: The Handbook does not prohibit a hot tub in the side yard, and they are maintaining the front yard as a defined landscaped yard. We feel the proposal has met the Design Standards.)
- Mr. Gerard: Mr. Giller had concerns with the side walls and retaining walls in the rear previously. I would look to him but I have no further comment or questions.
- Ms. Gort: How high are the retaining walls? (Ms. Crump: The retaining walls previously approved were 6 feet in height, the extension will be shorter than the previously approved walls because the slope goes up in the rear of the lot.)
- Mr. Frechter: I will trust staff. I am not crazy about hot tubs showing from the front. Maybe we should look at code changes to require they be hidden around the side of the home behind a bump out or in the rear. (Mr. Truckey: Staff discussed the hot tub at length. The front yard is being retained and it complies with the Design Standards for this area.)
- Ms. Propper: I would agree with that code amendment.
- Mr. Leas: Maybe the applicants can be encouraged to put some landscaping to hide the hot tub? (Ms. Crump: There will be landscaping provided to screen the hot tub. It is shown on a different diagram.)

The Consent Calendar was approved as presented.

WORK SESSIONS:

1. Net Zero Density Calculation Code Amendment

Ms. Crump presented an overview of proposed amendments to Policy 3R. The following specific questions were asked of the Commission:

1. Does the Commission approve of the proposed code amendment to allow net zero construction or zero energy building density calculations for both residential and commercial buildings to deviate from standard construction density calculations by measuring to the midpoint if utilizing a double wall insulation cavity?
2. Does the Commission agree with the proposed definition of “zero energy building”?
3. Does the Commission have any additional comments or concerns related to this issue that you would like staff to relay to the Council?

Commissioner Questions / Comments:

- Ms. Propper: How would a measurement from the mid-point compare to measuring from the exterior wall on regular construction? (Ms. Crump: It depends on the construction. Typical exterior walls are at least 6 inches thick whereas this system is 21 inches thick. By using the midpoint, we are giving a leeway for the extra wall cavity compared to the typical constructed exterior wall. It is a way to calculate most of the wall system without penalizing livable square footage.)
- Mr. Giller: “Net zero energy” versus “zero energy” which anecdotally means no utility connections to me. Should we have the word “net” at the beginning of that paragraph? (Ms. Crump: We can; from my research the terms were used interchangeably in NREL.) (Mr. Truckey: I think we should look at how we wrote the zero energy ready homes in the building code so we’re consistent.)
- Mr. Leas: My only issue is the weak definition of “net zero.” This seems to say that if someone attempts to do the double wall construction etc. they will end up with a net zero building which is not necessarily the case. If the intention is to achieve net zero and they use these techniques then we will grant them the leeway, but to assume that we are going to have net zero building is unrealistic. (Ms. Crump: Are you referring to the density calculation description? We would assume they’re going to create a net zero energy building to use this definition for calculating density. Do you mean they need to prove that later on?) The intention of the building and code, and the architects following the code is to create an entity that achieves a standard if it is net zero, design standards. We should say that if the intention is net zero we allow the gross square footage with this calculation. (Mr. Truckey: I think you are saying to be more explicit in the intention on the building.) (Ms. Crump: If someone proposed a building with a thick exterior wall system, but weren’t going for net zero, we wouldn’t use this definition for calculating density.) How are you going to determine that? You can assume they are trying to achieve net zero. You need to give them the benefit of the doubt. (Mr. Truckey: I probably wouldn’t be supportive if an applicant were only attempting, we need assurance they will achieve net zero.)
- Mr. Frechter: What is the benefit of proposing a net zero building? Does it include government grants or from Xcel? (Ms. Crump: There certainly may be federal grant opportunities, or others, but no points at this time. This is important because for Town initiated workforce housing projects, Town Council wants them to be net zero.) They have to show a calculation for the proposal. Then they can get the benefit of calculating their density this way.
- Mr. Leas: If the building is not net zero, do we go back take away the added allowed density? This would be impossible. (Mr. Truckey: To be certain the project was achieving net zero, an energy consultant would confirm the building is going to achieve net zero. There is still a proofing that has to be done at CO. They have to make adjustments if they do not reach their original target.) For energy consumption, there is a pathway to get back to that standard. Once you have given up that square footage for the calculation though, you are not going to get that back if they fail to meet net zero. With a blower door test, you can change things. With a double-wall system, you would not

be able to go back and revert the construction to gain square footage. Whether they make the net zero building or not, we have given it away on the front end of this. There is no way to go back.

Mr. Giller: There is a process to confirm net zero will be achieved. The design, energy modeling, window glazing, sealing, building wraps, performance standards, all of that is calculated in and the permit would have to follow that. As Mark T mentioned, you perform a blower test at the end and that process works to confirm net zero.

Mr. Leas: The blower door test is just testing the leaking of the building.

Mr. Giller: There are inspections throughout the construction to verify the building components.

Mr. Leas: We are assuming all those standards will be met.

Mr. Giller: But it is a very sound assumption.

Ms. Crump: What if we had a stop gap in the calculation to keep people from abusing the net zero calculation? Like limiting the square footage that can be omitted?

Mr. Leas: I think that we need to recognize that we are not going to go back and remove density. Maybe they won't get their occupancy permit, but we are not going to ask the building to be removed. We are giving this up and we will hold the builders' feet to the fire to get to net zero. At the end of the day, we hope that the builder is building to that.

Mr. Gerard: I propose a policy statement that addresses the concerns. At the end of the definition add: "Using current best design, materials, and construction practices intended to achieve a net zero/zero energy structure." It gives us a statement of intent.

Mr. Gort: Most people have heated garages but at the bottom it says garages are excluded? (Ms. Crump: Parking garages that are not enclosed are not counted as density. We can change to "parking structure" for clarification.)

Mr. Frechter: Would someone try to use this system to make their homes even closer to the property lines? (Ms. Crump: They would still be limited by their envelope or setbacks.)

Commissioner Questions / Comments:

Ms. Propper: 1. Agree; 2. With Gerard's amendment, I agree; and 3. No comments.

Mr. Giller: 1. Agree; 2. Yes, with consideration for adding the term "net;" and 3. Yes, this removes the density penalty for constructing to net zero.

Mr. Leas: 1. Agree; 2. The definition of zero energy building is okay with other's comments and amendments added. Assuming that all amendments get put together, I would agree; and 3. I agree that it is a good way to solve a net zero situation. It applies more to duplexes, triplexes, and townhouses.

Mr. Gerard: The net zero/zero energy is really an aspirational matter right now. You can have the best intention, but you don't know how it will end up. 1. I am fully in support of this change, we will not punish you if want to do net zero construction; 1. Yes; and 2. I like the additional language; and 3. I have made my comments.

Ms. Gort: 1. Yes; 2. I agree with Gerard's amendments; and 3. I think this is a good way to encourage this type of construction.

Mr. Frechter: 1. Yes; and 2. I agree with the amendment from Gerard; and 3. I think that we need to revisit this down the road and see how the net zero projects are performing and do we need to revisit the code. If technologies improve, to make the walls systems smaller, we may want to remove this alternate calculation.

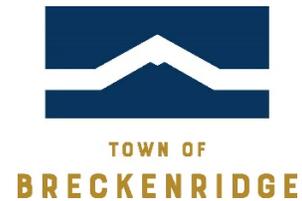
OTHER MATTERS:

1. Town Council Summary, upcoming State APA conference and Planning Commission field trip to look at workforce housing.

ADJOURNMENT:

The meeting was adjourned at 6:28pm.

Allen Frechter, Chair



Memo

To: Town Council
From: Mark Truckey, Community Development Director
Date: 8/2/2023, for the meeting of August 8, 2023
Subject: Outdoor Display Amendments First Reading

Chapter 9-7 of the Town Code (Outdoor Display of Merchandise) limits the outdoor display of merchandise to one item per business in the downtown area, with some exceptions. One of those exceptions is for Bicycles, which may be displayed outside of a business on private property. The Council recently received a request for displaying Paddleboards outside a business and the Council agreed it made sense to allow this. The attached ordinance draft addresses this, along with some other issues as outlined below.

- The proposed amendments now include Bicycles, Paddleboards, Canoes, and Kayaks—collectively referred to as Oversized Outdoor Equipment. These uses require a Class D minor permit from Planning, which is something Planning staff processes administratively in a typically quick process.
- The wording regarding approval by the Planning Commission has been changed to instead refer to the Community Development Director, as the Planning Commission does not review Class D minor permits.
- The term “Bicycle” has been amended to include ski bikes and electric bikes.
- An amendment has been made to the Outdoor Sales Days, allowing the Town Manager to designate a third weekend (in addition to Memorial Day and Labor Day) when display of multiple outdoor merchandise items by a business is allowed.

Staff welcomes Council input.

A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO DISPLAY MERCHANDISE OUTDOORS.

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

Section 1. That section 9-7-4, entitled DEFINITIONS, is amended to add the language underlined to read as follows:

BICYCLE: Every vehicle propelled solely by human power applied to pedals upon which any person may ride having two (2) tandem wheels or two (2) parallel wheels and one forward wheel, all of which are more than fourteen inches (14") in diameter. For purposes of the development code, the term "bicycle" includes ski bikes and electric bikes.

Section 2. That subsection C of section 9-7-6 shall be amended by deleting the language stricken and adding the language underlined to read as follows:

C. ~~Bicycles, Canoes, Kayaks, Paddleboards ("oversized outdoor equipment"):~~ Oversized outdoor equipment for sale or rent may be displayed outdoors subject to a permit under bicycles offered for sale or rental, subject to the following conditions:

1. The person desiring to display ~~bicycles outdoors~~ oversized outdoor equipment shall obtain a class D minor development permit prior to any such display. The application for such permit shall include a site plan indicating where ~~bicycles~~ the oversized outdoor equipment ~~are~~ is to be displayed and where existing, approved and/or required landscaping is located or is to be located. If the applicant for the permit is not the owner of the property on which the ~~bicycles~~ oversized outdoor equipment ~~are~~ is to be displayed, the written consent of the property owner to the proposed application shall be submitted concurrently with the application.

2. The outdoor display of ~~bicycles~~ oversized outdoor equipment shall be confined to the private property of the business which is offering ~~the bicycles~~ it for sale or rental.

3. No ~~bicycle~~ oversized outdoor equipment shall be hung from or on any exterior portion of a building or structure; provided, that ~~bicycles~~ oversized outdoor equipment may be so hung for storage purposes only if the applicant lacks sufficient space to otherwise store the ~~bicycles~~ oversized outdoor equipment and then only if the ~~planning commission~~ Community

1 Development Director makes the following findings and incorporates such findings into the
2 development permit as conditions:

- 3 a. The hanging of ~~bicycles~~ oversized outdoor equipment will be for storage purposes only and
4 will not be used as signage or as an attention getting device.
- 5 b. The hanging of ~~bicycles~~ oversized outdoor equipment will not destroy any historic structure
6 or significantly alter the historic character of a structure.
- 7 c. The hanging of ~~bicycles~~ oversized outdoor equipment will not hide a historic structure or
8 significantly alter the historic character of a structure.
- 9 d. No rack for the hanging of ~~bicycles~~ oversized outdoor equipment will be mounted on a
10 facade of a building which faces a street (not including an alley).
- 11 e. ~~Bicycles~~ Oversized outdoor equipment will be hung so as not to constitute a safety hazard
12 for pedestrians.
- 13 f. The ~~bicycles~~ oversized outdoor equipment to be hung will be screened in a manner
14 appropriate for the location.

15
16 **Section 3.** That subsection I of 9-7-6, entitled “Exemptions” be amended by adding the
17 language underlined to read as follows:

18 I. Outdoor Sales Days: Outdoor displays of merchandise conducted on the following Outdoor
19 Sales Days: Memorial Day weekend including Friday through Monday and Labor Day Weekend
20 including Friday through Monday, and a third weekend within the calendar year if designated by
21 the Town Manager within their sole discretion.

22 **Section 4.** That a new subsection N be added to section 9-7-6, entitled “Exemptions” by
23 adding the language underlined to read as follows:

24
25 **Section 5.** This ordinance shall be published and become effective as provided by
26 Section 5.9 of the Breckenridge Town Charter.

27
28 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
29 PUBLISHED IN FULL this 8th day of August, 2023. A Public Hearing shall be held at the regular
30 meeting of the Town Council of the Town of Breckenridge, Colorado on the ___th day of August,
31 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

32
33 TOWN OF BRECKENRIDGE, a Colorado
34 municipal corporation

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By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Town Council
From: Rick G. Holman, Town Manager
Date: 08/01/2023
Subject: First Reading of an Ordinance to Approve a Five-year Lease with the Breckenridge Tourism Office

Attached is the 1st Reading of an Ordinance that will allow the Town Manager to execute a 5- year lease with the Breckenridge Tourism Office (BTO). This lease is for 2,365 square feet of office space that will be located on the first floor of the Professional Building at 130 Ski Hill Road. This is a gross lease starting off at \$6,000/month for the first year with a 3% escalator built in for each year after the first. The Town has allowed BTO early access to the office space to complete some renovations in anticipation of their move in September.

I will be available at the meeting on August 8th should you have any questions.

COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE APPROVING A LEASE WITH THE BRECKENRIDGE TOURISM OFFICE, INC.

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

Section 1. The Commercial Lease of the Breckenridge Professional Building, located at 130 Ski Hill Rd., is hereby approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. Minor changes to or amendments of the approved agreement may be made by the Town Attorney if the proposed changes or amendments do not substantially affect the consideration to be received or paid by the Town pursuant to the approved agreement, or the essential elements of the approved agreement.

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 ____ day of _____, 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

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Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney

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**BRECKENRIDGE PROFESSIONAL BUILDING
LEASE COVER AND SUMMARY SHEET**

TENANT NAME: Breckenridge Tourism Office, Inc.

Premises: Unit(s) 140

Guarantor: N/A

Unit Area: Approximately 2,365 Square Feet

Lease Structure: Gross

Use: Office

Base Lease Rate:

Year	Beg	End	Rent/SF	Annual Inc	MO Rent	Yr Rent
1	9/1/2023	8/31/2024	\$30.44		\$6,000.00	\$72,000.00
2	9/1/2024	8/31/2025	\$31.36	3.0%	\$6,180.00	\$74,160.00
3	9/1/2025	8/31/2026	\$32.30	3.0%	\$6,365.40	\$76,384.80
4	9/1/2026	8/31/2027	\$33.27	3.0%	\$6,556.36	\$78,676.34
5	9/1/2027	8/31/2028	\$34.26	3.0%	\$6,753.05	\$81,036.63

Lease Term: Five (5) Years

Option: None

**Rent & Additional
Rent Commencement**

Date: September 1, 2023

Date of Possession: September 1, 2023

Security Deposit: \$ None

Tenant Improvements: All tenant improvements require permits with the Town acting in its governmental capacity and Landlord approval

Parking Spaces: Non-exclusive use of Parking Areas. **No assigned parking spaces.**

Broker Commission: Breckenridge Real Estate Company, LLC is Landlord's exclusive leasing agent for the Premises.

Notes: *Tenant shall have access to the Premises prior to Commencement Date upon the date the Lease is entered into for approved tenant improvements, furniture, fixtures and equipment installation. Tenant shall not occupy the Premises until Commencement Date.*

1 **COMMERCIAL LEASE**

2 **Breckenridge Professional Building**

3 **130 Ski Hill Rd.**

4
5 THIS COMMERCIAL LEASE ("**Lease**") is made and entered into as of the Effective
6 Date, hereafter defined, between the TOWN OF BRECKENRIDGE, a Colorado municipal
7 corporation ("**Landlord**"), and Breckenridge Tourism Office, Inc., a Colorado nonprofit
8 corporation ("**Tenant**"). In consideration of the mutual covenants provided for herein, the
9 parties hereto agree as follows:

10 I. PREMISES

11
12 Section 1.1. Landlord is the owner of certain real estate legally described as
13 Condominium Unit(s) 1-12, according to the Condominium Map of the Sawmill Station
14 Square Commercial Building No. 1 recorded January 7, 1980, under Reception No. 201810,
15 and as defined and described in the Condominium Declaration recorded January 7, 1980 at
16 Reception No. 201809 and Amendment recorded September 14, 1084 at Reception No. 284378,
17 all in the records of the Clerk and Recorder of Summit County, Colorado, Town of
18 Breckenridge, County of Summit, State of Colorado, with an address of 130 Ski Hill Road,
19 Unit(s) 140, Breckenridge, CO 80424, consisting of approximately 2,365 square feet,
20 determined in accordance with BOMA standards (collectively the "**Premises**"). Landlord
21 hereby leases and demises to Tenant all of the Premises, plus the non-exclusive use of the
22 "Common Areas" of the building known as the Breckenridge Professional Building (the
23 Common Areas and Breckenridge Professional Building shall hereinafter be referred to
24 collectively as the "**Professional Building**"). The term Common Areas as used in this Lease
25 shall include, but not be limited to, access roads, walkway areas, and other portions of the
26 Professional Building that are not designated as a unit or otherwise allocated for the
27 exclusive use of any other unit or party.

28
29 Section 1.2. The Premises, including all units and the Common Areas, are subject to
30 the terms, conditions and provisions of the Condominium Declaration for the Sawmill
31 station Square Commercial Building No. 1 described in Section 1.1, as amended
32 ("**Declaration**").

33
34 Section 1.3. The Premises are leased in "**AS IS**" condition. Any changes in the
35 condition of the Premises as delivered by Landlord shall be at Tenant's sole cost and
36 expense, and no credit shall be given nor any reduction in rent for changes or
37 improvements made by Tenant. Tenant shall be responsible for all improvements to the
38 Premises. No improvements shall affect the exterior appearance thereof and all
39 improvements shall be subject to Landlord's prior written approval of plans to be provided

COMMERCIAL LEASE

1 by Tenant. Tenant shall be responsible for securing all necessary permits, at its sole cost
2 and expense, from the Town of Breckenridge Building Department.

3 II. TERM

4 Section 2.1. The “**Term**” of this Lease and the obligation to pay rent shall commence
5 on September 1, 2023 (“**Commencement Date**”), and shall continue until midnight on
6 August 31, 2028, unless sooner terminated as provided in this Lease. *However, Tenant and*
7 *Tenant’s representatives shall have access to the Premises prior to Commencement Date upon*
8 *the date the Lease is entered into for approved tenant improvements, furniture, fixtures and*
9 *equipment installation. Tenant shall not occupy the Premises until Commencement Date.*

10 Section 2.2. Landlord hereby grants to Tenant the right and option to renew the
11 initial Term of the Lease set forth in Section 2.1 hereof for none additional successive
12 periods of N/A (N/A) years each (each a “**Renewal Term**”), such renewal terms to
13 begin, respectively, upon the expiration of the original term of this Lease or the previous
14 renewal term, as applicable, and all terms, covenants and provisions of this Lease shall
15 apply to such renewal terms except that Rent shall be established as set forth in Section 3.2
16 herein, and Tenant shall not have any further option to again renew the term of the Lease
17 following the exercise of the above-stated options. To exercise the option herein granted,
18 Tenant shall deliver written notice of its intent to renew (the “**Renewal Notice**”) to
19 Landlord not earlier than six (6) months, but not later than three (3) months, before the
20 expiration of the initial Term or renewal term, as applicable; provided, however, as a
21 condition precedent to the effectiveness of Tenant’s right to renew herein, Tenant must not
22 be in default of any of its obligations under this Lease beyond all applicable notice and cure
23 periods at the time of Tenant’s delivery of the Renewal Notice. If any one of the foregoing
24 conditions precedent are not satisfied, Tenant shall have no right to renew this Lease
25 unless otherwise agreed to by Landlord in writing in its sole and absolute discretion. In the
26 event Tenant renews the Lease pursuant to the terms hereof, then Landlord and Tenant
27 shall execute an amendment to this Lease extending the Term.

28 III. RENT

29
30 Section 3.1. Tenant covenants and agrees to pay Landlord in equal monthly
31 installments, “**Rent**” for the Premises during the initial Term as follows:

Year	Beg	End	Rent/SF	Annual Inc	MO Rent	Yr Rent
1	9/1/2023	8/31/2024	\$30.44		\$6,000.00	\$72,000.00
2	9/1/2024	8/31/2025	\$31.36	3.0%	\$6,180.00	\$74,160.00
3	9/1/2025	8/31/2026	\$32.30	3.0%	\$6,365.40	\$76,384.80
4	9/1/2026	8/31/2027	\$33.27	3.0%	\$6,556.36	\$78,676.34
5	9/1/2027	8/31/2028	\$34.26	3.0%	\$6,753.05	\$81,036.63

32

1 Beginning on the Commencement Date, Rent and Additional Rent (as hereinafter
2 defined) shall be due and payable each month, in advance, on the first day of each calendar
3 month without demand, set off, or deduction whatsoever, by check, money order or
4 cashier's check to Landlord's address or by automated clearing house (ACH) transfer into
5 Landlord's bank account as designated by Landlord from time to time. Tenant shall also be
6 required to prepay last month's rent on the Commencement Date.

7 Section 3.2. The Rent for each Renewal Term shall be determined prior to the start
8 of each Renewal Term at either the fair market rent for a similar unit in Town of
9 Breckenridge, or the average basic rent for a similar unit within the Professional Building,
10 whichever is higher. Landlord and Tenant shall execute an amendment to this Lease prior
11 to the start of each Renewal Term indicating the Rent according to the terms hereof.

12 Section 3.3. All items designated as "**Additional Rent**" under this Lease, as that
13 term is more fully described in Article IV hereof, shall be due and payable at the same time
14 as Rent is due, unless another time is specified. If any installment of Rent or Additional
15 Rent is not paid within five (5) days of when due, Landlord shall be entitled to collect a late
16 fee of five percent (5%) of the amount of the past due installment. Such late fee shall be
17 due and payable immediately as Additional Rent without any other notice or demand from
18 Landlord. Furthermore, any installment more than ten (10) days past due shall be
19 considered a loan from Landlord to Tenant which shall bear interest from the due date of
20 the installment or installments at the rate of eighteen percent (18%) per annum until fully
21 paid.

22 IV. ADDITIONAL RENT

23
24 Section 4.1. This lease shall be a gross lease and Tenant shall **NOT** be required to
25 pay, as "**Additional Rent**," Tenant's pro-rata share, as determined by the square footage of
26 the Premises as a percentage of the square footage of all units within the Professional
27 Building ("**Pro Rata Share**"), all the following unless otherwise provided herein:

28 Section 4.1.1. Tenant shall **NOT** be responsible for paying Tenant's Pro Rata
29 Share of all monthly or other periodic costs of the common utilities for the Premises,
30 currently including trash disposal, water and sewer, and CAM as hereafter defined. To the
31 extent allowable by each utility provider, and in the event utilities are metered separately
32 to the Premises, Tenant shall contract directly with utility providers not paid by Landlord,
33 and all utility payments shall be directed to the respective utility providers including but
34 not limited gas, electric, internet, cable and telephone.

35 Section 4.1.2. Tenant shall **NOT** be responsible for paying Tenant's Pro Rata
36 Share of all operation and maintenance costs ("**CAM**") of the Premises. CAM includes all
37 expenditures made by Landlord to operate and maintain the Professional Building,
38 including, but not limited to, utilities not separately metered to the Premises (common
39 trash disposal, water and sewer), repairs, replacement costs (due to ordinary and
40 extraordinary wear and tear or catastrophe), and snow/ice removal (including removal

COMMERCIAL LEASE

1 from roofs and other building elements, abutting roadways, and walkways, as needed),
2 landscaping and lawn maintenance, painting, staining, and exterior building repair and
3 replacement, repair and replacement of utility systems, depreciation of machinery and
4 equipment used in such repair and replacement, and the cost of all personnel to implement
5 such services, including but not limited any management fees assessed by the Landlord's
6 property manager. Any and every cost of repair or replacement of any portion of the
7 Professional Building shall be included in CAM and the foregoing list of items is provided
8 for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of
9 all possible CAM. CAM shall include amounts deemed necessary by Landlord to establish
10 and maintain appropriate reserves, based upon commercially accepted practices, for the
11 eventual repair, maintenance and replacement of all exterior and structural elements of the
12 Professional Building, including, but not limited to, the roof elements, siding elements,
13 exterior painting and/or staining ("**CAM Reserves**").

14 Section 4.1.3. Real Estate Taxes.

15
16 4.1.3.1 As used in this Lease, the term "taxes" shall mean all personal property
17 and real property taxes which may be levied, assessed or imposed arising out of Tenant's
18 occupancy and use of the Premises pursuant to this Lease.

19
20 4.1.3.2 Pursuant to Section 39-3-105, C.R.S., all real or personal property owned
21 by Landlord is exempt from taxation. However, the parties acknowledge that Tenant's
22 occupancy and use of the Premises pursuant to this Lease may be deemed to be a taxable
23 possessory interest pursuant to Section 39-1-103(17)(a), C.R.S.

24
25 4.1.3.3 Any taxes lawfully assessed arising from Tenant's occupancy and use of
26 the Premises pursuant to this Lease shall be paid by Tenant, and Tenant shall indemnify and hold
27 Landlord harmless from any such taxes. Any taxes due arising from Tenant's occupancy and use
28 of the Premises pursuant to this Lease shall be paid by Tenant in a timely manner. Prior to the
29 last day for payment of such taxes without penalty or interest, Tenant shall provide to Landlord a
30 photostatic copy of the receipt(s) or cancelled check(s) showing payment of the taxes. Tenant
31 may pay any taxes in installments if permitted by law.

32
33 4.1.3.4 In the event Tenant is liable for the payment of any taxes arising from
34 Tenant's occupancy and use of the Premises pursuant to this Lease, Tenant shall have the right,
35 at its sole expense, to contest any such taxes by the commencement and prosecution, in good
36 faith and with due diligence, of appropriate legal proceedings; provided that Tenant makes
37 timely payment of such taxes if Tenant loses the contest. Tenant shall advise Landlord prior to
38 instituting any such contest and shall as a condition of exercising such right provide Landlord
39 such reasonable assurance as it may request that such contest will be in compliance with the
40 provisions of this Section. Town, at Tenant's sole cost and expense, shall reasonably cooperate
41 with Tenant in any such contest, may join in the contest, and shall execute and deliver such
42 documents and instruments as may be necessary or appropriate for prosecuting an effective
43 contest.

44

COMMERCIAL LEASE

1 Section 4.1.4. Tenant shall be responsible for and shall pay before
2 delinquency all municipal, county, state, and federal taxes assessed during the Term of this
3 Lease against all services, goods and other sales from the Premises, furniture, fixtures,
4 equipment, goods and personal property of any kind owned by or placed in, upon or about
5 the Premises by Tenant. Within ten (10) days after demand, Tenant shall furnish Landlord
6 with satisfactory evidence of these payments.

7 Section 4.1.5. Landlord's Insurance Costs. Landlord shall procure and
8 maintain such fire and casualty, loss of rents, and liability insurance on the Premises as it
9 deems proper and appropriate ("**Insurance Costs**"). Tenant shall **NOT** be responsible for
10 paying Tenant's Pro Rata Share of all Insurance Costs. Such insurance shall not be required
11 to cover any of the Tenant's property and the Tenant shall have no interest in any of the
12 proceeds of such insurance. Tenant shall procure and maintain insurance on the Premises
13 as set forth in Section XI.

14 Section 4.1.6. Tenant shall be responsible for paying any other Additional
15 Rent incurred as set forth in this Lease.

16 Section 4.2. Any Additional Rent shall be paid by Tenant to Landlord in equal
17 monthly installments concurrent with the payment of Rent. Payments of Additional Rent
18 shall be calculated as follows: on, or before the commencement date of the Term, Landlord
19 shall give Tenant a statement of the estimated annual CAM, Real Estate Taxes (if any, paid
20 by Landlord for the Professional Building), and Insurance Costs for the Professional
21 Building based on the prior year's actual expenses ("**Estimate of Costs**"). Tenant shall pay
22 Additional Rent to Landlord based upon the Estimate of Costs divided by twelve (12). The
23 Estimate of Costs shall be the basis of such Additional Rent calculated until Tenant is
24 notified by Landlord of a change thereof. Within thirty (30) days of the end of each calendar
25 year, Landlord will compute actual CAM, Real Estate Taxes, and Insurance Costs for the
26 preceding year ("**Actual Costs**"). Landlord shall provide Tenant with a statement of Actual
27 Costs. In the event that Tenant's payment of Additional Rent for said calendar year totals
28 less than the Tenant's Pro Rata Share of the Actual Costs, Tenant shall be obligated to pay
29 Landlord, within ten (10) days of receipt of statement, the difference between Tenant's Pro
30 Rata Share of Actual Costs and the Additional Rent actually paid for said calendar year. In
31 the event Tenant's Additional Rent actually paid for said calendar year exceeds Tenant's
32 Pro Rata Share of Actual Costs, such excess shall be credited to Tenant's account. The
33 Actual Costs of the prior calendar year shall be used for the purpose of calculating the
34 Estimate of Costs for the then current year.

35 V. DEPOSIT

36
37 Section 5.1. To secure the faithful performance by Tenant of all of Tenant's
38 covenants, conditions, and agreements in the Lease to be observed and performed,
39 Landlord shall continue to hold Tenant's deposit in the amount of zero Dollars (\$ -0-) as
40 a security deposit (the "**Deposit**"). The Deposit may also be used in the event of
41 termination of the Lease by re-entry, eviction, or otherwise.

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1 Section 5.2. The parties agree: (1) that the Deposit or any portion thereof, may be
2 applied to cure any Default that may exist, and/or payment of subsequent damages and
3 costs incurred by Landlord, without prejudice to any other remedy or remedies that the
4 Landlord may have on account thereof, and upon such application Tenant shall pay
5 Landlord on demand the amount so applied, which shall be added to the Deposit so it will
6 be restored to its original amount; (2) that Landlord shall not be obligated to hold the
7 Deposit as a separate fund; and (3) that should a Default occur, Landlord may, as an
8 additional remedy, increase the Deposit at its sole discretion.

9 Section 5.3. If Tenant shall perform all of its respective covenants and agreements
10 in the Lease, the Deposit, or the portion thereof not previously applied pursuant to the
11 provisions of the Lease, together with a statement, shall be returned to Tenant without
12 interest, provided Tenant has vacated the Premises and surrendered possession thereof to
13 Landlord.

14 VI. GUARANTY

15 Section 6.1. *This section has been intentionally deleted.*

17 VII. USE AND OPERATION OF PREMISES

18
19 Section 7.1. Tenant shall use the Premises for operating a office, and for no
20 other purposes without Landlord's prior written consent, which consent may be withheld
21 in Landlord's sole discretion. Tenant shall be permitted to place and utilize the seating
22 currently placed in the hallway and shall have unrestricted access to the janitorial closet
23 located between the two restrooms closest to the Premises. Tenant shall also be permitted
24 to maintain televisions and a sound system in the Premises.

25 Section 7.2. Tenant's use of the Premises as provided in Section 7.1 shall be in
26 accordance with the following:

27 Section 7.2.1. Tenant shall not do any act or engage in any activities which
28 would result in a cancellation or increase in the rate of any insurance covering the
29 Professional Building.

30 Section 7.2.2. Tenant shall keep the Premises in a safe, sanitary, clean and
31 proper manner and condition and comply with all laws, regulations, development permits,
32 zoning regulations, rulings, ordinances, agreements or bylaws concerning the Premises or
33 Tenant's use of the Premises.

34
35 Section 7.2.3. Tenant shall not use the Premises in any manner which will
36 constitute waste, nuisance, or unreasonable annoyance.

37 Section 7.2.4. Tenant shall not intentionally do anything in the Premises that
38 will cause damage to the Premises. The Premises shall not be electrically overloaded. No

COMMERCIAL LEASE

1 machinery, apparatus or other appliance shall be used or operated in or on the Premises
2 that will in any manner injure, vibrate or shake the Premises or cause unreasonable noise
3 to be transmitted to the public.

4 Section 7.2.5. Tenant shall not cause or permit any hazardous material to be
5 brought upon, kept or used in, or about the Premises by Tenant, its agents, employees,
6 contractors, or invitees. If Tenant breaches the obligations stated in the preceding
7 sentence, or if the presence of hazardous material on the Premises caused, or permitted by
8 Tenant results in contamination of the Premises, or if contamination of the Premises by
9 hazardous material otherwise occurs for which Tenant is responsible to Landlord for
10 resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from
11 any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

12 Section 7.3. Tenant shall not place or allow to be placed any permanent signs clearly
13 visible and readable from (and intended to advertise to) areas outside of the Premises,
14 upon, in or about the said Premises or any part thereof, except in compliance and
15 conformity with a sign permit issued by the Landlord in its governmental capacity. Further,
16 no sign shall be placed upon the Premises or the Professional Building by Tenant without
17 the prior written consent of Landlord, which consent shall not be unreasonably withheld.
18 Tenant is responsible for providing design and signage at Tenant's sole cost and expense. In
19 case Landlord shall deem it necessary to remove any such signs in order to paint or make
20 any repairs, alterations or improvements in or upon said Premises or any part thereof, they
21 may be so removed, but shall be replaced at Landlord's expense when the said repairs,
22 alterations or improvements shall have been completed. Any signs permitted by Landlord
23 shall be maintained by Tenant at its sole cost and shall at all times conform with all codes
24 or ordinances of the Town of Breckenridge, or other laws and regulations applicable
25 thereto.

26 Section 7.4. Tenant shall not cause or permit any violation of the Americans with
27 Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents,
28 employees, contractors, or invitees. Tenant shall indemnify, defend and hold Landlord
29 harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or
30 losses (including, without limitation, diminution in value of the Premises, damages for the
31 loss or restriction of use of rentable or usable space, damages arising from any adverse
32 impact on marketing of space, and sums paid in settlement of claims, attorneys' fees,
33 consultation fees and expert fees) that arise during or after the Term as a result of such
34 violation. This indemnification of Landlord by Tenant includes, without limitation, costs
35 incurred in connection with any investigation of site conditions or any remedial work
36 required by any federal, state, or local governmental agency or political subdivision
37 because of any ADA violation present on or about the Premises. Tenant shall be permitted
38 to make such alterations to the Premises as may be necessary to comply with the ADA, at
39 Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the
40 foregoing, if the presence of any ADA violation on the Premises caused or permitted by
41 Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at
42 its sole expense as are required by any authority to comply with the ADA; provided that

COMMERCIAL LEASE

1 Landlord's consent to such actions shall first be obtained, which shall not be reasonably
2 withheld.

3 Section 7.5. Tenant shall allow no auction, fire, liquidation, relocation, sheriff's,
4 receiver's distress, or bankruptcy sale in the Premises without the previous written
5 consent of the Landlord.

6 Section 7.6. Tenant's use of the Premises shall conform with and be subject to any
7 and all rules and policies the Landlord (or any condominium association for the
8 Professional Building ("**Association**") may adopt concerning use of the Professional
9 Building and the Common Area. for all tenants a Tenant shall use its best efforts to cause its
10 agents, employees, customers, invitees, licensees and concessionaries to comply with such
11 rules and policies.

12 VIII. MAINTENANCE

13
14 Section 8.1. Subject to Tenant's obligation to pay Additional Rent provided for in
15 Section IV, Landlord shall maintain the foundation, exterior walls, roof, and mechanical
16 systems of the Professional Building. Landlord shall provide janitorial services for the
17 purposes of daily cleaning of public restrooms and public walkways. The Association shall
18 maintain all common area walkways, signage on shared sign posts, landscaping, and
19 exterior lighting in good repair. All costs incurred by Landlord in performing the work and
20 duties described in this Section 8.1 shall be included in the CAM. Landlord shall use
21 reasonable efforts to cause any necessary repairs to be made promptly; provided, however,
22 that Landlord shall have no liability whatsoever for any delays in causing such repairs to be
23 made, including, without limitation, any liability for injury to or loss of Tenant's business,
24 nor shall any delays entitle Tenant to any abatement of Rent and Additional Rent or
25 damages, or be deemed an eviction of Tenant in whole or in part. Failure by the
26 Association to maintain the common areas, or other related agreements, shall expressly not
27 be a default by Landlord of any maintenance obligations hereunder.

28 Section 8.2. Tenant shall keep all of the Premises not required to be maintained by
29 Landlord and the Association under Section 8.1, including, without limitation, all
30 equipment, facilities and fixtures therein contained, all mechanical systems within the
31 Premises, in good order, condition and repair, in a neat, clean, sanitary and safe condition,
32 and in accordance with all applicable laws, ordinances and regulations of any governmental
33 authority having jurisdiction. Tenant shall permit no waste, damage, or injury to the
34 Premises. The Tenant's obligation to maintain the interior of the Premises shall specifically
35 include the obligation to maintain the Premises, including the furniture, fixtures, walls and
36 flooring, in a condition that is at the same standards of maintenance and repair as a first-
37 class commercial property. The Tenant's maintenance obligation with respect to the
38 fixtures, furniture, furnishings and equipment shall specifically include the obligation to
39 repair, restore and replace obsolete, broken, run-down, and worn out items on a regular
40 basis. The term equipment as used herein shall include all mechanical equipment located
41 within the Premises, including but not limited to heating and plumbing equipment and

COMMERCIAL LEASE

1 fixtures, and kitchen equipment and fixtures, if any. As set forth and subject to the
2 requirements set forth in Section 7.3 above, Tenant shall be responsible for the
3 maintenance and repair of any and all signs permitted on the Premises regarding Tenant's
4 business attached to the Professional Building.

5 Section 8.4. Tenant shall keep the exterior and the interior of all windows and the
6 glass in any doors or displays, clean and, in the event any such windows or glass in doors is
7 cracked or broken, shall forthwith, at Tenant's own expense, replace all such glass with
8 glass of the same quality, unless such replacement is required as the result of breakage
9 caused by the act or omission of Landlord, its customers, invitees, agents and employees.

10 IX. ALTERATIONS

11
12 Section 9.1. No alterations, additions, or improvements, including, but not limited
13 to, the provision or installation of electrical outlets or lines, lighting fixtures, plumbing lines
14 or fixtures, or other equipment required by Tenant, shall be made, and no fixtures shall be
15 installed or attached to the Premises without Landlord's prior written approval, which
16 shall not be unreasonably delayed or withheld, of plans and specifications provided by
17 Tenant at its sole cost and expense. In addition, Landlord reserves the right of reasonable
18 approval of Tenant's selection of all third party contractors performing work on Tenant's
19 improvements, and, in order to provide Landlord an opportunity both to exercise this right
20 and to post or serve notices of non-liability, Tenant shall provide Landlord with a written
21 list of all third party contractors who will be performing work on Tenant's improvements
22 at least ten (10) days prior to the beginning of any such work.

23 Section 9.2. Tenant shall furnish such indemnification against liens, costs, damages
24 and expenses as may be reasonably required by Landlord. Except as hereinafter provided,
25 Tenant shall not make any structural alterations in or additions to the Premises. If
26 structural or non-structural alterations or additions become necessary because of the
27 application of laws or ordinances or other directions, rules or regulations of any regulatory
28 authority having jurisdiction over the Premises or the business carried on by Tenant, or
29 because of any wrongful act or default on the part of Tenant, or because Tenant has
30 overloaded an electrical or other facility, Tenant shall make such alterations and additions
31 at its own cost and expense after first obtaining Landlord's written approval of plans and
32 specifications and furnishing such indemnification against liens, costs, damages and
33 expenses as Landlord may reasonably require.

34 Section 9.3. Unless otherwise provided herein, all alterations, additions or
35 improvements when made, installed, or attached to the Premises by Tenant, not including
36 trade fixtures of Tenant, shall belong to and become the property of Landlord and shall be
37 surrendered with the Premises as part thereof upon the expiration or sooner termination
38 of this Lease, without hindrance, molestation or injury. Notwithstanding that the
39 alterations, additions, or improvements may have become an integral part of the Premises,
40 Landlord may require Tenant to remove all or any part of such alterations, additions,
41 improvements, or fixtures, including without limitation the walls erected by Tenant, at the

COMMERCIAL LEASE

1 expiration or earlier termination of this Lease, restoring the premises to the same
2 condition existing at the beginning of the original term, ordinary wear and tear excepted. If
3 Landlord does so require, Tenant shall repair all damages resulting from such removal and
4 should Tenant fail to remove such alterations, additions, improvements or fixtures or fail to
5 repair damages resulting from such removal, Landlord may remove the same or make such
6 repairs for Tenant's account, and Tenant shall pay to Landlord, on demand, an amount
7 equal to Landlord's costs incurred in such removal or repair.

8 Section 9.4. All work with respect to any permitted alterations, additions, or
9 improvements, shall be done at Tenant's sole cost and expense in a good and workmanlike
10 manner, strictly in accordance with the plans and specifications required to have been
11 approved by Landlord. In doing said work, other Tenants of Landlord shall not be
12 adversely affected nor unreasonably inconvenienced. Tenant shall, at its own expense,
13 obtain all necessary building or other permits or approvals required by appropriate
14 governmental authorities prior to beginning such work. If any mechanics' or other liens
15 shall be created or filed against the Premises by reason of labor performed or materials
16 furnished for Tenant in the alteration, addition or repair to any building or improvement,
17 Tenant shall, within ten (10) days thereafter, at Tenant's own cost and expense, cause such
18 lien or liens, and any related notices, to be satisfied and discharged of record, unless Tenant
19 promptly disputes such lien or liens and protects Landlord with title insurance, a bond, or a
20 cash deposit reasonably satisfactory to Landlord. Failure to do so shall entitle Landlord to
21 resort to such remedies as are provided herein in the case of any default of this Lease, in
22 addition to such as are permitted by law.

23 Section 9.5. Any goods, inventory, equipment, trade fixtures or other personal
24 property of Tenant, whether affixed or not affixed to the Premises, not removed by Tenant
25 upon the termination of this Lease, or upon any quitting, vacating or abandonment of the
26 Premises by Tenant, or upon Tenant's eviction, shall be considered abandoned if not
27 removed within ten (10) days after notice from Landlord, and, if not removed within such
28 ten (10) days, Landlord shall have the right to sell or otherwise dispose of the same at the
29 expense of Tenant, and shall not be accountable to Tenant for any part of the proceeds of
30 such sale, if any.

31 Section 9.6. As provided in Colorado Revised Statutes §§ 39-26-117(1)(b) and 39-
32 26-205(3), both as amended from time to time, the Premises and all of the improvements
33 made to or installed in the Premises (whether constructed by, for or at the expense of
34 Landlord or Tenant), all of which shall be deemed property owned by Landlord, shall be
35 exempt from any lien for sales and use taxes otherwise imposed by the taxing authorities of
36 the State of Colorado. In order to secure this exemption from the date of execution of this
37 Lease, upon execution of this Lease, Landlord and, at Landlord's request, Tenant, shall
38 execute a memorandum of this Lease for filing with the Colorado Department of Revenue,
39 such memorandum to be in such form as may be prescribed by that Department.

40

COMMERCIAL LEASE

1 X. UTILITIES AND SERVICES

2
3 Section 10.1. Tenant shall be responsible for contracting for and paying for all
4 electric, gas, telephone, cable and internet utility services, and any other separately
5 metered utilities provided to the Premises. Landlord, as part of CAM, will contract and pay
6 for all trash, water and sewer utility services provided to the Premises; provided, however,
7 in the event these utilities are metered separately in the future, Tenant shall contract
8 directly with utility providers not paid by Landlord, and all utility payments shall be
9 directed to the respective utility providers.

10 XI. INSURANCE AND INDEMNIFICATION

11
12 Section 11.1. The Tenant shall be responsible for any liability or damages and shall
13 indemnify and save Landlord harmless from any liability or damages for any loss, cost,
14 damage or expense (including reasonable attorneys' fees and expert witness fees) arising
15 out of any accident or other occurrence due to the negligence of the Tenant, its employees,
16 agents, servants, customers or other invitees.

17 Section 11.2. Landlord shall not be liable to Tenant for any damage to Tenant or
18 Tenant's personal property, fixtures, or Tenant improvements from any cause except when
19 such damage is the result of the negligence of Landlord, the Association, or their authorized
20 agents. Tenant waives all claims against Landlord for damage to persons or property
21 arising for any other reason.

22 Section 11.3. Landlord shall not be liable to Tenant for any damage occasioned by
23 plumbing, electrical, gas or other utility systems or facilities, for any damage resulting from
24 the leakage of water through any roof, wall, skylight or vent, or for any damage arising from
25 the acts or negligence of Tenant or other occupant of adjacent property, except where such
26 damage results from negligence of Landlord.

27 Section 11.4. Tenant shall maintain in full force and effect from the Effective Date
28 through the entire term of this Lease, at its own expense, the following policy or policies of
29 insurance:

30 Section 11.4.1. Comprehensive general liability insurance, including
31 property damage, insuring Landlord and Tenant from and against all claims, demands,
32 actions or liability for injury to or death of any persons, and for damage to property arising
33 from or related to the use or occupancy of the Premises or the operation of Tenant's
34 business with a liability limit of no less than One Million Dollars (\$1,000,000.00) per
35 occurrence with Two Million Dollars (\$2,000,000.00) aggregate per year. This policy must
36 contain coverage for Premises and operations, products and completed operations, blanket
37 contractual, personal injury, bodily injury and property damage. This insurance shall
38 include a contractual coverage endorsement specifically insuring the performance by
39 Tenant of its indemnity agreement contained in this Article XI. Such insurance shall name
40 Landlord and Landlord's mortgagee, if any, as an additional insured.

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1 Section 11.4.2. Cause of Loss – “Special Form” property insurance, for the
2 mutual benefit of Tenant, Landlord, and Landlord’s mortgagee, if any, covering any
3 improvements and structures included as part of the Premises, the Improvements, and all
4 of Tenant’s personal property and trade fixtures located on the Premises in an amount
5 equal to at least one hundred percent (100%) of the full replacement cost thereof. Such
6 insurance shall name Landlord and Landlord’s mortgagee, if any, as an additional insured.
7 As often as any such policy expires or terminates, a renewal or replacement policy
8 providing similar coverage shall be obtained by Tenant. In the event of fire or other
9 casualty, proceeds of such policy shall be payable to Tenant and Landlord, as their
10 respective interests may appear.

11 Section 11.4.3. Worker’s compensation insurance with a limit of no less than
12 that amount required by law.

13 Section 11.5. All policies of insurance described in this Article XI which Tenant is to
14 procure and maintain, shall be issued by responsible companies, reasonably acceptable to
15 Landlord and qualified to do business in the State of Colorado, and shall name Landlord as
16 an additional insured. Certificates of such insurance will be delivered to Landlord no later
17 than ten (10) days after the Effective Date and within thirty (30) days prior to the
18 termination or expiration of the term of each existing policy. All liability and property
19 damages policies procured and maintained by Tenant will contain the following provisions:
20 Landlord, although named as an additional insured, will nevertheless be entitled to
21 recovery under said policies for any loss occasioned to it, its servants, agents and
22 employees by reason of the negligence of Tenant, its officers, agents or employees; and the
23 company writing such policy will agree to give Landlord no less than thirty (30) days’
24 notice in writing prior to any cancellation, reduction, or modification of such insurance. All
25 policies procured and maintained by Tenant, as required by Section 11.4.1. will be written
26 as primary policies, not entitled to contribution from, nor contributing with any coverage
27 which Landlord may carry.

28 Section 11.6. Tenant’s obligations to carry the insurance required by this Lease may
29 be brought within the coverage of a so-called blanket policy or policies of insurance carried
30 and maintained by Tenant, so long as Landlord will be named as additional insured under
31 such policies as its interest may appear; the coverage afforded to Landlord will not be
32 reduced or diminished by reason of the use of such blanket policy of insurance; and all
33 other requirements set forth in this Article XI are otherwise satisfied.

34 Section 11.7. If Tenant fails either to acquire the insurance required pursuant to
35 this Article XI or to pay the premiums for such insurance or to deliver required certificates,
36 Landlord may, in addition to any other rights and remedies available to Landlord for
37 default, acquire such insurance and pay the requisite premiums from them. Such
38 premiums will be payable by Tenant to Landlord immediately upon demand as Additional
39 Rent.

40

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1 Section 11.8. Tenant will not carry any merchandise, stock of goods, or do anything
2 or permit its employees, guests and invitees to do anything in or about the Premises which
3 will in any way increase Landlord's insurance rates on the Premises. Tenant agrees to pay
4 to Landlord upon demand the amount of any increase in premiums for Landlord's
5 insurance resulting from the above, whether or not Landlord has consented to the act on
6 the part of Tenant or its employees, guests and invitees.

7 **XII. DAMAGE OR DESTRUCTION**
8

9 Section 12.1. In the event the Premises is damaged by fire or other peril covered by
10 "all risk" insurance and the Landlord decides to restore the Premises and the insurance
11 proceeds are made available to Landlord, Landlord agrees to repair the same, and this
12 Lease shall remain in full force and effect. The Tenant shall be obligated to promptly
13 restore and replace all of the furnishings, trade fixtures, leasehold improvements,
14 equipment and other personal property used in connection with the operation of the
15 Tenant's business.

16 Section 12.2. In the event the Premises is damaged as a result of any cause other
17 than the perils covered by "all risk" coverage insurance and the Landlord decides to restore
18 the Premises, then Landlord shall repair the same. If the Landlord decides not to restore
19 the Premises, then Landlord shall have the option: (i) to repair or restore such damage, this
20 Lease continuing in full force and effect, or (ii) to give notice to Tenant at any time within
21 sixty (60) days after such damage, terminating this Lease as of the date specified in such
22 notice, which date shall be no more than thirty (30) days after the giving of such notice.

23 Section 12.3. Landlord shall not be required to repair any damage by fire or other
24 cause, or to make any repairs or replacements of any leasehold improvements, fixtures or
25 other personal property of Tenant. Unless Landlord has notified Tenant that the Lease
26 shall be terminated, Tenant shall be required to restore all leasehold improvements,
27 fixtures or personal property to their condition prior to the date of such damage not later
28 than fifteen (15) days after the date by which Landlord has repaired damage to the
29 Premises, whether or not insurance proceeds are available to Tenant for such purpose. All
30 Tenant's work undertaken pursuant to this Article XII shall be completed in compliance
31 with this Lease.

32 **XIII. CONDEMNATION**
33

34 Section 13.1. If during the Term the whole or substantially all of the Premises shall
35 be taken as a result of the exercise of the power of eminent domain, or sold under the
36 threat of the exercise of said power, this Lease shall terminate as of the date of vesting of
37 title of the Premises pursuant to such proceeding. Substantially all of the Premises shall be
38 deemed to have been taken if a taking under any such proceeding shall involve such an area
39 that Tenant cannot reasonably operate in the remainder of the Premises the business being
40 conducted on the Premises at the time of such proceeding.
41

COMMERCIAL LEASE

1 Section 13.2. If, during the Term, less than the whole or less than substantially all of
2 the Premises shall be taken in any such proceeding or sold under the threat thereof, this
3 Lease shall not terminate. The rent thereafter due and payable by Tenant shall be abated in
4 such just proportion as the nature, value and extent of the part so taken or sold bears to the
5 whole of the Premises, and Landlord shall, as necessary, proceed to repair, restore and
6 place in proper condition for use and occupancy the part of the improvements on the
7 Premises not so taken.

8
9 Section 13.3. Any award granted for either partial or total taking shall be the sole
10 property of Landlord, and Tenant shall have no claim therein except that Tenant shall be
11 entitled to that portion of the award representing the value of such interests as Tenant may
12 have at the time of such taking and such damages, if any, as may be payable by the
13 condemning authority for relocation expense or other damage to Tenant's business, not
14 including any value attributable to this Lease or Tenant's right to lease at the rental rate in
15 effect at the time of such condemnation.

16
17 Section 13.4. The temporary taking of the Premises or any part thereof by any
18 public or quasi-public authority shall constitute a taking of the Premises only when the use
19 and occupancy by the taking authority has continued for longer than ninety (90)
20 consecutive days. During the ninety (90) day period all provisions of this Lease shall
21 remain in full force and effect except that the Rent shall be reasonably abated during such
22 period based on the extent to which the taking interferes with Tenant's use of the Premises.
23 Landlord shall be entitled to any award which may be paid for the use and occupation of
24 the Premises for the period involved.

25 XIV. ASSIGNMENT, SUBLETTING AND LICENSING

26
27 Section 14.1. Landlord shall have the right to transfer, assign, encumber, sell or
28 convey, in whole or in part, its interest in the Premises, and Landlord shall have the right to
29 transfer, assign, sell or convey its rights and obligations under this Lease including a
30 transfer to a purchaser. Within thirty (30) days after notice from Landlord, Tenant shall
31 execute and deliver to Landlord, in recordable form, a certificate reasonably satisfactory to
32 Landlord stating that this Lease is unmodified and in full force and effect, or in full force
33 and effect as modified, and stating the modification. The certificate shall also state the
34 amount of Rent paid during the preceding twenty-four (24) month period and the date to
35 which the rent has been paid. Failure to deliver the certificate within the thirty (30) day
36 period shall be conclusive upon Tenant that the Lease is in full force and effect and has not
37 been modified except as may be represented by Landlord in the certificate. Such failure
38 shall also, at Landlord's election, be deemed a default. Furthermore, if Tenant fails to
39 deliver the certificate within the thirty (30) day period, Tenant irrevocably appoints
40 Landlord as its special attorney-in-fact to execute and deliver the certificate to any third
41 party. At Landlord's request, Tenant shall furnish such financial information concerning
42 Tenant as may be reasonably required by a construction or permanent lender or purchaser
43 for the Premises.

1 Section 14.2. Tenant shall not assign this Lease or sublet the Premises or any part
2 thereof without the prior written consent of Landlord, which consent may be withheld in
3 Landlord's sole discretion. [As a condition to assignment to an entity, the majority owner of
4 the proposed assignee, or if the majority owner is an entity, the individual who is the
5 majority owner of the owner of the assignee, shall be required to execute and deliver a
6 personal guaranty in a form acceptable to Landlord.] If Tenant is a corporation, limited
7 liability company, or other entity that is not a natural person, any change in ownership of
8 more than thirty percent (30%) (over any period) of the ownership interest shall be
9 deemed an assignment of the Lease requiring the consent of Landlord hereunder. In the
10 event an assignment or sublease is permitted, all payments from assignee or sublessee
11 shall be made directly by said party to Landlord, and not through Tenant.

12 Section 14.2.1. In the event Tenant should desire to assign this Lease or sublet the
13 Premises or any part thereof, Tenant shall submit a written request ("**Request to Assign**")
14 to Landlord at least ninety (90) days in advance of the date on which Tenant desires to
15 make such assignment or sublease. Tenant's Request to Assign shall specify all of the terms
16 of said proposed sublease or assignment, the name and social security number of the
17 individual who will guaranty the Lease, as well as the name and address of each proposed
18 assignee or subtenant and guarantor, provided that should the proposed assignee or
19 subtenant be a business entity, Tenant shall also provide the names of the owners,
20 members or shareholders for the proposed entity and their respective shares or
21 percentage of ownership/interest. Included in the Request to Assign, Tenant shall provide
22 current and complete financial statements (including a balance sheet, income statement
23 and copies of federal tax returns for the previous two (2) years) of each proposed assignee
24 or subtenant and guarantor, as well as evidence of experience and success in operating a
25 commercial business. Landlord shall have a period of twenty (20) days following receipt of
26 Tenant's Request to Assign within which to notify Tenant in writing whether: Landlord (i)
27 consents to the assignment of this Lease or the sublease of such space for the duration
28 specified by Tenant in its notice; (ii) rejects the proposed assignment or sublease; or (iii)
29 requests additional information in order to reach a determination on the proposed
30 assignment or sublease. In the event more information is requested, Landlord shall have
31 ten (10) days following receipt of such additional information to deny or approve the
32 Request to Assign.

33 Section 14.2.2. In any case where Landlord consents to an assignment or
34 sublease of the Premises, the undersigned Tenant will remain liable for the performance of
35 all of the covenants, duties, and obligations in this Lease, including, without limitation, the
36 obligation to pay all rent and other sums to be paid, and Landlord shall be permitted to
37 enforce the provisions of this Lease against the undersigned Tenant and/or any assignee or
38 sublessee and guarantor without demand upon or proceeding in any way against any other
39 person.

40 Section 14.2.3. Regardless of whether Landlord consents to an assignment,
41 sublease, license, or occupancy, or use by another person or entity actually occurs, Tenant
42 shall reimburse Landlord, upon demand, for Landlord's reasonable expenses and attorneys'

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1 fees incurred in conjunction with the review and documentation of any such assignment,
2 sublease, license or occupancy or use by another person or entity for which Landlord's
3 consent is requested, and payment of such expenses and fees may be a condition of the
4 granting of Landlord's consent.

5 Section 14.3. No interest of Tenant in the Premises may be assigned by operation of
6 law and each of the following acts shall be considered an involuntary assignment and
7 constitute a default by Tenant under this Lease:

8 Section 14.3.1. The bankruptcy or insolvency of Tenant, the making of an
9 assignment of the benefit of creditors or institution by Tenant or another of a proceeding
10 under the Bankruptcy Act, in which Tenant is the bankrupt; or, if Tenant is a partnership or
11 consists of one or more persons or entities, the bankruptcy, insolvency or the making of an
12 assignment for the benefit of creditors by any partner of the partnership or other person or
13 entity.

14 Section 14.3.2. The levy of a writ of attachment or execution on this Lease,
15 which is not set aside or discharged within sixty (60) days.

16 Section 14.3.3. The appointment of a receiver with authority to take
17 possession of the Premises in any proceeding or action in which Tenant is a party.

18

19 **XV. DEFAULT**

20

21 Section 15.1. In addition to other defaults set forth in this Lease, the following shall
22 be deemed to be events of default by Tenant under this Lease:

23 Section 15.1.1. Tenant shall fail to pay any installment (or portion thereof)
24 of the Rent or Additional Rent (collectively, "**Rent Obligations**") required to be paid under
25 this Lease when due and such failure to pay shall continue for a period of three (3) days
26 after written notice is given to Tenant.

27 Section 15.1.2. Tenant shall vacate any substantial portion of the Premises
28 for a period in excess of ten (10) days.

29 Section 15.1.3. Tenant shall fail to comply with any term, provision or
30 covenant of this Lease, other than the payment of Rent Obligations and the failure is not
31 cured within twenty (20) days after notice is given to Tenant. If the default cannot be
32 cured within twenty (20) days, Tenant shall not be in default if Tenant commences to cure
33 and notifies Landlord of the schedule for completion within the twenty (20) day period,
34 and diligently and in good faith continues to cure the default, but in no event shall the cure
35 period be greater than forty five (45) days. Provided, however, if the Tenant is in default
36 under any individual term or provision of this Lease on more than two (2) occasions in a
37 consecutive twelve (12) month period, then the right to cure such event of default shall no
38 longer exist and shall constitute grounds for termination of this Lease.

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1 Section 15.2. Upon the occurrence of an event of default, Landlord shall have
2 the option to pursue any one or more of the following remedies with or without notice or
3 demand in addition to any other remedies provided by law:

4 Section 15.2.1. Landlord can continue this Lease in full force and effect and
5 shall have the right to collect rent when due plus attorneys' fees and costs incurred by
6 Landlord in the collection of rent from Tenant. Landlord can enter the Premises and relet
7 them or any part of them to third parties for Tenant's account. Reletting may be for a
8 period shorter or longer than the remaining term of this Lease. Tenant shall pay to
9 Landlord the Rent Obligations due under this Lease on the dates when rent is due less the
10 rent Landlord receives from any reletting. Upon demand, Tenant shall be liable to Landlord
11 for all costs incurred in reletting the Premises, including, without limitation, broker's
12 commissions, attorneys' fees and like costs.

13 Section 15.2.2. Landlord can terminate Tenant's right to possession of the
14 Premises at any time by giving written notice. No other act by Landlord shall terminate
15 this Lease. Upon termination, Landlord has the right to recover from Tenant accrued and
16 unpaid rent prorated to the date of termination, the value of unpaid rents from the date of
17 termination to the date of a judicial award or other settlement less rent losses which could
18 reasonably have been avoided, the value of rents from the date of a judicial award or other
19 settlement to the date of expiration of the Lease less amounts of rent loss which Tenant
20 proves can be reasonably avoided by Landlord, and any other amounts including court
21 costs, attorneys' fees and broker's commissions, which are necessary to compensate
22 Landlord for all detriment proximately caused by Tenant's default. For the purposes of this
23 Section 15.2.2., the value of the future rents shall be equal to Rent.

24 Section 15.3. Landlord, at any time after Tenant commits a default, and appropriate
25 notice has been given without cure by Tenant, may cure the default. Any sum so paid by
26 Landlord in curing a default shall constitute Additional Rent due from Tenant and shall be
27 payable within ten (10) days after the making of demand therefor.

28 Section 15.4. No waiver of any provision in this Lease by Landlord shall be effective
29 unless it is set forth in a written instrument signed by Landlord. No waiver of any provision
30 in this Lease will imply or constitute a waiver of that or any other condition or agreement.
31 No failure of Landlord to enforce any right or remedy under this Lease will be a waiver of
32 the right or remedy. No act or thing done by Landlord or Landlord's agents during the Term
33 will be deemed an acceptance of a surrender of the Premises, and no agreement to accept a
34 surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys
35 to any employee or agent of Landlord will not constitute a termination of this Lease or
36 surrender of the Premises unless Landlord has entered into a written agreement to that
37 effect. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the rent
38 or other charges stipulated in this Lease will be deemed to be anything other than a
39 payment on account of the earliest stipulated rent. No endorsement or statement on any
40 check, or any letter accompanying any check or payment of rent, will be deemed an accord
41 and satisfaction. Landlord will accept the check for payment without prejudice to

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1 Landlord's rights to recover the balance of such rent or to pursue any other remedy
2 available to Landlord. If this Lease is assigned, or if the Premises or part of the Premises are
3 sublet or occupied by anyone other than Tenant, Landlord may collect rent from the
4 assignee, subtenant or occupant and apply the net amount collected to rent reserved in this
5 Lease. That collection will not be deemed a waiver of the covenant in this Lease against
6 assignment and subletting, or the acceptance of the assignee, subtenant or occupant as
7 Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in
8 this Lease. The covenants set forth in the Lease are independent. Tenant shall have no right
9 to withhold or set off any Rent due Landlord.

10 Section 15.5. Landlord shall be in default of this Lease if it fails or refuses to
11 perform any provision of this Lease that it is obligated to perform if the failure is not cured
12 within twenty (20) days after notice of the default has been given to Landlord by Tenant. If
13 the default cannot be cured within twenty (20) days, Landlord shall not be in default if
14 Landlord commences to cure within the twenty (20) day period and diligently and in good
15 faith continues to cure the default. Landlord shall not be in default of this Lease if the
16 Association fails to maintain common elements and common areas in the Project.

17 Section 15.6. **LANDLORD AND TENANT HEREBY MUTUALLY WAIVE ANY AND**
18 **ALL RIGHTS WHICH EITHER PARTY MIGHT OTHERWISE HAVE TO REQUEST A TRIAL**
19 **BY JURY IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT**
20 **JURISDICTION IN ANY ACTION ARISING FROM OR PERTAINING TO THIS LEASE.**

21 XVI. LANDLORD'S RIGHT OF ENTRY
22

23 Section 16.1. Landlord shall have the right, whenever the Premises are open for
24 business, to enter the Premises for the purposes of making inspections. Upon reasonable
25 advance notice to Tenant, Landlord shall have the right, at all reasonable hours, to enter the
26 Premises for the purposes of making repairs, restoring the Premises, or making alterations
27 or additions to the Professional Building as Landlord may deem necessary or desirable,
28 curing a default of Tenant, posting notices allowed under this Lease, posting "for sale" or
29 "for lease" signs during the last three (3) months of the Term or showing the Premises to
30 prospective brokers, agents or purchasers. Landlord's entry of the Premises for the
31 purposes of making repairs or alterations or additions to the Professional Building that
32 impact the Premises shall be made only after giving Tenant oral notice at least twenty-four
33 (24) hours in advance, except in the event of any repairs deemed by Landlord to be of an
34 emergency nature. Landlord shall not be liable for any unreasonable inconvenience,
35 disturbance, loss of business, nuisance or other damage arising out of Landlord's entry onto
36 the Premises except damage resulting from the acts or omissions of Landlord or its
37 authorized representatives. Tenant shall not be entitled to an abatement or reduction in
38 Rent if Landlord exercises any rights reserved under this Section 16.1, unless Landlord or
39 its representative's presence on the Premises continues for an extended amount of time or
40 significantly impairs Tenant's use of the Premises. Landlord shall conduct its activities on
41 the Premises as allowed in this Section 16.1 in a manner that will cause the least possible
42 inconvenience, annoyance, or disturbance to Tenant.

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1 XVII. SURRENDER OF PREMISES & HOLDING OVER

2
3 Section 17.1. Upon expiration of the Term, Tenant shall surrender to Landlord the
4 Premises and all Tenant's improvements and alterations in good condition, ordinary wear
5 and tear excepted. Tenant also shall remove all of Tenant's personal property that remain
6 on the Premises. If any such personal property is left remaining upon the Premises upon
7 termination or expiration of the Term, after ten (10) days written notice to Tenant,
8 Landlord may retain or dispose of any such personal property without liability to Tenant
9 for any damage resulting from such retention or disposition.

10 Section 17.2. If Tenant fails to surrender the Premises to Landlord within the time
11 provided in Section 17.1, Tenant shall hold Landlord harmless from all damages resulting
12 from Tenant's failure to surrender the Premises, including, without limitation, claims made
13 by a succeeding Tenant resulting from Tenant's failure to surrender the Premises.

14 Section 17.3. If Tenant, with Landlord's consent, remains on the Premises after the
15 time provided in Section 17.1, such holding over shall be deemed to be a month-to-month
16 tenancy terminable upon ten (10) days' notice given at any time by either party. All
17 provisions of this Lease, except those pertaining to term, shall apply to the month-to-month
18 tenancy.

19 Section 17.4. In the event of holding over by Tenant after the time provided in
20 Section 17.1 without consent of Landlord, the hold over shall be a tenancy at will and all the
21 terms of this Lease shall be applicable during that period except that Tenant shall pay
22 Landlord as Rent an amount equal to one-hundred and fifty percent (150%) of the last
23 month's Rent paid under the Lease and Additional Rent. Tenant shall vacate and deliver
24 the Premises to Landlord within ten (10) days upon receipt of notice from Landlord to
25 vacate. No holding over by Tenant, whether with or without consent of Landlord, shall
26 operate to extend this Lease.

27 XVIII. SECURITY INTEREST

28
29 Section 18.1. Tenant hereby grants to Landlord a first lien against and a security
30 interest in any and all of Tenant's furniture, fixtures, equipment and inventory located on
31 the Premises whenever acquired, their proceeds and the proceeds of any and all insurance
32 policies carried thereon as and for additional security for the faithful performance by
33 Tenant of all of its obligations hereunder. Tenant agrees to execute and deliver to
34 Landlord, upon request, such additional documents as Landlord may require, to establish
35 and perfect such security interest, including, without limitation, a financing statement in a
36 form satisfactory to Landlord, which is to be executed and delivered by Tenant to Landlord.
37 The exercise by Landlord of any rights in and to such furniture, fixtures, equipment and
38 inventory, upon default hereunder, shall be governed by Article IX of the Colorado Uniform
39 Commercial Code, as in effect at the time of such default, but such exercise shall not
40 preclude Landlord from exercising any or all other rights and remedies hereunder or as
41 provided by law or herein.

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1 XIX. SUBORDINATION AND ESTOPPEL

2
3 Section 19.1. Tenant agrees that this Lease shall be subordinate to any
4 encumbrance affecting the Premises now of record or recorded after the date of this Lease,
5 provided that Tenant is granted a reasonable non-disturbance agreement. Such
6 subordination is and shall be effective without further act of Tenant. In the event of
7 foreclosure by the holder or beneficiary of any encumbrance recorded after the date of this
8 Lease, Tenant's right to possession of the Premises pursuant to the terms of this Lease,
9 shall continue, provided that Tenant is not in default and all rent payments are current and
10 provided further that Tenant shall attorn to such holder or beneficiary as may take title to
11 the Premises through foreclosure.

12 Section 19.2. Tenant agrees, at any time and from time to time, to execute,
13 acknowledge and deliver to Landlord, upon Landlord's request, any documents and
14 instruments which may reasonably be required by Landlord or by the holder or beneficiary
15 of a mortgage or deed of trust to evidence or effectuate such subordination. Tenant further
16 agrees, at any time and from time to time, to execute, acknowledge and deliver to Landlord,
17 a statement in writing certifying that this Lease is unmodified and in full force and effect,
18 or, if there have been modifications, that the same is in full force and effect as modified and
19 stating the modifications, and the dates to which any rent or other payments due
20 hereunder from Tenant have been paid in advance, if any, and stating such other
21 reasonable information about the Lease as may be requested, including, but not limited to,
22 whether or not, to the best of the knowledge and information of the Tenant, the Landlord is
23 in default in the performance of any covenant or condition of the Lease and, if so, specifying
24 each such default. It is intended that such a statement will be relied upon by the holder or
25 beneficiary, or prospective holder or beneficiary, of a mortgage or deed of trust, by
26 assignees of such holder or beneficiary or by prospective purchasers and that the Tenant
27 shall be estopped from asserting claims contrary to that which is set forth in such a
28 statement. If Tenant fails to execute and deliver any such documents, instruments or
29 statements within ten (10) days, Tenant irrevocably appoints Landlord as Tenant's special
30 attorney-in-fact to execute and deliver such documents, instruments and statements, and,
31 at Landlord's election, such failure shall be a material breach of this Lease.

32 XXI. MISCELLANEOUS

33
34 Section 21.1. If the interests of Landlord under this Lease shall be transferred by
35 reason of foreclosure or other proceedings for enforcement of any first mortgage on the
36 Premises, Tenant shall be bound to the transferee under the terms, covenants, and
37 conditions of this Lease for the balance of the term remaining, including any exercised
38 extensions or renewals, with the same force and effect as if the transferee were Landlord
39 under the Lease and Tenant agrees to attorn to the transferee, including the mortgagee
40 under any such mortgage, as its Landlord, the attornment be effective and self-operative
41 without the execution of any further instruments upon the transferee succeeding to the
42 interest of Landlord under this Lease, provided that Tenant is granted a reasonable non-

1 disturbance agreement. The respective rights and obligations of Tenant and the transferee
2 upon the attornment, to the extent of the then remaining balance of the term of this Lease
3 shall be and are the same as those set forth in this Lease.

4 Section 21.2. All notices or demands required or permitted under this Lease shall be
5 in writing and shall be effective if: (i) sent by registered or certified mail, postage prepaid,
6 and return receipt requested, with such notice or demand to be deemed given seven (7)
7 days after so deposited in the United States mail and addressed to the party at the address
8 as set forth below; or (ii) by personal delivery if sent by Federal Express, United Parcel
9 Service, or other similar delivery service, addressed to the party at the address as set forth
10 below; with such notice or demand to be deemed given upon delivery of same; or (iii) by
11 email, with proof of delivery with such notice or demand to be deemed given upon delivery
12 of the same. Either party may change its address by giving notice. Nothing in this Section
13 shall prevent the giving of notice in such manner as prescribed by the Colorado Rules of
14 Civil Procedure for the service of legal process. The initial addresses of the parties for
15 notice are:

16 Tenant:	Landlord:
17	
18 Breckenridge Tourism Office, Inc.	Town of Breckenridge
19 130 Ski Hill Rd. #140	150 Ski Hill Rd.
20 PO Box 1909	P.O. Box 168
21 Breckenridge, CO 80424	Breckenridge, CO 80424
22 Email: lkay@gobreck.com	Attn.: Rick G. Holman, Town Manager
23	
24	

25 with a copy to:

26	Breckenridge Real Estate Company, LLC
27	Attn: Jason Swinger
28	PO Box 5157
29	Breckenridge, CO 80424
30	Email: jason@realbreckenridge.com
31	

32 Section 21.3. Tenant shall not record this Lease or a Memorandum of Lease in any
33 public records.

34
35 Section 21.4. In the event of any default or breach of this Lease, or any provision
36 hereof, the party which is not in breach or default hereunder shall be entitled to recover
37 from the breaching or defaulting party all reasonable attorneys' fees and costs (including,
38 without limitation, expert witness fees) incurred by such non-breaching or non-defaulting
39 party in enforcing the terms and provisions of this Lease or in enforcing such party's rights
40 arising hereunder or pursuant to law.

41 Section 21.5. This Lease shall be binding and inure to the benefit of Landlord and

COMMERCIAL LEASE

1 Tenant and their respective heirs, personal representative, successors and assigns.

2 Section 21.6. This Lease shall be construed and interpreted in accordance with the
3 laws of the State of Colorado without regard to its conflict of laws rules that might require
4 it to be construed or interpreted under the laws of any other state. Venue shall be proper in
5 the state courts of Summit County, Colorado.

6 Section 21.7. Neither Landlord nor any agent of Landlord has made any
7 representations or promises with respect to the Premises except as expressly set forth in
8 this Lease. This Lease contains all the agreements of the parties and cannot be amended or
9 modified except by an agreement in writing.

10 Section 21.8. Upon Tenant paying the Rent and Additional Rent, and observing the
11 performing all of the terms, covenants and conditions contained in this Lease, Tenant shall
12 have quiet possession of the Premises for the entire term or any renewal thereof, subject to
13 all of the provisions of this Lease.

14 Section 21.9. When required by the context, the singular shall include the plural and
15 the use of any one gender shall include any other gender. The captions used herein are for
16 convenience only and shall not be considered a part of this Lease.

17 Section 21.10. The unenforceability, invalidity or illegality of any provisions of this
18 Lease shall not render any other provision unenforceable, invalid or illegal. To the extent
19 practicable, the invalid provisions shall be deemed to be amended to comply with
20 applicable law in such a way as to correspond as close as possible to the intent of the
21 parties as determined from the context.

22 Section 21.11. All indemnity obligations required by this Lease shall survive the
23 expiration or termination of this Lease and shall be fully enforceable thereafter, subject to
24 any applicable statute of limitation.

25 Section 21.11. As used in this Lease a “day” is a calendar day.

26 Section 21.13. In computing any period of time prescribed or allowed by this Lease,
27 the day of the act or triggering event from which the designated time begins to run shall
28 not be included and all references to days shall be calendar days.

29 Section 21.14. This Lease may be executed simultaneously in two (2) or more
30 counterparts, each of which shall be deemed an original and all of which, when taken
31 together, constitute one and the same document. The signatures of any party to any
32 counterpart shall be deemed a signature to, and may be appended to, any other
33 counterpart.

34 Section 21.13.The “Effective Date” of this Agreement shall be the date when the later
35 of Landlord and Tenant executes this Agreement.

COMMERCIAL LEASE

1 IN WITNESS WHEREOF, the parties hereto have entered into this Lease Agreement
2 as of the day and year first above written.

3 **LANDLORD:**

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Rick G. Holman, Town Manager

Date: _____

ATTEST:

Helen Cospolich, CMC,
Town Clerk

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15

TENANT:

Breckenridge Tourism Office, Inc.
a Colorado Nonprofit Corporation

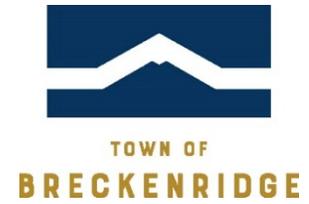
By: _____

Title: _____

Date: _____

Memo

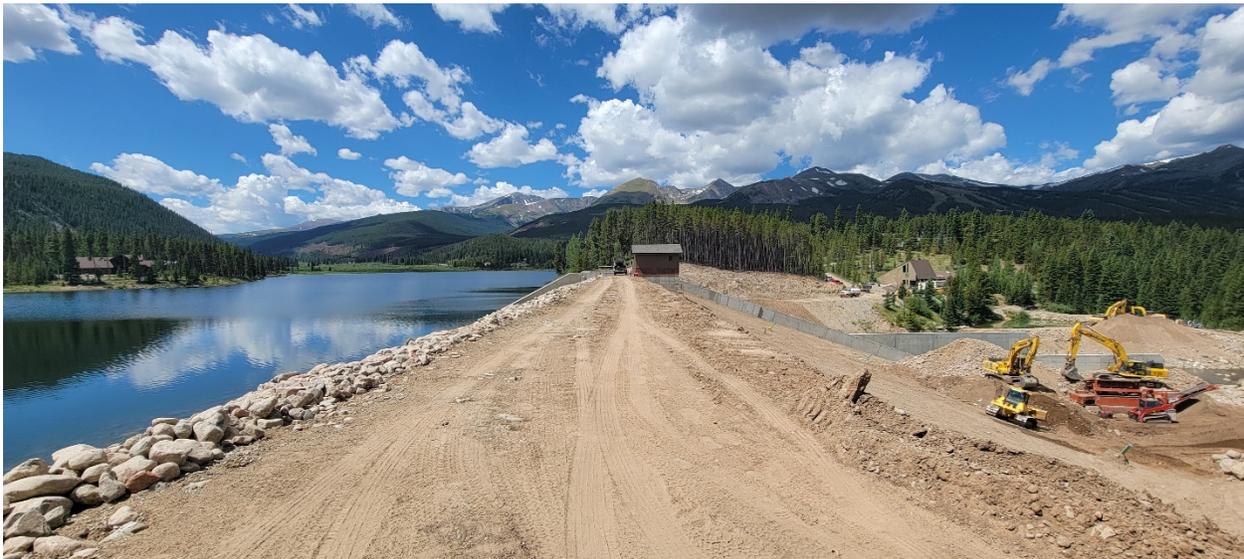
To: Breckenridge Town Council Members
From: Town Staff
Date: 8/2/2023
Subject: Public Projects Update



Goose Pasture Dam Rehabilitation

The dam rehabilitation project remains on track to be completed in November. The contractor team is working on final grading throughout the site.

This project began in 2021 and will be constructed over three seasons with completion in November 2023. There is no recreational access to the Tarn during the construction. Public outreach for the project is ongoing through the project website: <https://www.townofbreckenridgegptd.com>.



Asphalt Overlay and Concrete Replacement

Remaining work for the asphalt and concrete project is limited to Ski Hill Road with the concrete work under way. Ski Hill Road will be paved in late summer/early fall (tentatively planned for September) after the completion of the fiberoptic work. No detours are planned for the remaining work, but short traffic delays are expected. Updated information on traffic impacts can be found at www.BreckRoads.com.

Project Funding	
2023 Capital Fund (Overlay & Concrete)	\$3,800,000
2021/2022 Remaining Balance	\$ 170,647
French Street Intersection Improvements	\$ 100,000
TOTAL:	\$4,070,647

Fiber 9600

Fiber construction began at the Peak 7 fire station and is continuing down Ski Hill Road to Park Avenue. This construction is expected to last until mid-August. Peak has traffic control in place and is only closing the necessary lane length for the day's construction.

We are reaching out to residents, businesses, and HOA's along Ski Hill Road to see if there is interest in connecting to fiber while the contractor is in the area. After the Ski Hill Road construction is complete, we plan to extend the existing fiber to the east across HWY 9 at Tiger Road so that we can connect to the workforce housing at the Wayside. We are also planning to bring fiber from Carter Park to the Ice Rink along Powder Ridge Drive and Deep Powder Circle. Workforce housing continues to be a priority for the fiber program, and we plan on having this infrastructure available to Alta Verde II, Justice Center, and Stables Village. We plan to wire the Ski Hill Road fire station, in anticipation of the fiber connection later this summer. The Allo sales team has been reaching out to MDU's in town to garner more interest in fiber. We plan on wiring the following MDU's in 2023 and expect to add more: Blazing Saddles (28 units plus 6 businesses), Hermit Placer (12 units), Forest House (26).

We have submitted a Letter of Intent to apply for grant funding through the Colorado Broadband Office and plan to apply for the Capital Project Funding grants in September. We are also looking at NTIA Middle Mile grants to help support these future construction efforts. We continue to monitor other funding opportunities and will apply for grants when we qualify.

Residents and businesses can learn more and sign up for service by navigating to:
<https://www.townofbreckenridge.com/live/town-projects-and-issues/breckenridge-broadband-project>
<https://www.allocommunications.com/locations/breckenridge/>

Project Funding	
2022 Capital Prior Spending Authority	\$2,724,219
2023 CIP	\$3,000,000
TOTAL	\$5,724,219

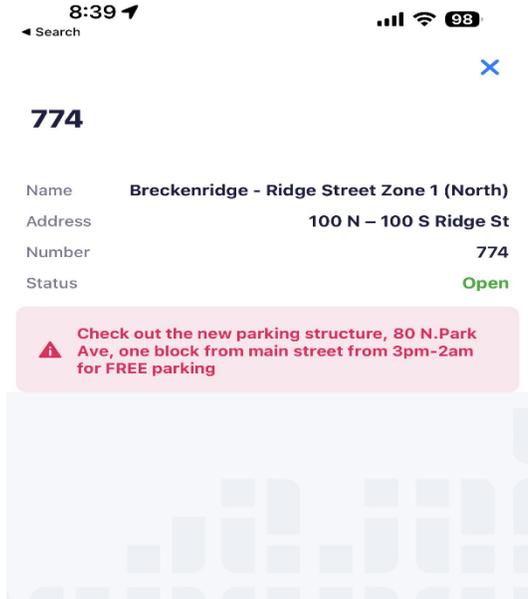


Memo

To: Breckenridge Town Council Members
From: Mobility Staff
Date: 8/2/2023 (For August 8th —TC Work Session)
Subject: **Mobility Update**

Parking

In an effort to drive awareness to the “free after 3” parking option in the Parking Structure, we’ve added the below pop up on the Passport app. Anytime someone inputs a Town owned parking zone, they will see this message come up:



Zone Information

Free parking first 15 minutes, \$.50 for first hour, \$.50 for 1st additional hour, \$.50 for 2nd additional hour, \$1.00 for 3rd additional hour and every hour thereafter (Mon-Thurs, 10am to 8pm). \$.50 for first hour, \$1.00 for 1st additional hour, \$1.50 for 2nd additional hour, \$2.00 for 3rd additional hour and every hour thereafter (Fri-Sun, 10am to 8pm). No parking 2am to 6am.

Breck Free Ride

Ridership is up 15% compared to last year. This is being driven by the additional Purple bus, the new Green route, and strong summer Trolley ridership. Green route ridership is really starting to solidify in the Alta Verde and Shores area as noted on the boardings/alightings report below:

ROUTE DETAIL: Green Route

7/1/2023 - 7/31/2023

Stop Detail: Jul 2023

* Unknown stop means we could not match the data to a stop, but it did occur when the vehicle was on route.

	Jul 2023			
	On	On%	Off	Off%
Total	5,322	--	6,276	--
BBC	33	0.6%	40	0.8%
Alta Verde 1	534	10%	400	7%
Fairview Circle South	225	4%	24	0.5%
Colorado Mtn College	79	1%	57	1%
Denison Placer SB	350	6%	92	1%
Sky Park	295	5%	74	1%
Public Works	136	2%	40	0.8%
Rec. Center West	177	3%	85	1%
Claim Jumper / Pinewood #2	334	6%	20	0.4%
Pinewood Village	257	4%	183	3%
Breckenridge Station (Alta Verde)	1,997	37%	3,244	61%
Unknown Stop	238	4%	283	5%
City Market North	213	4%	57	1%
Breck Inn	64	1%	53	1%
Fairview Circle	45	0.8%	180	3%
Shores Lane	345	6%	443	8%

Trolley ridership has also been strong this Summer. This appears to be driven by visitation to the Troll. After a trip on the Gondola, we are seeing riders hop on the trolley the core of town, and off at the Troll creating for a quick and efficient trip, all while leaving their cars parked in one of the Gondola lots. Below data shows consistent ridership at most stops:

ROUTE DETAIL: Trolley Route

7/1/2023 - 7/31/2023

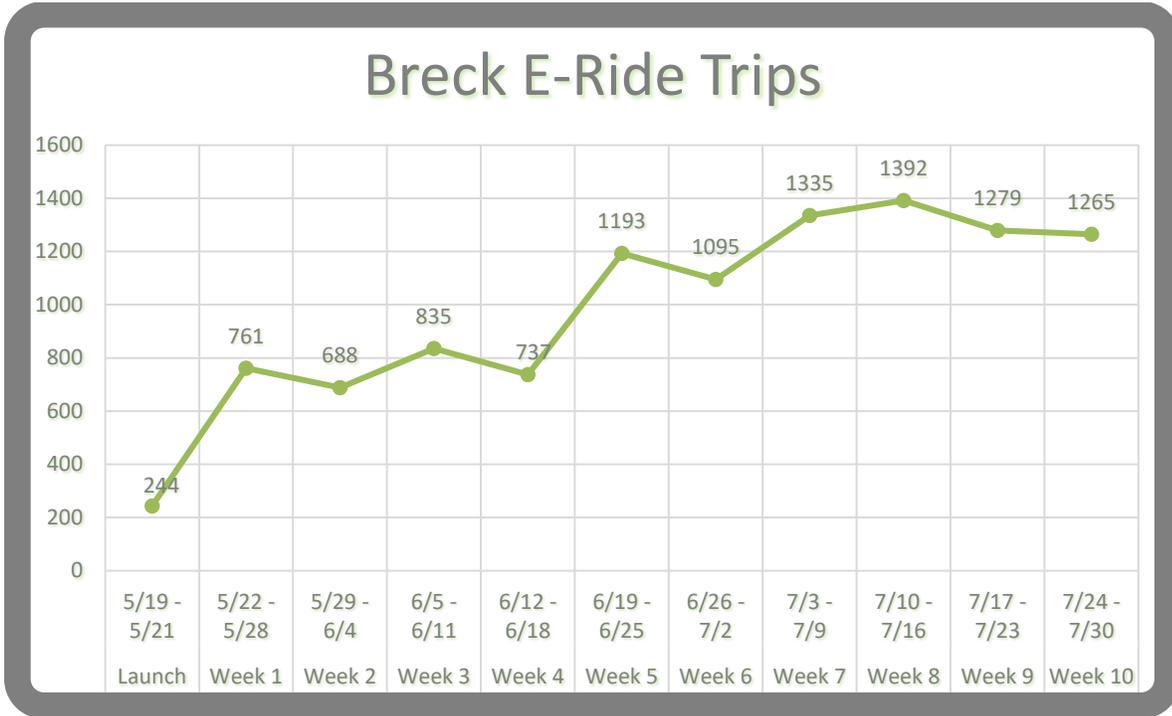
Stop Detail: Jul 2023

* Unknown stop means we could not match the data to a stop, but it did occur when the vehicle was on route.

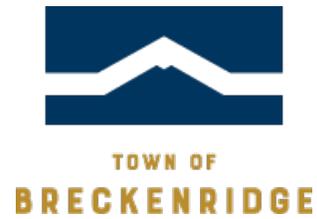
	Jul 2023			
	On	On%	Off	Off%
Total	4,346	--	4,529	--
Ice Rink	940	21%	982	21%
Main Street Junction	113	2%	48	1%
La Cima Mall	179	4%	361	7%
Main/Jefferson (North)	185	4%	187	4%
Washington & Main	199	4%	453	10%
Wellington & Main	172	3%	262	5%
Red White & Blue	20	0.5%	43	0.9%
City Market	93	2%	97	2%
Breckenridge Heritage	36	0.8%	71	1%
Breckenridge Station	1,101	25%	853	18%
Unknown Stop	127	2%	157	3%
Wellington Lot	209	4%	105	2%
Blue River Plaza	622	14%	324	7%
Main/Jefferson (South)	235	5%	229	5%
Main Street Station	105	2%	333	7%
Sinclair	10	0.2%	24	0.5%

Breck E-Ride (e-bikeshare)

Through 7/31/2023, 10,916 trips were taken using the Breck E-Ride e-bikeshare program, an average of 147 trips/day. Approximately 25% of those trips were made using the “Pay-as-you-go” payment option and 75% were made using locals-only membership options. The average trip duration has been about 17 minutes, and average trip length has been about 1.8 miles. Below is a graph showing how ridership has trended since launch:



A mid-season survey about the E-Ride was launched on 7/17 and open through 7/31. 168 responses were received. Staff will analyze the results and report back at the next council meeting.



Memo

To: Town Council
From: Sustainability Division
Date: 8/8/23
Subject: Sustainability Update

PAYT/URO – HC3 and Town staff continue to assist the public with compliance issues through direct outreach and site visits. Staff sent out a detailed email to HOAs and Property Management Companies on how to address Universal Recycling compliance. Staff will continue further outreach to HOAs and Property Managers to address issues surrounding space and access, group accounts, and hauler negotiations. Staff is taking part in meetings with HC3 and the haulers on Aug 24 to address challenges and opportunities and get overall program updates.

Here are outreach numbers for the month of **July**:

Stump the Recyclers

- Reach: 285 People (435 YTD)
- Food Scrap Sign Ups: 12 (26 YTD)
- Common Questions:
 - Why can't we recycle "clamshells"?
 - Where can I recycle electronics?
 - How much actually gets recycled? Do you have percentages?

Oops Tags

- Routes Completed: 7 (17 YTD)
- Bins Tagged: 469 (1,079 YTD)
- Common Contaminants:
 - Clamshells
 - Plastic packaging (both bags and harder plastic)
 - To-Go Containers/Cups

URO Assistance:

- **Breckenridge**
 - 27 HOAs coached to date
 - 14 grant applications submitted (1 new since last report)
 - \$35,000/\$60,000 in 2023 allocated to approved projects

Plastic Pollution – The campaign kick-off with Launch Media will take place on August 7th. Representatives from the Town, Tourism Office, and small business will meet for a discovery session to brainstorm a list of ideas and to provide direction to Launch on the general direction for the campaign.

Staff has been working to develop a list of products that are available under the ordinance and that are carried by Shamrock, U.S. Foods, and Sysco. We are working with Eco-Products to create a spreadsheet with information on each company that restaurants can easily reference and to help inform distributors of what to carry for the Breckenridge market. Staff also attended the Breckenridge Restaurant Association Meeting to provide an update on August 2nd.

Material Management – The High Country Conservation Center and Summit County Government have an RFP out for help in creating a construction and demolition (C&D) diversion/recycling policy. For background, in 2022/23 a subgroup of the Zero Waste Task Force (ZWTF) worked to develop a 5-year C&D action plan. The consultant for the project interviewed SCRAP staff, did a baseline waste audit for C&D waste and reviewed state and municipal regulations across the region. Additionally, they looked at best practices and market availability for materials after which the group recommended to the BOCC four goals to help achieve the targeted C&D diversion (see attached action plan). The goals are as follows:

1. SCRAP to begin baseline collection of C&D waste data
2. Develop infrastructure and programs to increase diversion (i.e. pallet chipper, grinders, storage space, reuse programs, etc)
3. Initiate grant program to incent voluntary C&D diversion
4. Create local regulations requiring diversion of C&D material

The SustainableBreck Plan has a recommendation to “develop and implement construction and demolition waste diversion for new construction and major renovations” to reach our landfill diversion goal of 40% by 2035. Staff will continue to participate as stakeholders in the ZWTF and C&D subgroup to help inform policy recommendations.

The [Strong Future Recycling Grant Advisory Committee presented their recommendations for funding to the BOCC on July 25.](#) Ten projects from across the county will be awarded funding on August 8 at the BOCC’s regular meeting. Projects ranged from food rescue to a curbside composting pilot and capital improvements for HOAs to improve recycling. Non-profits, private entities, and municipalities will all receive a level of funding from this program. The Town was awarded \$25k for commercial glass recycling.

Tennis Center Solar – The contract for this project has been executed and AES has purchased the panels for the project. They are beginning to pull permits and do the design drawings in order to move the project forward. The anticipated deadline for installation is the end of the year, but energizing the system will rely on the interconnection process with Xcel which may take us into 2024. The system is anticipated to generate 225,000 kWh/year and will not only offset electricity usage up to 60%, but also will generate revenue from Solar*Rewards incentives of ~\$8,500/year for 20 years.

Xcel’s Non-Pipeline Analysis – On Friday, August 4, Staff will attend a meeting with Xcel to discuss the non-pipeline alternative analysis being performed by the company’s Mountain Gas system. Specifically, the agenda includes an overview of the mountain Energy Project, introduction to the non-pipeline alternative analysis, and an overview of the NPA development and approach. Xcel will be requesting feedback and will include Staff in future opportunities for stakeholder engagement.

Staff will be available to answer any questions and update the Council on meeting outcomes since the publishing of this memo.

Summit County 5-Year Construction and Demolition Plan



Prepared For:
Summit County Government

Prepared By:
Kathryn Slaughter
VERT Sites LLC

March 2023



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Appendix B - Influential C&D Communities & Programs Report
Appendix C - Stakeholder Summaries
Appendix D - Contractor Survey Results

1. Introduction

Construction & Demolition (C&D) debris currently makes up 30% of Summit County’s landfill stream.¹ To meet community waste diversion and climate action goals, Summit County must continue to implement waste diversion policies and materials management programs to effectively increase waste diversion and resource recovery.

A 2018 Summit County waste audit revealed 37% of landfilled C&D debris has the potential to be diverted. Table 1 details material diversion potential based on the audit results.²

Table 1: 2018 SCRAP C&D Audit Results

Material	Diversion Potential
Untreated wood (primarily pallets)	18%
Rock, Concrete & Grit (mostly stone and brick)	9%
Metals	7%
Cardboard	3%
Total C&D Diversion Potential	37%

Summit County’s C&D Diversion Plan recommendations are based on current and future C&D waste diversion opportunities, existing county and state C&D operations, stakeholder feedback, and communities with active C&D policies and programs.

Plan stakeholders include Summit County Resource Allocation Park (SCRAP), the High Country Conservation Center (HC3), local towns and haulers, local builders and developers, and the Summit County Zero Waste Task Force Committee.

Three Colorado communities and two out-of-state communities were collaboratively chosen by HC3, SCRAP, and VERT Sites for project research and C&D plan development. Communities include Pitkin County, CO; Boulder, CO; Fort Collins, CO; Austin, TX; and Hennepin County, MN. These influential communities have an active sustainability, climate action, or a materials management plan in place along with actively enforced C&D policies or programs. Please see the *Influential Communities Report* in Appendix B for further information.

Six potential policies and programs were also analyzed for plan development. The plan identified two policies and one program for immediate consideration: Waste Diversion Ordinances, C&D Materials Management Plans, and Resource Recovery Grants. Please see the *Policies for Enhancing C&D Waste Diversion in Summit County* report in Appendix A for additional information on these programs.

¹ Souder, Miller, & Associates. Summit County Waste Diversion Study. Page 3. 2019.

² Additional C&D Audit results can be found on pages 15 and 16 of the 2019 Study.

In addition, insights from local haulers and contractors confirm the need and desire to recover C&D materials and waste streams. Please visit Appendix D for *Contractor Survey Results* and Appendix C for additional stakeholder feedback in the *Stakeholder Summaries*.

Lastly, Summit County’s Zero Waste Task Force and local government agencies realize the value of C&D diversion and recovery and support the demand for recovering these resources.

Current C&D Operations: Local

The SCRAP saw 61,083 tons of loose tonnage enter the landfill in 2022. Of that, the facility estimates 40% of the materials to have come from C&D jobsites. If accurate, this means the SCRAP saw a 10% increase in landfilled C&D materials since the 2018 Study.

Most C&D debris entering the landfill is in mixed loads of construction materials. Currently, the SCRAP does not have the infrastructure to separate and sort mixed C&D loads. Mixed C&D loads can include cardboard, lumber, treated wood, asphalt, concrete, other aggregates, pallets, trash, gypsum, metals, slash, yard trimmings, plastics, and various other items and materials. Contractors may source-separate and recycle some of these materials such as cardboard and scrap metal for a lower disposal fee.³ See Table 2 for SCRAP’s list of currently accepted C&D materials.

Table 2: SCRAP C&D Accepted Materials

Accepts and recycles	Accepts for future recycling and processing
Scrap metal	Construction Wood (clean, nontreated pallets and dimensional lumber)
Cardboard	Concrete (clean, free of rebar and asbestos)
Wood (slash/yard trimmings)	Asphalt (clean, free of rebar and asbestos)

According to the 2018 Waste Diversion Study and stakeholder feedback, untreated wood has a high diversion potential. The SCRAP has received approval and funding to pilot a wood-chipping (pallets and dimensional lumber) program beginning in 2023.

While the SCRAP does accept concrete, asphalt, dirt, and other aggregates for future recycling and processing, Peak Materials is a local, private business that also accepts these materials. Peak uses these materials for environmental reclamation (such as backfilling gravel pits) and repurposes and sells CDOT-approved asphalt to the public. Many local contractors and developers that have concrete, asphalt, and other aggregates produced at their jobsites have these materials sent to Peak Materials. However, Peak’s reclamation backfilling operation is expected to be complete in 5-6 years; therefore, the SCRAP must plan to receive more concrete, asphalt, and other aggregates. The SCRAP accepted 268 tons of concrete in 2022, however, it had to reject a large majority of it due to asbestos and rebar. Please see Table 3 for additional SCRAP C&D 2022 data.

Table 3: 2022 SCRAP C&D Data

Material	Tonnage
Concrete	268
Construction Wood	94
Asphalt	52

³ SCRAP Brochure. <https://www.summitcountyco.gov/DocumentCenter/View/30665/2021-brochure>. 2021.

Current C&D Operations: State

C&D debris accounts for 26% of Colorado’s landfill stream and many communities are addressing the industry’s waste generation and disposal.⁴ Pitkin County, the City of Boulder, and Fort Collins already have C&D diversion policies and/or programs in place, and the City of Lakewood recently passed a C&D waste diversion ordinance.

Recycle Colorado and Next Cycle are two Colorado organizations that aim to create end-markets and infrastructure for resource recovery and reuse markets in the state. The organizations serve as advisors to advance waste diversion solutions and often influence state policy and legislation. Recycle Colorado’s C&D Council is promoting the increase of end markets within the organization’s 5-year strategic plan along with deconstruction practices, creation of C&D infrastructure, and implementation of material landfill bans for commonly recyclable or recoverable materials.

2. C&D Action Plan

Plan Objectives

The C&D Action Plan incorporates two critical objectives and is designed to meet the community’s 2035 diversion rate goal of 40%. The plan objectives are:

- Divert 25% of C&D debris from the landfill by 2028.
- Divert 50% of C&D debris from the landfill by 2035.

Plan Goals

The plan recommends four 5-year goals to increase C&D waste diversion.

GOAL 1: SCRAP to record C&D disposal and diversion data to attain an accurate baseline.

- 2023 – SCRAP to begin tracking and reporting C&D tonnages quarterly.
- 2023 – Acquire Peak Materials data to include in diversion tonnages.
- 2024 – SCRAP C&D waste audit.

GOAL 2: Develop infrastructure and programs to increase C&D diversion.

- 2023 – SCRAP to find end markets for concrete and asphalt; SCRAP to begin crushing concrete and convert materials to a crushed product for Summit County Government and resale.⁵
- 2023 – SCRAP to pilot chipping pallets & lumber to create and sell mulch.
- 2023 – Pilot waste diversion project with local contractor(s).
- 2025-2026 – County to assess deconstruction and reuse policy and programs as local and state markets become more available.
- 2026-2027 – SCRAP to implement a fully operational concrete crushing program, as long as there are enough clean concrete tons received and end-markets available.

⁴ Burns & McDonald and SERA. Colorado Solid Waste Integrated Materials Management Plan. June 2016. 6-32.

⁵ Contingent upon material volume and contamination.

GOAL 3: Initiate grant programs to encourage voluntary C&D landfill diversion (before C&D diversion ordinance adoption).

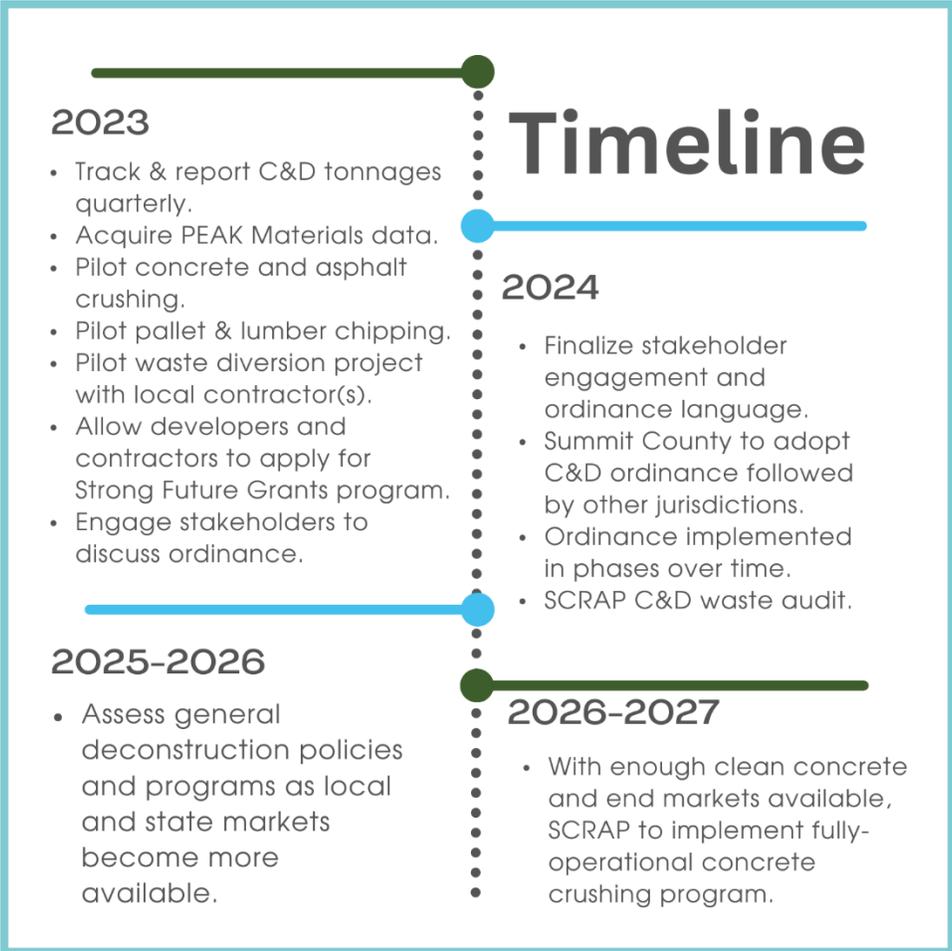
- 2023 – Ensure that developers/contractors diverting C&D materials are eligible to apply for the new Strong Future Community Recycling Grants program.

GOAL 4: Create local material diversion ordinances to recover C&D debris.

- 2023-2024 – Stakeholder engagement and ordinance adopted by Summit County Government (other jurisdictions to follow).
- Ordinance to be implemented in cumulative phases with requirements and waste diversion goals to increase over time.
 - Phase 1 – Require commercial and residential projects (new construction, remodels, and demolition) to submit the respective Materials Management Plans.
 - Phase 2 – Require highly recoverable materials from all C&D projects to be diverted from the landfill.
 - Phase 3 – Require a percentage of all C&D project materials to be diverted from the landfill.

Plan Timeline

Figure 1: 5-Year Plan Timeline



3. Additional C&D Waste Diversion Considerations

3.1. Material landfill bans

Summit County can implement landfill bans for materials such as cardboard, scrap metal, mattresses, etc. Fort Collins was the first Colorado community to implement a cardboard landfill ban for all generators; this includes residential, commercial, and industry material generators. Please refer to Appendix A, Page 2 to learn more about Fort Collins' ban.

3.2. Tiered Pricing Structure

Implementing a tiered pricing structure is an additional way to incentivize landfill diversion as tipping fees for mixed C&D loads and contaminated C&D recycle loads would be higher than clean source-separated C&D loads. A disposal pricing structure will be successful if Summit County is able to create viable C&D diversion and recycling programs similar to Pitkin County. Pitkin County currently accepts ten different types of C&D materials for diversion and allows contractors to donate materials and items, which count toward a project's overall diversion requirements. Please refer to Appendix A, Page 6-7 for additional information on Pitkin County.

3.3. Deposits

Summit County can also consider collecting diversion deposits from affected C&D project sites before a permit, inspection, or certificate of occupancy can be obtained by a contractor. Contractors would pay a refundable deposit that could be calculated based on the project type, materials generated, and a required diversion percentage for the project. Current Colorado communities with C&D deposits include City of Boulder and Pitkin County. To learn more about Material Diversion Deposits please refer to Appendix A, Page 6 and Appendix B, Pages 4 and 5.

3.4. Deconstruction

Deconstruction and selective demolition are two methods to recover items and materials from construction projects in a more surgical and thorough manner. While Summit County does not currently have infrastructure in place (i.e., reuse centers or markets for deconstructed materials), deconstruction should be considered in the future. Many communities that implement waste diversion ordinances also include deconstruction in the ordinance. Please see Appendix B, Page 4 to learn how Boulder implements deconstruction into their C&D waste diversion ordinance.

4. Acknowledgements

The Summit County 5-Year C&D Diversion would not have been possible without the High Country Conservation Center, the SCRAP, The Summit County Builders Association, local towns, local haulers, local contractors, and the Summit County Zero Waste Task Force.

In addition, the Colorado communities of Boulder, Fort Collins, and Pitkin County and the out-of-state communities of Austin, Texas, and Hennepin County, Minnesota have all provided valuable insights on C&D waste diversion policies and programs.

Appendices

Appendix A

Policies for Enhancing C&D Waste Diversion in Summit County

Policies for Enhancing C&D Waste Diversion in Summit County, Colorado



Prepared for
Jen Schenk
The High Country Conservation Center

Prepared by
Kathryn Slaughter
VERT Sites LLC

October 2022



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Table 2 – Pitkin County, Colorado C&D Disposal Tier Pricing

1. Introduction

This report presents six strategies Summit County could implement to increase landfill diversion of construction and demolition (C&D) waste. These strategies are taken from five communities that have existing C&D policies, ordinances, or other waste diversion techniques.

The three Colorado communities compared for this study are Fort Collins, Boulder, and Pitkin County. In addition, the communities of Austin, Texas and Hennepin County, Minnesota are also included.

Table 1 shows key C&D policies for each community. Comparisons of each community as well as if a Zero Waste, Climate Action, or Sustainability plan is in place for these jurisdictions or municipalities.

The findings in this report summarize what these five communities require contractors to do in order comply within their respective community's C&D waste diversion policy.

The objective of this report is to provide actionable C&D waste diversion methods that the Summit County Resource Allocation Park and local jurisdictions could implement for increasing C&D waste diversion.

Table 1: C&D Communities Comparison Chart

COMMUNITY	MATERIAL DISPOSAL BAN(S)	CONSTRUCTION MATERIALS MANAGEMENT PLAN	RESOURCE RECOVERY GRANTS	C&D MATERIAL DIVERSION ORDINANCE	MATERIAL COMPLIANCE DEPOSIT	DISPOSAL PRICING STRUCTURE	ZERO WASTE/ CLIMATE/ SUSTAINABILITY PLAN	COMMUNITY C&D DIVERSION RATES	COMMUNITY OVERALL DIVERSION RATES
PITKIN COUNTY, CO	✗	✓	✗	✓	✓	✓	✓	70-75%	38%
BOULDER, CO	✗	✓	✗	✓	✓	✗	✓	70-80%	44%
FORT COLLINS, CO	✓	✓	✗	✓	✗	✗	✓	CITY HAS NOT BEEN TRACKING	51%
AUSTIN, TX	✗	✓	✗	✓	✗	✗	✓	40-50%	42%
HENNEPIN COUNTY, MN	✗	✗	✓	✗	✗	✗	✓	30%-35%	42%

2. Material Disposal Bans

The Summit County Resource Allocation Park (SCRAP) currently accepts clean cardboard, scrap metal, clean concrete, and clean wood from Summit County construction and demolition jobsites. The SCRAP's loose tonnage trash disposal fee is higher than the fees imposed on recoverable materials such as cardboard, concrete, and clean wood which incentivizes contractors to separate these materials from their trash. Jobsite dumpsters are often contaminated with other materials or experience illegal dumping. A material disposal ban can help with contamination by ensuring one or more materials from C&D jobsites is diverted from the landfill.¹

Fort Collins has a cardboard disposal ban. This ban applies to commercial entities, residents, and C&D jobsites. This ordinance was implemented to help the city divert 50% of the waste stream from landfill disposal and to reduce greenhouse gas emissions. If a hauler deems a trash container to contain 25% or more clean cardboard, it can refuse service until the disposal issue is addressed and the cardboard removed and recycled properly.²

A similar ban can be encouraged in Summit County. Materials to consider are those that yield a high recycle rate, materials that can easily be accepted and diverted at the SCRAP, and materials that can easily be collected at construction and demolition jobsites. Examples include scrap metal, clean wood, and concrete and aggregates.

3. Building Codes: Construction Materials Management Plans

A Construction Materials Management Plan (CMMP) is a low-cost strategy to implement when first introducing a C&D waste diversion policy or ordinance. A Construction Materials Management Plan sets standards that must be met to proceed with a new construction, addition, or remodel permit or to receive a final Certificate of Occupancy. A CMMP can also be tied to final building inspections.

Both Pitkin County and Austin require a Final Construction Recycling Report or a completed project Diversion Report when a final building inspection is requested.³

Boulder requires a Sustainable Deconstruction Plan to be submitted upon project initiation; this plan must be completed prior to issuance of a Certificate of Occupancy. Fort Collins also requires a Construction Waste Management Plan to begin a C&D project and for Certificate of Occupancy.⁴

Summit County government and local jurisdictions will have to consider the time needed to review plans pre- and post-construction as well as how to enforce a Construction Materials Management Plan for permitting purposes.

¹SCRAP Brochure: [2021 Brochure](#).

²City of Fort Collins. Cardboard Recycling: <https://www.fcgov.com/recycling/cardboard>

³Pitkin County. Building Inspections: <https://www.landfillrules.com/before-final-inspection> and Austin, Texas: <http://www.austintexas.gov/cdreport>

⁴City of Boulder SDMMMP: <file:///C:/Users/kslau/Downloads/Sustainable%20Deconstruction%20Plan%204.0%20Fillable.pdf>

4. Resource Recovery Grants

In addition to policies and ordinances, Resource Recovery Assistance Grants can enhance the diversion of C&D materials from construction projects by providing monetary incentives for waste diversion.

Hennepin County, Minnesota provides deconstruction, demolition, structural moves, and reuse grants which encourage C&D material diversion through deconstruction and reuse. To date, Hennepin County has provided \$60,000 in grants, with an annual grant program budget of \$100,000. The funding is supported by the county's Solid Waste Enterprise Fund.⁵

Recently VERT Sites worked with 5 Senses Hospitality to divert and recover certain material streams and items from their hotel remodel project in Frisco, Colorado. While mattress disposal initially posed a challenge, VERT Sites worked with the SCRAP and the 1A Advisory Committee to secure funding for recycling. In the future, 1A funding could be allocated to demolition or deconstruction diversion opportunities, like what Hennepin County currently has in place.

5. C&D Material Diversion Ordinance

A material diversion ordinance requires contractors and builders to divert a certain percentage of materials from their projects or to divert specific materials without a set volume. If using a percentage range, any number can be set forth for a required minimum or maximum project diversion rate.

Austin requires at least 50% of construction and demolition debris to be recycled or reused, although this only applies to projects that are 5,000 sq/ft or larger. Contractors can also meet this requirement by landfilling less than 2.5 pounds of trash per square foot of a project's floor area.⁶

Fort Collins requires the diversion of four materials from jobsites: cardboard, scrap metal, wood, and concrete/asphalt/masonry.⁷

Boulder has a 75% diversion requirement for demolition and deconstruction projects. Contractors can achieve this percentage in several ways: recycling, donation, and repurposing.

Along with meeting a 75% diversion percentage, Boulder, like Fort Collins, requires diversion of at least three material streams.⁸

⁵ Based on conversations with Hennepin County's C&D Waste Specialist.

⁶ Retrieved from: <https://www.austintexas.gov/cd>

⁷ Retrieved from: <https://www.fcgov.com/recycling/constructiondebris>

⁸ Retrieved from: [file:///C:/Users/kslau/Downloads/Sustainable%20Deconstruction%20Plan%204.0%20Fillable%20\(1\).pdf](file:///C:/Users/kslau/Downloads/Sustainable%20Deconstruction%20Plan%204.0%20Fillable%20(1).pdf)

While new construction projects do not have to divert a set percent of material, they are required to recover clean wood, cardboard, and metal.

Pitkin County's C&D Material Diversion Ordinance requires a Material Diversion Compliance Deposit and establishes a tiered pricing structure for mixed C&D loads. Both strategies are further explained in the following sections.

6. Material Diversion Compliance Deposit

Summit County and local jurisdictions can consider adopting a refundable Material Diversion Compliance Deposit. This means contractors would pay a refundable deposit that is calculated based on various project features. Examples include project type, estimated material tonnages the project will generate, or project square footage. To receive a full or partial deposit refund, a contractor must comply with the diversion requirements.

Current communities with a compliance deposit include Pitkin County and Boulder. Pitkin County and Boulder's deposit program is 100% refundable if contractors meet the diversion requirements. Contractors who do not meet the necessary diversion goals will receive partial to zero refund from their deposit.

Though not intended to be a revenue stream, Pitkin County has seen an increase in revenue from deposits not being refunded. Close to \$3 million in non-refunded deposits has been collected since the county implemented the ordinance in 2020.⁹

7. C&D Disposal Pricing Structure

Pitkin County's C&D Material Diversion Ordinance also establishes a tiered pricing structure for C&D debris.

The last waste diversion method to consider is a tiered pricing structure for C&D material streams. A tiered pricing structure can incentivize contractors to separate and manage dumpster contamination by providing different prices for material disposal. A dumpster that contains both trash and recoverable items would be charged the highest disposal rate while a dumpster free of trash and contaminants would be charged the lowest rate.

Pitkin County is the only community that has a tiered structure disposal for C&D materials. This past spring, the county was forced to increase its Tier 4 price by \$50 due to lack of compliance and diversion numbers not being met by registered C&D projects. See Table 2 on Page 7 for Pitkin's mixed C&D pricing.

⁹ Based on conversations with Pitkin County's Solid Waste Director.

Table 2: Pitkin County, Colorado C&D Disposal Tier Pricing

TIER	COST PER TON	MIXED C&D TIER TONNAGE RANGE
1	\$98.25/TON	0-30 TONS
2	\$118.25/TON	31-60 TONS
3	\$138.25/TON	61 TONS OR MORE
4	\$198.25/TON	ALL MIXED LOADS (TRASH + RECOVERABLES)

Pitkin's pricing structure is based on the project's estimated generated tonnage. Disposal rates are tracked in the county's diversion tracking software, Green Halo. The tracking system monitors load amounts and notifies customers when they reach the tier limit. Once a tier limit has been reached, the scale system will then charge at the next higher tier tipping fee.¹⁰

Any mixed C&D load containing trash will be charged the highest disposal rate at \$198.25/ton. This is to encourage material separation at jobsites. Source-separated loads of recoverable materials (i.e., loads containing only one type of material) are cheaper to dispose than mixed loads. Disposal rates for source-separated materials range from \$0-\$45/ton for disposal with scrap metal and cardboard being free to dispose. Concrete and other aggregate disposal rates range from \$10-\$45/ton.

8. Conclusion

If implemented, these six strategies could help the Summit County community increase its diversion rate. However, it's important to keep in mind that what works in one community might not work in Summit County. Mandating the diversion of materials requires an outlet for them. The county and local jurisdictions should contemplate best practices for Summit County and consider multiple resource recovery strategies for the enhancement and successful increase of construction and demolition waste diversion.

¹⁰ Retrieved from: <https://www.landfillrules.com/construction-and-demolition-debris>

Appendix B

Influential C&D Communities & Programs Report

INFLUENTIAL C&D COMMUNITIES AND PROGRAMS REPORT



Prepared For:
Jen Schenk
The High Country Conservation Center

Prepared by:
Kathryn Slaughter
VERT Sites LLC

November 2022



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1.0 INTRODUCTION

600 million tons of construction and demolition (C&D) debris was generated in the United States in 2018.¹ In Colorado, C&D materials currently make up 25-60% of landfilled materials throughout the state.² For Summit County, Colorado, 30% of landfilled materials come from C&D projects.³

The High Country Conservation Center (HC3) administered an RFP for developing a 5-year C&D Debris Recycling Plan to enhance C&D material diversion in Summit County and awarded VERT Sites LLC to lead the process.

One of the primary objectives of the Summit County 5-Year C&D Debris Recycling Plan is to identify three Colorado communities and two out-of-state communities that either have construction and demolition policies, ordinances, or C&D diversion incentives in place. This Influential C&D Communities and Programs Report evaluates three Colorado communities: Pitkin County, The City of Boulder, and the City of Fort Collins, and 2 out-of-state communities: Hennepin County, Minnesota and The City of Austin, Texas.

While other communities across the state and country have C&D programs, these five were chosen for further research based on the potential to implement similar programs in Summit County. All three Colorado communities have C&D waste diversion policies and ordinances in place, and they all have varying requirements for Construction Materials Management Plans. In addition, Austin and Hennepin County each offer similar and alternative solutions for C&D waste diversion. The findings in this report present the current policies or programs these communities have in place and present the challenges and successes of each.

2.0 COMMUNITIES

In order to meet community waste diversion goals, climate action goals, or address disposal space issues, forward-thinking communities have adopted and implemented C&D diversion ordinances in conjunction with other materials management policies (e.g., Pay As You Throw programs). One common theme that ties together the five communities featured in this report is waste diversion and climate action goals established in Climate Action or Zero Waste Plans.

1. "Construction and Demolition Debris: Material-Specific Data." EPA, Environmental Protection Agency, <https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/construction-and-demolition-debris-material>.

2. Recycle Colorado. 2019 C&D End Market Development Report. Page 15. <https://www.recyclecolorado.org/assets/docs/Construction%20%26%20Demolition%20End%20Market%20Development%20Report%202019.pdf>

3. Souder, Miller, & Associates. Summit County Waste Diversion Study. Page 3. 2019.

2.1 BOULDER, COLORADO

C&D Programs and Policies

The City of Boulder implemented a Deconstruction and Demolition waste diversion ordinance in 2016. All residential and commercial Level 4 alterations (projects with a work area that meet or exceed 50% of the building area), and projects seeking full demolition permits must divert 75% of the project's waste.⁶ Boulder supports and encourages multiple waste diversion outlets. Approved material diversion can be accomplished by salvaging building materials for donations, recycling recoverable materials, and repurposing or reusing project site materials. In addition to meeting a 75% diversion requirement, all affected demolition projects must divert three city-approved materials, e.g., scrap metal, cardboard, concrete, etc., along with achieving a waste diversion percentage requirement. New construction projects do not have diversion percentage requirements nor is material diversion enforcement currently taking place at new construction sites. The City's main focus for new construction projects is contractor commitment to divert city-approved recoverable materials.⁷

To receive both a demolition permit and a final building inspection at project completion, contractors must pay a non-refundable administrative fee, a refundable Material Diversion Compliance Deposit, and submit a Sustainable Deconstruction Plan before a permit can be issued. They must also provide the project's final material disposal tonnages and costs. The Compliance Deposit is priced at \$1 per square foot, with a minimum fee of \$1,500. For example, a 50,000 square foot project will be charged a \$50,000 Compliance Deposit. Contractors who meet the diversion requirements will receive a full refund; contractors who do not meet the necessary diversion goals will receive partial to zero refund. In addition to the Compliance Deposit, Boulder also charges a non-refundable \$219 administrative fee.⁸

To help contractors achieve these waste diversion goals, material diversion can be tracked on a free City-supplied C&D waste diversion tracking form. The C&D form is submitted upon final inspection request.⁹

Boulder currently has a 44% overall diversion rate and a 78% diversion rate with C&D materials.

⁶ "City of Boulder Sustainable Deconstruction Plan." City of Boulder

⁷ https://bouldercolorado.gov/sites/default/files/2021-04/Sustainable_Deconstruction_Plan.pdf.

⁸ Based on conversations with the City of Boulder's, Circular Economy Policy Advisor.

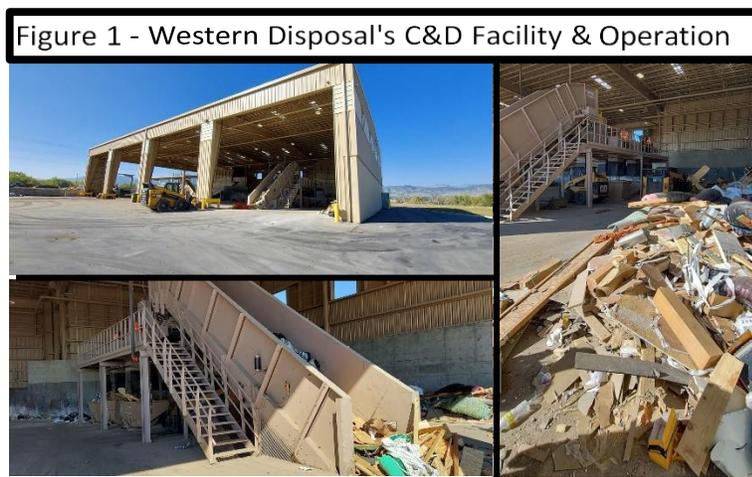
⁹ Waste Regulations." City of Boulder, <https://bouldercolorado.gov/services/waste-regulations>.

Local C&D Disposal Facilities

Boulder allows multiple outlets for C&D recycling, repurposing, and reuse. This has led to the creation of a strong local reuse market. For example, Reuse Central has been in operation since 1979 and is one of the largest reuse stores in the city. It is a self-funding non-profit with 12 full-time employees. The agency rents land from the city at \$1 per year.¹⁰

Along with a viable reuse market, Boulder has numerous processors for concrete, aggregate, cardboard and other C&D materials. Western Disposal, a privately owned and operated organization, is a C&D material hauler and transfer station in Boulder. Contractors who partner with Western Disposal can request a "Sort Box" which allows concrete, cardboard, wood, and metal to be combined in a dumpster and later sorted and processed at the facility.¹¹ As a private hauler and facility, Western Disposal mostly processes its own material loads, however, the transfer station does accept loads from other private haulers which contributes to the city's overall waste diversion percentages. Western Disposal was unwilling to share annual material collection numbers and past and current diversion and landfill numbers.

In 2021, Western Disposal received a Front Range Waste Diversion Grant that funded the purchase of C&D sorting equipment and salaries for two full-time employees. The C&D sorting conveyor system cost roughly \$250,000 and Western's first year's operational cost was \$213,000. Staffing accounts for the majority of costs including allocations for marketing, program management, sorters, and a skid steer operator.¹² Figure 1 shows Western Disposal's C&D sorting and transfer station.



¹⁰ Based on conversations with Resource Central's Floor Manager.

¹¹ "Construction Waste Sorting & Recycling." Western Disposal, <https://www.westerndisposal.com/wp-content/uploads/2022/03/1-CW-Rep-Flyer-New.pdf>.

¹² Based on conversations with Western Disposal's Community Relations Manager.

C&D Program Staff

Boulder currently has 2 individuals that review C&D submittals. The City's Circular Economic Policy Advisor (CEPA) and an additional employee. Together, they manage and review all C&D program submittals. The City's CEPA currently handles project exemptions, reconciliations, permitting, and program administrative work in addition to her policy and research work.

C&D Program Budget

Program implementation is estimated to be \$250,000 which includes the staff mentioned above and additional city-department overlaps.¹³

2.2 FORT COLLINS, COLORADO

C&D Programs and Policies

Fort Collins implemented a Construction & Demolition Waste Diversion ordinance in 2012. To receive a building a permit, a Construction Materials Management Plan (CMMP) must be submitted at the time of permit application.¹⁴ For new construction, additions, and remodel projects 2,500 square feet or more, wood waste, scrap metal, concrete (and other aggregates), and cardboard must be recycled. Demolition projects 1,000 square feet or more are required to recycle metal and concrete, aggregate, and masonry.¹⁵ Projects are not required to meet a diversion percentage nor are they required to pay a Diversion Compliance Deposit. Reuse is encouraged but also not required. Failure to comply with the ordinance can result in a \$3,000 a day fine and up to 6 months in jail.¹⁶

Though the ordinance is ten years old, it has never been enforced prior to 2022.¹⁷ Contractors and builders were not held accountable for C&D waste diversion and the city did not track diversion or issue out-of-compliance warnings.¹⁸ Now, Fort Collins is considering lowering their C&D project minimum of 2,500 square feet to 1,000 square feet and requiring C&D material separation at jobsites. If the latter were to be implemented and a City Inspector or third-party auditor were to visit a project site and see non-separation of C&D materials, the project's contractor would be out-of-compliance.

Adopted in 2013, Fort Collins also has a Material Disposal Ban for cardboard. All

¹³ Based on conversations with the City of Boulder's, Circular Economy Policy Advisor.

¹⁴ "Construction Waste Management Plan & Documentation." City of Fort Collins, https://www.fcgov.com/recycling/files/construction-waste-management-plan_2022.pdf?1643225999=.

¹⁵ "Construction Site Recycling." City of Fort Collins, <https://www.fcgov.com/recycling/constructiondebris>.

¹⁶ "Construction Site Recycling." City of Fort Collins, <https://www.fcgov.com/recycling/constructiondebris>.

¹⁷ Based on conversations with the City of Fort Collins Senior Environmental Compliance Specialist.

¹⁸ Based on conversations with the City of Fort Collins Senior Environmental Compliance Specialist.

cardboard generators must properly divert their cardboard from the landfill stream. Material haulers are exempt from emptying trash receptacles when clean cardboard accounts for at least 25% of the waste. This ordinance was adopted to support City waste diversion and climate action goals.¹⁹

Fort Collins has a 51% diversion rate, but it is unknown how much of that diversion comes from C&D materials since the city has not been tracking the sector's disposal data or enforcing the ordinance.

C&D Disposal Facilities

Fort Collins has access to multiple C&D recycling and processing facilities and a small reuse market given the city's proximity to other Front Range communities. Fort Collins had considered constructing a reuse marketplace similar to Resource Central in Boulder as well as a full-scale C&D recycling facility, but the city did not pursue either option. If Fort Collins were to have created a Reuse Warehouse, the cost was estimated to have been \$500,000 and a full-scale C&D Materials Recycling Facility to have been between \$5-7 million.²⁰

C&D Program Staff

Fort Collins hired 2 Environmental Compliance Specialists in late winter 2022. Their roles are to re-introduce the C&D Waste Diversion Ordinance to contractors and to re-educate the community the Ordinance exists.²¹

C&D Program Budget

Program budget was not shared.

2.3 UNINCORPORATED PITKIN COUNTY, COLORADO

C&D Programs & Policies

Unincorporated Pitkin County adopted a C&D ordinance in 2019 and implemented it in 2020. Projects requiring a building or demolition permit in unincorporated areas of the county must participate in the C&D Debris Recovery Program. The C&D's program goals are to extend the life of Pitkin County's landfill and to recover materials from the landfill. Prior to obtaining a building permit, contractors must sign a Recoverable Materials Diversion Acknowledgement form and pay a refundable Material Diversion Compliance

¹⁹ "Cardboard Disposal Ban, Now What?" City of Fort Collins, <https://www.fcgov.com/recycling/pdf/cardboard-disposal-ban.pdf?1384553584=>

²⁰ Zero Waste Associates. Road to Zero Waste Plan - Fort Collins, Colorado. https://www.fcgov.com/recycling/pdf/RZW_Report_Jan2014.pdf?1391705638. Page ii. 2013.

²¹ Based on conversations with Fort Collins Senior Environmental Specialist.

Deposit priced at \$1,000 per ton of waste generated.²² For example, if a demolition project were to estimate 50,000 tons of debris will be generated by demolition activity, then \$50,000 must be collected by the Solid Waste Center. The C&D Specialist follows up with contractors to ensure affected projects are correctly estimated. The Materials Diversion Acknowledgement form and the Compliance Deposit must be collected before a permit can proceed to "Building Review" with the county's Building Department.²³ Contractors who do not pay a deposit nor submit the Acknowledgement form will not receive a permit to proceed with demolition.

All affected projects must register on Green Halo, a customizable Materials Management tracking software that allows contractors, recyclers, and other entities to comply with local, state and federal recycling guidelines.²⁴ The County subscribes to the software and provides access to contractors and builders.

Pitkin County's largest C&D material streams are concrete, rock, dirt/sand/gravel, which accounts for 55-60% of the program's overall diversion rate. The program's overall diversion rate hovers between 70-75%, but because some projects had exceptionally high levels of concrete and other aggregates, the overall waste diversion rate for C&D projects in unincorporated Pitkin County is currently 84.56%.²⁵

Figure 2 - Pitkin County Solid Waste Center Concrete and Rock Disposal Site



C&D Disposal Facilities

Pitkin's Solid Waste Center accepts C&D material as well as clean wood/lumber, green waste/yard waste, scrap metal, and cardboard. Concrete and other aggregates are crushed on-site once per year. The cost to do so ranges from \$250,000-\$300,000 and the process can take a couple months to complete since the Solid Waste Center averages 2,000 tons or more per year in concrete and other aggregates. The Center

²² "How to Calculate the Diversion Compliance Deposit." Pitkin County, <https://static1.squarespace.com/static/5af283bdfcf7fd4b0e042c20/t/6054e870d7fe6973f242b9e3/1616177266013/How+to+Calculate+My+DCD.pdf>.

²³ "Before Permit Issuance." Pitkin County, <https://www.landfillrules.com/before-permit-issuance>.

²⁴ Visit [Green Halo Systems](#).

²⁵ Based on conversations with Pitkin County's C&D Specialist and current Green Halo data.

has seen 8,229 tons of concrete in 2022.²⁶ The County then resells the crushed concrete as a final product for use. See Figure 2 for Pitkin's concrete and aggregate crushing operation. Wood waste is another material the Solid Waste Center processes and resells to the public.²⁷ The Center takes clean pallets and dimensional lumber, grinds the material into wood chips, and resells the product to the public.

Lastly, the Solid Waste Center utilizes a tiered pricing structure for C&D disposal. Disposal prices are based on tons of waste generated by jobsites and whether dumpster loads are contaminated. Mixed C&D loads are charged more than source-separated loads. A load that has mixed C&D recyclables and trash is charged the highest disposal rate of \$198.25/ton. The tier structure was implemented to encourage diversion. Disposal rates are tracked in the county's diversion tracking software, Green Halo. The tracking system monitors disposal amounts and notifies customers when they reach a tier limit. Once a tier limit has been reached, the scale system charges at the next higher tier tipping fee.²⁸ See Table 1 below for Pitkin County's tier C&D price structure.

TABLE 1: PITKIN COUNTY, CO., C&D DISPOSAL TIER PRICING		
TIER	COST PER TON	MIXED C & D TIER TONNAGE RANGE
1	\$98.25 /TON	0-30 TONS
2	\$118.25 /TON	31-60 TONS
3	\$138.25 /TON	61 TONS OR MORE
4	\$198.25 /TON	ALL MIXED LOADS (TRASH + RECOVERABLES)

Pitkin County and the surrounding areas do have a small reuse market and a couple reuse stores such as Habitat for Humanity, but overall there is not a very strong reuse market in the area. To challenge this, the Solid Waste Center has the "Motherlode Mercantile" which it opened in June of 2022. It's a material and item drop-and-swap located at the Solid Waste Center. The public can donate and purchase gently used items and materials that otherwise might have been thrown away.

²⁶ Based on conversations with Pitkin County's C&D Specialist.

²⁷ Based on conversations with Pitkin County's Solid Waste Director.

²⁸ "Construction & Demolition Debris." Pitkin County, <https://www.landfillrules.com/construction-and-demolition-debris>.

C&D Program Staff

Pitkin County hired a C&D Specialist in 2020 to oversee the C&D diversion program. He currently reviews all C&D program documents, collects and refunds deposits, visits project sites, and provides quarterly trainings on the program and C&D disposal. The Motherlode Mercantile has one person who oversees the donation and resell operation. This person accepts, prices, and sells all items as well as determines what items are acceptable based on the Solid Waste Center's guidelines.

C&D Program Budget

The C&D Specialist had a hiring range of \$50,000-\$70,000 and the Motherlode Mercantile budget was not available.

2.4 HENNEPIN COUNTY, MINNESOTA

C&D Programs & Policies

The Minnesota Pollution Control Agency has a focus on extending the life of existing commercial and residential structures and the reuse of building materials. In Minnesota, 90 percent of construction and demolition debris is generated by commercial and residential redevelopment.²⁹ Hennepin County, Minnesota has worked with its local jurisdictions and the MPCA to implement an effective C&D waste diversion program without developing or enforcing C&D waste diversion policies or ordinances.

In 2020, Hennepin County introduced deconstruction and reuse grants for contractors and homeowners to incentivize deconstruction projects and reuse of construction materials. To date, Hennepin County has awarded \$60,000 in C&D grant funding to 40 projects.³⁰

Hennepin County does not require certain materials to be diverted and tracked, nor does the County require a Material Diversion Compliance Deposit or a Construction Materials Management Plan. County staff does conduct pre-demolition inspections of residential and commercial properties to help ensure regulated materials are removed prior to demolition. A follow up inspection is generally not required.³¹

Hennepin County has a landfill diversion rate of 42% and had a C&D

²⁹ "Managing Building Materials." Minnesota Pollution Control Agency, <https://www.pca.state.mn.us/air-water-land-climate/managing-building-materials>.

³⁰ Based on conversations with Hennepin County's Environmental Specialist.

³¹ Based on conversations with Hennepin County's Environmental Specialist.

diversion rate of 30% in 2013.³²

C&D Disposal Facilities

A secondary goal of providing Resource Recovery grants is to support local and state reuse markets and to increase awareness of deconstruction. Minnesota and Hennepin County have a number of reuse stores and strong markets for most C&D reuse items. However, a major challenge to the state's reuse market can be an occasional surplus of inventory.³³

There are two privately owned and operated C&D recycling facilities in Hennepin County, and neither could be reached for comment on material and tonnage collection, material diversion, and operating costs.

C&D Program Staff

Currently, the County employs only one Environmental Specialist, and she conducts one to three site inspections a month. She reports that the County is not ready to implement ordinances or policies that mandate C&D waste diversion and recovery.³⁴

C&D Program Budget

The overall program's cost is estimated to be \$200,000 and includes grant funding and funds for one employee and marketing efforts.³⁵

2.5 AUSTIN, TEXAS

C&D Programs & Policies

Austin regulates all single-family, multi-family, and commercial C&D projects 5,000 square feet and larger; in practice, this has meant that most affected projects are commercial.

The ordinance was adopted in 2016, and waste diversion mandates were implemented in two phases: additions and remodels in 2016 and demolition projects in 2019.³⁶ C&D waste diversion is part of the City's Resource Recovery Master Plan, which set a goal of achieving zero waste by 2040. As of now, Austin's diversion rate hovers around 42% with C&D program diversion to be between 40-50%.³⁷

³² Foth. Construction & Demolition Diversion Capacity Study. Page 6. 2015.

³³ Based on conversations with Hennepin County's Environmental Specialist.

³⁴ Based on conversations with Hennepin County's Environmental Specialist.

³⁵ Based on conversations with Hennepin County's Environmental Specialist.

³⁶ "Zero Waste by 2040." City of Austin, <https://www.austintexas.gov/zerowaste>.

³⁷ Based on conversations with Austin's Conservation Manager.

Affected C&D projects must divert 50% of waste or dispose no more than 2.5 pounds of trash per square foot. Even though Austin adopted the ordinance in 2016, enforcement has been little to non-existent and contractor reporting has been voluntary until a few years ago. A 2020 proposal to increase the required waste diversion of 50% to 75% for C&D projects did not pass.³⁸

To address the lack of reporting and municipal enforcement, City management began exploring C&D software programs in late 2020.

Now, the city now requires all affected projects to register on Re-TRAC, a web-based software that organizes, manages, and measures municipal waste and recycling programs.³⁹

A Final Construction Recycling Report must be submitted upon final inspection request. The City considered implementing a Material Diversion Compliance Deposit but learned they did not have the legal authority to do so.⁴⁰

C&D Disposal Facilities

There are five main C&D recycling processors in Austin. Most are privately owned and operated. Austin has robust markets for concrete/aggregate, metals, cardboard, plastics (rigid), and lumber.⁴¹ Austin also has at least five regional reuse centers, and the City created an interactive Reuse Directory to connect the community to resources for donation, resale, rental, and repair.⁴²

C&D Program Staff

Two new staff members were recently hired to form a Construction & Demolition Recycling Compliance Team. The Conservation Manager oversees these roles.

C&D Program Budget

The City's C&D diversion program cost were not disclosed but is estimated to cost between \$300,000-\$400,000 annually. These figures include staffing, marketing, and the city's partnership with Re-TRAC.⁴³

³⁸ "Ordinance NO. 20151119-098." City of Austin, <https://www.austintexas.gov/edims/document.cfm?id=244998>

³⁹ Visit Austin's Re-TRAC site: <https://connect.re-trac.com/registration/austin-cdordinance>.

⁴⁰ Based on conversations with Austin's Conservation Manager.

⁴¹ Burns and McDonald." Economic Impact Study on C&D Diversion Requirements.

https://www.austintexas.gov/sites/default/files/files/FINAL%20Economic%20Impact%20Study%20on%20C%26D%20Diversion%20Requirements_06-02-20.pdf. ES-5 and ES-6. 2020.

⁴² Visit Austin's Reuse Directory: <https://austinreusedirectory.com/>.

⁴³ Based on conversations with Austin's Conservation Manager.

3.0 COMMUNITY COMPARISONS

The following four tables show the similarities and differences these communities share regarding their C&D policies and programs.

Table 2: C&D Communities Comparison Chart

COMMUNITY	MATERIAL DISPOSAL BAN(S)	CONSTRUCTION MATERIALS MANAGEMENT PLAN	RESOURCE RECOVERY GRANTS	C& D MATERIAL DIVERSION ORDINANCE	MATERIAL COMPLIANCE DEPOSIT	DISPOSAL PRICING STRUCTURE	ZERO WASTE/ CLIMATE/ SUSTAINABILITY PLAN	COMMUNITY C& D DIVERSION RATES	COMMUNITY OVERALL DIVERSION RATES
PITKIN COUNTY, CO	✗	✓	✗	✓	✓	✓	✓	70 -75%	38%
BOULDER, CO	✗	✓	✗	✓	✓	✗	✓	70 -80%	44%
FORT COLLINS, CO	✓	✓	✗	✓	✗	✗	✓	CITY HAS NOT BEEN TRACKING	51%
AUSTIN, TX	✗	✓	✗	✓	✗	✗	✓	40 -50%	42%
HENNEPIN COUNTY, MN	✗	✗	✓	✗	✗	✗	✓	30-35%	42%

Table 3: Communities with Reuse Markets

COMMUNITY	ITEM DONATIONS	RECLAIMED BUILDING MATERIALS
PITKIN COUNTY, CO	✓	✗
BOULDER, CO	✓	✓
FORT COLLINS, CO	✓	✓
AUSTIN, TX	✓	✓
HENNEPIN COUNTY, MN	✓	✓

Table 4: C&D Materials Accepted for Recycling and Recovery at Communities

COMMUNITY	SCRAP METAL	CONCRETE/ AGGREGATE/ ASPHALT	UNTREATED WOOD/ LUMBER	PLASTIC (RIGID)	SHINGLES	GYPSUM	CARDBOARD
PITKIN COUNTY, CO	✓	✓	✓	✗	✗	✗	✓
CITY OF BOULDER, CO	✓	✓	✓	✓	✗	✗	✓
CITY OF FORT COLLINS, CO	✓	✓	✓	✗	✗	✗	✓
CITY OF AUSTIN, TX	✓	✓	✓	✓	✗	✗	✓
HENNEPIN COUNTY, MN	✓	✓	✓	✗	✗	✗	✓

Table 5: Communities with Material End-Market Solutions

PITKIN COUNTY, CO	✓	✓	✓	✗	✗	✗	✓
CITY OF CO	✓	✓	✓	✓	✗	✗	✓
CITY OF FORT COLLINS, CO	✓	✓	✓	✗	✗	✗	✓
CITY OF TX	✓	✓	✓	✓	✗	✗	✓
HENNEPIN COUNTY, MN	✓	✓	✓	✗	✗	✗	✓

Appendix C

Stakeholder Summaries

Summit County 5-Year C&D Plan: C&D Project Stakeholder Summaries



Prepared For:
Jen Schenk
The High Country Conservation Center
Aaron Byrne
SCRAP

Prepared By:
Kathryn Slaughter
VERT Sites LLC

November 2022



Project Stakeholders

1. SCRAP
2. Towns
3. Contractors and Builders
4. Haulers
5. Zero Waste Task Force
6. HC3 (summary is not applicable)

1. SCRAP

Current Operations

VERT Sites and HC3 took a tour of the SCRAP in September of 2022 to view current C&D operations.

The SCRAP is roughly 400 acres with an anticipated closing date of 2054. The SCRAP currently has one dual-stream MRF with a new a single-stream recycling facility being constructed. In addition, a new scale and gatehouse are also under construction.

The County has a Designated Disposal Site ordinance for materials but often allows recyclables such as scrap metal, asphalt, and concrete to leave as well as other approved materials.

Most of the C&D debris entering the SCRAP is loose tonnage that is mixed. C&D is currently not separated at the SCRAP and the facility does not have equipment for C&D material sorting.

Scrap metal and concrete are often received as source-separated while other C&D materials are often received mixed. Mixed C&D materials include cardboard, lumber, asphalt, concrete, pallets, with metals and cardboard sometimes mixed in.

The SCRAP's biggest potential for C&D diversion is cardboard and scrap metal. These 2 material streams have been the top streams the past 4 years. The 2018 Waste Audit is additional data that supports this claim.

According to the SCRAP, C&D loose tonnage disposal typically spikes between April/May through October/November and subsides some October – February.

The SCRAP currently accepts and recycles these C&D materials:

- Scrap Metal
- Cardboard
- Concrete (clean, free of rebar and asbestos)
- Slash/yard trimmings

The SCRAP currently accepts these C&D materials for future recycling and processing:

- Dimensional Lumber
- Pallets
- Asphalt
- Concrete (clean, free of rebar and asbestos)

Possible SCRAP C&D Programs

1. Concrete Crushing/Reuse

The County has been able to divert concrete, asphalt, dirt, and rocks with Peak Materials operations close by. Peak accepts asphalt to repurpose and sell CDOT approved hot and warm mix asphalt to the public. Peak's backfilling operation is expected to be completed in 5-6 years. The SCRAP will therefore have to plan to receive more of these materials. A concrete recycling program is possible, and the SCRAP considers it would take 3-5 years to implement. For the program to be successful, materials must be clean and additional equipment and operators will be needed. Contaminated concrete is not accepted at the SCRAP and concrete with asbestos has been an important concern for the facility.

2. Wood Chip Program: Dimensional Lumber/Clean Wood



It is projected that the SCRAP can potentially create a pallet recycling and a dimensional lumber recycling program soon (2-3 years). The SCRAP, haulers, and contractors see the value in such a program. While there might not space near the current pallet collection area, the SCRAP can investigate additional areas where an operation can go.

3. Information and Data Management

The SCRAP currently cannot track all materials, material streams, and material sector generators manually. The SCRAP will potentially be able to have improved tracking and data management opportunities with the new scale house.

Additional cost will be associated for data management and tracking. For example, Green Halo charges Pitkin County \$99/month and \$3 per resident. For Summit County, then, the cost could be between \$90,000 - \$100,000 annually.

2. Towns

HC3, VERT Sites, Summit County, and local Summit County towns held a 1-hour Zoom meeting on November 7, 2022. The towns were provided the Policies and Programs report for review.

Six programs and policies were presented to town building and permitting departments. Below are the findings from each town and the stakeholder results.

Breckenridge Representative

- Expressed concerns about interdepartmental crossover and additional duties. Overall, the town representative believes the town supports diverting more materials from Breckenridge C&D projects.
- Town projects currently divert concrete and asphalt to Peak Materials through their contractors.
- Did not express interest in a diversion deposit program.
- Expressed high interest in Construction Materials Management Plans.

Silverthorne Representative

- Expressed high interest in a CMMP and believes it is a good starting point for the county to consider.

Dillon Representative

- Expressed high level of concern of a C&D program implementation due to being a department of one.

Frisco Representative

- Believes a CMMP is the most attractive program to begin a C&D policy or program but is curious how it will be enforced, i.e., haulers, towns, county enforcement.

Summit County Representative

- The County's Planning Director expressed concerns on policy interactions between departments – building vs. planning and the staff needed for program implementation.

The one common concern all towns shared:

Staff for compliance and implementation.

The one common program all support:

Construction Materials Management Plans for C&D projects

3. Contractors and Builders

Local Builders

VERT Sites met with 3 local builders: Iron Forest Builders, Campbell Construction, and Summit Homes Construction. VERT Sites also spoke with Gorman USA about their new construction housing project, Alta Verde II, starting in the spring of 2023.

Iron Forest

VERT Sites met with Iron Forest Builders at 3 sites, all located in the Peak 7 neighborhood in Breckenridge. 2 sites were a remodel/addition, and one site was a new construction build. All sites were residential projects. Iron Forest primarily builds residential homes, additions, and remodels.

Discussion Points

- Per HOA provisions, only 1 dumpster is allowed per site on Peak 7.
- Illegal dumping has been a problem for Iron Forest at these 3 sites and their other sites.
- Town regulations on having dumpsters on roadways.
- Framing materials (dimensional lumber) are their biggest issue and their number 1 jobsite material they use.
- Expressed interest in a dumpster at recycling centers for dimensional lumber collection.
- Typically, their sites have anywhere from 15-18 rolloff services and they usually use 1 rolloff for all jobsite material disposal.
- It can be harder in the winter but it doesn't slow construction down.
- An incentive program might be a good place to start.
- Typically, do not generate a rolloff's worth of cardboard at their sites.

Hauling & Disposal

Iron Forest typically hires a C&D hauler for material disposal.



Pictured to your left are Iron Forest dumpsters at 3 of their jobsites on Peak 7. Per HOA rules, only 1 dumpster is allowed per project site.

Campbell Construction

VERT Sites met with Campbell Construction at a Highlands remodel project in Breckenridge in early October.

Campbell Construction builds residential homes, remodels, and additions as well as multi-family commercial construction units. They are one of the largest local builders and developers along with Summit Homes Construction.

Discussion Points

- Jobsite space issues due to town and HOA regulations
- Jobsite space issues due to weather
- Recycle metals either at the recycle centers or hold on to recycle down in Denver
- Expressed interest in a building reuse center but not expressed interest in utilizing one for clients

- Scrap wood is not usable wood. They tend to either reuse lumber as a heat source for homes or toss out. Would like to be able to recycle wood
- Support the county's effort in C&D waste diversion ordinance
- Shared that most contractors need to be forced to divert or be incentivized to do so

Hauling & Disposal

Campbell Construction utilizes commercial C&D haulers as well as hauls their own jobsite materials and loads. They have various trailer sizes for jobsites and material loads.



At this specific jobsite located in the Highlands in Breckenridge, Campbell is not allowed to have a dumpster on the road. This is a home remodel project. There are clear signs of space issues between materials, a trailer for trash, work, and not pictured portable sanitation. A dumpster in the driveway is not feasible given other project needs so the contractor self-hauls trash in their trailer.

Summit Homes Construction

VERT Sites, along with HC3, was able to meet and see Summit Homes Construction newest multi-family residential construction project in Silverthorne.

Summit Homes Construction is a residential builder and remodeler, and they also build multi-family construction projects and developments. Smith Ranch is their latest multi-family neighborhood development project.

Discussion Points

- Jobsite space issues due to weather, materials, shipments, and project phases. It was also mentioned that crew vehicles can create issues as well.
- Do have extra scrap wood due to framing and will use as a heat source for homes or throw away.
- Express language barrier concerns,
- Dumpsters can also be an issue with services due to space, e.g., car parked in front of it.
- Expressed interest in cardboard recycling from projects if possible.
- Wood and cardboard are their biggest materials they can divert.

Hauling & Disposal

Summit Homes uses commercial haulers for their materials



Summit Homes construction site in Silverthorne. 6th and Blue Crossing project.

Contractor Survey

The C&D Project created and administered a 9-question survey to local builders and contractors. There were 54 completed surveys with a total of 67 overall respondents. Below are survey results.

- New homes, remodels, and additions make up the dominant builds in the county. Commercial construction is second followed by commercial multi-family.
- If possible, 61% responded that they donate unwanted items from remodels.
- 50% of the responders self-haul materials to the SCRAP and 56% self-haul recycling to the local recycle centers.
- 41% of contractors responded that they will sometimes reuse building materials.
- 52 responded that they recycle scrap metal and cardboard.
- 54 responded that they could recycle scrap metal, cardboard, dimensional lumber, and concrete/aggregates/asphalt.
- 62 responded with a total of 87% saying they would like to recycle more at their jobsites.

Contractor Challenges (based on survey results)

- Cost (disposal, labor, transportation)
- Transportation (getting service on time, taking materials)
- Space (HOA's, weather, towns, materials, trade partners)
- Training (English and Spanish)
- Education (knowing what they can divert)

4. Haulers

Summit County has 3 main commercial C&D haulers: Summit Rolloffs, Timberline Disposal & Recycling, and Waste Management. This project identified the most involved haulers with C&D projects to be Summit Rolloffs and Timberline Disposal & Recycling.

This section will focus mostly on commercial haulers but it is important to keep in mind that many contractors self-haul materials to SCRAP, recycle centers, and outside the county (scrap metal to Denver).

The Project's haulers were interviewed and asked numerous questions on C&D disposal. Below are the results.

- Both haulers can and will take materials to Peak Materials
- Both haulers can provide multiple dumpster sizes for material streams and items
- Both haulers provide dumpsters for C&D recycling
- Both haulers can provide data to contractors, i.e., tonnage reports
- Haulers cannot provide compliance or enforcement at jobsites (their sole purpose is to haul materials from Point A to Point B)
- Based on what haulers are seeing, lumber should be considered a new recycling opportunity (ZWTF note)

5. Zero Waste Task Force

The Zero Waste Task Force met in-person on December 7, 2022. Included in the presentation were five communities with C&D policies and/or programs in place, as well as six policies and/or programs to consider for potential implementation.

The group was provided the Influential Communities Report for review.

A breakout session was designed based on input from the Town and County Stakeholder meeting to gather feedback on diversion opportunities. Feedback from each group is below.

Breakout Group 1: C&D Diversion Ordinance and Construction Materials Management Plans

The Diversion Ordinance and CMMP group determined an ordinance and a CMMP would yield a high diversion potential if implemented correctly and that these 2 strategies would be the most for towns to implement.

The group shared these concerns for implementation:

- Moral responsibility
- Enforcement
- Compliance
- Infrastructure

Lastly, the group leaned towards an ordinance with a focus on diverting specific materials from jobsites versus material diversion percentage requirements.

SCRAP Operations & Program Comments

The key takeaway from this breakout session is that all 3 haulers expressed how contractors are asking about lumber recycling and all received clarity on what the SCRAP accepts in regards concrete, lumber, and pallets.

There were positive comments from all on a lumber recycling program and the possibility of concrete crushing.

Below are additional notes.

- Aaron noted that the SCRAP has improved tracking opportunities with the new scale house and that additional reporting systems will have a cost. Aaron voiced that SCRAP cannot currently track everything manually.
- SCRAP wants to know if the contractors will be able to separate materials and haulers want to know how to hold the contractors accountable.
- Aaron pointed out that we have 30 years left in the landfill and we need to do something.
- Haulers tracking C&D project requirements is not realistic.
- Timeframe to implement; Short 1-3 years = pallets; Med 3-5 years = concrete

Breakout Group 2: SCRAP Operations & Program Comments

The key takeaway from this breakout session is that all 3 haulers expressed that contractors are inquiring about lumber recycling and all received clarity on what the SCRAP accepts in regard to concrete, lumber, and pallets.

There were positive comments from all on a lumber recycling program and the possibility of concrete crushing.

Breakout Group 2 Notes

- Aaron noted that the SCRAP has improved tracking opportunities with the new scale house and that additional reporting systems will have a cost. Aaron voiced that SCRAP cannot currently track everything manually.
- SCRAP wants to know if the contractors will be able to separate materials and haulers want to know how to hold the contractors accountable.
- Aaron pointed out that we have 30 years left in the landfill and we need to do something.

Breakout Group 3: Material Disposal Ban

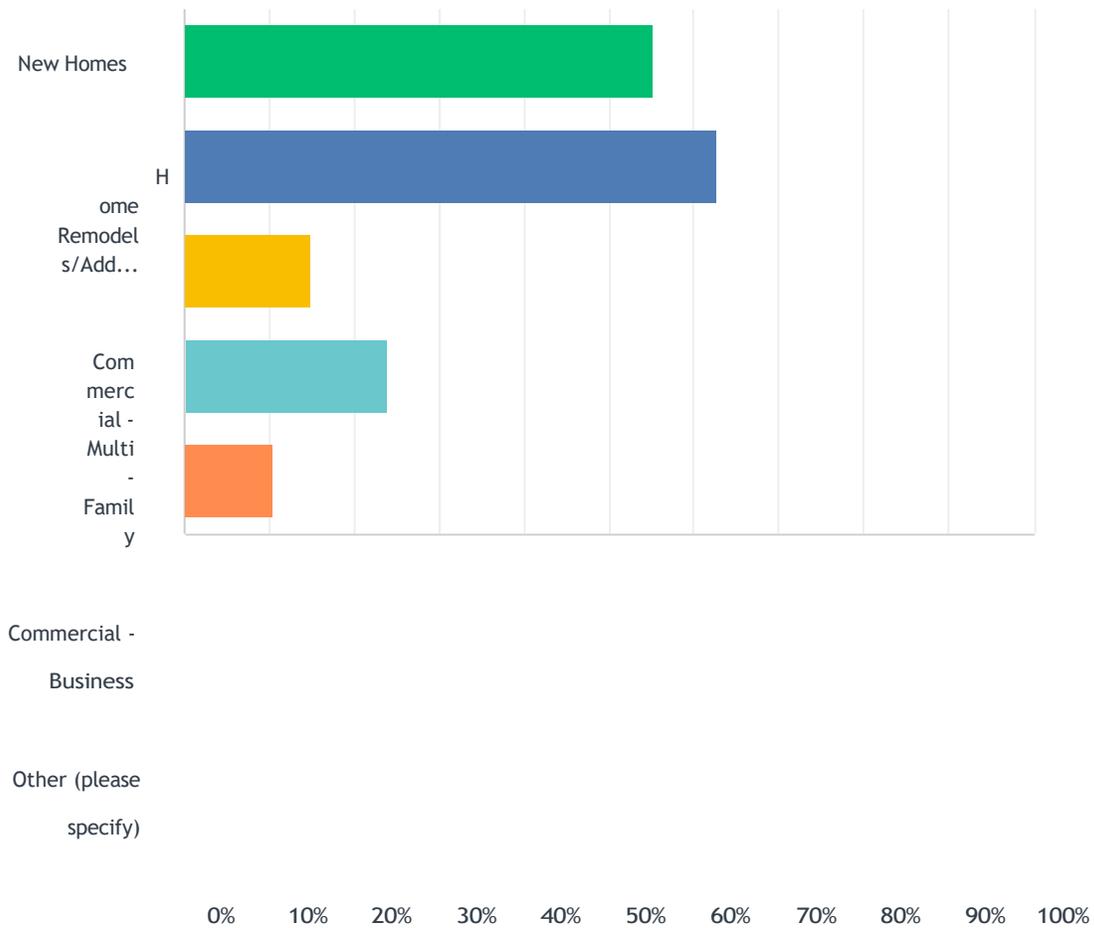
There was little or zero interest for a material disposal ban and this has been taken into consideration for the C&D Action Plan.

Appendix D

Contractor Survey Results

Q1 What type of projects do you predominately build? Check all that apply.

Answered: 67 Skipped: 0



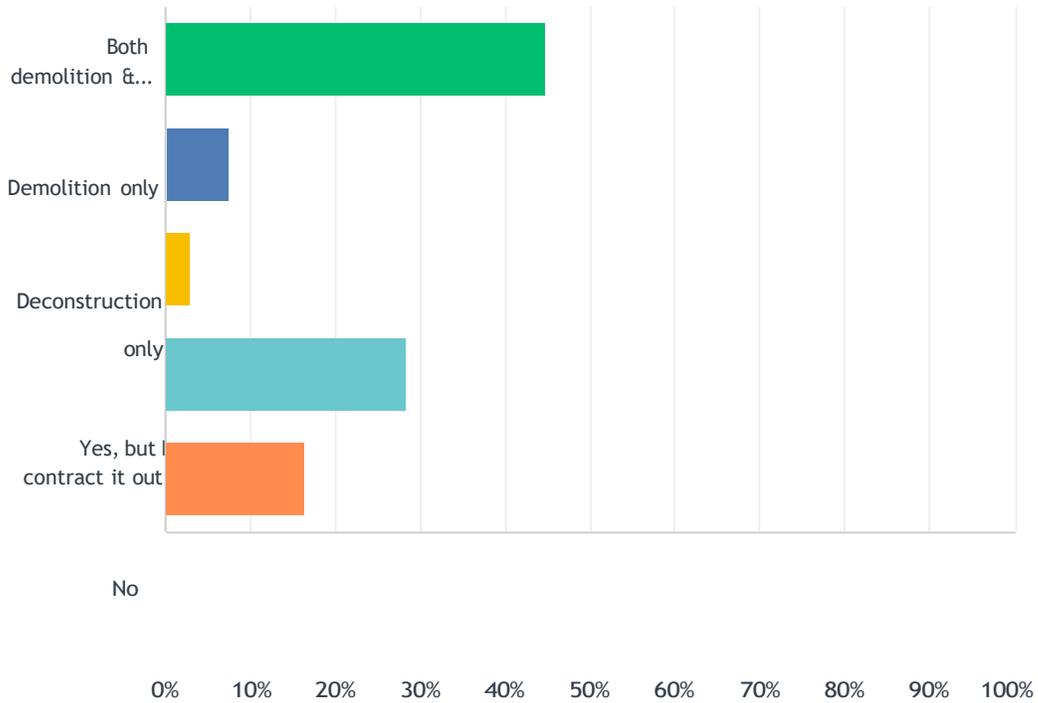
ANSWER CHOICES	RESPONSES	
New Homes	55.22%	37
Home Remodels/Additions	62.69%	42
Commercial - Multi-Family	14.93%	10
Commercial - Business	23.88%	16

Other (please specify) 10.45% 7

Total Respondents: 67

Q2 Do you perform any demolition or deconstruction work?

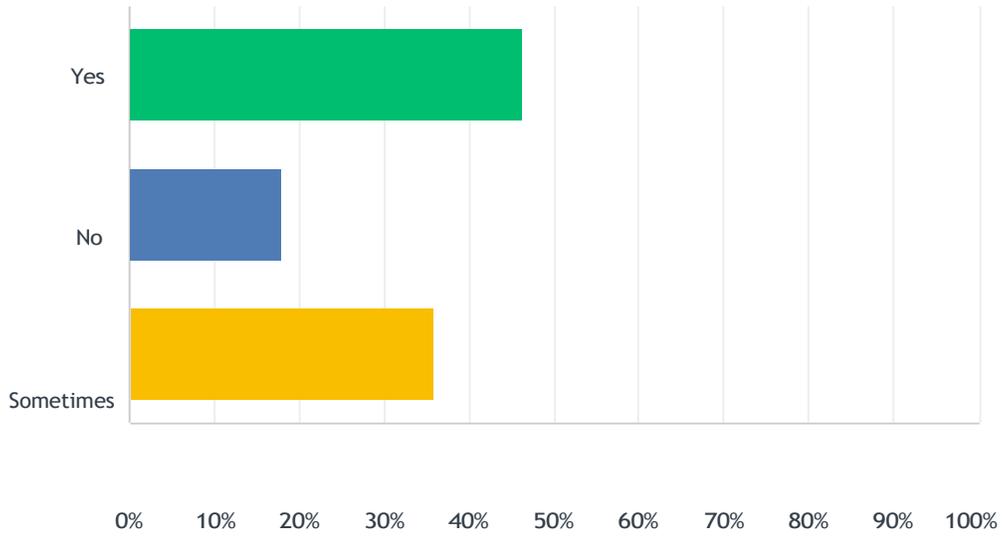
Answered: 67 Skipped: 0



ANSWER CHOICES	RESPONSES	
Both demolition & deconstruction	44.78%	30
Demolition only	7.46%	5
Deconstruction only	2.99%	2
Yes, but I contract it out	28.36%	19
No	16.42%	11
TOTAL		67

Q3 Do you currently recycle any jobsite materials?

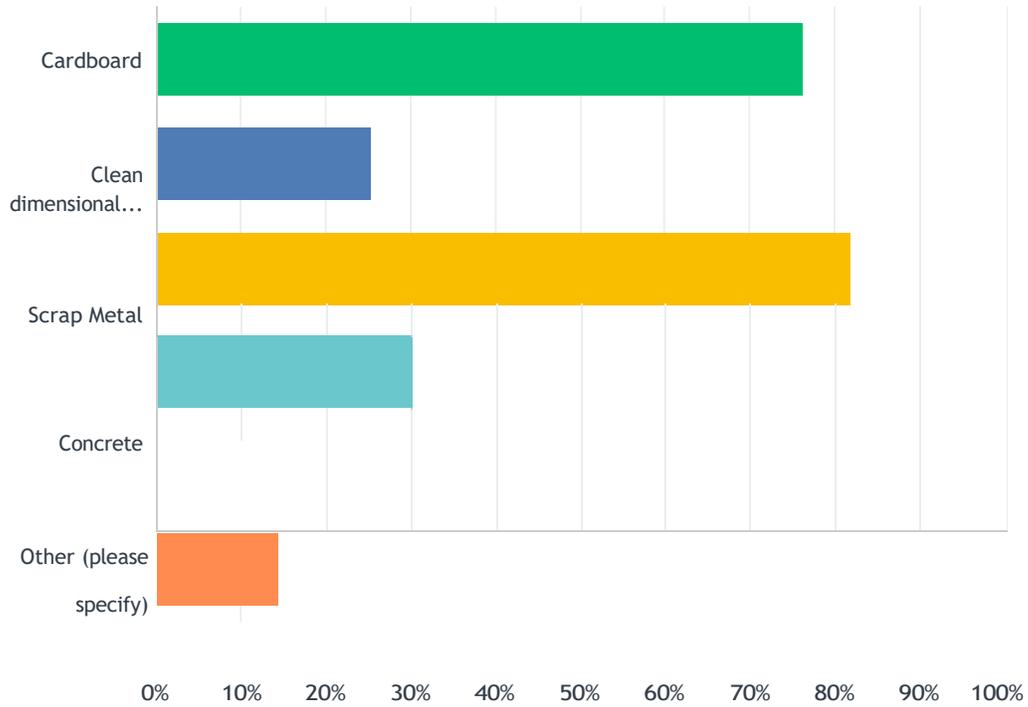
Answered: 67 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	46.27%	31
No	17.91%	12
Sometimes	35.82%	24
TOTAL		67

Q4 Which materials do you recycle? Check all that apply.

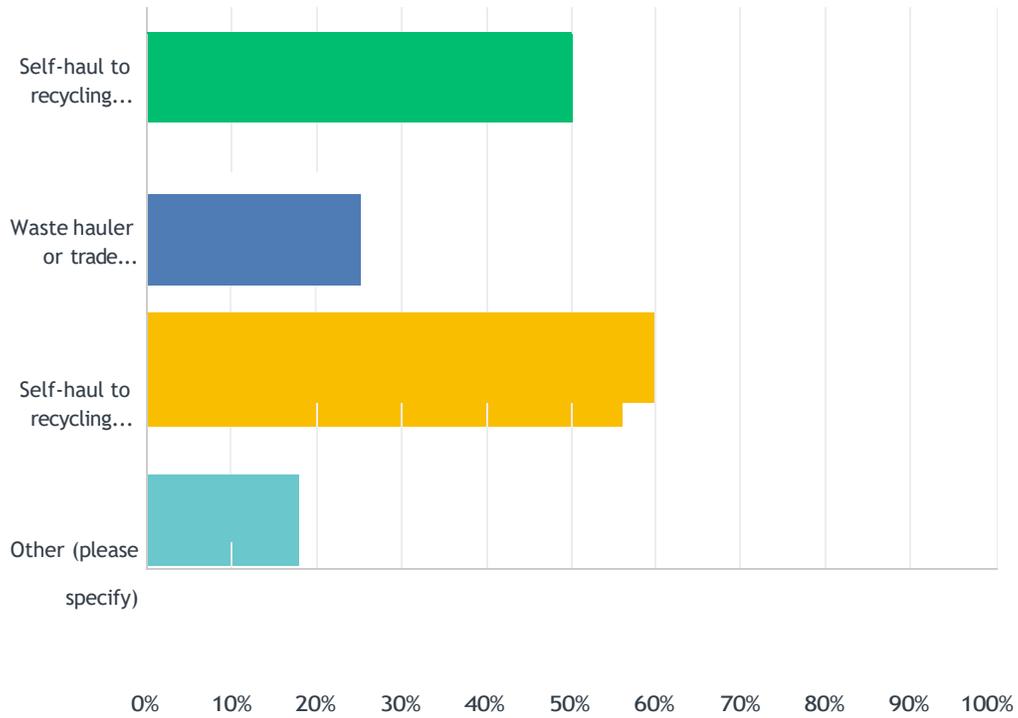
Answered: 55 Skipped: 12



ANSWER CHOICES	RESPONSES	
Cardboard	76.36%	42
Clean dimensional lumber	25.45%	14
Scrap Metal	81.82%	45
Concrete	30.91%	17
Other (please specify)	14.55%	8
Total Respondents: 55		

Q5 How are you recycling these materials? Check all that apply.

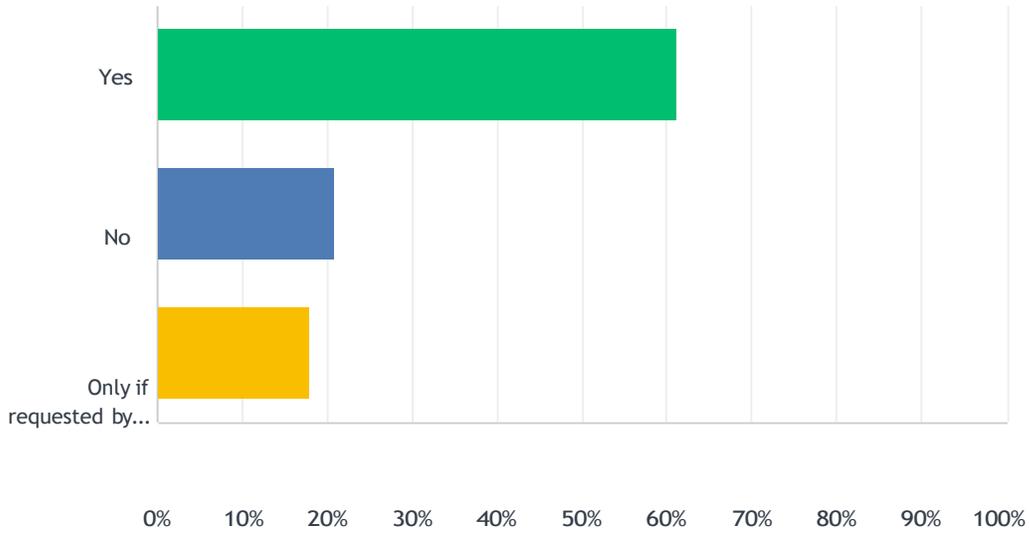
Answered: 55 Skipped: 12



ANSWER CHOICES	RESPONSES	
Self-haul to recycling center at SCRAP (landfill)	50.91%	28
Waste hauler or trade partner takes to recycling center at SCRAP (landfill)	25.45%	14
Self-haul to recycling center(s) in Frisco, Breckenridge, or Silverthorne	56.36%	31
Other (please specify)	18.18%	10
Total Respondents: 55		

Q6 Do you donate unwanted items from home remodel or addition projects before the project begins? (Ex. household goods, furniture, or room essentials the client doesn't want)

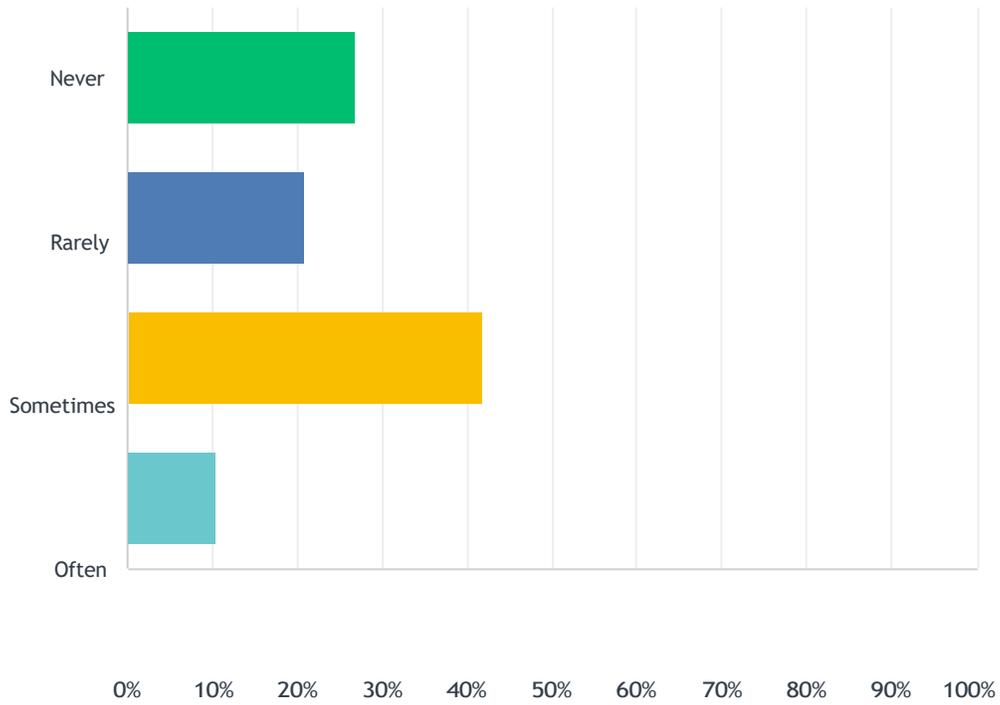
Answered: 67 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	61.19%	41
No	20.90%	14
Only if requested by client	17.91%	12
TOTAL		67

Q7 How frequently do you use repurposed construction materials for home remodels/additions?

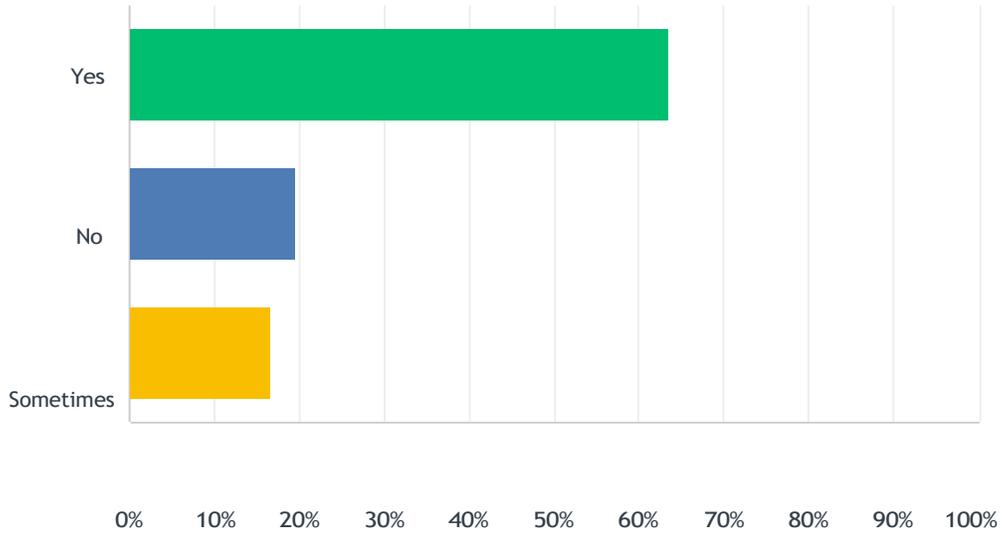
Answered: 67 Skipped: 0



ANSWER CHOICES	RESPONSES	
Never	26.87%	18
Rarely	20.90%	14
Sometimes	41.79%	28
Often	10.45%	7
TOTAL		67

Q8 Do you experience challenges that prevent your team(s) from recycling and recovering more materials?

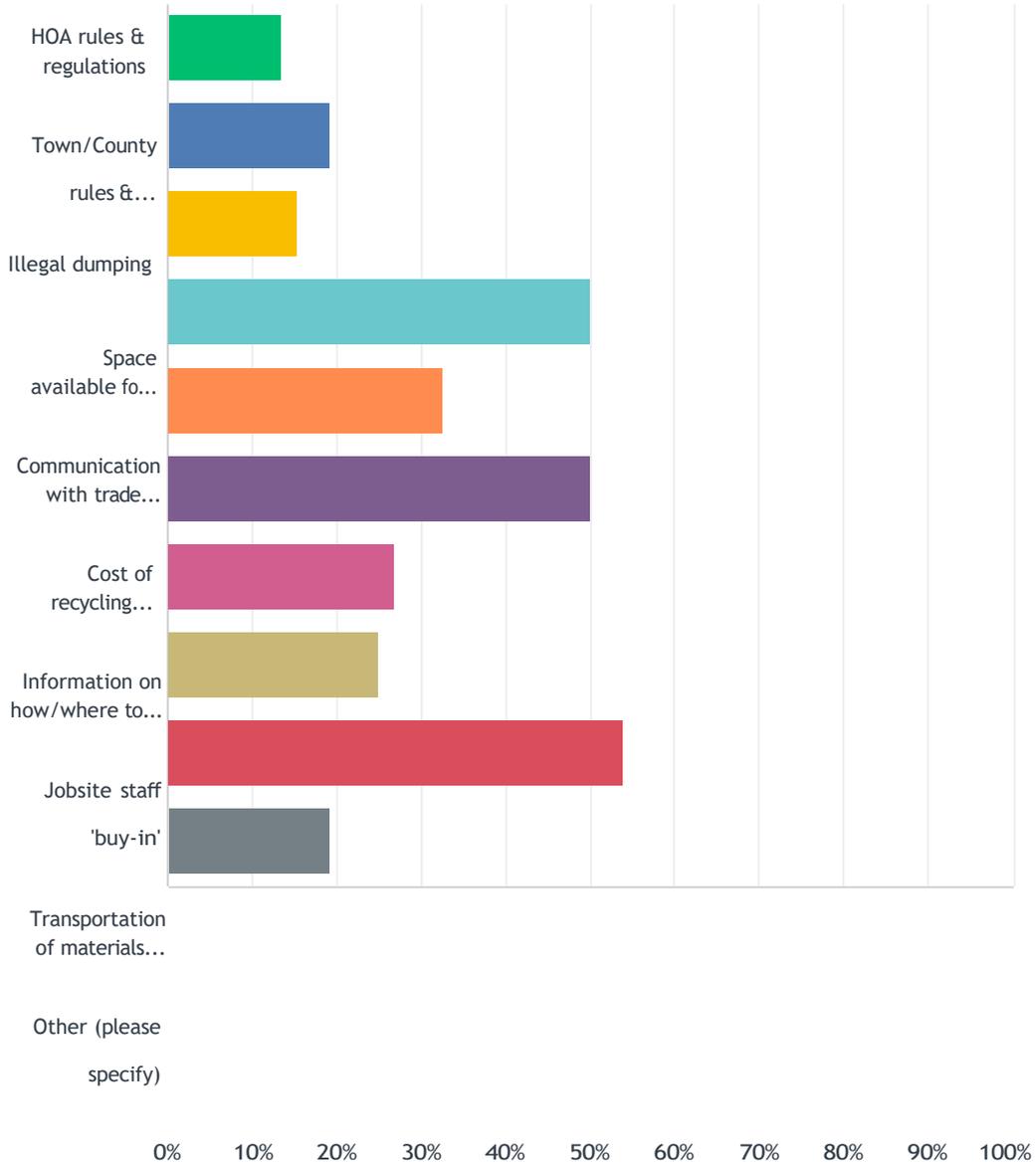
Answered: 66 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	63.64%	42
No	19.70%	13
Sometimes	16.67%	11
TOTAL		66

Q9 What challenges prevent your team(s) from recycling and recovering more materials? Check all that apply.

Answered: 52 Skipped: 15

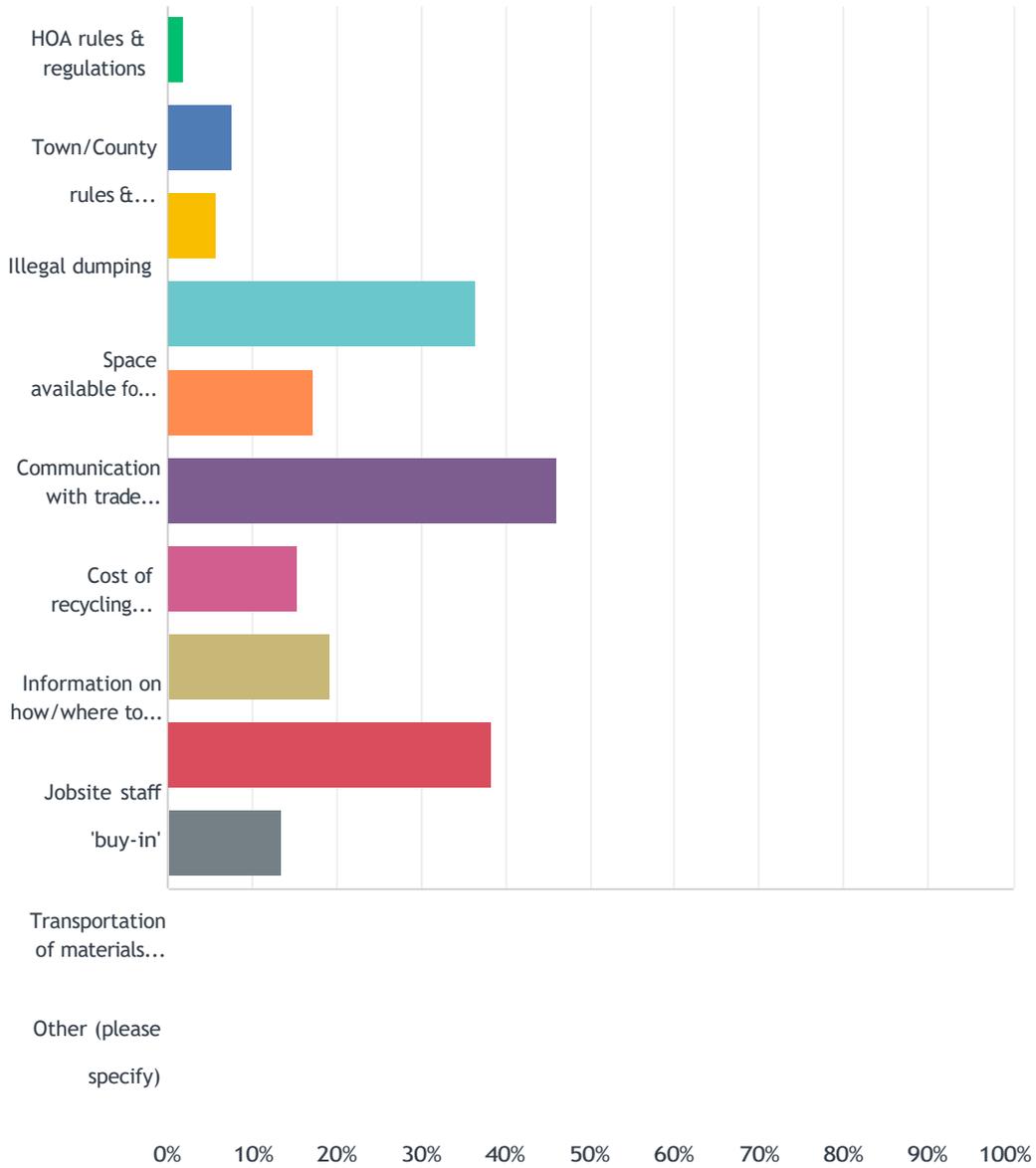


ANSWER CHOICES	RESPONSES	
HOA rules & regulations	13.46%	7
Town/County rules & regulations	19.23%	10
Illegal dumping	15.38%	8
Space available for dumpsters	50.00%	26
Communication with trade partners and subcontractors	32.69%	17
Cost of recycling materials	50.00%	26
Information on how/where to recycle materials	26.92%	14
Jobsite staff 'buy-in'	25.00%	13
Transportation of materials from jobsite to recycle center	53.85%	28
Other (please specify)	19.23%	10

Total Respondents: 52

Q10 Of these challenges, which create the largest barrier for your team(s)? Select up to 3.

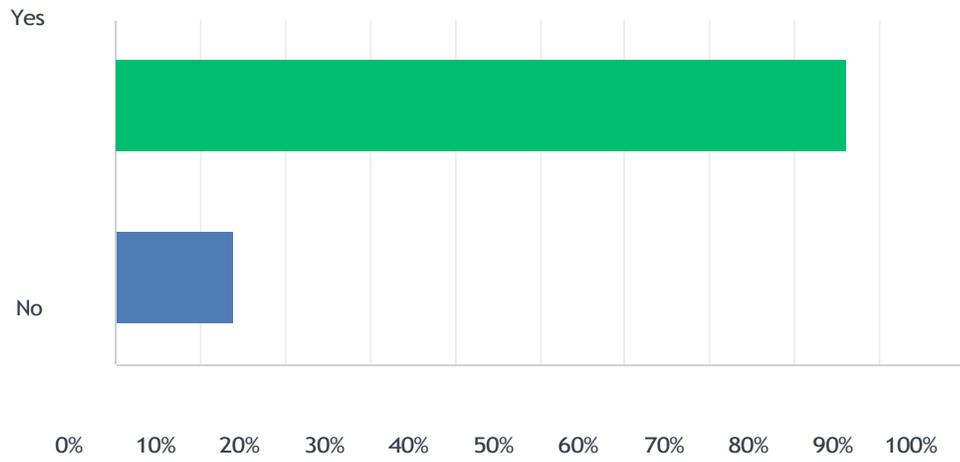
Answered: 52 Skipped: 15



ANSWER CHOICES	RESPONSES	
HOA rules & regulations	1.92%	1
Town/County rules & regulations	7.69%	4
Illegal dumping	5.77%	3
Space available for dumpsters	36.54%	19
Communication with trade partners and subcontractors	17.31%	9
Cost of recycling materials	46.15%	24
Information on how/where to recycle materials	15.38%	8
Jobsite staff 'buy-in'	19.23%	10
Transportation of materials from jobsite to recycle center	38.46%	20
Other (please specify)	13.46%	

Q12 Do you want to recycle (more) materials at your jobsites?

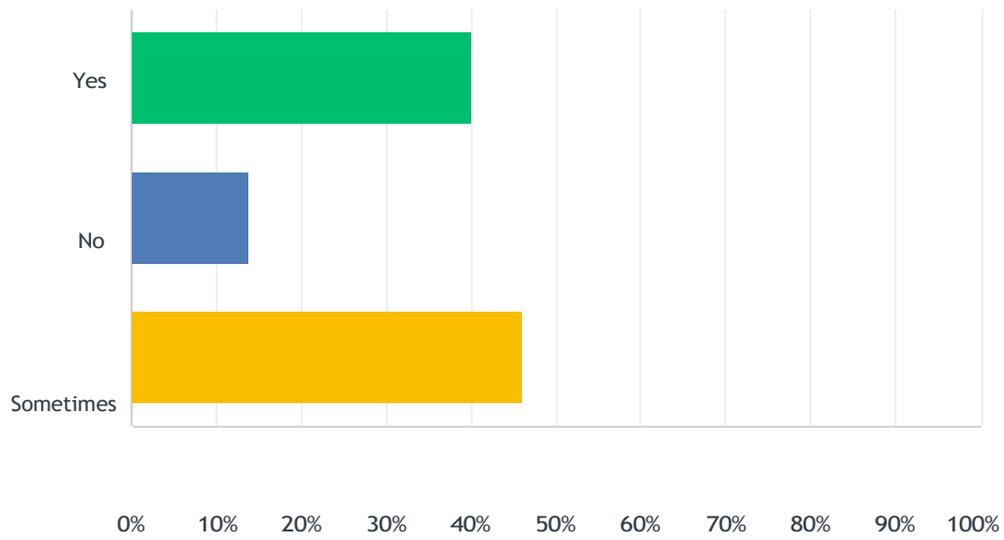
Answered: 65 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	86.15%	56
TOTAL		65
No	13.85%	

Q13 Is it possible for your jobsite teams to separate and divert materials from the landfill for recycling or reuse?

Answered: 65 Skipped: 2

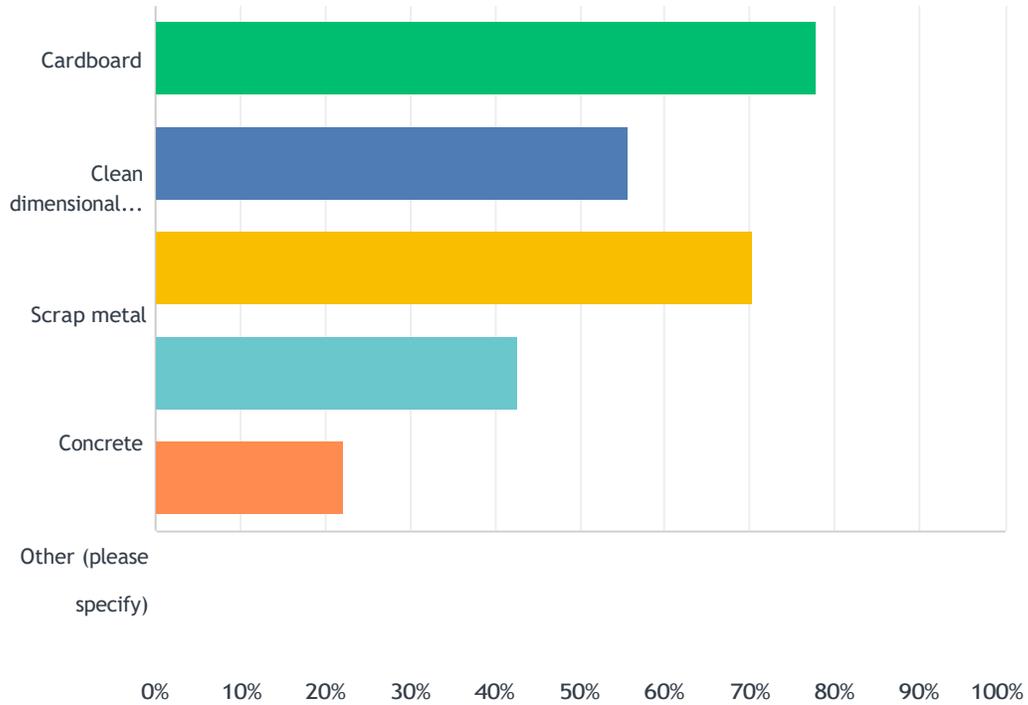


ANSWER CHOICES	RESPONSES	
Yes	40.00%	26
No	13.85%	9
Sometimes	46.15%	30
TOTAL		65

Q14 If you answered yes to the last question, what materials could your jobsite team(s) separate and divert from the landfill for recycling or reuse?

Check all that apply.

Answered: 54 Skipped: 13



ANSWER CHOICES	RESPONSES
Cardboard	77.78% 42
Clean dimensional lumber	55.56% 30
Scrap metal	70.37% 38
Concrete	42.59% 23

Other (please



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Town Clerk
Date: 8/2/2023
Subject: Committee Reports

The following committee reports were submitted for this meeting and are attached:

- Summit Stage Advisory Board
- Breckenridge Social Equity Advisory Commission

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	Included
Police Advisory Committee	Chief Jim Baird	No Meeting/Report
Recreation Advisory Committee	Scott Reid/ 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	Shannon Haynes	Included
Communications	Brooke Attebery	No Meeting/Report

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

Summit Stage
July 26, 2023
Transit Board Meeting and Annual Retreat

Operations:

- 48 full time drivers with a goal of being at 49 for summer routes
- Need 55 drivers to operate 30-minute service this winter with cautious optimism that they can get there
- Stage staff intend to get Breckenridge and Keystone routes back to 30-minute service this winter. There was concern about equity brought up from Copper that they were being offered 40-minute service and that would not be acceptable for them. Staff will work to find a better solution to get Copper to 30-minute service as well but cautioned that if it cannot be done this year, they may consider leaving all transit routes on 60-minute service again. Breck Free Ride staff are optimistic that 30-minute service will return to Breckenridge
- Nighttime service ends at 12:30/1:00am this winter

Ridership:

- Total June 2023 fixed-route ridership was 92,302. A 6% decrease from June 2022 ridership of 97,909
- Ridership changes by Route June 2022 vs. June 2023:

Route	% Difference (Gain / Loss)
Breckenridge - Frisco	-14.2%
Frisco - Silverthorne	-9.5%
Copper - Frisco	21.5%
Keystone/Dillon/Silverthorne	-16.2%
SMF Breck - Keystone	N/A
SMF Keystone - ABasin	N/A
Boreas Pass Loop	10.2%
Free Ride Purple Contract	42.6%
Silverthorne Loop	-15.2%
Wilderness Loop	14.0%
Blue River Commuter	135.9%
Lake County Commuter	9.3%
Park County Commuter	55.4%

Comparisons are for hourly service in both 2022 and 2023, with the exception of the Purple Route which is on 30-minute service.

Other Items:

- Swan Mountain Flyer ridership has continued to drop since 2019. No changes will be made this winter, but staff will consider removing the route at a future date if ridership continues to drop
- Transit to Trails is continuing to grow. Staff now have support from AllTrails to work through implementing options on their application
- Microtransit Feasibility Study is in contract with Fehr & Peers with hopes to have the study completed by Spring 2024
- Microtransit in Park City – Staff from the county and towns of Summit County, Colorado took a trip to Summit County, Utah to learn about their implementation of microtransit. There were a lot of great takeaways that will help guide us in the process here in Colorado
- Discussion for the formation of an RTA(Regional Transit Authority) was on the agenda for the July Stage Board Retreat but due to time constraints was discussed only briefly and tabled until the August board meeting
- Five diesel buses are on order to be delivered in 2023, four battery electric buses and one diesel bus are on order to be delivered in 2024. This is all mostly supported by grant funding and intended to replace a well-aged fleet

Financials:

- \$32,873,201 available in the Transit Fund
- Labor costs are \$1.3m over last year, almost 70% of the yearly budget spent in the first 6 months of the year. This is mostly due to the updated union contract, but also improving staffing numbers



TOWN OF
BRECKENRIDGE

Breckenridge Social Equity Advisory Commission

July 17, 2023, 7:30am

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

Recording:

https://us02web.zoom.us/rec/share/bbOEomsW0WGZZUuSpFimiegBN2RqX84wyGyJ2lqcPpOvhvoFDXV-lod4T2VET90.FcDXbk5fMZ7Uby_v?startTime=1689598944000

Passcode: kX#bn71J

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

Roll Call

Present: Tahja Grier, Jordan Burns, Jason Smith, Laurie Morocco, Eliana Crabb

Zoom: Carol Saade, Silvia Vicuna, Joyce Del La Torre

Absent: June Walters

Discussion/Approval of Agenda

No Changes

Discussion/Approval of the Minutes

Motion to approve: Laurie Morocco, seconded by Jason Smith

II. Public Comment (Non-Agenda Items) (7:35-7:40)

III. Staff Summary (7:40-8:00)

Climate Equity Plan (Presented by Jessie Burley and Jess Hoover from HC3)

Jessie Burley provided context to how this document originated. Which in 2019, the Town of Breckenridge partnered with the Summit County government to adopt a regional climate action plan. However, it became apparent that many recent policies and plans lacked a focus on underserved populations. The Climate Equity Plan aims to address this issue. The plan was developed through a grant from the EPA and a steering committee comprising community agencies working directly with underserved communities. Their task was to determine the best approach for community outreach. Community engagement included a survey, translated into Spanish and French, and conducted by a consultant. The survey focused on transportation, energy use specific to buildings, and waste. Additionally, several focus groups were held to gather input on issues related to these areas. HC3, in collaboration with the steering committee, identified key themes from the feedback received. These included challenges in investing in energy efficiency improvements for homes, difficulties faced by the "missing middle" in accessing assistance, disenfranchisement with public transportation despite its free availability, and concerns about waste reduction access.

Jason Smith asked what are the actual steps you want to take to do this?

The planning document does not include all the tactics, but they can be found in the appendix. One example is the transportation strategy, where HC3 will collaborate with existing transit systems to share information. They are also considering other organizations, like TOB, to host electric vehicle shares. However, the planning process is still ongoing, and the goal is to provide overall guidance.

Tahja Grier emphasized the importance of education and suggested organizing free educational opportunities for the community, preferring to get information directly from the source rather than relying on the HOA which Jess Hoover posed as suggested approach to energy use in buildings.

Jordan Burns suggested utilizing data from bike share and electric vehicle (EV) share programs for the transportation aspect of the plan and inquired about the continuation of those programs. Jess Hoover mentioned that commuters across the county are not interested in bike sharing and highlighted the need to address additional transportation such as the car share program. Jordan Burns proposed investing in EV trucks considering the switch to Tesla charging stations by major companies.

The discussion touched on rebates, Colorado tax credits, and the need to serve marginalized community members. They shared examples of conducting free energy audits and photo shoots to represent and engage with the community to create buy-in from marginalized communities specifically.

Tahja Grier stressed the importance of creating job opportunities to support sustainability efforts.

Jason Smith suggested meeting again to discuss specific goals and plans.

Silvia Vicuna suggested strengthening existing programs for the Hispanic community, focusing on recycling practices and explaining the reasons behind them before more work into new programs.

The Sustainability team invited members of the BSEAC to join the steering committee in prioritizing which items to work on first.

IV. Social Equity Discussion (8:00-8:45)

Commissioner Welcome, Eliana Crabb

Commissioner Attendance Revision

*Motion to approve the changes: Jason Smith, seconded by Jordan Burns
Budget (Presented by Shannon Haynes)*

During the discussion, Shannon Haynes inquired about the preferred allocation of the budget. We discussed several key areas, including the provision of training funds for continuing education of the commissioners, allocation of resources for community engagement events such as coffee talks or happy hours, and setting aside funds for speaker fees/ consultant (like Monica).

Jason Smith introduced a proposal for funding allocation discussed in the Education and Influence subcommittee meeting- suggesting the establishment of a BSEAC University. This initiative would involve creating a Mission Statement video introducing the commission and additional videos on DEI. Funds would need to be allocated towards producing these videos or acquiring an evidence-based DEI curriculum that could be used to develop educational videos.

The commission revisited the concept of a larger grant aimed at supporting programs directly benefiting community members, with a focus on one or two non-profit organizations being able to get the grant. Additionally, the idea of mini grants was discussed, which would provide ongoing access to funds for classes and events. An important question raised was whether only non-profits should be eligible to apply for these grants, as well as determining the duration of the funding period. Jason Smith volunteered to be on a subcommittee that would review the applicants to these grants.

It was mentioned that the Town of Breckenridge already has an annual non-profit grant application, and Peyton recently included language on equity in the application.

Mack Russo and Shannon Haynes will create a budget outline based on this conversation and present a budget proposal at the August 21st meeting.

Subcommittee Updates

i. Celebrating Diversity

- *Jordan Burns presented a summary of the packet's notes, highlighting the key points. During the discussion, the group reviewed the feedback received from the recap meeting for 10 Mile Pride. Looking ahead to their upcoming meeting in August, the group was tasked with generating ideas for next year's event. Additionally, there was a discussion about inviting a speaker from the Ute tribe for the 2024 gathering.*

ii. Community Influence & Education

- *Silvia Vicuna provided an update: they finalized the goals and tactics for the Blueprint. They also discussed the idea of creating a small DEI presentation to be shared in a top-down, bottom-up manner, aiming to engage the community and gather feedback on their needs. As a result, they proposed developing a mission statement for the BSEAC landing page. Kristine Keller suggested incorporating this into a broader initiative called the BSEAC University, which would consist of videos and links to DEI curriculum and resources.*
- *During the meeting, Jordan Burns recommended the glossary of DEI terms that Mack Russo and Tahja Grier are working on be linked.*

iii. Community Outreach & Engagement

- *No update*

iv. Immigration Rights & Advocacy

- *Carol Saade highlighted the subcommittee's progress as they transitioned into actionable steps. A significant discussion took place regarding the grant program, resulting in Peyton successfully incorporating language that emphasizes equity and sustainability in the Non-Profit Grant process.*

v. Civic Engagement

- *Carol Saade highlighted the key points from the packet. They last meeting included numerous next steps. Firstly, they solidified their goal, tactics, and metrics, but with the condition that Mack Russo would add a tactic around advising town council. (Mack Russo has already done this but is waiting for the last subcommittee to meet to share back out all finalized tactics and metrics so the group works on the most current information.) They discussed engaging subcommunities, with Carol Saade reaching out to RMU, where a weekly women's ride takes place,*

followed by a gathering at RMU. Carol Saade plans to participate in the ride and initiate a conversation about local issues and individual involvement in government. Additionally, Carol Saade requested the Commissioners' assistance in identifying other informal groups that could benefit from their efforts.

Mack Russo will email the most current version of the blueprint to Eliana Crabb for her to readthrough and choose which subcommittee she would like to participate on.

V. Upcoming Council Items (8:45-8:55)

Shannon Haynes noted that there were no specific discussion items requiring the Commission's involvement, except for highlighting the Alta Verde II project. Carol Saade noted the developer will be providing a presentation on the construction of 170 units, which will not have income restrictions for renting. Recognizing the previous unsuccessful outreach, they are aiming for greater efforts that prioritize equity. Updates will be provided to the Commission as the project progresses.

Jason Smith agreed that outreach is important but also expressed the desire for increased involvement from the developer to ensure an equitable process. Gorman expressed willingness to meet with FRIC and Mountain Dreamers but with heir staffing and cost, it should be the responsibility of the developers to assist community members in applying.

Regarding the BGV development plans, a site visit with the Town Council was recently conducted, and a positive meeting where the Council's needs for this project were discussed. Initially, community dissent focused on building within the town, but now concerns have shifted to potentially impacted neighborhoods. Currently, there are no equity issues for the Commission to address, but updates will be provided as the project develops, particularly regarding the workforce housing aspect of the development.

VI. Other Matters (8:55-9:00)

Shannon Haynes wanted to make sure we all understand "other matters" She encouraged the commission members to share any concerns, specific issues, or positive feedback they have heard from the community. Jason Smith brought up the topic of the university, suggesting that the scope of the discussion should be kept narrow to avoid complications. He proposed using existing resources and materials to create bullet points for the university project, including a mission statement video and helpful links. Jordan Burns mentioned the idea of mini-grants and suggested helping the Unsheltered Summit secure a location by offering incentives or assistance through a subcommittee. Shannon Haynes suggested inviting someone from the town to talk about their process and narrow down the type of support needed for the Unsheltered Summit group. Jason Smith emphasized the need for more information and an internal conversation since not everyone is on the same page regarding supporting the group.

VII. Adjournment

Motion to adjourn, Jason Smith, seconded by Laurie Moroco



Memo

To: Breckenridge Town Council
From: Dana Laverdiere, Director Human Resources
Date: 7/28/2023
Subject: Town of Breckenridge Staffing Analytics

Introduction: The below information is Q2 2023 data that measures the Town of Breckenridge’s ability to attract and retain FTYR talent.

Information:
 Town of Breckenridge FTYR turnover in the first quarter of 2023 was 3.08%, and it jumped to 10.8% in Q2. Last year at this time the Town had 14 employees separate employment in Q2. This year there are 15 employees during the same period. Q2 coincides with the end of the winter season with expected and predictable higher turnover. Q2 2022 was the highest turnover quarter last year for this reason.

2023 FTYR Separation Data									
Q2 2022		Q3 2022		Q4 2022		Q1 2023		Q2 2023	
Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary
13	1	7	0	5	1	6	0	15	0
8%		3.9%		3.4%		3.08%		10.8%	

Turnover by Department

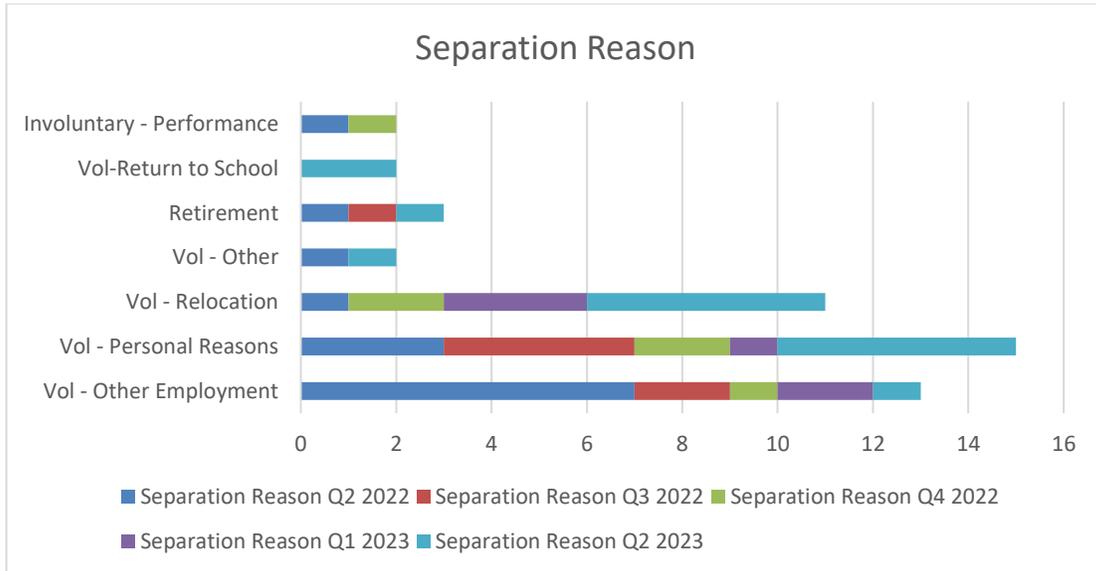
Separations by Department				
	Q1		Q2	
	Turnover	Turnover Rate	Turnover	Turnover Rate
Public Works	3	3.4%	7	8.1%
Police	1	4.1%	2	8%
Recreation	1	2.6%	4	10%
Comm Dev	1	5.9%	1	5.9%
Municipal Services	0	0%	0	0%
Finance	0	0%	0	0%
Human Resources	0	0%	0	0%

Total Historical Turnover



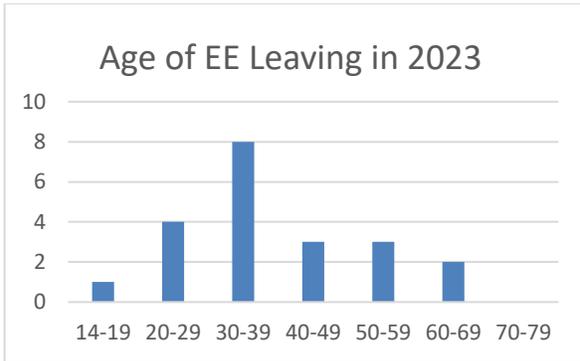
Town of Breckenridge rolling 12-month total turnover is trending at 17.44%. Total turnover is continuing to decline, however with an increase in FTYR separations in Q2, the Town will need to pay close attention to people and culture in Q3 and Q4, to ensure there is no regrettable turnover.

. Separation Reasons



This graph looks at the separation reasons for Q2 2022 through Q2 2023. In Q2 2023, five employees relocated, five left due to personal reasons, one left for other employment, one employee retired, and two employees were returning to school. We are noticing a shift from employees leaving for other employment, to employees leaving to relocate or for personal reasons. The category “personal reason” can indicate anything from not returning after a medical leave, not a good career fit, or significant family concerns.

Age of Employees Separating in 2023



Last year, our highest turnover was among those 30-39 years old, and that is the trend so far this year as well.

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			897

The Town has had a total of 897 applicants for all positions this year, including full-time positions, part-time positions, and seasonal positions. The Town is not quite at the 2019 applicant volume levels, however trending positive.

Transit reports they are fully staffed for the summer, and driver morale has improved. They have received adequate qualified applicants to staff the winter season, and leadership feels positive about the applicant pool.

Additional Recruitment Data

Promotions from PT/Seas to FTYR				
	Q1	Q2	Q3	Q4
2023	6	4		

Promotions from FTYR to FTYR				
	Q1	Q2	Q3	Q4
2023	5	9		

FTYR Rehires				
	Q1	Q2	Q3	Q4
2023	1	7		

Total Number of FTYR Hires				
	Q1	Q2	Q3	Q4
2022	12	11	12	9
2023	19	15*		

*7 Rehired, 4 Promotions, 4 New Employees

This data showcases the Town’s ability to hire and promote within. The Town typically has a strong succession plan for many positions in the organization. This is indicated by 24 promotions in 2023, including part time or seasonal to a full-time year-round position, or a promotion from a full-time position into a new full-time position.

Another great data point is what we are calling our “boomerang” employees. Those that have left the Town for a period of time and have decided to return to employment. HR has noticed a trend of individuals wanting to return to Town of Breckenridge employment, and we will begin to monitor this new data point.

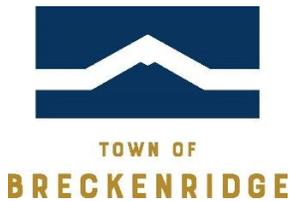
Vacancy

There were 16 FTYR vacancies in the April to June 2023 timeframe, equaling a 7.5% vacancy rate. The previous vacancy rate was calculated as a percentage of vacant positions from the total average headcount. This current vacancy rate is the number of vacant positions divided by the total budgeted FTE, to equal a more accurate vacancy rate. We are running consistently with approximately 15 to 16 vacant positions to the budgeted FTE.

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, housing options, and leadership.

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



Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation/Programs
Date: 8/2/2023
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on August 2, 2023. Below you will find the meeting minutes and a link to the SEPA calendar. Mike McCormick from Breck Epic joined to discuss the overall impact and logistics of the six day mtb event as well as share details of the inaugural Women's Cycling Summit. Past event details of Beer Fest, Breck Food and Wine and the 30 year celebration of the Riverwalk were shared with positive feedback across the board. There are no additional items of note.

**Minutes
Breckenridge Events Committee
Wednesday, Aug 2nd, 2023
*Right event, right time, right result***

Attending: Kelly Owens, Jon Dorr, Shannon Haynes, Neal Kerr, Carrie Benefiel, Dave Feller, Chase Banachowski, Andy Banas
Guests: Sarah Wetmore, Majai Bailey, Melissa Andrews, Ashley Zimmerman, Tara Dew, Mike McCormack, Rob Byam

- I. Jon Dorr called the meeting to order 9am.
 - a Chair took roll call of committee members.
 - b A motion was made to approve the July 12, 2023, meeting.**M/S/P**

- I. **Upcoming Events** – The committee reviewed list of upcoming events.
 - a 8.3-5.23 22nd Annual Breckenridge Aug Art Festival @ MSS, *Private Property, minimal impact*
 - b 8.3.23 Backstage Theatre Annual Gala, *Minimal impact*
 - c **8.11.23 BIFA** – BCA gave an update on 2023 BIFA Programming
<https://breckcreate.org/bifa>
 - d 8.13-15.23 Breck Epic
 - e 8.24-26.23 Wine Classic @ Beaver Run, *Private Property, minimal impact*
 - f 8.25-27.23 Hogfest: Bacon & Bourbon @ MSS, *Private Property, minimal impact*
 - g 9.2.23 The Great Rubber Duck Race
 - h 9.15-17.23 48th Annual Gathering At Great Divide Art Fest @ CMC, *Private Property, minimal impact*
 - i 9.9.23 AirStage Vista Point Block Party
 - j 9.6-10.8.23 Breckenridge Stables Pumpkin Patch Wagon Rides
 - k 9.12.23 AirStage River Park Block Party

- l 9.14.23 AirStage Wellington Block Party
- m **9.15-17.23 Oktoberfest** – Planning for same footprint as last year. Adding an additional beer trailer on Main Street to try to alleviate beer lines. Stein sales are currently live. Vendor applications just closed. Stein distribution will be out of the River walk Center again this year.
- n 9.21-24.23 Breckenridge Film Festival
- o 9.29-10.1.23 Strings, Ciders, & Sours, *Private Property, minimal impact*
- p 9.30.23 TEDx Breckenridge

II. Pending SEPA - Committee reviewed the list of pending SEPAs and had no concerns.

III. General Updates and Discussions

- a Update on Retailer Event “Shop 3rd Thursday”
 - The retailers have decided to hold off of the Third Thursday proposal and rather, focus on the Labor Day sidewalk sale, as well as a local’s event/evening sometime in early December, avoiding the busy Lighting of Breckenridge and Ullr weekends. In accordance with the ordinance for Outdoor Sales Days the proposed sales days should not require additional permitting.
- b New Event – The Breckebeiner 2.23 -25.24 @ Gold Run Nordic Center
 - Proposed new winter event by Mike McCormack. The Breckebeiner would serve as USA Triathlon’s Winter National Championship in 2024 and 2025. Held on a need weekend, it would be produced in partnership with the Gold Run Nordic Center (Patrick Clary) and the Town of Breckenridge event staff (Jon Dorr). The event benefits the BOEC, Team Summit and the Summit HS Nordic and Mountain Bike teams.
- c Breck Epic
 - Addition of Women’s Clinic
 - Breck Epic is proud to announce the inaugural Women’s Cycling Summit. Built with the help of Sonya Looney and a few longtime friends from Epic’s women’s pro field, the WCS is a 4-day series of events designed to celebrate, inform and enrich. We believe that it will also add something new, exciting and positively impactful to the community. Learn more at WomensCyclingSummit.com
 - Fee Waiver Request
 - The BEC reviewed Breck Epic’s Fee Waiver Request. Committee members unanimously agreed with supporting the SEPA Group’s recommendation of waiving camping and lot use fee for the event again in 2023, as those fees do not go toward covering the cost of Town Services. Both SEPA and BEC recommend that the event still be held responsible for fees that go directly to covering the costs of Town Services.
 - Shannon will present a recommendation to the Town Manager for review and final decision.

IV. Review Past Events

- a 7.15.23 Breckenridge Beer Fest @ Beaver Run - No concerns from Town or PD.
- b 7.22.23 Summerfest '23 Roller Ski Sprint Race @ Denison Placer – No concerns from PD. Low impact. Roads were re-open by 1pm.
- c 7.28 -30.23 Breckenridge Food & Wine @ MSS - No Concerns from Town or PD.
- d 7.28.23 Riverwalk 30 Ann. Carnival ft. Asleep at the Wheel 7.28.23 - Very successful from BCA’s perspective. Strong attendance. No concerns from Town Staff or PD.

V. Next BEC Meeting – Sept 6, 2023

VI. Meeting adjourned at 9:32am.

The Breckenridge Events Committee evaluates events against four strategic goals:

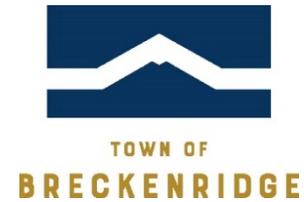
- **Build Business** - An event designed to drive revenue for greater business community and /or the event producer.
- **Branding/Media** - An event designed to draw external media (national & international) promoting the Breckenridge brand.
- **Fundraising** - An event designed to raise awareness and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

LINK TO SEPA CALENDAR

<https://calendar.google.com/calendar/u/0?cid=cmN0NTI3bnUwZ2dpZjE2azRyY2ttaGF2cW9AZ3JvdXAuY2FsZW5kYXluZ29vZ2xlLmNvbQ>

Memo

To: Breckenridge Town Council Members
From: Shannon Smith, Town Engineer
Date: 8/2/2023
Subject: Blue River Pathways- Public Engagement Update



During the month of June the first installment of public engagement on the Blue River Pathways project was initiated with stakeholder meetings for property and business owners, a table at Town Party, and a general public survey targeted at residents. The targeted meetings included businesses and owners adjacent to the river from N. French Street to S. Park Avenue, bike rental shops, and businesses and lodging on S. Park Avenue near the termination points of the existing pathways. The survey was promoted on the Town's social media outlets, at stakeholder meetings and during Town Party. Norris Design will present the results of the initial public engagement on the project at the work session.

The feedback received during this first round of outreach aligns with the project goals of safety, bike and pedestrian connectivity, placemaking and environment. The project priorities, presented in the attached graphics, that emerged from the outreach include:

Public Survey:

1. Safety
2. Bike circulation
3. Pedestrian circulation
4. Restaurant & patio spaces
5. Gathering spaces

Stakeholder Meetings:

1. Bike circulation
2. Safety
3. Beautification
4. Pedestrian circulation

Specific outreach to our immigrant and Spanish-speaking local population is currently in the planning stages, as effective outreach needs to include more than a simple language translation. The Breckenridge Social Equity Advisory Committee immigration subcommittee is working on broader guidance for incorporating effective public engagement for non-English speaking community members. Potential outreach options include: a Spanish specific community meeting, collaborating with local partner organizations to determine how best to reach non-English speaking community members, and utilizing Spanish specific media. We will meet with the BSEAC at their next meeting to get feedback on our outreach plan, which will be implemented at the end of August.

The next steps for the Blue River Pathways project is the development of a masterplan to sequence capital projects to implement the vision and goals. We are currently working on launching the RFP for consultant selection for the underpass and bridge design project as funded in the 2022 CIP, which includes a 50% grant match of \$675,000 from the CDOT Multimodal Options Funds (MMOF). Staff will also be proposing a deconstruction of the Schoonover building in 2023 as part of the CIP and will present

options for incorporating that land into the Living Lab in 2023 with a pilot project including a gathering plaza and additional bicycle infrastructure.

BLUE RIVER PATHWAYS

COMMUNITY OUTREACH RESULTS

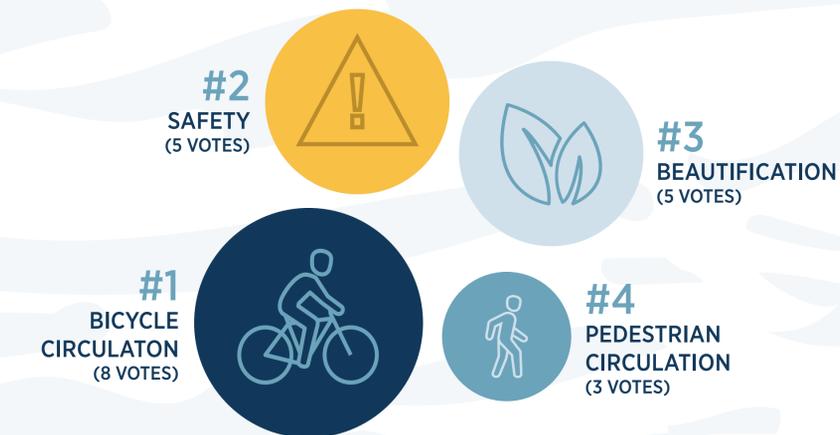
PARTICIPANT LOCALITY

60% LIVE FULL-TIME & WORK IN BRECKENRIDGE

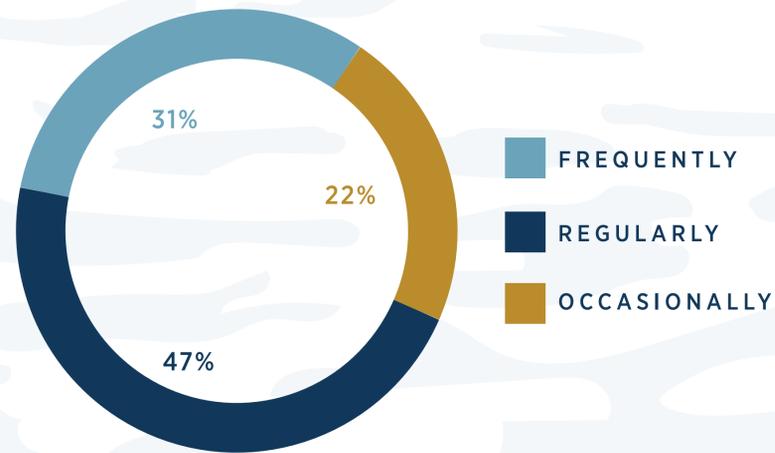
SURVEY: PATHWAY PRIORITIES



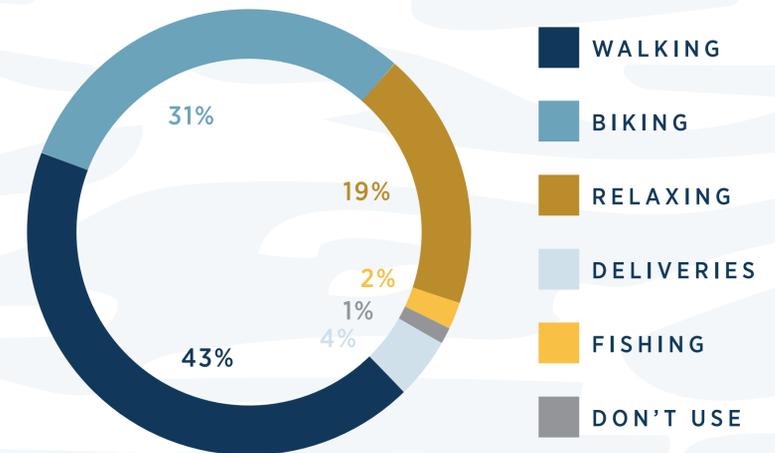
STAKEHOLDER: PATHWAY PRIORITIES



PATHWAYS FREQUENCY



PATHWAYS UTILIZATION



OUTREACH EVENT: TOP MAP THEMES



STAKEHOLDER: TOP THEMES



HOW DO YOU USE THE PATHWAYS?



SURVEY: NEEDS IMPROVEMENT



152 ONLINE SURVEY RESPONSES

9 STAKEHOLDER MEETINGS

1 OUTREACH EVENT

LIVING LAB IMPROVEMENTS

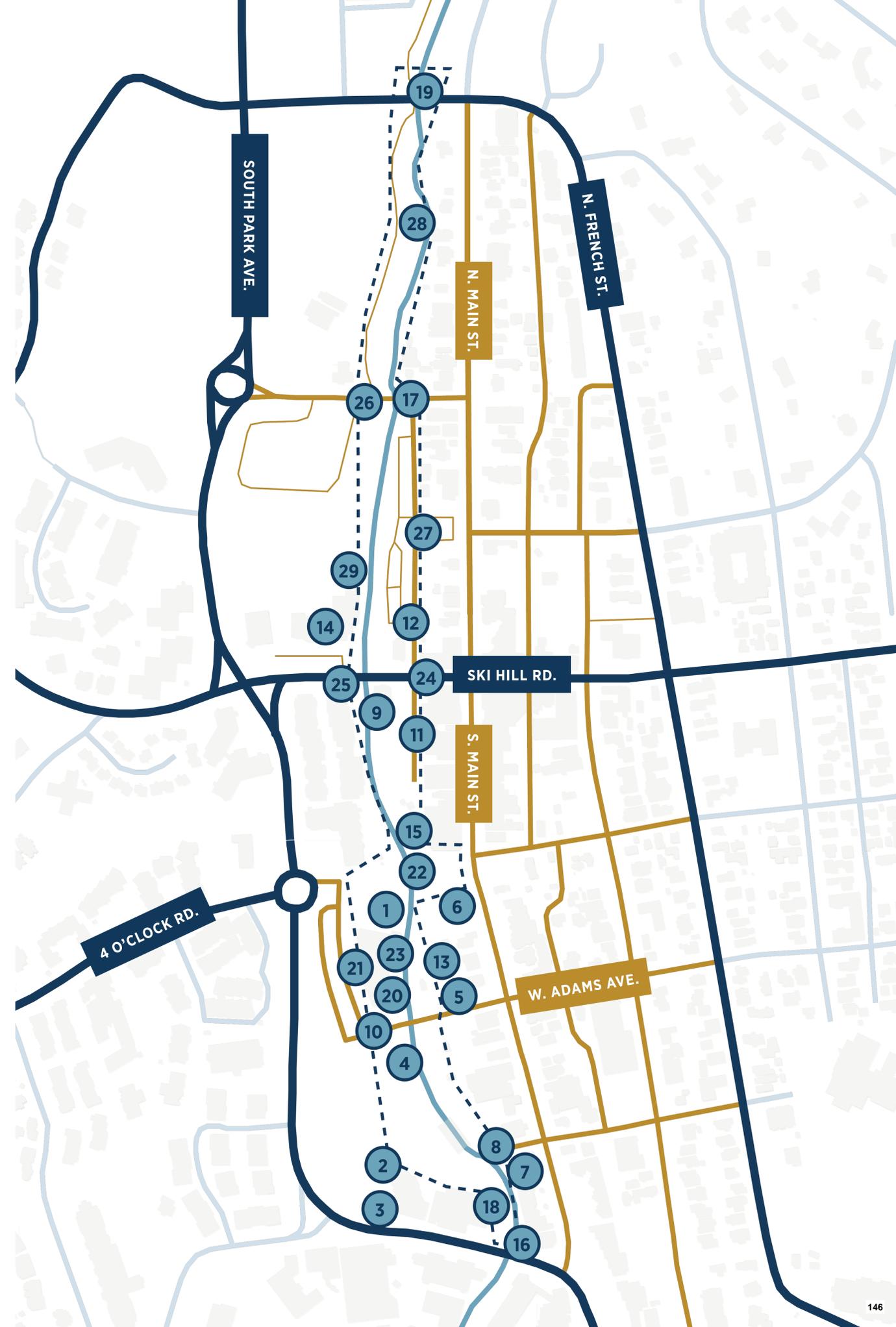
83% NOTICED & THINK WE'RE ON THE RIGHT TRACK!

BLUE RIVER PATHWAYS

COMMUNITY OUTREACH RESULTS

- 1 More seating, potentially some shade options?
- 2 Pedestrian access must not interfere with the patio business of existing restaurants along the back of the 4 seasons plaza.
- 3 It can be tricky to get on the start of the path with the narrow side walk and lots of pedestrians.
- 4 the alpine gardens are lack luster and there is no direction to drive pedestrians there.
- 5 this delivery zone is where pedestrians get lost along the walkway- helping to make a clear path and keep people heading south would make the walkway more cohesive.
- 6 This unused green space should be more interactive for pedestrians. A park or year round interactive art feature would be really cool.
- 7 Behind cool river and luigies is usually smelly and gross.
- 8 Would be nice to have a bike path option on BOTH sides of river between icehouse lot and -jefferson ave/alpine gardens.
- 9 Widen rec path behind Bly building, make it more inviting/appealing for bikes to use. Improve rec path crossing at ski hill rd with either an underpass or a raised crosswalk (like at alta verde).Also reorient the ped bridge by icehouse/castaways from e-w to n-s orientation, so that bikes don't have to make two 90-degree turns.
- 10 Add a cross walk so cars know pedestrians have the right of way.
- 11 Delivery trucks are often parked in this area.
- 12 The alley needs to go back to a two-way street since there is now a bike path along the river.

- 13 The trash trails coming from the restaurants that use the dumpsters by the River Walk Center and the one behind Kenosha can be pretty gross.
- 14 Bicycles coming between Town Hall and Prof building is kind of chaos...I know a sign was put up trying to direct people, but I didn't notice any improvement with that.
- 15 Major pinch point for the clash of pedestrians and cyclists on the Riverwalk pathway. The pathway is too narrow and the landscaping creates a blind corner. Further, the concrete on the eastern side of the bridge here needs to be re-worked.
- 16 This would be a wonderful opportunity to mark the beginning of the Riverwalk with a large archway and signage. Additional matching archways could be provided at key intersections to attract pedestrians along the entire pathway.
- 17 Alley development north of Watson Ave. on the eastern side of the river.
- 18 There is no good access from the Riverwalk to South Park Street. I wish the trail could either go around the drive way, or a separate trail be created around the Der Stiermark property.
- 19 safer crossing needed-more visible.
- 20 Could have better face of riverwalk center.
- 21 Terrible pinch point for the RecPath. RecPath should be re-routed away from the Riverwalk building.
- 22 Bike continuity.
- 23 Put in dedicated and covered bike parking for locals and guests.
- 24 Risky feeling crossing.
- 25 Need wider rec path here.
- 26 Bike underpass crossing at Watson.
- 27 Materials Management Center here?
- 28 BCA: Access point
- 29 BCA meeting: garage potential location for relocated Paley sculpture



Memo

To: Town Council
 From: Julia Puester, AICP, Assistant Community Development Director
 Date: 8/2/2023 for the Council Meeting on 8/8/2023
 Subject: Riverwalk Center Renovation

At the May Town Council Retreat, Council identified the desire for improvements at the Riverwalk Center. Those potential improvements included:

- Indoor restrooms (which may move from existing locations)
- Increased lobby and improved entrance spaces
- Pedestrian friendly and inviting entrance and building frontage
- Potential relocation of the Paley sculpture



Above: Existing entrance spaces
 Below: Pedestrian approaches

Should the future design allow for opportunities that are easy and affordable to incorporate with the execution of the approved scope, those could be considered. One such example could be an area for seating or event space should it fit with the increased lobby and entrance improvements.



Staff is seeking confirmation of the scope outlined above prior to proceeding forward with detailed stakeholder meetings. With a narrow scope, staff has assembled a stakeholder group of only primary users. The stakeholder group consists of myself, the Town Engineer, Breckenridge Music Foundation (BMF) Executive Director, Breckenridge Creative Arts Director (BCA), and Todd Rankin as the Town Council representative. Staff anticipates updating the Council regularly. Given direction to move forward, staff foresees issuing a request for qualifications in December or January with feasibility analysis/design in 2024 and construction in 2025.



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